

NS
10
4B

FILED FOR RECORD AT THE REQUEST OF:
PLUM CREEK TIMBERLANDS, L.P.
999 Third Avenue, Suite 4300
Seattle, WA 98104
Attn: Jan Hesness

File No. 910-23-01.210



200717051
Page: 1 of 10
07/05/2007 09:27A
Missoula County Vickie M Zeier E Bk-800 Pg-1256

EASEMENT

THIS EASEMENT, dated this 26th day of June 2007, from 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 4300, Seattle, Washington 98104, hereinafter called "Grantor," to LAWRENCE H. NEWMAN REVOCABLE TRUST, a trust under that Agreement dated February 13, 2003, whose address is 4820 Duncan Drive, Missoula, Montana 59802, its successors, assigns, heirs and personal representatives, hereinafter called "Grantee,"

WITNESSETH:

I.

Grantor, for and in consideration of One Dollar (\$1.00) and other valuable consideration received by Grantor, the receipt and sufficiency of which is hereby acknowledged, does hereby grant to Grantee its successors, assigns, heirs and personal representatives, subject to existing easements and valid rights, a permanent non-exclusive easement and right-of-way for utilities and the use and maintenance of an existing road and the construction, use and maintenance of an additional road segment to be constructed by Grantee, all over, upon, along, and across the following described lands in the County of Missoula, State of Montana:

A strip of land thirty (30) feet in width with such additional widths as may be necessary for needed cuts and fills beginning at a point on the southerly section line of Section 3, Township 20 North, Range 17 West, Missoula County, Montana, in the Southeast Quarter of the Southwest Quarter (SE1/4 SW1/4) of such Section 3, and continuing in a northeasterly direction across the Southeast Quarter (SE1/4) and the East Half of the Northeast Quarter (E1/2NE1/4) of Section 3, Township 20 North, Range 17 West, Missoula County, Montana.

Said easement being fifteen (15) feet on each side of the centerline of the roadway located or to be located approximately as shown on Exhibit A, attached hereto and made a part hereof.

The above grant and conveyance is 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, assigns, heirs, and personal representatives:

1. Purpose. The easement and right-of-way conveyed herein is for the purpose of constructing, maintaining, repairing, and using a road over, upon, along and across said easement and right-of-way. Said right-of-way shall be used exclusively for utilities and as a means of personal ingress and egress to Grantee's property more particularly described as the North Half of the Northwest Quarter (N1/2NW1/4), the Southwest Quarter of the Northwest Quarter (SW1/4NW1/4), and the Northwest Quarter of the Northeast Quarter (NW1/4NE1/4) of Section 10, Township 20 North, Range 17 West, and shall be for a maximum of four (4) private residences.

2. Good Faith. As a material term of this easement and as partial consideration for the grant hereof, Grantee for itself, its successors and assigns, agrees to cooperate in good faith with Grantor on any future development plans of Grantor's property that is served by the existing road and the future road to be constructed. Further, Grantee for itself, its successors and assigns, agrees that it shall not protest any future use, design or reconstruction of the road upon the easement and right of way herein granted.

3. Relocation. Grantor reserves unto itself, its successors and assigns the right at its expense to relocate the easement and right-of-way granted herein subject to the condition that, except for distance and curvature, such relocated easement and right-of-way provides the same type and quality of access as existed prior to such relocation and does not change the point of interconnection on the boundaries of the parties properties.

4. Road Crossing. Grantor, for itself, its successors and assigns, reserves the right at all times and for any purpose to go upon, cross and recross, at any place on grade or otherwise, said rights-of-way and to use the road on said rights-of-way in a manner that will not unreasonably interfere with the rights granted hereunder.



5. 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.

6. Locked Gates. Both parties acknowledge and agree that access herein shall be controlled by locked gates and such other measures reasonably necessary to prevent unauthorized vehicle access. Each party will have a lock on said gates. Said locked gates are located in portions of the NW1/4NE1/4 of Section 3, Township 20 North, Range 17 West in Missoula County, Montana. Both parties, their heirs, personal representatives, successors and assigns, agree that such gates will be closed and locked at all times except when authorized use of the roads requires that they be open. The parties hereto shall use their reasonable efforts to prevent unauthorized vehicle traffic behind such gates.

7. Maintenance. The cost of road maintenance, resurfacing and noxious weed control 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, resurfacing and noxious weed control 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, resurfacing and noxious weed control management 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, resurfacing and noxious weed control management 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, resurfacing or noxious weed control management of 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.

