

AFTER RECORDING, RETURN TO:

Longview Timberlands LLC
PO Box 667
10 International Way
Longview, WA 98632
Attn: Christopher M. Lipton

EASEMENT AGREEMENT

137795
Grantor: LONGVIEW TIMBERLANDS LLC

Grantee: FARWEST PORTABLE CRUSHING, INC.

Abbreviated Legal Description(s): Ptns. S1/2, Sec. 9, T2N, R7E, W.M.
Ptns. SW1/4NE1/4, N1/2SE1/4, SE1/4NW1/4,
GL 8, Sec. 16, T2N, R7E, W.M.

Tax Parcel Account Number(s): **REAL ESTATE EXCISE TAX** 20100
02071600021000
WA 02071600020000

Reference number(s) of related documents: OCT 28, 2013 N/A
PAID WA
Michael J. DePuy
SKAMANIA COUNTY TREASURER

THIS EASEMENT AGREEMENT (“**Agreement**”) is made effective as of October 22, 2013, between LONGVIEW TIMBERLANDS LLC, a Delaware limited liability company, herein called “**Grantor**,” and FARWEST PORTABLE ROCK CRUSHING, INC., a Washington corporation, herein called “**Grantee**.”

Grantor owns certain real property located in portions of Section 16, Township 2 North, Range 7 East, Willamette Meridian, Skamania County, Washington, more particularly described on attached **Exhibit B** (the “**Grantor’s Property**”). on page 11

Grantee owns the West Half of Northwest Quarter (W1/2 NW1/4) and the South Half (S1/2), in Section 9, Township 2 North, Range 7 East of Willamette Meridian, in the County of Skamania, State of Washington, excepting that portion lying West of the thread of Greenleaf Creek (the “**Benefitted Property**”).

Grantee desires to obtain an easement over an existing road located on Grantor’s Property for the purpose of providing access to the Benefitted Property.

NOW THEREFORE, for valuable consideration, receipt of which is acknowledged, Grantor hereby grants to Grantee a nonexclusive easement and right-of-way sixty (60) feet in width, being thirty (30) feet in width on either side of the centerline of the existing road located on Grantor's Property ("**Road**") traversing portions of Government Lot 8, the SE1/4NW1/4, the SW1/4NE1/4 and the N1/2SE1/4 of Section 16, Township 2 North, Range 7 East, Willamette Meridian, Skamania County, Washington, located approximately as shown on attached **Exhibit A**, connecting with an existing road on the southerly boundary of Section 16 in Government Lot 8 approximately at point "A" illustrated on attached **Exhibit A**, and running therefrom generally northeasterly, southeasterly and northerly to a point on the northern boundary of the NE1/4SE1/4 of Section 16, approximately at point "B" illustrated on attached **Exhibit A**.

This easement is granted on the following terms and conditions:

1. **Use.** The rights granted herein are for the use of the Road for the limited purposes of ingress and egress to the Benefitted Property in connection with the operation, development, extraction, mobilization and hauling of rock, sand, and other construction aggregate products from the surface mines operated by Grantee on the Benefitted Property.

2. **Road Crossing; Grantor's Reservations.** Grantee's right to use the Road is non-exclusive and is concurrent with the rights of the Grantor, and any third-party licensees, contractors or permittees of the Grantor. Grantor reserves for itself and its successors and assigns the right, at all times for any and all purposes, to use, cross and re-cross, at any place on grade or otherwise, patrol and repair the Road on lands owned by it, in any manner that will not unreasonably interfere with the rights granted to Grantee hereunder. Grantee acknowledges that Grantor's Property is situated near or within commercial timberlands owned or operated by Grantor and its affiliates and, as a result, the easement granted herein is subject to any restrictions or limitations imposed by applicable forest practice rules, the current forest practice plan or plans in effect with respect to Grantor's Property and the reasonable business needs of Grantor in the conduct of its ongoing timber harvest and forest management operations. Grantor expressly reserves the right, in its sole discretion, to close the Road for reasonable forest management purposes, including, without limitation, fire suppression activities, road damage due to weather or other causes not in Grantee's control, and the prevention of commercially unreasonable disruption or stoppage of Grantor's timber harvest, maintenance and management operations on account of Grantee's use of the Road.

