

37-320

46285

AGREEMENT

THIS AGREEMENT, made as of the 30th day of September, 1951,
between WEYERHAUSER TIMBER COMPANY, a Washington corporation,

P. O. Box 1645, Renton, Washington, hereinafter referred to as "Weyerhaeuser", and HAROLD WEST, a citizen of the United States, located
at "Hayford", 1111 B.B.D.H., hereinafter referred to as "West",

in consideration of the mutual covenants, terms and conditions
hereinafter set forth, the parties agree and conclude as follows:

A. Weyerhaeuser hereby grants to Harold West, his successors
and assigns, the right to lease, rent or otherwise occupy

so improve, maintain, repair and otherwise manage and operate
the following described land, which is more particularly described

as follows: A tract of land containing approximately 100 acres, more or less,
shown in plan attached hereto, and more particularly described as

the part herein described, Section 5 and 6, Township 8 North, Range 8 East,
a telephone number 414-1111, America by arrangement.

to construct, maintain, repair and otherwise manage and operate
an orchard upon, over and under the same, and to have and hold the same

8 North, Range 8, Township 8, America, subject to all rights, easements
and liens of record, and to have and hold the same in fee simple.

B. Weyerhaeuser agrees to furnish, maintain, repair, construct, open
trails and roads, and to do all other work necessary to make the same

purpose or purposes to go upon, cross, recross and use said roads and the rights of way thereof; provided that the exercise of any such reserved right shall not unduly or materially interfere with the use of said road by Harbor.

II.

A. Harbor hereby grants to Moyerhauser, its successors and assigns, a right of way easement for, together with the right to improve, maintain and use the existing road upon, over and across the SW 1/4 of NE 1/4 and the NW 1/4 SE 1/4 of Section 17, Township 7 North, Range 9 East of W. M., in Skamania County, Washington, shown in yellow on Exhibit A.

B. Harbor, for itself, its successors, assigns, contractors and permittees, reserves the right at all times and for any purpose or purposes to go upon, cross, recross and use said roads and the rights of way thereof; provided that the exercise of any such reserved right shall not unduly or materially interfere with the use of said road by Moyerhauser.

III.

It is understood that the road, of which the portions described in Sections I and II are a part, crosses lands owned by the United States of America and the State of Washington. The parties agree that neither will make any objection to any application by the other either to the United States of America or to the State of Washington for permission to use said road on the lands of either or both the United States of America and State of Washington.

IV.

The terms and conditions hereof are as follows:

A. The term of this Agreement shall be for a period of time ending August 1, 1970; provided that said term may be extended for additional periods of ten (10) years each by either party's giving

notice in writing thereof to the other party not less than sixty (60) days prior to the end of the then current term; but the term hereof, as so extended, shall not endure beyond August 1, 2000.

B. 1. Whenever said road is being used by only one of the parties, the using party shall not be obligated to maintain the road to a standard higher than may be required to serve its own needs, provided that said road shall be maintained in a condition suitable for passenger car travel.

2. Whenever both parties are using the same portion of said road for transportation of logs or other forest products at the same time, each party will contribute a proportionate share to the maintenance of said portion of said road, based on the volume of logs and other forest products which it transports over said portion of said road in comparison to the total volume of logs and other forest products transported over said portion of said road by all parties.

3. If either party, or both, solely, has been using said road, it shall, upon completion of such use, leave said road in good condition suitable for passenger car travel.

C. Each party shall comply with all federal and regulations, Federal or State, including, but not limited to, those relating to forestry and conservation practices and the prevention, suppression and control of fire and all valid orders of Federal or State officials pertaining thereto.

