

Recording Requested By And
When Recorded Mail To:
Plum Creek Land Company
999 Third Avenue, Suite 2300
Seattle, Washington 98101
File No. 910-23-08.210



Document No. 59390

Grantor: PLUM CREEK LAND COMPANY
Grantee: PLUM CREEK TIMBERLANDS, L.P.
Legal Description (abbreviated): Ptns. of Sec. 1, T20N, R14E; Ptns. of Secs. 9 & 21, T21N, R14E; Ptns. of Secs. 7 & 9, T19N, R15E; Ptns. of Secs. 20, 22, 23, 24, 25, 26 & 27, T20N, R15E; Ptns. of Sec 9, T19N, R16E.
Assessor's Tax Parcel ID#: 20-15-20011-0022;20-15-23000-0003;20-15-23000-0004;20-15-23000-0005;20-15-23000-0001;20-15-23000-0006;20-15-23000-0007;20-15-23000-0008;20-15-23000-0002;20-15-24000-0009;20-15-24000-0010;20-15-24000-0011;20-15-24000-0012;20-15-25023-0001;20-15-25023-0004;20-15-25000-0002;20-15-25000-0001; 19-15-07000-0005;19-15-07000-0013;19-15-09000-0002;19-16-09000-0005;19-16-09000-0006;19-16-09000-0007;19-16-09010-0003;20-14-01000-0001;20-14-01030-0001;20-15-22000-0001;20-15-22000-0002;20-15-26010-0001;21-14-09000-0011;21-14-09000-0012;20-15-27010-0001;21-14-21000-0004;21-14-21000-0005.

EASEMENT

THIS EASEMENT, dated this 21st day of December, 2000, from PLUM CREEK LAND COMPANY, a Delaware corporation, whose address is 999 Third Avenue, Suite 2300, Seattle, Washington 98104, hereinafter called "Grantor," to PLUM CREEK TIMBERLANDS, L.P., a Delaware limited partnership, successor by merger to Plum Creek Timber Company L.P., whose address is 999 Third Avenue, Suite 2300, Seattle, Washington, and its successors, hereinafter called "Grantee."

WITNESSETH:

I.

Grantor, for and in consideration of \$1.00 and other valuable consideration, 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 utilities, reconstruction, use and maintenance of existing roads over, upon, along and across the following described lands in the County of Kittitas, State of Washington:



- 1) A strip of land sixty (60) feet in width, with such additional widths as may be necessary for needed cuts and fills, over and across a portion of the SE1/4SW1/4, N1/2SW1/4 and W1/2NW1/4 of Section 1, Township 20 North, Range 14 East, W.M., located approximately as shown on Exhibit "A1", attached hereto and made a part hereof.
- 2) A strip of land sixty (60) feet in width, with such additional widths as may be necessary for needed cuts and fills, over and across a portion of the E1/2SW1/4 and SW1/4SW1/4 of Section 9, Township 21 North, Range 14 East, W.M., located approximately as shown on Exhibit "A2", attached hereto and made a part hereof.
- 3) A strip of land sixty (60) feet in width, with such additional widths as may be necessary for needed cuts and fills, over and across a portion of the E1/2SW1/4 of Section 21, Township 21 North, Range 14 East, W.M., located approximately as shown on Exhibit "A3", attached hereto and made a part hereof.
- 4) A strip of land sixty (60) feet in width, with such additional widths as may be necessary for needed cuts and fills, over and across a portion of the N1/2SW1/4 and SE1/4NW1/4 of Section 7, Township 19 North, Range 15 East, W.M., located approximately as shown on Exhibit "A4", attached hereto and made a part hereof.
- 5) A strip of land sixty (60) feet in width, 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 9, Township 19 North, Range 15 East, W.M., located approximately as shown on Exhibit "A5", attached hereto and made a part hereof.
- 6) A strip of land sixty (60) feet in width, with such additional widths as may be necessary for needed cuts and fills, over and across a portion of the NE1/4NE1/4, S1/2NE1/4, N1/2SE1/4 and SW1/4SE1/4 of Section 21, Township 20 North, Range 15 East, W.M., located approximately as shown on Exhibit "A6", attached hereto and made a part hereof.
- 7) A strip of land sixty (60) feet in width, with such additional widths as may be necessary for needed cuts and fills, over and across a portion of the N1/2NW1/4, SW1/4NW1/4, W1/2SW1/4, SE1/4SW1/4, SW1/4SE1/4, E1/2SE1/4, SE1/4NE1/4 and N1/2NE1/4 of Section 22, Township 20 North, Range 15 East, W.M., located approximately as shown on Exhibit "A7", attached hereto and made a part hereof.
- 8) A strip of land sixty (60) feet in width, with such additional widths as may be necessary for needed cuts and fills, over and across portions of the W1/2SW1/4, E1/2SE1/4 and NE1/4NE1/4 in Section 23, Township 20 North, Range 15 East, W.M., located approximately as shown on Exhibit "A8", attached hereto and made a part hereof.
- 9) A strip of land sixty (60) feet in width, with such additional widths as may be necessary for needed cuts and fills, over and across a portion of the SW1/4SW1/4 of Section 24, Township 20 North, Range 15 East, W.M., located approximately as shown on Exhibit "A9", attached hereto and made a part hereof.



10) A strip of land sixty (60) feet in width, with such additional widths as may be necessary for needed cuts and fills, over and across a portion of the NW1/4 of Section 25, Township 20 North, Range 15 East, W.M., located approximately as shown on Exhibit "A10", attached hereto and made a part hereof.

11) A strip of land sixty (60) feet in width, with such additional widths as may be necessary for needed cuts and fills, over and across a portion of the NE1/4NW1/4 and W1/2NE1/4 of Section 26, Township 20 North, Range 15 East, W.M., located approximately as shown on Exhibit "A11", attached hereto and made a part hereof.

12) A strip of land sixty (60) feet in width, with such additional widths as may be necessary for needed cuts and fills, over and across a portion of the N1/2NE1/4 of Section 27, Township 20 North, Range 15 East, W.M., located approximately as shown on Exhibit "A12", attached hereto and made a part hereof.

13) A strip of land sixty (60) feet in width, with such additional widths as may be necessary for needed cuts and fills, over and across a portion of the S1/2NW1/4 and SW1/4NE1/4 of Section 9, Township 19 North, Range 16 East, W.M., located approximately as shown on Exhibit "A13", attached hereto and made a part hereof.

The above grants and conveyances are 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 easements and rights-of-way conveyed herein are for the purpose of utilities, reconstructing, maintaining, repairing, and using existing roads for all lawful purposes over, upon, along and across said easements and rights-of-way.

2. Relocation. Grantor reserves unto itself and to its successors and assigns the right at its expense to relocate said road(s) 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. Road Crossing. Grantor, for itself and successors and assigns, reserves the right at all times and for any purpose to go upon, across and recross, at any place on grade or otherwise, said rights-of-way road in a manner that will not unreasonably interfere with the rights granted hereunder.

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 or resurfacing 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. 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.

8. Right-of-Way Timber. Grantor reserves to itself all timber now on or hereafter growing within said right-of-way. 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, purchasers of timber and 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.

10. 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 or the public'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.

11. Liens. 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.

12. 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.

13. Termination. If Grantee determines that the road, or any segment thereof, is no longer needed, the easement traversed thereby 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.

14. 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.

15. Governing Law. This Agreement shall be interpreted, construed and enforced according to the laws of the State of Washington.

