

AFTER RECORDING RETURN TO  
PLUM CREEK TIMBER CO.  
999 Third Avenue Suite 2300  
Seattle, WA 98104  
ATTN: Kathleen Croll

File No. 908-11-99.210

Document No. 56648

120421

EASEMENT

BOOK 145 PAGE 548

THIS EASEMENT, dated this 16<sup>th</sup> day of August, 1994, from Plum Creek Timber Company, L.P., a limited partnership of the State of Delaware, whose address is 999 Third Avenue, Suite 2300, Seattle, Washington 98104, hereinafter called "Grantor," to Gerald R. Siebert and Royce A. Daugherty, whose address is 20820 NE 169th Street, Brush Prairie, Washington 98606, their successors and assigns, hereinafter called "Grantee,"

WITNESSETH:

Grantor, for and in consideration of \$1.00, and other valuable consideration received by Grantor, the receipt and sufficiency of which is hereby acknowledged, does hereby grant to Grantee and their successors and assigns, contractors, purchasers, and permittees, subject to existing easements and valid rights, a permanent non-exclusive easement for the construction, reconstruction, use and maintenance of an existing road, along and across the following described lands in the County of Skamania, State of Washington:

A strip of land Thirty (30) feet in width with such additional widths as may be necessary for needed cuts and fills over and across the following lands:

Township 7 North, Range 6 East, W.M.  
Section 17: W1/2W1/2  
Section 18: NE1/4NE1/4

SUBJECT TO reservation for all oil, gas other hydrocarbons, together with the rights of ingress and egress as reserved in that certain Deed to Plum Creek Timber Company, L.P. from PCTC, Inc. executed on June 21, 1989 and recorded July 3, 1989 under recording no. 107302, in the records of Skamania County, Washington.

Said easement being Fifteen (15) feet on each side of the centerline of the road and is located approximately as shown on Exhibit "A", attached hereto and made a part hereof.

The above grants and conveyances are subject to all matters of public record as of the date of this easement.

II.

The parties hereto hereby agree that the rights hereinabove granted shall be subject to the following terms, provisions, and conditions applicable to Grantee, their successors and assigns:

FILED FOR RECORD  
SKAMANIA CO. WASH  
BY SKAMANIA CO. CLERK

AUG 29 11 59 AM '94  
*G. Olson*  
AUDITOR  
GARY M. OLSON

Registered   
Indexed, LIR   
Indirect   
Filed   
Mailed

16876

REAL ESTATE EXCISE TAX

AUG 29 1994

PAID 58.90

*old debt*  
SKAMANIA COUNTY TREASURER

Glenda J. Kimmel, Skamania County Assessor  
By: JLD Parcel # 09 16 00 00 1490 00  
8/29/94

1. Purpose. The easement and right-of-way conveyed herein is for the purposes of constructing, reconstructing, maintaining, repairing, and using an existing road over and upon said easement and right-of-way.

2. Road Crossing. Grantor, for itself, its successors and assigns, reserves the right at all times and for any purpose to go upon, cross and recross, at any place on grade or otherwise, said rights-of-way and to use the road on said rights-of-way in a manner that will not unreasonably interfere with the rights granted to Grantee hereunder.

3. Third Parties. 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 easement and shall not unreasonably interfere with the rights granted to Grantee hereunder.

4. Maintenance. 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, or a portion thereof, that party shall perform or cause to be performed, or contribute or cause to be contributed, that share of the maintenance and resurfacing occasioned by such use as hereinafter provided. During periods when said road, or a portion thereof, is 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 a portion thereof, each party's share of maintenance and resurfacing shall be pro rata in proportion to its use thereof. The parties hereto shall meet and establish necessary maintenance provisions. Such provisions shall include, but shall not be limited to:

(a) The appointment of a maintainer, which may be one of the parties hereto or any third party, who will perform or cause to be performed, at a reasonable and agreed upon rate, the maintenance and resurfacing of the road or the portion thereof being used; and

(b) A method of payment by which each party using said roads or a portion thereof shall pay its pro rata share of the cost incurred by said maintainer in maintaining or resurfacing said road or portion thereof.

