

## EASEMENT

THIS AGREEMENT, made and entered into this 27th day of December, 1974, by and between BOISE CASCADE CORPORATION, a Delaware corporation, hereinafter called "Boise Cascade," and STATE OF WASHINGTON, acting by and through the Department of Natural Resources, hereinafter called "State," WITNESSETH:

## I

Boise Cascade for and in consideration of One Hundred and No/100 Dollars (\$100.00) for land damages, and the grant hereinafter made by State, hereby grants and conveys to State, its successors and assigns, a permanent easement assignable in whole or in part upon, over, and along rights of way sixty (60) feet in width over and across the lands in Skamania County, Washington, described on the attached "Exhibit A," being thirty (30) feet on each side of the center line(s) of a road or roads located approximately as shown in red on the attached "Exhibits B, D and E."

Subject as to said lands to all matters of public record.

State, for and in consideration of the grant hereinabove made, hereby grants and conveys to Boise Cascade, its successors and assigns, a permanent easement assignable in whole or in part upon, over, and along rights of way sixty (60) feet in width over and across the lands in Skamania County, Washington, described on the attached "Exhibit A," being thirty (30) feet on each side of the center line(s) of a road or roads located approximately as shown in green on the attached "Exhibits B, C and E."

Subject as to said lands to all matters of public record.

## II

The parties hereto hereby agree that the rights hereinabove granted by one party hereto to the other shall be subject to the following terms and conditions:

1. The easements are conveyed for the purposes of construction, reconstruction, use and maintenance of a road or roads for the purpose of providing access to and from lands now or hereafter owned or managed by the parties hereto, and for public access to such lands for recreational purposes under such rules, regulations, and limitations as may be mutually established by the parties herein; provided, however, that such public use shall not interfere with historical commercial use of the parties.

2. The parties agree to abide by the State's Resource Management Operating Specifications that are in effect at the time of execution of this agreement. The parties shall mutually agree to any changes in specifications necessary to reasonably protect the environment, and as to such parties' share of any operating costs based on the proportionate use of the facility that are incurred as a direct result from such mutual agreement.

3. If the parties fail to agree as to the changes in specifications necessary, a three-member committee will be formed. Said committee to be made up of one member appointed by the State, one member appointed by Boise Cascade, and one member to be appointed by the two aforementioned members. The decision of the committee will be final and binding on all parties.

4. Each party hereto reserves for itself, its successors and assigns, the right at all times for any purpose, to cross and recross at any place on, over or otherwise, to use said rights of way in a manner that will not unreasonably interfere with the rights granted herein.

5. Each party hereto may grant to third parties, upon such terms as it chooses, any or all of the rights reserved by it herein; provided that use by such party shall be subject to the terms and conditions of this agreement and shall not unreasonably interfere with the rights granted to the other party herein.



2981

No. 2981  
TRANSACTION EXCISE TAX

DEC 21974

Amount Paid \$100.00  
By Boise Cascade Corp.  
Skamania County Treasurer  
By Boise Cascade Corp.

5. Each party hereto may permit its respective agents, contractors, licensees, lessees, purchasers of timber or other valuable materials, and their agents, hereinafter individually referred to as "Permittee" and collectively referred to as "Permittees," to exercise the rights granted to it herein; provided, that when a party hereto or one of its Permittees plans to use any portion of said roads for the purpose of hauling timber or other valuable materials, such party shall notify the other thereof at least fifteen (15) days prior to the commencement of use of said rights, advising of the portion of road to be used, the approximate dates when such use will begin and end, and of the approximate volumes of forest products or valuable materials to be hauled and forthwith upon the completion of such use notify the other party thereof.