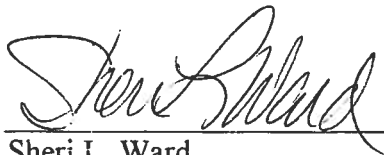


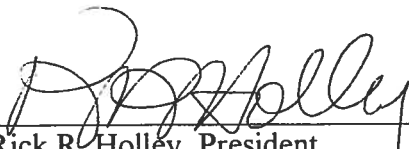
IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the day and year first above written.

GRANTOR:

PLUM CREEK LAND COMPANY

Attest:

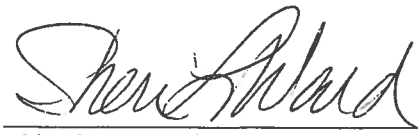
By 
Sheri L. Ward,
Assistant Secretary

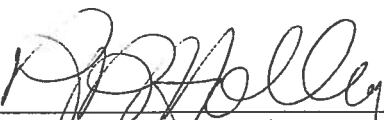
By 
Rick R. Holley, President
and Chief Executive Officer

GRANTEE:

PLUM CREEK TIMBERLANDS, L.P.
By Plum Creek Timber I, L.L.C.
Its General Partner

Attest:

By 
Sheri L. Ward,
Assistant Secretary

By 
Rick R. Holley, President
and Chief Executive Officer



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EAS 28.00

ACKNOWLEDGMENT

STATE OF WASHINGTON)
)ss
COUNTY OF KING)

On this 21st day of December, 2000, before me personally appeared Rick R. Holley and Sheri L. Ward, to me known to be the President and Chief Executive Officer and the Assistant Secretary, respectively, of Plum Creek Land Company, the corporation that executed the within and foregoing instrument, and acknowledged the 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 they were authorized to execute said instrument on behalf of the corporation and that the seal affixed is the seal of said corporation.

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

Paul A. Hill II

Notary Public in and for the
State of Washington

Residing at Poulsbo

My Commission Expires 10/29/02

Printed Name Paul A. Hill II

Real Estate Excise Tax
Exempt
Kittitas County Treasurer
By [Signature]

12-26-00



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Kittitas Co Auditor STEWART TITLE

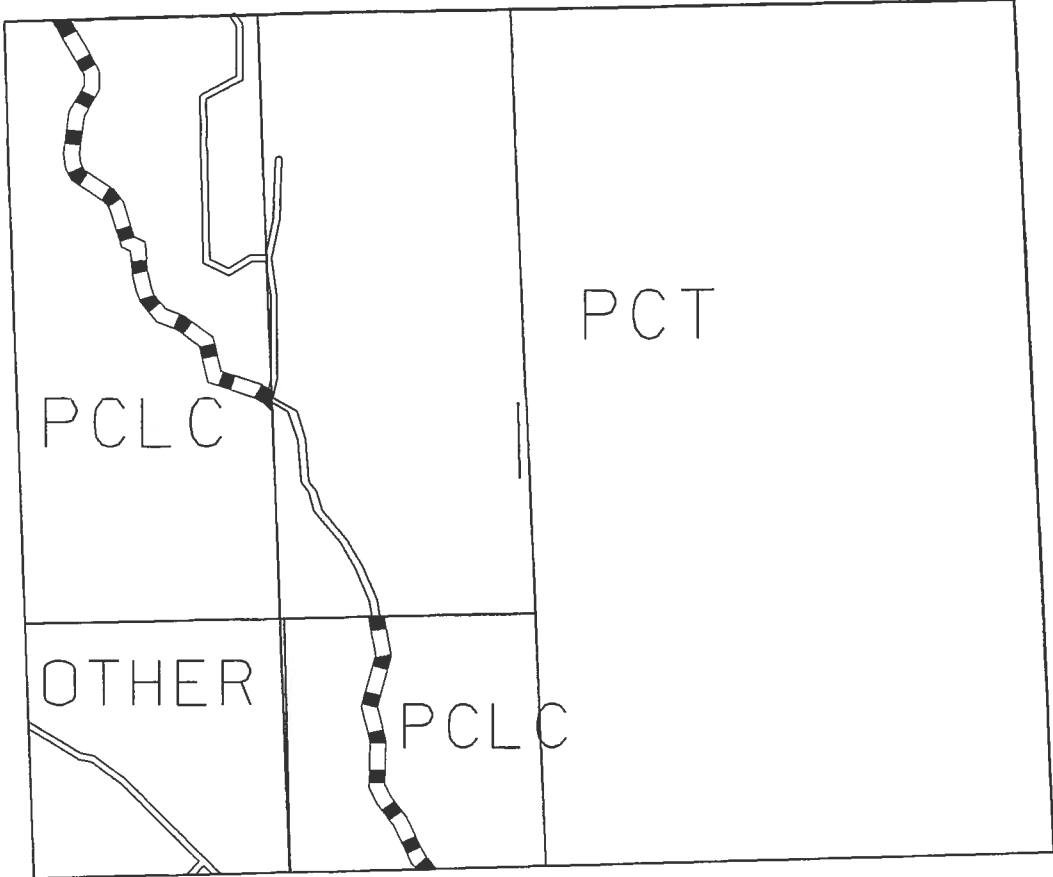


EXHIBIT "A1"

Sec. 01 Twp. 20N Rge. 14E, W.M.

KITTITAS County, Washington

 EASEMENT FROM PLUM CREEK LAND COMPANY TO PLUM CREEK TIMBERLANDS, L.P.

