

BOOK 43 52

EASEMENT

THIS INDENTURE, dated this 18th day of October, 1960, by and between ST. REGIS PAPER COMPANY, a corporation organized and existing under the laws of the State of *New York* (hereinafter called St. Regis), and INTERNATIONAL PAPER COMPANY, a corporation organized and existing under the laws of the State of New York (hereinafter called International), and NORTHERN PACIFIC RAILWAY COMPANY, a corporation organized and existing under the laws of the State of Wisconsin (hereinafter called Northern Pacific),

WITNESSETH, that:

For and in consideration of the sum of Ten Dollars (\$10) and other valuable consideration, the receipt of all of which is hereby acknowledged, St. Regis does hereby CONVEY and QUITCLAIM unto International and Northern Pacific, and unto their respective successors and assigns, an easement and right-of-way to use a road upon, over and across the following described lands situate in the County of Skamania and State of Washington, to-wit:

Parcel One

A parcel of land of variable width traversing the NW $\frac{1}{4}$ NW $\frac{1}{4}$, Section 23, T. 8 N., R. 6 E., W.M., the said parcel being more particularly described as follows:

A strip of land 50 feet in width on each side of a center line of a road being more particularly described as follows:

Beginning at Engineer's center line station P.O.C. 276 / 86.69, a point on the northern boundary of NW $\frac{1}{4}$ NW $\frac{1}{4}$, Section 23, from which the Northwest Section corner of Section 23, bears S. 89° 27' 57" W., 912.25 feet, at which point center line enters the property of St. Regis Paper Company; continuing and shortening the side lines so as to originate at the property line; thence along a 1,432.39



foot radius curve to the right, subtending an arc of $6^{\circ} 33' 26''$, 163.93 feet to station P.T. 278 \angle 50.62; thence S. $30^{\circ} 35' E.$, 581.45 feet to station P.O.T. 284 \angle 32.07, a point on the eastern boundary of NW $\frac{1}{4}$ NW $\frac{1}{4}$, Section 23, from which the Northwest corner of Section 23, bears West 1,299.10 feet and North 628.27 feet, at which point center line leaves the property of St. Regis Paper Company, extending and shortening the side lines so as to terminate at the property line.

Said Parcel One to which this description applies contains 1.71 acres, more or less.

Parcel Two

A parcel of land of variable width traversing the following described land:

SE $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, Section 23, T. 8 N., R. 6 E., W.M., the said parcel being more particularly described as follows:

A strip of land of variable width on each side of a center line of a road being more particularly described as follows:

Beginning at Engineer's center line station P.O.T. 291 \angle 78.86, a point on the northern boundary of SE $\frac{1}{4}$ NW $\frac{1}{4}$, Section 23, from which the Northeast corner of Section 23, bears West 1,571.02 feet and North 1,321.17 feet, at which point center line enters the property of St. Regis Paper Company; continuing and shortening the side lines so as to originate at the property line; thence S. $17^{\circ} 50' E.$, 103.08 feet to station P.C. 292 \angle 81.94; thence along a 102.31 foot radius curve to the right, subtending a central angle of $11^{\circ} 47'$, 21.04 feet to station P.T. 293 \angle 02.98; thence S. $06^{\circ} 03' E.$, 14.24 feet to station P.C. 293 \angle 17.22; thence along a 102.31 foot radius curve to the left, subtending a central angle of $12^{\circ} 37'$, 22.53 feet to station P.T. 293 \angle 39.75; thence S. $18^{\circ} 40' E.$, 316.79 feet to station P.C. 296 \angle 56.54; thence along a 5,729.58 foot radius curve to the right, subtending a central angle of $1^{\circ} 37'$, 161.67 feet to station P.T. 298 \angle 18.21; thence S. $17^{\circ} 03' E.$, 150.14 feet to station P.C. 299 \angle 68.35; thence along a 636.62 foot radius curve to the left, subtending a central angle of $21^{\circ} 58'$, 244.07 feet to station P.T. 302 \angle 12.42; thence S. $39^{\circ} 01' E.$, 663.07 feet to station P.C. 308 \angle 75.49; thence along a 1,909.86 foot radius curve to the right, subtending

a central angle of $15^{\circ} 06'$, 503.33 feet to station P.T. 313 \backslash 78.82; thence S. $23^{\circ} 55'$ E., 87.68 feet to station P.C. 314 \backslash 66.50; thence along a 2,864.79 foot radius curve to the right, subtending a central angle of $20^{\circ} 35'$, 1,029.17 feet to station P.T. 324 \backslash 95.67; thence S. $03^{\circ} 20'$ E., 1,027.63 feet to station P.O.T. 335 \backslash 23.30, a point on the southern boundary of SW $\frac{1}{4}$ SE $\frac{1}{4}$, section 23, from which the Southwest Section corner of Section 23, bears N. $89^{\circ} 58'$ W., 3,149.59 feet at which point center line leaves the property of St. Regis Paper Company, extending and shortening the side lines so as to terminate at the property line.

