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Page 1 of 11
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of SKAMANIA COUNTY
SKAMANIA COUNTY AUDITOR
J MICHAEL GARVISON
Fee: \$50.00

WHEN RECORDED, RETURN TO:

Weyerhaeuser Company
Attn: Ross Graham
PO Box 188
Longview WA 98632-7117

117636
Type of Document:

Easement Exchange

Reference Nos. of
Document(s) Assigned or Released:

n/a

Grantor(s):

Weyerhaeuser Company
~~Erickson Logging, Inc.~~
ST. HELENS PROPERTY, L.L.C.
Weyerhaeuser Company
~~Erickson Logging, Inc.~~
ST. HELENS PROPERTY, L.L.C.

Grantee(s):

IN COWLITZ COUNTY:

Abbreviated Legal Descriptions:

S.13-10N-4E: E $\frac{1}{2}$ E $\frac{1}{2}$
S.24-10N-4E: SE $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$
S.25-10N-4E: NE $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$
S.26-10N-4E: SE $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$
S.35-10N-4E: NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$,
NW $\frac{1}{4}$ SE $\frac{1}{4}$

Assessor's Property Tax Parcel Nos.:

EV1301001 EV2401001 EV2501001
EV2601001 EV351001

IN SKAMANIA COUNTY:

Abbreviated Legal Descriptions:

S.7-10N-5E: N $\frac{1}{2}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$
S.8-10N-5E: N $\frac{1}{2}$ NW $\frac{1}{4}$

Assessor's Property Tax Parcel Nos.:

10050000070000 6.5
9/28/07 10050000070100
10050000080100

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EASEMENT EXCHANGE

THIS AGREEMENT, made and entered into as of the 27th day of September, 2007, by and between **WEYERHAEUSER COMPANY**, a Washington corporation, hereinafter called "Weyerhaeuser," and ~~*ERICKSON LOGGING, INC., a Washington corporation,~~ hereinafter called "~~Erickson Logging,~~" WITNESSETH:

* **ST. HELENS PROPERTY, L.L.C.**

I.

St. Helens Property, L.L.C.

A. Weyerhaeuser hereby grants and conveys to ~~Erickson Logging~~ 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 **Cowlitz County, Washington**:

<u>Description</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge, W.M.</u>
E $\frac{1}{2}$ E $\frac{1}{2}$	13	10N	4E
SE $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$	24	10N	4E
SE $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$	26	10N	4E
NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$	35	10N	4E

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

St. Helens Property, L.L.C.

B. Weyerhaeuser also grants to ~~Erickson Logging~~ a perpetual, nonexclusive easement upon over and along rights of way sixty (60) feet in width, being thirty (30) feet on each side of the center line for the construction, re-construction, use and maintenance of new roads to be constructed over and across the NE $\frac{1}{4}$ NW $\frac{1}{4}$ and the NE $\frac{1}{4}$ NW $\frac{1}{4}$, Section 35, Township 10 North, Range 4 East, W.M., in Cowlitz County, Washington. The location of said rights of way to be determined by mutual agreement of the parties hereto prior to construction of said roads.

C. Erickson Logging hereby grants and conveys to Weyerhaeuser 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 **Cowlitz and Skamania Counties, Washington**:

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IN COWLITZ COUNTY:

Description

NE $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$

Sec Twp Rge, W.M.

25 10N 4E

IN SKAMANIA COUNTY:

Description

N $\frac{1}{2}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$

N $\frac{1}{2}$ NW $\frac{1}{4}$

Sec Twp Rge, W.M.

7 10N 5E

8 10N 5E

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

II.

The parties hereto 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 Agreement, 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** - These easements are conveyed for the purposes of construction, reconstruction, use and maintenance of a road for all road purposes, including but not limited to the hauling of forest products or other valuable materials, residential and recreational ingress and egress, and for buried electrical and/or telephone lines, serving lands now owned or hereafter acquired by the parties hereto. Specifications for the installation, repair, removal, and replacement of said buried electrical and/or telephone lines are shown on attached Exhibit B.
3. **Road Crossing** - Each party reserves the right to use, cross and recross, patrol and repair said road on lands owned by it for any and all purposes, in any manner that will not unreasonably interfere with the rights granted to the other party hereunder.
4. **Third Parties** - 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.