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

4. **Maintenance.** The cost of road maintenance shall be allocated on the basis of respective uses of the Road. When any party uses the 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 the Road, or a portion thereof, is being used solely by one party, such party shall maintain that portion of the Road so used at a standard no less than the standards existing at the time use commenced. During periods when more than one party or its Permittees, as defined below, is using the Road, or a portion thereof, the parties hereto shall meet and establish necessary maintenance provisions. Such provisions shall include, but 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 of the Road or the portion thereof being used; and

(b) A method of payment by which each party shall pay its pro rata shares of the cost incurred by said maintainer in maintaining the Road or portion thereof.

For the purposes of this Agreement, maintenance is defined as the work normally necessary to preserve and keep the roadway, road structure and road facility as nearly as possible in their present condition or as hereafter improved.

5. Road Damage. Each party using any portion of the Road shall repair or cause to be repaired, at its sole cost and expense, that damage to the Road occasioned by it which is in excess of that which it would be caused through normal and prudent usage of the Road. Should inordinate damage to the Road occur which is not caused by an authorized user of the 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 the Road.

6. Improvements. Unless the parties hereto agree in writing to share the cost of improvements in advance of such improvements being made, said improvements shall be solely for the account of the improver. Grantee shall not make any improvements (as contrasted with maintenance of the Road) without Grantor's prior written consent. Should Grantee desire to construct any improvements to the Road, Grantee shall present a written proposal to Grantor specifying the location, size and specifications of the improvements. Grantor shall specify either its written approval, disapproval, or required modifications within thirty (30) days of Grantee's request. Such approval shall not be unreasonably withheld or conditioned by Grantor, unless Grantor, in Grantor's sole discretion, determines that the proposed improvements will unreasonably affect the suitability of the Road for Grantor's timber harvest, management and maintenance activities.

7. Right of Way Timber. Grantor hereto reserves to itself all timber now on or hereafter growing within the right of way of the Road.

8. Exercise of Rights. Grantee may permit its agents, contractors, licensees, vendors, lessees, purchasers of rock or other valuable materials, and their agents, herein individually referred to as "**Permittee**" and collectively referred to as "**Permittees**," to exercise the rights granted to it herein provided such use by any Permittee is directly related to the limited purposes for which this easement is granted.

9. Indemnification. Grantee agrees to defend, indemnify and save harmless Grantor from and against all causes of action, litigation, cost, loss, liability, damage and expense (including attorneys' fees) for injury or death to persons, whomsoever, and damage to or loss of property, to whomsoever belonging, arising out of or in any way connected with the use of the Road by Grantee and its Permittees, unless such causes of actions, litigation, cost, loss, liability, damage and expense results from the sole negligence of Grantor.

GRANTEE ACKNOWLEDGES THAT THE FOREGOING PROVISIONS OF THIS REQUIRE GRANTEE TO INDEMNIFY GRANTOR AGAINST CLAIMS MADE BY EMPLOYEES OF GRANTEE. GRANTEE EXPRESSLY WAIVES ANY AND ALL IMMUNITIES WHICH GRANTEE MAY HAVE UNDER AND PURSUANT TO THE PROVISIONS OF RCW TITLE 51 AS THE SAME MAY BE HEREAFTER AMENDED. GRANTEE ACKNOWLEDGES THAT THE WAIVER OF SUCH IMMUNITY(IES) WAS SEPARATELY NEGOTIATED AND MUTUALLY AGREED UPON BETWEEN GRANTOR AND GRANTEE.

10. Insurance. Before using the Road, Grantee shall obtain and maintain in full force and effect during the term hereof, at its sole expense, the following insurance coverages and shall require the same of each of its Permittees (with the exception of clause (c)):

(a) Commercial General Liability Insurance, applicable to all premises and operations, including bodily injury, property damage without any exclusions of coverage for earth movement or for explosion, collapse and underground hazards, blanket contractual liability (covering all obligations and indemnities set forth in the Agreement), independent contractors, products/completed operations, and covering sudden and accidental pollution, with limits of liability of not less than (i) \$1,000,000 each occurrence, (ii) \$2,000,000 products/completed operations aggregate, and (iii) \$2,000,000 general aggregate.

(b) Business Automobile Liability insurance including coverage for all owned, non-owned, leased, used, hired, or borrowed vehicles, with a combined single limit for both bodily injury and property damage of \$1,000,000 per occurrence. To the extent required by applicable law, Grantee and any Permittee will obtain an MCS-90 endorsement.