 EXISTING ROADS



PlumCreek

T.O.P.S.- RJE

SCALE IN FEET



DATE: 20-DEC-2000

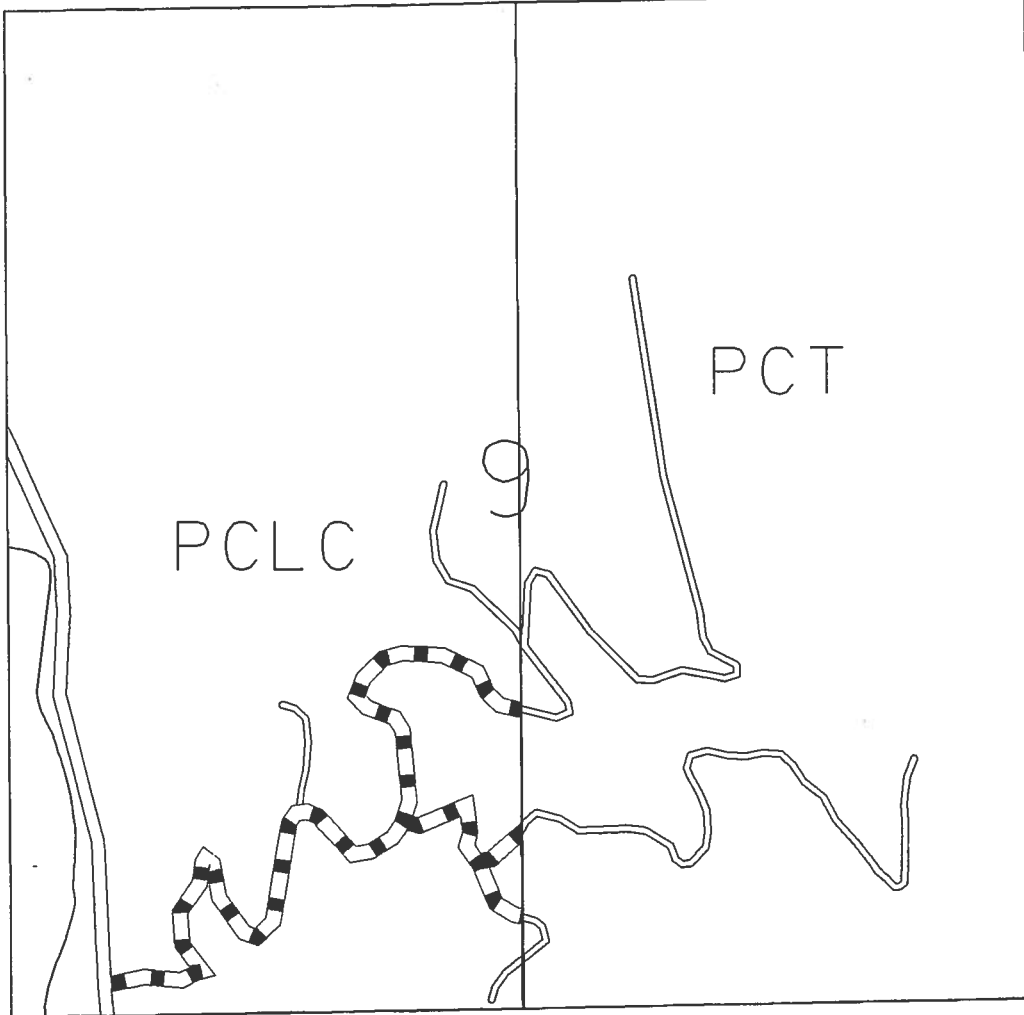


EXHIBIT "A2"
Sec. 09 Twp. 21 Rge. 14E, W.M.
KITTTITAS County, Washington

—EASEMENT FROM PLUM CREEK LAND COMPANY TO PLUM CREEK TIMBERLANDS, L.P.

—EXISTING ROADS



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T.O.P.S.— RIE

SCALE IN FEET



DATE: 20-DEC-2000

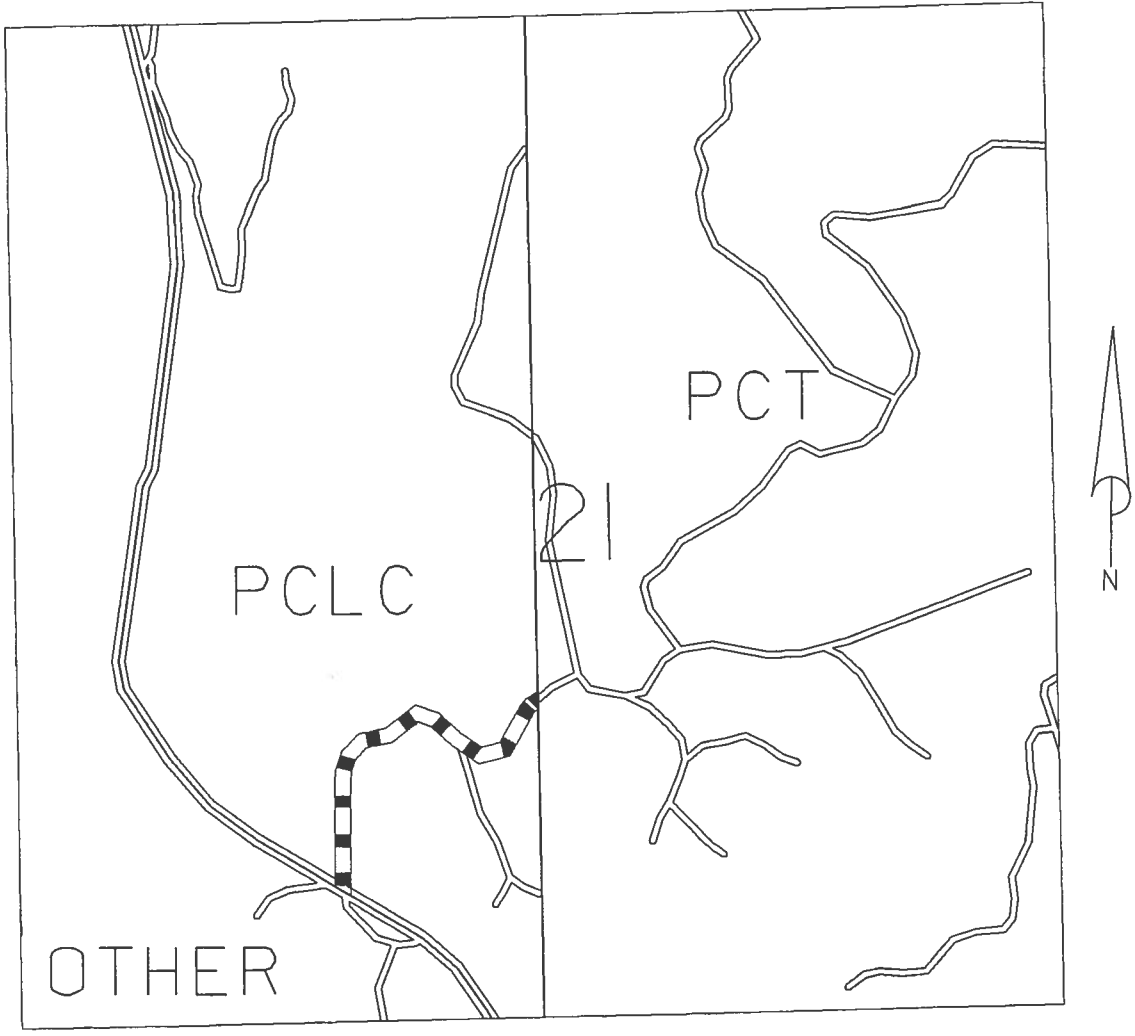
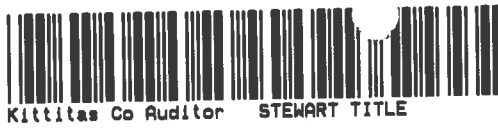


EXHIBIT "A3"

Sec. 21 Twp. 21N Rge. 14E, W.M.
KITTTITAS County, Washington

 EASEMENT FROM PLUM CREEK LAND COMPANY TO PLUM CREEK TIMBERLANDS, L.P.

