

10/16/59

5640

BOOK 46 PAGE 477

EASEMENT

THIS AGREEMENT, made this 3rd day of December, 1959, by and between WEYERHAEUSER COMPANY, a Washington corporation, hereinafter referred to as "Weyerhaeuser", and PACIFIC POWER & LIGHT COMPANY, a Maine corporation, hereinafter referred to as "Pacific", WITNESSETH:

A. Pacific is qualified to do and is doing business in the State of Washington as a public utility engaged in the production and transmission of electrical energy. Under the laws of said State, Pacific possesses the right of eminent domain, and may appropriate real estate and other property necessary for rights of way in connection with its operation as a public utility company and has the right to and will condemn a right of way and easement over the timberland hereafter described in paragraph I unless such right of way and easement is conveyed by Weyerhaeuser to Pacific.

B. Pacific is the owner and holder of a license issued by the Federal Power Commission under the provisions of the Federal Power Act, for the construction, operation and maintenance of Project No. 2111, comprising the Swift No. 1 Development on the Lewis River, Navigable Waters of the United States, located within the State of Washington, which project includes a dam across the Lewis River in Section 28, Township 7 North, Range 5 East of the Willamette Meridian, and a reservoir formed by the dam extending approximately twelve miles upstream therefrom. As a Licensee of the Federal Power Commission under said Federal Power Act, Pacific is granted by said Act the power of eminent domain and may appropriate real estate and other property necessary for rights of way in connection with its construction of said Project.

No. 2940

TRANSACTION EXCISE TAX

DEC 24 1959

Amount Paid \$50.00

By *Mabel J. Peter*
Skamania County Treasurer

C. Pacific has constructed and completed a road, hereinafter called "Pacific's road", outside the reservoir limits and at an elevation above the reservoir level, extending from its connection with the forest access road in SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 30, Township 7 North, Range 5 East of the Willamette Meridian to a connection with International Paper Company's main logging road in the SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 26, Township 7 North, Range 6 East of the Willamette Meridian, upon, over and across the lands described on Exhibit "E" attached hereto and made a part hereof by this reference. Segments of the right of way upon which Pacific's road is constructed are over and across Weyerhaeuser lands.

D. The property hereinafter described in paragraph I is part of Weyerhaeuser's St. Helens Tree Farm, which it presently manages and operates as an integral unit and on a sustained yield basis for the purpose of providing a perpetual supply of timber to its timber products manufacturing operations located at Longview, Washington.

E. Weyerhaeuser does not desire to sell any of said timberland, but in view of the imminence of condemnation thereof by Pacific, Weyerhaeuser will convey and Pacific will accept an easement for a road; and Pacific is willing to compensate Weyerhaeuser for damages caused to Weyerhaeuser by reason of the severance of its timberlands in said Tree Farm; all upon and in accordance with the terms and conditions hereinafter set forth.

I.

In consideration of \$5000.00 and other good and valuable consideration, receipt whereof is hereby acknowledged, Weyerhaeuser hereby grants to Pacific, its successors and assigns,

A. An easement and right of way to construct, maintain, repair and use a road 66' in width, with extra width where required for cuts and fills, upon, over and across the following described lands in Skamania County in the State of Washington, namely:

The North half of the Northeast quarter ($N\frac{1}{2}NE\frac{1}{4}$) the Northeast quarter of the Northwest quarter ($NE\frac{1}{4}NW\frac{1}{4}$), and the Southwest quarter of the Southwest quarter ($SW\frac{1}{4}SW\frac{1}{4}$) of Section 21, the Southwest quarter of the Southwest quarter ($SW\frac{1}{4}SW\frac{1}{4}$), and the South half of the Southeast quarter ($S\frac{1}{2}SE\frac{1}{4}$) of Section 23, and the Northwest quarter of the Northeast quarter ($NW\frac{1}{4}NE\frac{1}{4}$), the South half of the Northeast quarter ($S\frac{1}{2}NE\frac{1}{4}$), and Lot One (1) of Section 25, Township 7 North, Range 5 East, W.M.

The location of said right of way being shown on the four maps marked Exhibit "A" to Exhibit "D", respectively, attached hereto and made a part hereof.