(c) Loggers' Property Damage Liability – Broad Form, contractual liability exclusion deleted, with minimum limits of at least \$1,000,000 per occurrence and \$2,000,000 aggregate and including a minimum limit of at least \$300,000 for non-negligent fire fighting.

Before using the Road, Grantee shall furnish Grantor with copies of the required insurance policies or certificates of insurance evidencing compliance herewith. All policies required by this Agreement shall: (1) name Grantor as an additional insured, (2) be primary and noncontributory as to any insurance or self-insurance retention of the Grantor and will be exhausted first notwithstanding that Grantor may have valid and collectible insurance covering the same risk; (3) provide the same types and limits of coverages afforded to the other named insureds; (4) waive all rights of subrogation against the Grantor; (5) not be limited to "ongoing operations"; and (6) be written on an occurrence basis. Grantee's insurance carrier shall be

required to give Grantor at least thirty (30) days' written notice prior to any change or cancellation of said coverage, either in whole or in part, and the failure of Grantee's insurance carrier to give said notice as required shall be a default by Grantee.

11. Compliance with Laws and Regulations and Safety Rules. Grantee shall comply with all applicable Federal, State and local laws, regulations and ordinances, including but not limited to those governing the construction, reconstruction, use and maintenance of the Road. It is understood that the Grantor's Property is situated near or within commercial timberlands owned or operated by Grantor and its affiliates and, as a result, the easement granted herein is subject to any restrictions or limitations imposed by applicable forest practice rules, the current forest practice plan or plans in effect with respect to Grantor's Property and any safety rules that Grantor establishes for its lands. In using the Road, Grantee and any Permittee shall comply with all of Grantor's safety rules relating to such lands.

12. Hazardous Substances. Grantee will comply with all applicable law regarding the use, storage, and handling of Hazardous Substances. In addition, Grantee must: (a) not dispose or discard any dangerous, hazardous, or regulated products, materials or substances including petroleum products, anti-freeze, oil filters, grease tubes, and similar items on Grantor's Property; (b) regularly inspect any vehicles and equipment used by Grantee for hydraulic and fuel leaks, and ensure that such vehicles and equipment are repaired and properly maintained before use on Grantor's Property; (c) immediately cleanup and properly dispose of any and all leaks, spills, and overfills of any material or substance, including any contaminated soil; and (d) immediately notify Grantor of any event which is required to be reported under environmental laws. As used in this Agreement, the term "**Hazardous Substance**" means any fuels, oils, pollutants, contaminants, chemicals or hazardous, toxic, or dangerous wastes, substances, chemicals or materials regulated or controlled pursuant to any applicable law now or at any time hereafter in effect.

13. Fire Protection. When performing any maintenance work allowed under this Agreement, Grantee will exercise the highest degree of care to prevent fires on Grantor's Property, shall maintain all fire-fighting equipment required by applicable law, and shall otherwise comply with any additional requirements of Grantor with respect to prevention and suppression of fires. Grantee will make every reasonable effort, at its sole expense, to control, extinguish or prevent the spread of fire on, to or from the easement or Grantor's Property, and will immediately report to Grantor any fire which may arise upon or threaten the Grantor's Property or adjoining lands.

14. Gate and Security Procedures. Grantor may, at its sole expense, install gates on the Road, provided, that the gate is constructed in a manner that two or more locks can be placed on the gate, any one of which individually is capable of locking and unlocking the gate, and Grantee is given an opportunity to put a lock on the gate. Grantee, in using the Road, shall comply with all Grantor's security procedures for Grantor's Property. Nothing contained in this Agreement is intended to confer any general right of public access over the Road and Grantee shall take all necessary steps to limit public access over the Road upon Grantor's reasonable request.

15. **Successors and Assigns; Termination.** The rights and obligations herein shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto and shall be appurtenant to the Benefitted Property for so long as the Benefitted Property continues to be operated as a commercial quarry or surface mine. If the Benefitted Property ceases to be operated as a commercial quarry or surface mine for a continuous period of greater than two (2) years, this Agreement and the easements granted herein will automatically terminate and be of no further force and effect (provided, that any termination of this Agreement shall not relieve Grantee of its indemnification obligations under this Agreement, and provided further, that termination of this Agreement shall in no way limit or relieve a breaching party of its obligations to a non-breaching party for breaches occurring prior to termination of this Agreement). In the event of any such termination, Grantee or the successor in title to the Benefitted Property shall execute and record in favor of Grantor or the successor in title to Grantor's Property a release or other termination document evidencing that this Agreement and the easements granted herein have been terminated.

