

RECIPROCAL EASEMENT

BOOK 156 PAGE 859

125133

THIS AGREEMENT, made and entered into this 29th day of March, 1996, by and between THE MUNCH FAMILY LIMITED PARTNERSHIP, hereinafter called "MUNCH", and LONGVIEW FIBRE COMPANY, a Washington corporation, hereinafter called "FIBRE";

WITNESSETH:

A. MUNCH, for and in consideration of the grant hereinafter made by FIBRE, hereby grants and conveys to FIBRE, its successors and assigns, a perpetual, but non-exclusive, easement, said easement being forty (40) feet in width, for right-of-way on, over, across and through that portion of MUNCH lands situated in the Southeast quarter (SE¼) of Section 23, Township 2 North, Range 5 East, Willamette Meridian, Skamania County, Washington, said easement being 20 feet on each side of the centerline, more particularly described in Exhibit "A" and as shown on Exhibit "B", both attached hereto and by this reference to be a part hereof.

B. FIBRE, for and in consideration of the grant hereinabove made, hereby grants and conveys to MUNCH, its successors and assigns, a perpetual, but non-exclusive, easement, said easement being forty (40) feet in width, for right-of-way on, over, across and through that portion of FIBRE'S lands situated in the Southeast quarter (SE¼) of Section 26, and the Northwest quarter (NW¼) of Section 25, Township 2 North, Range 5 East, Willamette Meridian, Skamania County, Washington, said easement being 20 feet on each side of the centerline more particularly described in Exhibit "C" and as shown on Exhibit "D", both attached hereto and by this reference made a part hereof.

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

1. The easements are conveyed for the purpose of construction, reconstruction, improving, maintaining and use of a road to haul forest products and other valuable materials from lands now owned or hereafter acquired by the parties and to provide access to said lands for land management and administrative activities.
2. Each party 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 herein.
3. Each party reserves the right to authorize third parties to use their land described in this agreement, provided, that such use by the third 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.
4. The cost of road maintenance and resurfacing shall be allocated on the basis of respective uses of said roads. When any party uses said roads, 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 said roads are being used solely by one party, such party shall maintain that portion of said roads so used to the standards existing at the time use is commenced. During periods when more than one party is using said roads, or any portion thereof, the parties shall meet and establish necessary maintenance provisions.

Easement
Page 1

FILED FOR RECORD
SKAMANIA CO. WASH
BY Den. Fink

APR 26 8 50 AM '96

AUDITOR
GARY M. OLSON

Registered ☒
Indexed, Dir ☒
Indirect ☒
Filed ☒
Mailed ☐

REAL ESTATE EXCISE TAX
N/A

APR 26 1996

PAID N/A
W. S. Wood, Deputy
SKAMANIA COUNTY TREASURER

Gary M. Olson, Skamania County Auditor

Dec 4-96 Parcel # 2-5-00-00-3700

- 3701

0a

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.

5. Each party using any portion of said roads shall repair, or cause to be repaired, at its sole cost and expense, that damage to said roads occasioned by it which is in excess of that caused through normal and prudent usage of said roads. Should inordinate damage to said roads occur which is not caused by an authorized user of said roads, the parties 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 roads.

6. Unless the parties 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.

7. Each party reserves to itself all timber now on or hereafter growing within the right-of-way on its lands and the right to remove said timber via the right-of-way herein granted.

8. Each party 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.

9. In the event that any party retains an attorney, including in-house counsel, to enforce any provision of this easement, then the successful party shall be entitled to the award of reasonable attorney's fees from any party in default, including fees incurred by either in-house or outside counsel in State and Federal trial, bankruptcy, and appellate courts and fees incurred without suit, and all court and accounting costs incurred in resolution of such dispute.

Any and all suits and proceedings to enforce any provision of this easement may be instituted and maintained in the Superior Court of the State of Washington located in Cowlitz County, Washington.

This easement shall be governed by the laws of the State of Washington, both as to interpretation and performance.

10. MUNCH agrees to save, defend, and hold harmless FIBRE from all claims, costs, damage or expense of any kind arising out of the occupancy or use of said roads by MUNCH, its permittees or employees and to require of its contractors and purchasers of timber or other valuable resources using said roads or their contractors using said roads, the same agreement for the benefit of FIBRE.