6. The cost of road maintenance and resurfacing shall be allocated on the basis of respective uses of said road. When any party uses a road, such party shall perform or cause to be performed, or contribute or cause to be contributed, that share of maintenance and resurfacing occasioned by such use as hereinafter provided. During periods when a road is being used solely by one party, such party shall maintain that portion of said road so used to the standards existing at the time use is commenced. On roads upon which the public use is permitted, State will assume maintenance and resurfacing responsibility for such permitted traffic. Provided, in the event Boise Cascade modifies its land use program so as to establish facilities such as campsites, picnic grounds or other like facilities which invite or encourage public use, then Boise Cascade will also assume its proportionate share of the maintenance and resurfacing responsibility for such use. During periods when more than one party is using the same road, or any portion thereof, the parties hereto shall meet and establish necessary maintenance provisions. Such provisions shall include but shall not be limited to:

(a) the appointment of a maintainer, which may be one of the parties hereto or any third party, who will perform or cause to be performed at a reasonable and agreed upon rate the maintenance and resurfacing of the road or the portion thereof being used; and

(b) a method of payment by which each party using said road or a portion thereof, shall pay its pro rata share of the cost incurred by said maintainer in maintaining or resurfacing said road or portion thereof.

For purposes of this agreement, maintenance is defined as the work normally necessary to preserve and keep the roadway, road structure and road facilities as nearly as possible in their present condition or as hereafter improved.

7. Each party using any portion of a road shall repair, or cause to be repaired, at its sole cost and expense, that damage to said road occasioned by it which is in excess of that which it would cause through normal and prudent usage of said road. Should inordinate damage to a road occur which is not caused by an authorized user of said road, the parties hereto shall meet to agree upon the cost of replacement, the party to undertake the replacement, and the shares of replacement cost to be borne by each user of said road. Public use leading to inordinate damage to be repaired at sole cost and expense of State. Provided, in the event Boise Cascade modifies its land use program so as to establish facilities such as campsites, picnic grounds or other like facilities which invite or encourage public use, then Boise Cascade will also assume its proportionate share of the inordinate damage.

8. Unless the parties hereto agree in writing to share the costs of improvements in advance of such improvements being made, such improvements shall be solely for the account of the improver.

9. Each party hereto reserves to itself all timber now on or hereafter growing within the rights of way on its said lands.

10. Each party hereto shall require each of its Permittees, before using any of said roads on the lands of the other party hereto, to:

(a) obtain and during the term of such use, maintain a policy of liability insurance in a form generally acceptable in the trade and customary in the area of said rights of way, insuring said Permittee against liability arising out of its operations, including use of vehicles. Minimum amounts of insurance shall be:

(1) For log haulers, and other miscellaneous users operating heavy trucks (over one (1) ton), One Hundred Thousand Dollars (\$100,000.00) for injury to one person, Three Hundred Thousand Dollars (\$300,000.00) for any one occurrence, and One Hundred Thousand Dollars (\$100,000.00) property damage for any one occurrence;

(2) For fern cutters, bough cutters, shake cutters, or other miscellaneous users operating pickup trucks, light trucks (under one (1) ton) or passenger cars for the purpose of transporting miscellaneous forest products, Twenty-five Thousand Dollars (\$25,000.00) for injury to one person, Fifty Thousand Dollars (\$50,000.00) for any one occurrence, and Five Thousand Dollars (\$5,000.00) property damage for any one occurrence; or

(3) Such other limits as the parties hereto may agree upon in writing from time to time.

(b) deliver to each party hereto a certificate from the insurer of said Permittee certifying that coverage is not less than the above named amounts is in force and that, in the event of cancellation or modification of such coverage, the insurer will give each party hereto ten (10) days written notice prior to any cancellation or modification.

11. All obligations under this easement which involve the expenditure of funds by the State shall be subject to the availability of such appropriated funds.

12. It is understood and agreed between the parties hereto that the agreement supersedes and terminates the following instruments:

(a) Agreement dated June 30, 1961, between Crown Zellerbach Corporation and the State, as recorded under Auditor's File Number 58918, in Volume 49, pages 158 through 163, records of Skamania County.

