

W78 021787
103307

BOOK 105 PAGE 574

EASEMENT

FILED FOR RECORD
BY LONGVIEW FIBRE
COMPANY
JUN 4 4 20 PM '87
E. Mayfield, Jr.
AUDITOR
GARY H. OLSON

CAVENHAM FOREST INDUSTRIES INC., a Delaware corporation, herein called "Grantor", in consideration of Five Hundred Dollars (\$500.00), the receipt of which is hereby acknowledged, does hereby grant and convey unto the LONGVIEW FIBRE COMPANY, a Delaware corporation, herein called "Grantee", its successors and assigns, a permanent, non-exclusive easement on and along a twenty-five foot wide strip of land being twelve and one-half feet on either side of the existing road centerline, for commercial hauling of forest products and related traffic, over and across Grantor land described as follows:

In Township 3 North, Range 7 1/2 East, W.M.:

Section 24: SE1/4

Section 25: E1/2

All being in the County of Skamania, State of Washington

Located generally as shown on "Exhibit A", attached hereto and by this reference made a part hereof.

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

The rights granted herein shall be subject to the following terms and conditions:

1. The easement is conveyed for the purposes of use, maintenance and improvement of existing roads to provide access to and from lands owned or controlled by Grantee.
2. Grantor reserves for itself, its successors and assigns, the right at all times and for any purpose to go upon, cross and recross at any place on grade or otherwise, said easement on lands owned by it and Grantee shall use the roads in a manner that will not unreasonably interfere with the rights of the Grantor.

EASEMENT - SKAMANIA CO., WA. - 1

3-7 1/2 - 25 - 100
3-7 1/2 - 900 & 901

Registered E
Indexed, Dir. S
Indirect S
Filed S
Mailed S

11380
REAL ESTATE EXCISE TAX
JUN 5 1987
PAID 5.35 + .01 penalty
Y. K. Wynniger, Deputy
SKAMANIA COUNTY TREASURER

Transaction in compliance with County subdivision ordinances,
Skamania County Assessor - By: DM

3. Grantor may grant to third parties, upon such terms 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 herein.

4. Grantor or Grantee may install gates at their respective property lines at their own expense; maintenance costs shall be to the account of party installing same; if locked by installing party, keys shall be provided at no cost to other authorized users.

5. Grantor does not guarantee the condition of said road and shall not be responsible for maintenance thereof except as determined necessary by Grantor and during Grantor's commercial use thereof. Grantor and Grantee shall share in the maintenance of said roads in proportion their usage and each party using the road for heavy or commercial hauling shall restore the road to its condition as it existed prior to the use and at said party's sole expense.

6. Grantee, by accepting this easement, agrees that he, his successors and assigns, shall indemnify, save and hold harmless, and defend the Grantor from every charge, cost, damage, expense, loss, claim or liability of any kind or nature arising or growing out of this agreement, or out the use and occupancy hereunder, or use and occupancy of same by any employee, contractor, guest or invitee of the Grantee in any manner or out of the exercising of any rights granted by this easement. Each party hereto and their permittees or invitees shall assume all risk arising out of its use of the easement. Grantor shall have no liability for any condition existing thereon.

7. Grantee shall not petition, permit or do anything which may cause or lead to the conversion of this private road to a public way.

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The terms, conditions and covenants herein shall extend to and be binding upon and inure to the benefit of the heirs, devisees, administrators, executors and successors and assigns of the parties hereto.

Dated this 23rd day of February, 1987.

CAVENHAM FOREST INDUSTRIES INC.

By RA Carson VP
R. A. Carson
Executive Vice-president

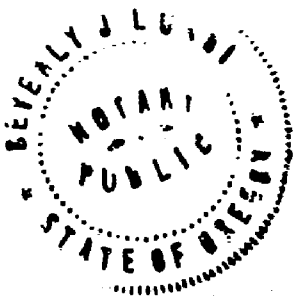
State of Oregon)

) ss.

County of Multnomah)

On this 23rd day of Feb., 1987 before me personally appeared R. A. Carson, to me known to be the Executive Vice-president of CAVENHAM FOREST INDUSTRIES INC., 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 they were authorized to execute said instrument.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.



Beverly J. Lunden
Notary Public in and for the
State of Oregon
My commission expires 6-24-89

EXHIBIT A

BOOK 105 PAGE 577

Cavenham

Clackamas Managed Forest

9-87-008

TWP 3 N RGE 7 1/2 E SEC 24, 25 FILE Longview Fibre
MANAGED FOREST Beacon Rock SCALE 1" TO 1000' BY K. Klecker

— Easement

