

43926

BOOK 33 PAGE 505

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That G. W. COTTRELL and GEORGIA E. COTTRELL, husband and wife, of Washougal, Washington, as Grantors, in consideration of the sum of Twenty-five (\$25.00) Dollars to them paid, do hereby grant and give to CROWN ZELLERBACH CORPORATION, a Nevada corporation, as Grantee, its successors and assigns, a permanent easement for logging road purposes over and upon the following described parcels of property, to-wit:

Parcel No. 1:

A strip of land 40 feet in width situated in the SW 1/4 of the NE 1/4 of Section 25, Township 2 North, Range 5 East, W.M., Skamania County, Washington, said strip of land being 20 feet on each side of the following described centerline:

Beginning at a point on the South boundary of the SW 1/4 of the NE 1/4 of Section 25, Township 2 North, Range 5 East, W.M., Skamania County, Washington, which point is South 1368.0 feet and West 856.0 feet from the Northeast corner of said SW 1/4 of the NE 1/4 and which point is on the centerline of an existing road commonly known as the "McCloskey Creek C.C.C. Road"; thence from said point of beginning tracing the centerline of the said "McCloskey Creek C.C.C. Road" as follows: North 29° 29' East 16.5 feet to a point; thence North 4° 03' East 386.2 feet to a point; thence North 28° 31' East 491.0 feet to a point; thence North 57° 00' East 266.2 feet to a point herein-after designated as Point "Y", which point is South 408.0 feet and West 366.0 feet from the Northeast corner of said SW 1/4 of the NE 1/4; thence North 81° 38' East 369.5 feet, more or less, to a point where said centerline intersects the East boundary of said SW 1/4 of the NE 1/4 which point is South 369.0 feet from the Northeast corner of said SW 1/4 of the NE 1/4 of said Section 25.

Parcel No. 2:

A strip of land 40 feet in width situated in the SW 1/4 of the NE 1/4 of Section 25, Township 2 North, Range 5 East of the W.M., Skamania County, Washington, said strip of land being 20 feet on each side of the following described centerline:

Beginning at a point located within the SW 1/4 of the NE 1/4 of Section 25, Township 2 North, Range 5 East, W.M., Skamania County, Washington, which point is hereinabove referred to as Point "Y" and which point is located South 408.0 feet and West 366.0 feet from the Northeast corner of said SW 1/4 of the NE 1/4; thence following the centerline of the existing logging road commonly known as the "Weedman Lumber Company Logging Road" as follows: North 37° 00' East 66.0 feet to a point; thence North 1° 00' East 225.0 feet to a point; thence North 58° 00' West 114.0 feet to a point; thence North 76° 00' West 267.0 feet, more or less, to a point where said centerline intersects the North boundary of the said SW 1/4 of the NE 1/4, which point is West 687.0 feet from the Northeast corner of said SW 1/4 of the NE 1/4 of said Section 25.

The location of said Parcels or strips of land being shown on the attached sketch marked "Exhibit A", and by this reference made a part hereof.

TO HAVE AND TO HOLD the above described and granted rights, privileges and easements unto the said Grantee, its successors and assigns forever. Provided, however, that the Grantors reserve to themselves, their heirs, successors and assigns, the right to use said roads now on said strips of land or to be constructed and maintained thereon, in common with the Grantee, its successors and assigns for purposes of hauling logs, thereon; it being understood that each party hereto will maintain said roads in proportion to their or its use of same and at the end of each period of use, the using party shall restore the road, or roads, to the condition which existed prior to such period of use, provided that if the Grantee, its successors or assigns, shall elect to strengthen or re-construct the bridge over the water course which crosses the strip of land identified as "Parcel No. 2", the entire cost thereof shall be borne by the Grantee, its successors or assigns; and the Grantee, by acceptance of this Easement, covenants and agrees to indemnify, save and hold harmless the Grantors from and against every charge,

cost, damage, expense or liability of any kind or nature arising or growing out of its use and occupancy of the Grantors' property under this Easement, including any failure on the part of the Grantors to maintain said bridge, by itself, its contractors, guests or invitees.

IN WITNESS WHEREOF, said Grantors have caused this Easement to be executed this 12 day of June, 1955.

