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Recording Requested By And
When Recorded Mail To:
Plum Creek Timberlands, L.P.
999 Third Avenue, Suite 2300
Seattle, Washington 98101

BOOK 195 PAGE 548

FILED IN RECORD
SHAWANEE CO. ILL.
GRAMMIA CO. ILL.

Dec 13 2 52 PM '99

WITNESS
GARY H. OLSON

EASEMENT

Grantor: PLUM CREEK TIMBERLANDS, L.P.

Grantee: DAVID A. PALENA

Legal Description (abbreviated): Pms. of Secs. 17 & 18, T 7 N, R 6 E, W.M.

Additional Legal on Page 2

Assessor's Tax Parcel ID#: 7060000149000; 7060000148000

File No. 909-11-07.210

Document No. 59244

THIS EASEMENT, dated this 7 day of Dec., 1999, from PLUM CREEK TIMBERLANDS, L.P., a limited partnership of the State of Delaware, successor by merger to Plum Creek Timber Company, L.P., whose address is 999 Third Avenue, Suite 2300, Seattle, Washington 98104, hereinafter called "Grantor," to DAVID A. PALENA, whose address is 6168 NE Hwy 99, Suite 201, Vancouver, Washington 98665, his successors, assigns, heirs and personal representatives, hereinafter called "Grantee,"

Gary H. Martin, Shawnee County Assessor
Date 12/13/99 Parcel # 7-1-1480-1480 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 his successors, assigns, heirs and personal representatives, subject to existing easements and valid rights, a permanent non-exclusive easement for ingress and egress, reconstruction, use and maintenance of an existing road, and ingress and egress, construction, reconstruction, use and

maintenance of a road segment over, upon, along, and across the following described lands in the County of Skamania, State of Washington:

- 1) 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 portions of the W1/2W1/2 of Section 17, and the NE1/4NE1/4 of Section 18, Township 7 North, Range 6 East, W.M.; and
- 2) A strip of land thirty (30) feet in width with such additional widths as may be necessary for needed cuts and fills to be constructed over and across that portion of the north 60 feet of the SW1/4SW1/4SW1/4 of Section 17, Township 7 North, Range 6 East, W.M., that lies west of the centerline of the existing road described above in item 1).

Said easements being fifteen (15) feet on each side of the centerline of the roads located approximately as shown on Exhibit A, attached hereto and made a part hereof.

The above grant and conveyance is 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 and his successors and assigns:

1. **Purpose.** Said right-of-way shall be used exclusively for timber management and as a means of personal ingress and egress to single family residences located on Grantee's property in the SE1/4SE1/4SE1/4 and E1/2SW1/4SE1/4SE1/4 of Section 18, Township 7 North, Range 6 East, Skamania County, Washington. Grantor reserves unto itself the right at its expense to relocate said road subject to the condition that, except for distance and curvature, such relocated roadway provide the same type and quality of unpaved roadway as may be established and maintained by Grantee at the time of such relocation.

Grantee recognizes that Grantor constructed or shall construct the road and right-of-way described herein for logging and other administrative purposes. Grantor's use of the road takes priority over Grantee's use. Grantee's exercise of the right granted herein shall not interfere with Grantor's operations.

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 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 third party shall be subject to the terms and conditions of this easement and shall not unreasonably interfere with the rights granted hereunder.

4. Maintenance. The cost of road maintenance, resurfacing and noxious weed control shall be allocated on the basis of respective uses of said road. When any party uses said road, 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, resurfacing and noxious weed control 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 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 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 road or a portion thereof shall pay its pro rata share of the cost incurred by said maintainer in maintaining or resurfacing of 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 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 which it would cause 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 hereto shall meet to agree on the cost of replacement, and the shares of replacement cost to be borne by each user of said road.

6. Construction and Improvement. Unless the parties hereto agree in writing to share the cost of improvements to said road 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. Grantee shall have the right to cut timber upon the premises to the extent

necessary for reconstructing and maintaining the road. Timber so cut shall, unless otherwise agreed to, be cut into logs of lengths specified by the Grantor and decked along the road for disposal by the Grantor.

8. Insurance. Grantee, and Grantee's Permittees, 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 or its Permittees 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. Taxes. Grantee shall pay all taxes and/or assessments that may become chargeable against this easement, if separately assessed by statute. Grantee shall also pay for all damages including but not limited to timber, crops and grazing lands located within such easement or adjacent thereto arising out of the use or maintenance of this easement.

12. 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, (3) after a five (5) year period of nonuse, by a determination to cancel after 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; or (4) for breach of any of the terms hereof after notification and opportunity for hearing as prescribed by law.

13. 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.

14. Governing Law. This Agreement shall be interpreted, construed and enforced according to the laws of the State of Washington.

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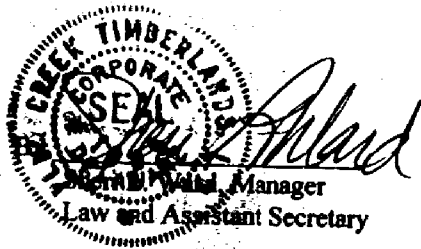
IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the day and year first above written.