(b) Agreement dated September 2, 1965, between Boise Cascade Corporation and the State as recorded under Auditor's File Number 65700, in Volume 54, pages 406 and 487, records of Skamania County.

(c) Agreement dated October 26, 1965, between Boise Cascade Corporation and the State, as recorded under Auditor's File Number 65891, Book 55, pages 81 and 82, records of Skamania County.

(d) Agreement dated April 18, 1966, between Boise Cascade Corporation and Crown Zellerbach Corporation and the State, as recorded under Auditor's File Number 67941, in Volume 56, pages 448 through 451, records of Skamania County.

IN WITNESS WHEREOF, the parties hereto have executed this instrument, in duplicate, as of the day and year first above written.

NOISE CASCADE CORPORATION

By William B. Buehler Title Vice President  
Attest [Signature] Title Assistant Secretary

Affix Seal of Corporation

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

By [Signature]  
HERBERT K. COLLIS  
Commissioner of Public Lands

db  
Easement No. 76  
App. No. 37732  
Affix Seal of Commissioner  
of Public Lands

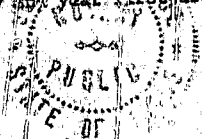


STATE OF IDAHO

County of Ada

On this 6th day of November, 1974, before me personally appeared WILLIAM BRIDENBAUGH to me known to be T. H. GONSER and Assistant Secretary Vice President respectively, of BOISE CASCADE CORPORATION 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.



[Signature]  
Notary Public in and for the State of  
Idaho, residing at Boise  
My commission expires 1/25/78

STATE OF WASHINGTON

COUNTY OF THURSTON

On this 15th day of Nov 1974, before me personally appeared DAVE L. COLE, to me known to be the Commissioner of Public Lands, and ex officio Administrator of the Department of Natural Resources of the State of Washington, the Department that executed the within and foregoing instrument on behalf of the State of Washington, and acknowledged said instrument to be the free and voluntary act and deed of the State of Washington 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 official seal of the Commissioner of Public Lands for the State of Washington.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year set forth above.



[Signature]  
Notary Public in and for the State of  
Washington, residing at Olympia.

EXHIBIT A

## NOISE CASCADE LANDS

<u>Description</u>	<u>Section</u>	<u>Township</u>	<u>Range</u>
SE $\frac{1}{4}$ NE $\frac{1}{4}$ , W $\frac{1}{2}$ W $\frac{1}{2}$ , SE $\frac{1}{4}$ SW $\frac{1}{4}$ , E $\frac{1}{2}$	1	2N	5E
NE $\frac{1}{4}$ SE $\frac{1}{4}$	3	2N	5E
NE $\frac{1}{4}$ SW $\frac{1}{4}$ , S $\frac{1}{2}$ SE $\frac{1}{4}$	11	2N	5E
SW $\frac{1}{4}$ NE $\frac{1}{4}$ , W $\frac{1}{2}$ SW $\frac{1}{4}$ , SE $\frac{1}{4}$ SW $\frac{1}{4}$ , S $\frac{1}{2}$ SE $\frac{1}{4}$	12	2N	5E
N $\frac{1}{2}$ W $\frac{1}{2}$ , SE $\frac{1}{4}$ NW $\frac{1}{4}$ , W $\frac{1}{2}$ SW $\frac{1}{4}$ , NE $\frac{1}{4}$ SW $\frac{1}{4}$	13	2N	5E
N $\frac{1}{2}$ N $\frac{1}{2}$ , S $\frac{1}{2}$ NW $\frac{1}{4}$	14	2N	5E
E $\frac{1}{2}$ E $\frac{1}{2}$ , NW $\frac{1}{4}$ SE $\frac{1}{4}$	23	2N	5E
NW $\frac{1}{4}$ NW $\frac{1}{4}$	24	2N	5E
E $\frac{1}{2}$ NE $\frac{1}{4}$	25	2N	5E
SW $\frac{1}{4}$ SW $\frac{1}{4}$ , SE $\frac{1}{4}$ SE $\frac{1}{4}$	7	2N	6E
S $\frac{1}{2}$ NW $\frac{1}{4}$ , NE $\frac{1}{4}$ NW $\frac{1}{4}$	8	2N	6E
NE $\frac{1}{4}$ , E $\frac{1}{2}$ NW $\frac{1}{4}$ , NW $\frac{1}{4}$ NW $\frac{1}{4}$ , SE $\frac{1}{4}$ SW $\frac{1}{4}$ , W $\frac{1}{2}$ SE $\frac{1}{4}$ , NE $\frac{1}{4}$ SE $\frac{1}{4}$	18	2N	6E
W $\frac{1}{2}$ W $\frac{1}{2}$ , ME $\frac{1}{2}$ NW $\frac{1}{4}$	19	2N	6E

