

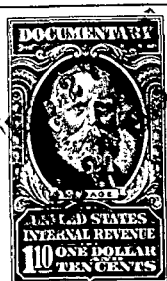
TRANSMISSION LINE EASEMENT

The GRANTOR, herein so styled whether one or more, **ERNEST OLSON and HILDA OLSON**, husband and wife, and **EDWIN NILSON and LETHA NILSON**, the same persons as Edwin Nilsen and Letha Nilsen,

for and in consideration of the sum of **SEVEN HUNDRED FIFTY** - - - - - Dollars (\$750.00), 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 1 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 that part of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 3, and of Government Lot 6, Township 2 North, Range 7 East, Willamette Meridian, Skamania County, Washington, which lies within a strip of land 100 feet in width, lying on the northwesterly side of, running parallel with, and adjoining the existing 300-foot right of way of the United States of America for its Bonneville Power Administration's Bonneville-Coulee transmission lines, the location of said 300-foot right of way being shown in Judgment on Declaration of Taking entered in Docket No. 34 of the District Court of the United States for the Western District of Washington, Southern Division, a certified copy of said judgment being recorded in Deed records of Skamania County, Washington, February 6, 1939, under Auditor's file No. 26971.

This easement shall include the right to install guys and anchors beyond the outside limits of the right of way 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 ~~the trees or snags within a strip of land 50 feet in width on the northwesterly side of said right of way from opposite survey station 215 + 20, and trees or snags within a strip of land 50 feet in width on the northwesterly side of said right of way from opposite survey station 218 + 00 to the north line of Government Lot 6~~ one danger tree located 120 feet northwest of and opposite survey station 215 + 20, and trees or snags within a strip of land 50 feet in width on the northwesterly side of said right of way from opposite survey station 218 + 00 to the north line of Government Lot 6

~~and~~ and contiguous to said right-of-way that (a) are danger trees on **date of this easement** (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 strip (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 **date of this easement**, 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.

Dated this 27th day of FEBRUARY, 1963

Ernest Olson
Ernest Olson

Hilda Olson
Hilda Olson

Edwin Nilson
Edwin Nilson

Letha Nilson
Letha Nilson

(Standard form of acknowledgment approved for use with all conveyances in Washington and Oregon)

STATE OF Washington)
) ss:
 COUNTY OF Clark)

On the 27th day of February, 1963, personally came before me, a notary public in and for said County and State, the within-named **ERNEST OLSON and HILDA OLSON**, 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)

Ada Johnson
 Notary Public in and for the
 State of Washington
 Residing at Vancouver

My commission expires: 10-24-64

STATE OF Washington)
) ss:
 COUNTY OF Clark)

On the 27th day of February, 1963, personally came before me, a notary public in and for said County and State, the within-named **EDWIN NILSON and LETHA NILSON**, 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)

Ada Johnson
 Notary Public in and for the
 State of Washington
 Residing at Vancouver

My commission expires: 10-24-64

STATE OF WASHINGTON)
) ss:
 COUNTY OF SKAMANIA)

I CERTIFY that the within instrument was received for the record on the 14th day of March, 1963, at 8:35 A M., and recorded in book 51 on page 149, records of Deeds of said County.

Witness my hand and seal of County affixed.

Evelyn O'Neal
 By *D. Simmons* Deputy.

After recording, please return to:

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

dec 2-26-63

BPA 177
 Rev. 5-2-61