GRANTOR:

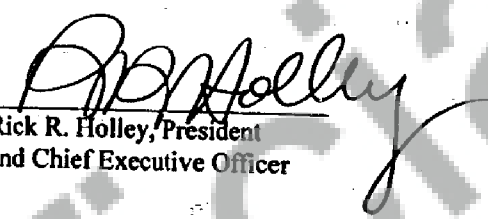
PLUM CREEK TIMBERLANDS, L.P.

Attest:


By Plum Creek Timber I, L.L.C.,
Its General Partner



By


Rick R. Holley, President
and Chief Executive Officer

GRANTEE:

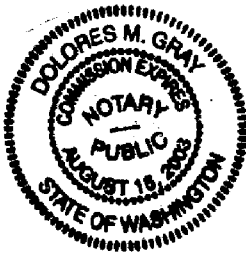

David A. Palena

ACKNOWLEDGMENT

STATE OF)
) ss
COUNTY OF)

I certify that I know or have satisfactory evidence that David A. Palena 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 12/7/99



Dolores M. Gray
Notary Public for the
State of WA
My appointment expires 8/18/2003
Printed Name Dolores M. Gray

ACKNOWLEDGMENT

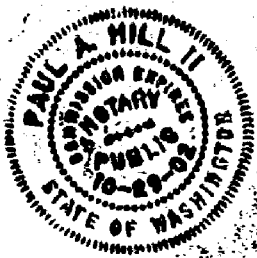
STATE OF WASHINGTON)

COUNTY OF KING)

)ss

On this 9th day of December 1999 before me personally appeared Rick R. Holley and Sheri L. Ward, to me known to be the President and Chief Executive Officer and the Manager Law and Assistant Secretary, respectively, of Plum Creek Timber I, L.L.C., General partner of Plum Creek Timberlands, L.P., the limited partnership that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited partnership for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument on behalf of the limited partnership and that the seal affixed is the seal of said limited partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



Paul A. Hill
Notary Public in and for the
State of Washington
Residing at Poulsbo
My Commission Expires 10/29/02
Printed Name Paul Hill

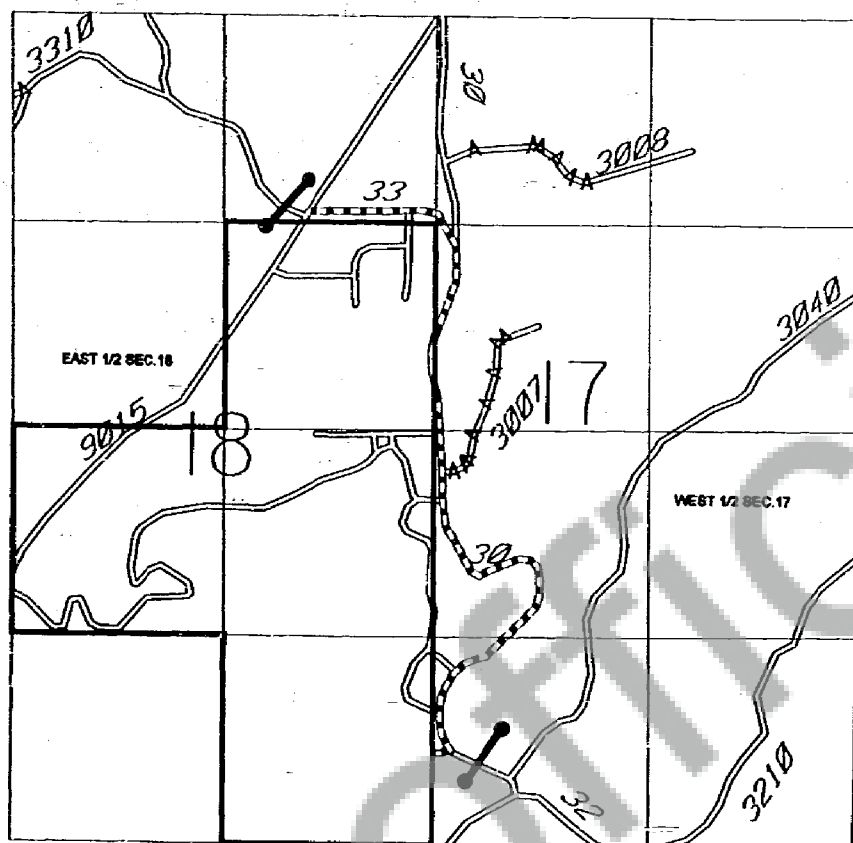



EXHIBIT "A"
Sec. 17&18 Twp. 7N Rge. 6E, W.M.
Skamania County, Washington

--- EASEMENT FROM PCTC TO PALENA
 --- EXISTING ROADS

SCALE IN FEET
 1000 0 1000


PlumCreek
 T.O.P.S. - T.C.B.
 DATE: 22-NOV-1989