

AGREEMENT

THIS AGREEMENT, made and entered into this 9th day of March, 1988, by and between WEYERHAEUSER COMPANY, a Washington corporation, hereinafter referred to as "WEYCO," and PUBLISHERS FOREST PRODUCTS CO. OF WASHINGTON, a Washington corporation, hereinafter referred to as "PFPCO,"

W I T N E S S E T H:

WHEREAS, each of the parties hereto owns certain lands and timber in Skamania County, Washington, and it is to their mutual advantage that each have use of logging roads over the lands of the other for the purpose of timber land management and removal of forest products.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

1. Right of Way. Subject to the terms and conditions hereof:

(a) PFPCO hereby gives WEYCO the nonexclusive right to construct a spur road and use constructed logging roads over and across lands owned by PFPCO in Section 22 and the SE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 23, Township 7 North, Range 5 East, W.M., Skamania County, Washington, more specifically described as segment "A" to "B," "E" to "F" (existing), and "F" to "G" (new) of Exhibit "A."

(b) WEYCO hereby gives PFPCO the right to use an existing road and construct and use a newly constructed logging road over and across lands owned by WEYCO in the SW $\frac{1}{4}$ SW $\frac{1}{4}$, Section 23, Township 7 North, Range 5 East, W.M., Skamania County, Washington, and more specifically described as segments "B" to "C" (existing) and "C" to "D" (new) of Exhibit "A."

PFPCO agrees to construct said road to the following specifications:

Width: On tangents maximum 12 feet finished surface with 20 feet road bed including ditch line. On curves 28 feet finished surface with minimum curve radius of 60 feet, with 100 feet radius preferred.

Turnouts: Intervisible with minimum length of 100 feet with 50 feet of 20 feet usable width.

Grade: Maximum sustained favorable grade not to exceed 14%, maximum sustained adverse grade not to exceed 10%.

(c) Such roads shall be used for the purpose of timberland management, or for the removal and transportation of logs or other forest products

from any of the lands or timber presently owned, or which may be hereafter acquired by the parties to this Agreement, in said Township and Range.

2. Term. This Agreement shall be terminated March 30, 1990.

3. Use of Roads. Each party agrees that in using roads crossing lands of the other it will conform at all times to the reasonable rules and regulations of the landowner with respect to the control of traffic, fire protection, and all rules of the road. In addition, each party will, in the use of said roads, conform to all applicable rules, regulations and laws of any governmental body having jurisdiction in the premises, and in particular to all such rules, regulations and laws relating to fire hazard, fire prevention, fire suppression, and sanitation, and each party further agrees that it will not use said roads for any purpose that may be connected with or constitute a nuisance.

4. Road Maintenance. The party using a road shall maintain it during such use and shall leave the road in as good or better repair than when such use commenced. In the event of joint use of a road, the cost of maintenance shall be prorated between the parties as determined by the volume of forest products transported over said road by each, but the party who owns or controls the road shall have the first opportunity to perform maintenance thereon.

5. Indemnity. Each party shall be responsible for acts of commission, omission or negligence on the part of its contractors or its or their employees, representatives, guests or invitees, arising or growing out of their use or maintenance of roads or the exercise of other privileges or obligations hereunder, and shall indemnify and save and hold harmless the other party from any and all liens, claims, charges, liability and/or damages therefrom.

6. Default. In the event of the default of either party in the performance of its obligations hereunder, and if such default shall continue for fifteen (15) days after written notice from the other party, the right of the party in default to use roads or cross lands under the provisions of this Agreement shall be suspended until such default is removed.

7. Assignment. This Agreement shall not be assignable by any party without the written consent of the other party. However, no transfer of lands or timber rights of any of the parties hereto shall operate to diminish the rights of the remaining party to cross lands or use roads as provided hereunder, it being the intent of the parties that the lands of each of them shall be subject to the rights herein granted.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate on the day and year first hereinabove written.

WEYERHAEUSER COMPANY

PUBLISHERS FOREST PRODUCTS CO. OF WASHINGTON

By D. W. Wilbur
Forest Land Use Manager

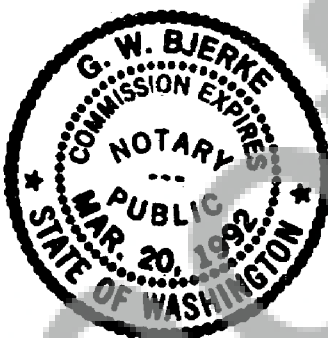
By Raymond M. Luthy

STATE OF WASHINGTON)
) ss.
County of King)

March 10, 1988

Personally appeared D. W. Wilbur who, being duly sworn did say that he is the Forest Land Use Mgr. of WEYERHAEUSER COMPANY and that the foregoing instrument was signed on behalf of said corporation by authority of its board of directors and he acknowledged said instrument to be its voluntary act and deed.

