

G 524738

679195

709572

BOOK 59 PAGE 474

46327  
Filed for Record 10-8 1968, 4:06 P. M.Request of Pioneer National Title Insurance Company  
SARAH IVIE, Cowlitz County Auditor & DeputRIGHT-OF-WAY EASEMENT

THE GRANTOR, PACIFIC POWER & LIGHT COMPANY, a corporation organized and existing under the laws of the State of Maine, does hereby GRANT and CONVEY to INTERNATIONAL PAPER COMPANY, a corporation organized and existing under the laws of the State of New York, its successors and assigns, hereinafter called Grantee, an easement and right-of-way, including the right, privilege and authority to use, maintain, patrol and repair a roadway over, along and across the following described real property situate in the Counties of Skamania, Cowlitz and Clark, State of Washington, to-wit:

PARCEL I

A strip of land in the Southwest Quarter of the Southwest Quarter of Section 30, Township 7 North, Range 5 East, W.M., and in Lot 7, Section 25, Township 7 North, Range 4 East, W.M., being 25 feet on each side, measured at right angles, of the following described center line:

Beginning at a point 310.21 feet North  $31^{\circ} 24'$  East of the Southwest corner of said Section 30, said point being on the center line of the relocated Lewis River Road, thence South  $82^{\circ} 14' 16''$  West, 40 feet to the true point of beginning; thence South  $51^{\circ} 13'$  West, 112.5 feet to Station 2+02.5; thence South  $82^{\circ} 14'$  West, 135.2 feet to Station 3+27.7, ahead = 3+37.7 back; thence South  $70^{\circ} 11'$  West, 232.83 feet to P. C. Station 5+60.5; thence along a  $10^{\circ}$  curve right with a deflection angle of  $16^{\circ} 11'$  a distance of 161.83 feet to P. T. Station 7+22.37; thence South  $86^{\circ} 22'$  West, 627.63 feet to Station 13+50; and

A strip of land in said Lot 7, being 25 feet northerly and 20 feet southerly, measured at right angles of the following described line:

Beginning at Engineer's Station 13+50; thence South  $86^{\circ} 22'$  West, 64.37 feet to P. C. Station 14+14.37; thence along a  $24^{\circ}$  curve right with a deflection angle of  $22^{\circ} 34'$  a distance of 94.03 feet, to P. T. Station 15+08.4; thence North  $71^{\circ} 04'$  West, 90 feet, more or less, to the normal high water line of the right bank of Lewis River; and

A strip of land 25 feet on each side of the following described center line:

Beginning at P. O. T. Station 8+25; thence easterly and northerly on a 75 foot radius curve left to the southerly right of way line of said relocated Lewis River Road;

All in said Skamania and Cowlitz Counties.

PARCEL II

That part of Lot 5, Section 25, Township 7 North, Range 4 East, W.M., lying within the boundary of Grantor's Yale Hydroelectric map, which by this reference is made a part hereof;

Received \$..... EXEMPT  
pursuant to Chap. 11, I.R. Ex. 1951.

Date OCT 8 1968

APL No. 64354

GERTRUDE RIVERS,

Cowlitz County Treas.

Deputy

6154  
TRANSACTION EXCISE TAX

OCT 31 1968

Amount Paid \$.....

By *Frederick W. Wainwright*

Skamania County Treasurer

By .....

Mail to:  
 PNT 1  
 1512 Vandercreek Way  
 Longview, Wash.

679195

709573

VOL

749 P 173

All in said Clark County.

SUBJECT to all the terms and conditions of License No. 2071, issued to Grantor by the Federal Power Commission for Grantor's Yale Hydroelectric Project.

ALSO SUBJECT to Mortgage to secure the indebtedness of amounts payable under the terms thereof, and interest; recorded July 30, 1947 in Volume 415 of Mortgages, Page 127 under Auditor's File No. 117372, records of Cowlitz County, Washington. Dated July 1, 1947, Pacific Power & Light Company, a Maine corporation, as Mortgagor, and Guaranty Trust Company of New York and Oliver R. Brooks as Mortgagee. Numerous supplemental indentures have been file thereunder, the last being the 19th Supplement recorded February 6, 1968 under Auditor's File No. 666199.