G. W. Cottrell
G. W. COTTRELL

Georgia E. Cottrell
GEORGIA E. COTTRELL

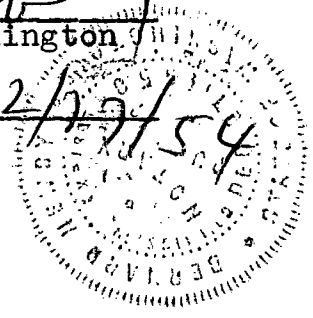
STATE OF WASHINGTON)
County of Clark) ss

I, Bernard Henry, a Notary Public in and for the said State, do hereby certify that on this 12 day of June, 1955, personally appeared before me G. W. COTTRELL and GEORGIA E. COTTRELL, husband and wife, to me known to be the individuals described in and who executed the within instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

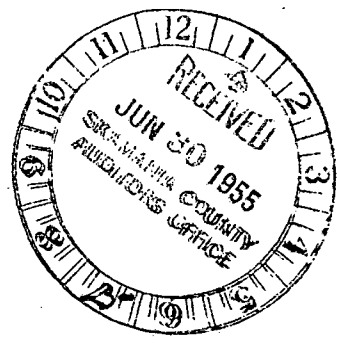
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first written.

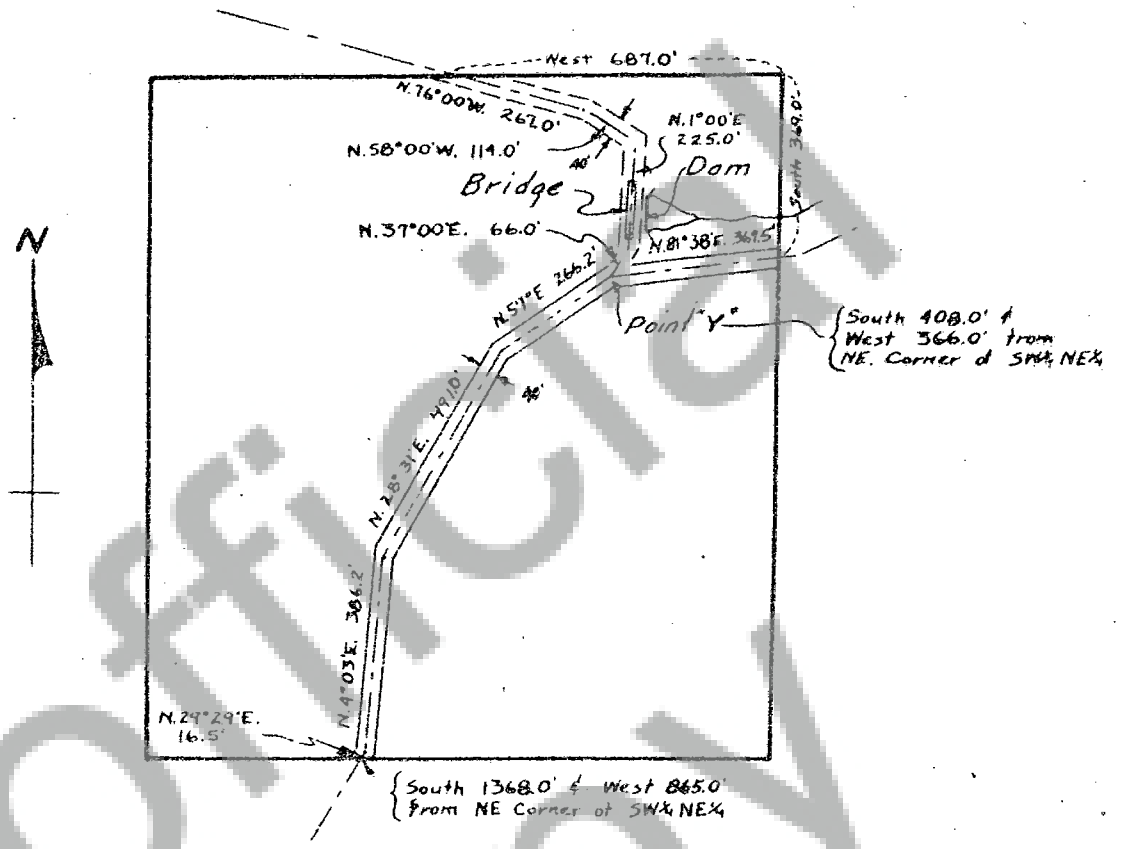
Bernard Henry
Notary Public for Washington

My Commission Expires 12/27/54



NO. 1556
S... A COUNTY
T... SACTION EXCISE TAX
PAID JUN 23 1955
AMOUNT 25
COUNTY... EASURER
BY Mabel J. A. et al





Sketch of Permanent Easements 40' Wide Across
 COTTRELL TRACT IN SKAMANIA COUNTY
 SW 1/4 NE 1/4 Section 25 T.2N, R.5E. W.M.
 Scale: 1" = 400 feet Oct. 1954

- LEGEND -

- ==== Mc Closkey Creek C.C.C. Road
- ==== Weedman Lumber Company Logging Road.

EXHIBIT A