

RIGHT-OF-WAY EASEMENT
For
INDEX-GALENA ROAD
SNOHOMISH COUNTY, WASHINGTON

WHEREAS, SNOHOMISH COUNTY, WASHINGTON, has caused a survey to be made and proposes to construct a wagon road, known as the INDEX-GALENA ROAD, over a portion of Lots Five (5) and Eight (8) in Section Ten (10), and the Northwest quarter of the Northeast quarter (NW $\frac{1}{4}$ of NE $\frac{1}{4}$) of Section Fifteen (15), all in Township Twenty-seven (27) North of Range Ten (10) East of W. M., in Snohomish County, Washington, owned by the WEYERHAEUSER TIMBER COMPANY, and

WHEREAS, the Weyerhaeuser Timber Company has agreed to give to Snohomish County, Washington, an easement for said road as surveyed, in consideration of certain reservations and conditions which are hereinafter set forth, and without which this easement would not be given.

NOW THEREFORE, in consideration of the premises and of the sum of Four hundred sixty-one and no/hundredths Dollars (\$461.00), payment in full for Thirty-one (31) fir trees, Twenty-seven (27) cedar trees, and Two (2) hemlock trees, with a total scale of One hundred fifty-four thousand eight hundred seventy (154,870) feet of timber on said right-of-way, receipt of which is hereby acknowledged, and of the reservations and conditions hereinafter mentioned, the Weyerhaeuser Timber Company hereby gives and grants to Snohomish County, Washington, the right to enter upon, lay out, establish and construct and thereafter maintain a public highway Sixty (60) in width over and across Lots Five (5) and Eight (8) in Section Ten (10), and the Northwest quarter of the Northeast quarter (NW $\frac{1}{4}$ of NE $\frac{1}{4}$) of Section Fifteen (15), all

10.15-27-10

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in Township Twenty-seven (27) North of Range Ten (10) East of W.M., in Snohomish County, Washington, as the route and location thereof have been heretofore surveyed and located upon the ground, the center line thereof being of record in the County Engineer's office as Survey 1120, and more particularly described as follows:

Beginning at a point on the west line of the Northwest quarter of the Northeast quarter (NW $\frac{1}{4}$ of NE $\frac{1}{4}$) of Section Fifteen (15) in Township Twenty-seven (27) North of Range Ten (10) East of W. M., which point is 92 ft. south of the quarter corner common to Sections Ten (10) and Fifteen (15), said township and range, thence North 77°29' East 104.7 ft., thence along the arc of a 14° curve to the left having a radius of 410.3 ft. a distance of 306 ft., thence North 34°39' East 804.5 ft., thence along the arc of an 8° curve to the left having a radius of 716.8 ft. a distance of 545 ft., thence North 8° 57' West 1198.3 ft., thence along the arc of a 4° curve to the right a distance of 180 ft., more or less, to the north line of Lot Five (5) in said Section Ten (10).

It is hereby mutually understood and agreed between the Weyerhaeuser Timber Company and Snohomish County, Washington, that this easement has been given to and accepted by said Snohomish County, Washington, subject to and upon the conditions and reservations hereinafter set forth, which are as follows:

- 1 -

That the Weyerhaeuser Timber Company has received payment in full for all claims or damages of any kind which may have heretofore accrued by reason of the laying out, construction, and maintenance of said wagon road as herein described.

- 2 -

That all of the timber on the lands of the party of the first part hereinbefore described, over and across which the said right-of-way runs, has been cut down which is necessary or advisable to be cut down at this time in the judgment of the party of the second part, for the purpose of utilizing the right-of-way as herein granted, and that no other timber on said lands shall be cut, damaged or destroyed without permission in writing

from the party of the first part, PROVIDED, HOWEVER, if an emergency shall arise which, in the judgment of the party of the second part, requires the immediate cutting of any tree or trees on or adjacent to said right-of-way for the protection of the highway of the party of the second part, then and in such case the party of the second part may cut and fell any such tree or trees, and hereby agrees to make immediate report thereof and pay a reasonable value therefor to the party of the first part at its office at Tacoma. All timber which has not now been cut on said right-of-way and which is not included in the scale above referred to is the property of the Weyerhaeuser Timber Company, and the said Weyerhaeuser Timber Company, its successors and assigns, shall have, and is hereby granted, the right to enter upon said right-of-way and to cut and remove any such timber therefrom.

- 3 -

The Weyerhaeuser Timber Company, and its successors and assigns, shall at all times and by such means as may be necessary or convenient have the right to use and occupy and to freely pass over, upon, and across said right-of-way, at grade or otherwise, with logging roads, railroads, and all other ways and means necessary or convenient for and which generally are usual and customary for hauling logs, timber, and forest products; Provided, however, that in the exercise of the rights of occupancy and crossing, the said road shall not be damaged, the cost of maintenance thereof increased, or the road unduly interfered with for public travel.

- 4 -

If any part of the said wagon road shall be abandoned, or shall cease to be used and maintained as a public highway by said Snohomish County, Washington, or the route thereof

changed, then as to such part, all rights under this easement shall immediately cease and terminate, and this easement shall thereafter be null and void without further notice being required.

IN WITNESS WHEREOF, the Weyerhaeuser Timber Company has caused this instrument to be executed this 3rd day of July, 1929.

In the presence of:

WEYERHAEUSER TIMBER COMPANY

George S. Long

By Geo. S. Long
Vice President

W. B. McComick

Attest: W. B. McComick
Secretary

APPROVED:

F. R. Titcomb
General Manager

STATE OF WASHINGTON }
COUNTY OF PIERCE } ss

On this 25th day of July, A.D. 1929, before me personally appeared Geo. S. Long, to me known to be the Vice President of the Weyerhaeuser Timber Company, the corporation that executed the within and foregoing instrument, and acknowledged the 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 was 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.

Alfred J. Jirvin
Notary Public in and for the State
of Washington, residing at Tacoma.