

118260

RECIPROCAL EASEMENT

BOOK 140 PAGE 348

THIS AGREEMENT, made and entered into this 16th day of November, 1993, by and between NANCY E. ENGLEMAN, a single person, hereinafter called "ENGLEMAN", and LONGVIEW FIBRE COMPANY, a Washington corporation, hereinafter called "FIBRE";

WITNESSETH:

A. ENGLEMAN, for and in consideration of the grant hereinafter made by FIBRE, hereby grants and conveys to FIBRE, a non-exclusive easement, said easement being forty (40) feet in width, of the existing roadway for right-of-way on, over, across and through that portion of ENGLEMAN's lands situated in Government Lots 1 and 2 and the Southeast quarter of the Northeast quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$), Section 18, Township 2 North, Range 5 East, Skamania County, Washington, said easement being 20 feet on each side of the centerline as shown on Exhibit "B" and more particularly described on Exhibit "A", both attached hereto and by this reference made a part hereof.

B. FIBRE, for and in consideration of the grant hereinabove made, hereby grants and conveys to ENGLEMAN and her heirs, a non-exclusive easement, said easement being forty (40) feet in width, for right-of-way on, over, across and through that portion of FIBRE'S lands situated in the Southwest quarter of the Northwest quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$) and the Northwest quarter of the Southwest quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$), Section 17, Township 2 North, Range 5 East, Skamania County, Washington, said easement being 20 feet on each side of the centerline as shown on Exhibit "D" and more particularly described on Exhibit "C", both attached hereto 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. The easements are conveyed for the purpose of providing access to widen the ditch, to place cross drains, and for forest management.

2. Each party reserves for itself, the right at all times for any purpose to cross and recross at any place on grade or otherwise, and to use said rights-of-way, on its own property, in a manner that will not unreasonably interfere with the rights granted herein.

Easement
Page 1

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FILED FOR RECORD
SKAMANIA CO. WASH
BY *Longview Fibre*

Dec 17 2 51 PM '93

P. Olson
AUDITOR
GARY M. OLSON

Glenn J. Kimmel, Skamania County Assessor
Parcel 8 2-5-18-100
2-5-900

3. Each party reserves the right to authorize third parties to use their land described in this agreement, provided, that such use by the third party shall be subject to the terms and conditions of this agreement and shall not unreasonably interfere with the rights granted to the other party herein.

4. The cost of road maintenance and resurfacing shall be allocated on the basis of respective uses of said roads. When any party uses said roads, 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 roads are being used solely by one party, such party shall maintain that portion of said roads so used to the standards existing at the time use is commenced. During periods when more than one party is using said roads, or any portion thereof, the parties 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 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.

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. 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 Skamania County, Washington.

This Easement shall be governed by the laws of the State of Washington to interpretation and performance.

10. ENGLEMAN 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 ENGLEMAN, her permittees or employees and to require of her contractors and purchasers of her 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 ENGLEMAN 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 ENGLEMAN.

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

- (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.

12. The primary term of this easement shall be for five (5) years and shall commence with the date of signing this easement, subject to renewal by mutual agreement.

Each party does hereby covenant that they are lawfully seized in fee simple of their respective above granted 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 16th day of November, 1993.

ENGLEMAN:

FIBRE:

By: Nancy E. Engleman
Nancy E. Engleman

By: David L. Bowden
David L. Bowden
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.



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

STATE OF Washington)
COUNTY OF Clark) ss.

On this 10 day of December, 1993, before me personally appeared NANCY E. ENGLEMAN, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her 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.



Geraldine W. Wheeler
Notary Public in and for the State
of Washington
My Commission Expires: 9/19/97

An easement over an existing road in Government Lots 1, and 2, and the Southeast one quarter of the Northeast one quarter of Section 18, Township 2 North, Range 5 East, W. M. & B., Skamania County Washington.

Beginning at a point on the centerline of an existing road where it crosses the West boundary of Government Lot 2, 320 feet, more or less, South of the Northwest corner of said Lot 2, thence; along the centerline of the said existing road further described as: N 73° E 78 feet, thence S 75° E 322 feet, thence S 85° E 196 feet, thence S 49° E 128 feet, thence N 74° E 119 feet, thence S 53° E 258 feet, thence S 74° E 177 feet, thence S 10° E 142 feet, thence S 32° E 101 feet, thence N 83° E 140 feet, thence S 38° E 87 feet, thence S 83° E 174 feet, thence S 59° E 88 feet, thence S 46° E 276 feet, thence S 65° E 306 feet, thence S 47° E 204 feet, thence S 26° E 242 feet, thence S 51° E 95 feet, thence S 68° E 230 feet, more or less to a point on the East boundary which is 790 feet, more or less, North of the Southeast corner of the Southeast one quarter of the Northeast one quarter of the said Section 18.

