

EASEMENT

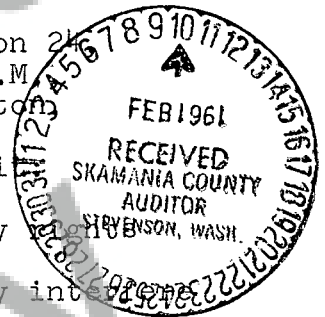
KNOW ALL MEN BY THESE PRESENTS:

INTERNATIONAL PAPER COMPANY, a New York corporation, for and in consideration of One Dollar, and other valuable consideration, does by these presents hereby grant to WEYERHAEUSER COMPANY, a Washington corporation, its successors and assigns, a perpetual non-exclusive easement to go upon, cross, recross, and use the now existing roads, located approximately as colored in red on the attached Exhibit "A", over and upon the following described land owned by Grantor herein, to-wit:

The Southeast Quarter of Section 26
Township 7 North, Range 5 East of W.M.
situate in Skamania County, Washington

subject to the following terms and conditions, to-wit:

1. Grantee herein, in the exercise of any right granted it hereunder, shall not unduly or materially interfere with the use of any of the subject roads by Grantor.
2. When Grantee alone uses any of said roads for transportation of logs or other forest products and/or heavy hauling, it shall maintain said roads to a standard required to serve the needs of such roads for said purposes.
3. Whenever the parties hereto are using the same portion of said roads for transportation of logs or other forest products, or heavy hauling, each party shall contribute a proportionate share toward the maintenance of said portion of said roads, based on the volume of logs and other forest products which it transports over said portion of said roads in relation to the total volume of logs or other forest products transported over said portion of said roads by all parties so using the same.
4. Grantee shall not assign this Easement, in whole or



in part, without first obtaining Grantor's written approval.

5. Grantee shall take all reasonable precautions to prevent unauthorized persons from using said roads and from entering either party's lands by means thereof; and Grantee shall suspend use of said roads, or any portion thereof, whenever such use, due to weather conditions, will cause extensive damage thereto; and Grantee shall, in the use of said roads, take all reasonable precautions to prevent and control fires that may be, or are, commenced in connection with any of its logging or forest products business and operations, and Grantee shall comply with all laws and regulations relating to forestry and conservation practices and the prevention, suppression, and control of fires.

6. Grantee, in using said roads, agrees to indemnify and save Grantor harmless from and against all damage or loss to the person and property of third persons and/or Grantor, caused by or arising out of the exercise of any rights or provisions hereunder by Grantee, its agents, employees, contractors, or permittees.

7. Before the commencement of use of said roads by Grantee's agents, contractors, or permittees, Grantee shall require all such agents, contractors and permittees to procure at their own cost a liability and property damage insurance policy or policies with an insurance company or companies satisfactory to the Grantor, insuring any such agents, contractors, and permittees against general liability and motor vehicle liability to others in the following amounts:

- (1) for personal injury, including death, not less than \$100,000 for injury to or death of one person and not less than \$300,000 for injury to or death of more than one person in one accident; and
- (2) for damage to and destruction of property of others,

including damage or destruction by fire, for not less than \$300,000.

Grantor shall not be named as an insured party in said policy or policies. Grantee shall at all times during the use of said roads by its agents, contractors and permittees see to the maintenance of such policy or policies in force and shall deliver to the Grantor a certificate or certificates evidencing such insurance and agreement by the insurance company or companies that said policy or policies will not be cancelled or otherwise terminated without prior written notice to the Grantor given not less than ten days prior to such cancellation or other termination.

8. Grantee shall abide by all traffic rules and regulations that Grantor shall prescribe in the use of said roads, providing all such rules and regulations shall be reasonable and shall apply equally to all users of said roads, including Grantor.

Dated: December, 21, 1960.

INTERNATIONAL PAPER COMPANY

By J. D. Leland
Vice President

ATTEST:

E. T. Frost
Assistant Secretary

WEYERHAEUSER COMPANY

By E. F. Haeox
Vice President Timberland Division

ATTEST:

Richard C. Vincent
Assistant Secretary

APPROVED AS TO FORM
AMS
Attorney

No. 3705

TRANSACTION EXCISE TAX

FEB 10 1961

Amount Paid None
Mildred O'Donnell
Skamania County Treasurer

By

STATE OF WASHINGTON)
COUNTY OF COWLITZ) ss.

On this 21st day of Dec., 1960, before me personally appeared J. D. LELAND and R. T. FROST, to me known to be the Vice President and Assistant Secretary, respectively of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of the 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 the corporation.

