

DEED RECORD No. 33

SKAMANIA COUNTY, WASHINGTON

1. transporting logs and other forest products from lands and timber now owned by Weyerhaeuser and from lands and timber hereafter acquired by Weyerhaeuser in Township 7N, Range 5E of W. M.; in the S $\frac{1}{2}$ S $\frac{1}{2}$ of Section 32, Township 8N, Range 5E of W. M.; all Fr. Section 6, Township 6N, Range 5E of W. M.; and Lots 6, 7, 10 and 9, SE $\frac{1}{4}$ of SW $\frac{1}{4}$, NE $\frac{1}{4}$ of SE $\frac{1}{4}$, Lot 8, and S $\frac{1}{2}$ of SE $\frac{1}{4}$ of Section 32, Township 7N, Range 6E of W. M., except logs or forest products from lands or timber in the areas described in this sub-paragraph 1 owned by or acquired from the United States or the State of Washington.

2. transporting logs and other forest products produced from lands and timber now owned or hereafter acquired by Weyerhaeuser west of the range line between Ranges 4 and 5 East of W.M., which may be conveniently removed over said road or roads, and

3. transporting men, materials and equipment for the purposes of forest management, administration, development and protection, and fire prevention, suppression and control.

(b) Whenever Weyerhaeuser elects to make use of said road or roads for said transportation of logs and other forest products, the parties shall forthwith mutually determine and agree upon the fair and reasonable compensation to be paid by Weyerhaeuser to Harbor for such use. In making such determination, due consideration shall be given to the following factors:

the volume of timber removed and to be removed by all persons over said portion of the road or roads to be used by Weyerhaeuser,

the original cost thereof,

depreciation thereof,

the cost of maintenance during the period for which right of user is sought and the relation thereof to the volume of timber to be removed annually by persons entitled to use such road or roads,

the condition of such road or roads when Weyerhaeuser desires to use the same,

the amount required to restore the road or roads to satisfactory operating condition, and any and all other factors material and relevant to a determination of the fair and reasonable compensation so to be paid by Weyerhaeuser to Harbor.

(c) In the event that after a determination of compensation, as aforesaid, there shall be a material change in any of the foregoing factors, upon the request of either party the subject of compensation shall be reopened and redetermined.

(d) In the event the parties are unable to agree upon the amount of compensation so to be paid by Weyerhaeuser to Harbor, or if such compensation is not determined within sixty (60) days after Weyerhaeuser notifies Harbor of its intention to so use the road or roads, the determination of the amount of compensation shall be referred to three arbitrators experienced and qualified in the logging and lumber industry. One arbitrator shall be appointed by each party and the third shall be appointed by the two arbitrators selected by the parties. The award in writing, signed by any two of the arbitrators, shall be final and shall be made within sixty (60) days after the reference to said arbitrators. If either party shall refuse or neglect to appoint an arbitrator within twenty (20) days after the other shall have appointed an arbitrator and after written notice upon the other requesting it to appoint an arbitrator, then the arbitrator so appointed by the first party shall have the power and is authorized to proceed to arbitrate and determine the amount of compensation as if he were an arbitrator appointed by both parties hereto for that purpose, and his award in writing, signed by him, shall be final and shall be made within sixty (60) days after such refusal or failure of the other party to appoint an arbitrator.

(e) Weyerhaeuser shall not be prevented from using said road or roads pending determination of the amount to be paid by Weyerhaeuser to Harbor for such use, as hereinabove provided.

III.

With respect to any right of user of the said road on the right of way hereinabove