The widths of the strip of land above referred to are as follows:

<u>From Station</u>	<u>To Station</u>	<u>Widths on Easterly (left) Side of Center Line</u>	<u>Widths on Westerly (right) Side of Center Line</u>
P.O.T. 291 \backslash 78.86	P.T. 293 \backslash 39.75	40 feet	40 feet
P.T. 293 \backslash 39.75	P.O.T. 304 \backslash 00	100 feet	40 feet
P.O.T. 304 \backslash 00	P.O.T. 335 \backslash 23.30	40 feet	40 feet

Said Parcel to which this description applies contains 9.13 acres, more or less.

Parcel Three

A parcel of land of variable width traversing E $\frac{1}{2}$ E $\frac{1}{2}$, Section 35, T. 8 N., R. 6 E., W.M., the said parcel being more particularly described as follows:

A strip of land of variable width on each side of a center line of a road, said center line being more particularly described as follows:

Beginning at Engineer's center line station P.O.T. 394 \backslash 74.19, a point on the northern boundary of NE $\frac{1}{4}$ NE $\frac{1}{4}$, Section 35, from which the Northeast Section corner of Section 35, bears S. $89^{\circ} 58'$ E., 461.86 feet, at which point center line enters the property of St. Regis Paper Company; continuing and shortening the side lines so as to originate at the property line; thence S. $38^{\circ} 55'$ E., 210.38 feet to station P.C. 396 \backslash 84.57; thence along a 1,432.39 foot radius curve to the right, subtending a central angle of $27^{\circ} 56'$, 698.68 feet to station P.O.C. 403 \backslash 83.25, which point is the point of ending of Parcel Three and at the point of beginning of Parcel Four in the NE $\frac{1}{4}$ NE $\frac{1}{4}$, Section 35,

the widths of the strip of land above referred to are as follows:

<u>From Station</u>	<u>To Station</u>	<u>Widths on Easterly (left) Side of Center Line</u>	<u>Widths on Westerly (right) Side of Center Line</u>
P.O.T. 394 / 74.19	P.O. 396 / 84.57	60 feet	40 feet
P.O. 396 / 84.57	P.O.C. 403 / 83.25	40 feet	40 feet

Said Parcel to which this description applies contains 1.90 acres, more or less.

Parcel Four

A parcel of land of variable width traversing $E\frac{1}{2}$ $E\frac{1}{2}$, Section 35, T. 8 N., R. 6 E., W.M., the said parcel being more particularly described as follows:

A strip of land, the exterior boundaries of which are more particularly described as follows:

Beginning at Engineer's center line station P.O.C. 403 / 83.25, which point coincides with the point of ending of the above described Parcel Three, and from which the Northeast Section corner of Section 35, bears N. $79^{\circ} 01' 50''$ E., 40.17 feet, and N. $0^{\circ} 07' 10''$ W., 783.0 feet; thence N. $79^{\circ} 01' 50''$ E., 40.17 feet; thence S. $0^{\circ} 07' 10''$ E., 1,436.0 feet, along the eastern boundary of Section 35, thence N. $71^{\circ} 02' 35''$ W., 60.0 feet to Engineer's center line station P.O.C. 417 / 93.63, which point is the beginning point of Parcel Five, described below, thence N. $71^{\circ} 02' 35''$ W., 60.0 feet; thence N. $09^{\circ} 42' 20''$ E., 254.42 feet; thence N. $0^{\circ} 07' 10''$ W., 944.82 feet; thence N. $2^{\circ} 45' 20''$ W., 186.42 feet; thence N. $79^{\circ} 01' 50''$ E., 40.18 feet to the point of beginning.

Said Parcel to which this description applies contains 4.87 acres, more or less.

