

EX. 320, Pg. 434

WPA-421
WASHINGTON AND OREGON
For use with option forms WPA-422

E69970

TRACT NO. JBY-68

TRANSMISSION LINE EASEMENT

FOR AND IN CONSIDERATION of the sum of-----

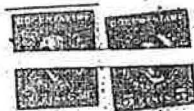
-----Three Hundred-----Dollars (\$ 300.00),

in hand paid, receipt of which is hereby acknowledged, we, THE UNION CENTRAL LIFE INSURANCE COMPANY, a corporation; and E. M. WAKEFIELD, contract purchaser, a widower now and at the time of entering into the contract,

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, a permanent easement and right-of-way over, upon, under, and across the following-described land in the County of Clark, in the State of Washington; to wit:

That portion of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 17 and of that part of Lots 2 and 3 of Section 17, lying northeasterly of the Bonneville Power Administration's Bonneville-Camas-Vancouver transmission line right of way; which lies within a strip of land 300 feet in width, the boundaries of said strip lying 212.5 feet distant northerly from, and 87.5 feet distant southerly from, and parallel to the survey line of the North Bonneville-Vancouver transmission line as now located and staked on the ground, over, across, upon, and/or adjacent to the above-described property from survey station 1301+00.4 to survey station 190+02.1; and which lies within a strip of land 250 feet in width, the boundaries of said strip lying 182.5 feet distant northerly and 87.5 feet distant southerly and parallel to the survey line of said transmission line from survey station 150+52.1 to survey station 195+00, said survey line of said North Bonneville-Vancouver transmission line being particularly described as follows:

Beginning at survey station 1301+00.4, a point on the east line of Section 17, Township 2 North, Range 3 East of the Willamette Meridian, said point being N. 0° 25' E. a distance of 2142.6 feet from the south-east corner of said Section 17; thence S. 89° 44' W. a distance of 6337.7 feet to survey station 1329+46.1 back equals 150+58.6 ahead; thence continuing S. 89° 44' W. a distance of 677.5 feet to survey station 147+66.1, at which point there is an equation in bearing of S. 89° 44' W. back equals S. 89° 40' W. ahead; thence S. 89° 40' W. a distance of 6720.5 feet to survey station 264+83.4, a point in Section 18, Township 2 North, Range 3 East of the Willamette Meridian; thence N. 75° 35' W. a distance of 5509.0 feet to survey station 319+57.4, a point on the west line of Section 13, Township 2 North, Range 2 East of the Willamette Meridian, said point being N. 1° 19' E. a distance of 574.0 feet from the quarter section corner on the west line of said Section 13.



The aforesaid easement and right-of-way is for the following purposes, namely: the perpetual right to enter and to erect, maintain, repair, rebuild, operate, and patrol one or more electric power transmission lines, and one or more telephone and/or telegraph lines, including the right to erect such poles and other transmission line structures, wires, cables, and the appurtenances necessary thereto; the further right to clear said right-of-way and keep the same clear of brush, timber, inflammable structures, and fire hazards; and the right to remove danger trees, if any, located beyond the limits of said right-of-way.

TO HAVE AND TO HOLD the said easement and right-of-way unto the UNITED STATES OF AMERICA and its assigns, forever.

It is further understood and agreed by the undersigned that the payment of such purchase price is accepted as full compensation for all damages incidental to the exercise of any of the rights above described.

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

In witness whereof the undersigned, the Board of Directors of the United States of America, a corporation, pursuant to a resolution of its Board of Directors, duly and lawfully adopted, and signed by its President and Vice President and Secretary, on this 12th day of May, 1912; and the undersigned, the undersigned, do hereby certify that this is a true and correct copy of the original of the same.

WITNESSES:

W. E. Moore
W. E. Taylor

UNITED STATES OF AMERICA
A Corporation
H. L. Roddy Vice President
Chas. A. Egan Asst. Secretary
M. M. Halsted

STATE OF *Washington*
COUNTY OF *Clark*

} ss:

On the *17th* day of *April*, 194*4*, personally came before me, a notary public in and for said County and State, the within-named *M. L. WALKERFIELD*, a widower, to me personally known to be the identical person described in and who executed the within and foregoing instrument and acknowledged to me that he executed the same as his 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.