Before me:



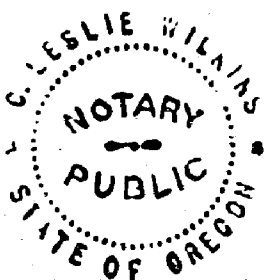
G. W. Bjerke
Notary Public for Oregon Washington
My Commission Expires: March 20, 1992

STATE OF OREGON)
) ss.
County of Clackamas)

March 17, 1988

Personally appeared Raymond M. Luthy who, being duly sworn did say that he is the Vice President of PUBLISHERS FOREST PRODUCTS CO. OF WASHINGTON and that the foregoing instrument was signed on behalf of said corporation by authority of its board of directors and he acknowledged said instrument to be its voluntary act and deed.

Before me:



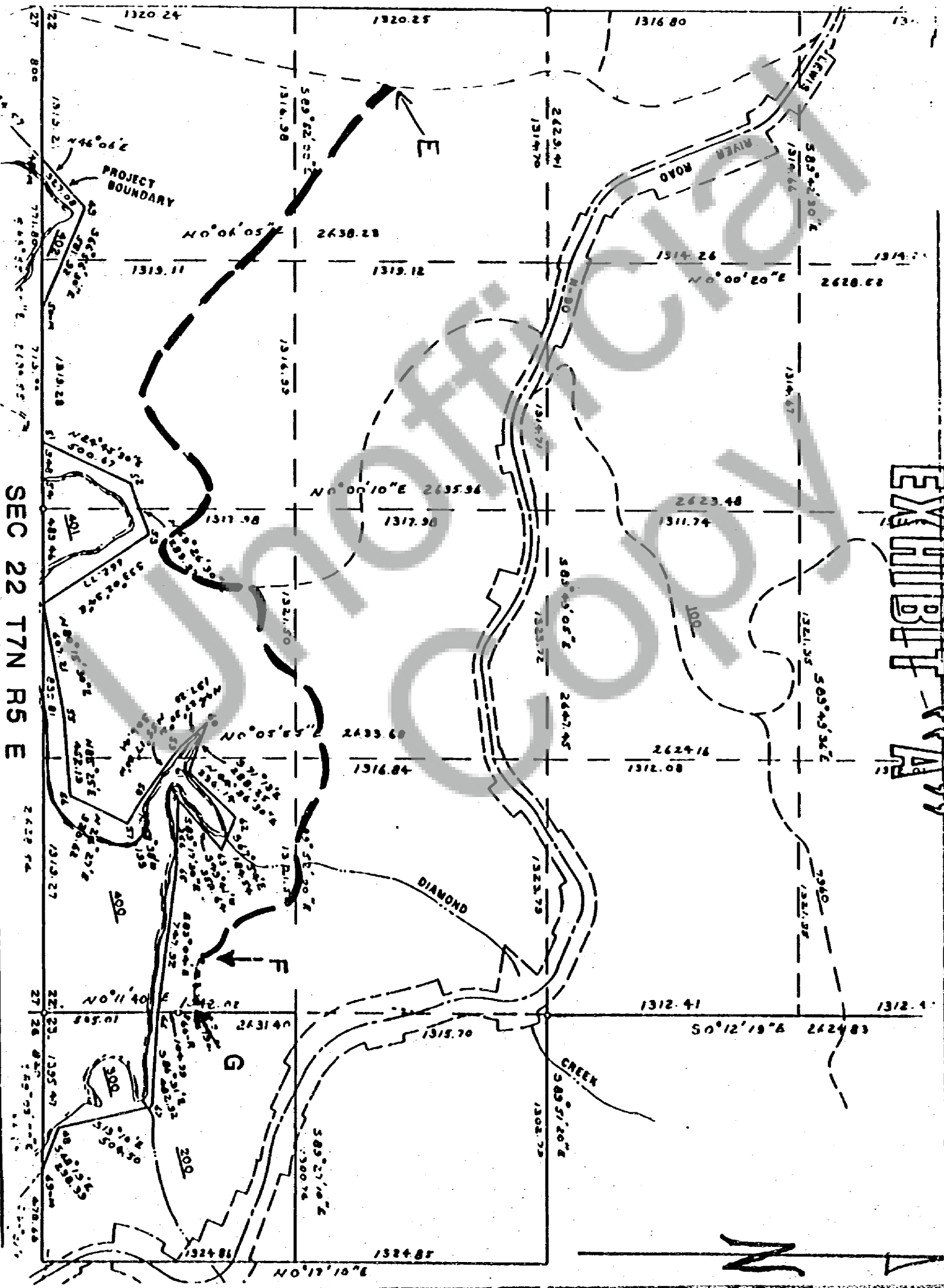
Leslie Wilkins
Notary Public for Oregon
My Commission Expires: April 27, 1990

