

53348

No. 2364

TRANSACTION EXCISE TAX

FEB 19 1958

Amount Paid \$26.00

M. J. Jeter
Skamania County Treasurer

By

THIS CONVEYANCE AND ASSIGNMENT, dated the 14th day of February, 1958, by HARBOR PLYWOOD CORPORATION, a corporation organized and existing under the laws of the State of Delaware (hereinafter sometimes called Harbor), to INTERNATIONAL PAPER COMPANY, a corporation organized and existing under the laws of the State of New York (hereinafter sometimes called International);

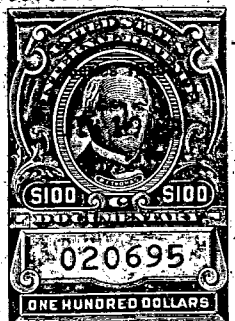
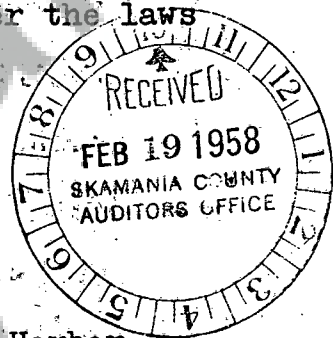
WITNESSETH, that:

WHEREAS, International desires to acquire and Harbor desires to convey and assign to International all of Harbor's right, title and interest in and to its road system in Skamania and Clark Counties, Washington, all as hereinafter more fully described;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration given by International to Harbor, receipt of which is hereby acknowledged:

1. Harbor hereby assigns, transfers, sets over, conveys and quit claims unto International, its successors and assigns, all the right, title and interest which Harbor has in:

(a) the main logging road extending (1) northerly and easterly from the log pond sold and conveyed by Harbor to International by a warranty deed executed and delivered by Harbor to International concurrently with the execution and delivery of this instrument and situated in Section 12, Township 5 North, Range 3 East of the Willamette Meridian in Clark County, Washington, to a connection now or here-



after made with Pacific Power & Light Company's road constructed in connection with its Swift No. 1 Hydroelectric Development Project, and (ii) northerly and westerly from a connection in the Southeast Quarter of Section 26, Township 7 North, Range 6 East of the Willamette Meridian in Skamania County, Washington with said road constructed by Pacific Power & Light Company to the present terminus of such main logging road in Section 29, Township 9 North, Range 6 East of the Willamette Meridian in Skamania County, Washington, all as shown on the map annexed hereto as Exhibit 1; and

(b) all spur, branch and subsidiary roads now in existence or which Harbor may hereafter construct connected with such main logging road or with the above described road constructed by Pacific Power & Light Company;

together with any and all improvements in the above described road system of Harbor, including but not limited to, all bridges.

2. Harbor hereby assigns, to the extent that it may legally do so, all its right, title and interest in and under all easements, certificates of right-of-way, road use agreements and right-of-way agreements and permits with respect to Harbor's said road system. Harbor further agrees that it will cooperate fully with International in order to assist International to obtain rights with respect to such road system which are equal to or greater than the rights which Harbor has, including rights which are non-assignable; provided, however, that the obligation of Harbor to cooperate as aforesaid shall not be construed as obligating Harbor to convey any rights in addition to those which it now has nor to obligate Harbor to incur any expense.

3. Harbor hereby covenants and agrees that it will from time to time and at all times, at the request of International or its successors or assigns, make, execute and deliver all such further instruments of assignment, transfer and assurance and do such further acts and things as may be necessary or appropriate in the premises, to give effect to the provisions hereinabove set forth or to confirm the rights, titles and interests hereby assigned and transferred to International or intended so to be.

4. International may assign any and all of the rights hereunder, and this instrument shall inure to the benefit of and be binding upon Harbor and International, and their successors and assigns.

IN WITNESS WHEREOF, Harbor has caused these presents to be executed as of the day and year first above written.

HARBOR PLYWOOD CORPORATION

By

Martin H. DeGroot
President

Attest:

Carroll Dyles
Secretary

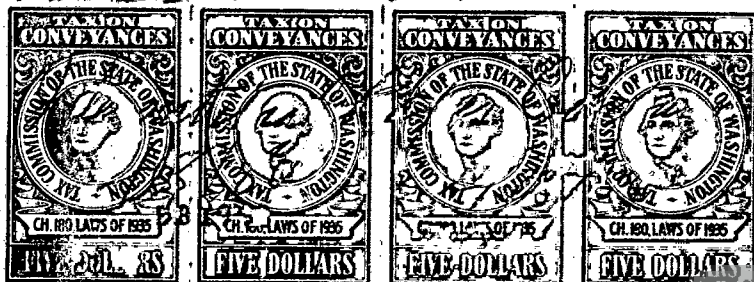


STATE OF *Oregon* }
 County of *Multnomah* } ss.



On this *14th* day of *February*, 1958 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 the 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 the corporation.

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



G. T. ...
 Notary Public

NOTARY PUBLIC FOR OREGON
 My Commission Expires Oct. 10, 1960

