

EASEMENT

THIS AGREEMENT, made and entered into this 31st day of January, 1989, by and between PLUM CREEK TIMBER COMPANY, INC., herein called "Plum Creek," and STATE OF WASHINGTON, acting by and through the Department of Natural Resources, herein called "the State," WITNESSETH:

I

Plum Creek, for and in consideration of Fifty Two Thousand One Hundred Thirty Two and No/100 Dollars (\$52,132.00) for cost shared road and Nine Hundred Eighty and No/100 Dollars for land damages (\$980.00) to be paid pursuant to Payment Agreement No. 1828, dated December 10, 1979, hereby grants and conveys to the State, its successors and assigns, a permanent easement 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 centerlines of a road or roads located approximately as shown in red for existing roads and green for new construction on the attached "Exhibits B and C."

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

II

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

1. The easement is conveyed for the purpose of construction, reconstruction, use and maintenance of a road or roads for the purpose of hauling forest products and other valuable materials from lands now owned or hereafter acquired by the State, and to provide access to said lands for land management and administrative activities.
2. The State shall construct the roads shown in green on Exhibit C and said construction shall be to the agreed upon road standard.
3. Thirty (30) days prior to any construction, reconstruction, or development, the State shall submit to Plum Creek, for written approval, a complete and detailed plan of operation for the development of the right of way. The State's operations specified hereinabove shall be conducted in accordance with the provisions of the approved Plan of Operation in force at the time of the commencement of said operations and the State shall provide for the examination of the right of way with Plum Creek's representative, before any construction, reconstruction, or development is commenced.
4. Plum Creek reserves for itself, its successors and assigns, the right at all times for any purpose, to cross and recross at any place on grade or otherwise, and to use said rights of way in a manner that will not unreasonably interfere with the rights granted to the State herein.
5. Plum Creek 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 State herein.
6. The cost of road maintenance and resurfacing shall be allocated on the basis of respective uses of said roads. When any party uses a road, that 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. 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:

Glenda J. Kimmel, Skamania County Assessor

By DM Parcel # 6-6-200

6-5-100

11A
STATE EXHIBIT A

11B

11A

J. J. Deputy

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5
5

(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.
8. Unless the parties hereto agree in writing to share the cost of improvements in advance of such improvements being made, such improvements shall be solely for the account of the improver.
9. Plum Creek reserves to itself all timber now on or hereafter growing within the rights of way on its said lands.
10. The State 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 the State 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 Plum Creek 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 Plum Creek thereof.
11. The State shall require each of its Permittees, before using any of said roads for commercial purposes 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), Two Hundred Fifty Thousand Dollars (\$250,000.00) for injury to one person, Five Hundred Thousand Dollars (\$500,000.00) for any one occurrence, and Two Hundred Fifty Thousand Dollars (\$250,000.00) 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, 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; or
 - (3) Such other limits as the parties hereto may agree upon in writing from time to time.
 - (b) Deliver to Plum Creek 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 Plum Creek ten (10) days' written notice prior to any cancellation or modification.

FILED FOR RECORD
SKAPLER, L. WASH
BY RNR

FEB 6 3 52 PM '89

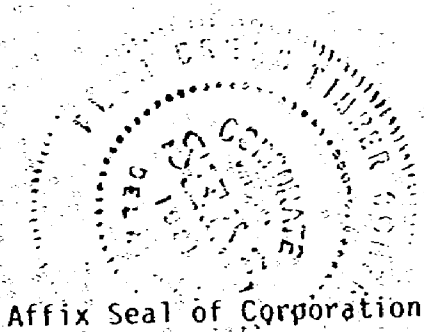
A. J. R. Dep.

GARY A. O'CONNOR

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

PLUM CREEK TIMBER COMPANY, INC.

By David D. Leland
David D. Leland, President Title
and Chief Executive Officer
Attest Susanna N. Lyman
Susanna N. Lyman Title
Secretary



STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Kenneth E. Solt
KENNETH E. SOLT, Manager
Division of Lands and Minerals

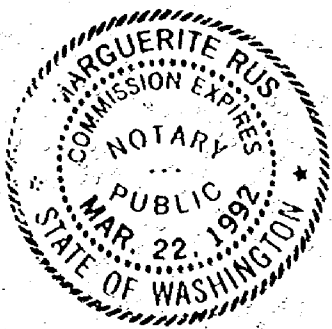
Affix Seal of Commissioner
of Public Lands

Easement No. 55-002310
126831

STATE OF Washington)
County of King) ss

On this 27 day of January, 19 89, before me personally
appeared David D. Leland, to me known to be
and Susanna N. Lyman
the President and Chief Executive Officer and Secretary
respectively, of Plum Creek Timber Company, Inc., 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.