M. L. Walkerfield
Notary Public in and for the State of *Washington*
Residing at *Vancouver, Wash.*

My commission expires: *Aug 1, 1944*

STATE OF OHIO

} ss:

County of *Hamilton*

On this *12th* day of *May*, 194*4*, before me personally appeared *H. L. Rodell* to me known to be the *Vice-President* of the corporation that executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

I, *Robert Alfred Kisker*, I have hereunto set my hand and affixed my official seal the day and year first above written.

Robert Alfred Kisker
Notary Public in and for the State of Ohio,
(Robert Alfred Kisker) County of *Hamilton*
Residing at *Cincinnati, Ohio*

My commission expires: *February 5, 1944*

4356573 EAS

RecFee - \$47.00 Pages: 8 - CHICAGO TITLE INSURANCE
Clark County, WA 07/31/2007 03:10

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Cassie N. Crawford
Nellor Retsinas Crawford
1201 Main Street
Vancouver, WA 98660

Real Estate Excise Tax
Ch. 11 Rev. Laws 1951

EXEMPT

Affd. # 0 Date 7-31-07
For details of tax paid see

Affd. # 0
Doug Lasher
Clark County Treasurer

By Rv
Deputy

This document is recorded as an accommodation by Chicago Title Insurance and maintains no responsibility as to the effect or provisions of this document.

W 5176

EASEMENT

Grantor : GM CAMAS, LLC; A.G. THREE, LLC; and KG-GM, LLC
Grantee : R. LON COMBS

Abbreviated Legal : Sec. 17, T2N, R3E WM
Tax Parcel No. :
Other Reference No(s). :

Effective Date:

July 31, 2007

Parties:

GM CAMAS, LLC; A.G. THREE,
LLC and KG-GM, LLC ("collectively GM
Camas")

and

R. LON COMBS ("Combs")

Recitals:

A. GM Camas is the owner of Tax Parcel Nos. 171727-000 & 172341-000 in Clark County, Washington, legally described on Exhibit "A" ("GM Camas Property").

EASEMENT - 1

B. Combs is the owner of Tax Parcel No. 171730-000 in Clark County, Washington, legally described on Exhibit "B" ("Combs Property").

C. The parties' acknowledge and agree that GM Camas is hereby granting a utility easement benefiting the Combs Property under the terms and conditions set forth hereinbelow.

1. Incorporation of Recitals. The parties acknowledge and agree that the terms and conditions contained in the Recitals set forth hereinabove shall be fully incorporated into this Agreement and shall be binding as covenants upon the parties.

2. Easement/Consideration For consideration between the parties which is hereby acknowledged, GM Camas hereby grants and conveys a non-exclusive temporary utility easement to Combs for the Combs Property, as set forth on Exhibit "A" and depicted as the shaded area on Exhibit "A-1" ("Temporary Easement"). The Temporary Easement shall have a 20 foot buffer surrounding it to allow Combs access to install, maintain and repair any utility line(s) and/or equipment. Combs shall be solely responsible for all of said maintenance and repair.

All parties acknowledge and agree that GM Camas is granting this Temporary Easement at the request of and for the benefit of Lon Combs (only), that it is personal to Lon Combs and cannot be assigned or transferred without GM Camas' prior written approval (which may be withheld). It is also acknowledged and agreed by all parties that this is a Temporary Easement and does not run with the land, and will not be recorded. It is further acknowledged and agreed that GM Camas may cancel or modify the Temporary Easement (for any reason) by giving Combs a written 30 day notice of termination or modification. It is further acknowledged and agreed that GM Camas intends to develop adjoining property and upon finalization of such development plans, GM Camas and Combs will agree on the final location of a permanent utility easement for Combs' benefit. GM Camas agrees that they will not cancel or modify the Temporary Easement unless GM Camas' development plan provides another utility point of access for Combs. Combs has utilities in place already on this Temporary Easement. When the location of the permanent easement is agreed upon, Combs will pay all costs related to abandonment and or removal of utilities from the Temporary Easement (if required by GM Camas) and all costs related to the permanent easement including but not limited to the survey, installation and connection of the utilities.

3. Indemnification. Each party agrees to defend, indemnify and hold harmless the other party against any and all claims, liabilities, costs, expenses or damages of any kind or nature (including reasonable attorney's fees and costs) for any damage or injury (including 3d party injuries) caused by such other party, or its agents, employees, and/or contractors, resulting directly or indirectly from the parties' rights and obligations under this Agreement.