 EXISTING ROADS



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DATE: 20-DEC-2000

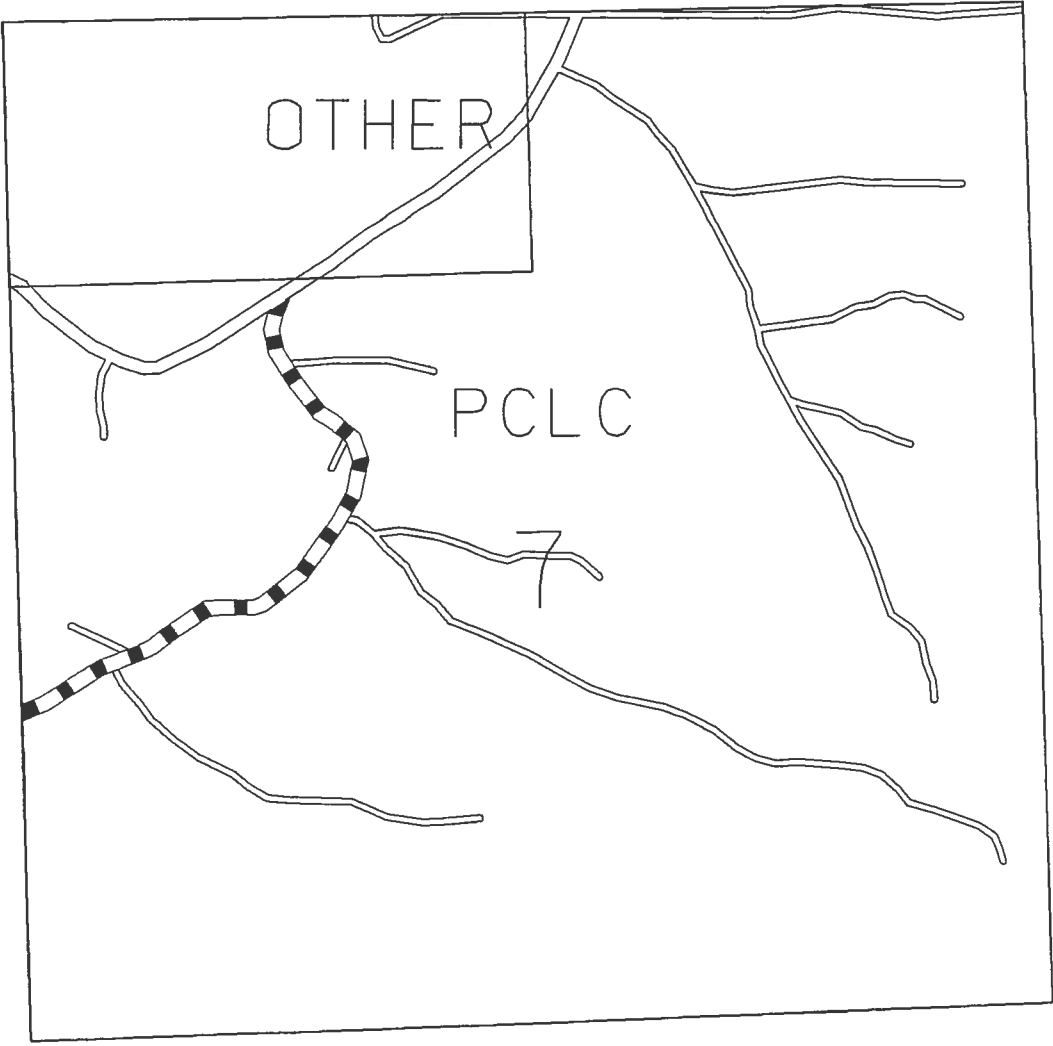


EXHIBIT "A4"
Sec. 07 Twp. 19N Rge. 15E, W.M.
KITTTITAS County, Washington

 EASEMENT FROM PLUM CREEK LAND COMPANY TO PLUM CREEK TIMBERLANDS, L.P.

 EXISTING ROADS



DATE: 20-DEC-2000

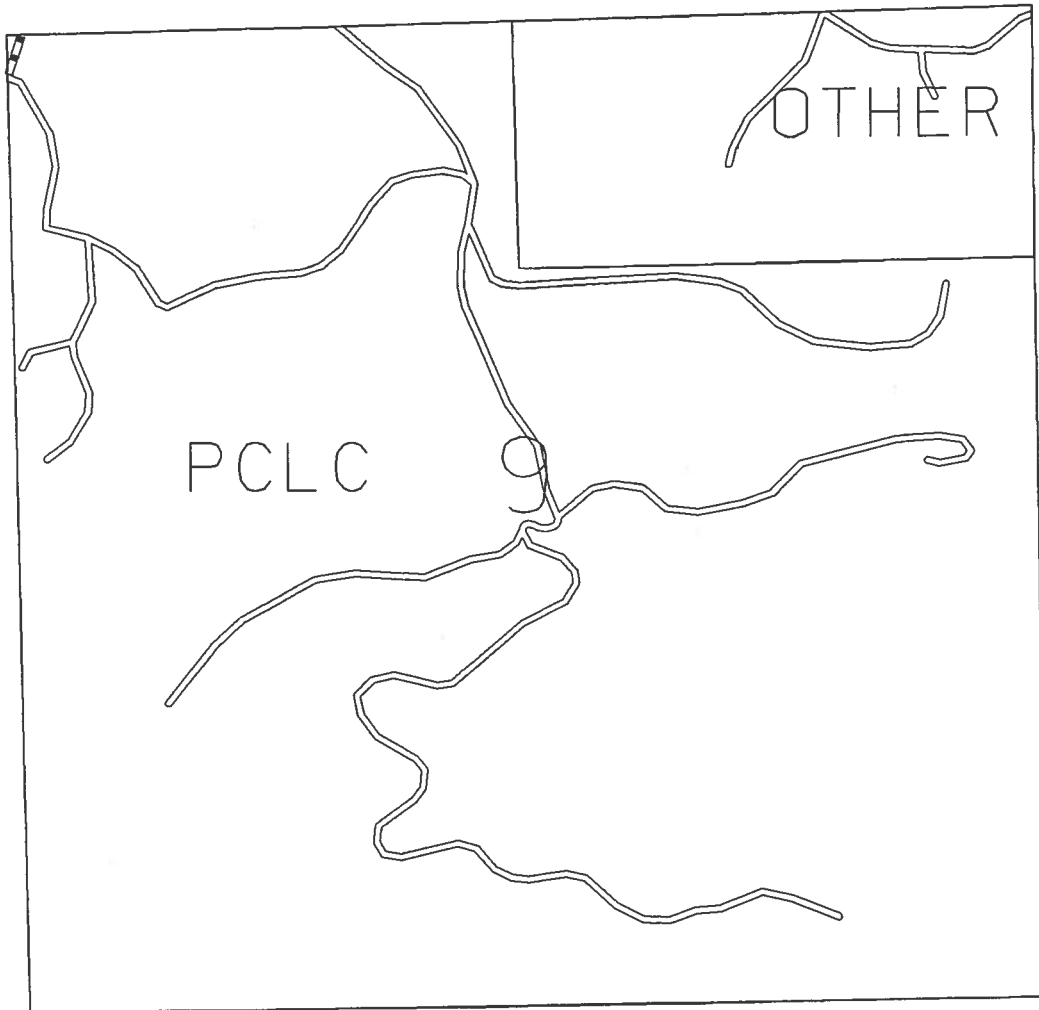
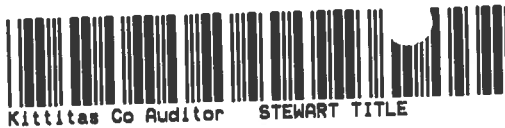


