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BOOK 256 PAGE 774

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P. O. Box 667  
Longview, WA 98632

REAL ESTATE EXCISE TAX

N/A

JAN 20 2004

PAID

N/A

SKAMANIA COUNTY TREASURER

Grantor: Longview Fibre Company, a Washington corporation  
Grantee: ANE Forest of Lewis River, Inc. a Washington Corporation  
Legal Description (abbreviated): SE $\frac{1}{4}$ SE $\frac{1}{4}$  of Sec. 10, Twn. 7 North, Rge. 5 East, W.M. Skamania County, WA  
Assessor's Tax Parcel I.D. No.: 07-05-00-0-1100-00  
Grantor: ANE Forest of Lewis River, Inc. a Washington Corporation  
Grantee: Longview Fibre Company, a Washington corporation  
Legal Description (abbreviated): W $\frac{1}{2}$ , NE $\frac{1}{4}$  of Sec. 16, Twn. 7 North, Rge. 5 East, W.M., Skamania County, WA  
Assessor's Tax Parcel I.D. No.: Sec 16: 07 05 00 00 1600 00  
0705 00 00 1601 00

EASE  
7-5-1100 1-16-01  
1600  
1601

RECIPROCAL EASEMENT

THIS AGREEMENT, made and entered into this 19th day of November, 2002, by and between ANE FOREST OF LEWIS RIVER, a Washington Corporation, hereinafter called "ANE FOREST", and LONGVIEW FIBRE COMPANY, a Washington corporation, hereinafter called "FIBRE";

WITNESSETH:

The parties hereby grant and agree as follows:

1. ANE FOREST, for and in consideration of the grant hereinafter made by FIBRE, hereby grants and conveys to FIBRE, its successors and assigns, a perpetual nonexclusive easement, said easement being fifty (50) feet in width, over existing roads for right-of-way on, over, across and through that portion of ANE FOREST's lands situated in the West half (W $\frac{1}{2}$ ) and the Northeast quarter (NE $\frac{1}{4}$ ) of Section 16, Township 7 North, Range 5 East, W.M., Skamania County, Washington; said easement being 25 feet on each side of the centerline, more particularly described in Exhibit "A" and as shown on Exhibit "B", both attached hereto and by this reference made a part hereof.
2. FIBRE, for and in consideration of the grant hereinabove made, hereby grants and conveys to ANE FOREST, its successors and assigns, a perpetual nonexclusive easement, said easement being fifty (50) feet in width over existing roads, for right-of-way on, over, across and through that portion of FIBRE's lands situated in the Southeast quarter of the Southeast quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$ ) of Section 10, Township 7 North, Range 5 East W.M., Skamania County, Washington; said easement being 25 feet on each side of the centerline, more particularly described in Exhibit "C" and as shown on Exhibit "D", 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:



3. The easements are conveyed for the purposes of improving, maintaining, and use of a road to haul forest products and other valuable materials from lands now owned or hereafter acquired by the parties and to provide access to said lands for land management and administrative activities.

4. Each party 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 rights-of-way in a manner that will not unreasonably interfere with the rights granted herein.

5. Each party reserves the right to authorize third parties to use their 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 the other party herein.

6. The cost of road maintenance and resurfacing shall be allocated on the basis of respective uses of said roads. When any party uses said roads, 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 roads are being used solely by one party, such party shall maintain that portion of said roads so used to the standards existing at the time use is commenced. During periods when more than one party are using said roads, 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.

7. 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 roads occasioned by it which is in excess of that caused through normal and prudent usage of said roads. Should inordinate damage to said roads occur which is not caused by an authorized user of said roads, 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 roads.

8. 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.

9. Each party reserves to itself all timber now on or hereafter growing within the right-of-way on its lands and the right to remove said timber via the right-of-way herein granted.

10. Each party may permit its respective agents, contractors, licensees, lessees, purchasers of timber or other valuable materials and their agents, hereinafter individually referred to as "Permittee" and collectively referred to as "Permittees", to exercise the rights granted to it herein.

11. 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 any 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.

12. ANE FOREST agrees to save, defend, and hold harmless FIBRE from all claims, costs, damage, or expense of any kind arising out of the occupancy or use of said roads by it, its permittees, or



employees and to require of its contractors and purchasers of timber or other valuable resources using said roads or their contractors using said roads, the same agreement for the benefit of FIBRE.

It is also understood and agreed that FIBRE will save, defend, and hold harmless ANE FOREST from all claims, costs, damage, or expense of any kind arising out of the occupancy or use of said roads by FIBRE, its permittees, or employees and to require of its contractors and purchasers of its timber or other valuable resources using said roads or their contractors using said roads, the same agreement for the benefit of ANE FOREST.