It is also understood and agreed that FIBRE will save, defend, and hold harmless MUNCH from all claims, costs, damage or expense of any kind arising out of the occupancy or use of said roads by FIBRE, its permittees or employees and to require of its contractors and purchasers of its timber or other valuable resources using said roads or their contractors using said roads, the same agreement for the benefit of MUNCH.

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

- (a) Obtain and during the term of such use, maintain a policy(ies) 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:

| | <u>Limits</u> | |
|---|------------------------|------------------|
| | <u>Each Occurrence</u> | <u>Aggregate</u> |
| (1) Commercial General Liability, Including Loggers Broad Form Property Damage Blanket XCU Endorsement: | | |
| Combined Single Limit Bodily Injury and Property Damage | \$1,000,000 | \$2,000,000 |
| (2) Automobile Liability: | | |
| Combined Single Limit Bodily Injury and Property Damage | \$1,000,000 | |
| (3) Umbrella Excess Liability | \$1,000,000 | \$1,000,000 |

- (b) Deliver to each party a certificate from the insurer of said permittee certifying that coverage in 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 ten (10) days' written notice prior to any cancellation or modification.

12. Each party does hereby covenant that they are lawfully seized in fee simple of their respective above-described premises free from all encumbrances except those appearing of record and that they, their heirs, successors, and assigns will warrant and forever defend their title to their respective premises and every part and parcel thereof, subject to the aforesaid reservations and exceptions.

IN WITNESS WHEREOF, the parties have executed this instrument this 29th day of March, 1996.

MUNCH:

FIBRE:

By: Maurice J. Munch
Maurice J. Munch
Its: Authorized Representative

By: David L. Bowden
David L. Bowden
Its: Senior Vice President-Timber

STATE OF WASHINGTON)

COUNTY OF COWLITZ)

: ss.

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I certify that I know that DAVID L. BOWDEN, to me known to be the Senior Vice President-Timber of LONGVIEW FIBRE COMPANY, signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: JANUARY 22, 1996

Barbara A. Begley
Notary Public in and for the State of Washington.
My Commission Expires: 4-30-96



STATE OF Wa)
COUNTY OF King) ss.

On this 29th day of March, 1996 before me personally appeared MAURICE J. MUNCH, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

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



Katherine J. Ritter
Notary Public in and for the State of Wa
My Commission Expires: 2-28-97

KATHERINE J. RITTER

RECIPROCAL EASEMENT
IN
THE SE ¼ OF
SECTION 23, T 2 N, R 5 E, W.M.
SKAMANIA COUNTY, WASHINGTON

A reciprocal easement 40 feet in width, lying 20 feet on each side of the apparent center line of an existing road (Maybe Mines Road), located in the Southeast quarter of Section 23, T 2 N, R 5 E, W.M., described as follows: Beginning at the intersection of the apparent center line of Maybe Mines Road and the South line of the SE ¼ of said Section 23, said intersection being N 89°23'52" W a distance of 1060 feet from the Southeast Corner of said Section 23 as shown on Record of Survey for Longview Fibre Co. dated March 1995; thence along said apparent center line of said Maybe Mines Road the following courses and distances;

0+00

N 78° W a distance of 188 feet;

1+88

S 61° W a distance of 75 feet to station 2+63 and the end of this described segment, station 2+63 being on the South line of the South half of the Southeast quarter of said Section 23; thence along said South line N 89°23'52" W a distance of 450 feet to the intersection of the existing center line of Maybe Mines Road and said South line; thence along the apparent center line of Maybe Mines Road the following courses and distances;

0+00

N 62° W a distance of 126 feet;

1+26

N 23° W a distance of 250 feet;

3+76

N 17° E a distance of 292 feet;

6+68

N 15° W a distance of 273 feet;

9+41

N 37° E a distance of 210 feet;

11+51

N 24° E a distance of 225 feet;

13+76

N 05° W a distance of 112 feet to station 14+89 and the end of this described easement, station 14+89 being on the North line of the South half of the Southeast quarter of said Section 23.

