

Acquisition of Tract Mc-R-R-AR-31, Parcel 8  
and  
Release of Tract Mc-R-R-AR-31, Parcel 8

ACCESS ROAD EASEMENT  
AND RELEASE

The Grantor, CROWN ZELLERBACH CORPORATION, a Nevada corporation, recognizing that public necessity requires that the herein-described rights be made available forthwith to Grantee, notwithstanding Grantor's wish to retain same, and desiring to avoid the delays and inconvenience incident to the acquisition of such rights by eminent domain, for and in consideration of the sum of ONE DOLLAR (\$1.00), in hand paid, receipt of which is hereby acknowledged, and of the release of certain easement rights as hereinafter described, hereby grants, bargains, sells, and conveys to 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 Grantor in the SE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 22, Township 3 North, Range 8 East, Willamette Meridian, Skamania County, Washington, for the following purposes, namely: the right to enter and to clear of timber and brush; the right to grade, level, cut, fill, drain, surface, maintain, repair and rebuild an existing road and such culverts, bridges, turnouts, retaining walls, or other appurtenant structures as may be necessary; and the right to use said road on, over, and across the land embraced within the right of way, colored in red, as shown on the attached right of way map serially numbered 56364.

The Grantor reserves 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 Grantor, 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 employees, contractors, or assigns.

It is understood and agreed that if said road is damaged by the UNITED STATES OF AMERICA, its employees, contractors, or assigns, the UNITED STATES OF AMERICA, subject to the availability of appropriations, or its assigns, will repair such damage.

It is further understood and agreed that Grantor 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.

Access road Mc-R-R-AR-31, Parcel 8, may be used for ingress and egress to and from the Bonneville Power Administration's McNary-Ross transmission line and to and from any existing or future transmission lines which have been or may be constructed adjacent or nearly adjacent thereto.

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 Grantor 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.

Grantor covenants 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 the same; that the same are free and clear of all encumbrances; and that Grantor will forever warrant and defend the title thereto and quiet possession thereof against the lawful claims of all persons whomsoever.

The UNITED STATES OF AMERICA, Department of the Interior, acting by and through the Bonneville Power Administrator, pursuant to the Acts of Congress approved August 20, 1937 (50 Stat. 731, 16 U.S.C. 832a, et seq.), as amended, and June 30, 1949 (63 Stat. 377, 40 U.S.C. 471, et seq.), as amended, and regulations and delegations of authority issued pursuant thereto, and as part of the

APPROVED  
D.D.S. | *OV*

consideration for the easement rights hereinabove described, does hereby release to the Grantor herein, that portion of the access road located in the SE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 22, Township 3 North, Range 8 East, Willamette Meridian, Skamania County, Washington, described in that certain instrument dated February 2, 1954, recorded in Book 37, page 480, under Auditor's File No. 46559, Deed records of Skamania County, Washington, from the burden of the easement imposed upon said portion by said instrument.

IN WITNESS WHEREOF, CROWN ZELLERBACH CORPORATION has caused this instrument to be signed by its proper officers thereunto duly authorized and its corporate seal to be hereunto affixed this 2nd day of October, 1967.

CROWN ZELLERBACH CORPORATION

(SEAL)

By

*J. D. Hallin*

VICE President

*Henry Meyersack*  
ASSISTANT Secretary

UNITED STATES OF AMERICA  
Department of the Interior  
Bonneville Power Administration

TRANSACTION EXCISE TAX

NOV - 1 1967

Amount Paid \$1,000.00

*Charles W. Harnell*

Skamania County Treasurer

By

By

*John J. Mulcahy*

Chief, Branch of Land



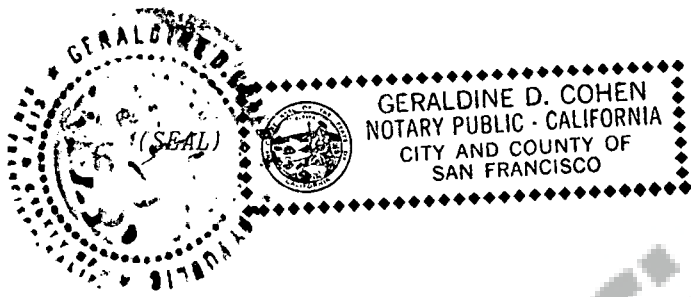
BPA 175  
Rev. 8-12-53

(Corporate Form)

STATE OF CALIFORNIA )  
City and ) ss:  
COUNTY OF SAN FRANCISCO

On this 2nd day of October, 1967, before me personally appeared  
O. D. HALLIN and THOMAS M. MEYERSIECK 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 vol-  
untary act and deed of said corporation, for the uses and purposes therein mentioned, and  
on oath stated **they are** 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.



Geraldine Cohen  
Notary Public in and for the  
State of California  
Residing at San Francisco  
My commission expires:  
January 11, 1969

STATE OF OREGON )  
COUNTY OF MULTNOMAH ) ss:

On the 14th day of September, 1967, personally appeared before  
me, John V. Mulcahy, to me known to be the Chief,  
Branch of Land, Bonneville Power Administration, described in and who executed the within  
and foregoing instrument and acknowledged that he signed the same as a free and voluntary  
act and deed for the purposes and uses therein contained.

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



John V. Mulcahy  
Notary Public in and for the  
State of Oregon  
Residing at Portland  
My commission expires: August 3, 1971

The within instrument was received for the record on the 1 day of Nov., 1967  
at 4:10 M., and recorded in book 58 on page 158, records of Shannon County,  
Washington (State).

SPC Todd  
By E. McFarland  
Deputy.

Upon recordation, please return to:

TITLE SECTION, BRANCH OF LAND  
BONNEVILLE POWER ADMINISTRATION  
P.O. BOX No. ~~352X~~ 3621  
PORTLAND 2, OREGON 97208

RECEIVED  
AUDITOR - COUNTY  
STEVENS, WASH.  
NOV 1967