Parcel Five

A parcel of land of variable width traversing $E\frac{1}{2}$ $E\frac{1}{2}$, Section 35, T. 8 N., R. 6 E., W.M., the said parcel being more particularly described as follows:

A strip of land of variable width on each side of a center line of a road, said center line being more particularly described as follows:

Beginning at Engineer's center line station P.O.C. 417 / 93.63, a point on the southern boundary of above described Parcel Four, from which the Northeast Section corner of Section 35, bears S. $71^{\circ} 02' 35''$ E., 60.0 feet and N. $0^{\circ} 07' 10''$ W., 2,219.0 feet; thence along a 818.51 foot radius curve to the right, subtending an arc of $16^{\circ} 14' 20''$, 230.62 feet to station P. T. 420 / 24.25; thence S. $35^{\circ} 06' 10''$ W., 246.76 feet to station P.C. 422 / 71.01; thence along a 1,145.92 foot radius curve

to the left, subtending a central angle of $24^{\circ} 55'$, 498.33 feet to station P.T. 427 \angle 69.34; thence S. $10^{\circ} 11'$ W., 359.45 feet to station P. C. 431 \angle 28.79; thence along a 954.93 foot radius curve to the left, subtending a central angle of $24^{\circ} 23'$, 406.39 feet to station P.T. 435 \angle 35.18; thence S. $14^{\circ} 12'$ E., 126.39 feet to station P.C. 436 \angle 61.57; thence along a 5,729.58 foot radius curve to the left, subtending a central angle of $2^{\circ} 19'$, 231.67 feet to station P.T. 438 \angle 93.24; thence S. $16^{\circ} 31'$ E., 353.14 feet to station P.C. 442 \angle 46.38; thence along a 5,729.58 foot radius curve to the left, subtending a central angle of $1^{\circ} 43'$, 171.67 feet to station P.T. 444 \angle 18.05; thence S. $18^{\circ} 14'$ E., 608.61 feet to station P.O.T. 450 \angle 26.66, a point on the southern boundary of SE $\frac{1}{4}$ SE $\frac{1}{4}$, Section 35, from which the Southeast Section corner of Section 35, bears N. $89^{\circ} 57'$ E., 118.36 feet, at which point center line leaves the property of St. Regis Paper Company, extending and shortening the side lines so as to terminate at the property line.

The widths of the strip of land above referred to are as follows:

<u>From Station</u>	<u>To Station</u>	<u>Widths on Easterly (left Side of Center Line</u>	<u>Widths on Westerly (right Side of Center Line</u>
P.O.C. 417 \angle 93.63	P.T. 420 \angle 24.25	60 feet	50 feet
P.T. 420 \angle 24.25	P.C. 422 \angle 71.01	110 feet	50 feet
P.C. 422 \angle 71.01	P.T. 427 \angle 69.34	110 feet	40 feet
P.T. 427 \angle 69.34	P.C. 431 \angle 28.79	40 feet	40 feet
P.C. 431 \angle 28.79	P.T. 435 \angle 35.18	90 feet	40 feet
P.T. 435 \angle 35.18	P.T. 438 \angle 93.24	40 feet	40 feet
P.T. 438 \angle 93.24	P.C. 442 \angle 46.38	50 feet	40 feet
P.C. 442 \angle 46.38	P.O.T. 450 \angle 26.66	40 feet	40 feet

Said Parcel to which this description applies contains 7.82 acres, more or less.

hereinafter referred to as "said road", upon and subject to all the following terms and provisions:

1. International and Northern Pacific shall have the right to use said lands and road for the purpose of hauling and transporting logs and other forest materials cut or produced from timber or timber-lands now owned or hereafter acquired by International or Northern Pacific, or from timber International or Northern Pacific may now or hereafter have a right to cut, and for the purpose of hauling and transporting minerals of any nature whatsoever, including oil,

and for the purpose of hauling and transporting men, materials and equipment, and for all purposes of forest and property management, administration, development, protection and fire prevention, suppression and control, and for prospecting and searching for and developing minerals of any nature whatsoever, including oil, and for all purposes reasonably incidental to the foregoing.

2. International and Northern Pacific, for the purpose of hauling timber and other forest materials cut or produced from lands other than national forest lands, shall have the right until March 31, 2000 to operate over said road vehicles having a width up to and including eleven feet four inches and with a gross weight of vehicle and load not in excess of the present design capacity of the Swift Creek bridge; provided that vehicles having a greater width may be used from time to time when such use in the opinion of St. Regis will not unduly or unreasonably interfere with the use of the road by other users thereof.

3. The rights of International and Northern Pacific shall be non-exclusive. International and Northern Pacific shall have use of said road in such manner as will not unreasonably interfere with the use thereof by other authorized persons, including St. Regis, and, similarly, use of said road by other authorized persons, including St. Regis, shall not unreasonably interfere with the use thereof by International and Northern Pacific. International and Northern Pacific and their respective employees, agents, and contractors shall comply with all reasonable rules and regulations prescribed by St. Regis for the use of said road, provided such rules and regulations shall apply to the use thereof by other persons

authorized by St. Regis to use said road, including St. Regis.