16. **Prior Rights.** These grants and all rights hereunder are subject to all liens, easements, servitudes, rights of way, oil, gas, and mineral leases, and all other grants or reservations either of record or on the ground affecting Grantor's Property.

17. **Liens.** Grantee shall promptly pay for all materials, labor and supplies used by Grantee in connection with its maintenance, repair and reconstruction of the Road, and keep Grantor's Property free from liens therefore.

18. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

19. **Counterparts.** This Agreement may be executed in two or more counterparts and each counterpart shall be deemed to be an original, but all of which together shall constitute one and the same instrument upon delivery of one such counterpart by each party to this Agreement.

GRANTOR:

LONGVIEW TIMBERLANDS LLC

By: Thomas F. Gideon
Name: Thomas F. Gideon
Title: President

By: Jacqueline W. Hawn
Name: Jacqueline W. Hawn
Title: Assistant Corporate Secretary

GRANTEE:

FARWEST PORTABLE CRUSHING, INC.

By: _____
Name: _____
Title: _____

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GRANTOR:

LONGVIEW TIMBERLANDS LLC

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: Assistant Corporate Secretary

GRANTEE:

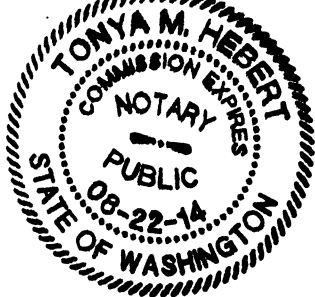
FARWEST PORTABLE CRUSHING, INC.

By: D. J. Dault
Name: FAR WEST PORTABLE CRUSHING
Title: PRES

STATE OF WASHINGTON)
) ss.
County of KING)

On October 22, 2013, before me personally appeared Thomas F. Gideon, and Jacqueline W. Hawn to me known to be the President and Assistant Corporate Secretary of Longview Timberlands LLC, the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said company.

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



Signature: *Tonya M. Hebert*
Name (Print): Tonya M. Hebert
NOTARY PUBLIC in and for the State
of Washington, residing at Lewis County
My appointment expires: 8-22-2014

STATE OF _____)
) ss.
County of _____)

This instrument was acknowledged before me on _____, 2013, by _____, as _____ of FARWEST PORTABLE CRUSHING, INC., a Washington corporation.

Notary Public for _____
My commission expires: _____

~~OREGON~~
STATE OF ~~WASHINGTON~~)
) ss.
County of ~~KING MULTNOMAH~~

On October 22, 2013, before me personally appeared Thomas F. Gideon, and Jacqueline W. Hawn to me known to be the President and Assistant Corporate Secretary of Longview Timberlands LLC, the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said company.

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

Signature: Cynthia S Alexander
Name (Print): Cynthia S Alexander
NOTARY PUBLIC in and for the State
of ~~Washington~~, residing at PORTLAND
My appointment expires: JANUARY 21, 2014

STATE OF OREGON)
) ss.
County of MULTNOMAH

This instrument was acknowledged before me on OCTOBER 24, 2013, by DON T. SALLA, as PRES of FARWEST PORTABLE CRUSHING, INC., a Washington corporation.

Cynthia S Alexander
Notary Public for OREGON
My commission expires: JANUARY 21, 2014