5. **Maintenance** - The cost of road maintenance and resurfacing shall be allocated on the basis of respective uses of said road. When any party uses said road, or a portion thereof, that party shall perform or cause to be performed, or contribute or cause to be contributed, that share of the maintenance and resurfacing occasioned by such use as hereinafter provided. During periods when said road, or a portion thereof, 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 commenced. During periods when more than one party is using said road, or a portion thereof, each party's share of maintenance and resurfacing shall be pro rata in proportion to its use thereof.

For the purposes of this Agreement, maintenance is defined as the work normally necessary to preserve and keep the roadway, road structure and road facility as nearly as possible in their present condition or as hereafter improved.

6. **Road Damage** - Each party using any portion of said 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 said road occur which is not caused by an authorized user of said road, the parties hereto shall meet to agree on the cost of replacement and the shares of replacement cost to be borne by each user of said road.

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

8. **Right of Way Timber** - Each party hereto reserves to itself all timber now on or hereafter growing within said right of way on its said lands.

9. **Exercise of Rights** - Each party may permit its agents, contractors, licensees, vendors, lessees, 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.

10. **Land Uses and Practices** - The parties recognize that the lands and roads in the area are managed for commercial forestry including logging, slash burning, other fire control, silvicultural site preparation, forest roads, aerial and ground application of forest chemicals, and other silvicultural practices which often create noise, dust, visual impacts and other alterations of the forest environment. In conducting such operations the parties will comply with all laws and regulations applying in

commercial forest areas. No additional restrictions shall be imposed on either party's forest management operations because of proximity to any uses of the other party's lands dependent on or facilitated by these easements.

11. **Indemnification**

(a) Weyerhaeuser will assume all risk of, and indemnify and hold harmless, and at its expense defend Erickson Logging 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 Erickson Logging or damage to or destruction of property to whomsoever belonging, including but not limited to property of Erickson Logging, resulting partly or wholly, directly or indirectly from Weyerhaeuser's exercise of the rights herein granted, excepting only such claims, cost, damage, injury or expense which may be caused by the sole negligence of Erickson Logging.

(b) Erickson Logging 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 Erickson Logging's exercise of the rights herein granted, excepting only such claims, cost, damage, injury or expense which may be caused by the sole negligence of Weyerhaeuser.

12. **Insurance** - Before using said road, each party shall obtain and maintain in full force and effect during the term hereof, at its sole expense, the following insurance coverages and shall require the same of each of its Permittees:

(a) For all persons engaged in construction activities or using equipment other than autos or trucks: Comprehensive or Commercial General Liability (occurrence form), covering bodily injury and property damage liability, including contractual, XCU, products and completed operations with minimum limits of \$1,000,000 per occurrence, \$1,000,000 Aggregate Products - Completed Operations and \$1,000,000 General Aggregate. The other party shall be designated as an Additional Insured;

(b) For all persons operating heavy trucks (over one [1] ton): Comprehensive Automobile Liability covering owned, hired and non-owned vehicles with minimum limits of \$1,000,000 per person and \$2,000,000 per accident for bodily injury and \$500,000 property damage or combined single limit of \$2,000,000;

(c) For all miscellaneous users operating pickup trucks, light trucks (one [1] ton or under) or passenger cars: Comprehensive Automobile Liability covering owned, hired and non-owned vehicles with minimum limits of \$500,000 per person and \$500,000 per accident for bodily injury and \$100,000 property damage or combined single limit of \$500,000;

and each party shall furnish the other party with Certificates of Insurance evidencing compliance herewith. Each party's insurance carrier shall be required to give the other party at least thirty (30) days' written notice prior to any change or cancellation of said coverage, either in whole or in part, and the failure of either party's insurance carrier to give said notice as required shall be a default on said party's part.