ENGLEMAN EASEMENT
EXHIBIT "B"
IN

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NE 1/4 of Section 18, Township 2 North, Range 5 East, W.M. & B.
SKAMANIA COUNTY, WASHINGTON

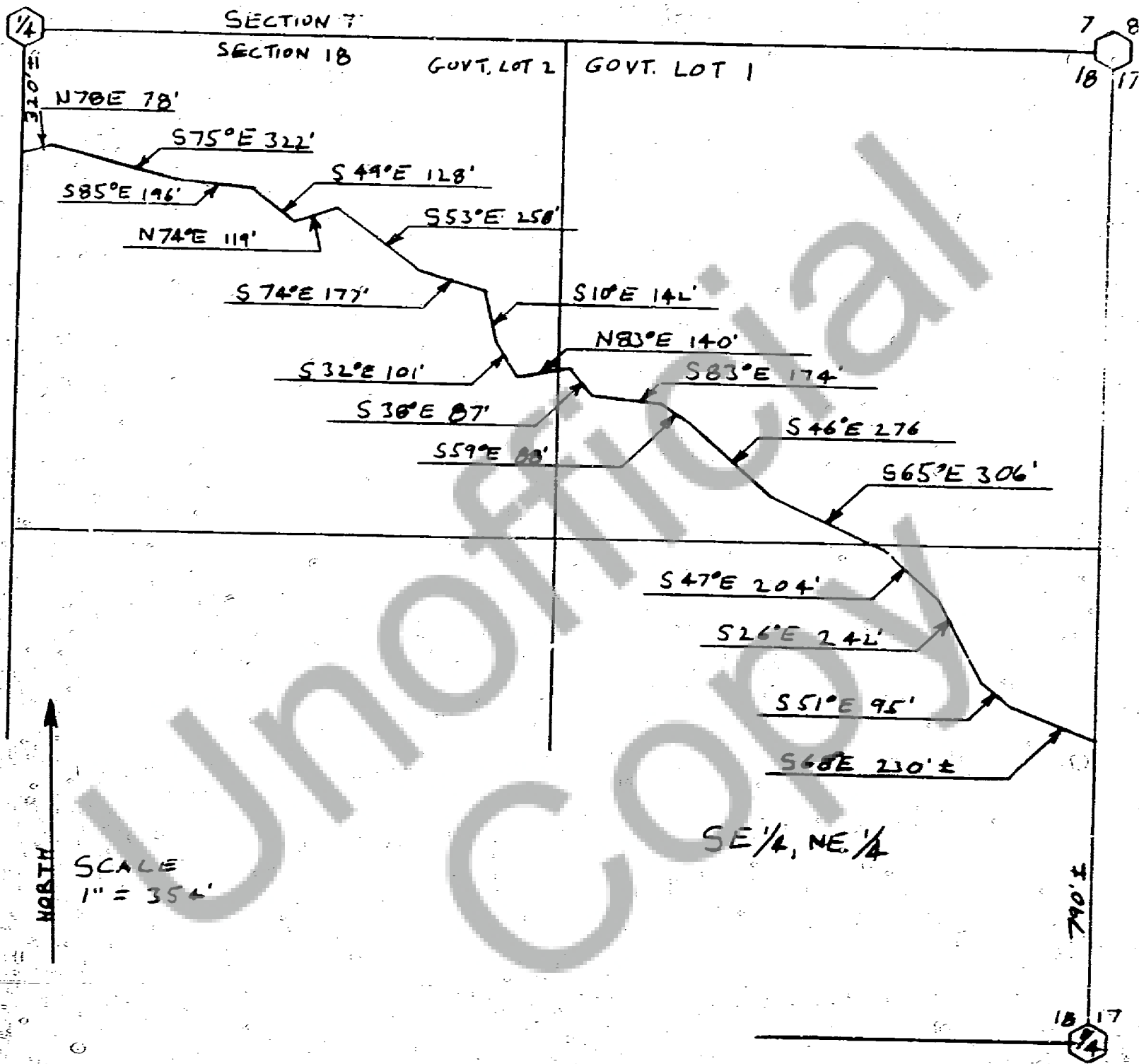


EXHIBIT "C"

An easement over an existing road in the southwest one quarter of the northwest one quarter and the northwest one quarter of the southwest one quarter of Section 17, Township 2 North, Range 5 East, W. M. & B., Skamania County, Washington.

