

EASEMENT AND AGREEMENT

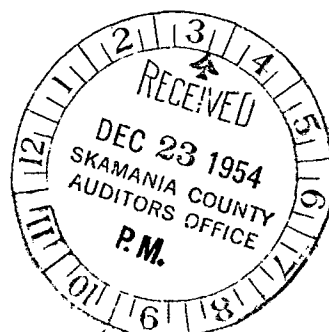
AGREEMENT, made this 8th day of December, 1954.
between HARBOR PLYWOOD CORPORATION, a Delaware corporation, with offices at Aberdeen, Washington, hereinafter called "Harbor", and THE UNITED STATES OF AMERICA, acting by and through the Department of Agriculture, Forest Service, hereinafter called the "Government",

WHEREAS, Harbor represents that it has a contract right to purchase and cut timber upon the lands hereinafter described, and to purchase the lands upon which said timber is standing, subject to the terms, conditions and provisions of the Agreement between Harbor and Northern Pacific Railway Company dated March 31, 1950, and

WHEREAS, the Government desires to appropriate water from an unnamed creek, tributary to the Lewis River, to impound such waters in a reservoir and to construct, maintain and operate a water pipe line from said reservoir for the purpose of transmitting water to the Government's Pine Creek Station, which point of diversion reservoir and portion of the pipe line are to be located on lands in which Harbor has an interest as above stated,

NOW, THEREFORE, in consideration of the grant herein made by Harbor and of the prompt, faithful observance and performance by the Government, which agreements are hereinafter set forth, the parties agree as follows:

1. Harbor hereby gives and grants to the Government an easement and right of way to locate, construct, maintain, control and repair a pipe line and reservoir in, over, along, across and upon the following described real property situated in Skamania County, Washington, to-wit:



A strip of land ten (10) feet in width traversing the following described real property:

The Southwest quarter ($SW\frac{1}{4}$) of Section Twenty-three (23), Township Seven (7) North, Range Six (6) East, Willamette Meridian.

The said strip being five (5) feet in width on each side of a center line commencing at a point on the south boundary of Section Twenty-three (23), Township Seven (7) North, Range Six (6) East, Willamette Meridian, said point of commencing being 1185 feet, more or less, westerly from the South quarter ($S\frac{1}{4}$) corner of Section Twenty-three (23), Township Seven (7) North, Range Six (6) East, Willamette Meridian, thence North $2^{\circ} 30'$ East for a distance of 95 feet, thence North 21° West for a distance of 81 feet, thence North 36° West for a distance of 100 feet, thence North $18^{\circ} 30'$ West for a distance of 102 feet to the point of the proposed dam site, which point is 349 feet, more or less, northerly and 1301 feet, more or less, westerly from the South quarter ($S\frac{1}{4}$) corner of Section Twenty-three (23), Township Seven (7) North, Range Six (6) East, Willamette Meridian, and commencing at the point of the proposed dam site, said point of commencing being 349 feet, more or less, northerly and 1301 feet, more or less, westerly from the South quarter ($S\frac{1}{4}$) corner of Section Twenty-three (23), Township Seven (7) North, Range Six (6) East, Willamette Meridian, thence on a bearing of North 35° West, an area approximately 25 feet by 150 feet, said area containing approximately .09 acres;

upon and subject to the terms, conditions and provisions of this Agreement; provided, however, that Harbor does not hereby make, nor shall it be liable upon, any warranty of title, express or implied, with respect to the property in which the foregoing easement and right of way is located, nor shall Harbor be liable by reason of any failure of the rights of the Government hereunder because of any failure of Harbor to exercise its rights of purchase under the above-mentioned agreement between Harbor and Northern Pacific Railway Company or any amendment thereof.

2. The easement and right of way hereby granted the Government shall be for the purpose of supplying water and the construction, maintenance and operation of a water system for the Government's Pine Creek Station of the Forest Service located in the N.W. quarter and the S.W. quarter of Section 26, Township 7 North, Range 6 East, Willamette

Meridian, and for purposes reasonably incidental thereto.

3. The right and easement herein granted to Government shall continue so long as the same are used for the purposes above specified, but if for a period of ten years the Government shall cease to use said rights and easement for said purposes, or if the Government shall abandon the use of said right of way for the purposes above stated, then in either of such events Harbor may terminate the rights and easement hereby granted the Government and all such rights and easement shall revert to the holder of the fee title to the lands.

4. In exercising any of the rights herein granted, the Government shall not cut, injure or inundate any merchantable timber on or in the vicinity of the lands upon which the easement is situated, unless and until it shall first have paid to Harbor the fair market value of the merchantable timber so cut, injured or inundated. In determining said fair market value, the same shall not be affected or decreased by reason of the small volume of timber involved, but said value per thousand feet board measure shall be the same as shall be assigned to similar timber within a stand large enough for economical reasons to be the subject of a regular sale. If, after cutting any such timber, the Government shall convert the same into merchantable logs and remove them to any logging road in the vicinity, Harbor shall have the right to purchase said merchantable logs at the fair market value thereof at the points at which said logs are removed. In such case, the Government shall cold-deck such logs alongside the road where they may be picked up by Harbor's trucks.

5. The parties recognize that Harbor may be logging timber from the lands on and adjacent to the right of way and areas which are the subject of the easement hereby granted, and that such logging may involve danger to any pipe line on such right of way and the possibility of polluting through mud or otherwise, waters of the reservoir.

The Government agrees to bury or take such other precautions as may be necessary to avoid injury to the pipe line upon said right of way from logging operations, and hereby releases Harbor, its employees and contractors, from any and all liability for damage to or injury except that wilfully done, of said pipe line or the water system, including pollution of waters which may be caused by logging operations on and in the vicinity of the above-described properties.

6. The Government agrees that nothing herein contained, or the installation and operation of the water system above described, shall prevent, limit or in any wise impair the cutting or logging of the timber on the lands adjacent to or in the vicinity of the above-described property or the water system installation thereon, nor the conduct of logging or other operations and activities, including forest administration and management on any of said lands, and that the Government shall not do or permit to be done anything which will interfere with, prevent, limit or restrict any such operations.

7. This Agreement and the rights and easement granted hereunder may not be assigned by the Government without Harbor's prior written consent.

8. This Agreement and the rights and easement herein granted shall be binding upon and emure to the benefit of Harbor's successors and assigns.

9. It is understood that the Government by the acceptance of this easement and the provisions thereof shall not be liable for any sum or sums in excess of available appropriations.

IN WITNESS WHEREOF, the parties have executed this instrument as of the day and year first above written.

HARBOR-PLYWOOD CORPORATION

By

V. Martin T. Beageller
Its President

By

Ernest Tyler
Its Secretary



UNITED STATES OF AMERICA
Department of Agriculture,
Forest Service

By Homer J. Hixson
Its Forest Supervisor

STATE OF WASHINGTON)
COUNTY OF GRAYS HARBOR) ss.

On this 8th day of December, 1954, before me personally appeared MARTIN N. DEGGELLER and ELVIN BYLES, to me known to be the President and Secretary, respectively, of HARBOR PLYWOOD CORPORATION, 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 written.

Eileen M. Costigan
Notary Public in and for the State
of Washington, residing at Aberdeen.