EXHIBIT "A5"
Sec. 9 Twp. 19N Rge. 15E, W.M.
KITTTITAS County, Washington

--- EASEMENT FROM PLUM CREEK LAND CO TO PLUM CREEK TIMBERLANDS LP

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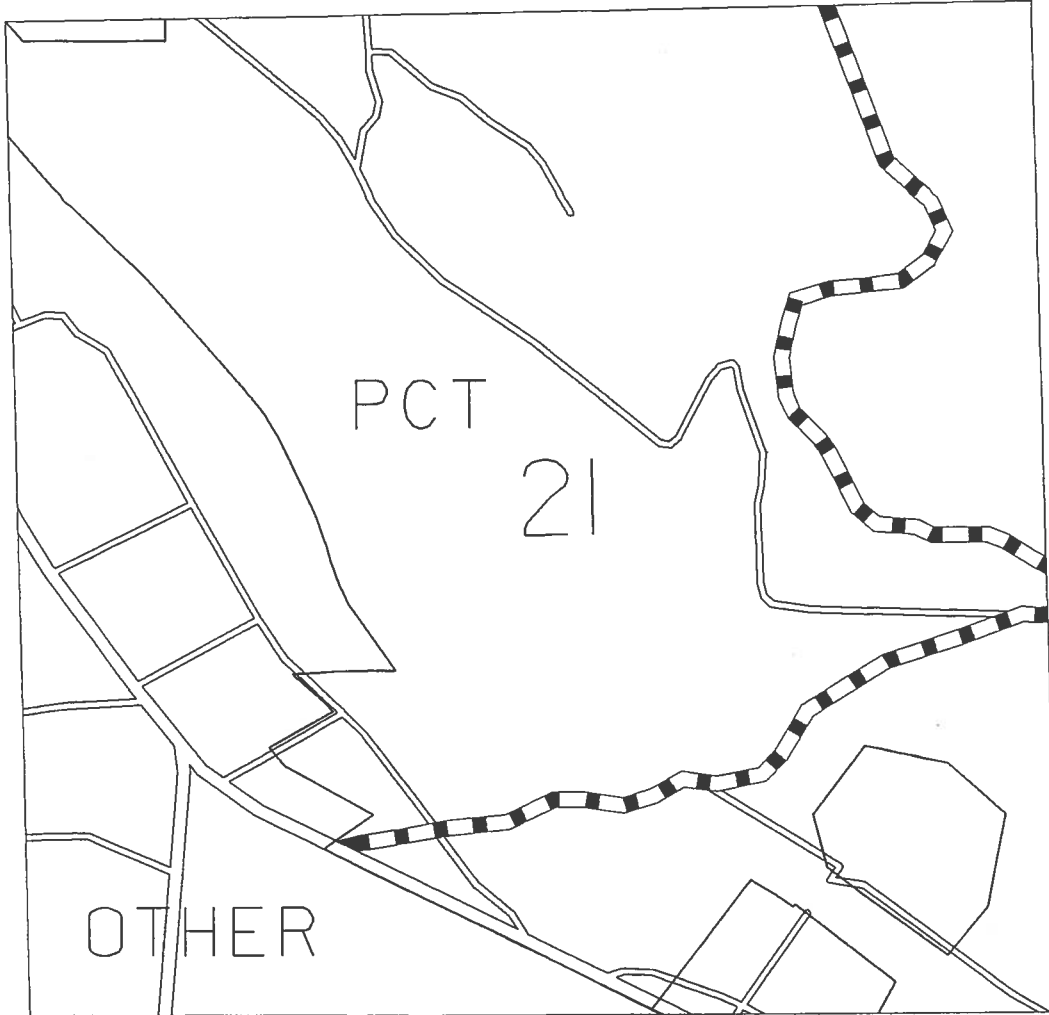


EXHIBIT "A6"

Sec. 21 Twp. 20N Rge. 15E, W.M.

KITTITAS County, Washington

 EASEMENT FROM PLUMCREEK LAND COMPANY TO PLUMCREEK TIMBERLANDS, L.P.

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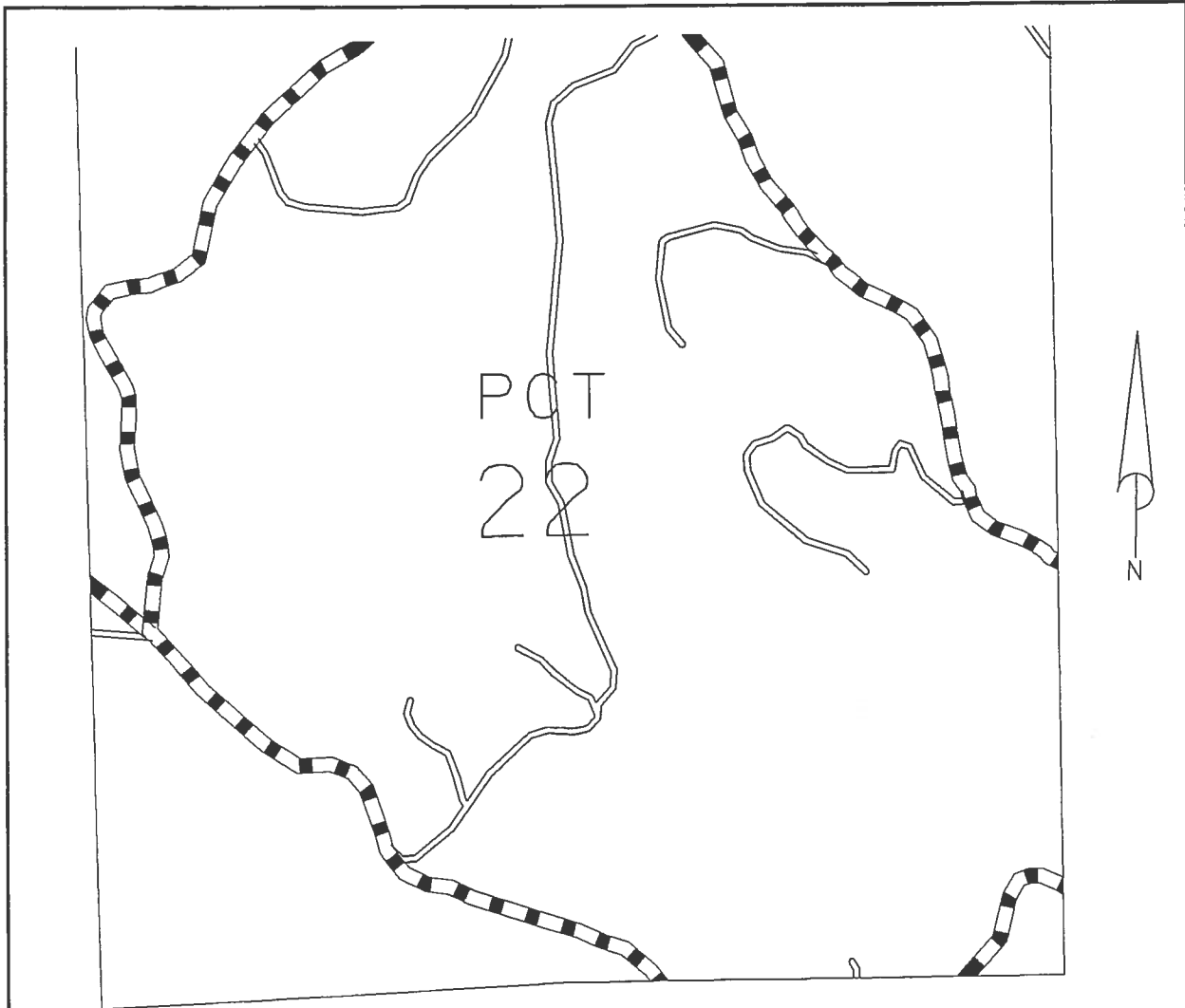


EXHIBIT "A7"
Sec. 22 Twp. 20N Rge. 15E, W.M.
KITTTITAS County, Washington

 EASEMENT FROM PLUMCREEK LAND COMPANY TO PLUMCREEK TIMBERLANDS, L.P.