Said right of way easement is subject:

- (1) As to the parts of said Section 21 above described to the reservation of minerals and rights of entry made by Northern Pacific Railway Company in its deed dated May 2, 1929 and recorded June 24, 1929 in Book "W" of Deeds, at page 203, Records of Skamania County, Washington; and
- (2) to the right of Longview Fibre Company until October 6, 1965, to use an existing road upon, over and across the $N\frac{1}{2}$ of $NE\frac{1}{4}$ of said Section 21, Township 7 North, Range 5 East, under an agreement dated October 6, 1955, with Weyerhaeuser, the term of which agreement may be extended, as agreed upon between Longview Fibre Company and Weyerhaeuser, and

B. The right to cut and remove 58 marked damaged trees scattered along the said right of way, being:

11 trees in said Section 21,
42 trees in said Section 23, and
5 trees in said Section 25,

which Pacific shall so remove prior to one year from the date hereof.

II.

A. Pacific hereby agrees with Weyerhaeuser that Weyerhaeuser shall have the right to use Pacific's road, subject to such reasonable charges, terms and regulations as Pacific or its assigns may impose upon or require of haulers for the transportation of timber, or forest or other products, other than International Paper Company.

B. Weyerhaeuser shall have the right to connect to Pacific's road spur roads reasonably necessary to provide access to lands or timber owned by Weyerhaeuser, provided, that the location and character of construction of the connections to Pacific's road shall first be approved in writing by Pacific, or its assigns, which approval shall not unreasonably be withheld; provided, further, that Weyerhaeuser shall construct and at all times maintain any such connections at its own expense in condition satisfactory to Pacific, or its assigns.

III.

Any taxes levied and assessed for and on account of the road improvements made by Pacific hereunder shall be for the account of and paid by Pacific. Cost of title insurance, if any, and recording incurred in connection herewith shall be borne by Pacific. Cost of State real estate excise tax shall be borne by Weyerhaeuser.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate by their duly authorized officers as of the day and year first above written.

WEYERHAEUSER COMPANY

By J. H. Weyerhaeuser President

By George S. Long Jr. Secretary

PACIFIC POWER & LIGHT COMPANY

By E. R. DeFuccio Vice President

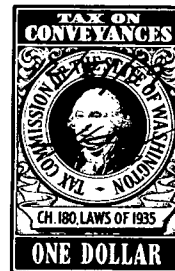
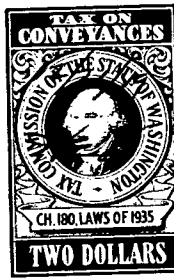
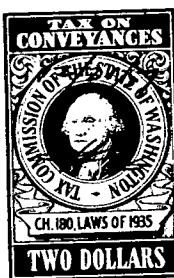
By W. M. L. G. Secretary

STATE OF WASHINGTON)
COUNTY OF PIERCE) ss:

On this 15th day of December, 1959,
before me personally appeared F. K. WEYERHAEUSER and GEORGE S.
LONG, JR., to me known to be the President and Secretary of the
corporation that executed the within and foregoing instrument,
and acknowledged said instrument to be the free and voluntary
act and deed of the corporation, for the uses and purposes therein
mentioned, and on oath stated that they were authorized to execute
said instrument and that the seal affixed is the corporate seal
of the corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and
affixed my official seal the day and year first above written.

Edward W. Mathewson
Notary Public in and for the State
of Washington, residing at Tacoma.



