

20th

G3-586

EASEMENT EXCHANGE

8608150015

THIS AGREEMENT, made and entered into this 7th day of August, 1986, by and between WEYERHAEUSER COMPANY, a Washington corporation, herein called "Weyerhaeuser" and GEORGIA-PACIFIC CORPORATION, a Georgia corporation, by and through its Washington Wood Products Manufacturing Division, herein called "Georgia-Pacific",

WITNESSETH:

A. Weyerhaeuser, for and in consideration of the grant hereinafter made by Georgia-Pacific, hereby grants to Georgia-Pacific, its successors and assigns, a perpetual nonexclusive easement upon, over and along rights of way sixty (60) feet in width over and across the following described lands in Skagit County, Washington:

TOWNSHIP 34 NORTH, RANGE 6 EAST, W.M.

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|--|------------|
| S $\frac{1}{2}$ SW $\frac{1}{2}$: S $\frac{1}{2}$ SE $\frac{1}{2}$ | Section 2 |
| Gov't Lots 10 and 3: N $\frac{1}{2}$ SE $\frac{1}{2}$: SE $\frac{1}{2}$ SE $\frac{1}{2}$ | Section 3 |
| SW $\frac{1}{2}$ SW $\frac{1}{2}$ | Section 4 |
| Gov't Lots 9 and 10: E $\frac{1}{2}$ SW $\frac{1}{2}$: SE $\frac{1}{2}$ | Section 5 |
| SW $\frac{1}{2}$ SE $\frac{1}{2}$ | Section 6 |
| NE $\frac{1}{2}$ NE $\frac{1}{2}$ | Section 7 |
| NE $\frac{1}{2}$ NE $\frac{1}{2}$: NW $\frac{1}{2}$ NW $\frac{1}{2}$ | Section 8 |
| N $\frac{1}{2}$ NW $\frac{1}{2}$: SE $\frac{1}{2}$ | Section 9 |
| NE $\frac{1}{2}$ NE $\frac{1}{2}$: W $\frac{1}{2}$ SW $\frac{1}{2}$ | Section 10 |
| N $\frac{1}{2}$ SW $\frac{1}{2}$: SE $\frac{1}{2}$ SW $\frac{1}{2}$ | Section 11 |
| NE $\frac{1}{2}$ NW $\frac{1}{2}$: SE $\frac{1}{2}$ | Section 14 |
| NW $\frac{1}{2}$: NE $\frac{1}{2}$ SW $\frac{1}{2}$: SE $\frac{1}{2}$ | Section 15 |
| SE $\frac{1}{2}$ | Section 24 |
| N $\frac{1}{2}$ NE $\frac{1}{2}$: SE $\frac{1}{2}$ NE $\frac{1}{2}$: SE $\frac{1}{2}$ NW $\frac{1}{2}$: NW $\frac{1}{2}$ SW $\frac{1}{2}$: NE $\frac{1}{2}$ SE $\frac{1}{2}$ | Section 26 |

TOWNSHIP 35 NORTH, RANGE 7 EAST, W.M.

| | |
|--|------------|
| Fr. N $\frac{1}{2}$ NE $\frac{1}{2}$ | Section 29 |
| N $\frac{1}{2}$ NE $\frac{1}{2}$: NE $\frac{1}{2}$ NW $\frac{1}{2}$: | Section 35 |

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

Subject as to said lands to all matters of public record and also to the extent of Weyerhaeuser's rights in and ownership of said roads and rights of way therefor.

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JERRY MCINTURE
SKAGIT COUNTY AUDITOR
Weyerhaeuser Co
Bainbridge, wa 98005
Richard A Ryan

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B. Georgia-Pacific, for and in consideration of the grant hereinbefore made by Weyerhaeuser, hereby grants to Weyerhaeuser, its successors and assigns, a perpetual nonexclusive easement upon, over and along rights of way fifty (50) in width over and across the following described lands in Skagit County, Washington:

TOWNSHIP 35 NORTH, RANGE 6 EAST, W.M.

