

in Paragraph I described and said roads owned by Harbor mentioned in Paragraph II hereinabove, there shall be reserved to the owner of the lands or right of way on which such road is located the right to cross and recross such road at any place, on grade or otherwise, with logging trucks, truck roads, or by any other means and for any purpose, provided that the party exercising such reserved rights shall not unreasonably inconvenience or interfere with the use of the said road or roads by the other party hereto.

IV.

(a) Each of the parties hereto agrees to take every reasonable precaution to prevent fires arising either on the said road or roads, right of way or on lands adjacent thereto and shall comply with all laws, rules and regulations, Federal and State, relating to fire prevention, suppression and control.

(b) Weyerhaeuser's use of said road or roads shall be subject to reasonable rules and regulations made generally applicable by Harbor to the use of said road or roads by all users thereof, including, but not limited to, those governing the yielding of right of way to loaded trucks, the speed of vehicles and other rules reasonably applicable to a log trucking road.

V.

The party using said road or roads shall and will indemnify and save harmless the other party hereto from any damage, costs or liability occasioned by or resulting from any negligence of the user of said road or roads in the use thereof. Harbor shall have no obligation to maintain the roads referred to in Paragraph II hereof, and shall not be liable to Weyerhaeuser, its employees or contractors, for failure to maintain or keep said roads in a good state of repair.

VI.

This agreement, and all terms and provisions hereof, shall inure to and be binding upon the successors and assigns of the respective parties hereto.

VII.

(a) Harbor has located and surveyed said right of way on the ground as shown on Exhibits A to G, inclusive, hereto. Weyerhaeuser has determined the volume of timber on said right of way. Harbor has paid or has made arrangements otherwise to compensate Weyerhaeuser for said timber. Unless Weyerhaeuser's written permission shall have been first obtained, Harbor shall cut no other or additional timber on said right of way or on Weyerhaeuser's lands adjacent thereto. The cutting, damaging or destroying of any such additional timber without such written permission shall be held and considered to be willful trespass, subject to triple damages.

(b) All of the timber cut on said right of way shall be felled directly thereon and not on adjacent standing timber and Harbor shall clear said right of way/all brush, slashings and debris created by the falling of the timber and the construction of a road thereon, including any which may have been deposited outside of its limits and shall burn or otherwise dispose of the same in a manner satisfactory to an authorized representative of Weyerhaeuser, maintain said right of way free and clear of all inflammable debris, take every reasonable precaution to prevent fires arising thereon and on adjacent lands and comply with all laws, rules and regulations relating to fire prevention and suppression.

VIII.

(a) The term of this agreement shall be for a period of twenty (20) years from the date hereof: provided, that said term may be extended for additional periods of ten years each by either party hereto by giving notice in writing thereof to the other party not less than sixty (60) days prior to the termination of the then current term, but the term here-