## STATE LANDS

<u>Description</u>	<u>Section</u>	<u>Township</u>	<u>Range</u>
S $\frac{1}{2}$ NE $\frac{1}{4}$ , S $\frac{1}{2}$	2	2N	5E
S $\frac{1}{2}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ NW $\frac{1}{4}$	3	2N	5E
N $\frac{1}{2}$ , SE $\frac{1}{4}$ SW $\frac{1}{4}$	11	2N	5E
E $\frac{1}{2}$ NE $\frac{1}{4}$ , NW $\frac{1}{4}$ NE $\frac{1}{4}$ , E $\frac{1}{2}$ NW $\frac{1}{4}$ , NE $\frac{1}{4}$ SW $\frac{1}{4}$ , NW $\frac{1}{4}$ SE $\frac{1}{4}$	12	2N	5E
E $\frac{1}{2}$ NE $\frac{1}{4}$ , E $\frac{1}{2}$ NW $\frac{1}{4}$ , NW $\frac{1}{4}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$ SW $\frac{1}{4}$ , E $\frac{1}{2}$ SW $\frac{1}{4}$ , N $\frac{1}{2}$ SE $\frac{1}{4}$	16	2N	5E
W $\frac{1}{2}$ NW $\frac{1}{4}$	21	2N	5E
W $\frac{1}{2}$ NE $\frac{1}{4}$ , E $\frac{1}{2}$ NW $\frac{1}{4}$	23	2N	5E
SW $\frac{1}{4}$ NW $\frac{1}{4}$ , SE $\frac{1}{4}$ SE $\frac{1}{4}$	24	2N	5E
NW $\frac{1}{4}$ SW $\frac{1}{4}$	8	2N	6E