Grantor further grants and conveys to Grantee all its right, title and interest in the road and bridge as now constructed upon, over and across the right-of-way hereby conveyed, and upon, over and across the rights-of-way heretofore granted to Grantee by the State of Washington and by Weyerhaeuser Company;

RESERVING, however, to Grantor, its successors and assigns, the right to use any or all of such road to the extent it deems necessary in furtherance of its business as a public service company, but without thereby unreasonably interfering with the use of said road by Grantee, its contractors, licensees or agents; provided that for any actual use of said road by Grantor for heavy hauling thereon Grantor shall pay Grantee a reasonable charge, including a fair share of the cost of maintenance of said road allocable to such heavy hauling by Grantor; and

ALSO RESERVING unto the Grantor the right, now and hereafter, to cross said easement with its power lines and service wires.

Grantee shall have the right to grant to others than Grantor easements to use said road and bridge, including the United States of America and the State of Washington, for such purposes and upon such terms and conditions as Grantee may approve and to convey to others this easement and all Grantee's right, title and interest in and to said road and bridge.

Grantor shall not be responsible for the acts or omissions of the Grantee, its agents or employees, which in any manner result from the Grantee's use of or activities upon or in connection with said real property and said road; and Grantee shall compensate Grantor for any damages to Grantor's property or facilities resulting from use of said road by Grantee, its agents, employees or

permittees not caused by Grantor's negligence, and shall indemnify and save Grantor harmless from any damage or claims for damage against Grantor resulting from Grantee's operation, repair and maintenance of said road by itself, its agents, contractors, employees or permittees.

Grantee hereby accepts the conveyance of said road, the grants of this easement and said easements from the State of Washington and Weyerhaeuser Company, in full and complete satisfaction of Grantor's obligations under Section 3 of that certain agreement dated February 14, 1958 between Grantor and Harbor Plywood Corporation and recorded February 19, 1958 in Book 44 at Page 355, Deed Records of Skamania County, Washington, and Grantee as successor in interest to said Harbor Plywood Corporation hereby releases and forever discharges Grantor from any and all obligations under the provisions of said Section 3 of said agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers and their corporate seal to be hereunto affixed this 3rd day of June, 1968.

PACIFIC POWER & LIGHT COMPANY

By E. M. de Luccia  
SENIOR Vice President

INTERNATIONAL PAPER COMPANY

By A. J. Sandoz  
Manager of Woodlands  
Long-Bell Division

ATTEST  
[Signature]  
ASSISTANT Secretary

ATTEST  
[Signature]  
SEAL  
1294 Assistant Secretary

STATE OF OREGON )  
 ) ss.  
County of Multnomah)

On this 6<sup>th</sup> day of May, 1968, personally appeared E. Robert deLuccia, who, being duly sworn, did say that he is a Vice President of Pacific Power & Light Company and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and he acknowledged said instrument to be its voluntary act and deed.

Before me:

[Signature]  
Notary Public for Oregon

My commission expires: Sept. 26, 1969

679195

709575

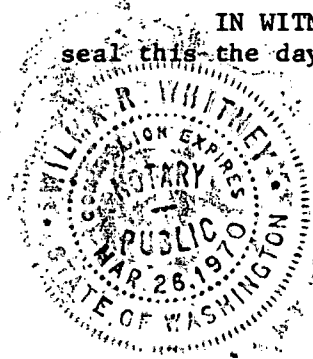
STATE OF WASHINGTON)

) ss.

