

96449

BOOK 82 PAGE 722

No.

3477

TRANSACTION EXCISE

SEP 29 1983

Amount Paid 197.36

EASEMENT

Skamania County Treasurer

By David W. Willey

THIS AGREEMENT, made and entered into this 29th day of September, 1983 by and between LONGVIEW FIBRE COMPANY, a Delaware corporation, herein called "Grantor" and WILLHELM BIRKENFIELD TRUST, a Washington Trust, herein called "Grantee",

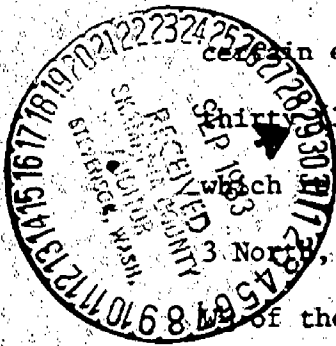
WITNESSETH:

For and in consideration of Eighteen Thousand Four Hundred Forty-Five and No/100 Dollars (\$18,445.00), paid by Grantee to Grantor, receipt of which is hereby acknowledged, Grantor hereby grants to Grantee, its successors and assigns, a permanent, nonexclusive easement over and along certain existing roads, said easement being sixty (60) feet in width, thirty (30) feet on each side of the centerlines of said existing roads, which roads cross portions of the N $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 25, Township 3 North, Range 7 $\frac{1}{2}$ East, the N $\frac{1}{2}$ of the SW $\frac{1}{4}$, the S $\frac{1}{2}$ of the NW $\frac{1}{4}$ and the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 30, Township 3 North, Range 8 East, W.M., Skamania County, Washington, the approximate location of said roads being shown in red on Exhibit "A" attached hereto and by this reference made a part hereof; in addition, Grantor grants to Grantee an easement for the construction, maintenance and use, at Grantee's sole cost and expense, of two additional road segments over and across portions of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ and the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 30, Township 3 North, Range 8 East, said additional road segments to be constructed in a location approximately as shown in yellow on Exhibit "A", the easement width for said additional road segments to be sixty (60) feet. Said existing roads and the new roads to be constructed are hereafter collectively called "the road", unless the context clearly indicates otherwise.

The parties hereto agree this easement is granted subject to the following terms and conditions:

1. Throughout this agreement the word "Grantor" shall be deemed to mean and to include its agents, employees and independent contractors engaged by it; the word "Grantee" shall be deemed to mean and include its agents, employees and independent contractors engaged by it; and the word

Transaction in compliance with County sub-division ordinances.
Skamania County Assessor - BY AK



"Purchaser" shall be deemed to mean and include any purchaser of any of the existing land and/or timber or other products of value owned by Grantee and the agents, employees and independent contractors engaged by any such purchaser.

2. Grantee and any purchaser may use such road, or any part thereof, for forest management purposes and for the hauling of forest products or other heavy hauling over the same, PROVIDED, Grantee shall be solely responsible for all maintenance of the road, or any part thereof, arising from any use by Grantee's purchaser. The term "maintenance" shall be construed to include repair and/or replacement where necessary.

3. Whenever only the Grantee is using the road, or any part thereof, it shall maintain the same in at least as good condition as said road, or the portion used, was in at the time of commencement of such use for one or more of the above purposes. Should Grantee elect to improve the existing road, or any part thereof, in order to use it for one or more of the above purposes, the road as so improved shall be deemed to be its condition at the time of commencement of use.

4. Whenever both Grantor and Grantee are using the road, or any part thereof, maintenance shall be in proportion to the use each makes of the same unless such maintenance is necessitated by the negligence of either the Grantor or Grantee in which event the negligent party shall, at its sole expense and as soon as it can reasonably be done, complete such maintenance.

During any time or times of concurrent use by Grantor and Grantee, each shall make all reasonable effort to avoid interfering with the use of the road by the other.

5. Grantor and Grantee shall comply with all laws, rules and regulations which apply to the use of the road or any part thereof. Grantee shall be responsible for making certain any purchaser likewise complies with any and all such laws, rules and regulations.

6. Grantee agrees to indemnify and hold harmless the Grantor from any and all claims, causes of action, or liability of any kind or nature arising directly or indirectly out of this agreement, including, but not

by way of limitation, any and all costs and expenses which Grantor may incur in connection therewith, provided the same is not due solely to the negligence of Grantor.

7. Grantee further agrees for itself and any purchaser to refrain from using the road or any portion thereof for hauling forest products or other heavy material over the same when such use would, in the exercise of reasonable judgment by the Grantor communicated to Grantee, because of weather or ground conditions, damage the surface or subsurface thereof or involve an unreasonable hazard or risk of fire on Grantor's property adjoining the road or any portion thereof.

