

11850

LS-950

EASEMENT EXCHANGE

BOOK 70 PAGE 652

THIS AGREEMENT, made and entered into this 24th day of November, 1975, by and between WEYERHAEUSER COMPANY, a Washington corporation, herein called "Weyerhaeuser," and LONGVIEW FIBRE COMPANY, a Delaware corporation, herein called "Fibre," Witnesseth:

I

A. Weyerhaeuser hereby grants and conveys to Fibre, its successors and assigns, a permanent non-exclusive easement upon, over and along rights of way sixty (60) feet in width over and across the following described lands in Skamania County, Washington:

Township 7 North, Range 5 East, W.M.

SE $\frac{1}{4}$ SE $\frac{1}{4}$	Section 9
NW $\frac{1}{4}$ NW $\frac{1}{4}$; N $\frac{1}{2}$ SW $\frac{1}{4}$; SW $\frac{1}{4}$ SW $\frac{1}{4}$	Section 11
N $\frac{1}{2}$ NE $\frac{1}{4}$; N $\frac{1}{2}$ NW $\frac{1}{4}$; SW $\frac{1}{4}$ NW $\frac{1}{4}$	Section 15
N $\frac{1}{2}$ NE $\frac{1}{4}$	Section 21

being thirty (30) feet on each side of the centerline(s) of a road or roads located approximately as shown in red on the attached "Exhibit A."

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

B. Fibre hereby grants and conveys to Weyerhaeuser, its successors and assigns, a permanent non-exclusive easement upon, over and across the following described lands in Skamania County, Washington:

Township 7 North, Range 5 East, W.M.

SW $\frac{1}{4}$	Section 2
NE $\frac{1}{4}$ NE $\frac{1}{4}$; S $\frac{1}{2}$ NE $\frac{1}{4}$; S $\frac{1}{2}$	Section 10

being thirty (30) feet on each side of the centerline(s) of a road or roads located approximately as shown in green on the attached "Exhibit A."

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

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 construction, reconstruction, use and maintenance of a road or roads for the purpose of providing access to and from lands and/or timber now owned or hereafter acquired by the parties hereto.

2. Each party 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 on lands owned by it in a manner that will not unreasonably interfere with the rights granted to the other party hereunder.

3. Each party 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. 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 prorata 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.

5. 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.

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

7. Each party reserves to itself all timber now on or hereafter growing within the rights-of-way on its said lands and the right to remove said timber via the right-of-way herein granted.

8. Each party 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.

9. Each party 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 and other miscellaneous users operating heavy trucks (over one (1) ton), Two Hundred Fifty Thousand Dollars (\$250,000.00) for injury to one person, Five Hundred Thousand Dollars (\$500,000.00) for any once occurrence, and Two Hundred Fifty Thousand Dollars (\$250,000.00) 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 purposes 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 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 ten (10) days' written notice prior to any cancellation or modification.

10. If for a period of five (5) years either party shall cease to use, or preserve for prospective future use, any road or any segment thereof, described herein, the party owning the land crossed by such abandoned road, or road segment, shall, upon written request, be furnished with a release, in recordable form, evidencing termination of the other party's right to utilize such abandoned road.

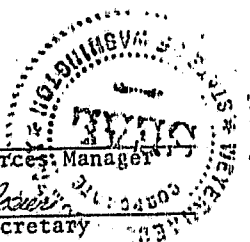
IN WITNESS WHEREOF, the parties hereto have executed this instru-

ent in duplicate as of the day and year first above written.

WEYERHAEUSER COMPANY

By M. J. Miller
Timber & Land Resources Manager

Attest Mary L. Mason
Assistant Secretary



LONGVIEW FIBRE COMPANY

By R. P. Wollenburg
Title Pres.

Attest R. L. Schwartz
Title Secretary

No. 3906
TRANSACTION EXCISE TAX

MAR 11 1976

Amount Paid ...
By ...
Skamania County Treasurer

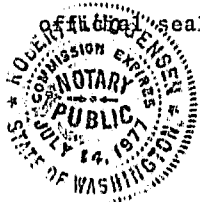
By ...



STATE OF WASHINGTON)
COUNTY OF KING) ss.

On this 24th day of November, 1975, before me personally appeared R. N. Witter, Jr. and Mary B. Mosier, to me known to be the Timber & Land Resources Manager 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.