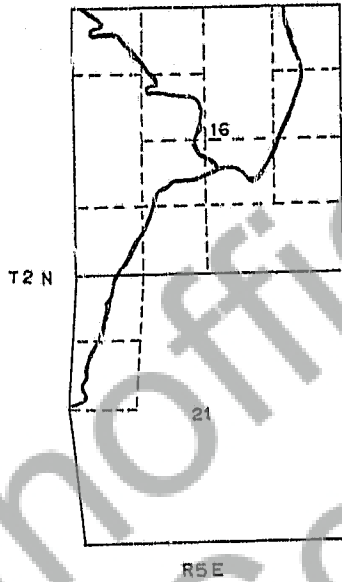


EXHIBIT B

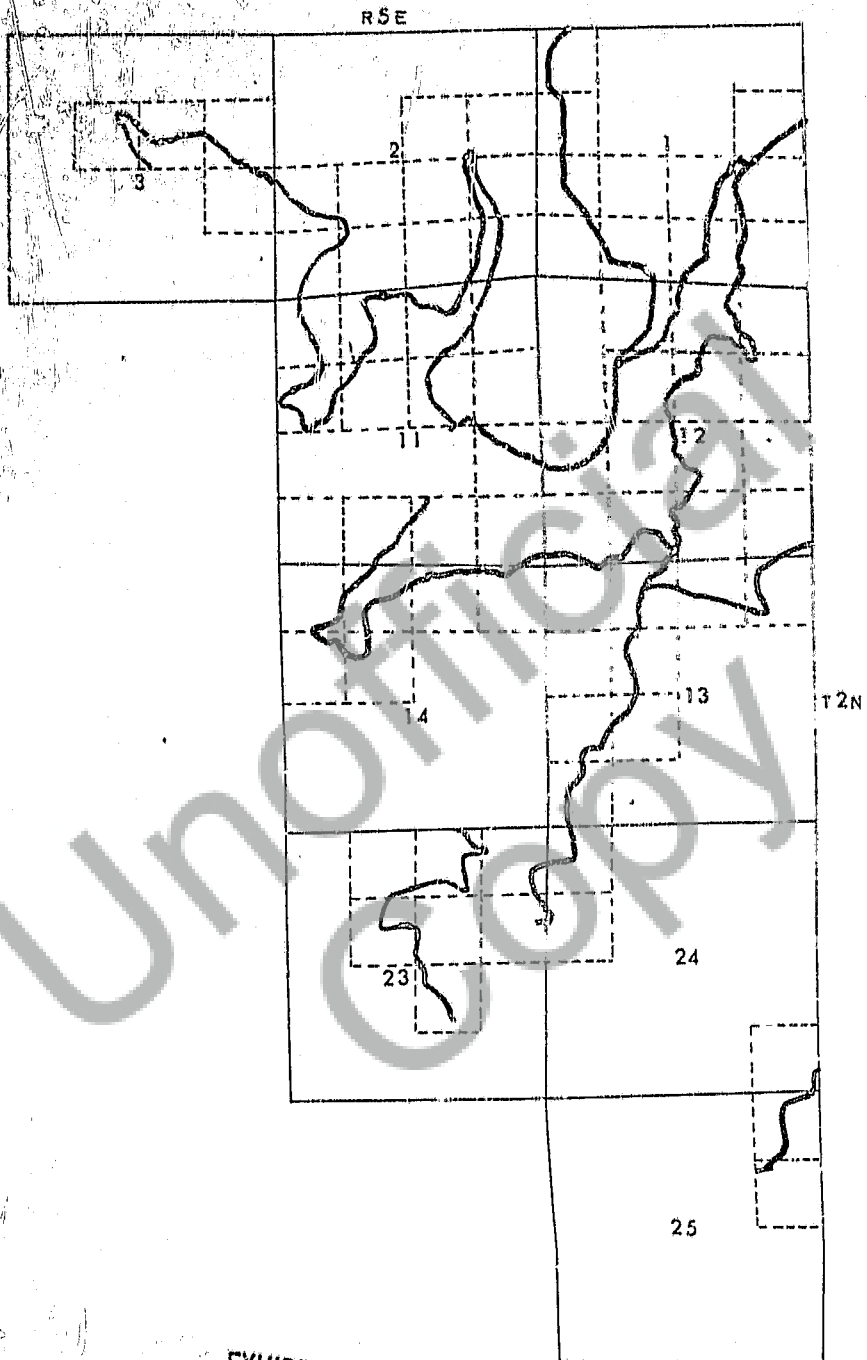


EXHIBIT C

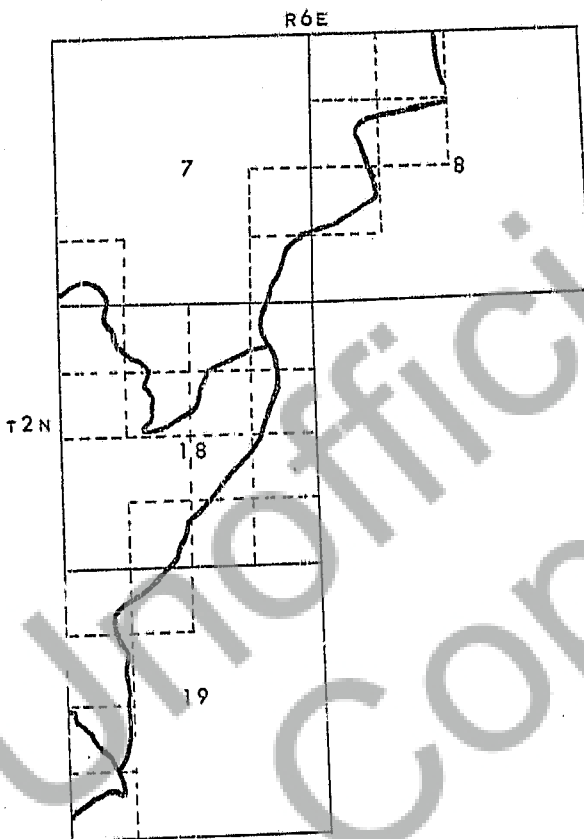


EXHIBIT D



STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES  