(DISK3-WYCO.3)

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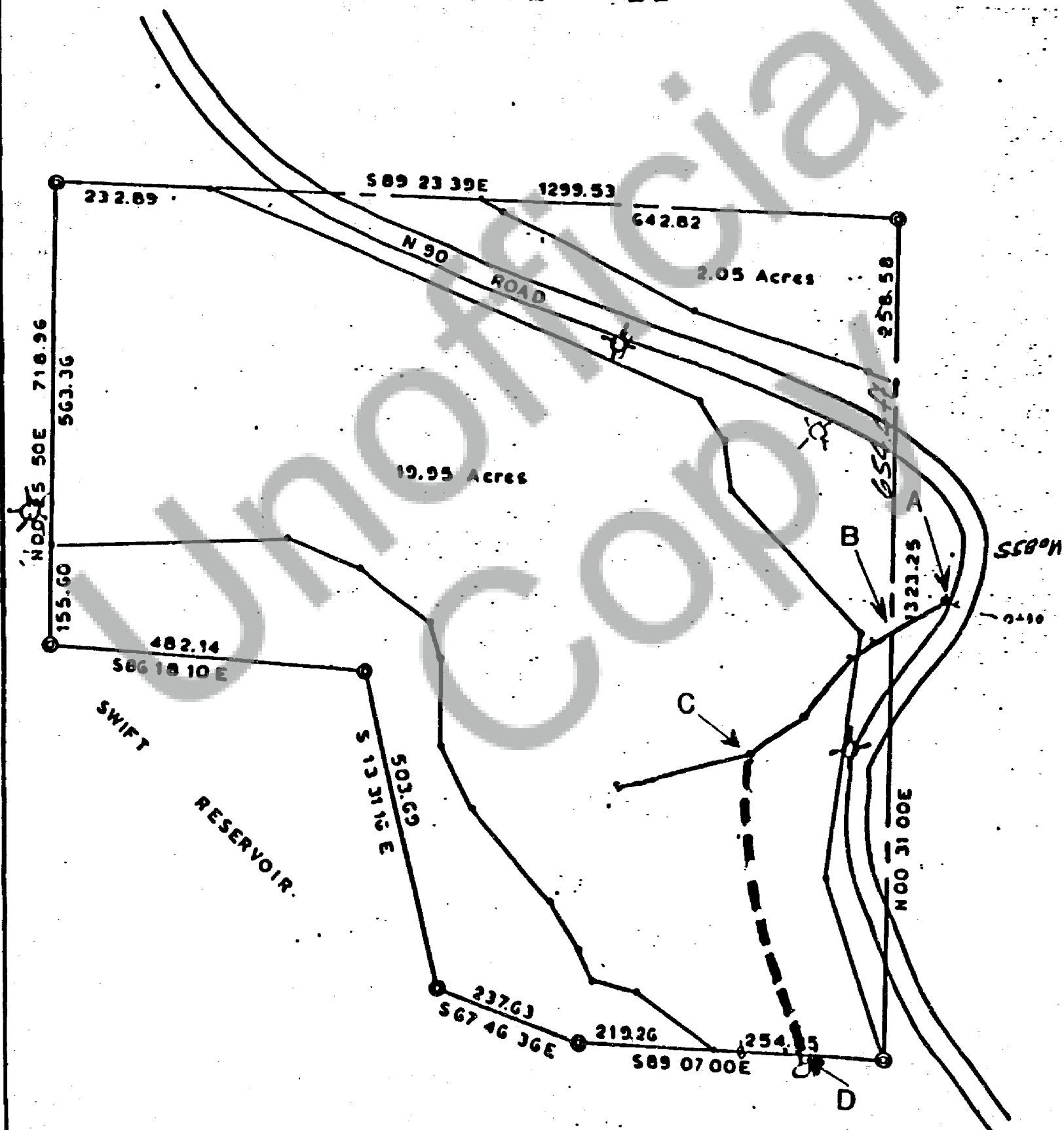
FILED FOR RECORD
SKAMANIA CO. WASH
BY PUBLISHERS FOREST
PRODUCTS CO. OF WA.
MAR 21 12 16 PM '88
A. N. N. N. N.
AUDITOR
GARY M. OLSON

EXHIBIT A



SEC 22 7N R5 E

EXHIBIT 'A'



SKAMANIA COUNTY WASHINGTON
SW SW SEC 23 T7N R5E