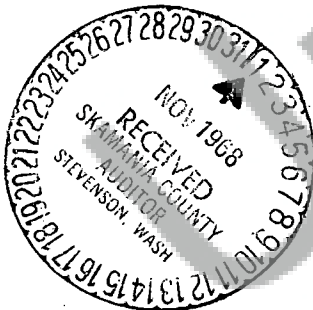
County of Cowlitz )

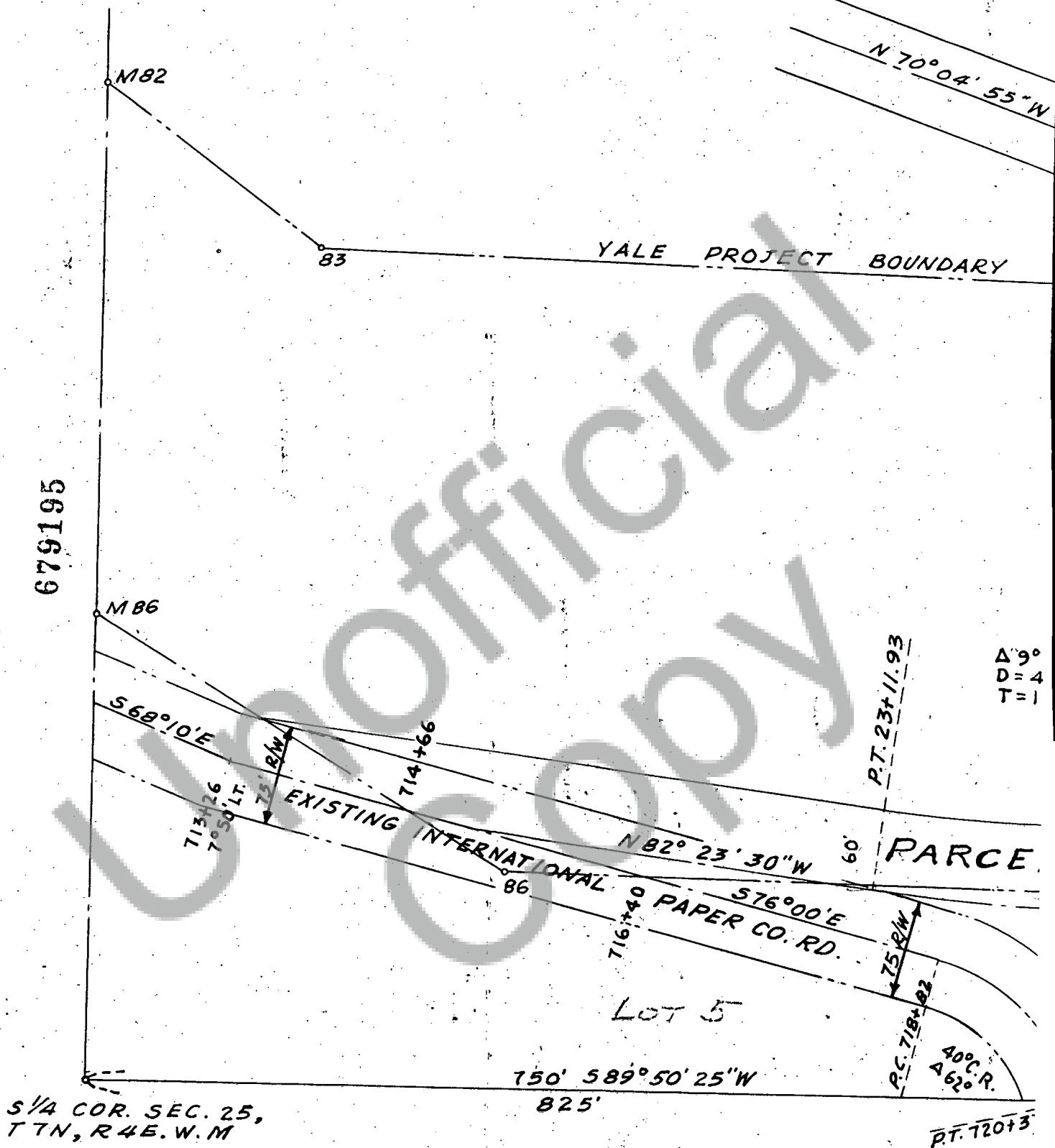
On this 3d day of June, 1968, before me personally appeared A. J. Sandoz, to me personally known to be the Manager of Woodlands of the Long-Bell Division of International Paper Company, one of the corporations that executed the within and foregoing instrument, who, duly sworn, on oath did say, that he is said Manager of Woodlands as aforesaid, that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said A. J. Sandoz acknowledged said instrument to be the free act and deed of said corporation for the uses and purposes therein mentioned.

