## EASEMENT AGREEMENT

## WITNESSETH:

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, receipt of which is by Grantor hereby acknowledged, the Grantor hereby gives and grants unto the Grantee a non-exclusive easement for the purpose of using for the transportation of logs, a road for access to the Grantee's holdings in Sections in Tp. 2 N. R. 5 E, and Tp. 2 N. R. 6 E, W. M., and fire road thirty (30) feet in width over and across the following described property situated in Skamania County, Washington:

South half of the North half  $(S_2^1N_2^1)$  and Northwest quarter of the Southeast quarter  $(NW_4^1SE_4^1)$ , Section Nineteen (19), Township Two (2) North, Range Six (6) East, W. M.

The exact location of said road over the above-described property is along the center line shown and set forth on the plat marked "Exhibit A", attached hereto and incorporated herein by this reference.

The conditions of the granting of this easement are as follows:

- 1. The duration of this easement shall be for a period to and including the first day of August, 1960; provided, however, that the Grantee, its successors and assigns, shall have the privilege of renewing this agreement for an additional period of five (5) years from and after the expiration of the original term, subject to all the terms and conditions hereof.
- 2. The Grantee agrees to maintain the said road and/or to rehabilitate and restore existing portions thereof as a part of its obligation hereunder and at the expiration of the term of this agreement and any extensions thereof, to surrender to the Grantor, its successors or assigns, the road in at least as good condition as the same is on the date of this agreement; provided, however,

that it shall be the obligation of the Grantor and any other using said road with the consent of the Grantor to contribute to the total expense of maintenance of said road that sum which shall bear to the total maintenance expense the same proportionate relationship that the volume of logs caused by Grantor and its licensees other than Grantee to be hauled over the road bears to the total volume of logs by all authorized persons including Grantee caused to be hauled over the road.

- 3. Grantee will not assign this easement or any rights hereunder without first having secured in writing the consent of the Grantor, except that the Grantee may, without further consent of the Grantor, assign its rights hereunder to Crown Zellerbach Corporation, a corporation.
- 4. The Grantee recognizes that this is not a grant of exclusive easement and that the Grantor reserves the right to use the said road and to allow other parties, licensees and grantees to use said road.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

Corporate

(Corporate Seal)

PROJED AS TO FORM PHILLIPS COUGHLIN, BUELL & PHILLIPS

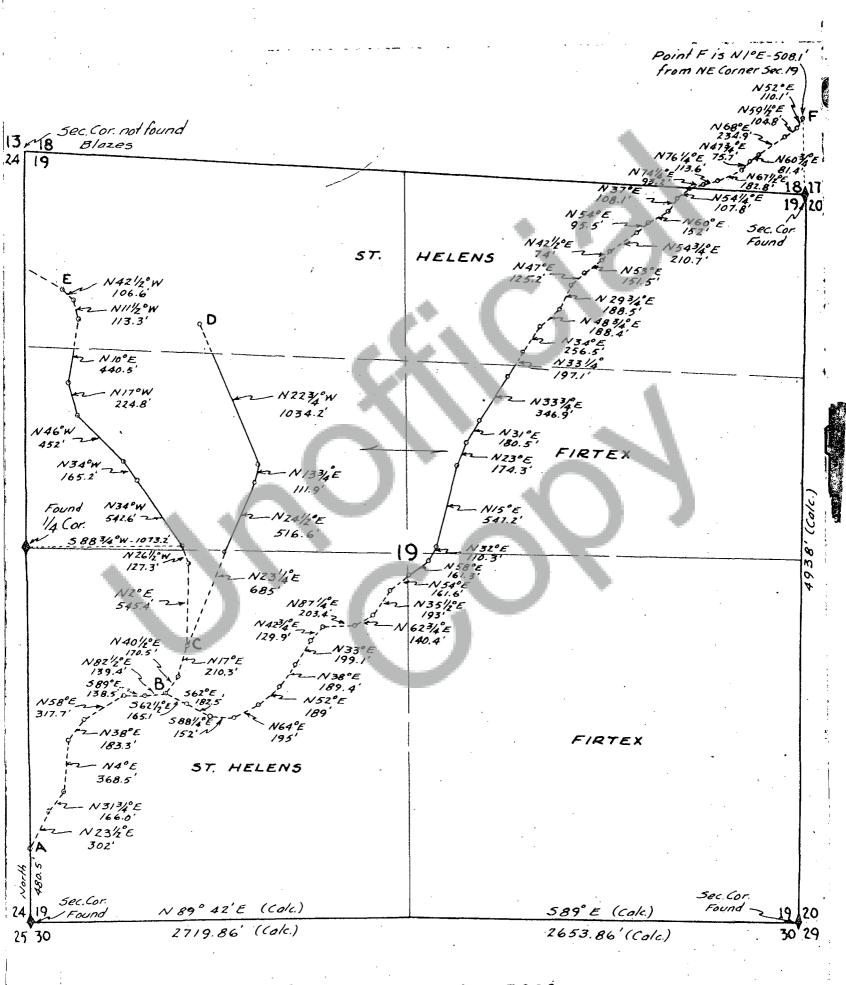
FIR-TEX INSULATING BOARD CO., an Oregon corporation

Vice-President

ST. HELENS PULP & PAPER CO.,

arum Ву Vice President

Ву



## ROAD LOCATIONS ACROSS FIRTEX INSULATING BOARD LANDS

IN SECTION 19, T. 2N., R.GE. W.M.
SKAMANIA COUNTY, WASHINGTON

Scale: 1 inch = 660 ft.

"EXHIBIT A"

Aug. 1955

A-B-C-D: McCLOSKEY CR. RD. G-E: OLD R.R. GRADE B-F: UNOPENED R.R. GRADE

STATE OF OREGON )
County of Multnomah ) ,
On this day of , 1955, before me personally appeared THOS. W. DANT and N. J. BARBERE, to me known to be the Vice-President and Secretary, respectively, of 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.  Merle Hunter
Notary Public in and for the Challenge
residing at Portland, Oregon.
My commission expires 2-1-57.
BLIC SI
OCT 6 1955 SKAMANIA COUNTY AUDITORS OFFICE
STATE OF OREGON )
County of Mulinomah ss.
On this 20th day of September, 1955, before me personally
appeared E.P. Stamm and JRL E. Davidson,
to me known to be the $\frac{V_{ICE}}{V_{ICE}}$ President and ${}$ Secretary, respectively, of 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.
93271 Ala RA
Notary Public in and for the State of Oregon residing at Oregon.
residing at <u>Jouttand</u> , Oregon.  My commission expires <u>Oct 2.5 19.58</u>

NO COUNTY

SAC ON EXCISE TAX

ND TG - 1955

CC EASURER

BY Mabel 9 Jahr

Countle & Hilcheson, September 1991