8. 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

7. In no event shall Grantee's share of maintenance be greater than attributable to Grantee's private use for ingress, egress and utilities. This excludes Grantee from contributing dollars toward maintenance associated with authorized public use.



James Woods
Lawrence H. Hensley
6/21/07

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.

9. 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.

10. New Roadway Construction. Grantee shall bear the cost of constructing a portion of new roadway which shall be approximately two hundred feet (200') long, the location of which is depicted on Exhibit A (the "New Roadway"). The New Roadway Construction shall be pursuant to applicable laws, rules and regulations and Best Management Practices of the State of Montana. Prior to the commencement of New Roadway construction, Grantee must submit to Grantor, at the address stated below, the construction plans and specification for approval, which approval shall not be unreasonably withheld or delayed. Grantee must obtain the written approval of Grantor prior to commencing construction of the New Roadway. The construction plans and specifications shall be forwarded to:

Plum Creek Timberlands, LP
P.O. Box 1990
Columbia Falls, MT 59912
Attention: Lorrie Woods, Land Asset Manager

11. 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 reconstructing and maintaining the road. Timber so cut shall, unless otherwise agreed to, be cut into logs of lengths specified by Grantor and decked along the road for disposal by Grantor. Notwithstanding the foregoing, timber that is cut due to the New Roadway Construction shall be disposed of and become the property of Grantee.

12. Commercial Use of Easement. In the event that Grantee shall use the road and right-of-way granted herein for any commercial purposes, the following commercial insurance requirements shall apply:

A. Commercial Insurance. Prior to any commercial use of the road and right-of-way granted herein, Grantee shall obtain and maintain, throughout the period of such commercial use, liability insurance issued in a form and by an insurance company acceptable to Grantor. Coverage requirements shall be as follows and have an **AM Best's Key Rating Guide of B+ VI (financial class) or better rating:**

i. Commercial General Liability Insurance to include minimum limits of \$1,000,000 combined single limit Bodily Injury and Property Damage each occurrence. Extension of coverage to include Contractual Liability, Products and Completed Operations, Independent Contractors, Broad Form Property Damage, Cross Liability, and Pollution arising out of heat, smoke or fumes from a Hostile Fire. Additionally, the policy shall not exclude X,C,U (Explosion, Collapse, or Underground).



ii. Comprehensive Automobile Liability insurance covering owned, non-owned, hired and other vehicles, with a combined single limit of \$1,000,000 per occurrence Combined Single Limit Bodily Injury, Death and Property Damage.

iii. Employer's Liability Insurance, for employee bodily injuries and death, with a minimum limit of \$500,000 each occurrence. In the event Grantee has no employees, Grantee shall not be required to carry Employer's Liability Insurance.

iv. Worker's Compensation Insurance, with statutory limits as are required by the Workers' Compensation Law in the State in which work is being performed hereunder. If Grantee qualifies for a state exemption from workers' compensation insurance as an "owner/executive/partner" and if Grantor consents to such exemption prior to the execution of this agreement, Grantee may elect to be exempted from such coverage; provided, however, Grantee shall obtain and maintain during the term and any extension hereof, workers' compensation insurance in an amount of not less than statutory limits for any and all employees of Grantee. If Grantee loses such exemption or otherwise fails to comply with applicable workers' compensation law during the term of this agreement, Grantee shall refrain from exercising its rights under this agreement until the required workers' compensation insurance is obtained.

v. The policies specified above shall include an endorsement which shall name Grantor and Plum Creek Timber Company, Inc., together with its subsidiaries and affiliates (collectively the "Plum Creek Companies") as additional insureds on a primary basis for the term of this agreement. The additional insured endorsement must be ISO CG20 10 11 85 (or other form with like wording).

vi. The policies specified above shall include an endorsement which shall provide that Grantor, at the address above, will be given a 30 - day written notice prior to cancellation, coverage modification or other material change in the policy. No such cancellation, modification or change shall affect Grantee's obligation to maintain the insurance coverages required by this agreement.

vii. All liability coverages must be on an "occurrence" basis as opposed to "claims made."

viii. All such insurance shall be in a form and company acceptable to Grantor sufficient to protect Grantee, contractors and its subcontractors, to the extent that they are involved in the work, and Grantor against the claims of third persons, and to cover claims by Grantor against Grantee, contractor and subcontractors for which Grantee has assumed liability under this easement agreement.