 EXISTING ROADS

SCALE IN FEET



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T.O.P.S. - TCB

DATE: 20-DEC-2000

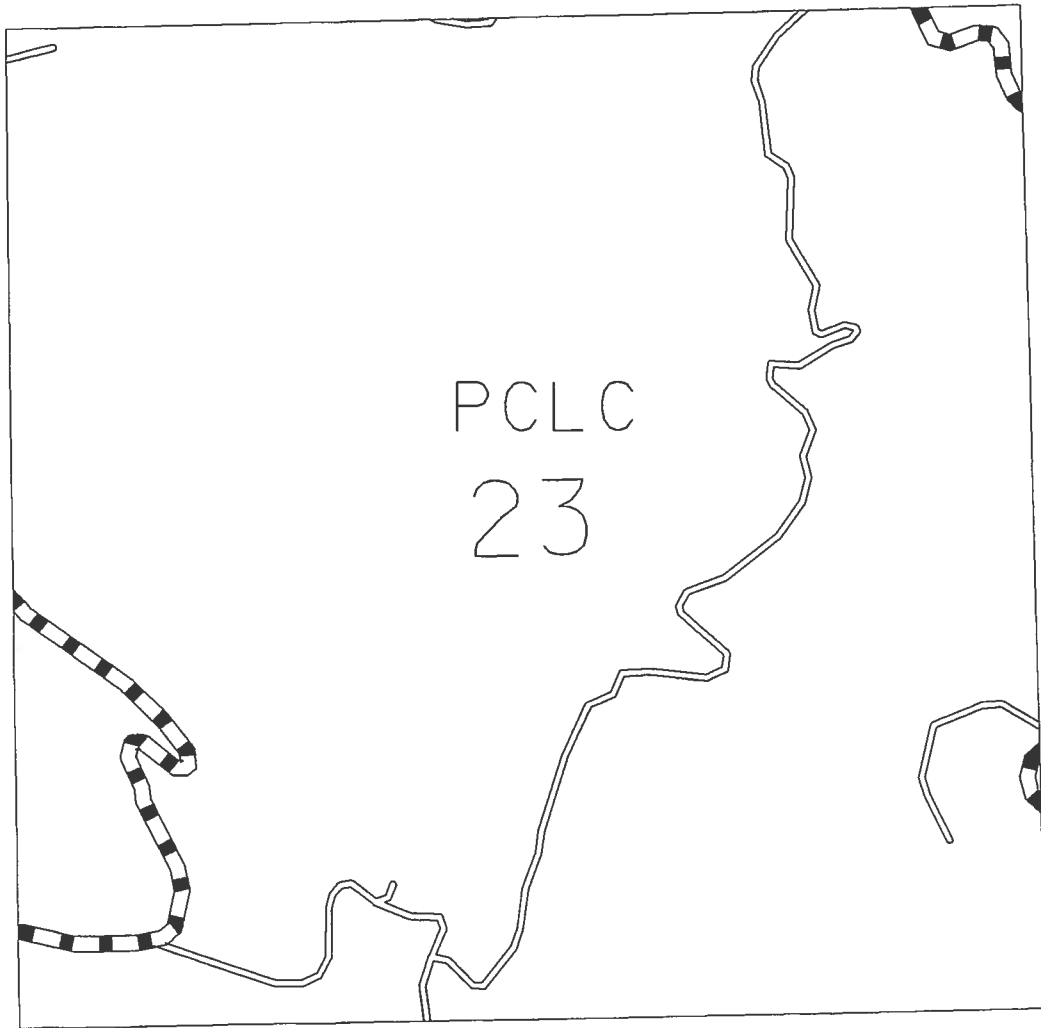
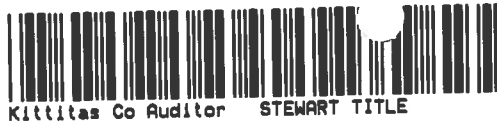


EXHIBIT "A8"
Sec. 23 Twp. 20N Rge. 15E, W.M.
KITITAS County, Washington

--- EASEMENT FROM PLUM CREEK LAND COMPANY TO PLUM CREEK TIMBERLANDS, L.P.

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SCALE IN FEET



DATE: 20-DEC-2000

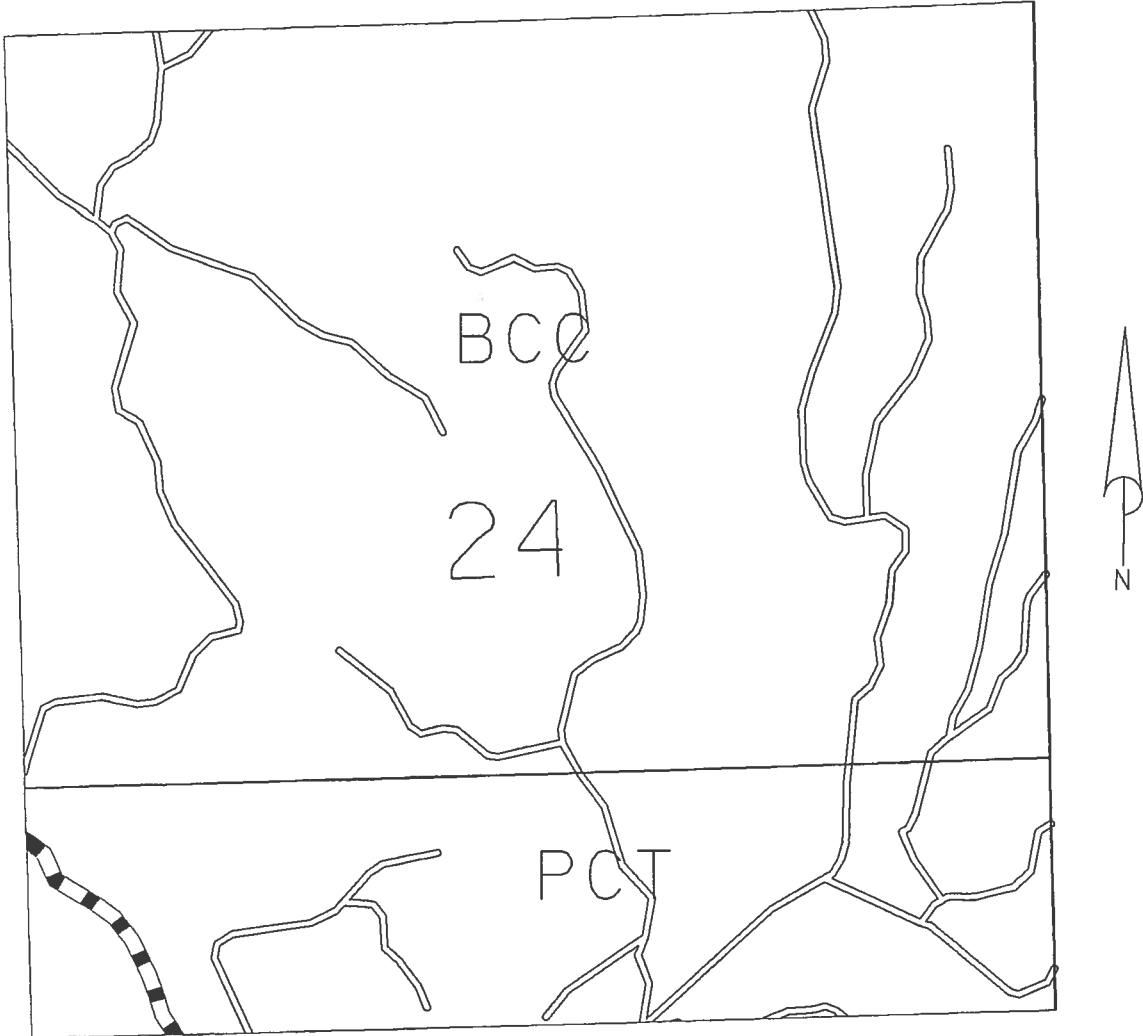
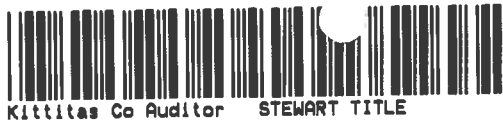


EXHIBIT "A9"
Sec. 24 Twp. 20N Rge. 15E, W.M.
KITTITAS County, Washington

 EASEMENT FROM PLUMCREEK LAND COMPANY TO PLUMCREEK TIMBERLANDS,L.P.

