

After Recording Return To:
Longview Fibre Company
P. O. Box 667
Longview, WA 98632

121838

EASEMENT FOR RIGHT-OF-WAY

BOOK 148 PAGE 716

KNOW ALL MEN BY THESE PRESENTS: That the Grantor, BROUGHTON LUMBER COMPANY, INC., 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 LONGVIEW FIBRE COMPANY, a Washington corporation, Grantee, its successors and assigns, a perpetual, but non-exclusive, easement for right-of-way, thirty (30) feet in width on, over, across and through that portion of the Grantor's lands situated in the Southeast quarter of the Southeast quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 9; the South half of the Southwest quarter (S $\frac{1}{2}$ SW $\frac{1}{4}$) of Section 10; and the North half (N $\frac{1}{2}$) of Section 15, Township 3 North, Range 9 East, Willamette Meridian, in Skamania County, Washington, more particularly described on Exhibit "A" and generally shown on Exhibit "B", 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. This easement is conveyed for the purposes of construction, reconstruction, use and maintenance of a road to provide 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 reserves the right to authorize third parties to use its 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 Grantee herein.

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 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 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 caused 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 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.

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

MAR 15 4 30 PM '95

P. Swamy
AUDITOR
GARY M. OLSON

Easement
Page 1

17212

REAL ESTATE EXCISE TAX

MAR 16 1995

PAID 113

[Signature]
SKAMANIA COUNTY TREASURER

Registered ☒
Recorded ☒
Indexed ☒
Filmed ☒
Mailed ☒

Gary M. Olson, Skamania County Auditor
Date 3/15/95
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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 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, 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 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. 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:

		<u>Limits</u>	
		<u>Each Occurrence</u>	<u>Aggregate</u>
(1)	Commercial General Liability, Including Loggers Broad Form Property Damage Blanket XCU 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 Grantor a certificate from the insurer of Grantee 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 Grantor ten (10) days written notice prior to any cancellation or modification.

11. Grantee agrees to save, defend, 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, its 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.

12. The Grantor does hereby covenant that it is lawfully seized in fee simple of the above-described premises free from all encumbrances, except those appearing of record and that it, its heirs, successors, and 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 Grantors have executed this instrument this 15th day of March, 1995.

GRANTOR:

BROUGHTON LUMBER COMPANY, INC.

By: Rees Stevenson
Its: _____

GRANTEE:

LONGVIEW FIBRE COMPANY

By: David L. Bowden
Its: Senior Vice President-Timber

STATE OF WASHINGTON)

County of Cowlitz)

WADE C. BOYD

Asst. Manager-Timber

I certify 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: February 24, 1995

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



BOOK 148 PAGE 719

STATE OF Washington

County of Klickitat ss.

On this 3rd day of March, 1995, before me personally appeared REES STEVENSON, 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 this 3rd day of March, 1995, at Longview, Washington year first above written.

[Signature]
Notary Public in and for the State of Washington
My Commission Expires: 11-19-97

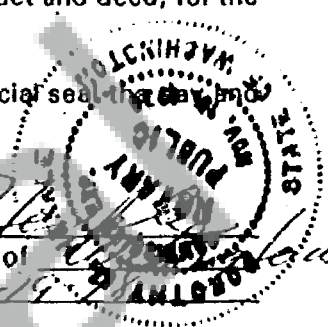


EXHIBIT "A"

BOOK 148 PAGE 720

EASEMENT
inSections 9, 10, & 15
Township 3 North, Range 9 East, W.M. & B.
Skamania County, Washington

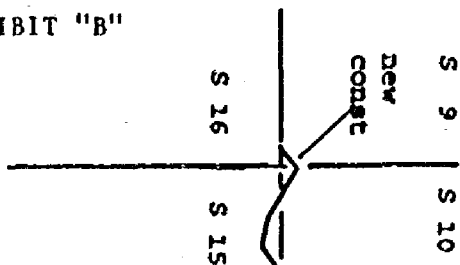
Beginning at the centerline of Jessup Road where it intersects with the CG 2830 road in the NE 1/4 of Section 15, Township 3 North, Range 9 East, W. M. & B.;

thence along the centerline of said CG 2830 road N83°00'W 192.0 feet;
thence S70°00'W 348.0 feet;
thence N87°00'W 257.0 feet;
thence S78°00'W 440.0 feet;
thence S75°00'W 473.0 feet;
thence N38°00'W 90.0 feet;
thence N42°00'E 240.0 feet;
thence N21°00'E 60.0 feet;
thence N59°00'E 120.0 feet;
thence S86°00'W 185.0 feet;
thence N62°00'W 108.0 feet;
thence N21°00'E 192.0 feet;
thence N 3°00'E 192.0 feet;
thence N24°00'E 662.0 feet;
thence N48°00'W 189.0 feet;
thence N59°00'W 239.0 feet;
thence S72°00'W 239.0 feet;
thence N86°00'W 284.0 feet;
thence S87°00'W 125.0 feet;
thence N78°00'W 206.0 feet;
thence N58°00'W 131.0 feet;
thence N27°00'W 285.0 feet;
thence N 5°00'W 102.0 feet;
thence N48°00'E 177.0 feet;
thence N 4°00'W 131.0 feet;
thence N44°00'W 141.0 feet;
thence S60°00'W 200.0 feet;
thence S88°00'W 264.0 feet;
thence N70°00'W 145.0 feet;
thence N26°00'W 124.0 feet;
thence N51°00'W 53.0 feet;
thence S36°00'W 150.0 feet;
thence S16°00'E 144.0 feet;
thence S 3°00'E 86.0 feet;
thence S75°00'W 306.0 feet;
thence S63°00'W 123.0 feet;
thence N81°00'W 229.0 feet;
thence S55°00'W 239.0 feet;
thence N78°00'W 91.0 feet;
thence N60°00'W 176 feet;

thence leaving the said CG 2830 road and continuing over a 30 feet wide road, to be constructed, being 15 feet on each side of the following described centerline S50°00'W 77.0 feet more or less, to a point on the north boundary of the SE 1/4, SE 1/4 of Section 15. Which point is 50.0 feet west of the corner of Sections 9, 10, 15, and 16 of said Township and Range.

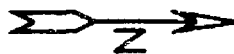
Broughton Lumber
Sec 9, 10 & 15, T3N, R9E
Skamania County, WA

EXHIBIT "B"



CG 2830 Road

Jessup Road



0 600
Scale 1"=600ft