

140014

BOOK 205 PAGE 557

FILED FOR RECORD  
SKAMANIA COUNTY WASH  
BY SKAMANIA CO. TITLE

DEC 29 11 50 AM '00

GARY M. OLSON  
AUDITOR

FILED FOR RECORD AT THE REQUEST OF:

Weyerhaeuser Company  
P.O. Box 9777  
Federal Way, WA 98063-9777  
Land Title - CH1F23

SCR 23176

Type of Document:

Warranty Deed

Reference Number(s) of  
Document Supplemented:

N/A

REAL ESTATE EXCISE TAX

21281

Grantor(s):

Weyerhaeuser Company

Grantee(s):

PacifiCorp

PAID 23,872.00  
DEC 29 2000  
GARY M. OLSON  
SKAMANIA COUNTY TREASURER

Abbreviated Legal Description:

T7N-R5E, W.M.

Section 21: NE $\frac{1}{4}$ NE $\frac{1}{4}$ , NW $\frac{1}{4}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ NE $\frac{1}{4}$ , NE $\frac{1}{4}$ SE $\frac{1}{4}$ , ptn. SW $\frac{1}{4}$ NE $\frac{1}{4}$ , ptn.  
NE $\frac{1}{4}$ NW $\frac{1}{4}$ , ptn. SE $\frac{1}{4}$ NW $\frac{1}{4}$ , ptn. NW $\frac{1}{4}$ SE $\frac{1}{4}$ , ptn. SE $\frac{1}{4}$ SE $\frac{1}{4}$

Section 25: NE $\frac{1}{4}$ NE $\frac{1}{4}$ , NW $\frac{1}{4}$ NE $\frac{1}{4}$ , ptn. S $\frac{1}{2}$ NE $\frac{1}{4}$ , ptn. Lot 1

Section 27: ptn. NW $\frac{1}{4}$ NW $\frac{1}{4}$

See full legal description on attached Exhibit A, page 14

Assessor's Property Tax Parcel  
or Account Number(s):

Gary H. Martin, Skamania County Assessor  
Date 12/29/00 Parcel # 7-5-21-100-101  
7-5-27-200

07-05-21-0-0-0100-00, 07-05-21-0-0-0101-00,  
07-05-25-0-0-0100-00,  
07-05-27-0-0-0100-00  
0200

COVER PAGE  
Weyerhaeuser/PacifiCorp  
Skamania County, WA  
F00-456

**STATUTORY WARRANTY DEED**

THE GRANTOR, **WEYERHAEUSER COMPANY**, a Washington corporation, formerly known as *Weyerhaeuser Timber Company*, in consideration of recognizing that public necessity requires that the herein-described land 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 land by eminent domain, hereby conveys and warrants to **PACIFICORP**, an Oregon corporation, **GRANTEE**, the real estate, situated in **Skamania County, Washington**, described on Exhibit A attached hereto and incorporated by reference herein, and subject to the encumbrances of title and reservations by Grantor as set forth on said Exhibit A.

Dated the 19<sup>th</sup> day of November, 2000.

**WEYERHAEUSER COMPANY**

By: Richard E. Hansen

Title: Se Vice President

Attest: [Signature]

Title: Assistant Secretary

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F00-456, 6/14/2000

000552



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STATE OF WASHINGTON )

COUNTY OF KING )

On this 17<sup>th</sup> day of November, 2000, before me personally appeared Richard E. Hansen and G.W. Bjørke to me known to be the Sr. Vice President and Assistant Secretary, respectively, of WEYERHAEUSER COMPANY, the corporation that executed the within and 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 were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

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

Lisa M. Eurom  
Notary Public in and for the  
State of Washington  
My appointment expires 3/28/01



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Skamania County, WA  
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**IN SKAMANIA COUNTY, WASHINGTON**

**TOWNSHIP 7 NORTH, RANGE 5 EAST, W.M.**

**Section 21:** NE $\frac{1}{4}$ NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ SE $\frac{1}{4}$ ;

Those portions of the SW $\frac{1}{4}$ NE $\frac{1}{4}$ , NE $\frac{1}{4}$ NW $\frac{1}{4}$ , SE $\frac{1}{4}$ NW $\frac{1}{4}$ , NW $\frac{1}{4}$ SE $\frac{1}{4}$  and SE $\frac{1}{4}$ SE $\frac{1}{4}$ , lying Easterly of that certain tract of land described in Warranty Deed to Pacific Power & Light Company, dated October 24, 1960, recorded March 2, 1961 in Book 48 page 352, Auditor's File No. 58170.