$N\frac{1}{2}NE\frac{1}{4}$ Section 32
 $NW\frac{1}{2}NW\frac{1}{4}$: $S\frac{1}{2}NW\frac{1}{4}$: $NE\frac{1}{2}SW\frac{1}{4}$: $NW\frac{1}{2}SE\frac{1}{4}$: $S\frac{1}{2}SE\frac{1}{4}$ Section 33

being twenty-five (25) feet on each side of the centerline of roads located approximately as shown in blue on the attached "Exhibit A."

Subject as to said lands to all matters of public record and also to the extent of Georgia-Pacific's rights in and ownership of said roads and rights of way therefor.

C. Georgia-Pacific, for and in consideration of the grant hereinbefore made by Weyerhaeuser, hereby grants to Weyerhaeuser, its successors and assigns, a perpetual nonexclusive easement upon, over and along rights of way sixty (60) feet in width over and across the following described lands in Skagit County, Washington:

TOWNSHIP 34 NORTH, RANGE 5 EAST, W.M.

$SW\frac{1}{2}NE\frac{1}{4}$: Gov't Lot 4: $S\frac{1}{2}NW\frac{1}{4}$: $N\frac{1}{2}SW\frac{1}{4}$: $SE\frac{1}{4}$ Section 1
Fr. $E\frac{1}{2}NE\frac{1}{4}$ Section 2

TOWNSHIP 35 NORTH, RANGE 5 EAST, W.M.

$NE\frac{1}{2}SW\frac{1}{4}$: $N\frac{1}{2}SE\frac{1}{4}$: $SE\frac{1}{4}SE\frac{1}{4}$ Section 35

TOWNSHIP 33 NORTH, RANGE 6 EAST, W.M.

$NE\frac{1}{2}NE\frac{1}{4}$ Section 12

TOWNSHIP 34 NORTH, RANGE 6 EAST, W.M.

Gov't Lots 4, 5 and 12: $NW\frac{1}{2}SW\frac{1}{4}$: $S\frac{1}{2}SW\frac{1}{4}$ Section 3
Gov't Lots 1 and 8 Section 4
Fr. $S\frac{1}{2}SW\frac{1}{4}$ Section 6
 $NW\frac{1}{2}NE\frac{1}{4}$ Section 7
 $W\frac{1}{2}NE\frac{1}{4}$ Section 9
 $W\frac{1}{2}NE\frac{1}{4}$: $NW\frac{1}{4}$: $SE\frac{1}{4}NE\frac{1}{4}$ Section 10
 $NE\frac{1}{2}NE\frac{1}{4}$: $NW\frac{1}{4}NW\frac{1}{4}$: $S\frac{1}{2}NW\frac{1}{4}$ Section 11
 $W\frac{1}{2}NE\frac{1}{4}$ Section 14

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|--|------------|
| NE $\frac{1}{4}$: N $\frac{1}{2}$ NW $\frac{1}{4}$: S $\frac{1}{2}$ SE $\frac{1}{4}$ | Section 22 |
| All | Section 23 |
| NE $\frac{1}{4}$: NW $\frac{1}{4}$: SW $\frac{1}{4}$ | Section 24 |
| Fr. NE $\frac{1}{4}$: N $\frac{1}{2}$ NW $\frac{1}{4}$: SW $\frac{1}{4}$ NW $\frac{1}{4}$: NW $\frac{1}{4}$ SW $\frac{1}{4}$: S $\frac{1}{2}$ SW $\frac{1}{4}$: Gov't Lot 5: SW $\frac{1}{4}$ SE $\frac{1}{4}$ | Section 25 |
| N $\frac{1}{2}$ NW $\frac{1}{4}$: SW $\frac{1}{4}$ NW $\frac{1}{4}$ | Section 26 |
| NE $\frac{1}{4}$ | Section 27 |
| W $\frac{1}{2}$ NE $\frac{1}{4}$: E $\frac{1}{2}$ SW $\frac{1}{4}$: SE $\frac{1}{4}$ | Section 35 |

TOWNSHIP 33 NORTH, RANGE 7 EAST, W.M.

| | |
|---|-----------|
| Fr. W $\frac{1}{2}$ NW $\frac{1}{4}$: W $\frac{1}{2}$ SW $\frac{1}{4}$ | Section 5 |
| Gov't Lot 3: Part SE $\frac{1}{4}$ NW $\frac{1}{4}$ | Section 7 |

TOWNSHIP 34 NORTH, RANGE 7 EAST, W.M.

| | |
|--------------------------------------|------------|
| Gov't Lots 3, 4 and 5 | Section 30 |
| Fr. N $\frac{1}{2}$ NE $\frac{1}{4}$ | Section 31 |
| S $\frac{1}{2}$ NW $\frac{1}{4}$ | Section 32 |

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

Subject as to said lands to all matters of public record and also to the extent of Georgia-Pacific's rights in and ownership of said roads and rights of way therefor.

