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787764 BURLINGTON NORTHERN INC. COPY

T & M CONTRACT

No. 1442

MITCHELL PEAK-RAIN CREEK

EASEMENT EXCHANGE

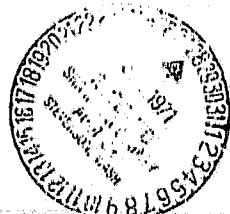
6-12-71
This Agreement, made and entered into as of the 22nd day of April, 1971, by and between Weyerhaeuser Company, a Washington corporation, herein called "Weyerhaeuser", International Paper Company, a New York corporation, herein called "International", Burlington Northern Inc., a Delaware corporation, herein called "Burlington" and the State of Washington, acting by and through the Department of Natural Resources, herein called "State", W I T N E S S E T H:

I.

A. Weyerhaeuser hereby grants and conveys to International, Burlington, and State, their successors and assigns, a permanent, nonexclusive easement upon, over and along rights of way 60 feet in width over and across Lot Five (5) of Section Twenty-five (25), Township Seven (7) North, Range Four (4) East of W. M., in Clark County, Washington, and the Northeast Quarter of Northeast Quarter (NE $\frac{1}{4}$ of NE $\frac{1}{4}$), Lot One (1) and Lot Five (5) of Section Thirty-one (31) and the South half of Northeast Quarter (S $\frac{1}{2}$ of NE $\frac{1}{4}$), South half of Northwest Quarter (S $\frac{1}{2}$ of NW $\frac{1}{4}$), North half of Southwest Quarter (N $\frac{1}{2}$ of SW $\frac{1}{4}$), East half of Southeast Quarter (E $\frac{1}{2}$ of SE $\frac{1}{4}$) and Northwest Quarter of Southeast Quarter (NW $\frac{1}{4}$ of SE $\frac{1}{4}$) of Section Thirty-three (33), Township Seven (7) North, Range Five (5) East of W. M. in Skamania County, Washington, located approximately as shown in light blue on the attached "Exhibit A".

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

B. Weyerhaeuser hereby grants and conveys to State, its successors and assigns, a permanent, nonexclusive easement upon,



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over and along a right of way 60 feet in width over and across the Northwest Quarter of Northeast Quarter (NW $\frac{1}{4}$ of NE $\frac{1}{4}$), East half of Northwest Quarter (E $\frac{1}{2}$ of NW $\frac{1}{4}$), Northeast Quarter of Southwest Quarter (NE $\frac{1}{4}$ of SW $\frac{1}{4}$) of Section Thirty-three (33), Township Seven (7) North, Range Five (5) East of W. M., in Skamania County, Washington, located approximately as shown in brown on the attached "Exhibit A".

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

C. Weyerhaeuser hereby grants and conveys to Burlington, its successors and assigns, a permanent, nonexclusive easement upon, over and along a right of way 60 feet in width over and across Lot Eight (8) and Lot Seven (7) of Section Twenty-nine (29), Township Seven (7) North, Range Five (5) East of W. M. in Skamania County, Washington, located approximately as shown in grey on the attached "Exhibit A".

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

D. International hereby grants and conveys to Weyerhaeuser, Burlington and State, their successors and assigns, a permanent, nonexclusive easement upon, over and along a right of way 60 feet in width over and across Lot Seven (7) of Section Twenty-five (25), Township Seven (7) North, Range Four (4) East of W. M. in Cowlitz County, Washington, located approximately as shown in red on the attached "Exhibit A".

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

E. State hereby grants and conveys to Weyerhaeuser, International and Burlington, their successors and assigns, a permanent, nonexclusive easement upon, over and along rights of way 60 feet in width over and across Lot Three (3), Lot Two (2) and Southeast Quarter of Northeast Quarter (SE $\frac{1}{4}$ of NE $\frac{1}{4}$) of Section Thirty-six (36), Township Seven (7) North, Range Four (4) East of W. M. in Clark County, Washington and the North half

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of Northeast Quarter (NE $\frac{1}{4}$ of NE $\frac{1}{4}$), Southeast Quarter of Northeast Quarter (SE $\frac{1}{4}$ of NE $\frac{1}{4}$), North half of Northwest Quarter (NE $\frac{1}{2}$ of NW $\frac{1}{4}$) of Section Thirty-two (32), Township Seven (7) North, Range Five (5) East of W. M., in Skamania County, Washington, located approximately as shown in dark green on the attached "Exhibit A".