Marguerite Rus
Notary Public in and for the State of
Washington
My appointment expires 3/22/92

STATE OF WASHINGTON)
)ss
COUNTY OF THURSTON)

On this 31st day of January, 1989, before me personally appeared KENNETH E. SOLT, to me known to be the Lands and Minerals Division Manager of the Department of Natural Resources, State of Washington, who 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.

Eedith P. Murray
Notary Public in and for the State of
Washington.

My appointment expires June 1, 1989

Unofficial Copy

EXHIBIT A

<u>Section</u>	<u>Township</u>	<u>Range</u>	<u>Subdivision</u>
1	6N	5E	Government Lot 3, SE $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$
2	6N	5E	SE $\frac{1}{4}$ SE $\frac{1}{4}$
12	6N	5E	N $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$
5	6N	6E	SW $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$
6	6N	6E	Government Lots 1, 2, 3, 12, 6, 7, S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$
7	6N	6E	Government Lots 1 and 2

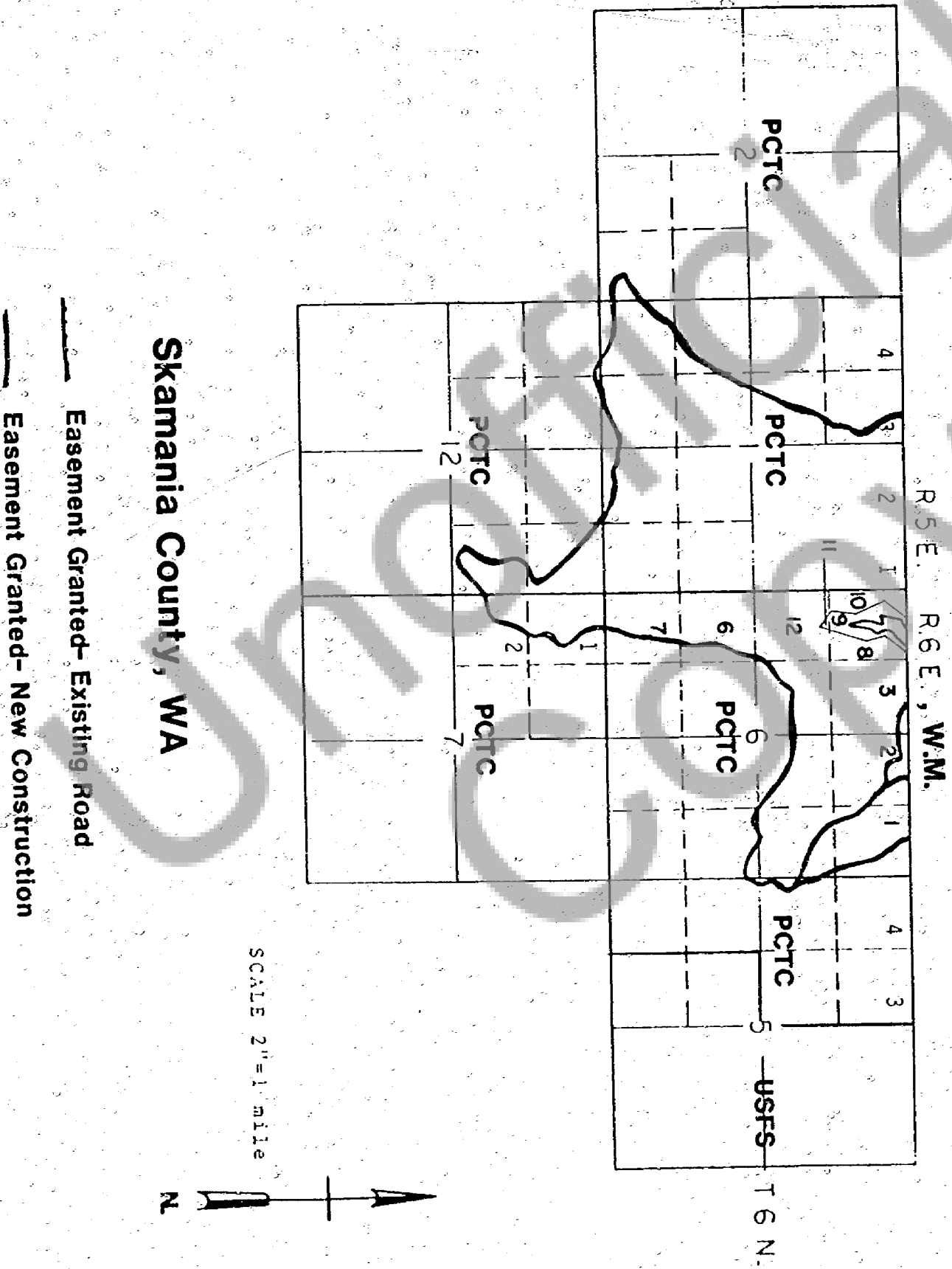
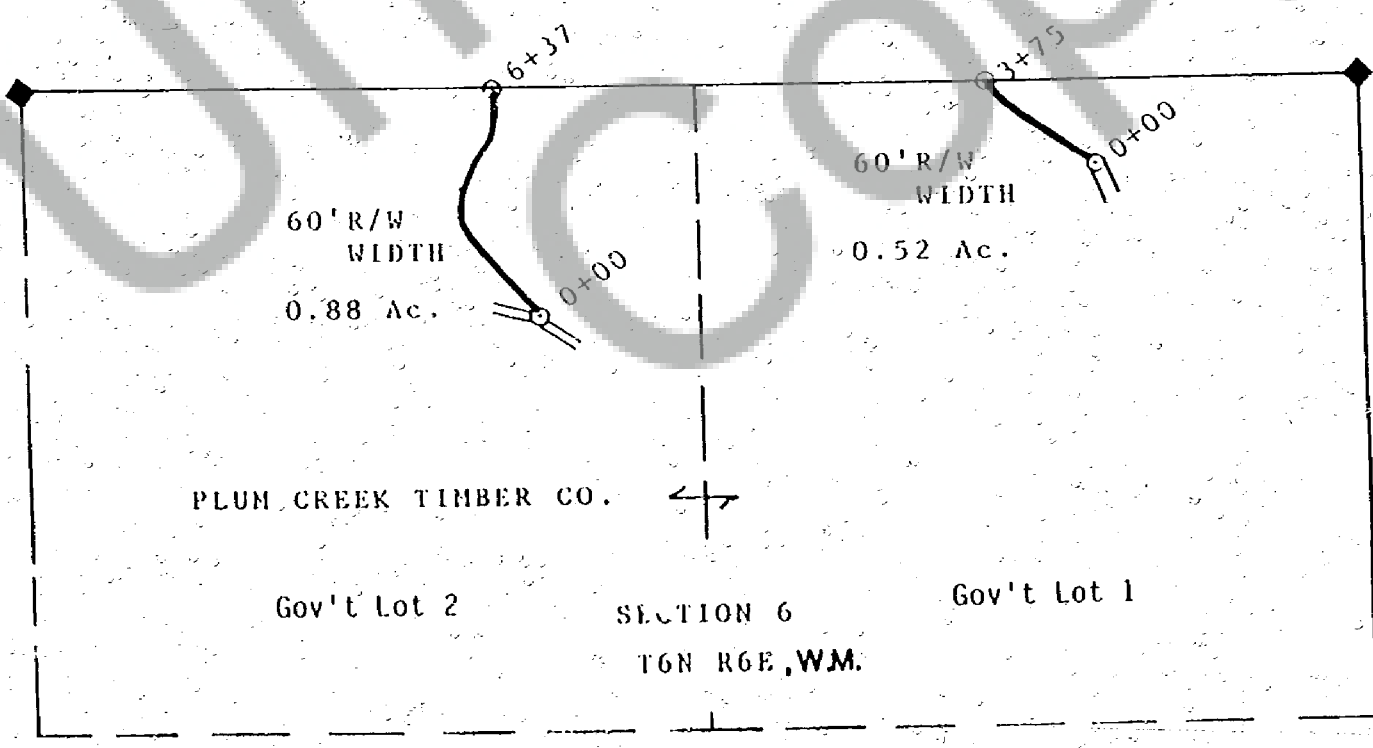


Exhibit 'B'



PLUM CREEK TIMBER CO.

Gov't Lot 2

SECTION 6

T6N R6E, WM.

Gov't Lot 1

Skamania County, WA

SCALE: 1"=400'

— Easement Granted- Existing Road
- - - Easement Granted- New Construction

Exhibit 'C'