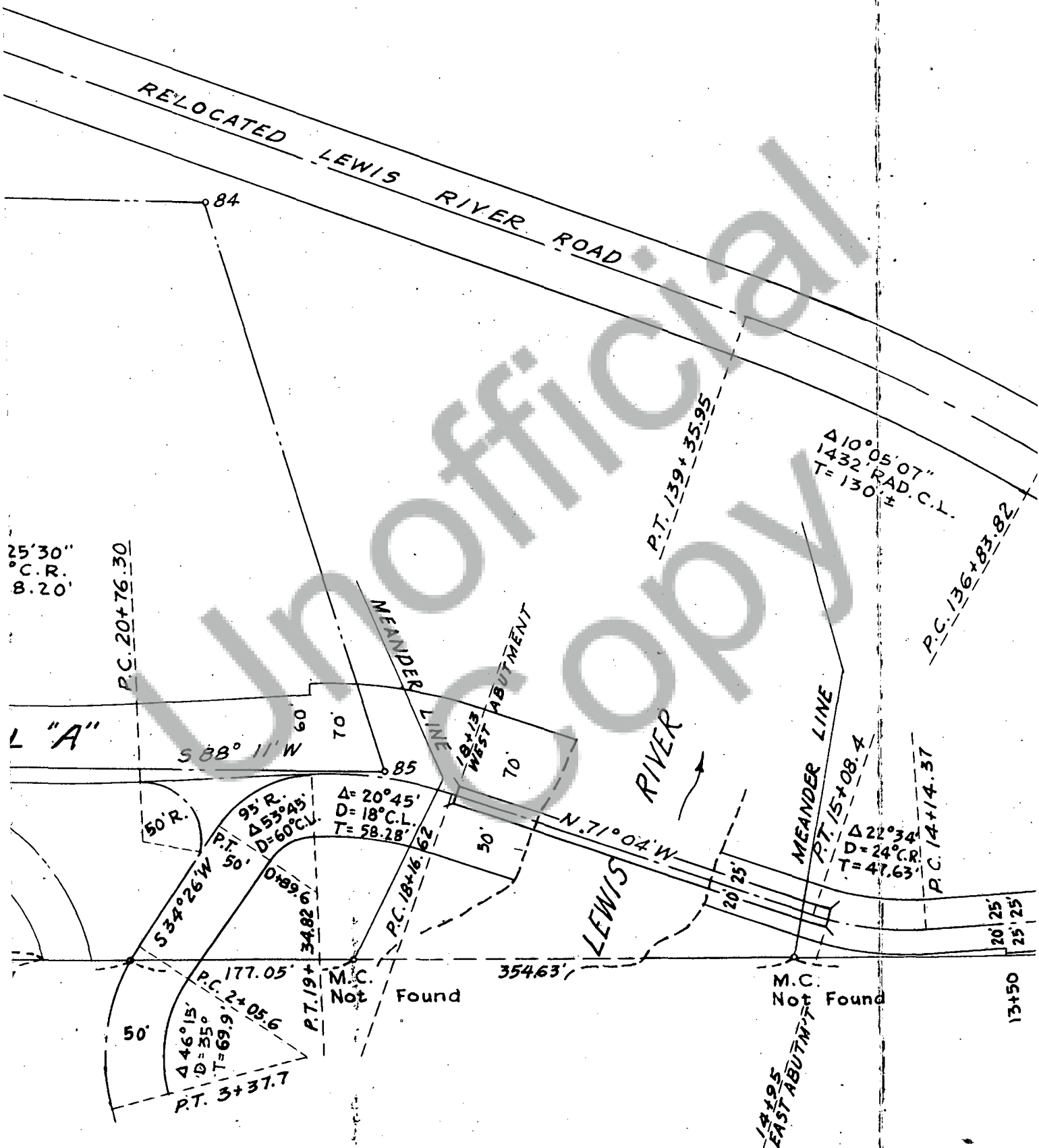
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this the day and year first in this my certificate written.