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

Grace A. Long
Notary Public in and for the State
of Washington, residing at Longview

~~STATE OF WASHINGTON)~~
~~COUNTY OF PIERCE) ss.~~

~~On this 30th day of December 1960, before me personally appeared E. F. HEACOX and GEORGE S. LONG, JR., to me known to be the Vice President Timberland Division and Secretary, respectively of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of the 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 the corporation.~~

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

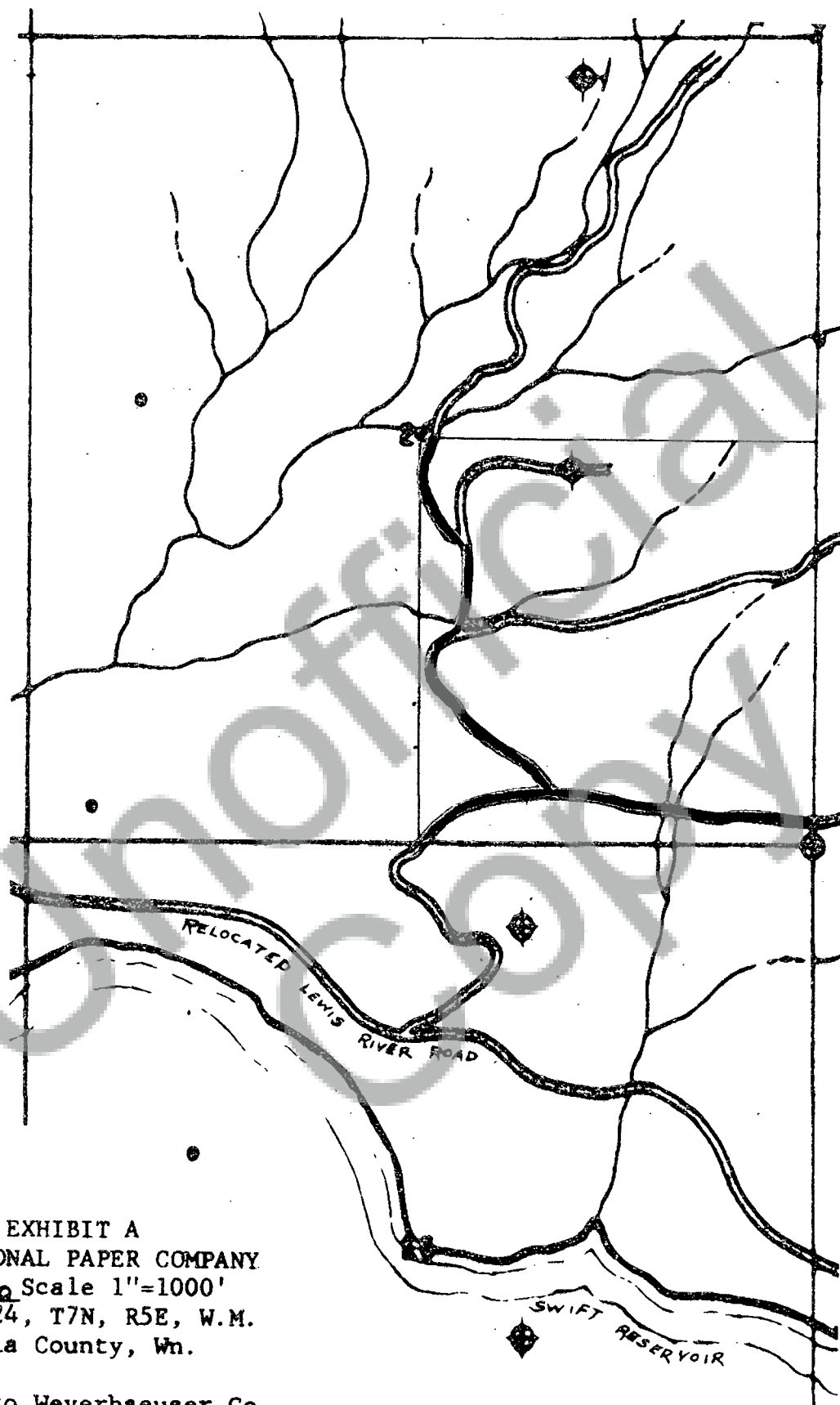
~~Notary Public in and for the State
of Washington, residing at Tacoma.
Olympia~~

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

On this 9th day of January, 1961, before me personally appeared E. F. HEACOX and ROWLAND C. VINCENT, to me known to be the Vice President Timberland Division and Assistant Secretary, respectively of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of the 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 the corporation.

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



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



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EXHIBIT A
INTERNATIONAL PAPER COMPANY
Date 5-17-60 Scale 1"=1000'
SE $\frac{1}{4}$ Sec. 24, T7N, R5E, W.M.
Skamania County, Wn.

Easement to Weyerhaeuser Co.

 Existing roads covered by Easement