



51 282  
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 60 feet in width on the north side ~~of said~~ ~~from opposite survey station 350+21 to opposite survey station 356+51 and from opposite survey station 363+26 to the Grantor's north and east property lines~~

~~side~~ and contiguous to said right of way that (a) are danger trees on February 6, 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 three 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 February 6, 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.

Dated this

7<sup>th</sup> day of May, 1963

Robert K. Garwood  
Robert K. Garwood

Mary Lou Garwood  
Mary Lou Garwood

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

STATE OF *Washington*)  
COUNTY OF *Skamania*) ss:

On the *7<sup>th</sup>* day of *May*, 19*63*, personally came before me, a notary public in and for said County and State, the within-named **ROBERT K. GARWOOD AND MARY LOU GARWOOD, 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)

*Donald C. McDert*  
Notary Public in and for the  
State of *Washington*  
Residing at *Stevenson*

My commission expires *Jan 25-1964*

STATE OF WASHINGTON )  
COUNTY OF SKAMANIA ) ss:

I CERTIFY that the within instrument was received for the record on the *14<sup>th</sup>* day of *May*, 19*63*, at *10:45 AM.*, and recorded in book *51* on page *281*, records of *Deeds* of said County.

Witness my hand and seal of County affixed.

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