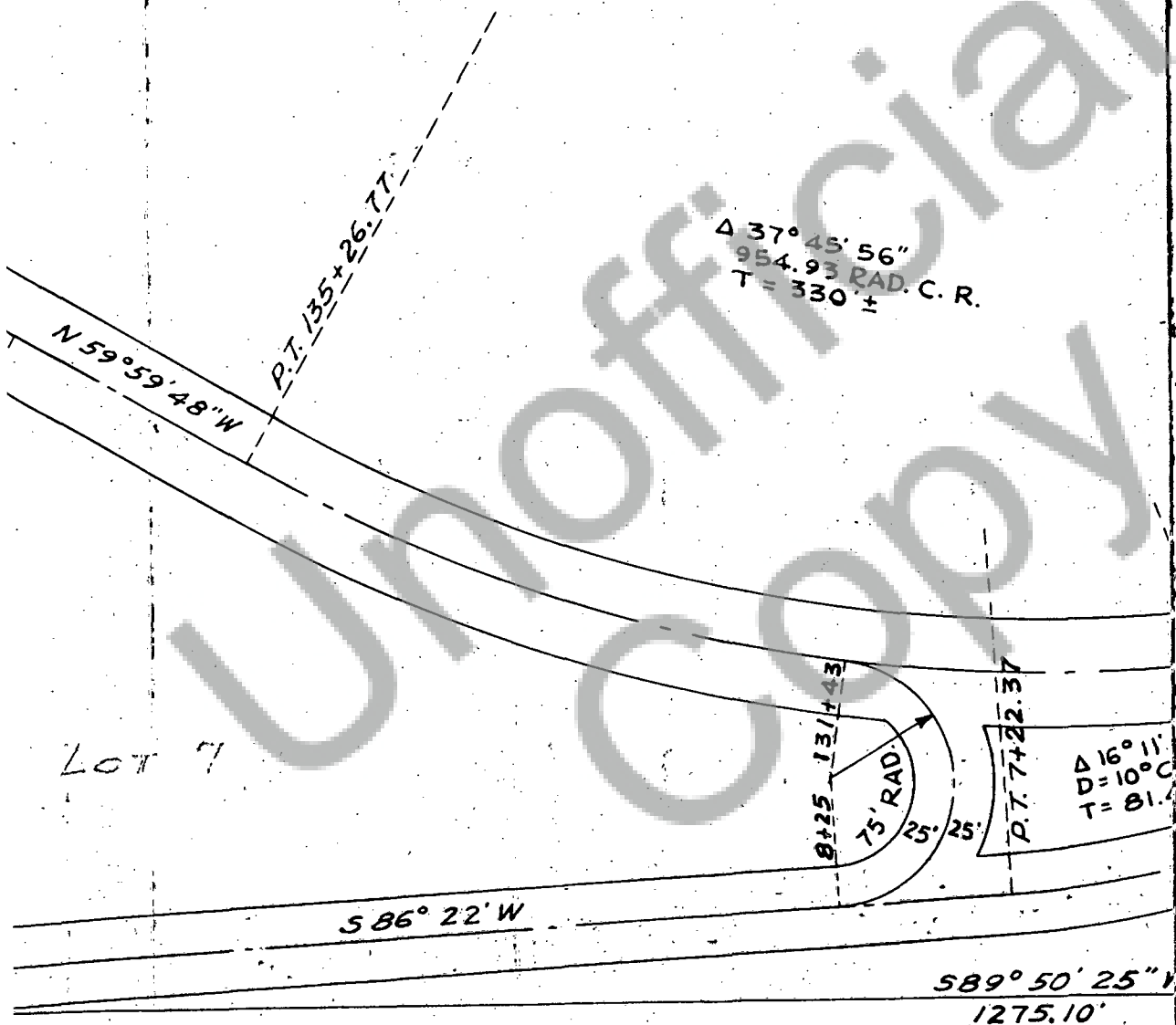
*William R. Whitney*  
Notary Public in and for the State  
of Washington, residing at Longview