**Section 25:** NE $\frac{1}{4}$ NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ NE $\frac{1}{4}$ ;

Those portions of the S $\frac{1}{2}$ NE $\frac{1}{4}$  and Lot One (1), lying Northerly of that certain tract of land described in Warranty Deed to Pacific Power & Light Company, dated October 24, 1960, recorded March 2, 1961 in Book 48 page 352, Auditor's File No. 58170.

**Section 27:** That portion of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ , lying Northwesterly of that certain tract of land described in Warranty Deed to Pacific Power & Light Company, dated October 24, 1960, recorded March 2, 1961 in Book 48 page 352, Auditor's File No. 58170.

**RESERVATION:** Grantor hereby expressly saves, excepts and reserves out of the grant hereby made, unto itself, its successors and assigns, forever, all geothermal steam and heat and all metals, ores and minerals of any nature whatsoever in or upon said land including, but not limited to, coal, lignite, peat, oil and gas, including coal seam gas, together with the right to take out and remove therefrom all such geothermal resources, metals, ores and minerals. Provided that Grantor, its successors and assigns, will not occupy, use or damage the

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surface of said land and will not do any development, excavation, mining or drilling within a vertical depth of 500 feet. Grantor, its successors and assigns, shall, however, have the right to enter upon such land using existing roads to conduct geophysical and geological surveys and other exploration that does not damage the surface of the land (e.g., core drilling or seismic testing requiring the use of explosives would not be allowed). Grantee and Grantee's heirs, representatives, successors and assigns, shall be paid just and reasonable compensation for damages arising from any injury or damage to the surface of said land, to the crops or to the improvements thereon caused by the exercise of any rights herein reserved; provided further, that the exercise of such rights by Grantor, its successors and assigns, shall not be postponed or delayed so long as Grantor is making reasonable efforts to agree upon or have determined such just and reasonable compensation. If Grantor wishes to enter upon the lands, it shall give Grantee 14 days' prior notice. Grantee shall keep any such notice strictly confidential.

**SUBJECT TO:**

1. Rights reserved in federal patents or state deeds, mineral or fossil rights reservations, building or use restrictions general to the area, existing easements not inconsistent with Grantee's intended use, and building or zoning regulations or provisions shall not be deemed encumbrances or defects.
2. Ancestral rights, if any, of descendants of aboriginal inhabitants to occupy, use and possess any portion of the premises, as reserved by treaties, understandings, practice, statutes, or judicial decisions; for food gathering, shelter, religious ceremonies, social and economic gatherings, battlefields and burial sites.
3. All matters of public record, to any easement or right of way for any public or private roads, railroads or utilities heretofore existing on said lands.
4. May be designated, for tax purposes, as Forest Land. Compensating tax, if any is due, will be the responsibility of the Grantee upon change of use as forest land.

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5. All planning, zoning, health and other governmental regulations, if any, affecting subject property.
6. Any change in the boundary or legal description of the real property, or title to the estate insured, that may arise due to the shifting and changing in the course of the Swift Creek and Lewis River.
7. Right of the State of Washington in and to that portion, if any, of the property herein described which lies below the line of ordinary high water of the Swift Creek and Lewis River.
8. Any prohibition of or limitation of use, occupancy or improvement of the land resulting from the rights of the public or riparian owners to use any portion which is now, or has formerly been covered by water.
9. Document: Easement  
Date: December 3, 1959  
Grantee: Pacific Power & Light Company  
Recording #: Auditor's No. 56407, Book 46 page 477
10. Document: Easement  
Date: August 18, 1969  
Grantee: State of Washington  
Recording #: Volume 61 page 155
11. Document: Easement  
Date: April 17, 1970  
Grantee: State of Washington  
Recording #: Book 61 page 729
12. Document: Easement  
Date: June 25, 1973  
Grantee: Burlington Northern, Inc.  
Recording #: Book 65 page 673
13. Document: Easement Exchange  
Date: November 24, 1975  
Parties: Weyerhaeuser Company and  
Longview Fibre Company  
Recording #: Auditor's No. 81860, Book 70 page 652

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14. Document: Warranty Deed (easement for roads)  
Date: October 12, 1999  
Grantee: Fruit Growers Supply Company  
Recording #: Book 194 page 295
15. Document: Easement (for roads)  
Date: May 17, 2000  
Grantee: Fruit Growers Supply Company  
Recorded: Book 199 page 773
16. Document: Easement (for Roads)  
Date: May 9, 1984  
Grantee: Publishers Forest Products Company  
Recording# Book 83, Page 408.

End of Exhibit 'A'

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