

DEED RECORD No. 33

SKAMANIA COUNTY, WASHINGTON

line and a right ofway extending in an easterly direction from the said tract across the said Section 2;

4. A tract of land conveyed to James Akerill and Sarah M. Akerill, husband and wife, and Robert S. Akerill by deed dated May 1, 1937 and recorded at page 286 of Book Z of Deeds.

5. A tract of land 300 feet in width acquired by the United States of America by judgment on declaration of taking in Cause No. 34 in the District Court of the United States for the Western District of Washington, Southern Division, dated February 3, 1939, a copy of which judgment is recorded at page 315 of Book 27 of Deeds;

6. A tract of land conveyed to William Warfield by deeds dated March 21 and 22, 1939, and recorded at pages 353 and 354 of Book 27 of Deeds;

7. A tract of land conveyed to R. M. Hegewald by deed dated August 3, 1948, and recorded at page 150 of Book 32 of Deeds;

8. An easement for a telephone line on, over, and across the northeast quarter of the northwest quarter and the $W\frac{1}{2}$ of the $NE\frac{1}{4}$ of the said Section 2 conveyed to the United States of America, Department of Agriculture, by an instrument dated May 2, 1939, and recorded at page 396 of Book 27 of Deeds;

9. A flowage easement granted to the United States of America on, over, and across that portion of the Felix G. Iman D. L. C. lying northerly of the S. P. and S. Railway Company's right of way, to overflow the said property up to the 94 foot contour line as determined by reference to the U. S. C. & G. S. datum, by deed dated September 4, 1936, and recorded at page 67 of Book Z of Deeds;

10. An easement for an access road together with the right to cut brush, etc., appurtenant to the Bonneville transmission line granted to the United States of America by deed dated September 26, 1940, and recorded at page 207 of Book 28 of Deeds;

11. A perpetual right of way together with the right to cut brush, etc., granted to the Northwestern Electric Company by deed dated June 12, 1912, and recorded at page 603 of Book N of Deeds;

12. Tracts of land acquired by Skamania County and the State of Washington for roads and road rights of way;

13. A right of way for a power line granted to the West Coast Power Company, a Delaware corporation, by an instrument dated November 28, 1936, and recorded at page 322 of Book 3 of Agreements and Leases;

14. An unrecorded lease in favor of Gust J. Melonas for a goat ranch;

15. An unrecorded lease of a sawmill site in favor of Fred Dallos and Ray L. Mallicott, a partnership doing business as the M. D. Lumber Company.

Also all of Section 3, Township 2 North, Range 7 E. W. M. EXCEPT government lots 4, 6 and 7, and the southwest quarter of the southeast quarter thereof, and EXCEPT a tract of land 300 feet in width acquired by the United States of America for the Bonneville transmission line as hereinbefore described.

Also EXCEPTING all second growth timber having a butt measurement of 20 inches or less.

Also granting the right to use access road now constructed upon said real property and extending therefrom in a southeasterly direction over Sections 2 and 11 which intersects the county road known as the Old State Highway at or near the east line of the Iman D. L. C. It is understood and agreed that the right to use the access road above mentioned shall be subject to condition that gate established thereon near the southerly terminus thereof shall be kept closed at all times and opened only for the passage of logging trucks unless other satisfactory arrangement shall be made with the above mentioned lessee.

The party of the second part shall have the right to construct upon the real property above described such logging roads as may be necessary or convenient in logging the said timber but in so doing shall not unnecessarily damage or destroy second growth timber having a butt measurement of less than 20 inches.

This conveyance does not include any claim or any compensation for damage now owing to the party of the first part for timber heretofore cut or removed from the said premises and shall not be construed as an assignment or extinguishment in any manner of the right to claim and recover damages from any person or persons resulting from the unlawful removal of timber from said premises or trespass thereon.

The party of the second part shall have a term of five (5) years from date hereof in which to remove said timber and all timber being or remaining upon the said real