8. Any and all timber or trees within any portion of the right-of-way shall be and remain the property of the Grantor and the Grantee shall make arrangements satisfactory to the Grantor before cutting or destroying any of the same.

9. The rights and obligations hereunder shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

10. Notwithstanding the foregoing grant of this easement and right-of-way, Grantee's right to use the existing road is subject to Grantee obtaining written permission for such use from Bonneville Power Administration.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized representatives the day and date first above written.

ATTEST:

[Signature]
Secretary

LONGVIEW FIBRE COMPANY

By: *[Signature]*

Vice President-Timber

WILHELM BIRKENFELD TRUST

By: *[Signature]*

Trustee

By: *[Signature]*

Trustee

STATE OF WASHINGTON)
: ss.
County of Cowlitz)

On this 9th day of September, 1983, before me personally appeared W. LEE ROBINSON and R. G. McDERMOTT, to me known to be the Vice President-Timber and Secretary, respectively, of the corporation that executed the within and foregoing instrument, and acknowledged the 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.

Michael J. Durand
Notary Public in and for the
State of Washington
Residing at Kelso

FR #2

SHARE COST EXHIBIT

Area STEVENSON

Project BALLAST

State WA

County SKAMANIA

Section 25

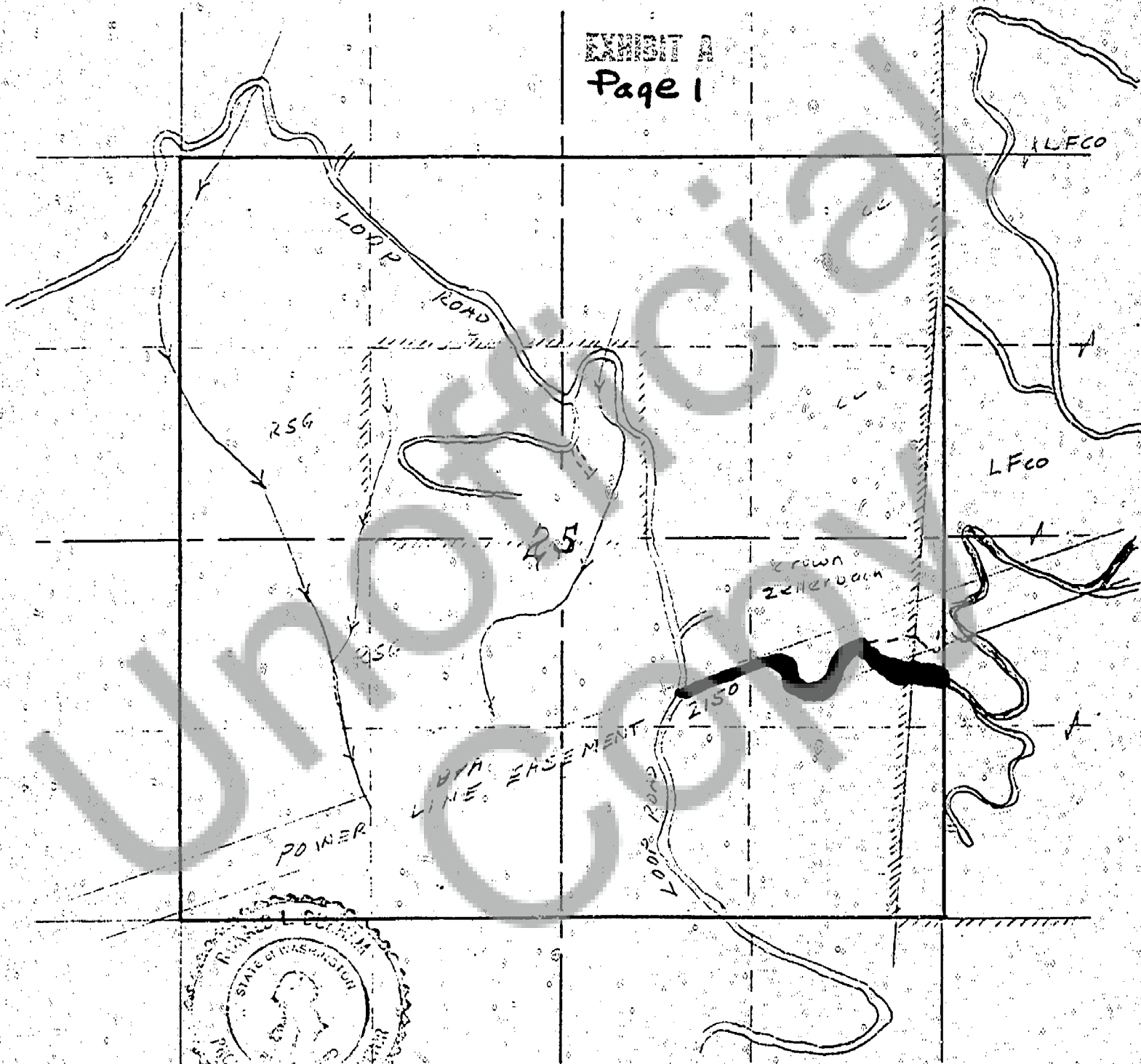
Twp. 3N

Rge. 2E

Scale 1"=1000'

Date 4-29-81

EXHIBIT A
Page 1



Remarks:

Photo SW 74 91-6

BALLAST ACCT # 89-02-85

25 STA @ 50 cyds / STA = 1250 cyds

RIP RAP deep ditch

PR. #3

Area STEVENSON

Project BALLAST ESPURS

State W.V.

