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BOOK 221 PAGE 369

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SEAL
Longview Fibre

MAR 6 2 10 PM '02

J. MICHAEL GARVISON

After Recording,
Document Returned to:

Longview Fibre Company
P. O. Box 667
Longview, WA 98632

REAL ESTATE EXCISE TAX

22085

MAR - 6 2002

PAID

\$32.00

SKAMANIA COUNTY TREASURER

Grantor: Sherman Ranch Trust
Grantee: Longview Fibre Company, a Washington corporation
Legal Description (abbreviated): Ptn. SW $\frac{1}{4}$ SE $\frac{1}{4}$, Section 3, Township 2 North, Range 7 East, Skamania County, WA
Assessor's Tax Parcel I.D. No.: 02-07-03-0-0-0400-00

EASEMENT FOR RIGHT-OF-WAY

KNOW ALL MEN BY THESE PRESENTS: That the Grantor, SHERMAN RANCH TRUST, for and in consideration of TWO THOUSAND FIVE HUNDRED NO/100 DOLLARS (\$2,500.00) 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, a perpetual but non-exclusive easement, only as long as LONGVIEW FIBRE COMPANY owns the benefited property, for right-of-way over existing roads on, over, across, and through that portion of the Grantor's lands situated in the Southwest quarter of the Southeast quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 3, Township 2 North, Range 7 East, Willamette Meridian, in Skamania County, Washington, as shown on Exhibit "A", 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 use and maintenance of a road to provide access to and from lands now owned or hereafter acquired by Grantee and to provide access to said lands for land management and administrative activities.
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. Grantee shall be responsible for road maintenance.
5. 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.
6. 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.

7. 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 Skamania County, Washington.

This easement shall be governed by the Laws of the State of Washington, both as to interpretation and performance.

8. 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:

	Limits	
	Each Occurrence	Aggregate
(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

All policies shall name Grantor as an additional insured.

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 thirty (30) days written notice prior to any cancellation or modification.

9. Grantee agrees to save, defend, and hold harmless Grantor from all claims, costs, damage, or expense of any kind (i.e., erosion, pollution, fires) 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.

10. 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 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.

14. Whenever the context so requires, the neuter gender includes the masculine and/or feminine, and the singular number includes the plural, and vice versa.

IN WITNESS WHEREOF, the parties have executed this instrument this 25TH day of JANUARY, 2002.

GRANTOR:

SHERMAN RANCH TRUST

By:

Clint R. Sherman

Its:

Administrator

GRANTEE:

LONGVIEW FIBRE COMPANY

By:

David L. Bowden

Its:

Senior Vice President-Timber

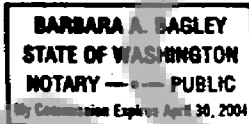
STATE OF WASHINGTON)

County of Cowlitz)

On this 15th day of JANUARY, 2002, before me personally appeared DAVID L. BOWDEN, to me known to be the Senior Vice President-Timber, of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

Date 03-06-02 Parcel # 02-07-03-0-0-0400-00

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

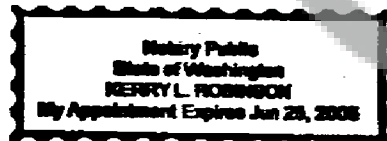


Barbara A. Bagley
Notary Public in and for the State of Washington
My Commission Expires: 4/30/04

STATE OF WASHINGTON)
County of JEFFERSON) ss.

On this 25th day of JANUARY, 2002, before me personally appeared CLINT R. SHERMAN, Administrator of the Sherman Ranch Trust, 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.



Kerry L. Robinson
Notary Public in and for the State of WASHINGTON
My Commission Expires: 6/28/05

