

TRANSMISSION LINE EASEMENT

The GRANTOR, herein so styled whether one or more, JAMES D. MACKELLAR, as his separate property as to an undivided one-half interest; JEAN SCOTT SNEIDMAN, as her separate property as to an undivided one-fourth interest; and James D. MacKellar in trust for KATHA DARACH SHEEHAN, as her separate property, as to the remaining one-fourth interest;

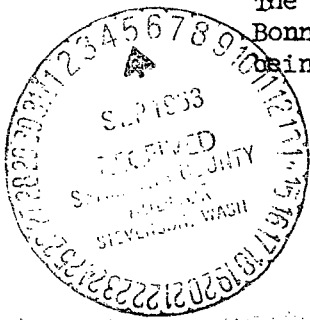
for and in consideration of the sum of -SIX HUNDRED TWENTY FIVE- - - - - Dollars (\$ 625.00),

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 one line 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 the $N\frac{1}{2}SW\frac{1}{4}SE\frac{1}{4}$ of Section 25, Township 3 North, Range 7 $\frac{1}{2}$ 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 line, 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 on February 6, 1939, in Book 27, page 315, under Auditor's File No. 26971, the boundaries of said 100 foot strip lying 37.5 feet distant southeasterly from and 62.5 feet distant northwesterly from and parallel with the survey line for the Stevenson 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 364+97.5 a point in the south line of said Section 25, said point being S. 89°25'40" E. a distance of 85.4 feet from the southwest corner of said Section 25; thence N. 77°37'00" E. a distance of 892.7 feet to survey station 373+90.2; thence N. 71°01'20" E. a distance of 1774.1 feet to survey station 391+64.3 back equals 392+00.0 ahead; thence N. 69°57'30" E. a distance of 748.7 feet to survey station 399+48.7 a point in the north-south quarter section line of said Section 25, said point being N. 0°42'20" E. a distance of 1059.3 feet from the quarter section corner in the south line of said Section 25; thence continuing N. 69° 57'30" E. a distance of 2818.6 feet to survey station 427+67.3 a point in the east line of said Section 25, said point being S. 1°01'00" W. a distance of 587.0 feet from the quarter section corner in said east line.

The term "centerline" as hereinafter used shall mean that line shown on Bonneville Power Administration drawing No. 125907 dated December 7, 1962, being 37.5 feet north of and parallel to the Bonneville-Coulee right of way.



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 ~~a~~ strip of land 20 feet in width on the north ~~subsequent~~ ~~thereafter~~

side of and contiguous to said right of way that (a) are danger trees on April 8, 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 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 April 8, 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 10 day of July, 1963

James D. MacKellar
James D. MacKellar

Jean Scott Sneidman
Jean Scott Sneidman

James D. MacKellar
James D. MacKellar, trustee U/W Harry R. MacKellar
FBO Katha Darach Sheehan

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

BOOK 32 - 33

STATE OF Oregon)
) ss:
COUNTY OF Multnomah

On the 10 day of July, 1963, personally came before me, a notary public in and for said County and State, the within-named JAMES D. MacKELLAR, individually, and JAMES D. MacKELLAR, trustee under the Will of Harry R. MacKellar FBO Katha Darach Sheehan 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)

[Signature]
Notary Public in and for the
State of Oregon
Residing at Portland, Oregon
My commission expires Sept. 20, 1965

STATE REPUBLIC OF FRANCE, CITY OF PARIS }
 EMBASSY OF THE UNITED STATES OF AMERICA } ss:
COUNTY OF AMERICA

On the 16th day of July, 1963, personally came before me, a notary public in and for said County and State, the within-named JEAN SCOTT SNEIDMAN me personally known to be the identical person described in and who executed the in and foregoing instrument and acknowledged to me that she executed the same her free and voluntary act and deed, for the uses and purposes therein mentioned.

er my hand and official seal the day and year last above written.

[Signature]
~~Notary Public in and for the~~
~~State of~~
~~Residing at~~ M.-V. Bornl
American Vice-Consul
~~My commission expires:~~

STATE OF W)
) ss:
COUNTY OF SKAG)

I CERTIFY that within instrument was received for the record on the 5th day of Sept., at 8:35 A M., and recorded in book 52 on page 31, records of Deeds of s county.

Witness my hand seal of County affixed.

[Signature]
By [Signature] Deputy.

After recording, please return to:

pmp 4-16-63

TITLE SECTION, BRANCH OF LAND
BONNEVILLE POWER ADMINISTRATION
P.O. BOX No. ~~3321~~ 3621
PORTLAND 8, OREGON

BPA 177
Rev. 5-2-61