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File No. 907-11-84.210

Deed No. 35055

ROAD USE AGREEMENT AND
EASEMENT EXCHANGE

This agreement, made and entered into as of the _____ day of _____, 198____, by and between BURLINGTON NORTHERN RAILROAD COMPANY, a Delaware corporation, and PUBLISHERS FOREST PRODUCTS COMPANY of WASHINGTON, a Washington corporation; WITNESSETH:

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Burlington Northern Railroad Company, for and in consideration of the grant hereinafter made, hereby grants and conveys to Publishers Forest Products Company of Washington, its successors and assigns, a permanent, non-exclusive easement upon, over and along a right of way 30 feet in width with such additional widths as may be necessary for needed cuts and fills described as follows and shown colored red on Exhibit A attached hereto and made a part hereof:

The Government Lots 1 and 7, SE1/4NE1/4 and N1/2SE1/4, Section 35, Township 7 North, Range 6 East, W.M., Skamania County, Washington.
The SE1/4SW1/4 and W1/2SE1/4, Section 23, Township 7 North, Range 6 East, W.M., Skamania County, Washington.

Publishers Forest Products Company of Washington, for and in consideration of the grant hereinabove made, hereby grants and conveys to Burlington Northern Railroad Company, its successors and assigns, a permanent, non-exclusive easement upon, over and along a right of way 30 feet in width with such additional widths as may be necessary for needed cuts and fills described as follows and shown colored blue on attached Exhibit A:

The N1/2NW1/4 and NW1/4NE1/4 Section 34, Township 7 North, Range 6 East, W.M., Skamania County, Washington.

The parties agree that the rights hereinbefore granted shall be subject to the following terms and conditions; which terms and conditions shall also apply to any successors and assigns of the parties hereto.

1. The above grants and conveyances are subject to all matters of public record as of the date of this agreement.
2. These easements are conveyed for the purpose of construction, reconstruction, maintenance and use of existing and proposed roads for the purpose of providing access to or from lands now owned or hereafter acquired. If the road is located substantially as shown on Exhibit A, the exact location of the road is hereby deemed accepted.

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3. Each party reserves for itself, 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 in a manner that will not unreasonably interfere with the rights granted to the other party.
 4. Each party reserves the right to grant to third parties over its lands, upon such terms as it chooses, any or all of the rights reserved by it herein; provided, that use by such third parties shall be subject to the terms and conditions of this agreement and shall not unreasonably interfere with the rights granted to the other party.
 5. Each party may permit its respective contractors, licensees, purchasers of timber or other valuable material, and their agents hereinafter individually referred to as "Permittee" and collectively referred to as "Permittees", to exercise the rights granted to it herein.
 6. The cost of road maintenance and resurfacing shall be allocated on the basis of respective uses of said road. When one of the parties uses the road, or a portion thereof, the 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 the road 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 commenced. During periods when more than one party is using the road, or any portion thereof, the parties 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 being used; and
 - (b) a method of payment by which the party or parties using said road or 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 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.
 7. Any party using any portion of the 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 the road occur which is not caused by an authorized user of said road, 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 party.

8. Each party reserves to itself all timber now on or hereafter growing within the rights of way on its said land.

9. Each party shall have the right to cut timber upon lands of the other party 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 timber owner and decked along the road for disposal by the owner of such timber.

10. Each party shall require each of its Permittees, before using said road on the lands of the other party for commercial purposes, to assume all risk of and indemnify and hold harmless, and at its expense, defend the parties hereunder 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 the parties, or damage to or destruction of property to whomsoever belonging, including but not limited to property of the parties resulting partly or wholly, directly or indirectly, from Permittees' exercise of its activities under said easement, excepting only such claims, cost, damage, injury or expense which may be caused by the sole negligence of one or all of the parties hereunder.

11. Each party shall require each of its Permittees, before using said road on the lands of the other party for commercial purposes, to obtain and during the term of such use, maintain a policy of liability insurance in a form and by an insurance company acceptable to each party. Coverage requirements shall be as follows:

(a) Comprehensive General Liability insurance with limits of \$250,000 - - \$500,000 personal injury each occurrence and \$500,000 property damage each occurrence.

(b) Automobile Liability insurance with the same limits as required above for comprehensive general liability insurance.

(c) Contractual Liability insurance with a limit of \$500,000.

(d) Each policy shall include endorsements which provide that the applicable party shall be given a thirty-day notice prior to cancellation or material change in the policy.

(e) The policies specified in (a) and (b) above shall include an endorsement which shall name the applicable party as an additional insured.

Prior to commencement of any work of the type contemplated in this section Permittee shall deliver to applicable party a certificate of insurance from the insurer(s) of said Permittee certifying that coverage in not less than the above named amounts is in force. The certificate of insurance shall be submitted for approval as to the insurance company writing the same, the amount and the form. The applicable party reserves the rights to require a certified copy of the policy, or to examine the policy itself.

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

Attest:

BURLINGTON NORTHERN RAILROAD COMPANY

By Susanna N. Lyman
Asst. Secretary

By David D. Leland
Vice President - Timber and Land

Attest:

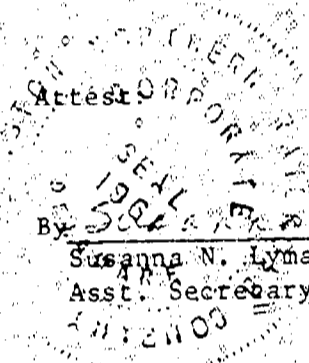
PUBLISHERS FOREST PRODUCTS COMPANY
of WASHINGTON

By [Signature]
Title: Asst. Secretary

By [Signature]
Title: Timberlands Manager

APPROVED:

[Signature]



No. _____

TRANSACTION EXCISE TAX

DEC 10 1954

Amount Paid _____

Shannon County Treasurer

By _____

PUBLISHERS FOREST PRODUCTS COMPANY
TIMBERLANDS MANAGER
4.448 12/10/54

12/10/54

[Signature]

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ACKNOWLEDGMENT

STATE OF WASHINGTON

COUNTY OF KING

On this _____ day of _____, 1984, before me personally appeared David D. Leland and Susanna N. Lyman, to me known to be the Vice President, Timber and Land and Asst. Secretary, respectively, of Burlington Northern Railroad Company, the corporation which 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 and that the seal affixed is the corporate 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.