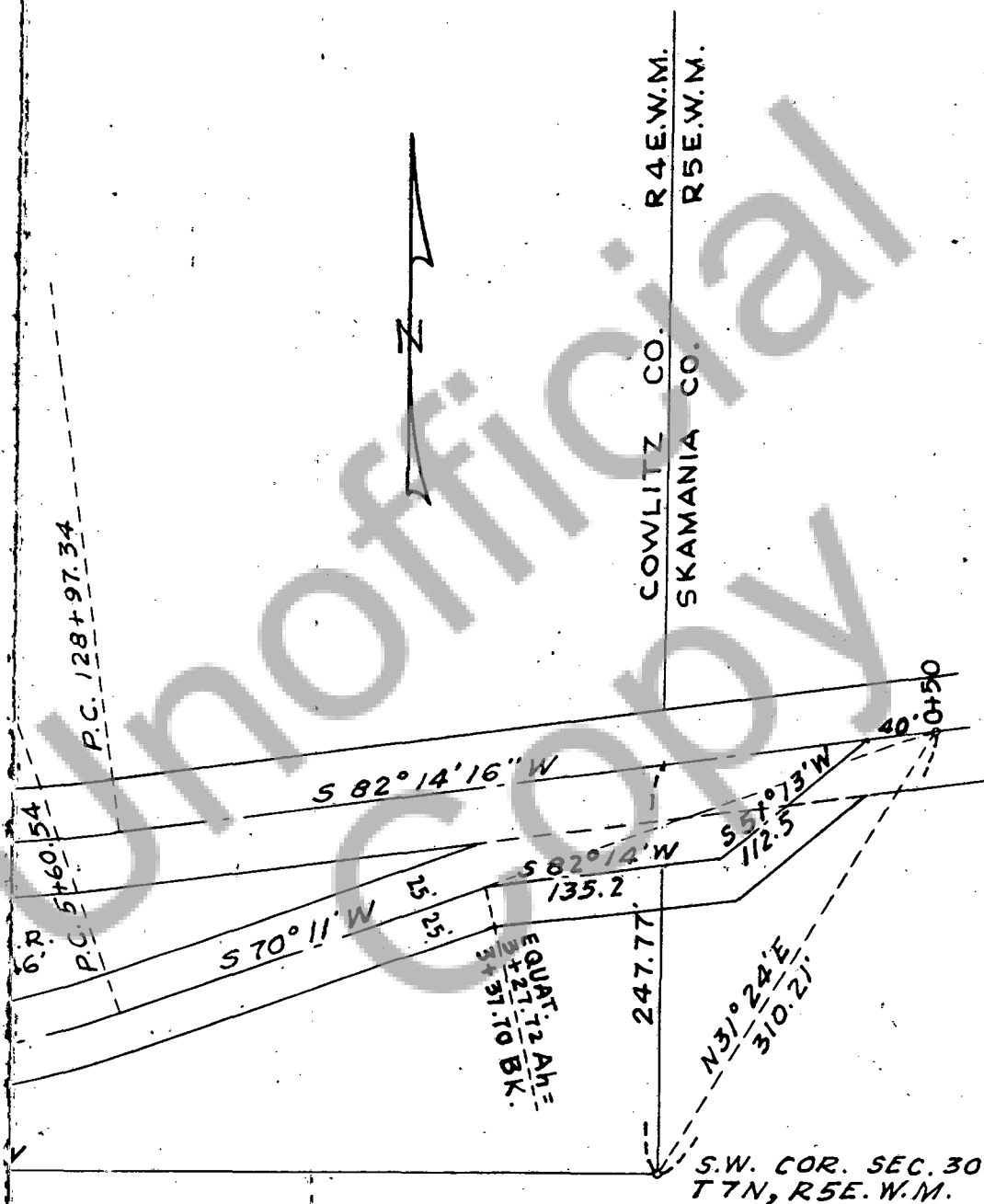












PACIFIC POWER & LIGHT CO.  
APPROACH ALIGNMENT  
LEWIS RIVER BRIDGE  
SCALE: 1"=100'

JAN., 1959

PR-15646