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BOOK 199 PAGE 773

FILED
SKAMANIA COUNTY
BY Weyerhaeuser
JUL 5 3 27 PM '00
O'Leary
CLERK
GARY H. OLSON

FILED FOR RECORD AT THE REQUEST OF:

Weyerhaeuser Company
P.O. Box 2999
Tacoma, WA 98477-2999
Land Title - CH1F23

Type of Document:

Easement

Reference Number(s) of
Document Supplemented:

N/A

Grantor(s):

Weyerhaeuser Company

Grantee(s):

Fruit Growers Supply Company
REAL ESTATE EXCISE TAX

Abbreviated Legal Description:

T7N-R5E, W.M.
Section 25:

NW¼NE¼

PAID NA

SKAMANIA COUNTY TREASURER

Assessor's Property Tax Parcel
or Account Number(s):

07 05 25 0 0 0100 00

Gary H. Martin, Skamania County Assessor

Date 6-5-00 Parcel # 2-5-25-100
Vow Easement

COVER PAGE
Weyerhaeuser/FGS/JP
Skamania County, WA
F00-67

Registered
Indexed
Filed
Recorded
Acknowledged
Notarized

EASEMENT

THIS EASEMENT, granted by WEYERHAEUSER COMPANY, a Washington corporation, herein called "Weyerhaeuser," to FRUIT GROWERS SUPPLY COMPANY, a California corporation, herein called "Grantee," WITNESSETH:

I.

Weyerhaeuser, for and in consideration of the faithful observance of and strict compliance with the terms and condition hereof, hereby grants and conveys to Grantee, a perpetual, nonexclusive easement upon, over and along a right of way sixty (60) feet in width over and across the following described lands in Skamania County, Washington:

TOWNSHIP 7 NORTH, RANGE 5 EAST OF WILLAMETTE MERIDIAN

Section 25: NW¼NE¼

being thirty (30) feet on each side of the center line of the road located approximately as shown on the attached "Exhibit A."

II.

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

1. **Quantifying Words and Terms** - For the purposes of this Easement, the words and terms "center line," "portion," "right of way," "road," "road facility," "road segment," "road structure," and "roadway" shall refer to the plural as well as the singular.

2. **Purpose** - This easement is conveyed for the purposes of construction, reconstruction, use and maintenance of said road for the purpose of hauling forest products and other valuable materials and to provide access to and from lands now owned or hereafter acquired by Grantee for forest land management and administrative activities.

3. **Road Crossing** - Weyerhaeuser reserves to itself 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 and use the road on said right of way in a manner that will not unreasonably interfere with the rights granted to Grantee hereunder.

4. **Third Parties** - Weyerhaeuser reserves to itself the right to 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 Grantee herein.

5. **Exercise of Rights** - Grantee may permit its 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.

6. **Maintenance** - When either party is the sole user of said road, or any portion thereof, such party shall maintain that portion of said road so used at its sole expense. However, during periods of time when other parties are using the same portions of said road, maintenance shall be in proportion to each party's use.

For the purpose 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.

7. **Road Damage** - Either 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 shares of replacement cost to be borne by each user of said road.

8. **Construction and Improvement** - 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.

9. **Right of Way Timber** - Weyerhaeuser reserves to itself all timber now on or hereafter growing within the right of way on its said lands.

10. **Indemnification** - Grantee shall indemnify and hold harmless Weyerhaeuser against all claims or liabilities asserted by third persons resulting directly or indirectly from Grantee's acts or omissions hereunder whether negligent or otherwise.

11. **Insurance** - Grantee shall require each of its Permittees, before using said road, 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 one 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 purpose of transporting miscellaneous forest products, 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; or

(3) 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 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 Weyerhaeuser thirty (30) days' written notice prior to any cancellation or modification.

12. **Prior Rights** - This grant and all rights hereunder are subject to all liens, easements, servitudes, rights of way, oil, gas and mineral leases, and all other grants or reservations either of record or on the ground affecting this property.

13. **Successors and Assigns** - The rights and obligations herein shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

14. **Termination** - If for a period of five (5) years Grantee shall cease to use or preserve for prospective future use, said road, or any portion thereof, for the purposes herein granted, the easement traversed thereby shall terminate. In the event of such termination, Grantee shall furnish Weyerhaeuser a statement in recordable form evidencing such termination.