Notary Public for the
State of Washington
Residing at Seattle
My Commission Expires 3/22/88

ACKNOWLEDGMENT

STATE OF ~~WASHINGTON~~ OREGON

COUNTY OF CLACKAMAS

On this 4th day of December, 1984, before me personally appeared Raymond M. Luthy and C. Mayer, to me known to be the Timberlands Manager and Asst. Secretary, respectively, of Publishers Forest Products Company of Washington, the corporation which 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 and that the seal affixed is the corporate 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.

Helda A. Hazlett

Notary Public for the
State of ~~Washington~~ Oregon
Residing at 11188 SE 60th, Milwaukie, Or. 97222
My Commission Expires 10/21/88

After recording return to: Timber Department
Publishers Forest Products Co. of Washington
4000 Kruse Way Place
Lake Oswego, Or. 97034

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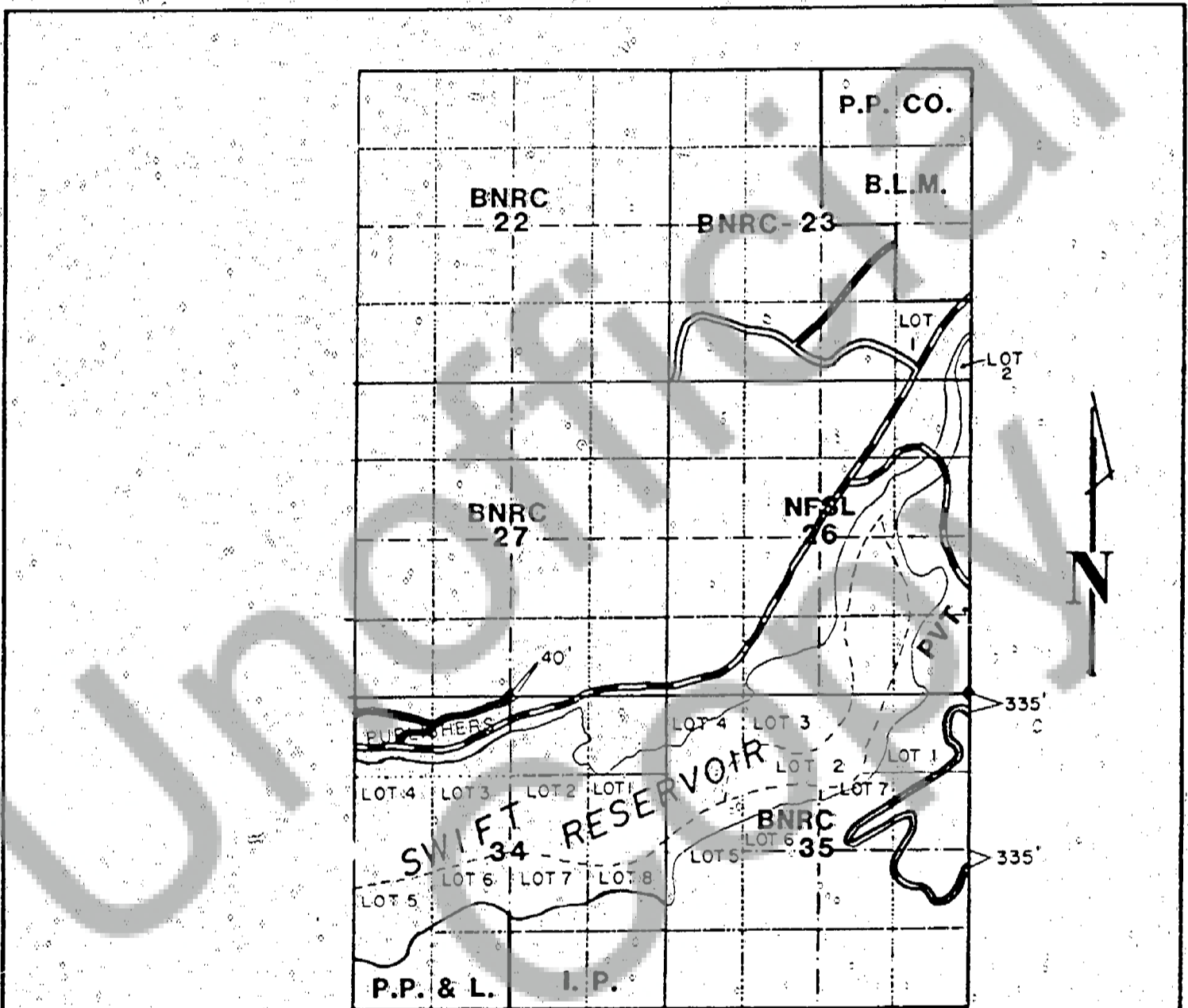


Exhibit 'A'

Secs. ^{23, 34,} ₃₅ Twp. 7N. Rge. 6E., W.M.

SKAMANIA County, WA.

- ==== Easement Granted from BNRC to Publishers
- Easement Granted from Publishers to BNRC

Scale 2 in = 1 mile DWN BY G.W.C. DATE 8-6-84