Beginning at a point on the centerline of an existing road, which is on the west boundary of the southwest one quarter of the northwest one quarter, 790 feet more or less north of the southwest corner of said subdivision, thence; S68°56'57"E along the centerline of the said existing road 201.61 feet, thence; N86°09'05"E 162.92 feet, thence; S19°40'16"E 172.25 feet, thence; S27°24'57"W 251.26 feet, thence; S12°41'14"W 127.42 feet, thence; S22°36'54"E 573.65 feet, thence; S16°36'44"W 136.53 feet, thence; N29°30'46"W 109.98 feet, thence; N36°38'12"W 145.51 feet, thence; N47°48'37"W 89.69 feet, thence; S49°05'27"W 78.95 feet, thence; N33°35'04"W 119.88 feet, thence; N27°28'32"W 116.82 feet, thence; N74°05'20"W 61.58 feet to a point on the west boundary which is 32 feet more or less south of the northwest corner of the northwest one quarter of the southwest one quarter of section 17.

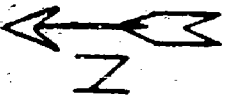
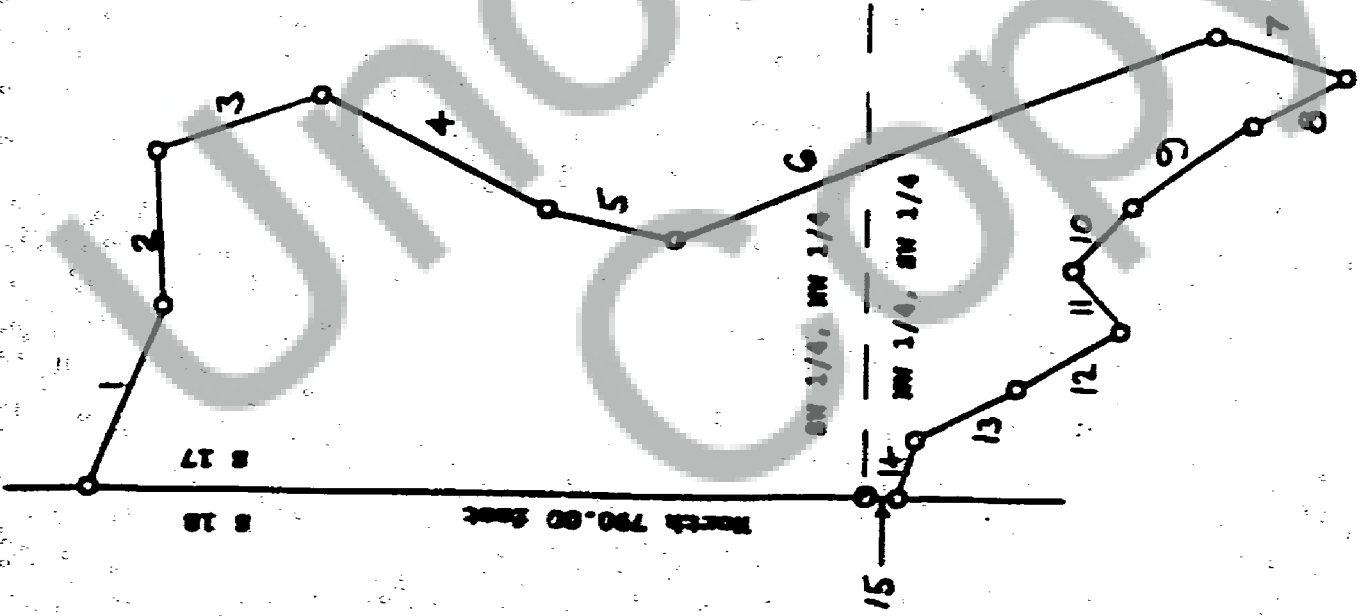


EXHIBIT "D"

Sections 17
Township 2 North, Range 3 East,
Stemania County, Washington

Scale 1" = 200'



- 1 S68°36'57"E 201.61 feet
- 2 N86°09'08"E 162.92 feet
- 3 S19°40'16"E 172.25 feet
- 4 S27°24'57"W 251.26 feet
- 5 S12°41'14"W 127.42 feet
- 6 S22°36'34"E 573.65 feet
- 7 S16°36'44"W 136.53 feet
- 8 N29°30'46"E 109.98 feet
- 9 N36°38'12"W 145.51 feet
- 10 N47°48'37"W 89.69 feet
- 11 S49°05'27"W 78.95 feet
- 12 N33°35'04"W 119.88 feet
- 13 N27°28'32"W 116.82 feet
- 14 N74°05'20"W 61.58 feet
- 15 North 32.00 feet