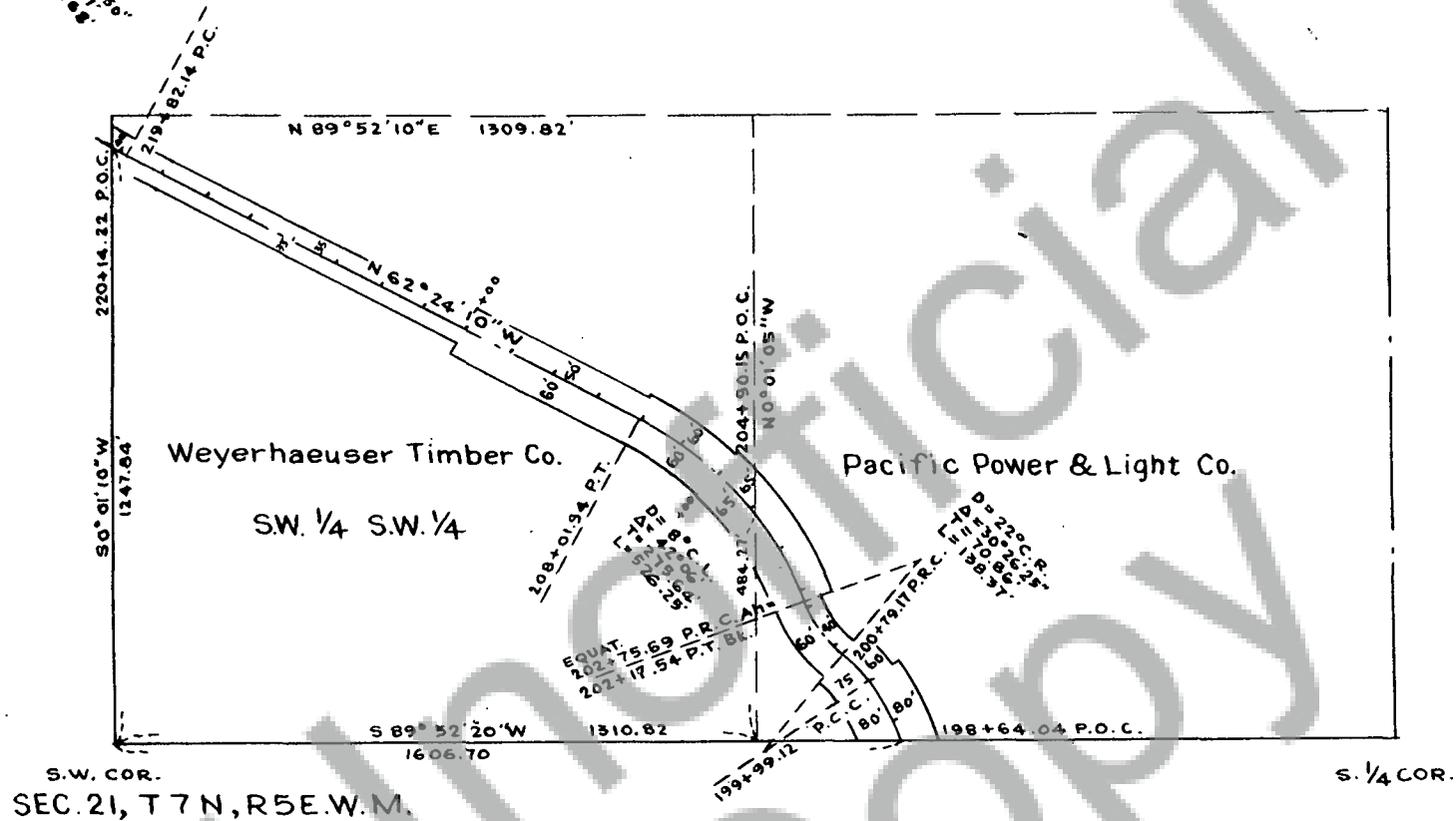


EXHIBIT "A"

R./W. in S.W. 1/4 S.W. 1/4 Sec. 21 = 3.21 Ac. more or less

PACIFIC POWER & LIGHT COMPANY
LEWIS RIVER ROAD
ACROSS
WEYERHAEUSER TIMBER CO.
SKAMANIA CO., WASH.
SCALE: 1"=400' MAR., 1958

