

FILED FOR RECORD
SKAMANIA COUNTY, WASH.
BY WeyerhaeuserPC File No. 907-11-50.210
PC Doc No. 59241

20454

SEP 29 1 37 PM '99

RE Excise Tax

Sept 21 1999

Pd 121.81

Jm

SAVANNAH WILSON

DEPUTY CLERK OF SKAMANIA COUNTY

WHEN RECORDED, RETURN TO:
Weyerhaeuser Company
Attention: Eleanor L. Lathrop
Land Use ForesterPO Box 188
Longview WA 98632

GARY H. OLSON

| | |
|--|---|
| Type of Document: | Easement Exchange |
| Reference Number(s) of Documents Assigned or Released: | N/A |
| Grantor/Grantee: | Weyerhaeuser Company |
| Grantee/Grantor: | Plum Creek Timberlands, L.P. |
| Abbreviated Legal Description: | Township 7 North, Range 5 East, W.M.: Sec. 23: SE $\frac{1}{4}$ NE $\frac{1}{4}$; SE $\frac{1}{4}$; Sec. 24: N $\frac{1}{4}$ NE $\frac{1}{4}$; all in Skamania County, Washington |
| Complete legal description on page 1 of this document. | |
| Assessor's Property Tax Parcel/Account Number(s): | 07-05-00-C-02500-00; |

EASEMENT EXCHANGE

THIS AGREEMENT, made and entered into as of the 31st day of August, 1999, by and between WEYERHAEUSER COMPANY, a Washington corporation, hereinafter called "Weyerhaeuser," and PLUM CREEK TIMBERLANDS, L.P., successor in interest by merger to Plum Creek Timber Company, L.P., a Delaware limited partnership, hereinafter called "Plum Creek," WITNESSETH:

A. Weyerhaeuser hereby grants and conveys to Plum Creek a perpetual, nonexclusive easement upon, over and along a right of way sixty (60) feet in width over and across the following described lands in Skamania County, Washington:

| Description | Sec. | Twp. | Rge., W.M. |
|-----------------------------------|------|------|------------|
| SE $\frac{1}{4}$ NE $\frac{1}{4}$ | 23 | 7N | 5E |
| SE $\frac{1}{4}$ | 23 | 7N | 5E |

said right of way being thirty (30) feet on each side of the centerline of the road identified as road number 7905 and located approximately as shown on the attached "Exhibit A"

B. Weyerhaeuser hereby grants and conveys to Plum Creek a perpetual, nonexclusive easement upon, over and along a right of way sixty-six (66) feet in width over and across the following described lands in Skamania County, Washington:

| Description | Sec. | Twp. | Rge., W.M. |
|------------------|------|------|------------|
| SE $\frac{1}{4}$ | 23 | 7N | 5E |

said right of way being thirty (33) feet on each side of the centerline of the road identified as road number 9015 and located approximately as shown on the attached "Exhibit A"

C. Plum Creek hereby grants and conveys to Weyerhaeuser a perpetual, nonexclusive easement upon, over and along a right of way sixty (60)

WEYERHAEUSER/PLUM CREEK
Skamania County, Washington
H99-216/LS-0308
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8/30/99

EX-2500/2600
9-29-99
BAM

Indexed ☒
Recorded ☒
Filed ☒
Noted ☒

feet in width over and across the following described lands in Skamania County, Washington:

| <u>Description</u> | <u>Sec.</u> | <u>Twp.</u> | <u>Rge., W.M.</u> |
|----------------------------------|-------------|-------------|-------------------|
| N $\frac{1}{2}$ NE $\frac{1}{4}$ | 24 | 7N | 5E |

said right of way being thirty (30) feet on each side of the centerline of the road identified as road number 7980 and located approximately as shown on the attached "Exhibit A."

II

The parties hereto agree that the rights hereinabove granted shall be subject to the following terms and conditions:

1. Quantifying Words and Terms - For the purposes of this Agreement, the words and terms "center line," "portion," "right of way," "road," "road facility," "road segment," "road structure," and "roadway" shall refer to the plural as well as the singular.

2. Purpose - These easements are conveyed for the purpose of construction, reconstruction use and maintenance of roads for hauling forest products or other valuable materials from lands now owned or hereafter acquired by the parties hereto, and to provide access to said lands for land management and administrative activities.

3. Road Crossing - Each party reserves the right to use, cross and re-cross, patrol and repair said road on lands owned by it for any and all purposes, in any manner that will not unreasonably interfere with the rights granted to the other party hereunder.

4. Third Parties - Each party 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 party shall be subject to the terms and conditions of this Agreement and shall not unreasonably interfere with the rights granted to the other party hereunder.

