

WITNESSETH

THIS AGREEMENT, made and entered into this 19th day of March, 1974, by and between CROWN ZELLERBACH, a Nevada corporation, herein called "Crown," and STATE OF WASHINGTON, acting by and through the Department of Natural Resources, herein called "State," WITNESSETH:

Crown, for and in consideration of a road use permit across M₄ M₄ and SE₄ M₄, Section 36, Township 2 North, Range 5 East, W.M., and NW₄ M₄ of Section 31, Township 2 North, Range 6 East, W.M., hereby grants and conveys to the State, its successors and assigns, a permanent easement assignable in whole or in part upon, over, and along rights of way sixty (60) feet in width over and across SW₄ SW₄, Section 25, Township 2 North, Range 5 East, W.M., in Skamania County, Washington, being thirty (30) feet on each side of the center line(s) of a road or roads located approximately as shown in red on the attached "Exhibit A."

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. This easement is conveyed for the purposes of use and maintenance of a road or roads for the purpose of providing access to and from lands now owned or hereafter acquired by the State.
2. Crown 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.
3. Crown 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.
4. 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:
 - (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.
5. A 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.

No. 2633
TRANSACTION EXCISE TAX

JUN 27 1974

Amount Paid Excise Tax
By Skamania County Treasurer
Shirley J. Ball

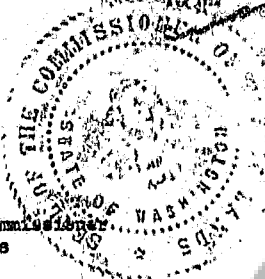
IN WITNESS WHEREOF, the parties hereto have executed this instrument, in duplicate, as of the day and year first above written.

CROWN ZELLERBACH CORPORATION

By M. S. Donman
Senior Vice President

Attent John D. Research
Assistant Secretary Title

Affix Seal of Corporation



STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

By Bert L. Cole
Commissioner of Public Lands

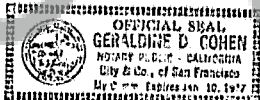
Affix Seal of Commissioner
of Public Lands

Easement No. 108
db

STATE OF CALIFORNIA)
City and) ss
County of San Francisco)

On this 13th day of February, 1974, before me personally appeared M. S. Donman and T. M. Meyersieck, to me known to be the Senior Vice President and the Assistant Secretary, respectively, of Crown Zellerbach Corporation, 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.



Geraldine D. Cohen
Notary Public in and for the State of
California, residing at San Francisco.

STATE OF WASHINGTON)
COUNTY OF THURSTON) ss

On this 13th day of March, 1974, before me personally appeared BERT L. COLE, to me known to be the Commissioner of Public Lands, and ex officio administrator of the Department of Natural Resources of the State of Washington, the Department that 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.

Wayne B. McDaniel
Notary Public in and for the State of
Washington, residing at Olympia.

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
BERT L. COLE, Commissioner of Public Lands

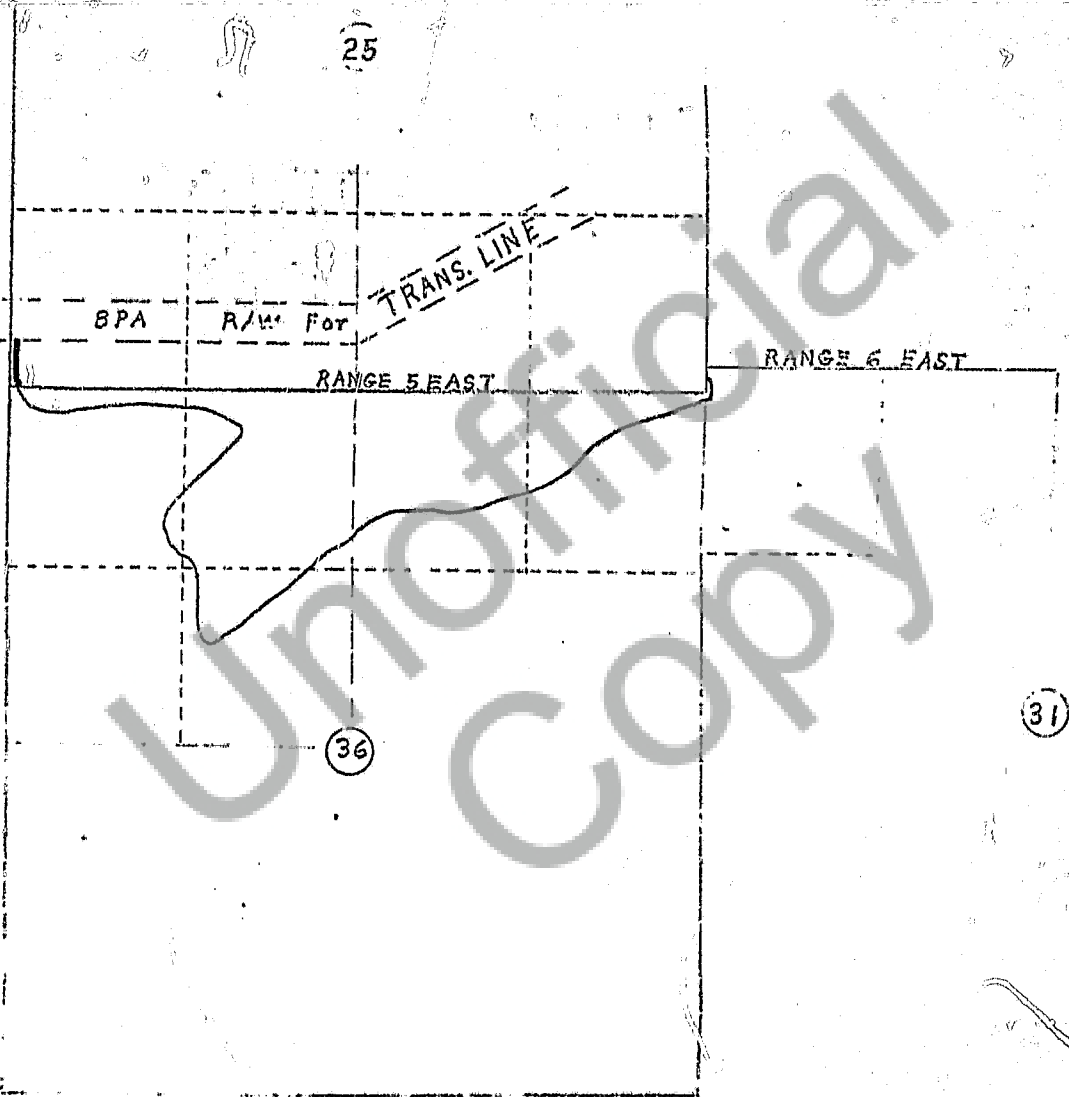
Application No. _____

County SKAGHAMAW

Name of Sale _____

District SW AREA

TOWNSHIP 2 NORTH, RANGE 5-6 (E.) (S.) W.M.



Road R/W Width 60'

SCALE: 1" = 1000'

Drawn By: DWN

Date: 12-17-73

LEGEND

EXHIBIT A