4. Entire Agreement. This Agreement is the whole agreement between the parties and supersedes all oral understandings and previous written agreements that are inconsistent with the

EASEMENT - 2

provisions hereof. There are no representations, warranties or other agreements between the parties that in any way modify or change the terms of this Agreement.

5. Headings. The headings appearing in this Agreement are for convenience of reference only and in no way define, limit, or circumscribe the scope and intent of this Agreement or any provision herein.

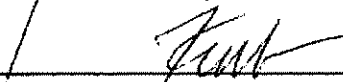
6. Mediation. In the event of any dispute hereunder and prior to the filing of any lawsuit, the parties agree to submit such dispute to mediation to a retired Clark County judge acting as a mediator within ten (10) days.

7. Enforcement. This Agreement shall be governed by the laws of the State of Washington with venue in Clark County. In the event of any dispute under the terms of this Agreement, the prevailing party shall be entitled to attorneys fees and costs.

Dated:


G.M. Cenas, LLC

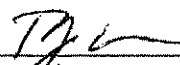
Dated:


A.G. Thrice, LLC

Dated:


K.G. Gm, LLC

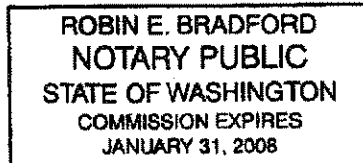
Dated:


R. Low Cumbbs

STATE OF WASHINGTON)
 : ss.
County of Clark)

I certify that R. Ron Combs appeared personally before me and that I know or have satisfactory evidence that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 31st day of July, 2007.



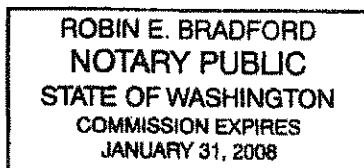
Robin E. Bradford
NOTARY PUBLIC FOR WASHINGTON
My Commission Expires: 11/31/08

STATE OF Washington)
 ss.
County of Clark)

On this 31st day of July 2007 before me personally appeared Paul E. Christensen, to me known to be the manager of Gm Camas, LLC that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of such corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Dated: July 31, 2007



NOTARY PUBLIC in and for the State
of Washington

Robin E. Bradford
Expiration: 11/31/08

EASEMENT - 4

STATE OF Washington)

ss.

County of Clark)

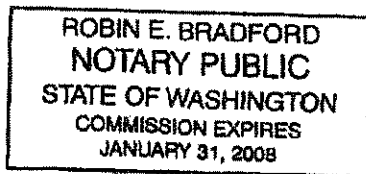
On this 31st day of July 2007 before me personally appeared Kerry S. Gilbert, to me known to be the manager of A.C. Three, LLC that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of such corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Dated: July 31, 2007

NOTARY PUBLIC in and for the State
of Washington

Robin E. Bradford
Expiration: 1/31/08



STATE OF Washington)

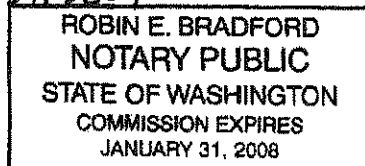
ss.

County of Clark)

On this 31st day of July 2007, before me personally appeared Kerry S. Gilbert, to me known to be the manager of K6-Gm, LLC that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of such corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

July 31, 2007
Dated:



NOTARY PUBLIC in and for the State
of Washington

Robin E. Bradford
Expiration: 1/31/08

EASEMENT - 5

EXHIBIT 'A'

(360) 695-1385
1111 Broadway
Vancouver, WA
98660

LEGAL DESCRIPTION FOR LON COMBS
15.00' Electric Easement

May 1, 2007

A parcel of property 15.00 feet in width in the South half of Section 17, Township 2 North, Range 3 East, Willamette Meridian in Clark County, Washington being 7.50 feet on each side of the following described centerline:

COMMENCING at the Southeast corner of Lot 11 of Mountain Glen, a subdivision recorded in Book J of Plats at Page 199 of Clark County records;

THENCE North 89° 22' 57" West along the South line of said Mountain Glen Subdivision a distance of 930.24 feet;

THENCE South 44° 04' 35" East 950.68 feet to the TRUE POINT OF BEGINNING;

THENCE North 71° 52' 12" East 226.20 feet;

THENCE South 88° 29' 49" East 66.64 feet;

THENCE South 66° 14' 54" East 42.67 feet;

