

EASEMENT FOR RIGHT-OF-WAY

KNOW ALL MEN BY THESE PRESENTS: That the Grantor, LONGVIEW FIBRE COMPANY, a Washington corporation, for and in consideration of ONE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$1,500.00) and other valuable consideration, the receipt and adequacy of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto KEN DAVIS and BARBARA J. DAVIS, doing business as DALINCO PROPERTIES, Grantee, its successors and assigns, a perpetual, but non-exclusive, easement for right-of-way, sixty (60) feet in width, being 30 feet on each side of the centerline, in gross, on, over, across and through that portion of the Grantor's lands situated in the Northwest quarter of the Southeast quarter, and the Northeast quarter of the Southwest quarter of Section 26, Township 2 North, Range 5 East, Willamette Meridian, in Skamania County, Washington, generally shown on Exhibit "A" and more particularly described on Exhibit "B", both hereto attached and by this reference made a part hereof.

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 ingress, egress and utilities installation and maintenance.

2. Grantor 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 right-of-way in a manner that will not unreasonably interfere with the rights granted to Grantee hereunder.

3. Grantor 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 Grantee hereunder.

4. The cost of road maintenance and resurfacing shall be allocated on the basis of respective uses of said road. When any party uses said 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 said road is being used solely by one party, such party shall maintain the 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 said road, or any portion thereof, the parties hereto shall meet and establish necessary maintenance provisions.

For purposes of this Agreement, maintenance is defined as the work normally necessary to preserve and keep the roadway, road

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015511
 Received
 Indexed
 Filed 2/11/93
 Noted

REAL ESTATE EXCISE TAX

FEB 2 1993

PAID 1920

J.W.

SKAMANIA COUNTY TREASURER

Glenda J. Kimmel, Skamania County Assessor
 By: *[Signature]*
 Parcel # 2-5-2-6-1000

structure and road facilities as nearly as possible in their present condition or as hereafter improved.

5. Each party using any portion of said 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 said 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. Grantor 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; any merchantable timber is to be roadside decked. Grantee shall obtain all necessary Forest Practices Permits.

8. Grantee may permit its respective contractors, licensees, purchasers of timber or other valuable materials and resources and their agents, hereinafter individually referred to as "Permittee" and collectively referred to as "Permittees," to exercise the rights granted to it herein.

9. Grantee shall require each of its Permittees, before using said road on the lands of Grantor, 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 the Grantee against liability arising out of its operations, including use of vehicles. Minimum amounts of insurance shall be:

(1) Bodily Injury \$ 500,000 for injury to one person
 \$1,000,000 for any one occurrence

(2) Property Damage \$1,000,000 for any one occurrence

(b) Deliver to Grantor hereto a certificate from the insurer of Grantee certifying that coverage is 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 Grantor hereto ten (10) days written notice prior to any cancellation or modification.

10. Grantee agrees to save and hold harmless Grantor from all claims, costs, damage or expense of any kind, arising out of the occupancy or use of said roads by Grantee, their permittees or employees and to require of their contractors and purchasers of their timber or other valuable resources using said roads or their contractors using said roads, the same agreement for the benefit of Grantor.

11. All utility lines and associated power lines shall be buried to a depth of at least 36 inches. Appropriate signs shall be installed by Grantee giving notice of location of the installed facilities.

12. This easement is created to extinguish that certain easement between CAVENHAM FOREST INDUSTRIES INC., a Delaware corporation, Grantor, and WILLIAM V. BENSON and ICEL J. BENSON, husband and wife, Grantee, dated October 20, 1986, and recorded in Book 103, page 956, Deed Records, Skamania County, Washington.

The Grantor does hereby covenant that they are lawfully seized in fee simple of the above-granted premises free from all encumbrances, except those appearing of record and that it and its assigns, will warrant and forever defend its title to said premises and every part and parcel thereof, subject to the aforesaid reservations and exceptions.

IN WITNESS WHEREOF, the parties have executed this instrument this ____ day of _____, 1993.

LONGVIEW FIBRE COMPANY:

DALINCO PROPERTIES:

By:

David L. Bowden
David L. Bowden
Senior Vice President-Timber
GRANTOR

By:

Ken Davis
Ken Davis

By:

Barbara J. Davis
Barbara J. Davis

GRANTEE

STATE OF WASHINGTON)
: ss.
County of Cowlitz)

On this 11th day of January, 1993, before me personally appeared DAVID L. BOWDEN, to me known to be the Senior Vice President-Timber, of LONGVIEW FIBRE COMPANY, a Washington corporation, described in and who executed the within and foregoing instrument and acknowledged it to be his free and voluntary act for the uses and purposes therein mentioned.