13. Each party shall require each of its permittees, before using any of said roads on the lands of the other party, 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 said permittee 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	\$2,000,000	\$2,000,000
(2) Automobile Liability:		
Combined Single Limit Bodily Injury and Property Damage	\$1,000,000	

All policies shall name Grantor as an additional insured.

- B. Deliver to each party a certificate from the insurer of said permittee 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 each party thirty (30) days written notice prior to any cancellation or modification.
- C. During the term hereof, and for the extended period described below, each party shall procure, for the mutual benefit of the parties, commercial liability coverage, together with aircraft and chemical liability coverage therewith, from recognized A.M. Best rated companies of A VIII or better. All coverage shall be primary to Owner and non-contributory to Owner's other coverage. The policies may not exclude so-called pollution events or accidents. The carrier shall provide a waiver of subrogation to Owner.
- D. Insured's insurance carrier shall also provide Owner with a Commercial General Liability form CG 24 04 10 93 (with the protections further described herein). The minimum amount of liability coverage shall be \$2 Million in the aggregate and \$2 Million per occurrence. Owner shall be named as an additional primary insured and shall receive an endorsement evidencing that status under a 1985 CG2010 ADDITIONAL INSURED OWNERS, LESSEES OR CONTRACTORS (FORM B), together with an original copy of the insurance policy to be provided to Owner. Coverage shall be afforded for Owner's direct, indirect (vicarious), contributory,



comparative and sole negligence (to the extent such coverage for sole negligence would otherwise be permissible if Owner procured the policy directly from carrier).

- E. In the event of cancellation, the Insured's carrier shall furnish Owner at least ten (10) days prior written notice of cancellation.
- F. The foregoing coverage shall be procured before, and shall be in full force and effect at all times during, the term hereof. In the event that the Insured's policy is a "claims made" form, Insured shall be contractually bound to provide identical coverage to Owner on a "contractual" basis for an additional three years after the expiration of the term to cover claims during term; and, in the event it does not, Owner may procure same for Insured's account and charge Insured the cost thereof.

14. Each party 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 parties have executed this instrument this 19th day of November, 2002. JANUARY 12, 2004

LONGVIEW FIBRE COMPANY:

ANE FOREST

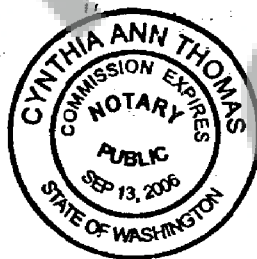
By: David L. Bowden  
David L. Bowden  
Its: Senior Vice President-Timber

By: Sorn Nymark  
Sorn Nymark  
Its:

STATE OF WASHINGTON )  
County of Cowlitz ) ss.

On this 19th day of November, 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.

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



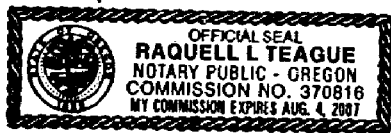
Cynthia Ann Thomas  
Notary Public in and for the State of Washington  
My Commission Expires: 9-13-06



STATE OF Oregon )  
County of Lincoln ) ss.

On this 12<sup>th</sup> day of January, 2007, before me personally appeared SORN NYMARK to me known to be the President 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.

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



Raquell L. Teague  
Notary Public in and for the State of Oregon  
My Commission Expires: Aug 4, 2007



## EXHIBIT "A"

## EASEMENTS (7900 &amp; 7925 ROADS)

An easement 50 feet in width, 25 feet on each side of the apparent centerline of a existing road, located in Section 16, Township 7 North, Range 5 East, of the Willamette Meridian in Skamania County, Washington; Described as follows: Beginning at a point of intersection between two existing roads, Road 90 and 7900, said intersection being North 63 degrees 46 minutes East a distance of 1378.4 feet from the southwest section corner of Section 16, thence along the apparent centerline of said road 7900 the following courses;

