

117268

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117106

EASEMENT FOR RIGHT-OF-WAY

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KNOW ALL MEN BY THESE PRESENTS: That the Grantor, LONGVIEW FIBRE COMPANY, a Washington corporation, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration, the receipt and adequacy of which is hereby acknowledged, grants, bargains, sells and conveys unto BUCK MOUNTAIN TIMBER, INC., a OREGON corporation, Grantee, its successors and assigns, a perpetual, but non-exclusive, easement for right-of-way, forty (40) feet in width on the existing road on, over, across and through that portion of the Grantor's lands situated in the West half (W $\frac{1}{2}$ ) of Section 1, 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 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 construction, reconstruction, use and maintenance of a road to provide log hauling and forest management access to and from lands now owned or hereafter acquired by Grantee.

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.

Glenda J. Kimmel, Skamania County Assessor  
By: Glenda J. Kimmel Parcel # 2-5-100

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BY Longview Fibre

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REAL ESTATE EXCISE TAX

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Noted	<u>h</u>

G. M. Olson  
AUDITOR  
GARY M. OLSON

PAID 13 + .01  
G. M. Olson  
SKAMANIA COUNTY TREASURER

SEP 13 1993

PAID 24.67 + 2.30 + 2.67

JW

SKAMANIA COUNTY TREASURER

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. 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 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.

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. In the event that any party retains an attorney to enforce any provision of this Easement, then the successful party shall be entitled to the award of reasonable attorney's fees from any party in default, including fees incurred in both state and federal trial, bankruptcy, and appellate courts and fees incurred without suit, and all court and accounting costs incurred in resolution of such dispute.

Any and all suits and proceedings to enforce provision of this Easement may be instituted and maintained in the Superior Court of the State of Washington located in Cowlitz County, Washington.

This Easement should be governed by the laws of the State of Washington, both as to interpretation and performance.

10. 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.

11. 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.

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

IN WITNESS WHEREOF, the Grantors have executed this instrument this 17<sup>th</sup> day of June, 1993.

LONGVIEW FIBRE COMPANY

By: David L. Bowden

David L. Bowden  
Senior Vice President-Timber

BUCK MOUNTAIN TIMBER, INC.

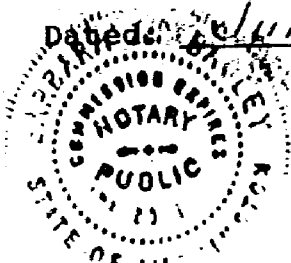
By: Joe Zumsteg

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STATE OF WASHINGTON )  
: ss.  
County of Cowlitz )

I certify that that DAVID L. BOWDEN, to me known to be the Senior Vice President-Timber of LONGVIEW FIBRE COMPANY, signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: June 17, 1993

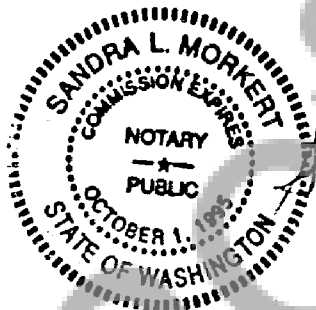


Barbara A. Angley  
Notary Public in and for the State  
of Washington  
My commission expires: 4-30-96

STATE OF Wa )  
County of Cowlitz ) ss.

I certify that that Joe Zumwalt Jr,  
to me known to be the President of  
BUCK MOUNTAIN TIMBER, INC., signed this instrument and acknowledged  
it to be his free and voluntary act for the uses and purposes  
mentioned in the instrument.

Dated: 7/1/93



Sandra L. Morkert  
Notary Public in and for the State  
of Wa  
My Commission Expires: 10-01-95

FILED FOR RECORD  
SKAMANIA CO. WASH  
BY Longview Fibre

SEP 10 4 30 PM '93

Olson  
AUDITOR  
GARY M. OLSON

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EXHIBIT "A"  
West one half of  
Section 1, Township 2 North,  
Range 5 East, W.M. 6B.  
Skamania County, Washington

Scale 1" = 500'