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 purpose of construction, reconstruction, use and maintenance of a road or roads, for hauling forest products and other valuable materials from lands now owned or hereinafter acquired by the parties hereto and for providing access to said lands for land management and other administrative activities.

Each party shall have the right to construct or buy into any additional roads that it may require, upon and across the other party's property, for the removal of timber from lands that it now owns or may hereafter acquire located in Townships 33, 34 and 35 North, Ranges 6 and 7 East, W.M. In the case of new construction, the party initiating the construction on the other's property shall give thirty (30) days' notice to the property owner prior to construction so that it may examine and approve the road location and the construction plans. In the case of existing road, the party requesting access shall pay its share of the current replacement value of the road based on its proportion of use to the total anticipated use by all parties.

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2. Each party reserves for itself, its successors and assigns, the right at all times and 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 pro rata share of the cost incurred by said maintainer in maintaining or resurfacing said road or portion thereof.

For 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.

5. Each party using any portion of a road shall repair, or cause to be repaired, at its sole cost and expense any damage to said road occasioned by it which is in excess of that which would be caused 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 repair or replacement, the party to undertake the repair or replacement cost to be borne by each user of said road.

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6. Neither party will abandon any portion of said roads included under this Agreement without the full consent of the other party; provided, however, such consent shall not unreasonably be withheld.

7. 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.

8. Each party reserves to itself all timber now on or hereafter growing within the right of way of all roads now or hereafter located on its land.

9. Each party 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.

10. Each party shall require that 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 or policies of liability insurance in a form generally acceptable in the trade and customary in the area of said rights of way insuring Permittee against liability arising out of its operations, including use of vehicles. Minimum amounts of insurance shall be:

(1) General Liability

| | |
|-----------------------------|---------------------------|
| Bodily Injury - | \$500,000 each person |
| | \$500,000 each occurrence |
| Property Damage - | \$250,000 each occurrence |
| or combined single limits - | \$500,000 |

Automobile Liability

| | |
|-----------------------------|---------------------------|
| Bodily Injury - | \$500,000 each person |
| | \$500,000 each occurrence |
| Property Damage - | \$250,000 each occurrence |
| or combined single limits - | \$500,000 |

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

(b) All such policies of insurance shall contain a provision that the same shall not be canceled nor the coverage modified nor the limits changed without first giving ten (10) days' written notice thereof to the parties hereto. Such policies of insurance shall be written by insurance companies satisfactory to the parties hereto, and certificates of insurance evidencing the coverages required shall be provided to the parties hereto by mail.

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11. The terms and conditions hereof shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

12. That certain Road Use Agreement, dated January 17, 1954, by and between Weyerhaeuser Timber Company and Puget Sound Pulp and Timber Co., as recorded in Vol. 266, Page 243, Records of Skagit County, Washington is hereby terminated.

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

WEYERHAEUSER COMPANY

BY [Signature]
Forest Land Use Manager

ATTEST [Signature]
Assistant Secretary

GEORGIA-PACIFIC CORPORATION

BY [Signature] ^{WV}
Vice President

ATTEST [Signature]
Assistant Secretary

STATE OF WASHINGTON)
COUNTY OF KING) ss.

On this 8th day of August, 1986, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared D. W. Wilbur and Robert N. Mogensen, to me known to be the Forest Land Use Manager and Assistant Secretary, respectively, of WEYERHAEUSER COMPANY, the corporation that executed the 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 an oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.

