IL SIGNET a

THIS ACREMENT, made and entered into this of day of 1974, by and between Chous Estimated, a Novins corporation, berein called "Crown," and STATE OF WASHINGTON, acting by and through the Department of Matural Resources, herein called "State," WITNESSFIR:

T.

Crown, for Cld in consideration of a road use permit across Mr Mr and SPk Mrs. Section 36, Township 2 North, Range 5 East, W.M., and DMR Mrs of Saction 31, Township 2 North, Range 6 East, W.M., hereby grants and conveys to the State, its successors and assigns, a parament assessed assignsble in whele or in part upon, over, and along rights of way sixty (60) first in width crarraid arrows SWk, Section 25, Township 2 North, Range 5 East, W.M., in Standard County, Washington, being thirty (30) feat on each side of the center line(s) of a road or roads located approximately as shown in rad on the attached "North A. Subject as to said lands to all matters of public record.

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

- 1. This easement is conveyed for the purposes of use and maintenance of a road or roads for the purpose of providing access to and from lands now owned or hereafter acquired by the State.
- 2. Crown reserves for itself, its successors and assigns, the right at all times for any purpose, to cross and recross at any place on grade or otherwise, and to use said rights of way in a manner that will not unreasonably interfere with the rights granted to the State herein.
- 3. Crown may grant to third parties, upon such torms 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 State herein.
- 4. 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 this agreement, maintenance is defined as the work normally necessary to preserve and keep the roadway, road utructure and road facilities as nearly as possible in their present condition or as hereafter improved.

5. A 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.

No. 2633

TRANSACTION EXCISE TAX

JUN 27 1974

Manie inordinate damage to a road occur which is not caused by an authorized upor of said road, the parties herato shall past to agree upon the cost of replacement, the party to undertake the replacement, and the shares of replacement cost to be

borse by each user of said road.

6. Valent the parties hereto agree in writing to share the cost of improvemate in advance of such improvements being made, such improvements shall be solely

for the account of the improver.

- Crown reserves to itself all timber now on or hareafter growing within the rights of way on its said lands and the right to rerove said timber fin the right of way herein granted.
- 8. The State may permit its respective agents, contractors, licensees, lessess, purchasers of timber or other valuable materials, and their agents, bereinafter individually referred to as "Permittee" and collectively referred to as "Permittoes, to exercise the rights greated to it herein: provided, that when the State or one of it. Permittees plans to use any portion of said roads for the purpose of hauling to her or other valueble naturals, such party shall notify cross at least lifteen (15) days prior to the communement of use of said rights, and the communement of use of said rights, and the communement of use of said rights, and the communement of use of said rights. ing of the postion of road to be used, the approximate dates when such use will begin and and, and of the approximate volumes of forest products or valuable naterials to be hauled and forthwith upon the completion of such use notify Crown thereof.

9. The State shall require each of its Permittees, before using any of said roads on the lands of the other party herato, 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 custowary in the area of said rights of way, insuring said Permittee against liability arising out of its operations, including use of vehicles. Miniwum amounts of insurance shall be:

(1) For log hawlers, and other miscellaneous users operating heavy trucks (over one (1) ton), 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 form cutters, bough cutters, shake cutters, or other miscellaneous users operating pickup trucks, light trucks, (under one (1) ton) or passenger cars for the purpone 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 Crown a certificate from the insurer of said Permittee certifying that coverage in not less than the above name! amounts is in force and that, in the event of cancellation or modification of such coverage, the insurer will give Crown ten (10) days' written notice prior to any cancellation or modi-



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тиw; Date:

IN WITHESS WHEREOF, the parties hereto have executed this instrument, in duplicate, as of the day and year first above written. CHOWN ZELLERBACH COMPORATION ASSISTANT SMORDTAND Affix Seal of Corporation STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES BERT L. COLS Commissioner of Public Lands Affix Secl of Comm of Public Lands Easement No. 108 STATE OF CALIFORNIA City and County of San Trancisco On this 13th day of med M. S. Donman , 1974 , before me personally February appeared M. S. Denmand T. M. Meyersieck to me known to be Senior Vice President and the the Assistant Secretary , respectively, of Crown Zellerbach Corporation the corporation that executed the within and foregoing instrument, and admowledged 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. Eigengannengatenberantenbagententenengenen im OFFICIAL SEAL GRALDINE D. COHEN BOOKER P. E. C. CHARCHINA E BOY & C. C. of San Francisco Bry & C. of San Francisco San Francisco Bry & C. of San Francisco San Fra Notary Public in and for the State of , residing at hamilanen STATE OF WASHINGTON COUNTY OF THURSTON 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 soid instrument and that the seal affixed is the official seal of the Commissioner of Public Langs for the State of Washington. IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year set forth above. sry Public in and for the State of

ashington, residing at Olympia.

Warne Deluceau 3-7-74

BOOK 66 PAGE

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

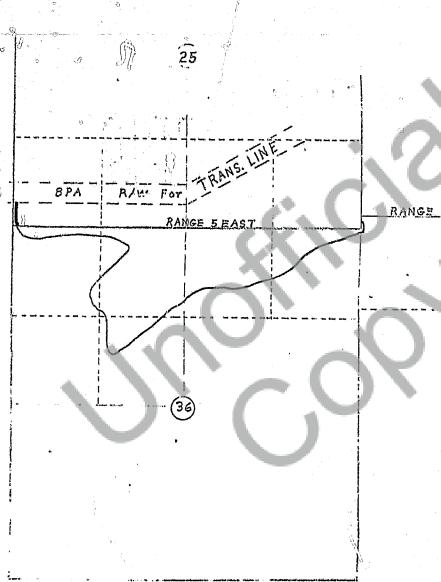
Application No.....

Name of Sale....

County SKATIAMA

Blottlet SW APEN

TOWNSHIP 2 NORTH, RANGE 5 56 (E.) (*) W.M.



Road RW Width 60'

SCALE: /"- 1000'

THWD By: DWN

Date: 12-17-73

EXHIBIT A