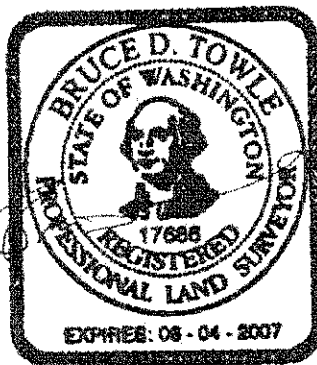
THENCE South 83° 21' 16" East 42.87 feet;

THENCE North 61° 43' 50" East 208.01 feet;

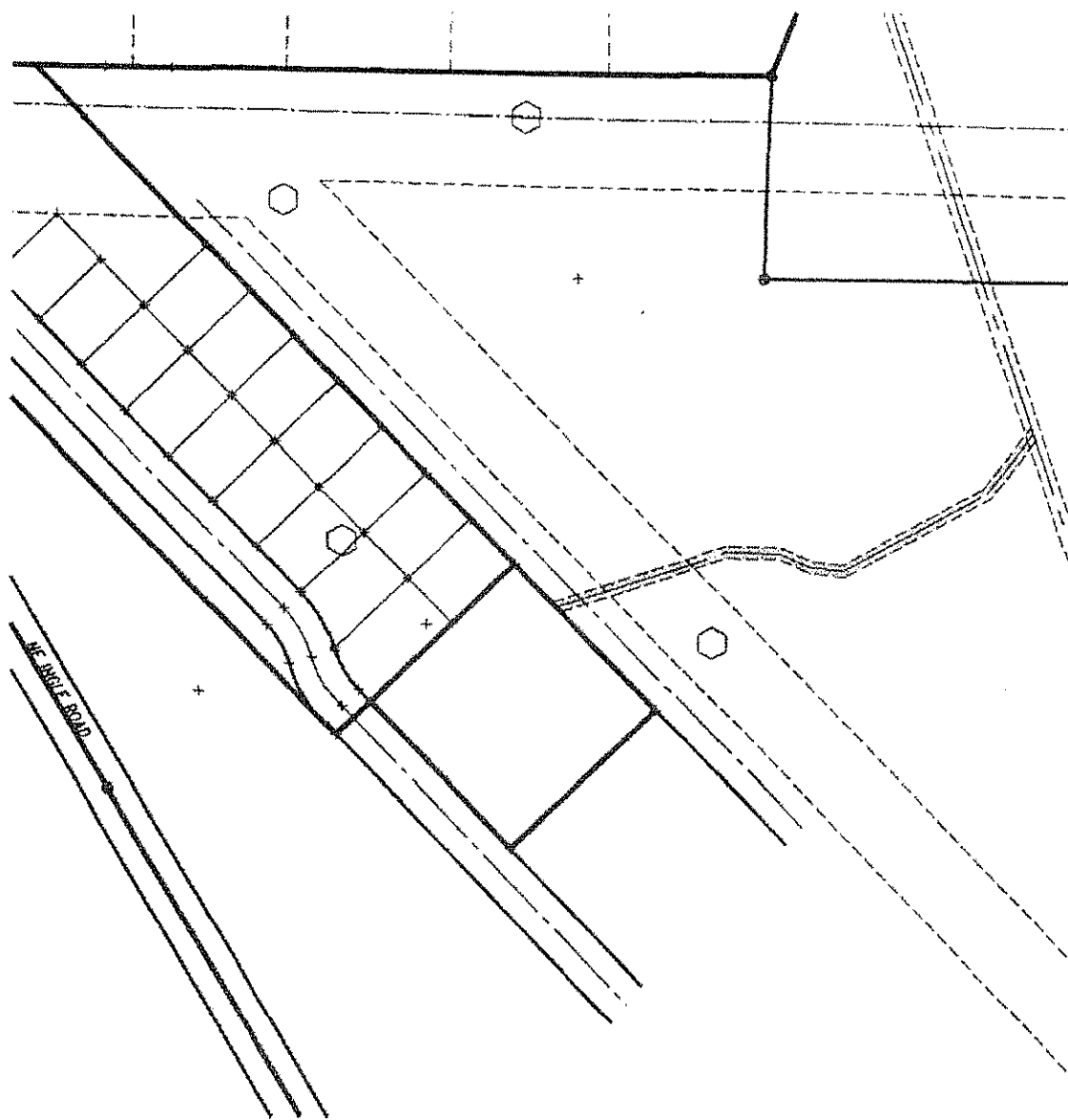
(360) 695-1385
1111 Broadway
Vancouver, WA
98660

THENCE North 37° 20' 20" East 96.38 feet to the centerline of an existing waterline easement as shown on said plat of Mountain Glen Subdivision and the end of said centerline.