 EXISTING ROADS



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DATE: 20-DEC-2000

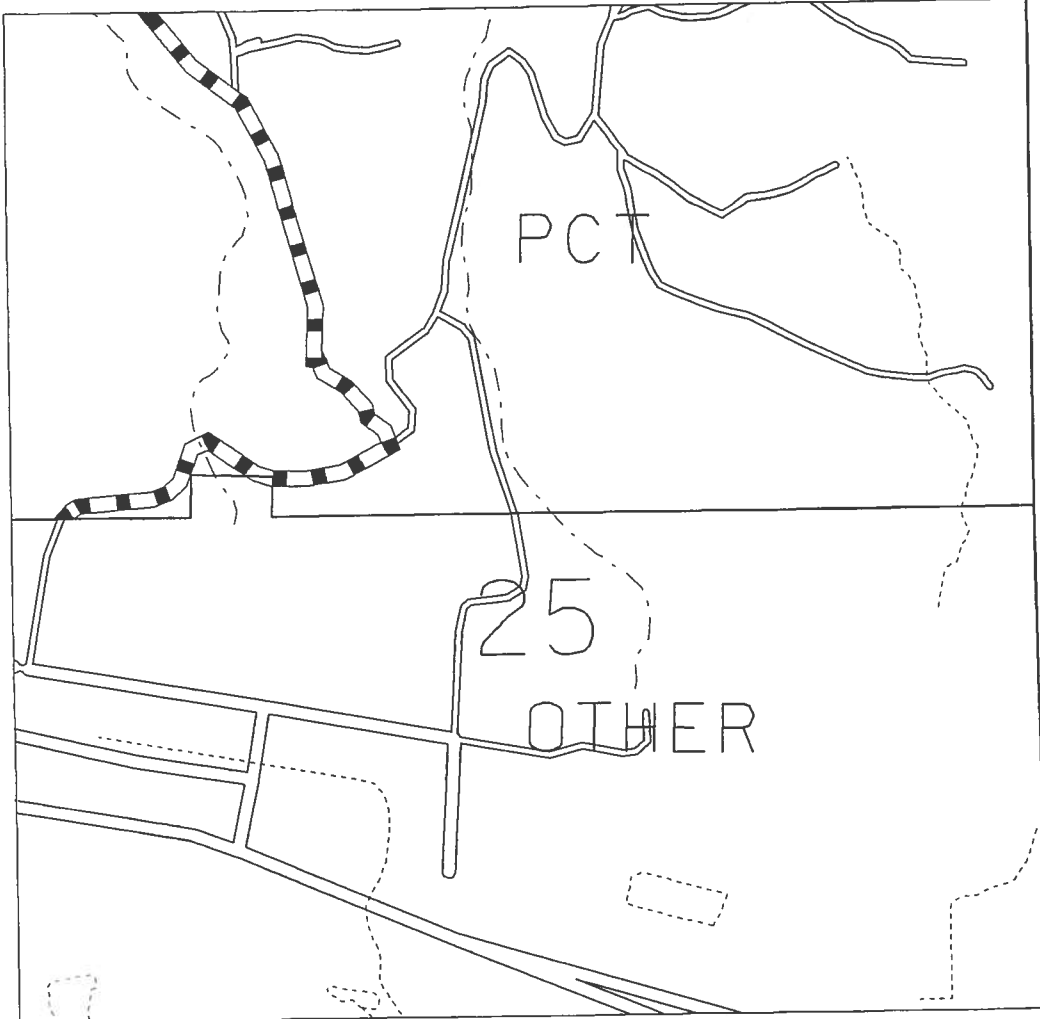


EXHIBIT "A10"

Sec. 25 Twp. 20N Rge. 15E, W.M.

KITTITAS County, Washington

 EASEMENT FROM PLUMCREEK LAND COMPANY TO PLUMCREEK TIMBERLANDS, L.P.

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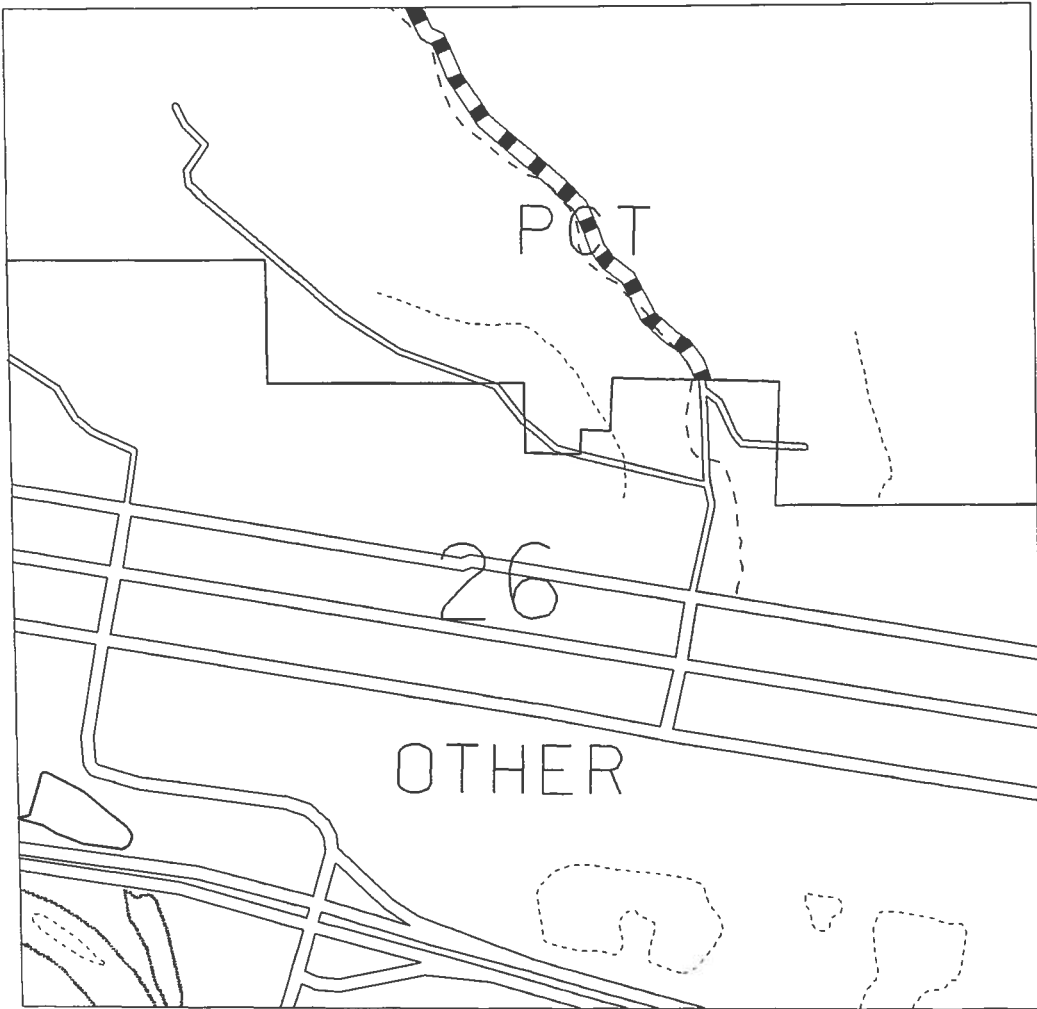


EXHIBIT "A11"

Sec. 26 Twp. 20N Rge. 15E, W.M.

KITTITAS County, Washington

 EASEMENT FROM PLUMCREEK LAND COMPANY TO PLUMCREEK TIMBERLANDS, L.P.

