

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That Grantor, INTERNATIONAL PAPER COMPANY, a New York corporation, for and in consideration of One Dollar (\$1.00), does hereby GRANT, BARGAIN, SELL AND CONVEY to Grantee, WEYERHAEUSER COMPANY, a Washington corporation, and its assigns, a nonexclusive Forty (40) foot wide easement and right of way over, upon and across the following described property situated in the County of Skamania, State of Washington, to-wit:

The Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section Twenty-four (24) in Township Seven (7) North of Range Five (5) East of the Willamette Meridian, described as follows:

Beginning at a point on the Section line between Sections 24 and 25, Township 7 North, Range 5 East, said point being North 89° 56' 30" West a distance of 446.0 feet of the corner common to Sections 24 and 25 of Township 7 North, Range 5 East and Sections 19 and 30 of Township 7 North, Range 6 East, Willamette Meridian; thence following along the centerline of an existing road North 12° West 30.0 feet; thence North 46° West 289.0 feet to its intersection with International Paper Company Road No. 310, as shown in red on Exhibit "A" attached hereto and by this reference incorporated herein.

The rights and privileges herein granted are for the purposes of maintaining, repairing and using a roadway by Grantee, and the licensees and permittees of Grantee, including but not limited to the transportation of forest and mineral products over said roadway; provided, however, said rights and privileges shall be subject to the following terms and conditions:

1. ACCESS RESERVATION. Grantor, its successors, assigns and permittees, reserves to itself, the right to use, maintain, patrol, reconstruct and repair said road for any and all purposes provided that use for the hauling of timber or other valuable materials shall be initiated by serving notice to Weyerhaeuser, acknowledging such use shall be predicated on the basis of sharing in the value of the road. Weyerhaeuser agrees that upon receipt of this notice of intent, the parties shall mutually agree as to their respective percentage of the total tributary acreage and the then replacement value of the roadway or other such facility.



(c) Deliver to Grantor a certificate from the insurer of said Grantee, its licensees or permittees, 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 in-

2. MAINTENANCE OF ROADWAY. Grantee, and its licensees or permittees

when using the roadway on said easement and right of way herein described, shall maintain the said roadway in a condition as good as existed prior to the commencement of such use, provided that when said Grantee, its licensees or permittees and other authorized parties jointly use said roadway, then each party shall be responsible for a proportionate part of the entire maintenance which said part will be based upon the ratio of party use to total use.

3. TIMBER RESERVATION. Grantor reserves to itself, its successors

and assigns, all timber on the right of way. Logs cut from timber on the right of way shall remain the property of the Grantor, shall be cut into lengths specified by Grantor and shall be cold-decked on the right of way adjacent to the road in a location suitable for loading with a mobile loader.

4. INSURANCE. Grantee and its licensees and permittees, before

using the roadway, shall be required to:

(a) Indemnify and hold harmless the Grantor, its successors and assigns, from any and all damages, claims, suits, costs and expenses which may in any way come against Grantor by reason of injury to third persons (including employees and agents of Grantor) or damage to their property, caused by or growing out of the negligent act or omission to act of Grantee, its licensees or permittees.

(b) 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 right of way, insuring said Grantee, its licensees or permittees against liability arising out of its operations, including use of vehicles. Minimum amounts of insurance shall be:

- (1) For log haulers and contractors, One Hundred Thousand Dollars (\$100,000) for injury to one person, Three Hundred Thousand Dollars (\$300,000) for any one occurrence, and Three Hundred Thousand Dollars (\$300,000) 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) for injury to one person, Fifty Thousand Dollars (\$50,000) for any one occurrence and Five Thousand Dollars (\$5,000) property damage for any one occurrence; or
- (3) Such other limits as the parties hereto may agree upon in writing from time to time.

this notice of intent, the parties shall mutually agree as to their respective percentage of the total tributary acreage and the then replacement value of the roadway or other such facility.



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(c) Deliver to Grantor a certificate from the insurer of said Grantee, its licensees or permittees, 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 Grantor thirty (30) days' written notice prior to any cancellation or modification.

TO HAVE AND TO HOLD said easement and right of way unto the

Grantee and its assigns, forever.

Witness our hands and seals this 7th day of October, 1971.

INTERNATIONAL PAPER COMPANY

By C. G. Sand
Manager of Woodlands
Long-Bell Division
WEYERHAEUSER COMPANY

By James H. Rouse
Timberlands Mgr. of So. Wash.

ATTEST:

Assistant Secretary

STATE OF WASHINGTON

County of Cowlitz

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On this 7th day of October, 1971, before me personally appeared A.J. Sandoz, to me known to be the Manager of Woodlands of the Long-Bell Division 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 he was 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.

Melissa R. Whitney
Notary Public in and for the State
of Washington, residing at Longview

STATE OF WASHINGTON)

County of COWLITZ) ss.
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On this ^{4th} day of October, 1971, before me personally appeared V.W. Bousquet, to me known to be the Timberlands Mgr. of So. Wash. of Weyerhaeuser Company, the corporation that executed the within and foregoing instruments, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and that he was authorized to execute said instrument and that the corporate seal of said corporation.

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

Charles L. O'Brien
County Clerk in and for the State of
Michigan, residing at Farmington

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