

IN WITNESS WHEREOF, the Longview Fibre Company, a corporation, has caused this instrument to be executed by its proper officers and its corporate seal to be affixed hereto this ____ day of December, 1950.

LONGVIEW FIBRE COMPANY, A Corporation
 By illegible Vice-President
 (Corporate Seal affixed) illegible Asst.-Sec'y

IN WITNESS WHEREOF, the Columbia River Paper Mills, a corporation, has caused this instrument to be executed by its proper officers and its corporate seal to be affixed hereto this 26th day of December, 1950.

COLUMBIA RIVER PAPER MILLS, a Corporation
 By illegible Vice President
 (Corporate Seal affixed) D. F. Ellsworth Secretary

Filed for record January 3, 1951 at 1-15 p. m. by R. J. Salvesen

John C. Wachtel
 Skamania County Auditor

#41947

Longview Fibre Company to Aborigine Lumber Company

EASEMENT

THE LONGVIEW FIBRE COMPANY, a corporation, hereinafter called the Grantor, for and in consideration of the performance of the covenants and agreements hereinafter set forth to be performed by ABORIGINE LUMBER COMPANY, hereinafter called the Grantee, hereby gives and grants unto the Grantee, the right and permission to use the existing main logging road heretofore constructed by the Grantor over and across the Southwest Quarter and the East Half of Section 10, and the Southwest Quarter of Section 2, all in Township 7 North, Range 5 East, W. M., in Skamania County, Washington, together with the right to construct an extension of said road and to use the same on the Southwest Quarter of Section 2, Township 7 North, Range 5 East W. M., in Skamania County, Washington, for the sole purpose of transporting over said roads, timber removed by the Grantee from the Northeast Quarter of Section 2, Township 7 North, Range 5 East W. M., in Skamania County, Washington, and for ingress and egress to said property, until the first day of October, 1952.

The rights granted herein may be extended for a period of one (1) year from October 1, 1952, provided that the Grantee was unable to complete the removal of the timber from the NE $\frac{1}{4}$ of Section 2, Township 7 North, Range 5 East before that date and provided further that the Grantee, prior to the said date, shall have applied to the Grantor and obtained its permission for an extension for said period. At the end of said period or periods the rights herein granted shall automatically cease and determine.

A part of the consideration for the execution of this grant by the Grantor, are the covenants and agreements hereinafter contained, made and entered into by the Grantee by its acceptance of this grant;

1. The extension over the Southwest Quarter of Section 2, Township 7 North, Range 5 East W. M., will be located mainly on the Northeast Quarter of the Southwest Quarter of said Section 2.
2. The Grantee will build a road of suitable grade and alignment, properly ditched and drained for log hauling purposes.
3. The Grantee shall build said extension at its own cost and expense and will save and hold harmless the Grantor from all claims of any nature arising out of said construction and/or maintenance.

Agreements and Leases- Book 11

4. The Grantee will construct such road of sufficient width for log hauling purposes, and will preserve the timber removed from said right-of-way for the Grantor's use, by bucking the same to standard log length and cold deck said timber along side of said road.

It is understood and agreed that a contractor logging on behalf of the Grantor, will use said main logging road and the road extension that is to be built, jointly with the Grantee, and that the cost of maintaining said roads shall be pro-rated between the Grantee and Grantor's contractor according to the footage hauled over said road by the Grantee and said contractor. An accounting for such proration of maintenance shall be made semiannually.

It is further understood and agreed that each party hereto, shall conduct its operation in such a manner as to prevent stoppage or hold-ups of the other user's operation, save and except that the Grantor and/or its contractor, will at times, haul or yard across said road and that stoppages for short intervals caused by said hauling and/or yarding, shall not be considered a breach of this agreement.

Grantee shall pay to the Grantor, a rental fee for the use of the above described roadways, a sum of \$1.00 per thousand feet, said payments to be made monthly on or before the tenth of each month, for the logs hauled over said roadway during the preceding month, and the Grantee shall furnish to the Grantor, copies of all scale bills or scale certificates showing the scale of logs removed from Grantee's land.

Time is of the essence of this agreement and all rights granted hereunder shall immediately cease and determine upon any breach of the covenants, terms, agreements and conditions upon the part of the Grantee.

Failure of the Grantor to insist upon the strict performance of the terms, covenants, agreements and conditions herein contained, or of any of them, shall not constitute or be construed as a waiver or relinquishment of the Grantor's right to thereafter enforce any such covenant, agreement or condition, but the same shall continue in full force and effect.

The rights herein granted to the Grantee shall not be assigned or transferred by it without the written consent of the Grantor.

The Grantor reserves unto itself, its agents, servants, successors and assigns, the right to use said roadway.

The terms and conditions of this agreement shall be binding on the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the Grantee has caused this instrument to be executed by its proper officers and its corporate seal to be hereto affixed hereto this 20th day of October, 1950.

LONGVIEW PAPER COMPANY, A
Corporation

By illegible
Vice-President

(Corporate Seal affixed)

illegible
Asst.-Sec'y

Filed for record January 3, 1951 at 1-15 p. m. by R. J. Salvesen

John E. Gaudin
Skamania County Auditor