

NON-COST SHARED EASEMENT

THIS AGREEMENT, made and entered into this 4th day of March, 1986, by and between CROWN ZELLERBACH CORPORATION, a Nevada corporation, herein called "Crown," and STATE OF WASHINGTON, acting by and through the Department of Natural Resources, herein called "State," WITNESSETH:

I

Crown, for and in consideration of Seven Hundred Twenty and No/100 Dollars (\$720.00) for land damages, hereby grants and conveys to the State, its successors and assigns, a permanent easement upon, over, and along rights of way sixty (60) feet in width, over and across the E1/2SE1/4, Section 12, Township 3 North, Range 7 East, W.M., in Skamania County, Washington, being thirty (30) feet on each side of the centerline of a road 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. The easement is conveyed for the purposes of construction, use and maintenance of a road for the purpose of providing access to and from lands now owned or hereafter acquired by the State.
2. Crown reserves to itself, its successors, assigns and permittees, the right to use, maintain, patrol, reconstruct and repair said road for any and all purposes; provided, that use for hauling of timber or other valuable materials shall be initiated by serving notice to the State acknowledging such use shall be predicated on the basis of sharing in the value of the road. The State agrees that upon receipt of this notice of intent, the parties shall mutually agree as to their respective percentage of the total use and the then replacement value of the roadway or other such facility.

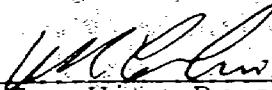
Crown shall then pay, or cause to be paid, its share of the roadway or facility being considered. Crown shall also be responsible for the reconstruction of the facility if necessary to provide for its desired use. Thereafter, unless the parties hereto agree in writing to share the cost of replacement items based on each party's pro rata share of the total use thereof in advance of such replacement being made, said replacement shall be solely for the account of the party making the replacement.

3. Except as herein specifically provided, those terms and conditions of the Easement Exchange No. 521 of State records, dated August 24, 1972, recorded in Volume 64 of Deeds on pages 677-686, under Auditor's File No. 75490, in Skamania County, Washington, are incorporated herein and made a part hereof as though fully set forth herein.

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


CROWN ZELLERBACH CORPORATION

By


 Sr. Vice President

Title

Attest


 Assistant Secretary

Title

Affix Seal of Corporation

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

 ROY E. FRIIS, Manager
 Timber Sales Division
Affix Seal of Commissioner
of Public LandsEasement No. 521
4005(5)90
 Registered 5
 Index 5
 Filed 5
 Booked 5

STATE OF OREGON)
) ss
 County of Multnomah)

On this 4th day of March, 19 86, before me personally appeared W. R. Corbin and W. B. Freck the Sr. Vice President and 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.

Donna K. Martin
 Notary Public in and for the State of
 Oregon, residing at Portland.

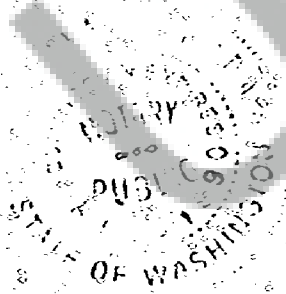
My commission expires 5/2/86.

STATE OF WASHINGTON)
) ss
 COUNTY OF THURSTON)

On this 19th day of March, 19 86, before me personally appeared ROY E. FRIIS, to me known to be the Timber Sales Division Manager of the Department of Natural Resources, State of Washington, who 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.

Virginia Lora
 Notary Public in and for the State of
 Washington, residing at Olympia.