[Signature]
Notary Public in and for the State of
Washington, residing at Tacoma.

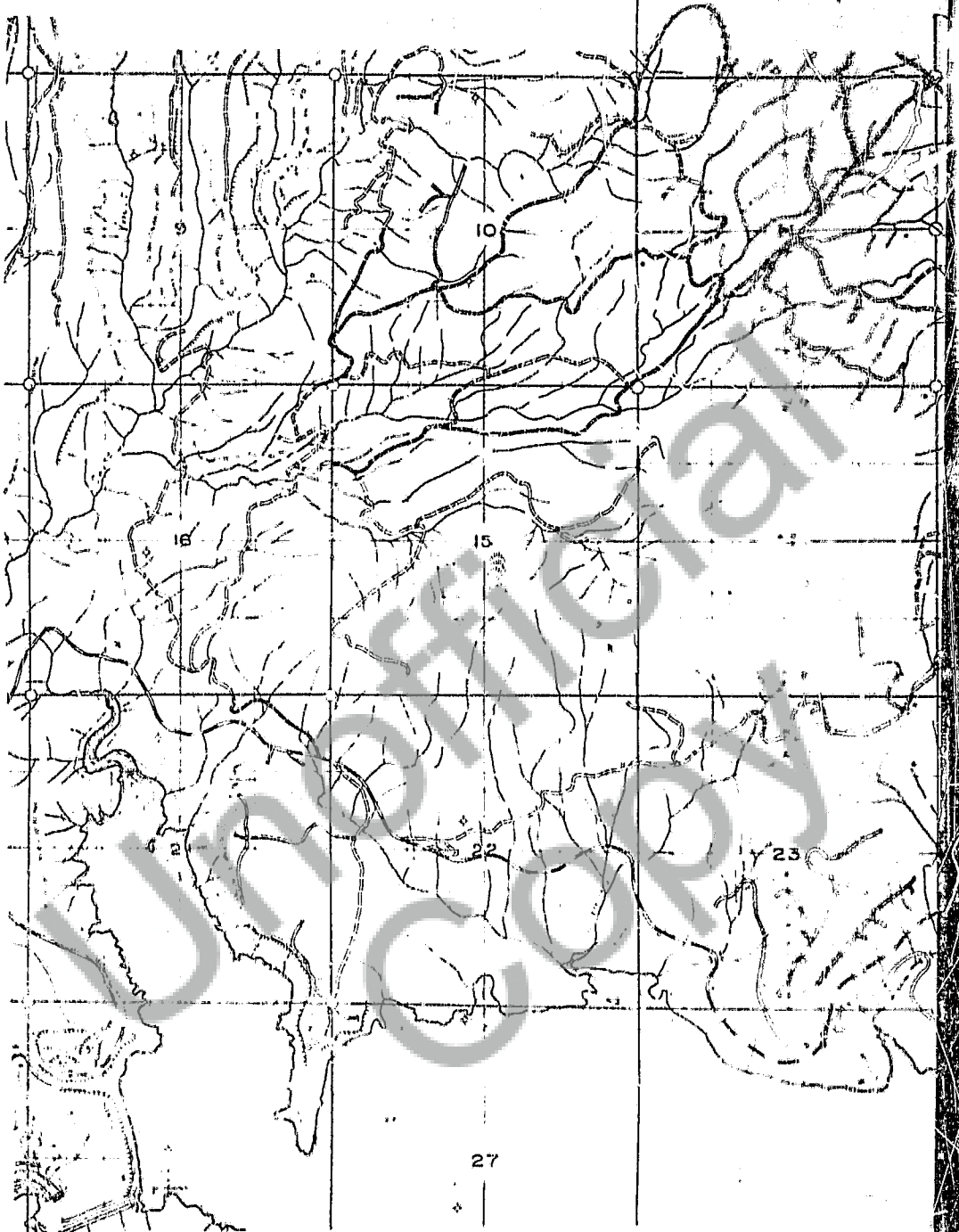
STATE OF WASHINGTON)
COUNTY OF COWLITZ) ss.

On this 11th day of December, 1975, before me personally appeared R. P. Wallenberg and G. E. Schwartz, to me known to be the President and Secretary, respectively of LONGVIEW FIBRE 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.



[Signature]
Notary Public in and for the State of
, residing at Kelso



T. 7 N. - R. 5 E.

EXHIBIT A