For the purposes of this easement, 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. Road Damage. 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 which it would cause 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 hereto shall meet to agree on the cost of replacement, and the shares of replacement cost to be borne by each user of said roads.

6. Construction and Improvement. Unless the parties hereto agree in writing to share the cost of improvements to said roads in advance of such improvements being made, said improvements shall be solely for the account of the improver.

7. Right-of-Way Timber. Grantor reserves to itself all timber now on or hereafter growing within said right-of-way on its said land. Grantee shall have the right to cut timber upon the premises to the extent necessary for constructing, reconstructing, and maintaining the road. Timber so cut shall, unless otherwise agreed to, be cut into logs of lengths specified by the timber owner and decked along the road for disposal by the owner of such timber.

8. Insurance. Grantee, before using said road, shall obtain and during the term of such use, maintain a policy of Automobile Liability Insurance in a form generally acceptable in the State and customary in the area of said right of way, insuring said Grantee against liability arising out of its use of such right-of-way.

9. Indemnification. Grantee shall assume all risk of, and indemnify and hold harmless, and at Grantee's expense defend Grantor from and against any claims, loss, cost, legal actions, liability or expense on account of personal injury to or death of any persons whomsoever, including but not limited to employees of Grantor, or damage to or destruction of property to whomsoever belonging, including but not limited to property of Grantor, or any fire, resulting partly or wholly, directly or indirectly from Grantee's exercise of the rights herein granted; provided, however, that Grantee's undertaking herein contained shall not be construed as covering personal injury to or death of persons, or damage to or destruction of property resulting from the sole negligence of Grantor.

10. Liens. Grantee shall keep Grantor's property free from liens arising in any manner out of the activities of Grantee and shall promptly discharge any such liens that are asserted.

11. Termination. If Grantee determines that the road, or any segment thereof, is no longer needed, the easement traversed thereby shall terminate. The termination shall be evidenced by a statement in recordable form furnished by Grantee to the Grantor or its successor(s) or assign(s) in interest.

Grantor may terminate this easement, or any segment thereof, (1) by consent of the Grantee, (2) by condemnation, or (3) after a five (5) year period of nonuse, by a determination to cancel after

BOOK 145 PAGE 551

notification and opportunity for hearing as prescribed by law; Provided: That the easement, or segment thereof, shall not be terminated for nonuse as long as the road, or segment thereof, is being preserved for prospective future use.

12. Rights and Obligations. The rights and obligations hereunder shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

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

GRANTOR:



Susan N. Duke  
Susan N. Duke, Director  
Law and Secretary

PLUM CREEK TIMBER COMPANY, L.P.

By Plum Creek Management  
Company, L.P., General Partner

By Rick W. Holley  
Rick W. Holley, President  
and Chief Executive Officer

GRANTEE:

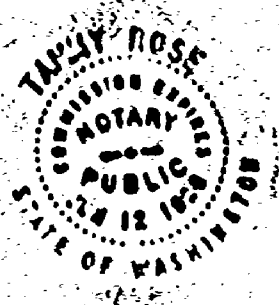
Gerald Siebert  
Gerald Siebert

Royce A. Daugherty  
Royce A. Daugherty

ACKNOWLEDGMENT BOOK 145 PAGE 552

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF COWLITZ )

I certify that I know or have satisfactory evidence that Gerald R. Siebert is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.