The sidelines of said 15.00 foot strip shall be lengthened or shortened to intersect each other and a line which bears South 44° 04' 35" East and North 44° 04' 35" West from the TRUE POINT OF BEGINNING.



511107



K 52991

9509290119

WATER SYSTEM FACILITIES TRANSFER AND AGREEMENT OF SERVICES

Know by all men by these presents that Green Mountain Resorts, Inc., a Washington Corporation (grantor) for and in consideration of the mutual benefit and other good and valuable consideration which is hereby acknowledged, do by these presents GRANT, BARGAIN, SELL AND CONVEY unto Public Utility District No. 1 of Clark County a Municipal Corporation of Washington (Utility), said facilities that have been constructed pursuant to the plans and specification approved by the Utility, particularly described as follows:

MOUNTAIN GLEN SATELLITE WATER SYSTEM

Located in Clark County, Washington as further described in Exhibit "A" and shown on Exhibit "C" attached. Said facilities have been constructed for the sole purpose of providing domestic water service by the Utility to the residential subdivision known as Mountain Glen, as filed by the Grantor with the Clark County Records Office. The Utility hereby agrees to perpetually provide water services to these residences and maintain said facilities in accordance with the established standards of the Utility and the State of Washington. Further, Grantor conveys an easement to the Utility for access, egress, utility transmission lines, and maintenance as described in attached Exhibit "B" and shown on Exhibit "C".

Agreed, accepted and acknowledged this 22 day of September, 1995

Paul A. DeBonl
Green Mountain Resorts, Inc.
Paul A. DeBonl
Vice President

Steve Patten
Public Utility District No. 1
Clark County, Washington

STATE OF OREGON)
 : s.s.
County of Multnomah)

This is to certify that before me, the undersigned Notary Public, on this 22 day of September, 1995 personally came Paul DeBonl to me, known as the individual who executed the foregoing instrument as Vice President for Green Mountain Resorts, Inc., therein described, and acknowledged to me that he signed and sealed the said instrument for Green Mountain Resorts, Inc. freely and voluntarily, for the uses and purposes therein mentioned and on the oath stated that he is authorized to execute this instrument on behalf of Green Mountain Resorts, Inc. and that said Green Mountain Resorts, Inc. is an active corporation.

WITNESS my hand and official seal hereto affixed the date and year in this certificate first above written.



Theresa L. Friesen
Notary Public in and for the State of
Oregon
Name Printed Theresa L. Friesen
residing at Post Office
My appointment expires on 7-11-97

STATE OF WASHINGTON)
 : ss.
County of Clark)

This is to certify that before me, the undersigned Notary Public, on this 22 day of September, 1995 personally came Steve Patten to me, known as the individual who executed the foregoing instrument as Attorney in Fact for Public Utility District No. 1 of Clark County, therein described, and acknowledged to me that he signed and sealed the said instrument for Public Utility District No. 1 of Clark County freely and voluntarily, for the uses and purposes therein mentioned and on the oath stated that the Power of Attorney authorizing the execution of this instrument has not been revoked and that said Public Utility District No. 1 of Clark County is an active corporation.

WITNESS my hand and official seal hereto affixed the date and year in this certificate first above written.

Virginia Strong
Notary Public in and for the State of
Washington
Name Printed Virginia Strong
residing at Clark County
My appointment expires on 2-1-98

DECLARATION OF RESTRICTIVE COVENANT

The Grantor, Green Mountain Resorts, Inc., a Washington Corporation, herein is the owner of the real estate situated in the County of Clark, State of Washington, more particularly described as Exhibit "A" and shown on Exhibit "C" attached hereto and by this reference incorporated herein.

The Grantee, PUBLIC UTILITY DISTRICT NO. 1 OF CLARK COUNTY, a Municipal Corporation of the State of Washington, hereby operates a well and waterworks supplying water for public use, located upon the real estate situated in Clark County, State of Washington, more particularly described on Exhibit "A" and shown on Exhibit "C" attached hereto and by this reference incorporated herein, which well and waterworks is located on the land of the Grantor and the Grantor and Grantee are required to keep the water supplied from said well free from impurities which might be injurious to the public health.