[Signature]
Notary Public in and for the State of
Washington, residing at Federal Way
My Commission expires: 3/20/88

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STATE OF OREGON)
) ss.
COUNTY OF Multnomah)

On this 13th day of August, 1986, before me, the undersigned, a Notary Public in and for the State of Oregon, duly commissioned and sworn, personally appeared D. L. Mobley and William E. Craig, to me known to be the Vice President and Assistant Secretary, respectively, of GEORGIA-PACIFIC CORPORATION, the corporation that executed the 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 an oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

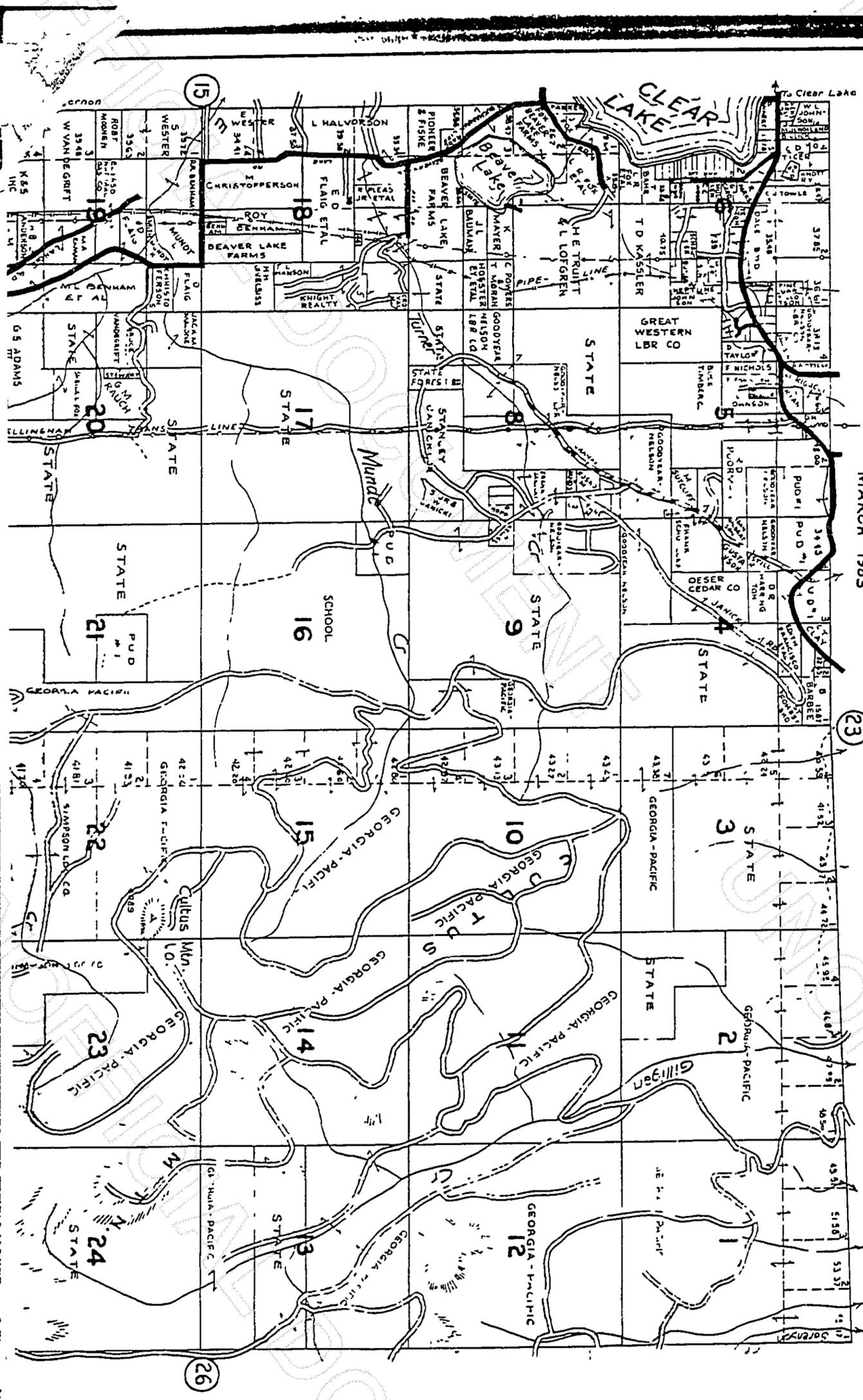
WITNESS my hand and official seal hereto affixed the day and year first above written.