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

F. State hereby grants and conveys to International and Burlington, their successors and assigns, a permanent, nonexclusive easement upon, over and along rights of way 60 feet in width over and across the Northeast Quarter (NE $\frac{1}{4}$), East half of Northwest Quarter (E $\frac{1}{2}$ of NW $\frac{1}{4}$), Southwest Quarter (SW $\frac{1}{4}$) and Southeast Quarter (SE $\frac{1}{4}$) of Section Thirty-four (34), the Northwest Quarter of Northeast Quarter (NW $\frac{1}{4}$ of NE $\frac{1}{4}$), South half of Northeast Quarter (S $\frac{1}{2}$ of NE $\frac{1}{4}$), Northeast Quarter of Northwest Quarter (NE $\frac{1}{4}$ of NW $\frac{1}{4}$), South half of Northwest Quarter (S $\frac{1}{2}$ of NW $\frac{1}{4}$), West half of Southwest Quarter (W $\frac{1}{2}$ of SW $\frac{1}{4}$), East half of Southeast Quarter (E $\frac{1}{2}$ of SE $\frac{1}{4}$) of Section Thirty-five (35), the South half of Southwest Quarter (S $\frac{1}{2}$ of SW $\frac{1}{4}$) of Section Thirty-six (36), Township Seven (7) North, Range Five (5) East of W. M., in Skamania County, Washington, located approximately as shown in lavender on the attached "Exhibit A".

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

G. State hereby grants and conveys to Burlington, its successors and assigns, a permanent, nonexclusive easement upon, over and along a right of way 60 feet in width over and across the Northeast Quarter (NE $\frac{1}{4}$) of Section Thirty-five (35), Township Seven (7) North, Range Five (5) East of W. M., in Skamania County, Washington, located approximately as shown in orange on the attached "Exhibit A".

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

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H. State hereby grants and conveys to Weyerhaeuser and Burlington, their successors and assigns, a permanent, nonexclusive easement upon, over and along a right of way 60 feet in width over and across the Northwest Quarter of Northwest Quarter (NW $\frac{1}{4}$ of NW $\frac{1}{4}$) of Section Thirty-two (32) Township Seven (7) North, Range Five (5) East of W. M., in Skamania County, Washington, located approximately as shown in violet on the attached "Exhibit A".

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

I. Burlington hereby grants and conveys to Weyerhaeuser, International and State, their successors and assigns, a permanent, nonexclusive easement upon, over and along rights of way 60 feet in width over and across Lot Nine (9) of Section Twenty-nine (29) and Lot Two (2) of Section Thirty-one (31), Township Seven (7) North, Range Five (5) East of W. M. in Skamania County, Washington, located approximately as shown in yellow on the attached "Exhibit A".

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

J. Burlington hereby grants and conveys to Weyerhaeuser a permanent, nonexclusive easement upon, over and along a right of way 60 feet in width over and across Lot Six (6) of Section Twenty-nine (29), Township Seven (7) North, Range Five (5) East of W. M., in Skamania County, Washington, located approximately as shown in light green on the attached "Exhibit A".

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

K. Burlington hereby grants and conveys to State a permanent, nonexclusive easement upon, over and along a right of way 60 feet in width over and across Lot Nine (9) of Section Twenty-nine (29), Township Seven (7) North, Range Five (5) East of W. M., in Skamania County, Washington, located approximately as shown in dark blue on the attached "Exhibit A".

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

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II.

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

1. The easements are conveyed for the purposes of construction, reconstruction, use and maintenance of a road, or roads, for the purpose of providing access to or 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 to 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 may permit its respective contractors, licensees, purchasers of timber or other valuable materials, and their agents, hereinafter individually referred to as "Permittee" and collectively referred to as "Permittees", to exercise the rights granted to it herein; provided, 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 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.

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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. During periods when more than one party is using the same road, or any portion thereof, the parties hereto shall meet and establish necessary maintenance provisions. 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 the 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

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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

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(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 of said Permittee certifying that coverage in 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 as of the day and year first above written.

BURLINGTON NORTHERN INC.

WEYERHAEUSER COMPANY

By _____
Manager, Land Resources (Acting)

Attest: Mary A. Miller
Assistant Secretary

INTERNATIONAL PAPER COMPANY

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

By _____
Manager of Woodlands

By BERT L. COLE
Commissioner of Public Lands

Attest: _____
Assistant Secretary

LT3/26

APPROVED
BY AGENT

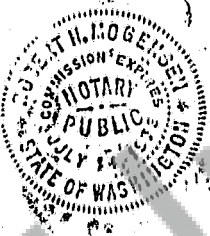
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STATE OF WASHINGTON)
King)
County of ~~Blaine~~) ss.

On this 27th day of April, 19 71, before me personally appeared Norman J. Baker and Mary B. Mosier, to me known to be the Manager, 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 aid corporation.

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



Robert H. Mogensen
Notary Public in and for the
State of Washington, residing
at Tacoma
My commission expires: 7/1/73

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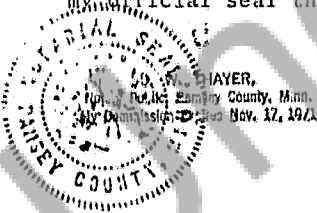
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STATE OF _____ }
 County of _____ } ss.

On this 29th day of May, 19____, before me personally appeared _____ C. R. Binger _____ and _____, to me known to be the VICE PRESIDENT and _____, respectively, of BURLINGTON NORTHERN INC., 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.



