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



200010230127

, Skagit County Auditor

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Grantor: Christopher Turner  
Grantee: Longview Fibre Company, a Washington corporation  
Legal Description (abbreviated): W $\frac{1}{2}$ SE $\frac{1}{4}$ , SE $\frac{1}{4}$ SE $\frac{1}{4}$  Sec. 30; W $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$  Sec. 31, Township 35 North, Range 6 East, W.M., Skagit County, WA

Assessor's Tax Parcel I.D. No.: 350630-4-007-0002 FIRST AMERICAN TITLE CO.

ACCOMMODATION RECORDING ONLY

EASEMENT FOR RIGHT-OF-WAY

WILD

KNOW ALL MEN BY THESE PRESENTS: That the Grantor, CHRISTOPHER TURNER, a single man, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00) 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, its successors and assigns, a perpetual, but non-exclusive, easement for right-of-way, forty (40) feet in width on, over, across and through that portion of the Grantor's lands situated in the West half of the Southeast quarter (W $\frac{1}{2}$ SE $\frac{1}{4}$ ) and the Southeast quarter of the Southeast quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$ ) of Section 30 and the West half of the Northwest quarter of the Northeast quarter (W $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ ) of Section 31, Township 35 North, Range 6 East, Willamette Meridian, in Skagit County, Washington, shown on Exhibit "A", 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 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 Grantor, Grantor's 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. Grantor shall construct, improve, repair, and maintain said road, including bridges, at his sole cost and expense, to a standard acceptable for all-weather haul in forest practices regulations.
5. Grantor reserves to Grantor all timber now on or hereafter growing within the rights-of-way on Grantor's lands and the right to remove said timber via the right-of-way herein granted.

6. Grantee may permit Grantee's 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 Cowlitz 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 Grantee's 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:

		<u>Limits</u>	
		<u>Each Occurrence</u>	<u>Aggregate</u>
(1) Commercial General Liability, Including Loggers Broad Form Property Damage Blanket Endorsement:	XCU		
	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 is 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.



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9. Grantee agrees to save, defend, and hold harmless Grantor from all claims, costs, damage or expense of any kind, arising out of the occupancy or use of said roads by Grantee, Grantee's 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 Grantor is lawfully seized in fee simple of the above-described premises free from all encumbrances, except those appearing of record and that Grantor, Grantor's successors, and assigns, will warrant and forever defend Grantor's 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 Monday 10-23 day of \_\_\_\_\_, 2000.

GRANTOR:

GRANTEE:

Longview Fibre Company

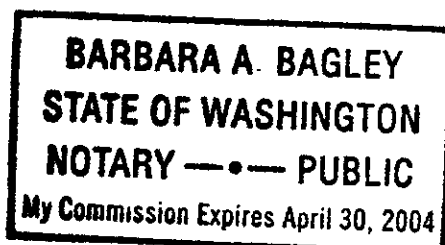
By: Christopher Turner  
Christopher Turner

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

STATE OF WASHINGTON )  
County of Cowlitz ) ss.

On this 18th day of October, 2000, 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.



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

STATE OF Washington )  
County of SKAGIT ) ss.

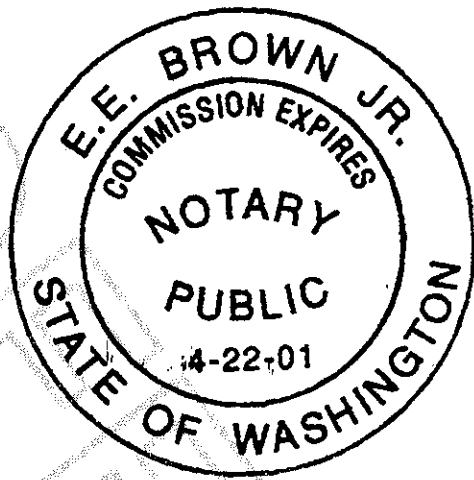
On this 23 day of October, 2000, before me personally appeared CHRISTOPHER TURNER, a single man, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.



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



A handwritten signature in cursive script, appearing to read "EEB Jr".

Notary Public in and for the State of Washington  
My Commission Expires: 4-22-01

EE BROWN JR.

