

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 35 feet of ~~the electric transmission facilities herein-before described;~~ ^{any conductor} provided, however, it is agreed that compensation is included in the consideration stated above for trees or snags within strips of land ~~shown colored in green on EXHIBIT "B", attached hereto and by this reference made a part hereof~~

~~and~~ and contiguous to said right of way that (a) are danger trees on June 29, 1970, (hereinafter called "present danger tree"), ~~and (b) are additional danger trees outside of said strips (hereinafter called "additional 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 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 June 29, 1970, 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 shall vest in the UNITED STATES OF AMERICA upon their being cut pursuant to the terms hereof;~~ 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 24th day of August, 1970.

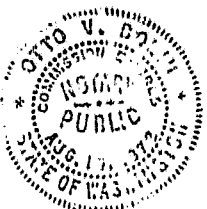
Harvey D. Fechner
Harvey D. Fechner

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

STATE OF Washington) ss:
COUNTY OF Shannon

On the 24th day of August, 1970, personally came before me, a notary public in and for said County and State, the within-named HARVEY D. KELCHNER, a single man, 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.



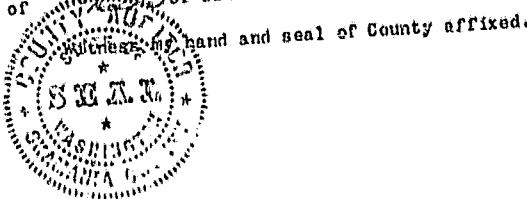
(SEAL)

Otto V. Brown
Notary Public in and for the
State of Washington
Residing at Seattle

My commission expires: 8-1-72

STATE OF Washington) ss:
COUNTY OF Shannon

I CERTIFY that the within instrument was received for the record on the 31 day of August, 1970, at 11:10 A.M., and recorded in book 62 on page 13, records of Shannon County, of said County.



H. P. Treadwell
By E. M. Treadwell Deputy.

After recording, please return to:

TITLE SECTION, BRANCH OF LAND
BONNEVILLE POWER ADMINISTRATION
P.O. BOX No. 362H
PORTLAND, OREGON 97208

TRA 117A
Rev. 1-69

EXHIBIT "A"

That portion of a strip of land 12.5 feet in width which lies within the following:

The SW $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 9, Township 3 North, Range 10 East, Willamette Meridian, Skamania County, Washington.

Said strip of land is parallel with, lies on the northerly side of and adjoins the existing 250-foot right of way of the Bonneville Power Administration's McNary-Ross transmission line. The location of said existing right of way is shown in the easement dated August 13, 1953, recorded August 18, 1953 in Book 37, page 126, under Auditor's File No. 45884, in Deed records of Skamania County, Washington.