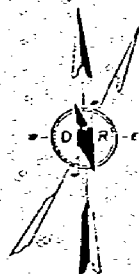
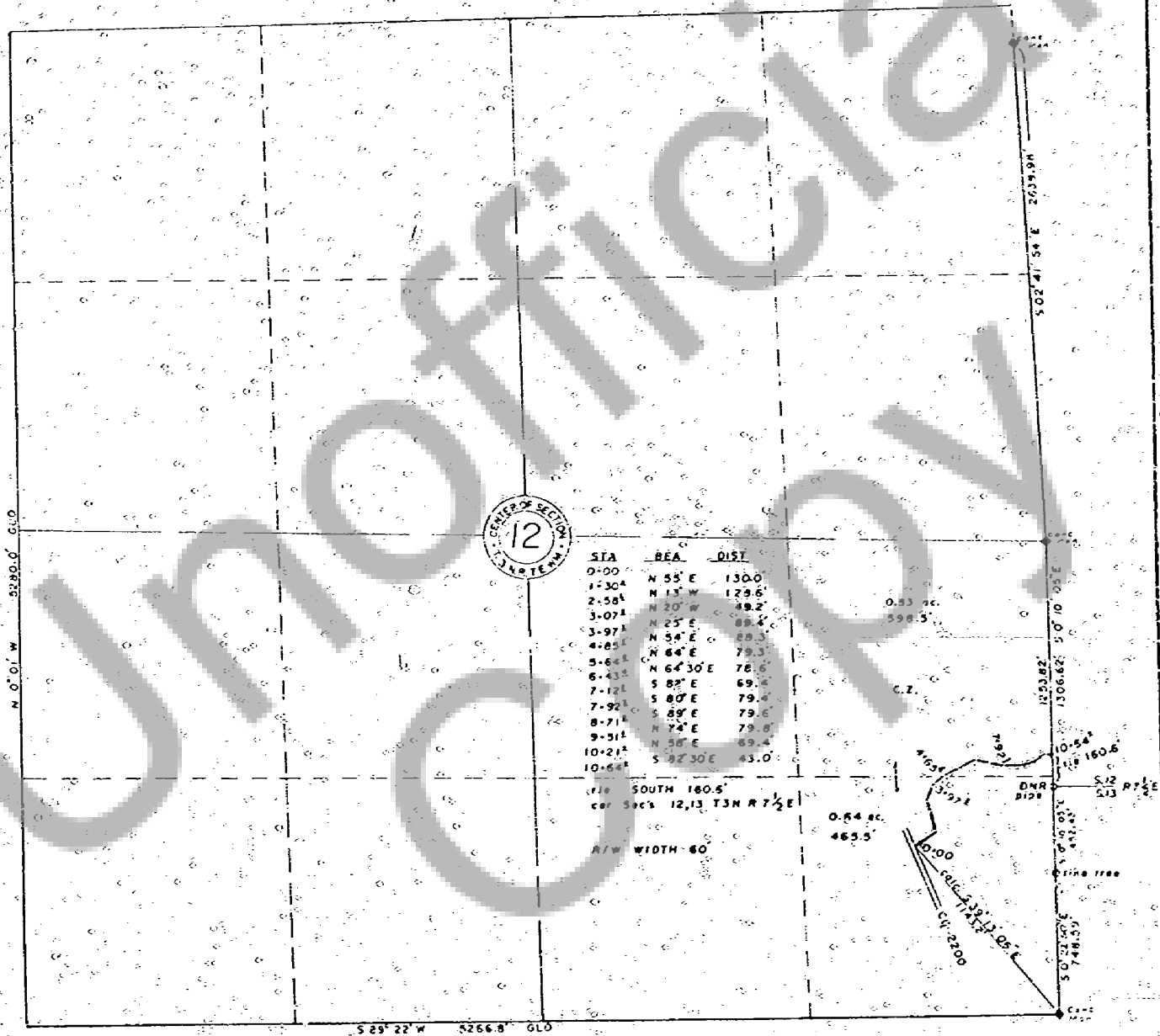


FILED FOR RECORD
 SKAMAHIA CO. WASH
 BY D.N.R.
 STATE OF WA.

Apr 4 11 10 AM '86

A. Nye, Dep.
 AUDITOR
 GARY M. OLSON

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
RIGHT OF WAY PLAT
CG-2201 ROAD
SEC. 12 T. 3 N. R. 7 E. W.M.
SKAMANIA COUNTY, WASH.
SCALE 1 INCH = 400 FEET



DECLINATION S 32° E
TRAVERSED BY: K. WILLIS
DRAWN BY: A. BEYL
DATE: 4-19-85
APPLICATION NUMBER: Supp E-521 185-47085
APPROVED:
AREA ENGINEER: [Signature]
DIVISION, OLYMPIA: [Signature]



I, WILLIAM A. JOHNSON, MANAGER, DIVISION OF ENGINEERING, DO HEREBY CERTIFY THAT THIS MAP ACCURATELY REPRESENTS THE LOCATION OF SAID ACCESS ROAD ACROSS SECTION 12 TOWNSHIP 3 NORTH, RANGE 7 E. WILLAMETTE MERIDIAN.

[Signature]
SUPERVISOR OF SURVEYING