37856  
SKAGIT COUNTY WASHINGTON  
Real Estate Excise Tax  
PAID

OCT 23 2000

Amount Paid \$ 244.80  
Skagit County Treasurer  
By: Deputy



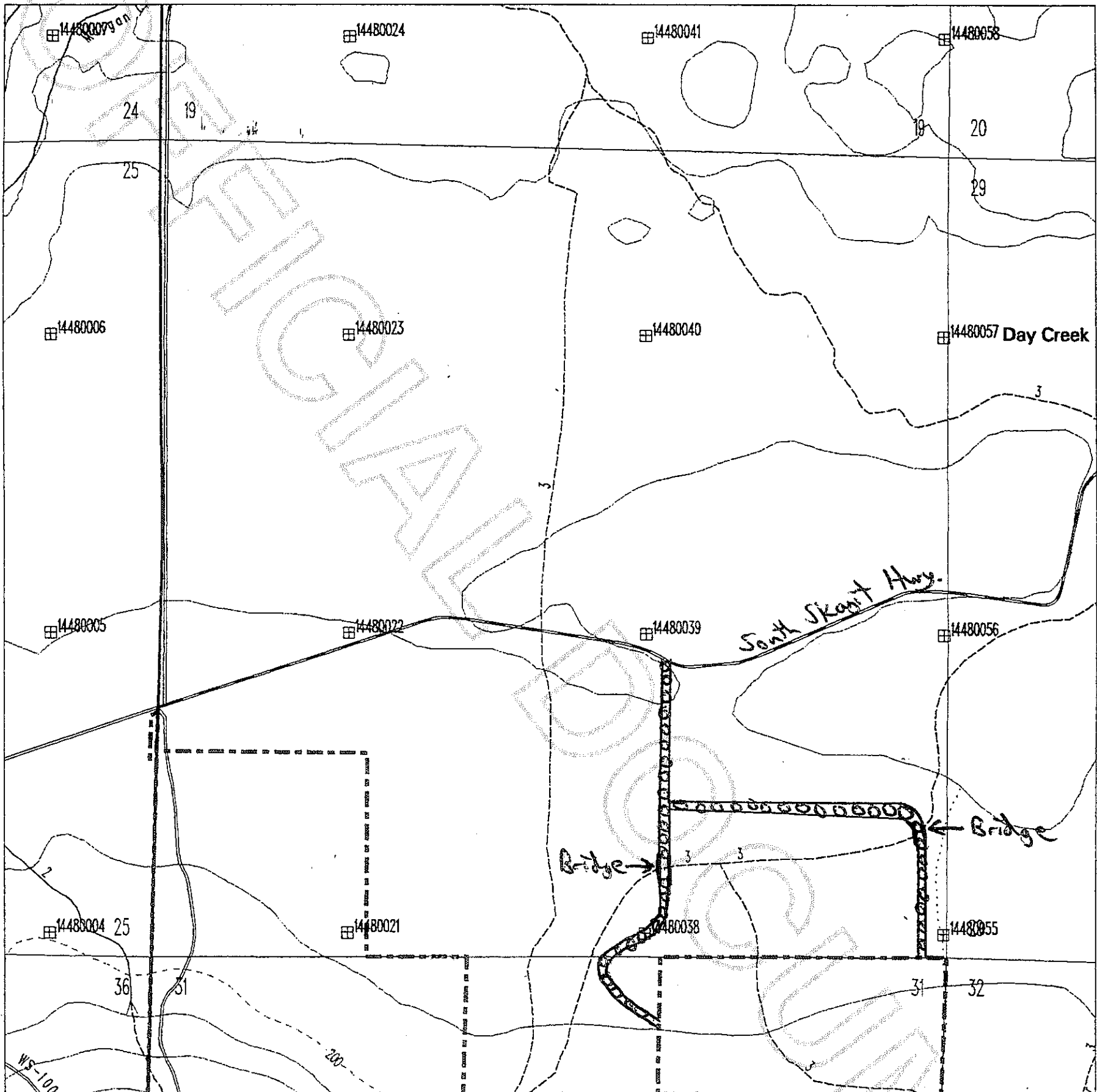
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IN;

LONGVIEW FIBRE COMPANY  
Skagit Tree Farm

EXHIBIT A

T35N R6E sec 30  
Skagit County



Easement location

0 1000 2000 ft

Scale: 1"=1000'

Map Created: August 25, 1999

Created by RWN



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