**RECIPROCAL EASEMENT
MUNCH FAMILY LTD. PARTNERSHIP**

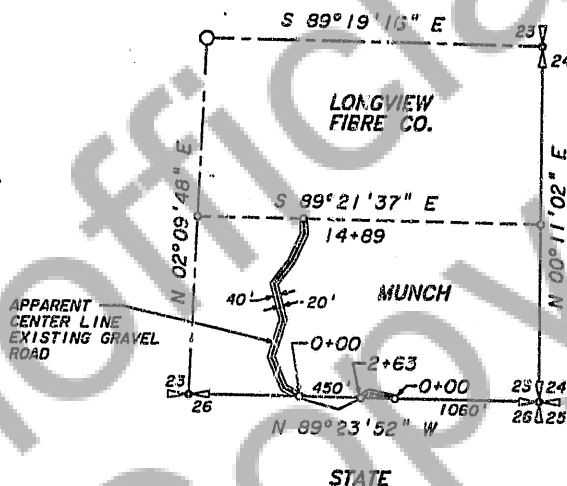
EXHIBIT "B"

**TO
LONGVIEW FIBRE COMPANY**

BOOK 156 PAGE 864

**IN THE SE 1/4 OF
SECTION 23, T 2 N, R 5 E, W.M., AND
SKAMANIA COUNTY, WASHINGTON**

**BASIS OF BEARING
RECORD OF SURVEY
FOR LONGVIEW FIBRE CO.
BY HAGEDORN, INC
DATED MARCH 1995**







NOTE:

EASEMENT IS 40 FEET IN WIDTH, LYING 20 FEET ON EACH SIDE OF THE APPARENT CENTER LINE OF THE EXISTING ROAD.

STATIONING SHOWN AT SUBDIVISION AND SECTION LINES IS APPROXIMATE. THE EASEMENT IS INTENDED TO BE OVER AND ACROSS THE SECTIONS SHOWN ALONG AN EXISTING GRAVEL ROAD.

LEGEND

-  SECTION CORNER, 1/4 CORNER
-  CALCULATED CORNER
-  EASEMENT CENTER LINE
-  EASEMENT RIGHT OF WAY

0' 1000' 2000' 3000'

SCALE: 1 INCH = 1000 FEET

DRAWN BY: _____ DATE: _____

RECIPROCAL EASEMENT
IN
THE SE ¼ OF
SECTION 26, T 2 N, R 5 E, W.M., and
THE NW ¼ OF
SECTION 25, T 2 N, R 5 E, W.M.
SKAMANIA COUNTY, WASHINGTON

A reciprocal easement being 40 feet in width, lying 20 feet on each side of the apparent center line of an existing road (Maybe Mines Road), located in the Southeast quarter of Section 26, T 2 N, R 5 E, W.M., described as follows: Beginning at the end of the existing County Road known as Maybe Mines Road; thence along the existing center line of said Maybe Mines Road the following courses and distances;

0+00

N 59° E a distance of 401 feet;

4+01

N 31° E a distance of 88 feet;

4+89

N 48° E a distance of 211 feet;

7+00

N 81° E a distance of 296 feet;

9+96

N 71° E a distance of 367 feet to station 13+63 and the end of this described easement, station 13+63 being on the North line of the Southeast quarter of said Section 26 and N 88°41'44" W a distance of 466 feet from the Northeast Corner of the Southeast quarter of said Section 26.

ALSO TOGETHER WITH:

A reciprocal easement 40 feet in width, lying 20 feet on each side of the apparent center line of an existing road located in the SW ¼ of the NW ¼ of said Section 25, T 2 N, R 5 E, W.M., described as follows: Beginning at the intersection of the apparent center line of Maybe Mines Road and the West line of the SW ¼ of the NW ¼ of said Section 25, said intersection being N 00°20'45" E a distance of 261 feet from the West ¼ Corner of said Section 25 as shown on Record of Survey for Longview Fibre Co. dated March 1995; thence along said apparent center line the following courses and distances;

0+00

S 62° E a distance of 162 feet;

1+62

S 50°30' E a distance of 295 feet;

4+57

N 87° E a distance of 185 feet;

6+42

S 84° E a distance of 363 feet;

10+05

N 81°30' E a distance of 408 feet to station 14+13 and the end of this described easement, station 14+13 being on the East line of the Southwest quarter of the Northwest quarter of said Section 25 and N 00°47'27" E a distance of 100 feet from the Southeast Corner of the Southwest quarter of the Northwest quarter of said Section 25.

