

## EASEMENT

THIS AGREEMENT, made and entered into this 18 day of July/August, 1969, by and between WEYERHAEUSER COMPANY, a Washington corporation, herein called "Weyerhaeuser," and STATE OF WASHINGTON, acting by and through the Department of Natural Resources, herein called "State," WITNESSETH:

I

A. Weyerhaeuser, for and in consideration of the conveyance received herein, hereby grants and conveys to State, its successors and assigns, a permanent divisible nonexclusive easement upon, over and along rights of way sixty (60) feet in width upon, over and across the lands in Skamania County, Washington, described on the attached Exhibit A, being thirty (30) feet on each side of the center line of the existing roads located approximately as shown in red on the attached Exhibit B.

Subject as to said lands to all matters of public record.

B. State, for and in consideration of Twenty Two Thousand Nine Hundred Nine Dollars (\$22,909.00) and the conveyance received herein, hereby grants and conveys to Weyerhaeuser, its successors and assigns, a permanent divisible nonexclusive easement upon, over and along rights of way sixty (60) feet in width upon, over and across the lands in Skamania County, Washington, described on the attached Exhibit A, being thirty (30) feet on each side of the center line of the existing roads located approximately as shown in green on the attached Exhibit B.

Subject as to said lands to all matters of public record.

II

The parties hereto hereby agree that the rights hereinabove granted by one party hereto to the other shall be subject to the following terms and conditions:

1. The easements are conveyed for the purposes of reconstruction, use and maintenance of said existing roads for the purpose of providing access to and from lands now owned or hereafter acquired by the parties hereto.

2. Each party hereto reserves for itself, its successors and assigns, the right at all times and for any purpose to go upon, cross and recross at any place on grade or otherwise said rights of way on lands owned by it

and use the roads on said rights of way in a manner that will not unreasonably interfere with the rights granted to the other party hereunder.

3. Each party hereto 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.

4. Each party hereto, its successors and assigns, may permit its respective contractors, licensees, purchasers of timber or other valuable materials, lessees, and their agents and licensees, hereinafter individually referred to as "Permittee" and collectively referred to as "Permittees," to exercise the rights granted to it herein; provided, such Permittees assume the obligations created herein; provided further, that when a party hereto or one of its Permittees plans to use any portion of said roads for the purpose of hauling timber or other valuable materials, such party shall notify the other thereof at least fifteen (15) days prior to the commencement of use of said rights, advising of the portion of road to be used, the approximate dates, when such use thereof will begin and end, and of the approximate volumes of forest products or valuable materials to be hauled and forthwith upon the completion of such use, notify the other party thereof.

5. The cost of road maintenance and resurfacing shall be allocated on the basis of respective uses of said roads. When any party uses a road, that party shall perform or cause to be performed, or contribute or cause to be contributed, that share of maintenance and resurfacing occasioned by such use as hereinafter provided. During periods when a road 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 is commenced. Annually in the spring, or as often as the parties shall mutually agree, the parties hereto shall meet to establish necessary maintenance provisions for those roads, or portions thereof, which both parties plan to use during the same periods of time. Such provisions shall include, but shall not be limited to:

(a) the appointment of a maintainer, which may be one of the parties hereto or any third party, who will perform or cause to be

performed at a reasonable and agreed upon rate the maintenance and resurfacing of the road or the portion thereof being used; and

(b) a method of payment by which each party using said road or a portion thereof, shall pay its pro rata share of the cost incurred by said maintainer in maintaining or resurfacing said road or portion thereof.

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

6. Each party using any portion of a 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 a road occur which is not caused by an authorized user of said road, the parties hereto shall meet to agree upon the cost of replacement, the party to undertake the replacement, and the shares of replacement cost to be borne by each user of said road.

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

8. Each party hereto reserves to itself all timber now on or hereafter growing within the rights of way on its said lands.

9. Each party hereto shall require each of its Permittees, before using any of said roads on the lands of the other party hereto, to:

(a) Obtain and during the term of such use, maintain a policy of liability insurance in a form generally acceptable in the trade and customary in the area of said rights of way, insuring said Permittee against liability arising out of its operations, including use of vehicles. Minimum amounts of insurance shall be:

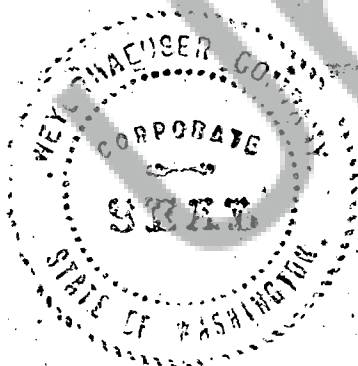
(1) For log haulers, One Hundred Thousand Dollars (\$100,000.00) for injury to one person, Three Hundred Thousand Dollars (\$300,000.00) for any one occurrence, and One Hundred Thousand Dollars (\$100,000.00) property damage for any one occurrence;

(2) For fern cutters, bough cutters, shake cutters, or other miscellaneous users operating pickup trucks, light trucks (under one (1) ton) or passenger cars for the purpose of transporting miscellaneous forest products, Twenty-five Thousand Dollars (\$25,000.00) for injury to one person, Fifty Thousand Dollars (\$50,000.00) for any one occurrence, and Five Thousand Dollars (\$5,000.00) property damage for any one occurrence; or

(3) Such other limits as the parties hereto may agree upon in writing from time to time.

