BPA 481 B Rev. 10-21-57 W/DTS 6162 \$

Tract No. ST-23

## TRANSMISSION LINE EASEMENT

The GRANTOR, herein so styled whether one or more, JEROME NOVCASKI and LUELLA NOVCASKI, husband and wife,

for and in consideration of the sum of -ONE HUNDRED
Dollars (\$ 100.00 )
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 ente
and erect, maintain, repair, rebuild, operate and patrol 1 or more line(s) of electric power transmission struc
tures 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 Lot 4 of Ignaz Wachter subdivision of a part of NW1 of Section 36, Township 3 North, Range 7 East, Willamette Meridian, Skamania County, Washington, being a part of the NW1 NW1 NW1 of said Section 36, said portion 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 Stavenson Tap to Bonneville-Alcoa No. 1 and 2 transmission line as now located and staked on the ground over, across, upon, and/or adjacent to the above described property, said survey line being particularly described as follows:

Beginning at survey station 316+52.6 a point in the west line of "said Section 36, said point being S 1° 13' 20" W a distance of 170.2 feet from the northwest corner of said Section 36; thence N 28° 21' 20" E a distance of 190.5 feet to survey station 318+43.1 a point in the north line of said Section 36, said point being S 88° 21'00" E a distance of 86.9 feet from said northwest corner of Section 36,



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 fractions to the same clear of brush, timber, structured and shall be added to the same clear of brush, timber, structured and snages within strips of land fractions to the same clear of brush, timber, structured and snages within strips of land fractions to the same clear of brush, timber, structured and snages within sn

on the northwesterly side of said right of way between the Grantor's west and north property lines

(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 stripx (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 February 16, 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 31st day of	Jerone Novcaski  Luella Novcaski	
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BPA 177 Rev. 5-19-52

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

STATE OF WASHINGTON 88:

COUNTY OF SKAMANIA

On the 31st day of May , 1963, personally came before me, a notary public in and for said County and State, the within-named JEROME NOVCASKI and LUELLA NOVCASKI, 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 wees and purposes therein mentioned.

GIVEN under my hand and official seal the day and year

(SEAL)

Notary Public in and for the Washington, Residing at Stevenson.

My commission expires: 9/21/65.

mat printate W 70 STATE COUNTY OF Someonia

I CERTIFY that the within instrument was received for the record on the 500 day of , 1963, at 9:50 HM., and recorded in book 51 on page 343, records frame of said County.

Witness my hand and seal of County affixed.

Comprouse. By & Larrisman

After recording, please return to:

TITLE SECTION, BRANCH OF LAND BONNEVILLE POWER ADMINISTRATION P.O. BOX No. 3537 POPTLANT S. CREGON