Nancy L. Thomas
Notary Public in and for the State of
Oregon, residing at Portland
My Commission expires: 11/1/88

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911 PACIFIC AVENUE, STEEKER BLDG
 TACOMA, WASHINGTON 98402

MARCH 1983

TOWNSHIP 34 N., RANGE 5 E., W. M.
SKAGIT COUNTY, WASHINGTON

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EXHIBIT A

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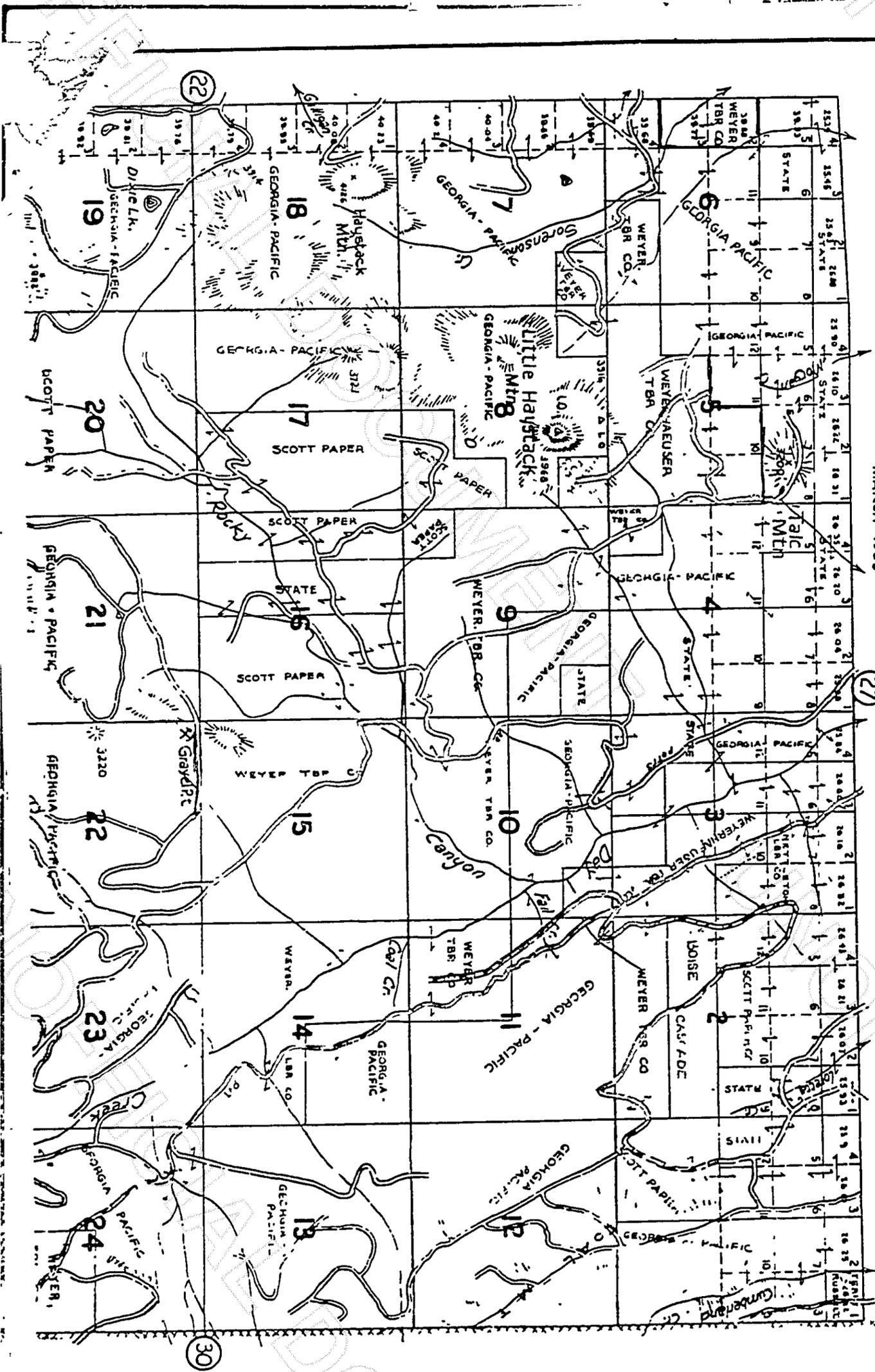
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TWP. 34 N. - RGE. 5 E., W.M.
 SKAGIT CO., WA