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IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.

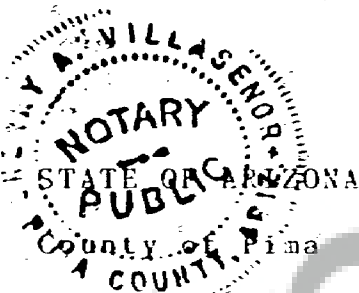
Richard A. Bradley
Notary Public in and for the State
of Washington.
My Commission Expires: 4-30-96

STATE OF WASHINGTON)
 : ss.
County of Cowlitz)

On this 25th day of January, 1993, before me personally appeared KEN DAVIS and BARBARA J. DAVIS, dba DALINCO PROPERTIES, to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledged it to be their free and voluntary act for the uses and purposes therein mentioned.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.

Jose A. Villaseñor
Notary Public in and for the State
of ~~Washington~~ ARIZONA
My Commission Expires: 11-3-93

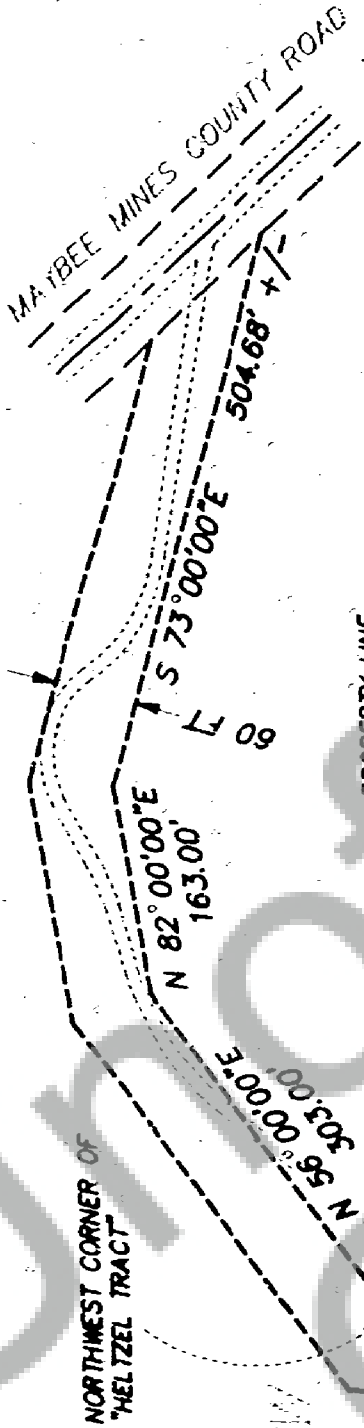


FILED IN RECORD
SKM
BY Hagedorn Inc
FEB 2 2 19 10 '93
P. Lowry
GARY H. OLSON

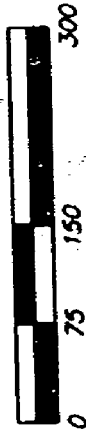
EXHIBIT "A"

SKETCH SHOWING PROPOSED 60-FOOT EASEMENT

IN THE NW 1/4 SE 1/4 and the NE 1/4 SW 1/4
SECTION 26, T2N, R5E, WM, SKAMANIA COUNTY, WA.



SCALE: 1"=150'



HAGEDORN, INC.

1924 Broadway Vancouver, Wa. 98663

Ph: (206) 696-4428 (503) 283-6778

ACAD DWG# 11/DRAW/89-240

SHEET 1 OF 1

SCALE: 1"=150'
DATE: 10-12-92
JOB NO.: 89-240

CALC BY: CEW
DRAWN BY: CEW
CHECKED BY:

26
35

EXHIBIT "B"

Beginning at a Department of Natural Resources concrete monument at the South quarter corner of Section 26; thence North $01^{\circ}01'52''$ East, 1300.49 feet to the Southeast corner of the Northeast quarter of the Southwest quarter and the TRUE POINT OF BEGINNING of said East easement line; thence North $01^{\circ}01'52''$ East along the East line of said Northeast quarter of the Southwest quarter 80.00 feet to the Northwest corner of the "Heltzel tract" as described in Book 40 of Deeds at page 235, Skamania County Auditor's Records; thence along the South line of said easement North $56^{\circ}00'00''$ East, 303.00 feet; thence North $82^{\circ}00'00''$ East, 163.00 feet; thence South $73^{\circ}00'00''$ East 504.68 feet, more or less, to the centerline of the Maybee Mines County Road and the terminus of said South easement line at a point which bears North $32^{\circ}51'90''$ East, 1696.08 feet from the South quarter corner of Section 26.

EXCEPT any portion lying within the Maybee Mines County Road.