

48627



BOOK 39 PAGE 377

Tract No. Mc-R-AR-37, 38, 38A,
38B, 38C & 39

ACCESS ROAD EASEMENT

FOR AND IN CONSIDERATION of the sum of SIXTEEN THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$16,750.00) in hand paid, receipt of which is hereby acknowledged, CARSON LUMBER COMPANY, a Washington corporation, and STEVENSON LUMBER COMPANY, a Washington corporation, have 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 in a system of roads belonging to said corporations in Sections 19, 20, 21, 26, 27, 28, 29, 30, 31, 34, and 35, Township 3 North, Range 7 East, Sections 6, 7, 18, and 19, Township 2 North, Range 7 East, Section 36, Township 3 North, Range 6 East, and Section 1, Township 2 North, Range 6 East, Willamette Meridian; in Skamania County, Washington.

This easement and right of way is granted 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 said right of way, all for such uses as may be necessary to provide access for construction, operation, and maintenance of the Bonneville Power Administration's transmission line system and to move equipment and materials thereto and therefrom.

It is understood and agreed that the United States of America, its officers, employees, contractors, and assigns shall enter upon and use the said road system for the foregoing purposes only, and with the least possible interference with the normal logging activities of the undersigned corporations; that heavy equipment and materials will be moved over the said road system only at reasonable times and after the giving of due notice to the undersigned corporations.

The United States agrees to warn its officers and employees of the special hazards and personal risks which they assume and which are attendant upon the joint use of this road system, and that the United States of America will require its contractors and assigns to indemnify and hold the undersigned corporations harmless from and against any liability, damages, or claims arising out of or connected with entry upon and use of the said road system, provided that said requirement shall not extend to any contract entered into on or before August 10, 1953.

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.

It is understood and agreed that the undersigned corporations may erect or maintain fences across said road, provided adequate gates of not less than 10 feet in width are installed, which may be kept locked provided the Administrator is also permitted to install his own lock thereon.

It is understood that the said road system crosses some lands not owned by the undersigned corporations, and it is agreed that the United States of America will acquire such interests as may be necessary to it in such lands. The United States of America covenants to and with the undersigned corporations that it will not interfere with, obstruct, or object to entry upon and use of the said road system by the undersigned corporations on land not owned by them including lands owned by the State of Washington; and that it, the United States of America, will not interfere with, obstruct, or object to present and future applications made to the State of Washington, and present and future negotiations with private landowners, by the undersigned corporations for rights of way over the said road system and any extensions or relocations thereof.

By the acceptance of these presents the grantee hereby acknowledges and confirms the transfer of title to Stevenson Lumber Company of all of the logs and merchantable timber within the 300-foot transmission line right of way, and danger trees adjacent thereto, as acquired from the State of Washington by the United States of America in Tracts Mc-R-146 and Mc-R-146-B in Sections 27, 28 and 29, Township 3 North, Range 7 East, Willamette Meridian, except such logs and timber as have been acquired heretofore by Murray Bros. Construction Company under their contract for the clearing of said right of way; and, further, the grantee acknowledges that the transfer of title to Stevenson Lumber Company of said logs and timber is a benefit and consideration additional to the payment of the \$16,750.00 aforesaid.

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

The Grantors covenant with the UNITED STATES OF AMERICA that they are lawfully seized and possessed of the lands aforesaid; have 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 they will forever warrant and defend the title thereto and quiet possession thereof against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, CARSON LUMBER COMPANY, a Washington corporation, pursuant to a resolution of its Board of Directors, duly and legally adopted, has caused these presents to be signed by its President and its Secretary and its corporate seal to be hereunto affixed this 14th day of April, 19 54.

ATTEST:

Robert J. Salvesen
SECRETARY

CARSON LUMBER COMPANY

By W. Birkenfeld
President

IN WITNESS WHEREOF, STEVENSON LUMBER COMPANY, a Washington corporation, pursuant to a resolution of its Board of Directors, duly and legally adopted, has caused these presents to be signed by its President and its Secretary and its corporate seal to be hereunto affixed this 14th day of April, 19 54.

Robert J. Salvesen

STEVENSON LUMBER COMPANY

By H. Birkenfeld
President

E. N. Eschmayer
Secretary

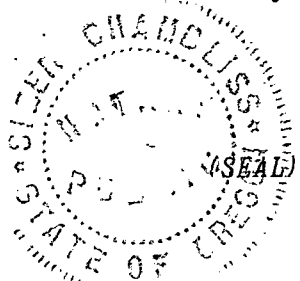
attest -



BPA-175
7-26-46(Standard form of acknowledgment approved for use with all conveyances in Washington and Oregon)
(Corporate Form)STATE OF Oregon)
) ss:
COUNTY OF Multnomah)

On this 14th day of April, 1954, before me personally appeared W. Birkenfeld ~~xxxx~~ President of the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporations, for the uses and purposes therein mentioned, and on oath stated he is authorized to execute said instrument and that the seals affixed ~~are~~ the corporate seals of said corporations.

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



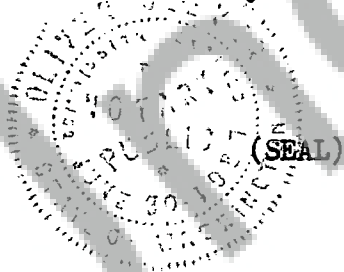
Susan Chamberlain
Notary Public in and for the
State of Oregon
Residing at Portland

My commission expires: 7-15-56

STATE OF WASHINGTON)
) ss:
COUNTY OF SKAMANIA)

On this 28th day of APRIL, 1954, before me personally appeared ROBERT J. SALVESEN ~~and~~ one of the corporations 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 he is 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.



Oliver C. Brown
Notary Public in and for the
State of WASHINGTON
Residing at NORTH BONNEVILLE

My commission expires: 6/30/1957

STATE OF Washington)
) ss:
COUNTY OF Skamania)

I CERTIFY that the within instrument was received for the record on the 6th day of May, 1955, at 1:30 P.M., and recorded in book 39 on page 377, records of Skamania of said County.

Witness my hand and seal of County affixed.



Alice S. Berg
By *Marilyn Kelly* Deputy.

Upon recordation, please return to:

HHK:epa

TITLE UNIT, LAND SECTION
BONNEVILLE POWER ADMINISTRATION
P.O. BOX No. 3537
PORTLAND 8, OREGON