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EASEMENT

THIS INDENTURE, dated this 18<sup>th</sup> day of *October*, 1960, by and between INTERNATIONAL PAPER COMPANY, a corporation organized and existing under the laws of the State of New York (hereinafter called Grantor), 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, the Grantor does hereby CONVEY and QUITCLAIM unto Northern Pacific and unto its 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, State of Washington, to-wit:

Parcel One

A strip of land eighty feet in width traversing SE $\frac{1}{4}$  NE $\frac{1}{4}$ , Section 14, T. 7 N., R. 6 E., W. M., the said strip being 40 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.T. 596 / 70.49, a point on the western boundary of SE $\frac{1}{4}$  NE $\frac{1}{4}$ , Section 14, from which the East  $\frac{1}{4}$  Section corner of Section 14, bears East 1,326.02 feet and South 325.88 feet, at which point center line enters the property of International Paper Company, continuing and shortening the side lines so as to originate at the property line; thence S. 26° 18' E., 410.43 feet to station P.O.T. 600 / 80.92, a point on the southern boundary of the SE $\frac{1}{4}$  NE $\frac{1}{4}$ , Section 14, from which the E $\frac{1}{4}$  corner of Section 14, bears N. 87° 53' 40" E., 1,144.96 feet, at which point center line leaves the property of International Paper Company, extending and shortening the side lines so as to terminate at the property line.

The parcel of land to which this description applies contains 0.74 acres, more or less.

Parcel Two

A parcel of land traversing the following described real property:



$W\frac{1}{2}$  NW $\frac{1}{4}$ , Section 24, T. 7 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 described as follows:

Beginning at the Northwest Section corner of Section 24, thence along the north boundary of Section 24, N.  $89^{\circ} 59' E.$ , 100.0 feet; thence S.  $0^{\circ} 01' 10'' W.$ , 2,200.0 feet; thence East 50.0 feet; thence S.  $0^{\circ} 01' 10'' W.$ , 446.07 feet; thence along the southern boundary of the SW $\frac{1}{4}$  NW $\frac{1}{4}$ , Section 24, West 150.0 feet to the West  $\frac{1}{4}$  corner of Section 24; thence along the western boundary of the  $W\frac{1}{2}$  NW $\frac{1}{4}$ , Section 24, N.  $0^{\circ} 01' 10'' E.$ , 2,646.07 feet to original point of beginning.

Said Parcel to which this description applies contains 6.59 acres, more or less.

#### Parcel Three

A parcel of land traversing the following described real property:

Lot 2, Section 24, T. 7 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. 655 / 86.55, a point on the northern boundary of Lot 2, from which the West  $\frac{1}{4}$  corner of Section 24, bears West 108.69 feet, at which point center line enters the northern boundary of Lot 2; continuing and shortening the side lines so as to originate at said northern boundary of Lot 2; thence S.  $13^{\circ} 02' E.$ , 375.75 feet to station P.C. 659 / 62.30; thence along a 5,729.58 foot radius curve to the right, subtending a central angle of  $3^{\circ} 51'$ , 384.99 feet to station P.T. 663 / 47.29; thence S.  $09^{\circ} 11' E.$ , 229.79 feet to station P.C. 665 / 77.08; thence along a 159.15 foot radius curve to the right, subtending a central angle of  $53^{\circ} 07'$ , 147.55 feet to station P.T. 667 / 24.63; thence S.  $43^{\circ} 56' W.$ , 376.67 feet to station P.O.T. 671 / 01.30, a point on the western boundary of Lot 2, from which the West  $\frac{1}{4}$  corner of Section 24 bears N.  $0^{\circ} 01' W.$ , 1,375.35 feet at which point center line leaves the property of the International 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. 655/86.55	P.T. 667/24.63	40 feet	40 feet
P.T. 667/24.63	P.O.T. 671/01.30	50 feet	50 feet

Said Parcel to which this description applies contains 2.95 acres, more or less.

Parcel Four

A strip of land lying in a general northerly and southerly direction and being sixty (60) feet in width in and over, upon and across the East one-half of Section 26, Township 7 North, Range 6 East of the Willamette Meridian.

Subject to all the reservations and limitations set forth in that certain conveyance of right-of-way from H. L. Gilbert and Frances M. Gilbert, husband and wife, and W. H. Dean and Effie M. Dean, husband and wife, to Harbor Plywood Corporation, dated June 11, 1947 and recorded in Book 33 of Deeds at page 230, Records of Skamania County, Washington;

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

1. 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 timberlands now owned or hereafter acquired by Northern Pacific, or from timber 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. 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 Grantor will not unduly or unreasonably interfere with the use of the road by other users thereof.

3. The rights of Northern Pacific shall be non-exclusive. 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 Grantor and, similarly use of said road by other authorized persons, including Grantor shall not unreasonably interfere with the use thereof by Northern Pacific. Northern Pacific and its employees, agents, and contractors shall comply with all reasonable rules and regulations prescribed by Grantor for the use of said road, provided such rules and regulations shall apply to the use thereof by other persons authorized by Grantor to use said road, including Grantor. 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 Grantor'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 Grantor's judgment, there is extraordinary fire danger;

(d) Traffic controls which, in Grantor'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. Northern Pacific shall have the right at its 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 it, provided that the location and character of construction of said connections to said road shall first be approved in writing by Grantor which approval shall not be unreasonably withheld; and provided further, that Northern Pacific shall at all times maintain said connections at its own expense in condition satisfactory to Grantor. Grantor agrees to grant rights of way reasonably necessary for such purposes, without charge except reasonable charges for damage to timber and other improvements on the right of way.

5. Grantor shall have the right to perform the road maintenance or to direct the manner in which it shall be performed; provided that when 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.

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

7. 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 between Northern Pacific and Grantor then in such event Northern Pacific shall have the same rights to use said replacement segment as are hereby granted to it to use the road as it now exists.

8. Other than as provided in paragraph 5 hereof, no toll or other charge shall be imposed upon Northern Pacific, its successors and assigns, for their use of said road.

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

INTERNATIONAL PAPER COMPANY

By J. D. Ireland  
Vice President

Attest:

R. T. Frost  
Assistant Secretary

No. 3225  
TRANSACTION EXCISE TAX  
NOV 7 1960  
Amount Paid None  
Medell Osowell  
Skamania County Treasurer  
By .....

STATE OF WASHINGTON )  
 ) ss.  
County of Cowlitz )

On this 10<sup>th</sup> day of August, 1960, before me personally appeared J.D. Ieland and R. T. Frost to me known to be the Vice President and Assistant Secretary, respectively, of International 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.

Notary Public in and for the State  
of Washington, residing at Longview