

118058

RECIPROCAL EASEMENT

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THIS AGREEMENT, made and entered into this 10th day of November, 1993, by and between THE DAWSON COMPANY, hereinafter called "DAWSON", and LONGVIEW FIBRE COMPANY, a Washington corporation, hereinafter called "FIBRE";

WITNESSETH:

A. DAWSON, for and in consideration of the grant hereinafter made by FIBRE, hereby grants and conveys to FIBRE, its successors and assigns, a perpetual, but non-exclusive, easement on existing roads over, across and through that portion of DAWSON's lands situated in the Southeast quarter of Section 5, Township 2 North, Range 6 East; and the Northeast quarter (NE $\frac{1}{4}$) of Section 8, Township 2 North, Range 6 East, Skamania County, Washington, further described and shown on Exhibit "A", attached hereto and by this reference incorporated herein, as the 1440 Road and the 1430-A Road in the Northeast quarter of Section 8, AND the 1440 Road and the 1430-A Road in the Southeast quarter of Section 5, all in said Township 2 North, Range 6 East, Willamette Meridian, Skamania County, Washington. TOGETHER WITH an easement over those portions of an existing road in the Northeast one-quarter of Section 8, more particularly described as follows:

Beginning at the intersection of the said existing road and the 1440 road which is approximately 200 feet South and 140 feet East from the one-quarter corner common to Sections 5 and 8 of said Township and Range; thence along the existing road West 100 feet; thence South 205 feet; thence South 14° West 65 feet; thence South 03° West 85 feet; thence South 18° West 45 feet; thence South 01° West 65 feet; thence South 17° West 65 feet; thence South 02° West 185 feet; thence South 21° East 55 feet; thence South 14° East 25 feet; thence South 15° West 25 feet; thence South 02° East 20 feet; thence South 07° West 40 feet to a point where said road leaves the Northeast one-quarter of Section 8.

B. FIBRE, for and in consideration of the grant hereinabove made, hereby grants and conveys to DAWSON, its successors and assigns, a perpetual, but non-exclusive, easement on existing roads over, across and through that portion of FIBRE'S lands situated in the South half of the Northwest quarter (S $\frac{1}{2}$ NW $\frac{1}{4}$) and the North half of the Southwest quarter (N $\frac{1}{2}$ SW $\frac{1}{4}$), Section 8, Township 2 North, Range 6 East; the Southeast quarter of the Southeast quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$) Section 7, Township 2 North, Range 6 East; the North half (N $\frac{1}{2}$), Section 18, Township 2 North, Range 6 East; and the West half of the Northwest quarter (W $\frac{1}{2}$ NW $\frac{1}{4}$), Section 9, Township 2 North,

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FILED FOR RECORD
SKAMANIA CO. WASH
BY Longview Fibre

Nov 29 9 59 AM '93

G. Laury
AUDITOR
GARY M. OLSON

NA
REAL ESTATE EXCISE TAX

NOV 29 1993

PAID NA

SW
SKAMANIA COUNTY TREASURER

Glenda J. Kimball, Skamania County Auditor
 By: Glenda J. Kimball
 Period: 8-6-93 to 11-30-93
 1411

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 roads shall repair, or cause to be repaired, at its sole cost and expense, that damage to said roads occasioned by it which is in excess of that caused through normal and prudent usage of said roads. Should inordinate damage to said roads occur which is not caused by an authorized user of said roads, the parties 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 roads.

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. Each party reserves to itself all timber now on or hereafter growing within the right-of-way on its lands and the right to remove said timber via the right-of-way herein granted. Any timber growing on the right-of-way will be scaled and paid at current price levels. Trees are marked with orange paint.

8. Each party 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.

9. In the event that any party retains an attorney, including in-house counsel, 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 by either in-house or outside counsel in 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 any 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 shall be governed by the laws of the State of Washington, both as to interpretation and performance.

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

It is also understood and agreed that FIBRE will save and hold harmless DAWSON from all claims, costs, damage or expense of any kind arising out of the occupancy or use of said roads by FIBRE, its permittees or employees and to require of its contractors and purchasers of its timber or other valuable resources using said roads or their contractors using said roads, the same agreement for the benefit of DAWSON.

11. Each party shall require each of its permittees, before using any of said roads on the lands of the other party, to:

- (a) Obtain and during the term of such use, maintain a policy(ies) 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:

		<u>Limits</u>	
		<u>Each Occurrence</u>	<u>Aggregate</u>
(1)	Commercial General Liability, Including Loggers Broad Form Property Damage Blanket XCV Endorsement:		
	Combined Single Limit Bodily Injury and Property Damage	\$1,000,000	\$2,000,000
(2)	Automobile Liability:		
	Combined Single Limit Bodily Injury and Property Damage	\$1,000,000	
(3)	Umbrella Excess Liability	\$1,000,000	\$1,000,000

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- (b) Deliver to each party 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 each party ten (10) days' written notice prior to any cancellation or modification.

Each party does hereby covenant that they are lawfully seized in fee simple of their respective above-described premises free from all encumbrances except those appearing of record and that they, their heirs, successors, and assigns will warrant and forever defend their title to their respective premises and every part and parcel thereof, subject to the aforesaid reservations and exceptions.

IN WITNESS WHEREOF, the parties have executed this instrument this 10th day of November, 1993.

DAWSON:

FIBRE:

By: Ralph Hull

By: David L. Bowden

Its: president

Its: Senior Vice President-Timber

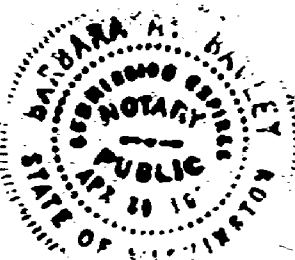
STATE OF WASHINGTON)
COUNTY OF COWLITZ) ss.

I certify that I know 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: November 10, 1993

Barbara A. Bayley
Notary Public in and for the State
of Washington.

My Commission Expires: 4-30-96

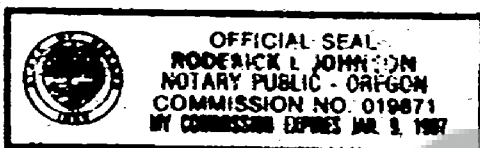


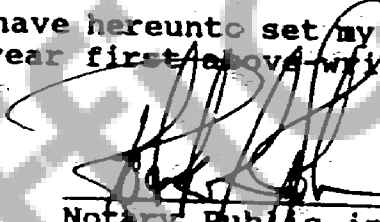
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STATE OF OREGON)
COUNTY OF BENTON) ss.

On this 19th day of November, 1993, before me personally appeared Ralph Hull, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, 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.




Notary Public in and for the State
of Oregon
My Commission Expires: 1-9-97