It is the purpose of the covenant to prevent certain practices hereinafter enumerated in the use of the said Grantor's land which might contaminate said water supply.

NOW, THEREFORE, in consideration of mutual benefits hereby acknowledged, Grantor agrees and covenants with the Grantee, its successors and assigns, said covenants to run with the land for the benefit of Grantee and shall be binding on all parties having or acquiring any right, title or interest in the land described on Exhibit "A" and shown on Exhibit "C" attached hereto and incorporated herein by reference, that said Grantor, its successors and assigns will not construct, maintain, or suffer to be constructed or maintained upon the said land of the Grantor and within one hundred (100) feet of the Grantee, so long as the same is operated to furnish water for public consumption, any potential source of contamination, such as cesspools, sewers, privies, septic tanks, drain fields, manure piles, garbage of any kind or description, barns, chicken, houses, rabbit hutches, pigpens, or other enclosures or structures for the keeping or maintaining of food or animals, or storage of liquid or dry chemicals, herbicides or insecticides.

Dated this 22 day of September, 1995

Green Mountain Resorts, Inc.

Paul A. DeBoni
Vice President

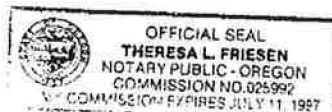
STATE OF OREGON)

) S.S.

County of Multnomah)

This is to certify that before me, the undersigned Notary Public, on this 22 day of September, 1995 personally came Paul DeBoni to me, known as the individual who executed the foregoing instrument as Vice President for Green Mountain Resorts, Inc., therein described, and acknowledged to me that he signed and sealed the said instrument for Green Mountain Resorts, Inc. freely and voluntarily, for the uses and purposes therein mentioned and on the oath stated that he is authorized to execute this instrument on behalf of Green Mountain Resorts, Inc. and that said Green Mountain Resorts, Inc. is an active corporation.

WITNESS my hand and official seal hereto affixed the date and year in this certificate first above written.



Theresa L. Friesen
Notary Public in and for the State of Oregon

Name Printed Theresa L. Friesen
Residing at Don't know
My appointment expires on 7-11-97

421

Return TO:
Green Mtn Hm
7820 NE McLellan Street
Ste 13-10
Portland OR 97212

EXHIBIT "A"
LEGAL DESCRIPTION FOR MT. GLEN
Pump House Easement

A parcel of property located in the Southeast quarter of the Southeast quarter of Section 17, Township 2 North, Range 3 East of the Willamette Meridian in Clark County, Washington described as follows:

COMMENCING at the Northeast corner of the Southeast quarter of said Section 17;

THENCE South $01^{\circ} 45' 46''$ West along the East line of said Section 17 a distance of 687.70 feet;

THENCE North $89^{\circ} 22' 57''$ West, 1907.93 feet;

THENCE South $18^{\circ} 58' 08''$ East, 763.48 feet to the TRUE POINT OF BEGINNING.

THENCE North $71^{\circ} 01' 52''$ East, 61.00 feet;

THENCE South $18^{\circ} 58' 08''$ East 125.00 feet;

THENCE South $71^{\circ} 01' 52''$ West 80.00 feet;

THENCE North $71^{\circ} 01' 52''$ East 19.00 feet to the TRUE POINT OF BEGINNING.

EXHIBIT "B"
LEGAL DESCRIPTION FOR MT. GLEN
Water Line Easement

A parcel of property in the Southeast quarter of Section 17, Township 2 North, Range 3 East of the Willamette Meridian in Clark County, Washington, said parcel being 20.00 feet in width and lying 10.00 feet on each side of the following described centerline:

COMMENCING at the Northeast corner of the Southeast quarter of said Section 17;

THENCE South $01^{\circ} 45' 46''$ West along the East line of said Section 17 a distance of 687.70 feet;

THENCE North $89^{\circ} 22' 57''$ West, 1907.93 feet to Point A and TRUE POINT OF BEGINNING,

THENCE South $18^{\circ} 58' 08''$ East 875.48 feet;

THENCE South $39^{\circ} 53' 31''$ East, 4.47 feet to point B and to the end of the above described centerline.