METSKER MAPS
811 PACIFIC AVE/METSKER BLDG
TACOMA, WASHINGTON 98402

MARCH 1983

TOWNSHIP 34 N., RANGE 6 E. W. M.
SKAGIT COUNTY, WASHINGTON

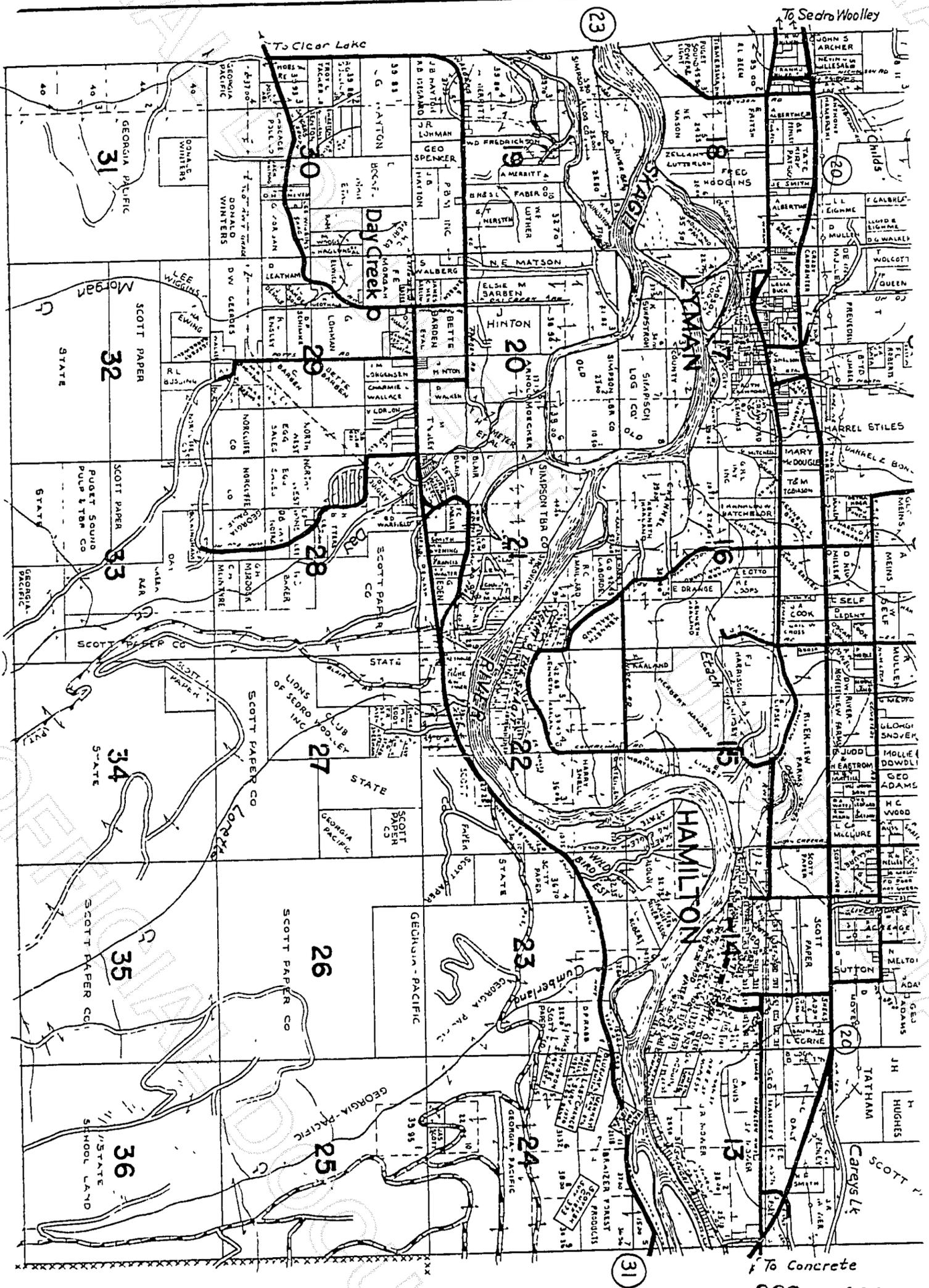


TWP. 34 N., R6E-6E., W.M.
SKAGIT CO., WA

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EXHIBIT A