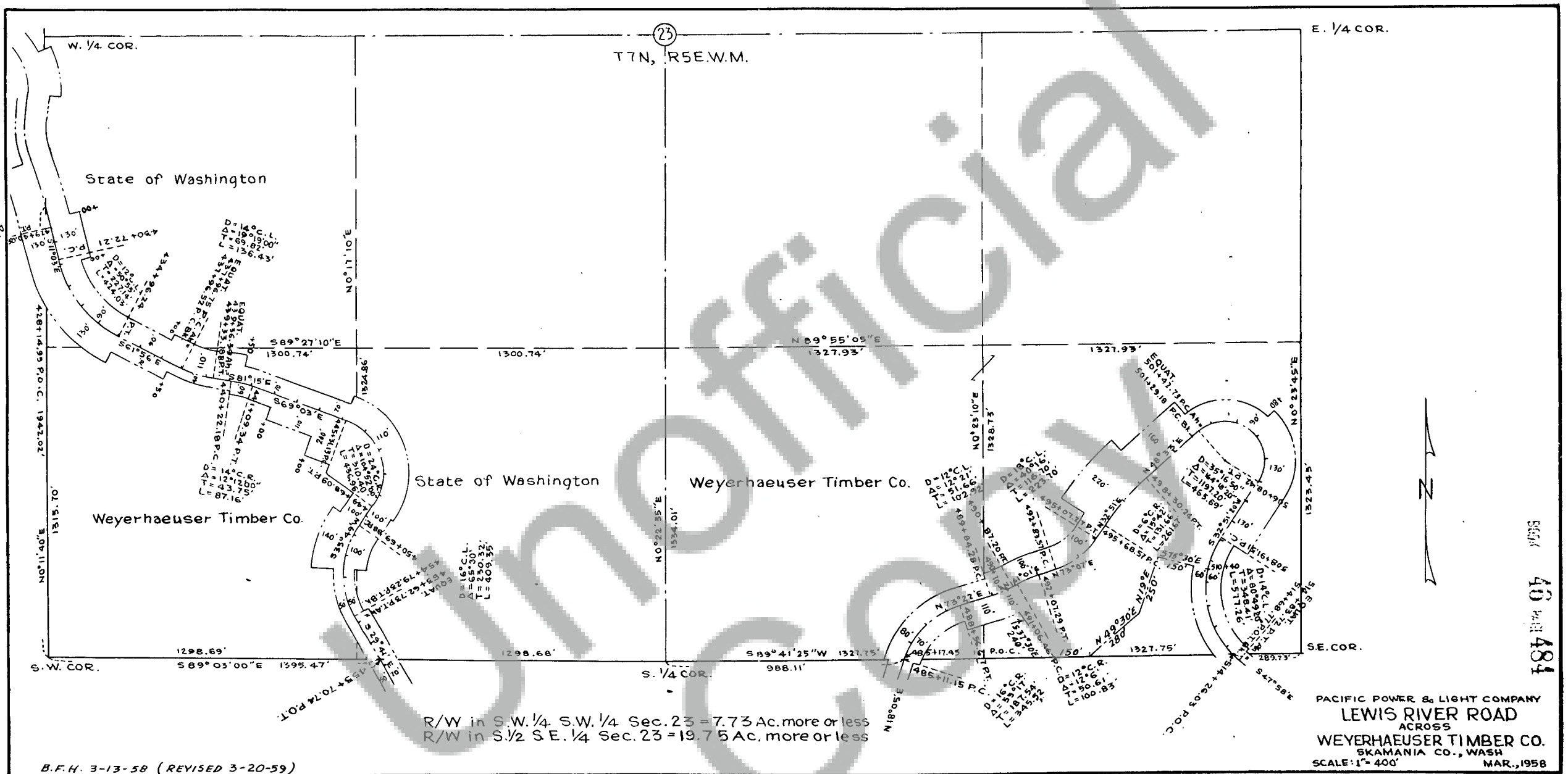


EXHIBIT "C"

EXHIBIT "C"

