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Plum Creak Timber Company, L.P.
999 Third Avenue, Suite 2300
Seattle, Washington 98104
File No. 907-11-96.210
Document No.59296

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SKAMANIA COUNTY TREASURER

#### BASEMENT

Grantor: PLUM CREEK TIMBERLANDS, L.P.
Grantee: SPIRIT LAKE RELOCATION ASSOCIATION, 4 PEAKS SUBDIVISION
Legal Description (abbreviated): Section 8, Township 7 North, Range 6
East, W.M., Skamania County, Washington
Additional Legal on Pages 1 and 2
Assessor's Tax Parcel ID#: 07060000070000
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THIS EASEMENT, dated this 20 day of \_\_\_\_\_\_\_\_, 2000, from PLUM CREEK TIMBERLANDS, 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 SPIRIT LAKE RELOCATION ASSOCIATION, 4 PEAKS SUBDIVISION, whose address is P.O. Box 412, Kelso, Washington 98626, its successors and assigns, hereinafter called "Grantee."

WITNESSETH: Gary H. Martin, Stamonia County Assessor

Date 2/30/60 Percet # 7-6-60 no-700

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 its successors and assigns, subject to existing easements and valid rights, a permanent non-exclusive easement and right-of-way for a water storage tank, a buried water pipeline and the use and maintenance of an existing road, over, upon, along, under, and across the following described lands in the County of Skamania, State of Washington:

A portion of land in the NW1/4NW1/4 of Section 8, Township 7 North, Range 6 East, W.M. and a strip of land being ten (10)

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feet on each side of the centerline of an existing road with such additional widths as may be necessary for needed cuts and fills over and across a portion of the NW1/4NW1/4 of Section 8, Township 7 North, Range 6 East, W.M. (collectively, the "Easement"). Said Easement is located approximately as shown on Exhibit A, attached hereto and by this reference 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 its successors and assigns:

- 1. Purpose. The Easement and right-of-way conveyed herein is for the use, maintenance and repair of a 6000 gallon water storage tank and a buried water pipeline; and the maintenance, repair and use of an existing road over, upon, along, under and across said Easement and right-of-way. Grantee, its successors and assigns, may improve or replace said water storage tank and a buried water pipeline provided that said improvements and/or replacements shall not exceed the size and/or capacity of the water storage tank and/or water transmission line existing on, over, across or within the Easement on the date first above written.
- 2. Relocation. Grantor reserves unto itself, its successors and assigns the right at its expense to relocate said road subject to the condition that, except for distance and curvature, such relocated roadway provides the same type and quality of unpaved roadway as may be established and maintained by Grantee at the time of such relocation.
- 3. Reserved Rights. 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 right-of-way in a manner that will not unreasonably interfere with the rights granted to Grantee hereunder. Grantor shall have no liability or obligation of any kind to Grantee for losses or damages due to the interruption of operation or use of said water storage tank and/or water pipeline by reason of the exercise by Grantor of its rights reserved in this paragraph, provided that utilization of this right does not include a right to construct or maintain any building or any other structure.
- 4. 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.

5. Maintenance. 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, 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 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 and 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.

- 6. 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.
- 7. Road 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.

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- 8. Right-of-Way Timber. Grantor reserves to itself all timber now on or hereafter growing within said right-of-way or 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 Grantor and decked along the road for disposal by the Grantor.
- 9. Exercise of Rights. Grantee may permit its contractors, licensees, lessees and their agents, hereinafter individually referred to as "Permittee" and collectively referred to as "Permittees," to exercise the rights granted to it herein.
- 10. Insurance. Grantee or Grantee's Permittees shall obtain and, during the term of such use, maintain a policy of liability insurance in a form and by an insurance company acceptable to Grantor. Coverage requirements shall be as follows:
- (a) A policy of Commercial General Liability Insurance to include limits of \$1,000,000 combined single limit Bodily Injury and Property Damage each occurrence. Extensions of coverage to include Contractual Liability, Broad Form Property Damage, Completed Operations, Cross Liability and Pollution arising out of heat, smoke or fumes from a Hostile Fire. Additionally, the policy shall not exclude X, C or U (Explosion, Collapse or Underground.)
- (b) Automobile Liability insurance with minimum limits of \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage coverage. Coverage shall extend to all owned, hired or non-owned vehicles.
- (c) Contractors (or Loggers) Broad Form B Property Damage Liability Insurance with a limit of \$1,000,000 per occurrence.
- (d) The policies specified in this Paragraph 10 shall include an endorsement which shall name Plum Creek Timber Company, Inc. and Subsidiaries and/or Affiliates as additional insureds on a primary basis for the duration of the contract term. The additional insured endorsement must be ISO CG20 10 11 85 or other form with like wording. Contractors must maintain completed operations coverage with additional insured extension for a period of two (2) years after completion and acceptance by Grantor of the work performed.

