

After Recording Return To:
Longview Fibre Company
P. O. Box 607
Longview, WA 98632

121839

EASEMENT FOR RIGHT-OF-WAY

BOOK 148 PAGE 722

KNOW ALL MEN BY THESE PRESENTS: That the Grantor, BUCK MOUNTAIN TIMBER, INC., an Oregon 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, forty (40) feet in width on, over, across and through that portion of the Grantor's lands situated in the Southwest quarter of the Southwest quarter of Section 36, Township 3 North, Range 5 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.

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.

Easement
Page 1

Registered ☒
Advised, Dir ☒
Recorded ☒
Filed ☒
Mailed ☒

FILED FOR RECORD
SKAMANIA CO. WASH
BY Longview Fibre

MAR 15 4 32 PM '95
GARY M. OLSON
AUDITOR

17213

REAL ESTATE EXCISE TAX

MAR 16 1995

PAID 76.80

GARY M. OLSON
SKAMANIA COUNTY TREASURER

GARY M. OLSON, Skamania County Auditor
MAR 3 1995
3-5-16-95

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 11 day of March, 1995.

GRANTOR:

BUCK MOUNTAIN, INC.

By: Joe Zumstein, Jr.
Joe Zumstein, Jr.
Its: President

GRANTEE:

LONGVIEW FIBRE COMPANY

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

STATE OF WASHINGTON)

: ss.

County of Cowlitz)

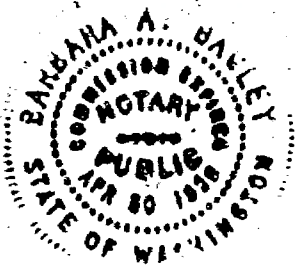
Wade C. Boyd

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



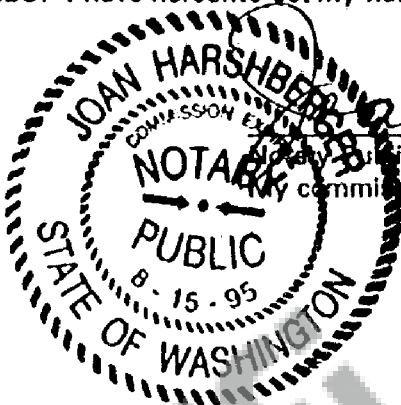
STATE OF WASHINGTON)

: SS.

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On this 11 day of March, 1995, before me personally appeared JOE ZUMSTEIN, JR., 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.



My commission expires: Aug. 15 19

EXHIBIT "A"

EASEMENT

in

Section 36

Township 3 North, Range 5 East, W.M. & B.
Skamania County, Washington

Beginning at a point where the centerline of an existing road crosses the south boundary of Section 36, Township 3 North, Range 5 East, W. M. & B., said point being 551.2 feet east of the southwest corner of said Section 36;

thence along the centerline of Road N49°00'E 309.0 feet;

thence N30°00'E 453.0 feet;

thence N72°00'E 176.0 feet;

thence S50°00'E 261.0 feet;

thence N78°00'E 183.0 feet;

thence N13°00'E 213.0 feet;

thence N33°00'E 61.0 feet;

thence N73°00'E 138.0 feet;

thence N 5°00'E 223.0 feet;

thence S88°00'E 192.0 feet;

thence N48°00'E 289.0 feet;

thence S81°00'E 178.0 feet;

thence N44°00'E 100.0 feet;

thence N66°00'E 74.0 feet;

thence N76°00'E 180.0 feet;

thence N11°00'E 579.0 feet;

thence N00°00'E 150.0 feet to a point 460 feet south of the northeast corner of the southwest one quarter of Section 36.

AND beginning at a point on the centerline of said existing road, which point is 498 feet north and 1404 feet east from the southwest corner of said Section 36. Thence leaving the said road and continuing S16°00'W 128.0 feet over a road to be constructed which is 40 feet in width, being 20 feet on each side of the following described centerline;

thence S34°00'W 54.0 feet;

thence S32°00'W 115.0 feet;

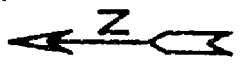
thence S30°00'W 163.0 feet;

thence S16°00'W 80.0 feet;

thence S 7°00'E 60.0 feet more or less, to a point on the south boundary of the SW 1/4, SW 1/4 of Section 36. Which point is 1182.2 feet east of the southwest corner of Section 36 of said Township and Range.

EASEMENT in SECTION 36
TOWNSHIP 3 NORTH, RANGE 5 EAST, W.M.
SKAMANIA COUNTY, WASHINGTON

EXHIBIT "B"



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0 400
Scale 1"=400ft

