

TRANSMISSION LINE EASEMENT

The GRANTOR, herein so styled whether one or more, WAUNA LAKE CLUB, a Washington corporation,

for and in consideration of the sum of FOUR HUNDRED- - - - - Dollars ( \$ 400.00 ),

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:

That portion of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ , Section 10, Township 2 North, Range 7 East, Willamette Meridian, Skamania County, Washington, except the S.  $\frac{3}{4}$  of the SW $\frac{1}{4}$  of said NE $\frac{1}{4}$ NW $\frac{1}{4}$ , 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 No. 1 & 2 transmission line, as now located and staked on the ground over, upon, across, and/or adjacent to the above described property, said survey line being particularly described as:

Beginning at survey station 149 + 27.4, a point in the west line of said Section 10 which is S. 0° 54' 30" W. a distance of 443.5 feet from the quarter section corner common to said Section 10, and Section 9; thence N. 36° 25' 30" E., a distance of 3694.2 feet to survey station 186 + 21.6, a point in the north line of said Section 10, which is N. 88° 54' 30" W. a distance of 669.4 feet from the quarter section corner common to said Section 10, and Section 3;



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 ~~located within the~~ ~~strip of land~~ ~~located within the~~

Width of Strip	Side of Right of Way	From	To
30 feet	Northwesterly	South line of N5/8W1/2NE1/4NW1/4	Opposite SS 176 + 50
110 feet	Northwesterly	Opposite SS 176 + 50	Opposite SS 177 + 50
30 feet	Northwesterly	Opposite SS 177 + 50	Opposite SS 180 + 00
30 feet	Southeasterly	S. line of N5/8W1/2NE1/4NW1/4	Opposite SS 180 + 00

Also 2 danger trees 130 feet southeasterly of and opposite SS 177 + 50

~~located~~ and contiguous to said right of way that (a) are danger trees on May 2, 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 2, 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; and that Grantor will forever warrant and defend the title to said easement and the quiet possession thereof against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the WAUNA LAKE CLUB has caused this instrument to be signed by its proper officers thereunto duly authorized and its corporate seal to be hereunto affixed this 25<sup>th</sup> day of September, 1963.

~~Executed by the~~

WAUNA LAKE CLUB, a Washington corporation

By: [Signature] President

By: [Signature] Secretary

(Corporate Form)

STATE OF Oregon )  
COUNTY OF Multnomah ) ss:

On this 25<sup>th</sup> day of September, 1963, before me personally appeared  
Sherman Smith and Ellen B. McDonnell to me known to be the  
President 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.

(SEAL)

Gladys P. Zeller  
Notary Public, in and for the  
State of Oregon  
Residing at Portland, Ore.  
My commission expires:  
May 14, 1967

The within instrument was received for the record on the 7<sup>th</sup> day of October, 1963,  
at 8:35 A.M., and recorded in book 52 on page 75, records of SCAMANIA County,  
(State).

Evelyn O'Neal  
By J. Simmons  
Deputy.

Upon recordation, please return to:

TITLE SECTION, BRANCH OF LAND  
BONNEVILLE POWER ADMINISTRATION  
P.O. BOX No. 3537  
PORTLAND 8, OREGON

mre 7-21-63