40 484

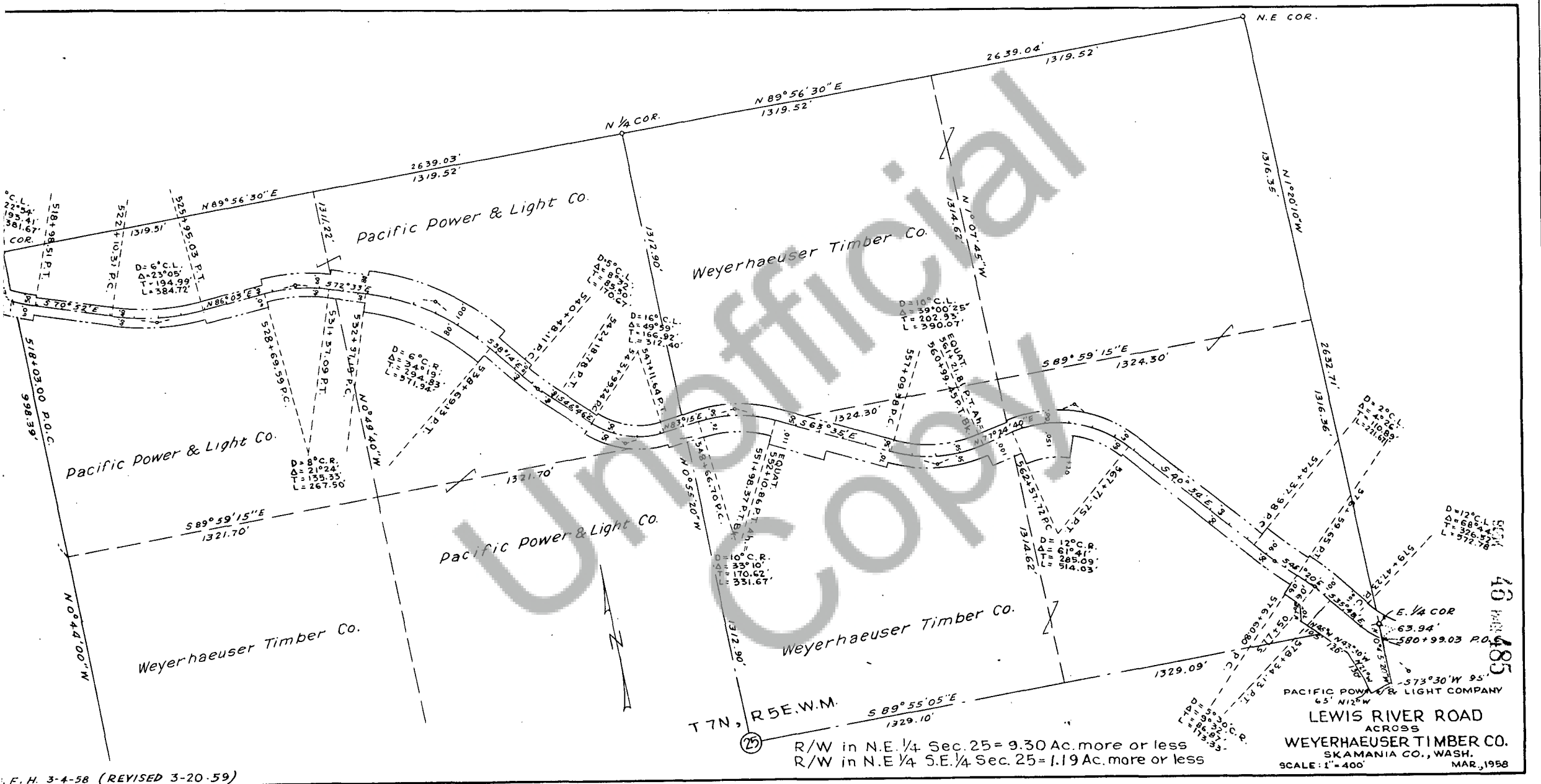


EXHIBIT "D"

EXHIBIT "D"

10/16/59

EXHIBIT "E"

The $S\frac{1}{2}$ of $SW\frac{1}{4}$ of Section 16, the $SE\frac{1}{4}$ of $SE\frac{1}{4}$ of Section 17, the $E\frac{1}{2}$ of $E\frac{1}{2}$ of Section 20, the $N\frac{1}{2}$ of $NE\frac{1}{4}$, the $NE\frac{1}{4}$ of $NW\frac{1}{4}$, and the $S\frac{1}{2}$ of $SW\frac{1}{4}$ of Section 21, the $SE\frac{1}{4}$ of $NE\frac{1}{4}$, the $NW\frac{1}{4}$ of $NW\frac{1}{4}$, the $S\frac{1}{2}$ of $NW\frac{1}{4}$, the $NE\frac{1}{4}$ of $SW\frac{1}{4}$, and the $N\frac{1}{2}$ of $SE\frac{1}{4}$ of Section 22, the $NW\frac{1}{4}$ of $SW\frac{1}{4}$ and the $S\frac{1}{2}$ of $S\frac{1}{2}$ of Section 23, the $NW\frac{1}{4}$ of $NE\frac{1}{4}$, the $S\frac{1}{2}$ of $NE\frac{1}{4}$, the $N\frac{1}{2}$ of $NW\frac{1}{4}$, the $SE\frac{1}{4}$ of $NW\frac{1}{4}$, and Lot 1 of Section 25, the $N\frac{1}{2}$ of $NE\frac{1}{4}$ and Lot 1 of Section 26, the $N\frac{1}{2}$ of $NW\frac{1}{4}$ of Section 28, the $NE\frac{1}{4}$ of $NE\frac{1}{4}$ and the $S\frac{1}{2}$ of $N\frac{1}{2}$ of Section 29, and the $SE\frac{1}{4}$ of $NE\frac{1}{4}$ of Section 30, Township 7 North, Range 5 East of W. M., and the $SW\frac{1}{4}$ of $SW\frac{1}{4}$ of Section 26, the $S\frac{1}{2}$ of $SE\frac{1}{4}$ of Section 27, the $S\frac{1}{2}$ of $SW\frac{1}{4}$ and the $W\frac{1}{2}$ of $SE\frac{1}{4}$ of Section 28, the $SW\frac{1}{4}$ of $NE\frac{1}{4}$, the $S\frac{1}{2}$ of $NW\frac{1}{4}$, the $NE\frac{1}{4}$ of $SW\frac{1}{4}$, the $N\frac{1}{2}$ of $SE\frac{1}{4}$, and the $SE\frac{1}{4}$ of $SE\frac{1}{4}$ of Section 29, the Fractional $S\frac{1}{2}$ of $N\frac{1}{2}$, Lot 3, and the $N\frac{1}{2}$ of $SE\frac{1}{4}$ of Section 30, the $N\frac{1}{2}$ of $NE\frac{1}{4}$ of Section 33, and the $N\frac{1}{2}$ of $N\frac{1}{2}$ of Section 34, Township 7 North, Range 6 East of W. M.