EXHIBIT A
T02N R07E sec 09, 16
Skamania County

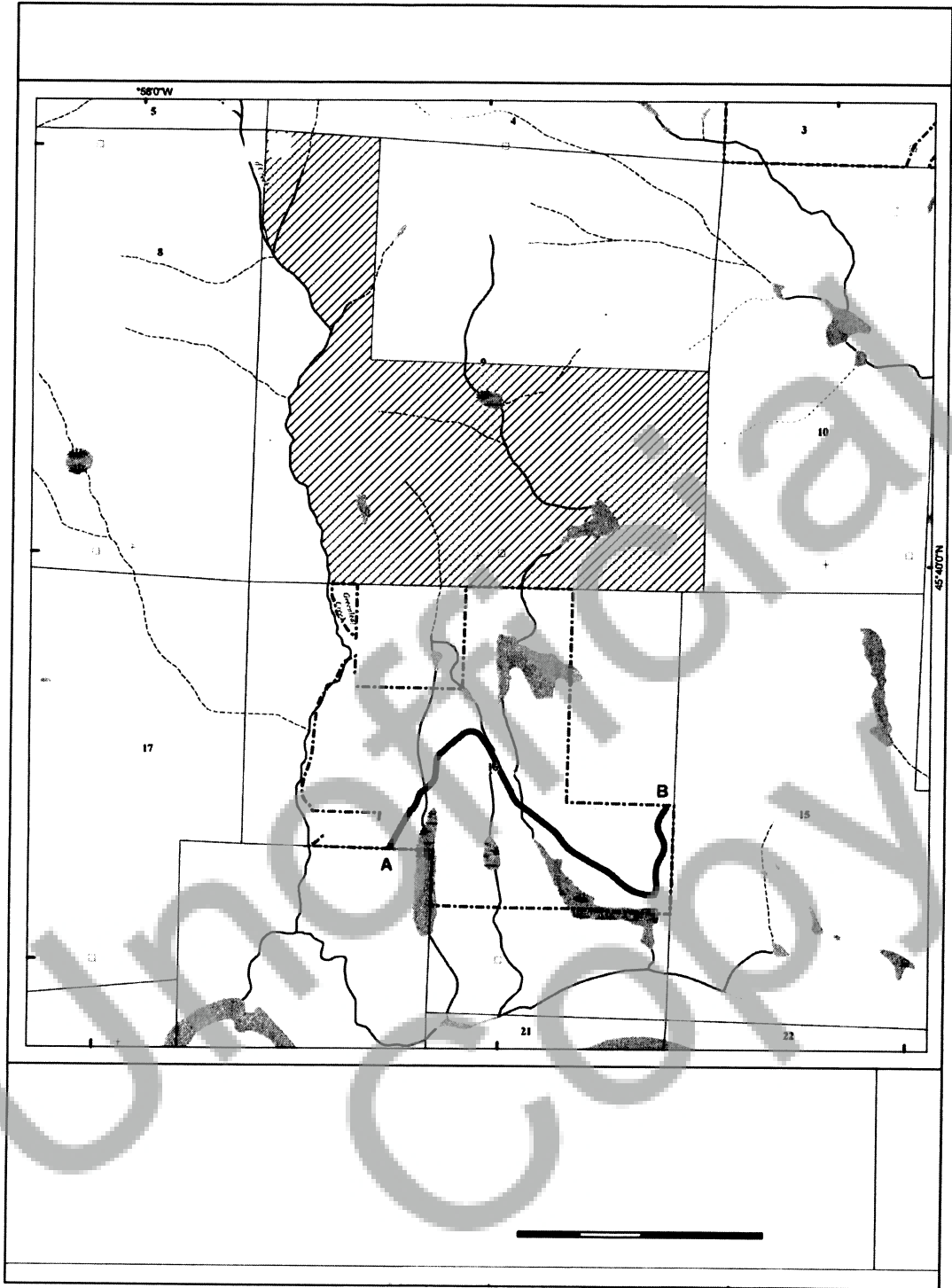


EXHIBIT B

Description of Grantor's Property

The following described real property located in Skamania County, Washington:

Section 16:

The West half of the Northeast Quarter; the North Half of the Southeast Quarter; the South Half of the Northwest Quarter; Government Lots 1, 8 and 9 in Section 16, Township 2 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington.

Excepting that portion conveyed to United States of America by instrument recorded in Book 139, Page 527.

Also Excepting a portion of said Government Lots 8 and 9 described in Book 80, Page 109, as follows:

Beginning at a point marking the intersection between the center of Greenleaf Creek and the South line of said Government Lot 9, said point being located on the North line of the B.B. Bishop Donation Land Claim; thence following the center of Greenleaf Creek in a northeasterly direction to a point in the said Government Lot 8, North 430 feet from the North line of the said Bishop Donation land claim; thence Westerly parallel to and 430 feet distant from the North line of the said Bishop Donation land claim to the centerline of the Pacific Northwest Pipeline Corporation Easement for Gas Transmission Line; thence Southwesterly along the centerline of said easement to the North line of said Bishop Donation Land Claim; Thence east along the North line of said Donation Land claim to the point of beginning.