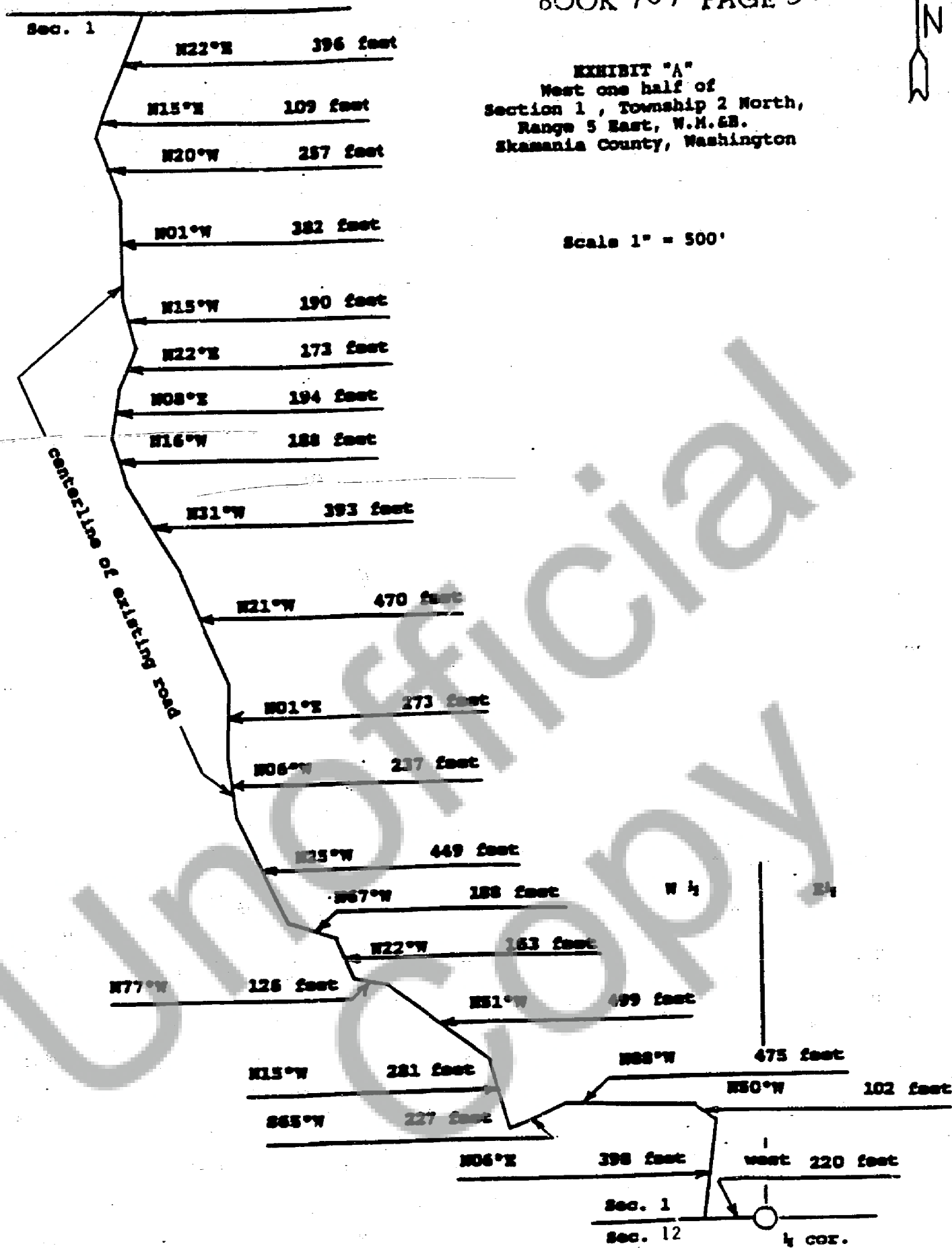




EXHIBIT "B"

An easement through the west one half of Section 1, Township 2 North, Range 5 East, Willamette Meridian and Base, Skamania County, Washington, more particularly described as follows;

Beginning at a point on the south boundary of said section 1, which is the centerline of an existing road, lying 220 feet west of the southeast corner of the said subdivision, thence;

N06°E	398 feet, thence;
N50°W	102 feet, thence;
N88°W	475 feet, thence;
S65°W	227 feet, thence;
N15°W	281 feet, thence;
N51°W	499 feet, thence;
N77°W	126 feet, thence;
N22°W	163 feet, thence;
N67°W	188 feet, thence;
N25°W	449 feet, thence;
N06°W	237 feet, thence;
N01°E	273 feet, thence;
N21°W	470 feet, thence;
N31°W	393 feet, thence;
N16°W	188 feet, thence;
N08°E	194 feet, thence;
N22°E	173 feet, thence;
N15°W	190 feet, thence;
N01°W	382 feet, thence;

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N20°W      257 feet, thence;  
N15°E      109 feet, thence;  
N22°E      396 feet, more or less, to the north

boundary of the said subdivision.

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