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EASEMENT AND AGREEMENT

AGREEMENT made this 1st day of November, 1954, between HARBOR PLYWOOD CORPORATION, a Delaware corporation with offices at Aberdeen, Washington (hereinafter called "Harbor"), and O. H. RICHTER and WINONA E. RICHTER, husband and wife, of 1013 South Gold Street, Centralia, Washington (hereinafter called "Richter"):

For good consideration moving from Harbor to Richter, receipt of which is acknowledged by Richter, and in consideration of the mutual agreements herein contained, the parties agree as follows:

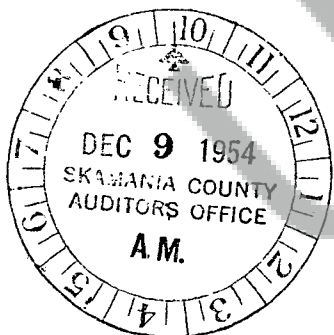
1. Richter hereby gives, grants and conveys to Harbor, its successors and assigns, upon the terms and conditions herein stated, the unrestricted right and easement to construct, use, operate and maintain a private logging truck road over, upon and across a right of way located upon the following described tract of land situated in Skamania County, Washington:

Starting at the east quarter-corner of Section Twenty-nine (29), Township Seven (7) North, Range Five (5) East of the Willamette Meridian and following the east boundary of said section southward for a distance of 345.0 feet more or less to a point where said east boundary of Section Twenty-nine (29) is intersected by the northerly boundary of a county road right of way;

Thence south $72^{\circ} 00'$ west for a distance of 560.2 feet to a point located on the northerly boundary of said county road right of way and which is the true point of beginning of the tract herein being described.

Commencing at said true point of beginning, the boundary of the tract being described extends north a distance of 245.5 feet; thence west a distance of 234.5 feet; thence south a distance of 321.5 feet to the north line of the county road right of way; thence north $72^{\circ} 00'$ east a distance of 246.0 feet along the north line of said county road right of way to the true point of beginning;

Said tract consisting of 1.53 acres more or less.



The right of way for said road shall be of a width sufficient to accommodate Harbor's reasonable requirements for a logging truck road and shall be in such a location upon the tract as Harbor reasonably may determine; provided, that such right of way shall be located to extend from the easterly to the westerly boundary of said tract and shall be located southerly of and so as not to interfere with or impair the normal use of the presently existing structure upon said tract. The location of the tract of land above described and of the existing structure are indicated upon the plat attached hereto as Exhibit "A" and by this reference made a part hereof. In connection with the rights hereby granted, Harbor shall have the right to remove all necessary trees and to make and construct such cuts, fills, bridges and other improvements as may be necessary or useful in the exercise of said rights.

2. The term of this agreement and of the easement and rights hereunder granted shall be perpetual.

3. Harbor agrees to indemnify and save harmless Richter from and against all cost, loss, liability and damages for injury to or death of persons, and damage to or loss of property arising out of or connected with any damage to or loss of property caused by Harbor, its agents, employees or contractors on or about the said road or right of way during road construction, or in connection with the use thereof, or resulting from Harbor's operations conducted thereon.

IN WITNESS WHEREOF, the parties have caused this agreement

be executed as of the day and year first appearing herein.

HARBOR PLYWOOD CORPORATION

By Martin Noeppel
Its President

By Eugene Byler
Its Secretary

O. H. Richter
O. H. Richter

Winona E. Richter
Winona E. Richter

Form approved:
Hummer

STATE OF WASHINGTON }
County of Cowlitz } ss.

(Acknowledgment—Individual)

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 26th day of November 1954 personally appeared before me O-H. Richter to me known to be the individual - described in and who executed the foregoing instrument, and acknowledged that he signed and sealed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.

Abel McArthur
Notary Public in and for the State of Washington,
residing at Woodland.

PAID DEC 9
AMOUNT \$1.00
COUNTY F
BY Mabel

TREAS.
MADELO J. JETER, TREAS.
SKAMANIA COUNTY

COUNTY OF Wenatchee)

On this day personally appeared before me ~~O. H. RICHTER~~
and WINONA E. RICHTER, ~~husband and wife~~, to me known to be the
individuals described in and who executed the within and fore-
going instrument, and acknowledged that they signed the same as
their free and voluntary act and deed, for the uses and purposes
therein mentioned.

