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Tract Nos. Mc-R-153, Mc-R-155, Mc-R-157 Mc-R-AR-39, P. 13 & 15, Mc-R-AR-40, P. 1, 3, 5 & 7 Mc-R-AR-40A, P. 2 Mc-R-AR-41, P. 1 & 7 Mc-R-AR-42, P. 1

TRANSMISSION LINE EASEMENT AND ACCESS ROAD EASEMENT

The Grantor, CROWN ZELLERBACH CORPORATION, a Nevada corporation, for and in consideration of the sum of SIX THOUSAND TWO HUNDRED FORTY-ONE DOLLARS AND FIFTY CENTS (\$6,241.50), 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, operate, maintain, repair, rebuild, and patrol one or more electric power transmission lines and appurtenant signal lines, poles, towers, wires, cables, and appliances necessary in connection therewith, in, upon, over, under, and across the following-described parcel of land in the County of Skamania, in the State of Washington, to-wit:

Those portions of the $N_2^1S_2^1$ of Section 2, the SE_4^1 and $SE_4^1SW_4^1$ of Section 3, the $S_2^1SE_4^1$ of Section 4, and the $E_2^1NW_4^1$ and $SW_4^1NW_4^1$ of Section 9, all in Township 2 North, Range 6 East of the Willamette Meridian, Skamania County, Washington, which lie within a strip of land 300 feet in width, the boundaries of said strip lying 212.5 feet distant northerly from and 87.5 feet distant southerly from and parallel to the survey line of the McNary-Ross 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 8173 + 80.0, a point on the east line of Section 2, Township 2 North, Range 6 East, W.M., said point being N. 2° O4° 50° E. a distance of 2317.8 feet from the southeast corner of said Section 2; thence S. 59° 32° 30° W. a distance of 319.6 feet to survey station 8176 + 99.6; thence S. 83° 03° 50° W. a distance of 10699.9 feet to survey station 8283 + 99.5; thence S. 57° O1° 40° W. a distance of 5682.8 feet to survey station 8340 + 82.3, a point on the west line of Section 9, Township 2 North, Range 6 East W.M., said point being S. 3° 00° 00° W. a distance of 2586.7 feet from the northwest corner of said Section 9.

together with the right to clear said parcel of land and keep the same clear of all brush, timber, structures, and fire hazards, provided however, the words "fire hazards" shall not be interpreted to include growing crops; and also the present and future right to top, limb, fell, and remove all growing trees, dead trees or snags (collectively called "danger trees") located on Grantor's land adjacent to said parcel of land, which could fall upon or against said transmission and signal line facilities.

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

the right to freelypass 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 agricultural operations, provided, however, that in the exercise of such reserved rights no buildings or other structures shall be constructed on said land which will interfere with the operation and maintenance of the transmission lines located thereon.

If the Grantor, its successors or assigns, should hereafter construct any railroad or railroads, or truck roads across said right-of-way at a point or points where
the power or transmission line clearance above ground is sufficient to permit the
construction and operation of such railroad or railroads, the Grantee will not thereafter lower such power or transmission lines without the written consent of the
Grantor, its successors or assigns.

The Grantee shall at its expense, subject to the availability of appropriations therefor, keep the easement and right-of-way free from all noxious weeds as required by municipal, county, state or federal laws or regulations.

Also, in addition to the above-described easement and right-of-way, the Grantor herein grants to the UNITED STATES OF AMERICA and its contractors a right-of-way over such roads as now exist on its lands leading to the 300-foot transmission line right-of-way in the following parcels of land, namely: the NE¹₄, SW¹₄, S¹₂NW¹₄ and N¹₂SE¹₄ of Section 2; the SE¹₄ and SE¹₄SW¹₄, S¹₂NE¹₄ of Section 3; the SE¹₄SE¹₄ of Section 4; the W¹₂NW¹₄ of Section 9; the NE¹₄, NW¹₄, SW¹₄ and S¹₂SE¹₄ of Section 10; the NW¹₄NW¹₄ of Section 11; the W¹₂W¹₂ of Section 11; the E¹₂E¹₂ of Section 15; all in Township 2 North, Range 6 East, W.M., and the W¹₂SE¹₄ and SW¹₄NE²₄ of Section 35, Township 3 North, Range 6 East, W.M., all in Skamania County, Washington, for use as access roads in connection with the above-described transmission line easement.

The Grantor, its successors and assigns, reserves the right of ingress and egress over and across said roads, and the right to pass and repass along and on said roads insofar as the same extend across the lands of the Grantor, said right to be exercised in a manner that will not interfere with the use of the roads by the United States of America, its agents and assigns.

TO HAVE AND TO HOLD said easements 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 and timber cut and removed from said parcel of land and

also all growing trees, dead trees or snags (collectively called "danger trees") cut and removed from Grantor's land adjacent to said parcel of land is and shall be vested in the UNITED STATES OF AMERICA and its assigns and that the consideration paid for conveying said easements and rights herein described is accepted as full compensation for all damages incidental to the exercise of any of said rights.

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 easements and the quiet possession thereof against the lawful claims and demands of all persons whomscever.

IN WITNESS WHEREOF, CROWN ZELLERBACH CORPORATION has caused this instrument to be executed by its proper officers thereunto duly authorized and its corporate seal to be hereunto affixed this 8^{t} day of October, 1954.

(SÉÁL)

CROWN ZELLERBACH CORPORATION

By Han J. Amilian Vice Presiden

ATTEST Murray sst Secretary

STATE OF Capitorneis)
55:







on this day of the corporation, 1954, before me personally appeared foliable. The combined and the 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 that they are authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

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

Notary Public in and for the GERALDINE D. COHEN State of ROTARY PUBLIC in and for the City & County Residing atof San Francisco, State of California.

My Commission Expires January 11, 1957

My commission expires:

APPROVID AS TO FORM PHILLIPS, COLGHLIN, BUELL & PHILLIPS

BY THE PROPERTY OF T

(seal')