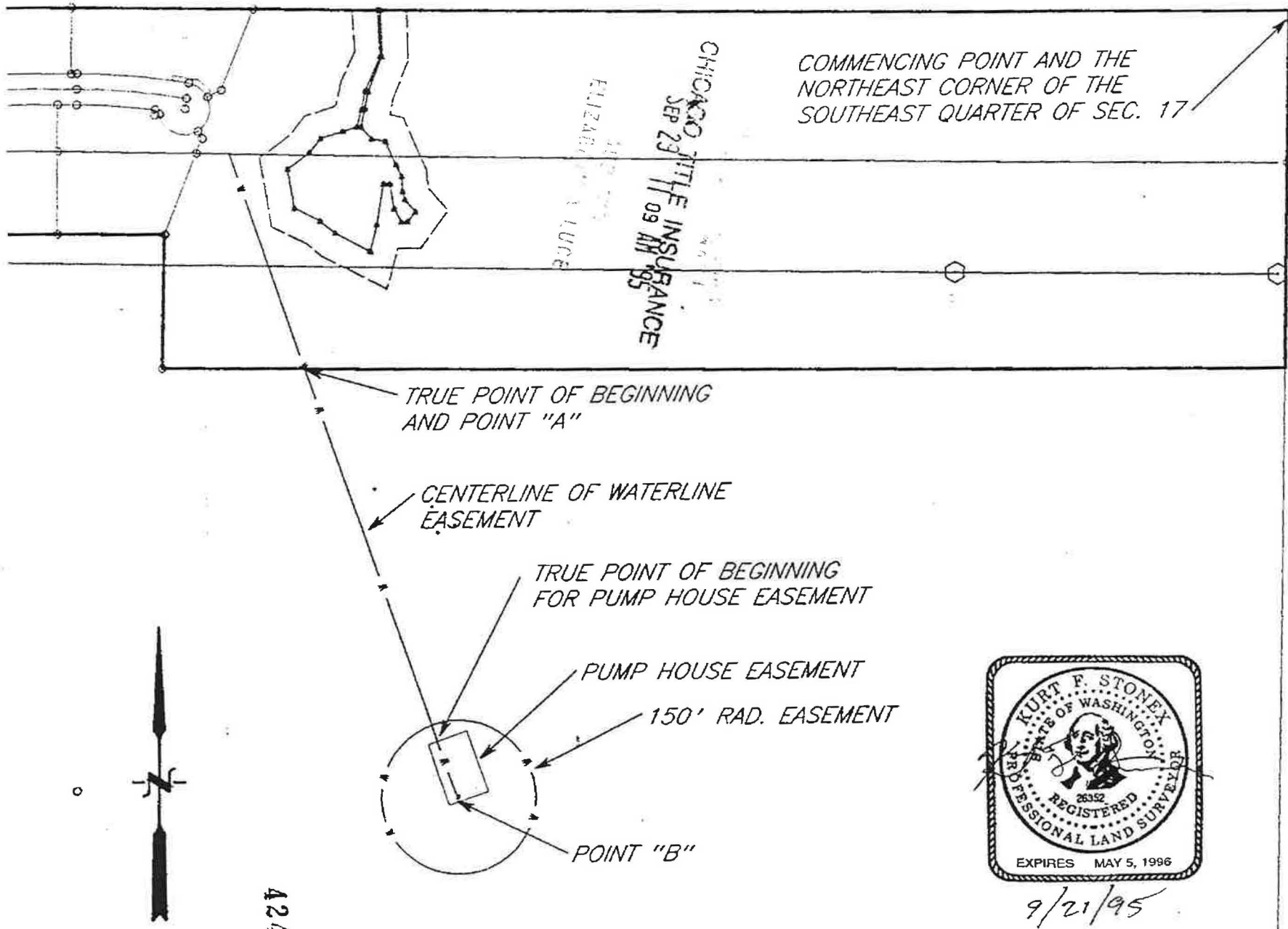
ALSO a parcel of property being 20.00 feet in width and lying 10.00 feet on each side of the following described centerline;

BEGINNING at Point A as described above;

THENCE North $18^{\circ} 58' 08''$ West, 403.90 feet to a 263.36 foot radius curve to the left which has a tangent bearing into said curve of North $23^{\circ} 00' 59''$ West at this point;

THENCE along said 263.36 foot radius curve to the left 103.92 feet to the end of the above described centerline.

ALSO a circular shaped parcel of property with a 150.00 foot radius, the radius point being Point B as described above.