(b) Deliver to each party hereto a certificate from the insurer or said Permittee certifying that coverage is not less than the above named amounts is in force and that, in the event of cancellation or modification of such coverage, the insurer will give each party hereto ten (10) days written notice prior to any cancellation or modification.

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



WEYERHAEUSER COMPANY

By: Norma J. Baker  
Title Manager Land Resources (Acting)

Attest: Mary S. Mosier  
Title Assistant Secretary

Approved as to Form Only

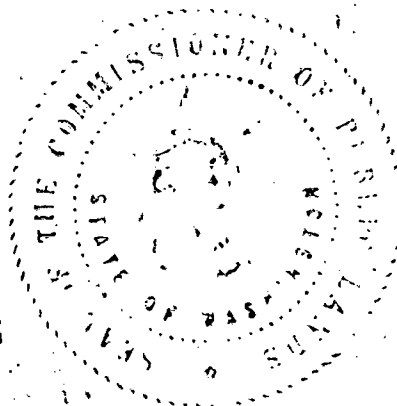
4 day of August 1969.

SLADE GORTON  
Attorney General

By: Douglas McRae  
Assistant Attorney General

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

By: Bert L. Cole  
BERT L. COLE  
Commissioner of Public Lands



APPROVED  
RDW AGENT

RBK DATE 8-13-69

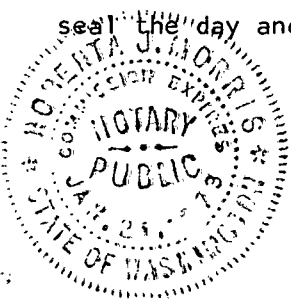
sb

PROOF READ

STATE OF WASHINGTON     )  
                                       )  
 County of Pierce        ) ss

On this 22<sup>nd</sup> day of July, 19 69, before me personally appeared Norman J. Baker and Mary Mosier to me known to be the Mgr. Land Resources (Acting) and Assistant Secretary, respectively, of Weyerhaeuser Company, the corporation 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.



Roberta J. Morris  
 Notary Public in and for the State of  
 Washington, residing at Puyallup.

STATE OF WASHINGTON     )  
                                       )  
 County of Thurston       ) ss

On this 18 day of August, 19 69, before me personally appeared Bert L. Cole, to me known to be the Commissioner of Public Lands, and ex officio administrator of the Department of Natural Resources, State of Washington, the Department that executed the within and foregoing instrument on behalf of the State of Washington, and acknowledged said instrument to be the free and voluntary act and deed of the State of Washington for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the official seal of the Commissioner of Public Lands for the State of Washington.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year set forth above.

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

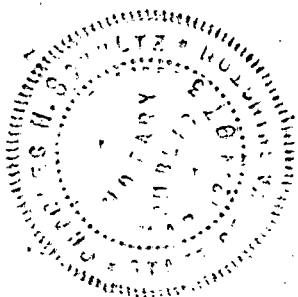


EXHIBIT A

WEYERHAEUSER LAND

<u>Description</u>	<u>Section</u>	<u>Township</u>	<u>Range</u>
SW $\frac{1}{4}$ SE $\frac{1}{4}$	9	7N	5E
NW $\frac{1}{4}$ NW $\frac{1}{4}$ , S $\frac{1}{2}$ N $\frac{1}{2}$ , NE $\frac{1}{4}$ SE $\frac{1}{4}$	15	7N	5E
SE $\frac{1}{4}$ SE $\frac{1}{4}$	21	7N	5E
N $\frac{1}{2}$ N $\frac{1}{2}$ , NE $\frac{1}{4}$ SW $\frac{1}{4}$	23	7N	5E
NW $\frac{1}{4}$ NW $\frac{1}{4}$	27	7N	5E

STATE LAND

<u>Description</u>	<u>Section</u>	<u>Township</u>	<u>Range</u>
SE $\frac{1}{4}$ NE $\frac{1}{4}$ , E $\frac{1}{2}$ SE $\frac{1}{4}$	14	7N	5E
E $\frac{1}{2}$ NW $\frac{1}{4}$ , NE $\frac{1}{4}$ , W $\frac{1}{2}$ SW $\frac{1}{4}$ , NE $\frac{1}{4}$ SW $\frac{1}{4}$	16	7N	5E
NE $\frac{1}{4}$ NE $\frac{1}{4}$ , S $\frac{1}{2}$ N $\frac{1}{2}$ , W $\frac{1}{2}$ SW $\frac{1}{4}$ , NE $\frac{1}{4}$ SW $\frac{1}{4}$	22	7N	5E
SE $\frac{1}{4}$ SW $\frac{1}{4}$	23	7N	5E
NW $\frac{1}{4}$ NW $\frac{1}{4}$	24	7N	5E
NE $\frac{1}{4}$ NW $\frac{1}{4}$ , NW $\frac{1}{4}$ NE $\frac{1}{4}$	26	7N	5E
NE $\frac{1}{4}$ NE $\frac{1}{4}$	28	7N	5E



STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES  
BERT L. COLE, Commissioner of Public Lands

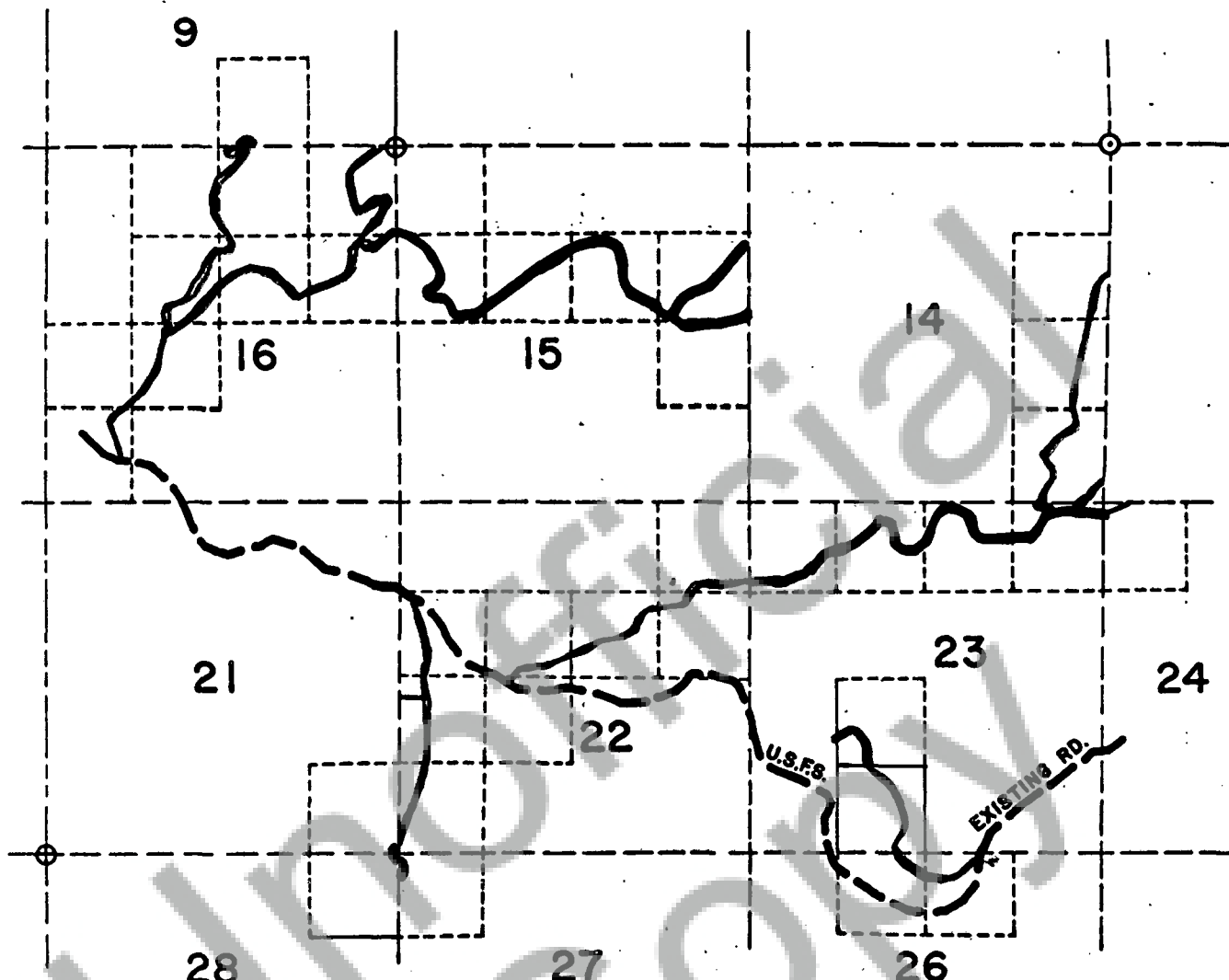
Application No. \_\_\_\_\_

County SKAMANIA

Name of Sale. \_\_\_\_\_

District BATTLE GROUND

TOWNSHIP 7 NORTH, RANGE 5 (E.) (89) W.M.



( CORNERS )

- ☐ APPROXIMATE
- ☒ ACCURATE
- ☒ OTHER AGENCY
- ☒ COINCIDENT
- ☐ 1/16

R/W = 60'

SCALE: 1 INCH = 2560 FEET

STATE \_\_\_\_\_

WEYERHAEUSER CO. \_\_\_\_\_

SCALE:

Drawn By:

Date:

LEGEND

EXHIBIT B