

A G R E E M E N T

THIS AGREEMENT, made as of the 30th day of September, 1953, between WEYERHAEUSER TIMBER COMPANY, a Washington corporation, P. O. Box 1645, Tacoma 1, Washington, hereinafter designated as "Weyerhaeuser", and HARBOR PLYWOOD CORPORATION, a Delaware corporation with Offices at Aberdeen, Washington, hereinafter designated as "Harbor", W I T N E S S E T H:

In consideration of the mutual grants, terms and conditions hereinafter set forth the parties grant and agree as follows:

I.

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

1. a right of way easement for, together with the right to improve, maintain and use an existing road upon, over and across the following described lands in Skamania County, Washington:

Lot 2: S $\frac{1}{2}$ NE $\frac{1}{4}$: SE $\frac{1}{4}$ NW $\frac{1}{4}$: N $\frac{1}{2}$ SE $\frac{1}{4}$: SE $\frac{1}{4}$ SE $\frac{1}{4}$	Sec. 5-7N-5E of W.M.
NE $\frac{1}{4}$ NE $\frac{1}{4}$	7-7N-5E of W.M.
W $\frac{1}{2}$ W $\frac{1}{2}$	9-7N-5E of W.M.
N $\frac{1}{2}$ NE $\frac{1}{4}$: SW $\frac{1}{4}$ SE $\frac{1}{4}$	17-7N-5E of W.M.

shown in red on a plat marked "Exhibit A", attached hereto and made a part hereof; subject, with respect to the SE $\frac{1}{4}$ of NW $\frac{1}{4}$ of said Section 5 and the NW $\frac{1}{4}$ of NE $\frac{1}{4}$ of said Section 17, to an easement for a telephone line as granted by Weyerhaeuser to the United States of America by an instrument dated April 14, 1919; and

2. a right of way easement for, together with the right to construct, maintain and use a road on a right of way 60.0 feet in width upon, over and across the S $\frac{1}{2}$ of SE $\frac{1}{4}$ of Section 32, Township 8 North, Range 5 East of W. M. in Skamania County, Washington, the location thereof being shown in green on Exhibit A.

B. Weyerhaeuser, 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 Harbor.

II.

A. Harbor hereby grants to Weyerhaeuser, 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 $\frac{1}{4}$ of 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 Weyerhaeuser.

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 relation 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 sole 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 same and the use of said road for all purposes, except fire prevention, suppression and control whenever the relative humidity is 30% or lower, or when in the judgment of an authorized representative of the other party 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.

E. 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.

F. 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.

G. 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, caused by or arising out of the exercise of any rights or privilege hereunder by the party so using or occupying any right of way herein granted, or by its agents, employees or contractors.

H. 1. All rights hereunder shall terminate automatically (a) immediately upon insolvency, adjudication of bankruptcy or appointment of a receiver for the property of either party or failure strictly to comply with the terms and provisions of Paragraph IV D above; or (b) ten (10) days after notice of default given by either party to the other, if the default has not been remedied within such time. The termination of this agreement shall not prejudice either party's right to collect damages accrued theretofore or thereafter accruing on account of the other party's breach of any term or condition hereof.

2. Any failure to exercise a right to terminate this agreement in case of default shall not constitute a waiver of the defaulting party's obligation to perform strictly in accordance with the terms of this agreement. Any such right to terminate shall remain in full force and effect and may be exercised as long as such default continues.

I. Neither this agreement nor the right of either party hereunder shall be assignable in whole or in part, by operation of law or otherwise, without the prior written consent of the other party thereto. Any such attempted assignment shall be void.

J. Any notice to be given by either party hereto to the other under the provisions of or with respect to this agreement may be served personally or by registered mail, addressed to the party to be served at the latter's post office address hereinabove set forth; and such service by registered mail shall be equivalent to personal service.

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 *Martin N. Seppeler*
President

Attest: *Ernest Dyles*
Secretary

STATE OF WASHINGTON)
COUNTY OF PIERCE) ss

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. Lenta

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

STATE OF WASHINGTON)
) ss
 COUNTY OF GRAYS HARBOR)

On this 3rd day of November, 1953, before me personally appeared Martin M. Deggeler and Elvin Byles, 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.

Eileen M. Castiglione
 Notary Public in and for the State
 of Washington, residing at Abundeen

TOUTLE TRAIL ROAD

BOOK 37 121333

SKAMANIA COUNTY SECS 17, 8, 9, 4, 5, 6, 7 T748 NR5E

HARBOR PLYWOOD CORPORATION

SCALE: 1" = 800' JAN. 1953