RIGHT OF WAY PLAT  
SW-MC-1432 ROAD  
SEC. 19 T.2 N. R. 6 E. W.M.  
CLARK COUNTY, WASH.  
SCALE 1 INCH = 400 FEET

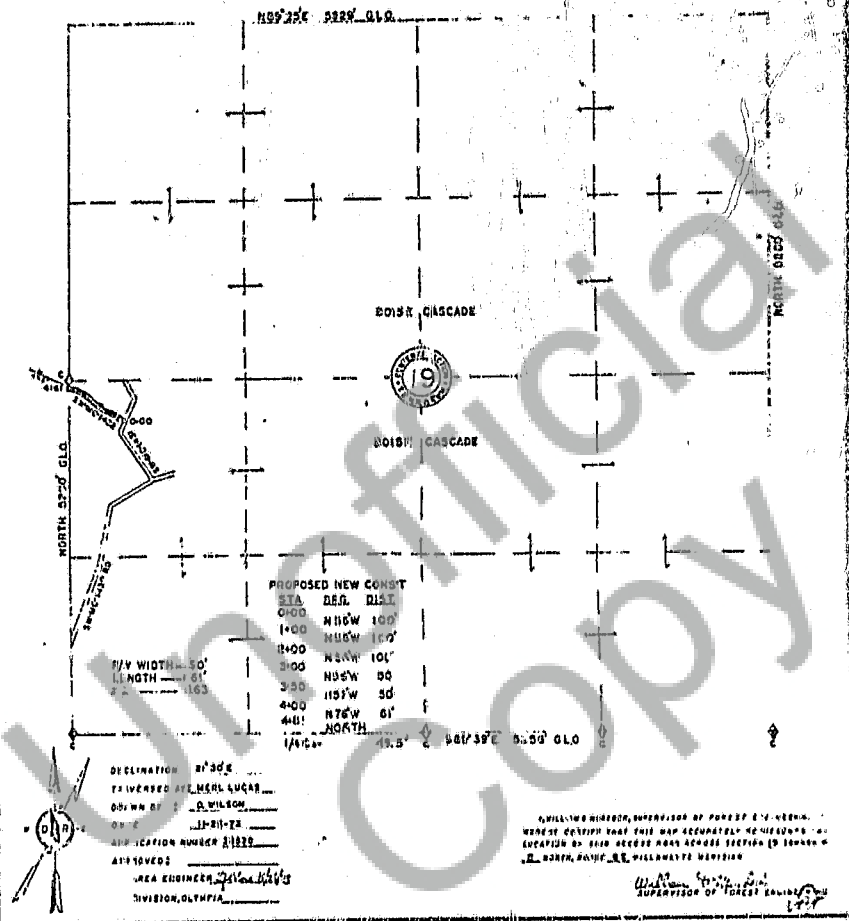


EXHIBIT E