

## EASEMENT

THIS AGREEMENT is entered into this 25th day of June, 1973, by and between WEYERHAEUSER COMPANY, a Washington corporation, herein called "Weyerhaeuser", and BURLINGTON NORTHERN, INC., a Delaware corporation, herein called "Burlington", WITNESSETH:

## I

A. Weyerhaeuser hereby grants and conveys to Burlington, its successors and assigns, a perpetual, nonexclusive easement upon, over and along a right-of-way sixty (60) feet in width over and across, the NW $\frac{1}{4}$  of NE $\frac{1}{4}$  of Section 25, Township 7 North, Range 5 East of W. M. in Skamania County, Washington, being thirty (30) feet on each side of the centerline of a road located approximately as shown in red on the attached "Exhibit A".

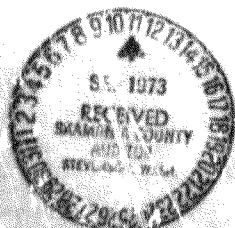
Subject as to said lands to all matters of Public record as of the date of this agreement.

## II

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

1. This easement is conveyed for the purposes of reconstruction, use and maintenance of a road to provide access to or from lands now owned or hereafter acquired by Burlington.

2. Weyerhaeuser 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 right-of-way on lands owned by it and to use said road on said right-of-way in a manner that will not unreasonably interfere with the rights granted to Burlington hereunder.



No. 2117  
TRANSACTION EXCISE TAX

SEP 11 1973

Amount Paid: Exempt  
Theresa J. Sullivan  
Skamania County Treasurer  
By Theresa J. Sullivan  
Rep

3. Weyerhaeuser 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 third parties shall be subject to the terms and conditions of this agreement and shall not unreasonably interfere with the rights granted to Burlington hereunder.

4. Burlington may permit its contractors, licensees, purchasers of timber or other valuable materials, and their agents, hereinafter individually and collectively referred to as "Permittee," to exercise the rights granted to it herein; provided, that when Burlington or its Permittee plans to use any portion of said roads for the purpose of hauling timber or other valuable materials, Burlington shall notify Weyerhaeuser 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 volumes of forest products or valuable materials to be hauled, and forthwith upon the completion of such use notify Weyerhaeuser thereof.

5. The cost of road maintenance and resurfacing shall be allocated on the basis of respective uses of said roads. When either party hereto uses said 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 said 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 said 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 said 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, road maintenance is defined as that work normally necessary to preserve the facility in a condition equivalent to the standard to which it was originally constructed or to which it has been or is hereafter improved.

6. Should either party hereto, or its Permittee, cause damage to said road in excess of that which may be expected to occur through normal and prudent use of said road, said party shall repair, or cause to be repaired, such damage at its sole cost and expense. If the road is severely damaged or destroyed by means other than authorized use so that additional capital expenditure will be required, the parties hereto shall meet and endeavor to agree on the nature and cost of said work to be done, the party to undertake such work and the share of the cost to be borne by each.

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. Weyerhaeuser reserves to itself all timber now on or hereafter growing within the right-of-way on its own lands.



D. Burlington will assume all risk of, and indemnify and hold harmless, and at its expense defend Weyerhaeuser from and against any claims, loss, cost, legal actions, liability or expense on account of personal injury to or death of any persons whatsoever, including but not limited to employees of Weyerhaeuser, or damage to or destruction of property to whomsoever belonging, including but not limited to property of Weyerhaeuser, resulting partly or wholly, directly or indirectly from Burlington's exercise of the rights herein granted it.

10. Burlington shall require its Permittee, before using said road on the lands of Weyerhaeuser 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 right-of-way, insuring said Permittee against liability arising out of its operations, including use of vehicles. Minimum amounts of insurance shall be:

(i) One Hundred Thousand Dollars (\$100,000.00) for injury to or death of one person, Three Hundred Thousand Dollars (\$300,000.00) for injury to or death of two or more persons for any one occurrence, and One Hundred Thousand Dollars (\$100,000.00) property damage for any one occurrence; and

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

(b) Deliver to Weyerhaeuser 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 Weyerhaeuser 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.

BURLINGTON NORTHERN INC.

WEYERHAEUSER COMPANY

By C.R. Binger  
TIMBER PRESIDENT RESOURCES DIVISION

By J.P. McMahon  
Title: Timber & Land Resources Manager

Attest: [Signature]  
SECRETARY

Attest: [Signature]  
Secretary

STATE OF Minnesota } ss.  
COUNTY OF Ramsey

On this 30th day of August, 1973, before me personally appeared C.R. Binger to me known to be the PRESIDENT of BURLINGTON NORTHERN, INC., 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.

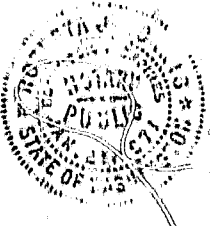
W. THAYER  
NOTARY PUBLIC - MINNESOTA  
JAMES COUNTY  
My Commission Expires Nov. 17, 1976

Notary Public in and for the State of  
Minnesota, residing at St. Paul.  
My commission expires: Nov. 17, 1978

STATE OF WASHINGTON )  
COUNTY OF KING ) ss.

On this 2nd day of July, 1973, before me personally appeared J. P. McMahon to me known to be the Timber & Land Resources Manager of WEYERHAEUSER 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.



Roberta J. Morris  
Notary Public in and for the State of  
Washington, residing at Bayview.  
My Commission Expires: Jan 21, 1977

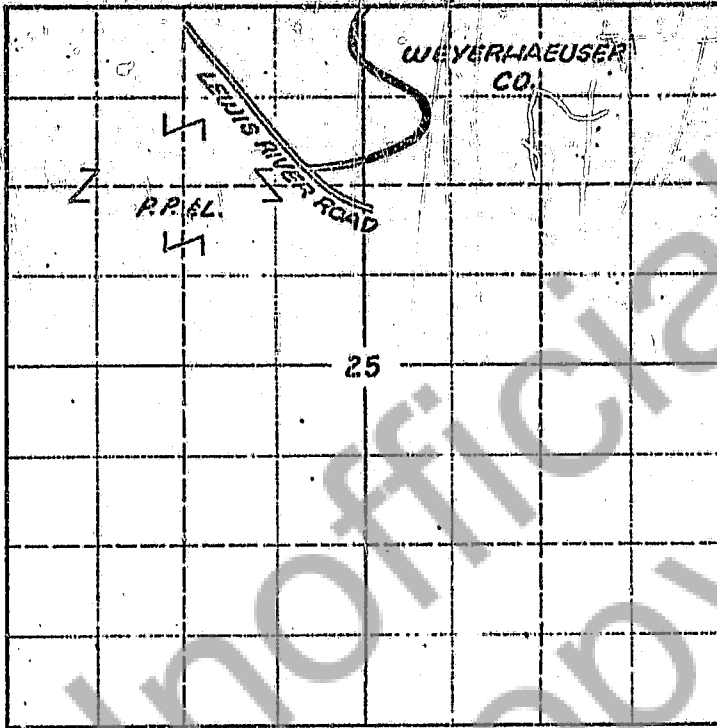


Exhibit A

Sec. 25 Twp. 7N. Rge. 5E., W.M.

SURMANIA County, WASH.