ALSO TOGETHER WITH:

A reciprocal easement 40 feet in width, lying 20 feet on each side of the apparent center line of an existing road located in the NW ¼ of said Section 25, T 2 N, R 5 E, W.M., described as follows: Beginning at the intersection of the apparent center line of Maybee Mines road and the East line of the SW ¼ of the NW ¼ of said Section 25, said intersection being N 00°47'27" E a distance of 440 feet from the Center West 1/16 Corner of said Section 25 as shown on Record of Survey for Longview Fibre Co. dated March 1995; thence along said apparent center line the following courses and distances;

0+00

N 63° W a distance of 112 feet;

1+12

N 84° W a distance of 197 feet;

3+09

N 31° W a distance of 287 feet;

5+96

N 05° E a distance of 315 feet;

9+11

N 59° W a distance of 253 feet;

11+64

N 21° W a distance of 331 feet;

14+95

N 56° W a distance of 680 feet to station 21+75 and the end of this described easement, station 21+75 being on the West line of the Northwest quarter of said Section 25 and S 00°20'45" W a distance of 845 feet from the Northwest Corner of said Section 25.

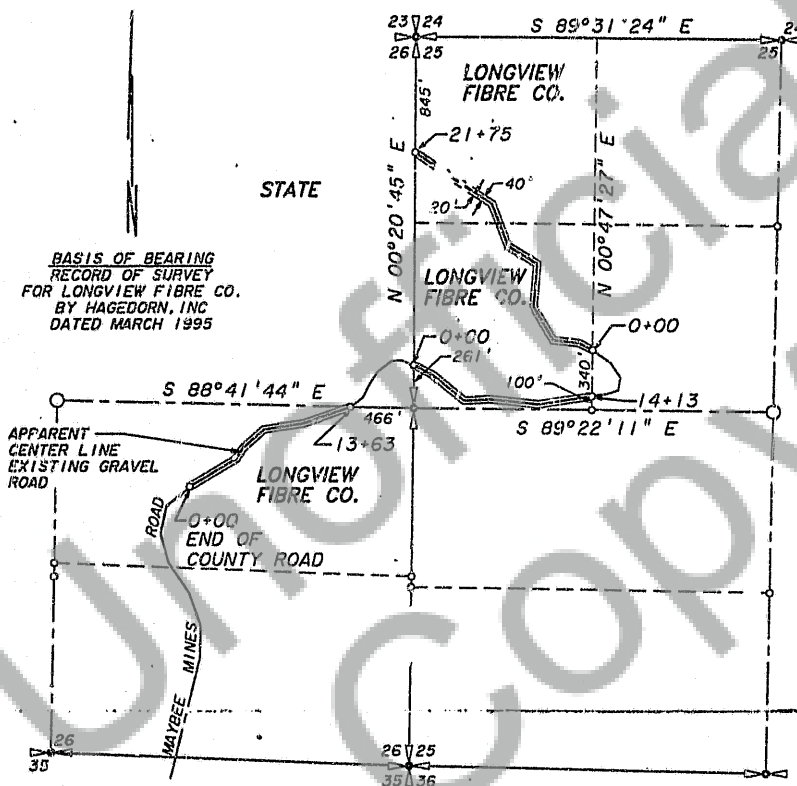
**RECIPROCAL EASEMENT
LONGVIEW FIBRE COMPANY**

EXHIBIT "D"

**TO
MUNCH FAMILY LTD. PARTNERSHIP**

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**IN THE NW 1/4 OF
SECTION 25, T 2 N, R 5 E, W.M., AND
IN THE SE 1/4 OF
SECTION 26, T 2 N, R 5 E, W.M.
SKAMANIA COUNTY, WASHINGTON**



**BASIS OF BEARING
RECORD OF SURVEY
FOR LONGVIEW FIBRE CO.
BY HAGEDORN, INC.
DATED MARCH 1995**

NOTE:

EASEMENT IS 40 FEET IN WIDTH, LYING 20 FEET ON EACH SIDE OF THE APPARENT CENTER LINE OF THE EXISTING ROAD.

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LEGEND

- SECTION CORNER, 1/4 CORNER
- CALCULATED CORNER
- EASEMENT CENTER LINE
- EASEMENT RIGHT OF WAY

0' 1000' 2000' 3000'

SCALE: 1 INCH = 1000 FEET

DRAWN BY: _____ DATE: _____