ix. Prior to Grantee's commercial use of the easement herein granted, Grantee shall furnish to Grantor a certificate of insurance dated and signed by a stated, authorized agent for the insuring company or companies, in a form acceptable to Grantor and



containing a representation that coverage of the types listed herein is provided with the required liability limits and the stated endorsements. Grantor reserves the right to require a certified copy of the policy(ies) or to examine the actual policy(ies). Said certificate(s) of insurance shall be issued to Grantor at the address above.

x. If Grantee retains the services of any contractor, Grantee shall cause each contractor to maintain insurance coverages and limits of liability of the same type and the same amount as are required of Grantee under this agreement. Grantee shall obtain, prior to the commencement of the contractor's services, the required certificates of insurance and additional insured endorsements.

xi. All persons using said easement and right-of-way for any purpose shall obtain and maintain a policy of Automobile Liability Insurance in a form generally acceptable in the State of Montana and customary in the area of said right-of-way.

13. Indemnification. Grantee shall assume all risk of, and indemnify and hold harmless, and at its expense defend Grantor and Plum Creek Companies from and against any claims, loss, cost, legal actions, liability or expense on account of personal injury to or death of any persons whatsoever, including but not limited to Grantor and the Plum Creek Companies, their employees, agents, or contractors, or damage to or destruction of property to whomsoever belonging, including but not limited to property of Grantor and the Plum Creek Companies, their employees, agents or contractors, or any fire, resulting partly or wholly, directly or indirectly from Grantee'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 and the Plum Creek Companies.

14. 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.

15. 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.

16. Termination. The parties agree if this Agreement or a portion thereof is no longer needed to access land of a party hereto, upon written request, the party no longer needing access shall furnish a release in recordable form to the granting party evidencing termination of that party's rights to utilize such roads or road segments.

17. 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.

18. Governing Law. This Easement shall be interpreted, construed and enforced according to the laws of the State of Montana.



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

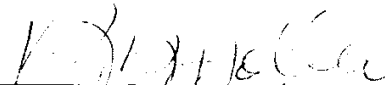
GRANTOR:

Attest:

PLUM CREEK TIMBERLANDS, L.P.

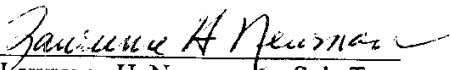
By Plum Creek Timber I, L.L.C.,
General Partner


SHERIL WARD, Assistant Secretary


Print Name: RIK R HOLLEY
ITS: PRESIDENT & CEO

GRANTEE:

LAWRENCE H. NEWMAN REVOCABLE TRUST,
A TRUST UNDER AGREEMENT DATED
FEBRUARY 13, 2003

By: 
Lawrence H. Newman, as Sole Trustee of the
Lawrence H. Newman Revocable Trust



200717051

Page: 7 of 10
07/05/2007 09:27A

Missoula County Vickie M Zeier E

Bk-800 Pg-1256

ACKNOWLEDGMENT

STATE OF MONTANA)
) ss
COUNTY OF Missoula

This instrument was acknowledged before me on June 21, 2007. I certify that I know or have satisfactory evidence that Lawrence H. Newman, as Sole Trustee of the Lawrence H. Newman Revocable Trust, is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.



Kelly Gieson
Notary Public in and for the State of Montana
Print Name: Kelly Gieson
Residing at Florence, Montana
My Commission Expires: 2-21-2011
Notary Public in and for the State of Montana

 200717051
Page: 8 of 10
07/05/2007 09:27A
Missoula County Vickie M Zeier E Bk-800 Pg-1256

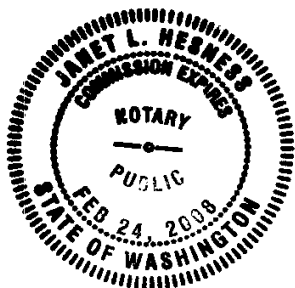
ACKNOWLEDGMENT

STATE OF WASHINGTON)
)ss
COUNTY OF KING)

On this 26th day of June, 2005, before me personally appeared Pick B. Holley and Sheri L. Ward, to me known to be the President and CEO and Assistant Secretary, respectively, of Plum Creek Timber I, L.L.C., general partner of Plum Creek Timberlands, L.P., the limited partnership that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited partnership for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument on behalf of the limited partnership and that the seal affixed is the seal of said limited partnership.