Dated 8-3-94

Tammy Rose Tammy Rose  
Notary Public for the  
State of WASHINGTON  
My appointment expires June 12, 1996

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF COWLITZ )

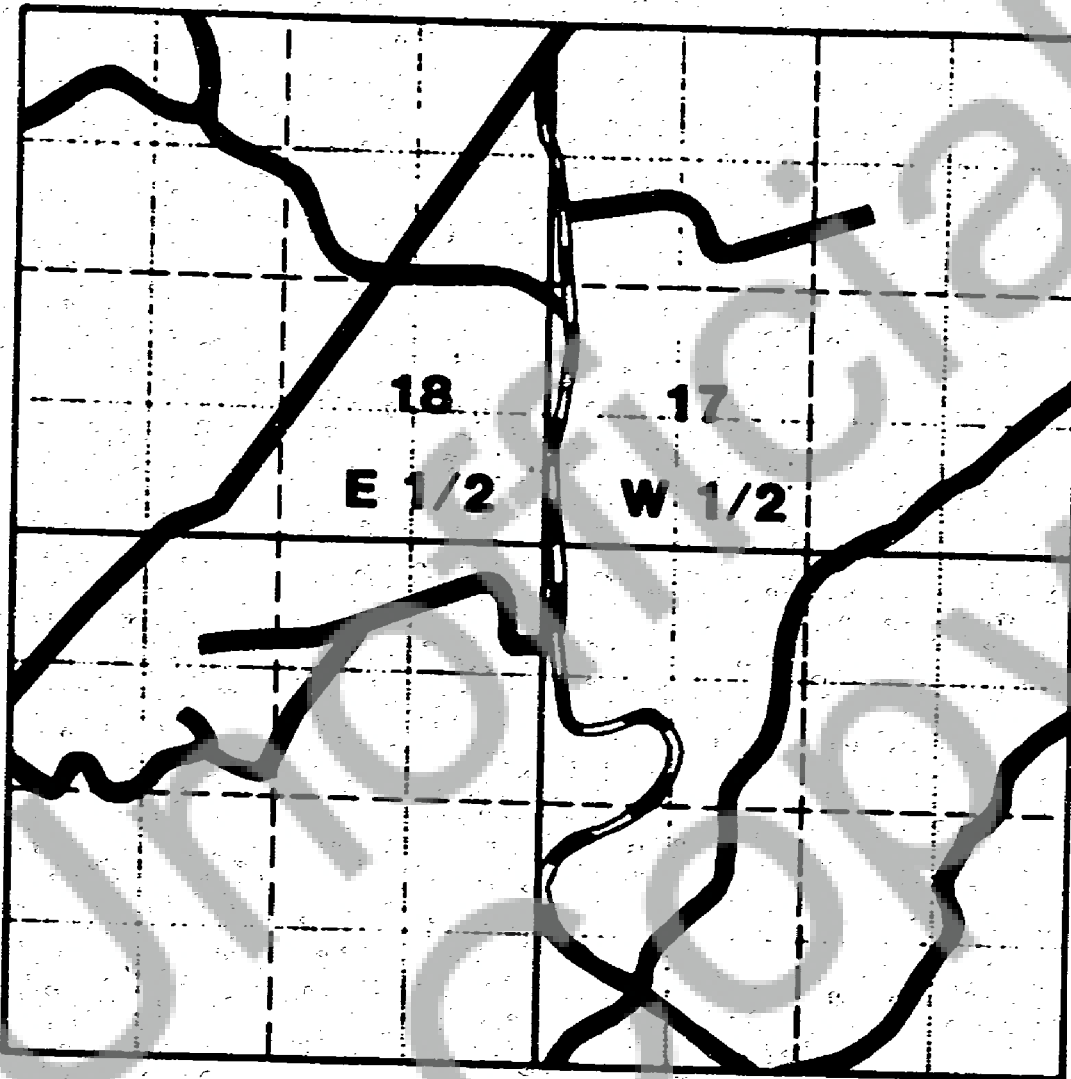
I certify that I know or have satisfactory evidence that Royce A. Daugherty is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.



Dated 8-3-94

Tammy Rose Tammy Rose  
Notary Public for the  
State of WASHINGTON  
My appointment expires June 12, 1996







**Exhibit 'A'**

**17**  
**Sec. & 18 Twp. T7N Rge. R6E, W.M.**

**SKAMANIA County, WA**

-  EASEMENT FROM PCTC TO G.R. SIEBERT AND R.A. DAUGHERTY
-  EXISTING USFS ROADS