

TRANSMISSION LINE EASEMENT

327142

The GRANTOR, herein so styled whether one or more, SPOKANE, PORTLAND AND SEATTLE RAILWAY COMPANY, a Washington corporation,

for and in consideration of the sum of FIVE HUNDRED - - - - - Dollars (\$500.00),

in hand paid by the UNITED STATES OF AMERICA, receipt of which is hereby acknowledged, hereby grants, bargains, sells and conveys to the UNITED STATES OF AMERICA and its assigns, a perpetual easement and right to enter and erect, maintain, repair, rebuild, operate and patrol one or more line(s) of electric power transmission structures and appurtenant signal lines, including the right to erect such poles, transmission structures, wires, cables and appurtenances as are necessary thereto, in, over, upon and across the following-described parcel of land in the County of Skamania in the State of Washington, to-wit:

Those portions of Government Lot 1, the NE $\frac{1}{4}$ SW $\frac{1}{4}$ and the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 28, Township 3 North, Range 8 East, Willamette Meridian, Skamania County, Washington, except the north 300 feet of the west 726 feet of said Government Lot 1, which lies within a strip of land 100 feet in width, the boundaries of said strip lying 50 feet distant from, on each side of, and parallel with the survey line for the Stevenson Tap to Bonneville-Alcoa Nos. 1 and 2 transmission lines as now located and staked on the ground over, across, upon and/or adjacent to the above-described property, said survey line is particularly described as:

Beginning at survey station 542 + 21.6, a point in the west line of said Section 28, which is S. 0° 59' 20" W. a distance of 46.3 feet from the quarter section corner in the west line of said section; thence S. 80° 12' 30" E. a distance of 26.1 feet to survey station 542 + 47.7; thence S. 89° 44' 30" E. a distance of 2886.7 feet to survey station 571 + 34.4 Back = 8 + 02.2 Ahead; thence N. 0° 09' 50" E. a distance of 519.2 feet to survey station 13 + 21.4, a point in the south property line of the United States of America for its Bonneville Power Administration's Stevenson Substation, which is N. 79° 08' 00" W. a distance of 2552.5 feet from the quarter section corner in the east line of said Section 28.

This easement shall include the right to install guys and anchors beyond the right of way limits at angle points;



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 Grantor adjacent to the above-described right of way, which could fall within 30 feet of the centerline or centerlines of the electric transmission facilities herein-before described; provided, however, it is agreed that compensation is included in the consideration stated above for trees or snags within strips of land/as follows:

Width	Side of Right of Way	From	To
30 feet	South	Opposite sur. sta. 557+21	Opposite sur. sta. 559+50
20 feet	South	Opposite sur. sta. 564+50	East line of NE $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 28, T. 3 N., R. 8 E., W. M.

1 danger tree 95 feet south of center line opposite survey station 550+60

1 danger tree 110 feet south of center line opposite survey station 551+20

and those trees on the northerly side of said right of way to the Grantor's north property line from the Grantor's west property line to the east property line

~~xxxxxx~~ and contiguous to said right of way that (a) are danger trees on May 9, 1963, (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 3 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.

TO HAVE AND TO HOLD said easement and rights unto the UNITED STATES OF AMERICA and its assigns, forever.

The Grantor covenants 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 May 9, 1963, 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 Grantor 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.

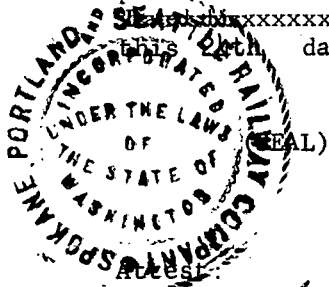
The Grantor also covenants to and with the UNITED STATES OF AMERICA that Grantor is lawfully seized and possessed of the lands aforesaid; has a good and lawful right and power to sell and convey same; that same are free and clear of encumbrances, except as above indicated; ~~xxxxxx~~

IN WITNESS WHEREOF, the SPOKANE, PORTLAND AND SEATTLE RAILWAY COMPANY, pursuant to a resolution of its Board of Trustees, duly and legally adopted, has caused these presents to be signed by its Vice President and General Manager Secretary and its Secretary, ~~xxxxxx~~ day of January, 1964.

SPOKANE, PORTLAND AND SEATTLE RAILWAY COMPANY

By N.S. [Signature]
Vice President and General Manager

[Signature]
Secretary,



(Corporate Form)

STATE OF OREGON)
) ss:
COUNTY OF Multnomah)

On this 24th day of January, 1964, before me personally appeared
N. S. Westergard, and H. F. Moy to me known to be the
Vice President and General Manager and Secretary of the corporation that
executed the foregoing instrument, and acknowledged said instrument to be the free and vol-
untary act and deed of said corporation, for the uses and purposes therein mentioned, and
on oath stated they are authorized to execute said instrument and that the seal
affixed is the corporate seal of said corporation.

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



Harry E. Hudson
Notary Public in and for the
State of Oregon
Residing at Portland, Oregon

My commission expires: Dec. 2, 1966

The within instrument was received for the record on the 11th day of Feb., 1964,
at 11:30 AM., and recorded in book 52 on page 287, records of SKAMANIA County,
(State).

Evelyn O'Neal
By S. Simmons
Deputy.