- (e) The policies specified in this Paragraph 10 shall include an endorsement which shall provide that Grantor will be given a 30-day written notice at Suite 2300, 999 Third Avenue, Seattle, Washington 98104-4096, prior to cancellation or material change in the policy.
- (f) All liability coverages must be on an "occurrence" basis as opposed to "claims made."
- (g) All such insurance shall be in a form and company acceptable to Grantor sufficient to protect Grantee's Permittees, contractors and its subcontractors, to the extent that they are involved in the work, and Grantor against the claims of third persons, and to cover claims by Grantor against Grantee's Permittees or contractor for which Grantee has assumed liability under this agreement.

Prior to commencement of operations, Grantes or its contractor or Permittee shall furnish to Grantor a certificate of insurance, dated and signed by the stated, authorized agent for the insuring company or companies, containing a representation that coverage of the types listed above is provided with the required limits and the stated endorsements. Grantor reserves the right to require a certified copy of the policy(ies) or to examine the actual policy(ies). Said certificate(s) of insurance will be sent to Grantor at the above address.

- 11. 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.
- 12. <u>Liens</u>. 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.
- 13. 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.

- 14. Termination. If Grantee determines that the Easement or any segment thererof, is no longer needed, that portion of the Easement 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 water storage tank; potable water transmission line and/or 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.
- 15. 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.
- 16. Governing Law. This Agreement shall be interpreted, construed and enforced according to the laws of the State of Washington.

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

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sistant Secretary

PLUM CREEK TIMBERLANDS, L.P.

BY: Plum Creek Timber I, L.L.C.

Its General Partner

BY:

Rick R. Holley, President and Chief Executive Officer

GRANTEE:

SPIRIT LAKE RELOCATION ASSOCIATION, 4 PEAKS SUBDIVISION

nv.

Sunda M. Knig

6-12-00

### ACKNOWLEDGMENT

STATE OF WASHINGTON COUNTY OF COWLITZ

on this 12 day of June , 2000, before me personally appeared himle. You to me known to be the Side of Spirit Lake Relocation Association, 4 Peaks Subdivision, the association that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and resolution for the uses and purposes. voluntary act and deed of said association for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument on behalf of the association.

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

Notary Public in and for the State of Shington
Residing at Coulting
My Commission Expires 118001
Printed Name Vince Ellis

### ACKNOWLEDGMENT

STATE OF WASHINGTON )
SECOUNTY OF KING )

On this 20 day of \_\_\_\_\_\_\_, 2000, before me personally appeared Rick R. Holley and \_\_\_\_\_\_\_\_, to me known to be the President and Chief Executive Officer and the 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.

Notary Public in and for the State of Washington Residing at James 129/2 2000 Scrinted Name ANA L. O. MACK

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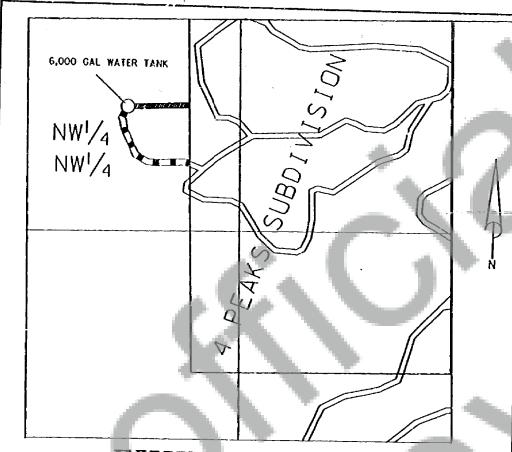


EXHIBIT "A" NW1/4 OF Sec. 8 Twp. 7N Rge. 6E, W.M. SKAMANIA County, Washington

- ROAD EASEMENT FROM PC TO SPIRIT LAKE RELOCATION ASSOCIATION WATERLINE EASEMENT FROM PC TO SPIRIT LAKE RELOCATION ASSOCIATION
- **EXISTING ROADS**

PlumCreek T.O.P.S.~ TCR

DATE: 02-FEB-2000

SCALE IN FEET