 EXISTING ROADS



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DATE: 20-DEC-2000

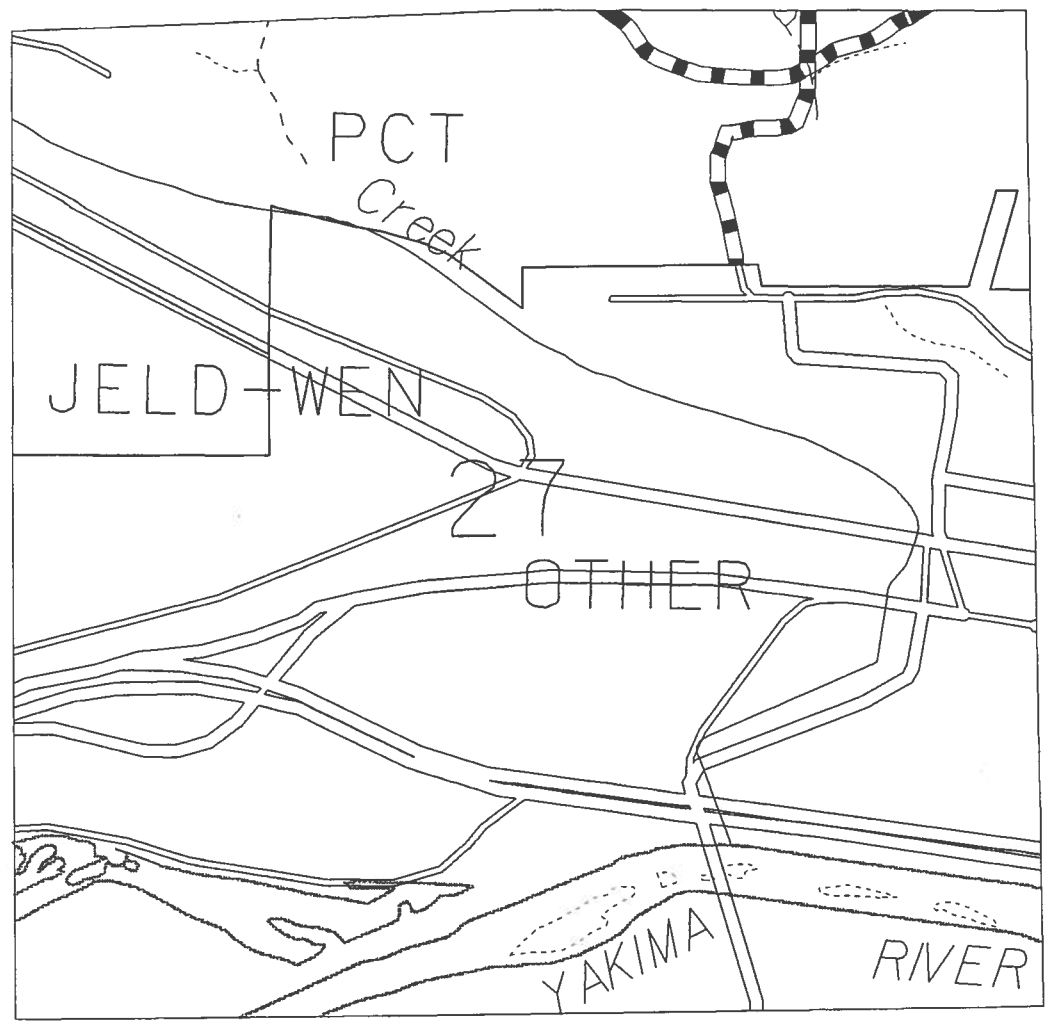


EXHIBIT "A12"
Sec. 27 Twp. 20N Rge. 15E, W.M.
KITTTITAS County, Washington

-  EASEMENT FROM PLUMCREEK LAND COMPANY TO PLUMCREEK TIMBERLANDS, L.P.
-  EXISTING ROADS



DATE: 20-DEC-2000

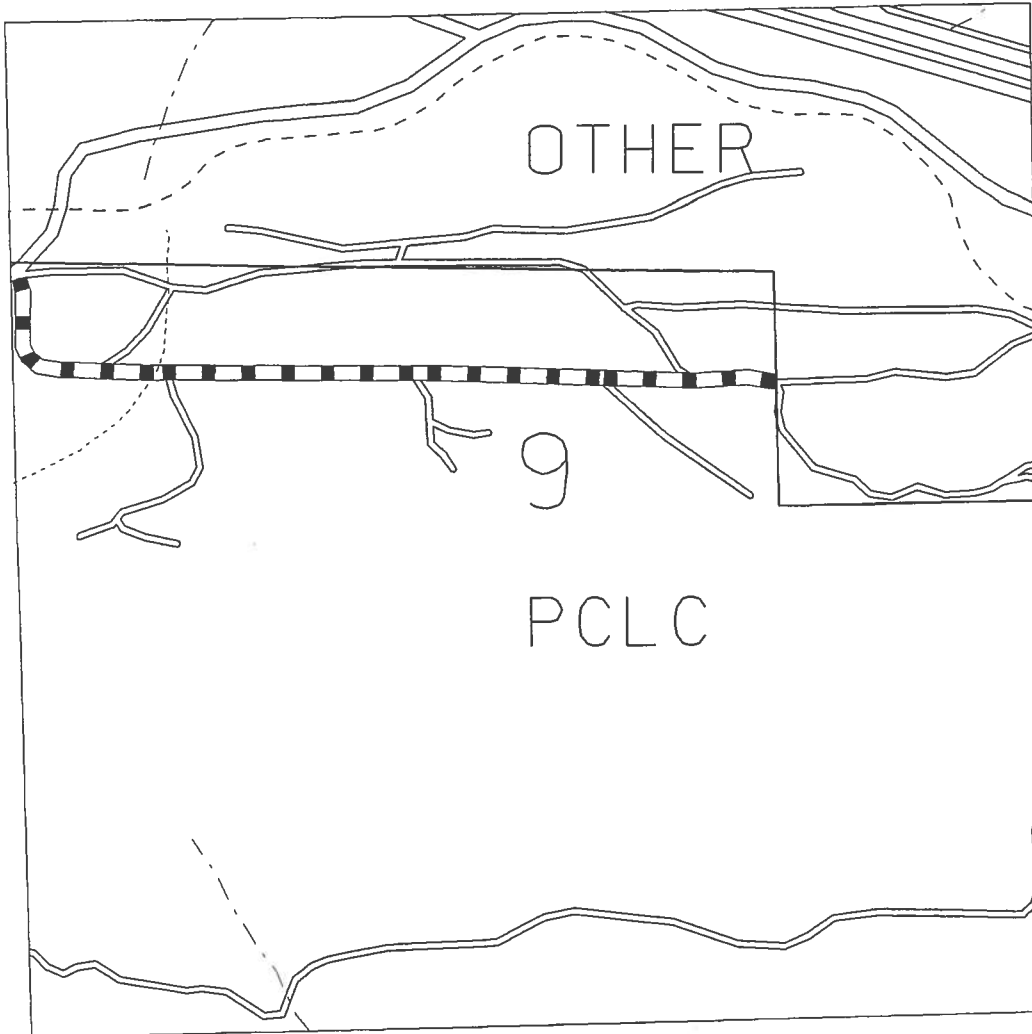


EXHIBIT "A13"
Sec. 09 Twp. 19N Rge. 16E, W.M.
KITTTITAS County, Washington

 EASEMENT FROM PLUM CREEK LAND COMPANY TO PLUM CREEK TIMBERLANDS, L.P.

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