From time to time, as dictated by economic or legal considerations, the parties may make reasonable changes in the amounts and types of insurance required by each party and each party's Permittee.

13. **Safety** – The parties hereto agree to strictly comply with all safety rules and traffic regulations promulgated by the landowner or public authority. Said safety rules and traffic regulations shall apply equally to all road users.

14. **Gate Policy** - After passing through any gate located across the easement roads, each party shall leave said gate in open or closed position as found prior to passing through, unless otherwise instructed to follow a different local gate policy by the landowner.

15. **Compliance with Laws and Regulations:** - Each party shall comply with all applicable Federal, State and local laws, regulations and ordinances, including but not limited to those governing the construction, reconstruction, use and maintenance of roads.

16. **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.

17. **Termination** - The parties agree if said road, or a portion thereof, is no longer needed to access land of a party hereto, upon written request, the other party hereto shall be furnished with a release in recordable form evidencing termination of that party's rights to utilize such abandoned road or road segment.

18. **Prior Rights** - These grants 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.

IN WITNESS WHEREOF, the parties hereto have executed this instrument, in duplicate, as of the day and year first above written.

ERICKSON LOGGING, INC.
ST. HELENS PROPERTY, L.L.C.

By: Julianne 9/25/07
Title: Manager

By: _____

MANUOR

WEYERHAEUSER COMPANY

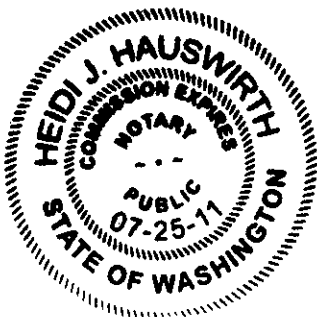
By: Scott Marshall
Title: VICE PRESIDENT OPERATIONS SUPPORT

Attest: Vicki A. Merrick
Assistant Secretary

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

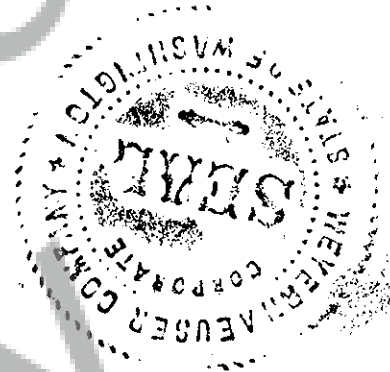
On this 25th day of September, 2007, before me personally appeared SCOTT MARSHALL and VICKI A. MERRICK, to me known to be the VICE PRESIDENT OPERATIONS SUPPORT and Assistant Secretary, respectively, of **WEYERHAEUSER COMPANY**, the corporation that executed the within and foregoing instrument, and acknowledged 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 and deliver 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.



Heidi Hauswirth
Notary Public in and for the State of Washington
residing at Sumner WA
My commission expires: 7.25.2011

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STATE OF WASHINGTON)

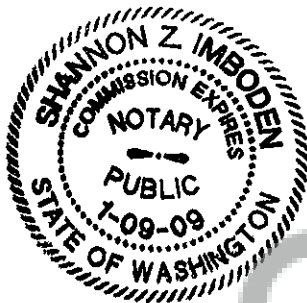
COUNTY OF Cowlitz)

)ss

On this 27th day of September, 2007, before me personally appeared Fred Wagner & Kurt Erickson, to me known to be the managers of ~~*ERICKSON LOGGING, INC., the corporation~~ that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that they was authorized to execute and deliver said instrument.

*St Helens Property, LLC

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



Szimboden

Notary Public in and for the State of Washington
residing at Kalama

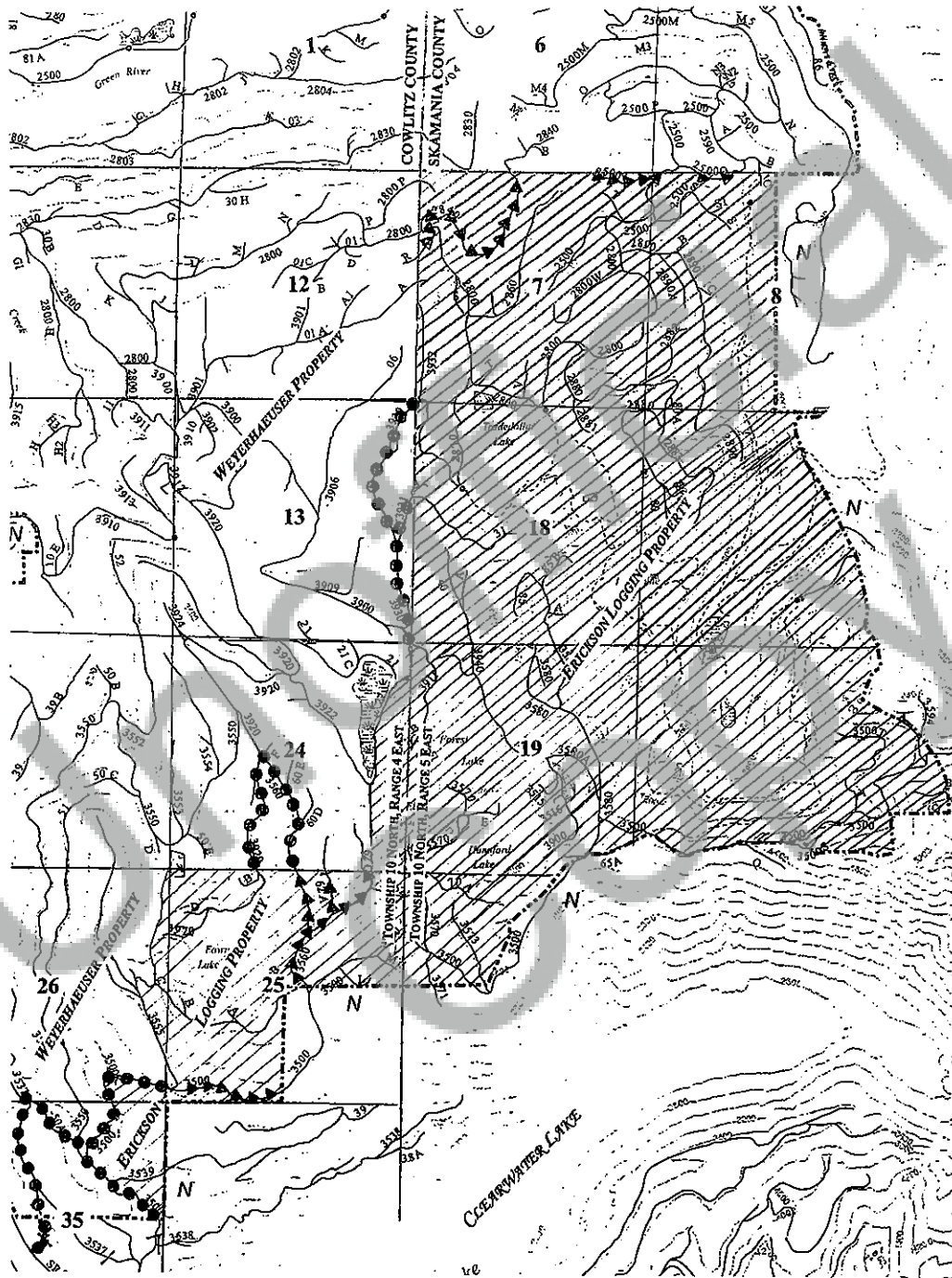
My commission expires: 01-09-09

EXHIBIT A

LOCATION OF EASEMENTS

IN COWLITZ COUNTY, WASHINGTON
TOWNSHIP 10 NORTH, RANGE 4 EAST, W.M.
SECTIONS 13, 24, 25, 26 AND 35

IN SKAMANIA COUNTY, WASHINGTON
TOWNSHIP 10 NORTH, RANGE 5 EAST, W.M.
SECTIONS 7 AND 8



EASEMENT ROADS - ERICKSON LOGGING TO WEYERHAEUSER SHOWN: → → →

EASEMENT ROADS - WEYERHAEUSER TO ERICKSON LOGGING SHOWN: ● ● ●

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EXHIBIT B

SPECIFICATIONS FOR THE PLACEMENT OF A BURIED ELECTRIC AND/OR TELEPHONE UTILITY LINE UNDER EXISTING ROADS

1. Appropriate action shall be taken to preserve the structural integrity of the existing roadbed and to provide for the safe use of the same.
2. Coordinate installation, maintenance, repair or removal of the buried electric and/or telephone utility line ("Line") with any party who has secured prior road access rights so as not to unreasonably interfere with such prior rights.
3. No installation, maintenance, repair or removal work of any kind shall be performed without the prior consent and approval of the owner of the land where such work will be done ("Landowner"). The Landowner shall be notified at least 24 hours prior to any installation, maintenance, repair or removal work which is to be performed under the road grade. The current Landowners may be contacted at:

Weyerhaeuser Company
PO Box 188
Longview WA 98632-7117
(360) 274-3057

Erickson Logging, Inc.
41306 90th Avenue East
Eatonville WA 98328
(360) 832-

or such other number and/or address as may be designated from time to time.

However, nothing contained herein shall prevent the party in whose behalf the buried electric and/or telephone utility line was originally installed, their successors and assigns ("Line Owner"), from responding to an emergency relating to the facilities within the right of way. Provided, that in the event emergency repair to or replacement of the Line is required, the Line Owner shall immediately notify said Landowner of the location of said repair or replacement work, and the Line Owner shall also notify said Landowner when emergency repairs or replacement have been completed.

4. (a) At all times during the installation of or maintenance, replacement, repair or removal to the Line crossing under the road, a watchman shall be employed and furnished by the party authorizing such work or entity performing the work to flag all traffic and adequately warn such traffic that work is being performed under the road.

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- (b) At all time during the installation of or maintenance, replacement, repair or removal to the crossing under the road, warning flags shall be placed alongside the road at a distance of 500 feet on each side of the installation/repair site. Said warning flags shall be removed upon the completion of the installation or repair work.
5. The Line shall be buried at a minimum depth of thirty-six (36) inches below the outside edge of the ditch line or of the riding surface of the existing road and, if necessary, the Line Owner shall provide at its own expense a road surface overlay to maintain the minimum depth of thirty-six (36) inches over the top of the Line.
 6. Grounding rods for the Line are to be placed not more than 1,320 feet apart in keeping with the requirements of the National Electrical Safety Code for a minimum of four grounds per mile or use encapsulated cable for the full length of the Line.
 7. A minimum crossing depth of twelve (12) inches under all culverts must be maintained for installing, replacing or repairing the Line. All culverts must be repaired or replaced immediately after the Line is installed.
 8. All line splices shall be protected by using vaults. Unvaulted line splices are prohibited.
 9. Each splicing vault shall be located outside of the ditch line of the existing road so as to not obstruct road grading and ditch maintenance work.
 10. The Line shall be marked by intervisible markers placed not more than 500 feet apart and at all road intersections. Markings shall include identification letters indicating the specific type of the underground facility in accordance with the standard of the American Public Works Association and list the local Washington state contact telephone number of the party doing or authorizing said work.
 11. Where laws or orders of appropriate authority prescribe a higher degree of protection than specified herein, then the higher degree of protection so prescribed shall be deemed a part of the specification set forth in this Exhibit.
 12. All costs made necessary by any installation, maintenance, repair or removal of said Line shall be borne by the Line Owner or entity authorized to perform such work.

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