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37-320

AGREEMENT

THIS AGREEMENT, made as of the 30th day of September, 1953,
between HEYERHAEUSER TIMBER COMPANY, a Washington corporation,
P. O. Box 1643, Tacoma 1, Washington, hereinafter referred to as
"Heyerhaeuser", and HARBOR LIGHT COAST GUARD STATION, a corporation
organized under the laws of the State of Washington, hereinafter referred to as
"Harbor", do hereby agree as follows:

The location of the mutual property and conditions
hereinafter set forth shall be as follows:

A. Heyerhaeuser hereby grants to Harbor, its successors and
assigns:

1. A portion of the land
to improve, maintain and construct
the following property:

1. The land shown in section 1 of the map
part hereof, and
2. The land shown in section 2 of the map
a telephone line and
America by air and
to construction,
in width upon, over and under
8 North, Range 5 and 6 of T1N, R5E, S12E, Washington, the
location shown on the map.

B. Heyerhaeuser hereby grants to Harbor, its successors, con-
tractors and persons, the right to use the land 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 Harbor.

II.

A. Harbor hereby grants to Meyerhauser, 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 $\frac{1}{4}$ of NE $\frac{1}{4}$ and the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 17, Township 7 North, Range 5 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 Meyerhauser.

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 proportion to the total volume of logs and other forest products transported over said portion of said road by all parties.

3. Whenever either party, 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 laws 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 authority 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

2. at each operating side in connection with which said road is used, a mobile tanker with 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.

3. 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.

4. 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.

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

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

WEYERHAEUSER TIMBER COMPANY

By J. P. Weyerhaeuser, Jr.
President

Attest: George S. Long, Jr.
Secretary

HARBOR PLYWOOD CORPORATION

By Walter H. Heston
President

Attest: Edwin B. 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.

D. P. Lantz

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

STATE OF WASHINGTON }
COUNTY OF GRAYS HARBOR } ss

On this 2nd day of November, 1953, before me personally appeared Martin N. Deggeler and Elmer E. Jones, to me 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.

Elmer E. Jones
Notary Public in and for the State
of Washington, residing at Shubert



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SCALE 1" = 100' JAN. 1978