IN WITNESS WHEREOF, the parties hereto have executed this instrument, in duplicate, as of the 17th day of May, 2000.



WEYERHAEUSER COMPANY

By: [Signature]
Title: Vice President

Attest: [Signature]
Title: Assistant Secretary

FRUIT GROWERS SUPPLY COMPANY

By: [Signature]
Title: V. P. Law

Attest: [Signature]
Title: Asst. Corp Sec.

STATE OF WASHINGTON)

COUNTY OF KING)

On this 17th day of May, 2000, before me personally appeared
John P. McMahon and Pamela M. Redmon to me
known to be the Vice President 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 mentioned.



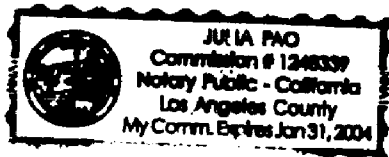
Lisa M. Eurom
Notary Public in and for the
State of Washington

My appointment expires: 3/28/01

STATE OF California)
COUNTY OF Los Angeles)

On this 5th day of May, 2000, before me personally appeared N. F. Khan and G. A. Tarabagian to me known to be the V.P. Law and Asst. Corp. Secretary respectively, of **FRUIT GROWERS SUPPLY 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.

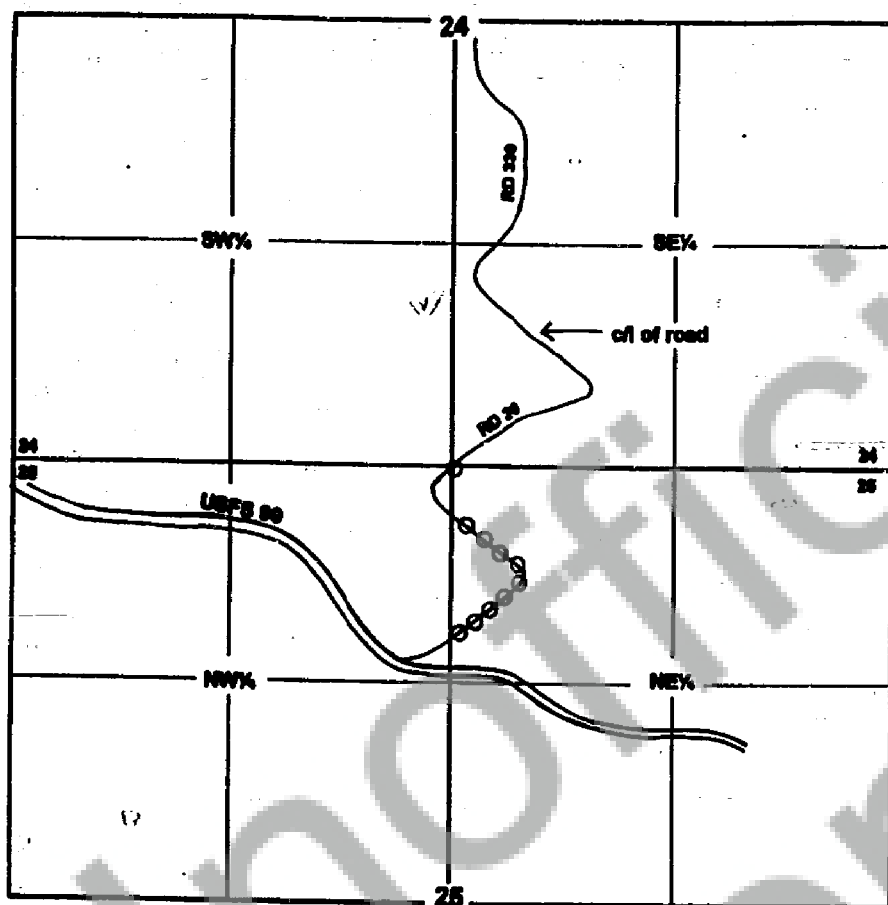
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above mentioned.



[Signature]
Notary Public in and for the
State of California
My appointment expires: January 31, 2004

Road Easement

Weyerhaeuser Co. to Fruit Growers Supply Co.



S1/2 Section 24 and N1/2 Section 25
Township 7 North, Range 5 East, W.M.
Skamania County, WA

⊙⊙⊙⊙ Easement

Weyerhaeuser/FGS
Skamania County, WA
F00-67
EXHIBIT A