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Longview Fibre, for and in consideration of Eight Hundred Fifty Five and 00 Dollars (\$855.00), hereby grants and conveys to the State, its successors assigns, a permanent easement upon, over, and along rights of way sixty (60) in width over and across portions of the NE1/4 of Section 23, Township 3 North, Range 8 East, W.M., in Skamania County, Washington, being thirty (30) feet on each of the centerline of a road or roads located approximately as shown in red on attached "Exhibit A."

II

1. The easement is conveyed for the purpose of construction, reconstruction, use and maintenance of a road or roads for the purpose of hauling forest products and other valuable materials from lands now owned or hereafter acquired by the State, and to provide access to said lands for land management and administrative activities.

3. Longview Fibre 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.

(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

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.

5162

No.
TRANSACTION EXCISE TAX

00116-1977
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 By Shamank County Treasurer
Beverly J. Dally



5. Each 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. Should inordinate damage to a road occur which is not caused by an authorized user of said road, the parties hereto 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 road.

6. Unless the parties hereto 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. Longview Fibre reserves to itself all timber now on or hereafter growing within the rights of way on its said lands and the right to remove said timber via the right of way herein granted.

8. The State 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: provided, that when the State or one of its Permittees plans to use any portion of said roads for the purpose of hauling timber or other valuable materials, such party shall notify Longview Fibre at least fifteen (15) days prior to the commencement of use of said rights, advising of the portion of road to be used, the approximate dates when such use will begin and end, and of the approximate volumes of forest products or valuable materials to be hauled and forthwith upon the completion of such use notify Longview Fibre thereof.

9. The State shall require each of its Permittees, before using any of said roads for commercial purposes to:

(a) obtain and during the term of such use, maintain a policy 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:

(1) For log haulers, and other miscellaneous users operating heavy trucks (over one (1) ton), One Hundred Thousand Dollars (\$100,000.00) for injury to one person, Three Hundred Thousand Dollars (\$300,000.00) for any one occurrence, and One Hundred Thousand Dollars (\$100,000.00) property damage for any one occurrence;

(2) For fern cutters, bough cutters, shake cutters, or other miscellaneous users operating pickup trucks, light trucks, (under one (1) ton) or passenger cars for the purpose of transporting miscellaneous forest products, Twenty-five Thousand Dollars (\$25,000.00) for injury to one person, Fifty Thousand Dollars (\$50,000.00) for any one occurrence, and Five Thousand Dollars (\$5,000.00) property damage for any one occurrence; or

(3) Such other limits as the parties hereto may agree upon in writing from time to time.

(b) deliver to Longview Fibre 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 Longview Fibre ten (10) days' written notice prior to any cancellation or modification.

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

LONGVIEW FIBRE COMPANY

By R. V. Wollenberg Pres Title

Attest *R. L. Schwarz* Title _____

Affix Seal of Corporation.

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

B^y Bert L Cole by R. L. [Signature]
BERT L. COLE
Commissioner of Public Lands

Affix Seal of Commissioner
of Public Lands

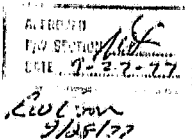
Easement No. 1585
gmm

STATE OF *Washington*)
) ss
County of *Cowlitz*)

On this 21st day of September, 1977, before me personally
appeared R. P. Wollenberg
and R. E. Schwartz to me known to be
the President and Secretary
respectively, of Loripaul Sales Company,
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.

Lois A Barber
Notary Public in and for the State of
Washington, residing at Relat.



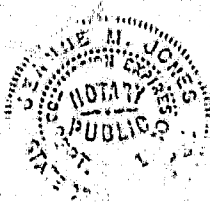
STATE OF WASHINGTON

COUNTY OF THURSTON

} ss

On this 29th day of September, 1977, before me personally appeared RALPH A. BESWICK, to me known to have signature authorization delegated to him to sign for BERT L. COLE, 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.



William H. Jones
Notary Public in and for the State of
Washington, residing at Olympia.

Unofficial Copy

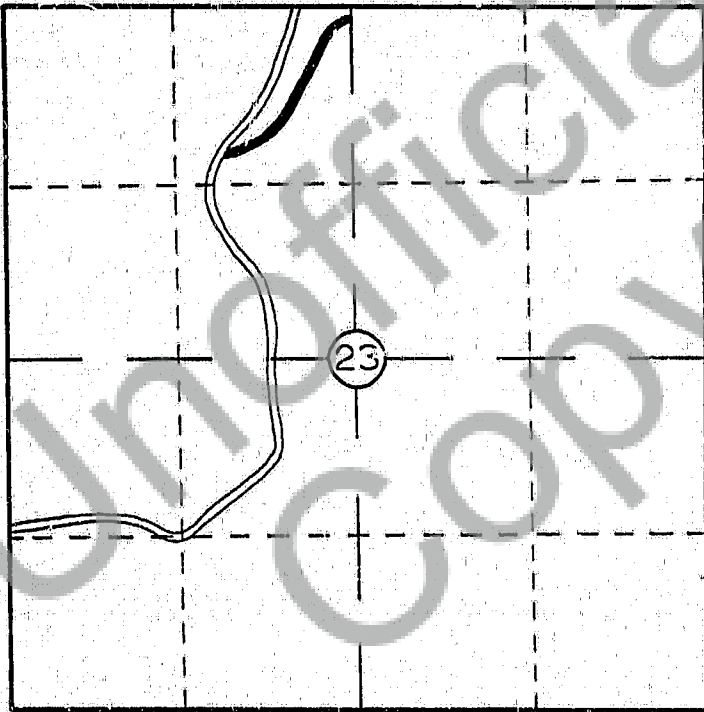
STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
BERT L. COLE, Commissioner of Public Lands

Application No.

County. **SKAMANIA**

Name of Sale.

District

TOWNSHIP **3** NORTH, RANGE **8** (E) W.M.**EXHIBIT 'A'**

SCALE: 1" = 1000'

LEGEND

Drawn By:

Date: