## EASEMENT DEED

PUBLISHERS FOREST PRODUCTS CO. OF WASHINGTON, a Washington corporation, hereinafter called Grantor, grants and conveys to ARTHUR C. BEAGLE and DOLORES Y. BEAGLE, hysband and wife, hereinafter called Grantees, a permanent, nonexclusive easement over the following described road:

REAL ESTATE EXCISETA

That certain existing road which is located in the northwest quarter and the west half of the northeast quarter of Section 22, Township 7. North, Range 5 East, W.M., Skamania County, Washington on a strip of land sixty (60) feet in width (with such additional width as may be reasonably necessary for cuts, fills, curves, turnouts, ditches and culverts), thirty (30) feet (or more) on each side of the center line of the road as shown on Exhibit "A" attached hereto and incorporated herein by this reference.

The easement is granted subject to the following terms and conditions:

1. Said easement is appurtenant to and shall run with the following described real property now owned by Grantees in Skamania County, Washington:

The south half of the southwest quarter of Section 15, Township 7 North, Range 5 East, W.M.

2. Grantees, their agents, independent contractors and invitees, shall have the right to use and maintain the subject road for ordinary purposes of ingress to and egress, from Grantees, above-described appurtenant real property

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including, but not limited to forest management and heavy hauling of timber, rock or equipment.

- This is not an exclusive easement, but is subject to the right of Grantor to use the subject road. Grantor and Grantees shall cooperate during periods of joint use so that each party's use shall cause a minimum of interference to the other.
- 4. The parties using the road shall contribute to the reasonable and necessary cost of maintaining the same on the basis of their use of the road, and Grantor covenants with Grantees that Grantor shall require all other easement grantees to likewise share said cost
- 5. Grantees may cut, trim and clear any trees or brush which might extend over the road or which might otherwise be hazardous to Grantees use of said road.
- 6. This easement is granted subject to all prior easements or encumbrances of record. It shall inure to and bind the successors and assigns of the parties and shall constitute covenants running with the said lands of Grantor and Grantees.
- 7. Grantees shall indemnify and hold Grantor harmless from and against all claims, loss, costs, damages, expenses and liability of any kind and nature caused by or resulting from Grantees' exercise of the rights granted by this instrument.

- 8. The true consideration for this conveyance is \$1,500.00.
- 9. Grantees shall cause this instrument to be recorded in the office of the auditor of Skamania County, Washington and shall pay any and all excise taxes imposed on this transaction. Grantees shall indemnify and hold Grantor, harmless from and against all liability for such taxes and any related penalties and interest.

10. This easement supercedes all prior agreements and easements by and between the parties relating to the subject road.

DATED this 23 day of Sellander 1987

PUBLISHERS FOREST PRODUCTS CO. OF WASHINGTON

The first of the second of

Raymond M. Lüthy

Its: Vice President

STATE OF OREGON

SS.

County of Clackamas)

September 23 1987

Personally appeared Raymond M. Luthy who, being duly sworn did say that he is the vice president of Publishers Forest Products Co. of Washington and that the foregoing instrument was signed on behalf of said corporation by authority of its board of directors and he acknowledged said instrument to be its voluntary act and deed.

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Before me:

Notary Public for Oregon

My Commission Expires: 04/27/40

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Return to:

Arthur C. and Dolores Y. Beagle 7.704 N.E. 61st Avenue Vancouver, Washington 98661

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