Thence North 14 degrees 22 minutes East a distance of 126.3 feet;  
 Thence North 00 degrees 36 minutes East a distance of 220.2 feet;  
 Thence North 14 degrees 27 minutes West a distance of 64.6 feet;  
 Thence North 33 degrees 03 minutes West a distance of 122.6 feet;  
 Thence North 14 degrees 00 minutes West a distance of 114.4 feet;  
 Thence North 19 degrees 13 minutes East a distance of 114.8 feet;  
 Thence North 32 degrees 20 minutes East a distance of 67.6 feet;  
 Thence North 86 degrees 48 minutes East a distance of 78.0 feet;  
 Thence South 80 degrees 35 minutes East a distance of 130.2 feet;  
 Thence North 75 degrees 32 minutes East a distance of 137.9 feet;  
 Thence South 86 degrees 36 minutes East a distance of 82.6 feet;  
 Thence North 76 degrees 12 minutes East a distance of 74.5 feet;  
 Thence North 46 degrees 17 minutes East a distance of 121.5 feet;  
 Thence North 07 degrees 16 minutes West a distance of 121.2 feet;  
 Thence North 06 degrees 36 minutes West a distance of 131.6 feet;  
 Thence North 26 degrees 40 minutes East a distance of 125.1 feet;  
 Thence North 08 degrees 51 minutes East a distance of 92.1 feet;  
 Thence North 18 degrees 18 minutes East a distance of 63.9 feet;  
 Thence North 19 degrees 25 minutes West a distance of 52.6 feet;  
 Thence North 29 degrees 18 minutes West a distance of 84.0 feet;  
 Thence North 05 degrees 23 minutes East a distance of 75.7 feet;  
 Thence North 22 degrees 19 minutes East a distance of 161.0 feet;  
 Thence North 35 degrees 13 minutes East a distance of 222.6 feet;  
 Thence North 38 degrees 39 minutes East a distance of 68.4 feet;  
 Thence North 69 degrees 10 minutes East a distance of 74.9 feet;  
 Thence North 73 degrees 46 minutes East a distance of 186.7 feet;  
 Thence North 37 degrees 22 minutes East a distance of 93.7 feet;  
 Thence North 43 degrees 58 minutes East a distance of 57.5 feet;  
 Thence North 71 degrees 07 minutes East a distance of 103.2 feet;  
 Thence North 58 degrees 53 minutes East a distance of 92.8 feet;  
 Thence North 26 degrees 19 minutes East a distance of 107.9 feet;  
 Thence North 12 degrees 29 minutes East a distance of 135.8 feet;  
 Thence North 37 degrees 46 minutes East a distance of 75.8 feet;  
 Thence North 60 degrees 49 minutes East a distance of 96.2 feet;  
 Thence North 80 degrees 13 minutes East a distance of 66.6 feet;



Thence South 81 degrees 39 minutes East a distance of 161.0 feet;  
 Thence South 83 degrees 17 minutes East a distance of 124.5 feet;  
 Thence South 65 degrees 20 minutes East a distance of 62.8 feet;  
 Thence South 49 degrees 43 minutes East a distance of 89.4 feet;  
 Thence South 69 degrees 36 minutes East a distance of 99.3 feet;  
 Thence North 69 degrees 40 minutes East a distance of 116.6 feet;  
 Thence North 77 degrees 42 minutes East a distance of 97.7 feet;  
 Thence North 65 degrees 18 minutes East a distance of 75.3 feet;  
 Thence North 65 degrees 09 minutes East a distance of 121.1 feet;  
 Thence South 58 degrees 43 minutes East a distance of 126.0 feet;  
 Thence North 84 degrees 48 minutes East a distance of 180.1 feet;  
 Thence North 75 degrees 14 minutes East a distance of 283.8 feet;  
 Thence North 71 degrees 04 minutes East a distance of 189.6 feet;  
 Thence North 76 degrees 34 minutes East a distance of 134.3 feet;  
 Thence North 89 degrees 00 minutes East a distance of 57.5 feet;  
 Thence North 00 degrees 26 minutes East a distance of 68.1 feet;  
 Thence North 16 degrees 18 minutes East a distance of 82.3 feet;  
 Thence North 10 degrees 35 minutes East a distance of 80.2 feet;  
 Thence North 24 degrees 45 minutes West a distance of 44.7 feet;  
 Thence North 15 degrees 47 minutes East a distance of 54.8 feet;  
 Thence North 78 degrees 25 minutes West a distance of 75.3 feet;  
 Thence North 25 degrees 36 minutes West a distance of 37.2 feet;  
 Thence North 08 degrees 46 minutes East a distance of 41.4 feet;  
 Thence North 57 degrees 42 minutes East a distance of 51.7 feet;  
 Thence North 71 degrees 52 minutes East a distance of 58.7 feet;  
 Thence South 77 degrees 40 minutes East a distance of 59.6 feet;  
 Thence South 71 degrees 28 minutes East a distance of 63.8 feet;  
 Thence South 81 degrees 34 minutes East a distance of 164.8 feet;  
 Thence South 75 degrees 36 minutes East a distance of 72.9 feet;  
 Thence North 86 degrees 36 minutes East a distance of 53.8 feet;  
 Thence North 55 degrees 47 minutes East a distance of 149.0 feet;  
 Thence North 65 degrees 16 minutes East a distance of 139.3 feet;  
 Thence South 83 degrees 48 minutes East a distance of 17.7 feet to station  
 69+78.0 which lies on the east section line of said Section 16 at a point South 1 degree  
 46 minutes West a distance of 1337.8 feet from the northeast section corner of said  
 Section 16.