E67256

WPA
TRANSMISSION LINE EASEMENT

FOR AND IN CONSIDERATION of the sum of Two Hundred Forty-----
----- Dollars (\$240.00),

In hand paid, receipt of which is hereby acknowledged, we, THE UNION CENTRAL LIFE INSURANCE COMPANY, a corporation; and M. L. WAREFIELD, contract purchaser, a widower now and at the time of entering into the contract,

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, a permanent easement and right-of-way over, upon, under, and across the following-described land in the County of Clark, in the State of Washington; to wit:

That portion of Lots One (1), Two (2) and Three (3), and the Southeast quarter (SE $\frac{1}{4}$) of the Southeast quarter (SE $\frac{1}{4}$) of Section Seventeen (17), and the north six hundred (600) feet of the east six hundred (600) feet of the Daniel Ollis D. L. C. No. Fifty-two (52) in Section Seventeen (17), all in Township Two (2) North, Range Three (3) East, Willamette Meridian, Clark County, Washington; which lies within a strip of land 100 feet in width, the boundaries of said strip lying 50 feet distant from, on either side of, and parallel to the survey line of the Bonneville-Camas-Vancouver transmission line from survey station 647+49.7 to survey station 676+30.0 back equals 190+46.3 ahead, and which lies within a strip of land 300 feet in width, the boundaries of said strip lying 25 feet distant south-erly from, and 275 feet distant northerly from, and parallel to the survey line of said transmission line from survey station 676+30.0 back equals 190+46.3 ahead to survey station 221+55.4, said survey line as now located and staked on the ground, over, across and upon the above property, being particularly described as follows:

Beginning at survey station 647+49.7, a point on the south line of Section 17, Township 2 North, Range 3 East, W.M., said point being S. 89° 44' W. a distance of 728.1 feet from the southeast corner of said Section 17; thence N. 45° 27' W. a distance of 2880.3 feet to survey station 676+30.0 back equals 190+46.3 ahead; thence S. 89° 44' W. a distance of 719.2 feet to survey station 197+65.5 at which point there is an equation in bearings of S. 89° 44' W. back equals S. 89° 40' W. ahead; thence S. 89° 40' W. a distance of 2389.9 feet to survey station 221+55.4, a point on the east line of the John Proebstel D. L. C. No. 23 in Section 18, Township 2 North, Range 3 East, W.M., said point being north a distance of 15.2 feet from the southeast corner of said John Proebstel D. L. C.

Bk. 318, Pg. 186

The aforesaid easement and right-of-way is for the following purposes, namely: the perpetual right to enter and to erect, maintain, repair, rebuild, operate, and patrol one or more electric power transmission lines, and one or more telephone and/or telegraph lines, including the right to erect such poles and other transmission line structures, wires, cables, and the appurtenances necessary thereto; the further right to clear said right-of-way and keep the same clear of brush, timber, inflammable structures, and fire hazards; and the right to remove danger trees, if any, located beyond the limits of said right-of-way.

To HAVE AND TO HOLD the said easement and right-of-way unto the UNITED STATES OF AMERICA and its assigns, forever.

It is further understood and agreed by the undersigned that the payment of such purchase price is accepted as full compensation for all damages incidental to the exercise of any of the rights above described.

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

Dated: 1912 day of

Vice-President 12th

Asst. Secretary

By: H. L. Aschultz

By: H. L. Aschultz

Vice-President

Asst. Secretary

Witnesses:

L. E. Moore

RECEIVED

RECEIVED

STATE OF Washington
COUNTY OF Clark ss:

On the 28th day of April, 1942, personally came before me, a notary public in and for said County and State, the within-named M. M. WAKEFIELD, a widower, to me personally known to be the identical person described in and who executed the within and foregoing instrument and acknowledged to me that he executed the same as his 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.



[Signature]
Notary Public in and for the State of Washington
Residing at Union, Wash.

My commission expires: Aug 1, 1944

STATE OF OHIO
County of Hamilton } ss:

On this 12th day of May, 1942, before me personally appeared H. L. Modell, to me known to be the Vice-President of the corporation that executed the within and foregoing instrument, 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 was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(SAL)

[Signature]
NOTARY PUBLIC in and for the State of Ohio, County of Hamilton,
Residing at Cincinnati, Ohio.
(Robert Alfred Kiskor)
My commission expires: February 5, 1944

Recorded May 21, 1942 at 3:11 P.M., by Fletcher Daniels
Atst. Co., K.W. Dargen, County Auditor.