5. Maintenance - The cost of road maintenance and resurfacing 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 and resurfacing 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 commenced. During periods when more than one party is using said road, or a portion thereof, each party's share of maintenance and resurfacing shall be prorata in proportion to its use thereof.

For the purposes of this Agreement, maintenance is defined as the work normally necessary to preserve and keep the roadway, road structure and road facility as nearly as possible in their present condition or as hereafter improved.

6. 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 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.

7. Improvement - Unless the parties hereto agree in writing to share the cost of improvements in advance of such improvements being made, said improvements shall be solely for the account of the improver.

8. **Right of Way Timber** - Each party hereto reserves to itself all timber now on or hereafter growing within said right of way on its said lands.

9. **Exercise of Rights** - Each party may permit its agents, contractors, licensees, vendors, lessees, purchasers of timber or other valuable materials, and their agents, hereinafter individually referred to as "Permittee" and collectively referred to as "Permittees," to exercise the rights granted to it herein.

10. **Indemnification** - (a) Weyerhaeuser will assume all risk of, and indemnify and hold harmless, and at its expense defend Plum Creek 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 employees of Plum Creek or damage to or destruction of property to whomsoever belonging, including but not limited to property of Plum Creek, resulting partly or wholly, directly or indirectly from Weyerhaeuser's exercise of the rights herein granted, excepting only such claims, cost, damage, injury or expense which may be caused by the sole negligence of Plum Creek.

(b) Plum Creek will assume all risk of, and indemnify and hold harmless, and at its expense defend Weyerhaeuser 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 employees of Weyerhaeuser or damage to or destruction of property to whomsoever belonging, including but not limited to property of Weyerhaeuser, resulting partly or wholly, directly or indirectly from Plum Creek's exercise of the rights herein granted, excepting only such claims, cost, damage, injury or expense which may be caused by the sole negligence of Weyerhaeuser.

11. **Insurance** - Before using said road, each party shall obtain and maintain in full force and effect during the term hereof, at its sole expense, the following insurance coverages and shall require the same of each of its Permittees:

(a) For all persons engaged in construction activities or using equipment other than autos or trucks: Comprehensive or Commercial General Liability (occurrence form), covering bodily injury and property damage liability, including contractual, XCU, products and completed operations with minimum limits of \$1,000,000 per occurrence, \$1,000,000 Aggregate Products - Completed Operations and \$1,000,000 General Aggregate. The other party shall be designated as an Additional Insured;

(b) For all persons operating heavy trucks (over one [1] ton): Comprehensive Automobile Liability covering owned, hired and non-owned vehicles with minimum limits of \$1,000,000 per person and \$2,000,000 per accident for bodily injury and \$500,000 property damage or combined single limit of \$2,000,000;

(c) For all miscellaneous users operating pickup trucks, light trucks (one [1] ton or under) or passenger cars: Comprehensive Automobile Liability covering owned, hired and non-owned vehicles with minimum limits of \$500,000 per person and \$500,000 per accident for bodily injury and \$100,000 property damage or combined single limit of \$500,000;

and each party shall furnish the other party with Certificates of Insurance evidencing compliance herewith. Each party's insurance carrier shall be required to give the other party at least thirty (30) days' written notice prior to any change or cancellation of said coverage, either in whole or in part, and the failure of either party's insurance carrier to give said notice as required shall be a default on said party's part.

From time to time, as dictated by economic or legal considerations, the parties may make reasonable changes in the amounts and types of insurance required by each party and each party's Permittee.

12. **Compliance with Laws and Regulations:** Each party shall comply with all applicable Federal, State and local laws, regulations and ordinances, including but not limited to those governing the construction, reconstruction, use and maintenance of roads.

13. **Successors and Assigns** - The rights and obligations herein shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

14. **Termination** - The parties agree if said road, or a portion thereof, is no longer needed to access land of a party hereto, upon written request, the other party hereto shall be furnished with a release in recordable form evidencing termination of that party's rights to utilize such abandoned road or road segment.

15. **Prior Rights** - These grants and all rights hereunder are subject to all liens, easements, servitudes, rights of way, oil, gas, and mineral leases, and all other grants or reservations either of record or on the ground affecting this property.