County SKIRMENIA

Section 19/32 Twp. 3N Rge. 8E

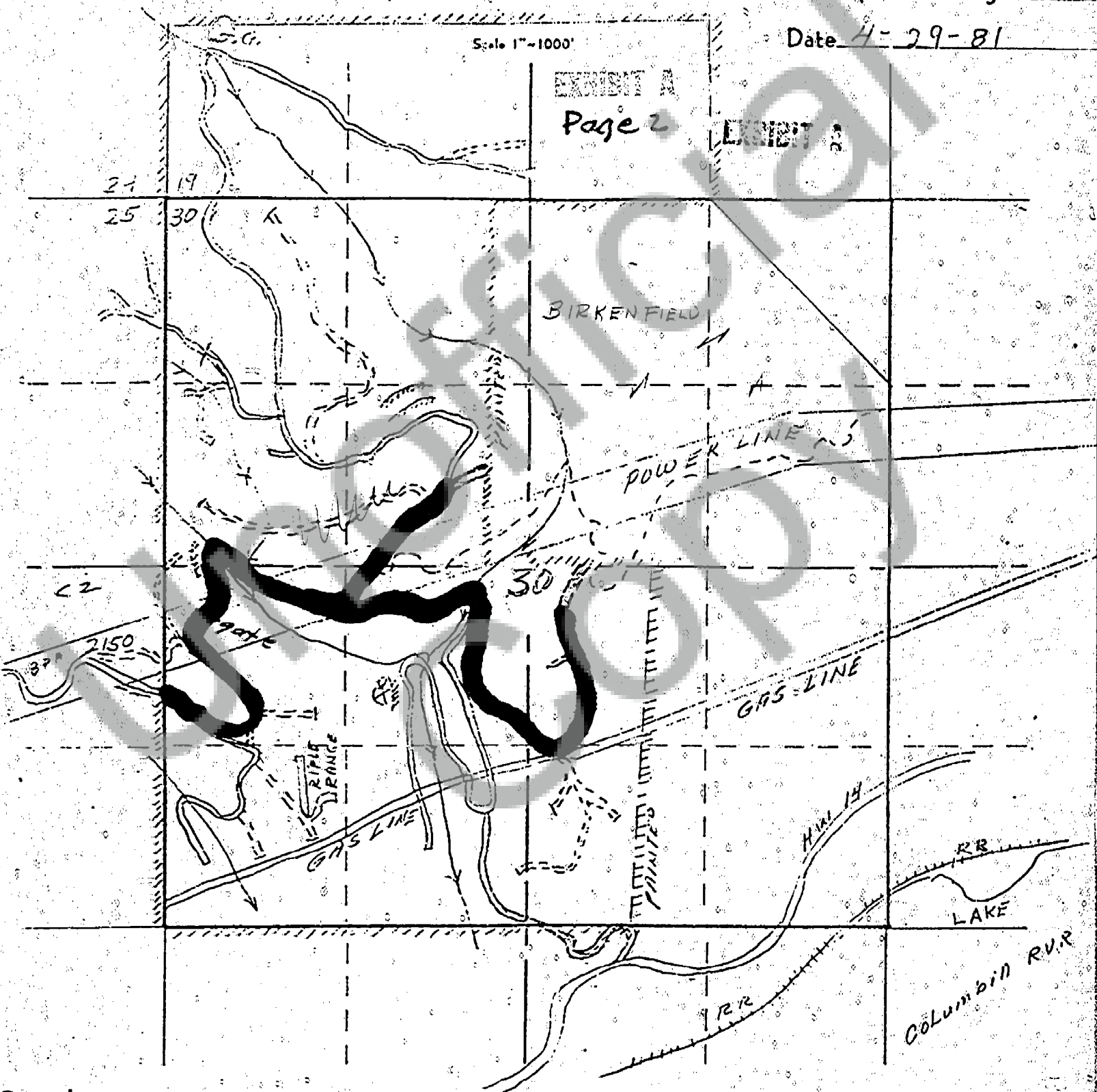
Date 4-29-81

Scale 1"=1000'

EXHIBIT A

Page 2

EXHIBIT B



Remarks:

photo SW 74 92-5
92-6