

58840

E A S E M E N T

THIS INDENTURE, made this 2/ day of August , 1961, by and between INTERNATIONAL PAPER COMPANY, a New York corporation duly authorized to transact business in the State of Washington (hereinafter called "Grantor"), and ANDREW HOLMAN and MIRIAM HOLMAN, husband and wife (hereinafter called "Grantees"),

W I T N E S S E T H T H A T:

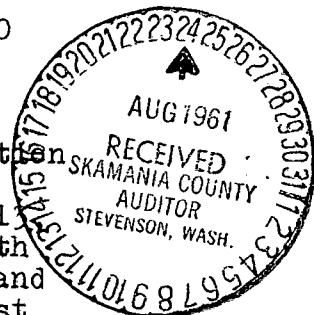
For and in consideration of the sum of Ten Dollars (\$10.00) and of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. The Grantor hereby grants to the Grantees the non-exclusive right to reconstruct, maintain, use, operate over and improve the existing road over and across the following described property situated in Skamania County, Washington, to-wit:

An existing road commencing at a point on the west boundary of the Northwest one-quarter of the Northeast one-quarter of Section 13, Township 3 North, Range 8 East, Willamette Meridian, said point being approximately 950 feet south of the one quarter corner on the North boundary of said Section 13; thence extending across the $N\frac{1}{2}$ of the $NE\frac{1}{4}$ of said Section 13 in a general northeasterly direction a distance of 3,100 feet more or less to a point on the East boundary of said Section 13; said point being approximately 580 feet south of the Northeast corner of said Section 13 and approximately 812 feet South of the Northwest corner of Section 18, Township 3 North, Range 9 East, Willamette Meridian; thence extending across Lot 1 ($NW\frac{1}{4}$ of the $NW\frac{1}{4}$) of said Section 18 in a general northeasterly direction a distance of 1,650 feet more or less to a point on the North boundary of said Section 18, said point being approximately 1,090 feet east of the northwest corner of said Section 18.

2. The term of this easement shall be perpetual.

3. The rights and privileges granted herein shall be non-exclusive, and the Grantor reserves to itself, its successors



and assigns, the right to use said road without charge at any and all times. The Grantor further hereby reserves the right to lease, license and assign the use of said road to third parties and to charge any and all such third parties for the use thereof and retain the proceeds collected for such use without obligation to account therefor to the Grantees.

4. The Grantees, their heirs, executors and administrators, and any permittee, licensee or assignee of the Grantees, using said road, shall perform or pay for their respective share of road maintenance according to their proportionate use of said road.

5. The Grantees, for themselves and for their heirs, executors, administrators and assigns, agree to indemnify and save harmless, and agree to cause any licensee or permittee using said road to indemnify and save harmless, the Grantor and its successors and assigns from and against any and all claims, demands, actions and causes of action for injury to persons, including death, and damage to property arising out of any use of said road.

6. The Grantees, their heirs, administrators, executors and assigns, shall comply and abide by the usual rules promulgated from time to time by the Grantor in connection with the use and operations on said road and fire protection procedures.

7. The Grantees, their heirs, administrators, executors and assigns, shall use the above described road for ingress to and egress from the $E\frac{1}{2}SW\frac{1}{4}$, Lots 3 and 4, and the $W\frac{1}{2}SE\frac{1}{4}$ of Section 7, Township 3 North, Range 9 East, Willamette Meridian, Skamania County, Washington, and for any purpose in connection with the above described property and for no other purposes whatsoever.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

INTERNATIONAL PAPER COMPANY

By J. D. Leland
Vice President

ATTEST:

R. J. Frost
Assistant Secretary

Andrew Holman
Andrew Holman

Miriam Holman
Miriam Holman

STATE OF WASHINGTON)
COUNTY OF COWLITZ) SS

On this 21 day of August, 1961, before me personally appeared J. D. Leland, to me known to be Vice President of 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 he is 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.

Ali J. Sandoz
Notary Public in and for the State
of Washington, residing at Longview.

STATE OF WASHINGTON)
COUNTY OF COWLITZ) SS

No. 3476
TRANSACTION EXCISE TAX

AUG 24 1961

Amount Paid None
Mildred O. Donnell
Skamania County Treasurer

On this day personally appeared before me Andrew Holman and Miriam Holman, to be known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 15th day of August, 1961.

Maurice C. Bonney
Notary public in and for the State
of Washington, residing at Longview.