

Tracts Ha-O-611, Ha-O-612

TRANSMISSION LINE EASEMENT

The Grantor, PACIFIC POWER & LIGHT COMPANY, a Maine corporation, for and in consideration of the sum of TWO THOUSAND TWO HUNDRED THIRTY DOLLARS (\$2,230.00), 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 line 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 Counties of Klickitat and Skamania, in the State of Washington, to-wit:

That portion of a strip of land 150 feet wide which lies within the following in Klickitat County, Washington:

Beginning at the southwest corner of the NE $\frac{1}{4}$ of Section 10, Township 3 North, Range 10 East, Willamette Meridian; thence North 89° 44' East, along the south line of said subdivision 463.7 feet; thence North 13° 52' West, 482.4 feet; thence North 4° 23' West, 87 feet; thence South 67° 58' West, to the west line of said subdivision; thence South 1° 21' East, 413.7 feet to the point of beginning, and

That portion of a strip of land 15 feet wide which lies within the following:

That part of the NE $\frac{1}{4}$ and the NW $\frac{1}{4}$ of Section 10, Township 3 North, Range 10 East, Willamette Meridian, Skamania County, Washington, lying west of White Salmon River and within 400 feet thereof, measured from center of said stream.

The boundaries of said strips of land lie 75 feet on each side of and parallel with the survey line of the UNITED STATES OF AMERICA Bonneville Power Administration's Hanford-Ostrander No. 1 transmission line, said survey line is described as follows:

Beginning at survey station 1236+32.8 in the west line of Section 10, said Township and Range at a point that is North 1° 12' 20" East, 1471.4 feet from the southwest corner of said Section 10; thence South 83° 39' 00" East 1692.2 feet to station 1253+25.7; thence North 83° 58' 20" East, 1476.0 feet to station 1267+01.0; thence North 83° 12' 00" East, 2536.6 feet to station 1273+37.6 Bk = 14+75.2 Aft, a point that is North 18° 19' 50" East, 1734.6 feet from the southeast corner of said Section 10.

Bearings of said survey line are referred to the Washington Coordinate System-South Zone.

No. 4954

TRANSACTION EXCISE TAX

AUG 2-1977

Amount Paid

Skamania County Treasurer

By *[Signature]*

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It is understood and agreed that the 16-foot penstock at approximate survey station 1278+49 shall be protected from damage by the United States of America, its contractors, or assigns. In the event of damage to the penstock or any of its related facilities, the damage shall be repaired promptly by the United States of America, its contractors, or assigns, and an inspection of the repairs shall be requested of the owners thereof for their acceptance. If the Grantor elects to make its own repairs to any damage caused by the United States of America, its contractors, or assigns, the cost therefor shall be reimbursed to Pacific Power & Light Company by the United States of America, its contractors, or assigns.

1. It is agreed that any damage to Grantor's agricultural crops, fences, or irrigation or drainage systems on the right of way resulting from and in the course of construction, reconstruction or maintenance of the transmission lines shall be repaired, replaced or paid for by the United States of America or its contractor. Where payment is made, the amount of damages will be determined by an appraisal made by the United States of America.

2. The United States of America shall have the right to grade, cultivate, plant and maintain grass, shrubs, or other cover or ornamental plants upon the portion of the right of way not otherwise being utilized by Grantor.

3. For the purpose of preserving the natural appearance of the right of way, it is agreed by the Grantor and the United States of America that the right of way shall not be used for the accumulation or dumping of litter, trash or other foreign material. The United States of America agrees that any such accumulations resulting from its entry upon the right of way for construction or maintenance purposes will be removed or disposed of by the United States of America or its contractor.

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, nor to include structures; and provided further that the term structures as used herein shall not include any facilities erected, constructed or installed on the right of way by Grantor in its operation as a public utility.

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 and timber existing upon the right of way on the date hereof, shall vest in the UNITED STATES OF AMERICA on said date; and that the consideration stated herein is accepted by the Grantor as full compensation for all damages incidental to the exercise of the rights granted hereunder, other than as provided in paragraph numbered "1" hereof.

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 the lien of Grantor's outstanding mortgage and trust to Morgan Guaranty Trust Company of New York, as supplemented; and Grantor will forever warrant and defend the title to said easement and the possession thereof against the lawful claims and demands of all persons who ever, except as hereinabove indicated.

IN WITNESS WHEREOF, PACIFIC POWER & LIGHT COMPANY has caused this instrument to be executed by its proper officers thereunto duly authorized and its corporate seal to be hereunto affixed this 18th day of May 1977.

PACIFIC POWER & LIGHT COMPANY

R. C. Bartholomew
Senior Vice President

Attest: Richard J. Christ
Assistant Secretary

STATE OF OREGON

County of Multnomah } ss.

On this 18 day of May, 1977, before me personally appeared R. C. Bartholomew, to me known to be a Senior Vice President of Pacific Power & Light Company, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is 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)

Robert J. Christ
Notary Public in and for the State of Oregon
Residing at

My commission expires: April 10, 1981

STATE OF WASH. COUNTY OF KLICKITAT
FILED ON RECORDED

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Request of PNTI

On June 10, 4:01 P.M. 19 77

Nancy J. Brown
County Auditor

Filed to PNTI