

46538

BOOK

37-466

TRACT NOS. Mc-R-AR-39A,
Par. #2
Mc-R-AR-39C

ACCESS ROAD EASEMENT

FOR AND IN CONSIDERATION of the sum of FIFTY DOLLARS (\$50.00) in hand paid, receipt of which is hereby acknowledged, CROWN ZELLERBACH CORPORATION, a corporation, has granted, bargained, and sold and by these presents do hereby grant, bargain, sell, and convey unto the UNITED STATES OF AMERICA and its assigns, a permanent easement and right-of-way approximately 14 feet in width, with such additional widths as are necessary to provide for cuts, fills, and turnouts and for curves at the angle points, all over and across the lands of the undersigned in that portion of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ and NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 2, Township 2 North, Range 6 East of the Willamette Meridian, Skamania County, Washington, for the following purposes, namely: the right to enter and to clear of timber, endangering trees, and brush; to grade, level, cut, fill, drain, build, maintain, repair, and rebuild a road or highway and such culverts, bridges, turnouts, retaining walls, or other appurtenant structures as may be necessary, on, over, and across the land embraced within the right-of-way, as shown on the attached right-of-way maps serially numbered 56366.

The undersigned will be permitted the right of ingress and egress over and across said road, and the right to pass and repass along and on said road insofar as the same extends across the lands of the undersigned, said right to be exercised in a manner that will not interfere with the use of the road by the United States of America, its agents or assigns.

Reserving, however, to the grantor for itself, its successors and assigns, the right to use said strip of land for all purposes not inconsistent with the grantee's use of the same, and particularly the right to cross the same with railroads, truck roads and all other ways and means customary in transporting forest products, also the right to freely pass over and across said strip of land by all necessary means and for any purpose incident to the ownership of adjacent lands, also the right to use the surface of the strip of land for ordinary operations.

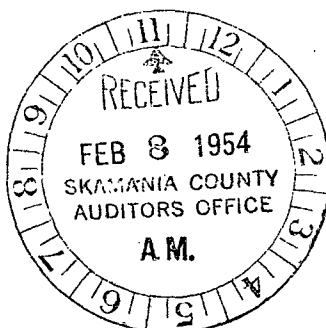
It is understood and agreed that if said road is damaged by the UNITED STATES OF AMERICA, its officers, employees, contractors, or assigns, the UNITED STATES OF AMERICA or its assigns will repair such damage, provided, however, it is understood and agreed that by this agreement there shall be no admission or assumption of risk or liability on the part of the United States or any of its agencies, bureaus, or departments on account of any injury to person or livestock or any damage to other personal property by reason of the use of said road, but that such use shall be at the undersigned's own risk and liability.

It is further understood and agreed that the undersigned, its heirs, and assigns may erect or maintain fences across said road, provided adequate gates of not less than ten feet in width are installed, which may be kept locked, provided the UNITED STATES OF AMERICA is also permitted to install its own lock thereon.

TO HAVE AND TO HOLD the said easement and right-of-way to the UNITED STATES OF AMERICA and its assigns, forever.

It is further understood and agreed by the undersigned that the payment of such purchase price is accepted as full compensation for all damages incidental to the exercise of any of the rights above described.

Crown Zellerbach Corporation covenants with the UNITED STATES OF AMERICA that it is lawfully seized and possessed of the lands aforesaid; has a good and lawful right and power to sell and convey the same; that the same are free and clear of all encumbrances, except as above noted, and that it will forever warrant and defend the title thereto and quiet possession thereof against the lawful claims of all persons whomsoever.



IN WITNESS WHEREOF, CROWN ZELLERBACH CORPORATION, a corporation, pursuant to a resolution of its Board of Directors, duly and legally adopted, has caused these presents to be signed by its Vice President and Assistant Secretary and its corporate seal to be hereunto affixed this 13th day of August, 1953.

Crown Zellerbach Corporation

(SEAL)

By [Signature] Vice President
By [Signature] Assistant Secretary

STATE OF California
City of San Francisco ss:
COUNTY OF San Francisco

On this 13th day of August, 1953, before me personally appeared D. J. GALEN and J. E. MURRAY to me known to be the Vice President and Assistant Secretary of the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated [Signature] authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

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

(SEAL)

Geraldine J. Cohen
Notary Public in and for the
State of California
Residing at [Address]
My commission expires: [Date]

STATE OF Washington)
COUNTY OF Skamania) ss:

I CERTIFY that the within instrument was received for the record on the 8 day of February, 1954, at 11-00 A M., and recorded in book 37 on page 464 records of Deed of said County.

Witness my hand and seal of County affixed.

(SEAL)

John C. Wackler
By Carmelita Rankin Deputy

Upon recordation, please

Return to
Bonneville Power Administration
Branch of Land
P. O. Box No. 3537
Portland 8, Oregon

APPROVED AS TO FORM
PHILLIPS, COUGHLIN, BUELL & PHILLIPS

By [Signature]

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