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

WEYERHAEUSER COMPANY,
a Washington corporation

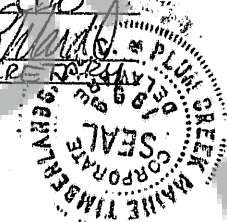
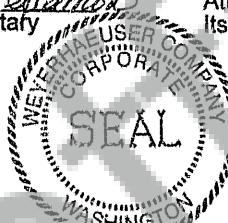
PLUM CREEK TIMBERLANDS, L.P.
By: Plum Creek Timber I, L.L.C.
General Partner

By: John P. McMahon
Title: Vice President

By: [Signature]
Its: General Partner

Attest: Pamela M. Redmon
Assistant Secretary

Attest: [Signature]
Its: Assistant Secretary



STATE OF WASHINGTON

COUNTY OF KING

I certify that I know or have satisfactory evidence that John P. McMahon and Pamela M. Redmon are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the Vice President and Assistant Secretary, respectively, of WEYERHAEUSER COMPANY, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: August 31, 1999

Lisa M. Eurum
Notary Public

My appointment expires: 3/28/01



WEYERHAEUSER/PLUM CREEK
Skamania County, Washington
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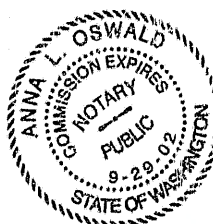
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STATE OF WASHINGTON

COUNTY OF Kag } ss

On this 8th day of September, 1999, before me personally appeared Rick R. Holley and Sheri L. Ward, to me know to be the President and Chief Executive Officer and the Assistant Secretary, respectively, of Plum Creek Timber I, L.L.C., the 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 the said instrument on behalf of the limited partnership.

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



Anna L. Oswald
Notary Public in and for the State
of Washington

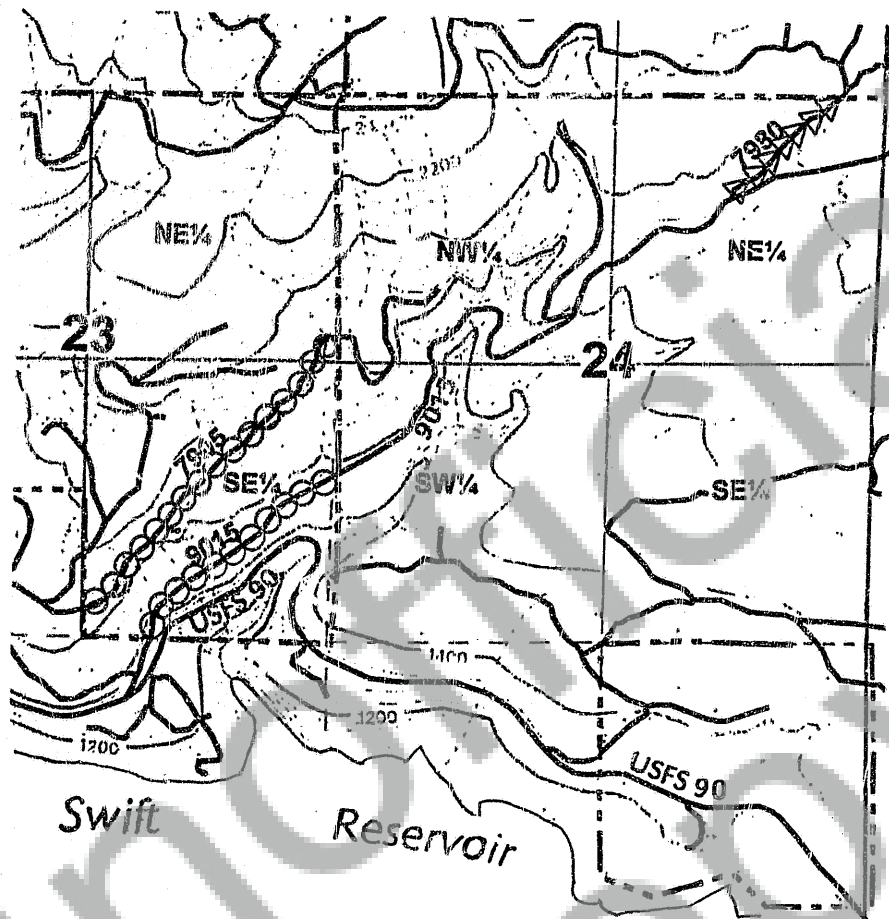
Residing at: Sedro Blaine

My Commission expires: 9/29/02

Printed Name: Anna L. Oswald

ROAD EASEMENT GRANTED TO WEYERHAEUSER SHOWN: 

ROAD EASEMENT GRANTED TO PLUM CREEK SHOWN: 



APPROXIMATE LOCATION OF ROAD RIGHTS OF WAY
 TO WEYERHAEUSER COMPANY: N $\frac{1}{2}$ NE $\frac{1}{4}$, SECTION 24, T7N, R5E - ROAD 7980
 TO PLUM CREEK TIMBERLANDS, L.P.: SE $\frac{1}{4}$, SECTION 23, T7N, R5E - ROADS 7905 AND 9015
 ALL IN SKAMANIA COUNTY, WASHINGTON

EXHIBIT A - Page 1 of 1
 WEYERHAEUSER/PLUM CREEK
 Skamania County Washington
 H99-216/LS-308
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