GIVEN under my hand and official seal this 20th day of
Nov, 1954.

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

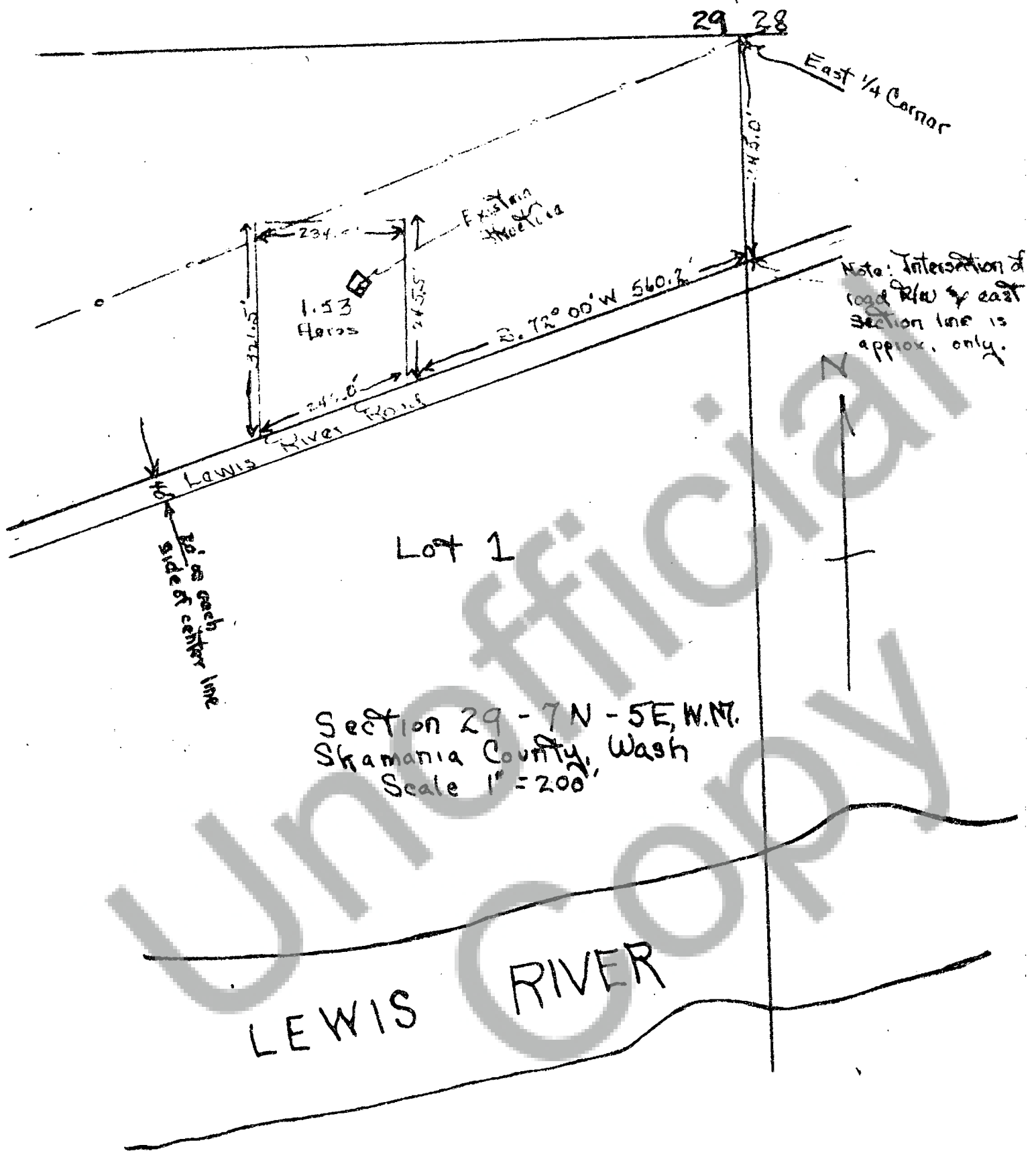


Exhibit "A"