

Tract No.: ST-100 and
Stevenson Substation
Site

61023

WARRANTY DEED AND
TRANSMISSION LINE EASEMENT

FOR AND IN CONSIDERATION of the sum of ONE THOUSAND DOLLARS (\$1,000.00) in hand paid, receipt of which is hereby acknowledged, LOWRY WOOD AND EDNA M. WOOD, husband and wife, have granted, bargained, and sold and by these presents do hereby grant, bargain, sell, and convey unto the UNITED STATES OF AMERICA and its assigns, the following-described tract or parcel of land in the County of Skamania, in the State of Washington, to-wit:

The north 200 feet of the west 250 feet of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 28, Township 3 North, Range 8 East, Willamette Meridian, Skamania County, Washington, containing 1.15 acres, more or less.

Subject to the rights of the public in and to a Skamania County Road (Monaghan Road).

Also a permanent easement and right of way for one electric power transmission line, in, over, upon and across that certain tract of land described as: The east 100 feet of the west 250 feet of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 28, Township 3 North, Range 8 East, Willamette Meridian, Skamania County, Washington, except the north 200 feet thereof containing 1.1 acres, more or less,

together with the present and future right to clear said right of way and keep the same clear of brush, timber, structures and fire hazards, provided that fire hazards shall not be interpreted to include any growing crops other than trees; and also the present and future right to top, limb or fell all growing and dead trees and snags (collectively called "danger trees") located on land owned by the Grantors adjacent to the above-described right of way, which could fall within 25 feet of the centerline or centerlines of the electric transmission facilities hereinbefore described; provided, however, it is agreed that compensation is included in the consideration stated above for trees or snags within strips of land 75 feet in width on the east side of and 100 feet in width on the west side of and contiguous to said right of way that (a) are danger trees on October 23, 1962 (hereinafter called "present danger trees") or (b) become danger trees thereafter (hereinafter called "future danger trees"). The right to top, limb or fell danger trees outside of said strips (hereinafter called "additional danger trees") may only be exercised within three years after all present danger trees have been cut, and the UNITED STATES OF AMERICA shall pay the person who is the owner thereof at the date of cutting such additional danger trees the market value prevailing at the date of cutting under authority of the UNITED STATES OF AMERICA, such payment to be made within a reasonable period of time after they have been so cut.

Also the right to cut danger trees within strips of land 75 feet in width on the east side and 75 feet in width on the south side of said substation site, a danger tree being any tree which in falling would extend 25 feet inside the southerly and easterly boundaries of said substation site.

TO HAVE AND TO HOLD said tract or parcel of land and said easement and rights unto the UNITED STATES OF AMERICA and its assigns, forever.

The Grantors covenant to and with the UNITED STATES OF AMERICA and its assigns that the title to all brush, timber or structures existing upon the right of way on October 23, 1962, and the title to all present danger trees shall vest in the UNITED STATES OF AMERICA on said date; and that title to any additional danger trees shall vest in the UNITED STATES OF AMERICA upon their being cut pursuant to the terms hereof; and that title to all future danger trees cut pursuant to the terms hereof shall remain in the owner thereof at the date of cutting; and that the consideration stated herein is accepted by the Grantors as full compensation for all damages incidental to the exercise of said easement and danger tree rights, except payment for any additional danger trees as defined hereinabove which may be cut under authority of the UNITED STATES OF AMERICA as herein provided.

The Grantors also covenant to and with the UNITED STATES OF AMERICA that Grantors are lawfully seized and possessed of the lands aforesaid; have a good and lawful right and power to sell and convey same; that same are free and clear of encumbrances, except as above indicated; and that Grantors will forever warrant and defend the title thereto and quiet possession thereof against the lawful claims and demands of all persons whomsoever.

Dated this 8th day of January, 1963.

Lowry Wood
Lowry Wood

Edna M. Wood
Edna M. Wood

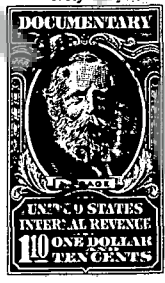
STATE OF Washington
COUNTY OF Skamania ss:

On the 8th day of January, 1963, personally came before me, a notary public in and for said County and State, the within-named LOWRY WOOD AND EDNA M. WOOD, husband and wife, to me personally known to be the identical persons described in and who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.

(SEAL)

J. Doehmer
Notary Public in and for the
State of Washington
Residing at Vancouver
My commission expires: 5/31/1965



STATE OF)
COUNTY OF) ss:

I CERTIFY that the within instrument was received for the record on the ____ day of _____, 19__, at _____.M., and recorded in book ____ on page____, records of _____ of said County.

Witness my hand and seal of County affixed.