J. P. Hayer
 Notary Public in and for the State
 of Minnesota, residing at St. Paul
 My commission expires: Nov. 12, 1971

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STATE OF Washington }
 County of Cowlitz } ss.

On this 3^d day of May, 1971, before me personally appeared A. J. Newberry and J. L. Litnick, to me known to be the Mgr. of Woodlands and Gen'l Secretary, respectively, of INTERNATIONAL PAPER 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.



Philip A. Litnick
 Notary Public in and for the State
 of Washington, residing at Seattle
 My commission expires: 3/29/74

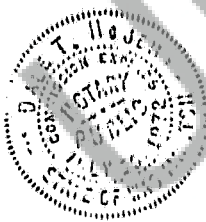
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STATE OF WASHINGTON)
County of Thurston) ss.

On this 24th day of June, 1971, 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 of the 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.



David T. Hojem
Notary Public in and for the
State of Washington, residing
at Olympia

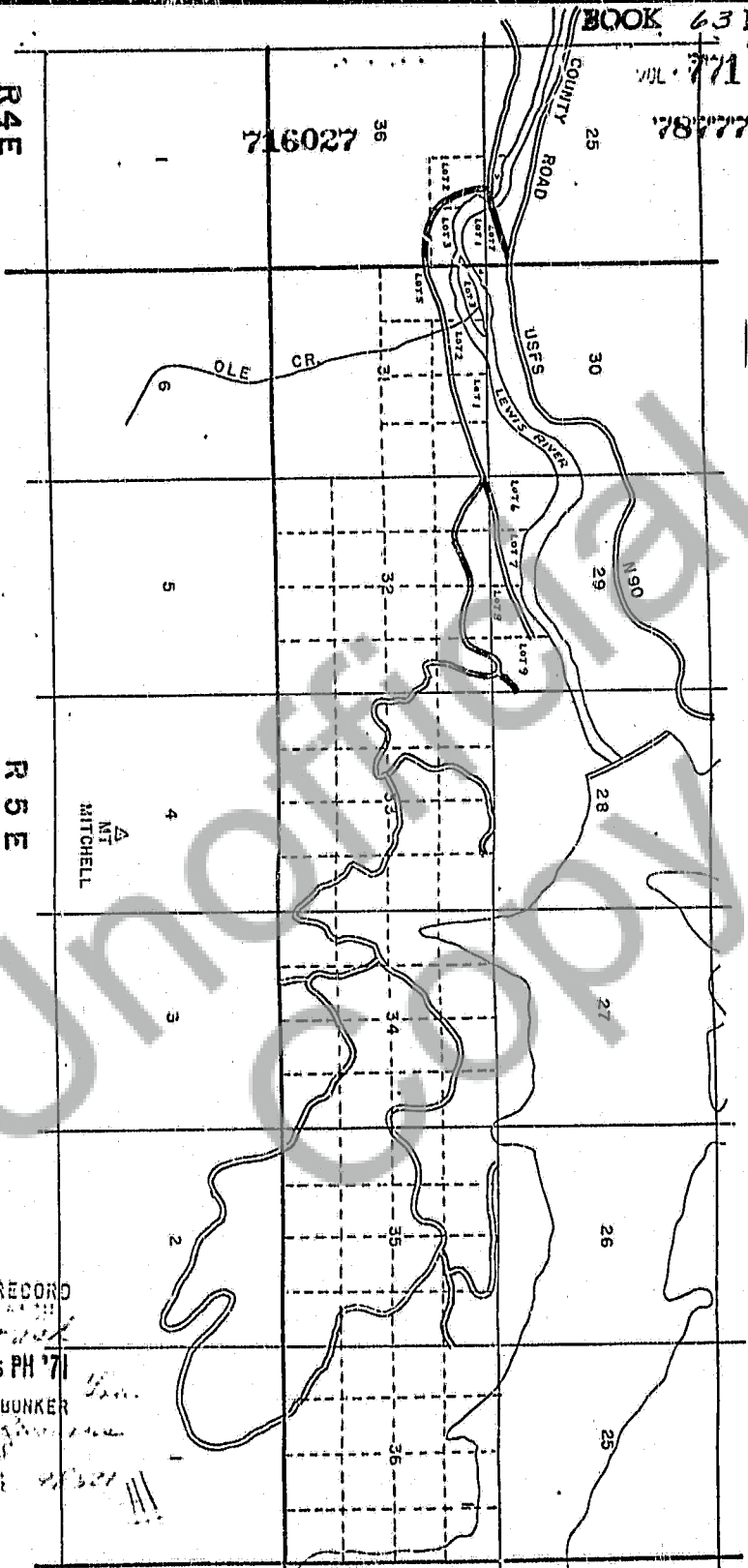
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FILED FOR RECORD

State of Nevada
JUL 7 12 45 PM '71

AUDITOR DON BUNKER
Dist. Nat. Resources
Dec 10 1971
Clyde R. Smith

Filed for Record 7-14-1971 10:23 AM
West of Dept. of Natural Resources
JAMES TRENT, Cowling County Auditor & State Rep.

EXHIBIT A