Also an easement 50 feet in width, 25 feet on each side of the apparent centerline of an existing road, located in Section 16, Township 7 North, Range 5 East, of the Willamette Meridian in Skamania County, Washington; Described as follows: Beginning at a point of intersection between two existing roads, Road 7900 and 7925, said intersection being South 26 degrees 57 minutes West a distance of 1576.4 feet from the northeast section corner of Section 16, thence along the apparent centerline of said road 7925 the following courses;

Thence North 53 degrees 03 minutes East a distance of 48.1 feet;  
 Thence North 43 degrees 10 minutes East a distance of 24.9 feet;  
 Thence North 56 degrees 14 minutes East a distance of 229.2 feet;  
 Thence North 44 degrees 54 minutes East a distance of 109.4 feet;  
 Thence North 76 degrees 10 minutes East a distance of 52.5 feet;  
 Thence North 25 degrees 06 minutes East a distance of 75.9 feet;  
 Thence North 53 degrees 17 minutes East a distance of 72.7 feet;  
 Thence North 43 degrees 14 minutes East a distance of 65.6 feet;  
 Thence North 47 degrees 32 minutes East a distance of 66.7 feet;  
 Thence North 47 degrees 03 minutes East a distance of 65.1 feet;  
 Thence North 01 degrees 12 minutes East a distance of 26.0 feet;  
 Thence North 01 degrees 18 minutes East a distance of 68.9 feet;  
 Thence North 05 degrees 00 minutes West a distance of 26.0 feet;  
 Thence North 46 degrees 00 minutes West a distance of 37.0 feet;  
 Thence North 79 degrees 00 minutes West a distance of 59.0 feet;  
 Thence South 79 degrees 00 minutes West a distance of 31.0 feet;  
 Thence South 66 degrees 00 minutes West a distance of 56.0 feet;  
 Thence South 85 degrees 42 minutes West a distance of 46.1 feet;  
 Thence South 49 degrees 44 minutes West a distance of 63.2 feet;  
 Thence South 65 degrees 06 minutes West a distance of 62.8 feet;  
 Thence South 59 degrees 12 minutes West a distance of 74.6 feet;  
 Thence South 58 degrees 13 minutes West a distance of 56.0 feet;  
 Thence South 72 degrees 47 minutes West a distance of 104.4 feet;  
 Thence North 17 degrees 40 minutes West a distance of 77.4 feet;  
 Thence North 26 degrees 12 minutes West a distance of 54.2 feet;  
 Thence North 01 degrees 49 minutes East a distance of 74.1 feet;  
 Thence North 10 degrees 53 minutes West a distance of 33.8 feet;  
 Thence North 23 degrees 59 minutes West a distance of 122.2 feet;  
 Thence North 23 degrees 15 minutes East a distance of 44.6 feet;  
 Thence North 29 degrees 47 minutes East a distance of 58.1 feet;  
 Thence North 34 degrees 56 minutes East a distance of 124.8 feet;  
 Thence North 28 degrees 47 minutes East a distance of 196.2 feet;  
 Thence North 57 degrees 56 minutes East a distance of 165.7 feet;  
 Thence North 31 degrees 52 minutes East a distance of 64.7 feet;  
 Thence North 55 degrees 11 minutes East a distance of 122.6 feet;  
 Thence North 66 degrees 43 minutes East a distance of 41.9 feet to station  
 27+01.7 which lies on the north section line of said Section 16 at a point North 88  
 degrees 38 minutes West a distance of 211.8 feet from the northeast section corner of  
 said Section 16.