Such rules and regulations may include:

(a) Upon reasonable notice closing the road or restricting its use when, due to weather conditions, or the making of alterations or repairs, unrestricted use would, in St. Regis's judgment, cause excessive damage, or create hazardous conditions;

(b) Closing the road or restricting the use when required by any governmental agency which by law has jurisdiction to authorize such closing or restriction, of which requirement prompt notice shall be given;

(c) Upon reasonable notice closing the road during periods when in St. Regis's judgment, there is extraordinary fire danger;

(d) Traffic controls which, in St. Regis's judgment, are required for safe and effective use of the road by authorized users thereof;

(e) Prohibition upon the loading of logs on trucks while such trucks are standing on the grade or road surface of said road, except to recover lost logs; and

(f) Prohibition on the operation on said road or grade of any vehicle or equipment having cleats or other trucks which will injure the surface thereof.

4. International and Northern Pacific shall have the right at their own expense to connect to said road spur roads reasonably necessary to provide access to lands, timber and minerals now or hereafter owned or controlled by them, provided that the location and character of construction of said connections to said road shall first be approved in writing by St. Regis, which approval shall not be unreasonably withheld; and provided further, that International and Northern Pacific shall at all times maintain said connections at their own expense in condition satisfactory to

St. Regis. St. Regis agrees to grant rights of way reasonably necessary for such purposes, upon payment of reasonable charges for land used, damage to timber and other improvements on the right of way.

5. International expects that it will haul over said road not more than an average of sixty million feet of logs, commercial log scale, forest products and forest materials annually which are produced from timberlands other than national forest timberlands, and agrees, insofar as is practicable and reasonable, in hauling such logs, forest products and forest materials, not unduly to congest said road. Whenever International expects to haul over said road during an operating year a quantity of logs, forest products and forest materials in excess of that amount, it shall notify St. Regis a reasonable time beforehand and, unless the reasonably anticipated gross haul over said road for such year by all users of said road, including such excess, is beyond the capacity of said road, International shall have the right to the use of said road for hauling such excess. The effect of this section will terminate March 31, 2000.

6. St. Regis shall have the right to perform the road maintenance or to direct the manner in which it shall be performed; provided that when International or Northern Pacific is using said road, it shall perform its share of maintenance of such road or of the portion or portions thereof which it uses or shall contribute its share of the cost of such maintenance. The share of maintenance or cost of maintenance of said road to be borne by each user of said road shall be equal to the ratio of such user's use to total use by all users of said road, based upon distance of haul and quantity of material hauled expressed in thousands of feet of logs, commercial log scale, or equivalent measure of other forest materials or equivalent weight of other materials hauled. For the purposes of this agreement, the term maintenance shall mean maintenance of said road

as a two-lane logging road, in accordance with standards prescribed for forest development logging roads by the United States Forest Service, and so as fairly and reasonably to permit use of said road for the purpose of hauling and transporting logs and other forest materials and shall include the opening of said road as early each year as may be reasonably required for logging operations in the area served by said road and the keeping of said road open during the remainder of the year until logging operations in said area are closed for the year.

7. The rights and obligations of St. Regis and of International and Northern Pacific under the terms of this indenture shall inure to the benefit of and shall be binding upon St. Regis and International and Northern Pacific and their respective successors and assigns. Said rights may be exercised by the parties directly or through their respective employees, agents or contractors.

8. In the event a segment of the existing road is destroyed by natural causes and is reconstructed on the basis of a cost sharing agreement International and Northern Pacific shall have the same right to use said replacement segment as are hereby granted to them to use the road as it now exists; provided that Northern Pacific shall have such use but shall not be obligated to share in the cost of any such reconstruction made prior to the termination of timber cutting contract T&M 2557 between International and Northern Pacific.

9. Other than as provided in paragraph 6 hereof, no toll or other charge shall be imposed upon International and Northern Pacific, their successors and assigns, for their use of said road.

IN WITNESS WHEREOF, St. Regis has executed this indenture the day and year first above written.

ST. REGIS PAPER COMPANY

By

William R. Adams
President

ATTEST:

Henry Crawford
Secretary

STATE OF *NEW YORK* }
County of *NEW YORK* } ss.

On this *9* day of *SEPTEMBER*, 1960, before me personally appeared *WILLIAM R. ADAMS* and *HOMER CRAWFORD* to me known to be the President and Secretary, respectively, of St. Regis Paper 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 written.

No. *3227*
TRANSACTION EXCISE TAX

NOV 7 1960

Amount Paid *None*
Michael O'Donnell
Skamania County Treasurer
By

James J. Sheehy
Notary Public in and for the State
of *NEW YORK*, residing at

JAMES J. SHEEHY
Notary Public, State of New York
No. 30-3626550
Qualified in Nassau County
Certificate filed in New York County
Term Expires March 30, 1961