D. During hazardous fire weather and in any event during the period from April 1st to October 15th of each year, each party, for fire protection purposes, shall furnish and maintain:

1. At a suitable site for any operation in connection with which said road is used, instruments suitable for measuring the relative humidity of the air and the party conducting such operation

shall suspend the use of said road for all purposes, except fire prevention, suppression and control whenever the relative humidity is 30% or less, or when in the judgment of an authorized representative of the company such suspension is considered necessary to guard against fire on account of, but not limited to, the existence in the vicinity of said road of an excessive amount of inflammable debris, low humidity, low fuel moisture content, high wind or temperature or a combination of any such conditions; and shall not resume said operation and use until authorized so to do by said representative; and

B. at each operating side in connection with which said road is used, a mobile tank truck of tank of not less than 1,000-gallon capacity full of water, together with a suitable power pump and not less than 1,000 feet of hose all in good operating condition.

C. Each party, upon discovery of fire in the vicinity of said road, shall immediately notify the other party and the nearest State Fire Warden thereof.

D. Each party shall:

1. take all reasonable precaution to prevent unauthorized persons from using said road and from entering either party's lands by means thereof;

2. suspend use of said road for transportation of forest and other products whenever such use, due to weather conditions, will cause excessive damage to said road; and

3. neither party shall obstruct nor land any logs or other forest products alongside said road nor load any trucks thereon without the other party's permission in writing.

E. Each party using said road agrees that it will indemnify and save harmless the other party from and against all damage or loss or to the persons or property of third parties and/or the other

Party Name: QBU6A
or privilege Name:
or telephone number:
Date: 1991-1-
(b) 7(c)(5) attorney
client privilege (b) 7(c)(5)
and (b) 7(d) attorney
client privilege (b) 7(d)
and (b) 7(e) attorney
client privilege (b) 7(e)
and (b) 7(f) attorney
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and (b) 7(j) attorney
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and (b) 7(k) attorney
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and (b) 7(l) attorney
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and (b) 7(m) attorney
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and (b) 7(r) attorney
client privilege (b) 7(r)
and (b) 7(s) attorney
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client privilege (b) 7(u)
and (b) 7(v) attorney
client privilege (b) 7(v)
and (b) 7(w) attorney
client privilege (b) 7(w)
and (b) 7(x) attorney
client privilege (b) 7(x)
and (b) 7(y) attorney
client privilege (b) 7(y)
and (b) 7(z) attorney
client privilege (b) 7(z)

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

WEYERHAUSER TIMBER COMPANY

By J. P. Weyerhaeuser
President

Attest: George S. Long Jr.
Secretary

HARBOR PLYWOOD CORPORATION

By Martin D. Nease
President

Attest: James E. Bales
Secretary

STATE OF WASHINGTON

COUNTY OF PIERCE

On this 10 day of November, 1953, before me personally
appeared J. P. Weyerhaeuser, Jr., and George S. Long, Jr., to me known
to be the President and Secretary of Weyerhaeuser Timber Company, one
of the corporations 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 they were authorized to execute said instrument
and that the seal affixed is the corporate seal of said corporation.

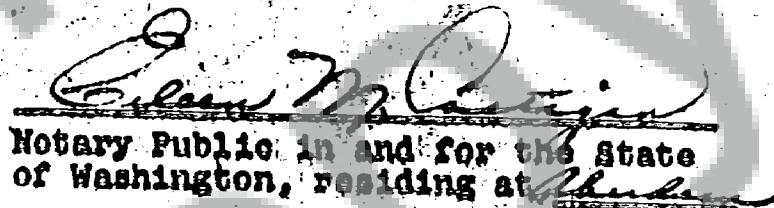
IN WITNESS WHEREOF, I have hereunto set my hand and affixed
my official seal the day and year first above written.

Notary Public in and for the State
of Washington, residing at Tacoma.

STATE OF WASHINGTON }
COUNTY OF GRAYS HARBOR } ss

On this 1st day of November, 1953, before me personally appeared Martin N. Deschler and E. P. D. Byers,
to be known to be the President and Secretary of Harbor Plywood
Corporation, one of the corporations 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 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 first above written.


Eileen M. LaTourette
Notary Public in and for the State
of Washington, residing at Olympia

TOUTLE TRAIL ROAD

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SKAMANIA COUNTY

SECS 17, 18, 19, 20, 21

CHARGE

HARBOR PLYWOOD CORPORATION

SCALE 1" = 800' JUN 1958