EASEMENT  
ANE FOREST OF LEWIS RIVER INC.  
TO  
LONGVIEW FIBRE COMPANY  
SECTION 16 T7N R5E, W.M.  
SKAMANIA COUNTY, WASHINGTON

EXHIBIT "B"

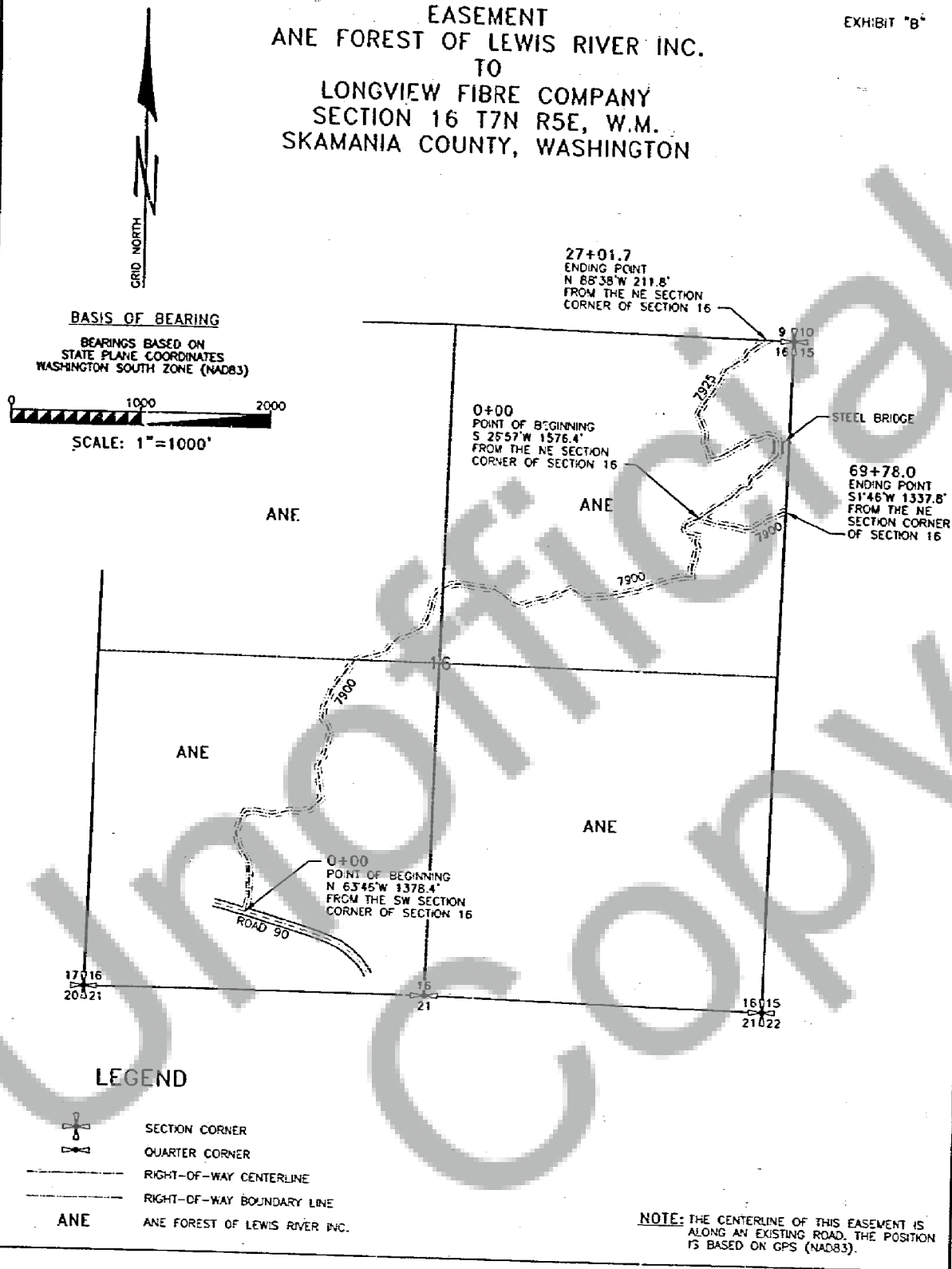




EXHIBIT "C"

EASEMENT (7925 ROAD)

All that portion of the described easement 50 feet in width, 25 feet on each side of the apparent centerline of an existing road 7925, located in Section 10, Township 7 North, Range 5 East, of the Willamette Meridian in Skamania County, Washington; Described as follows: Beginning at a point of intersection between a section line common to Sections 15 & 10 and an existing road 7925, said intersection being North 89 degrees 20 minutes West a distance of 125.0 feet from the southeast section corner of Section 10, thence along the apparent centerline of said road 7925 North 57 degrees 31 minutes East a distance of 150.4 feet intersecting with a section line common to Sections 10 & 11 at a point North 1 degree 16 minutes West a distance of 82.2 feet from the southeast section corner of said Section 10.