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

Janet L. Hesness
Notary Public in and for the
State of Washington
Residing at Seattle
My Commission Expires 2-24-08
Printed Name Janet L. Hesness



 200717051
Page: 9 of 10
07/05/2007 09:27A
Missoula County Vickie M Zeier E Bk-800 Pg-1256

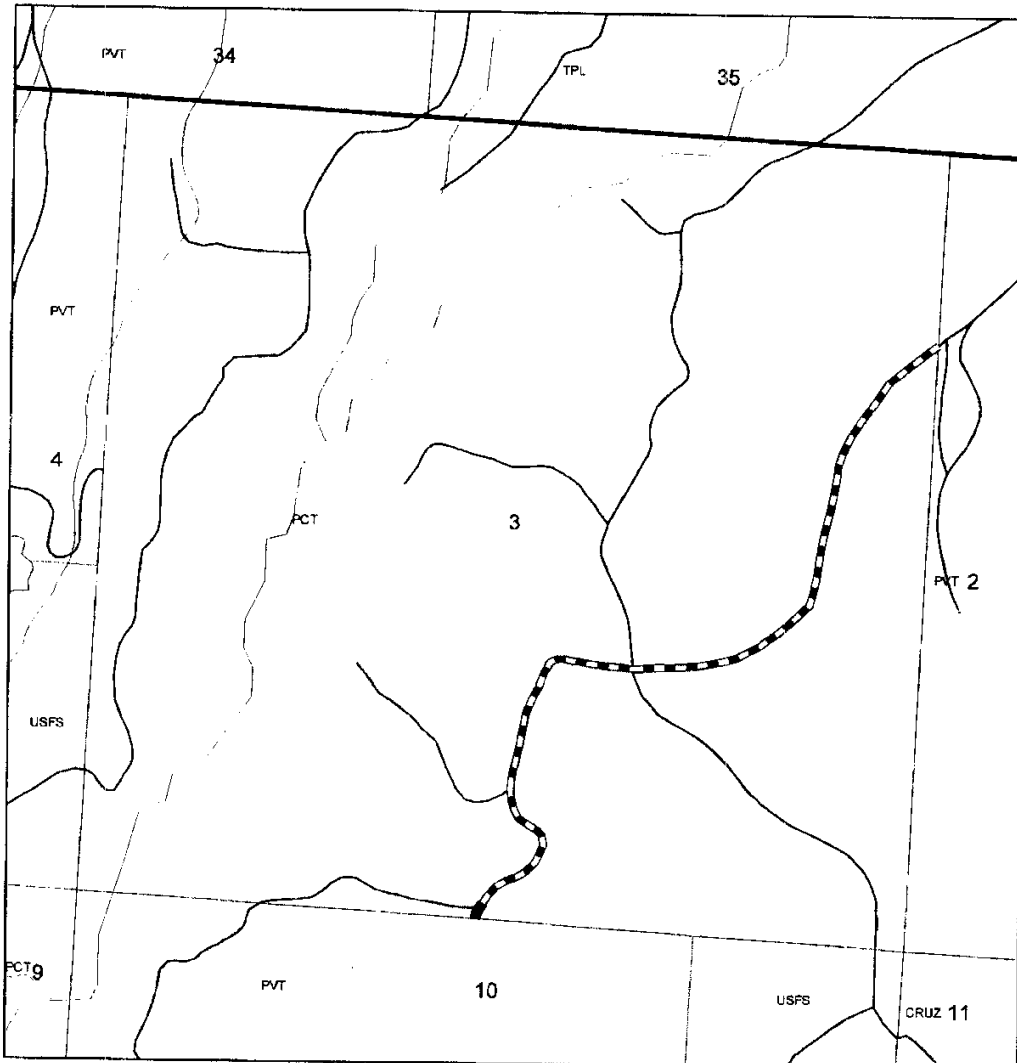




EXHIBIT "A"
Section 3, Twp. 20N Rge. 17W, P.M.M.
Missoula County, Montana

 Easement from Plum Creek Timberlands, L.P. to Lawerance H. Newman Revocable Trust - Existing Road

 Easement from Plum Creek Timberlands, L.P. to Lawerance H. Newman Revocable Trust - New Construction

May 16, 2007



 **PlumCreek**

LGJ/MWW



Missoula County Vickie M Zeier E

200717051

Page: 10 of 10
 07/05/2007 09:27A

Bk-800 Pg-1256