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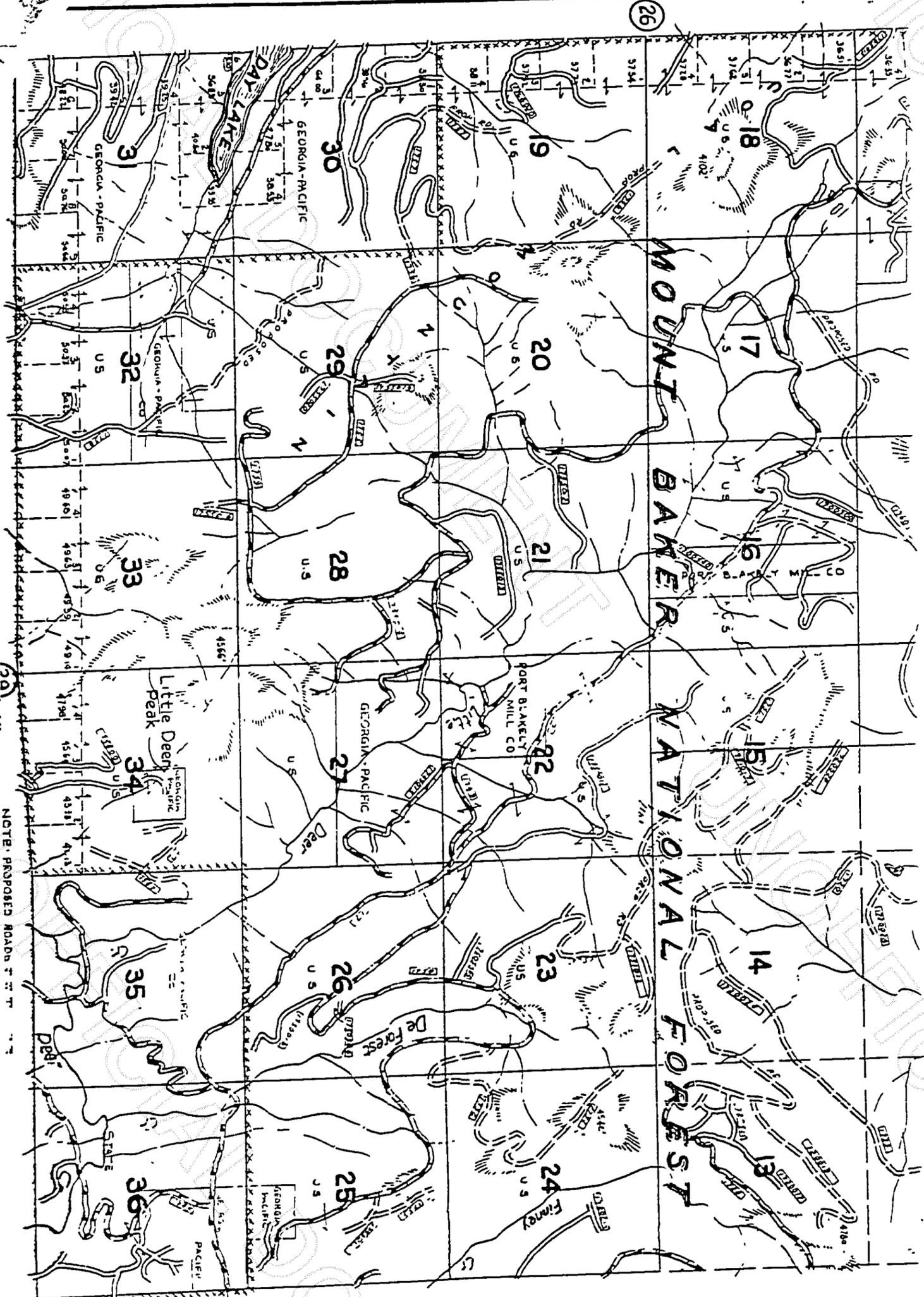
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 SKAGIT CO., WA

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EXHIBIT A
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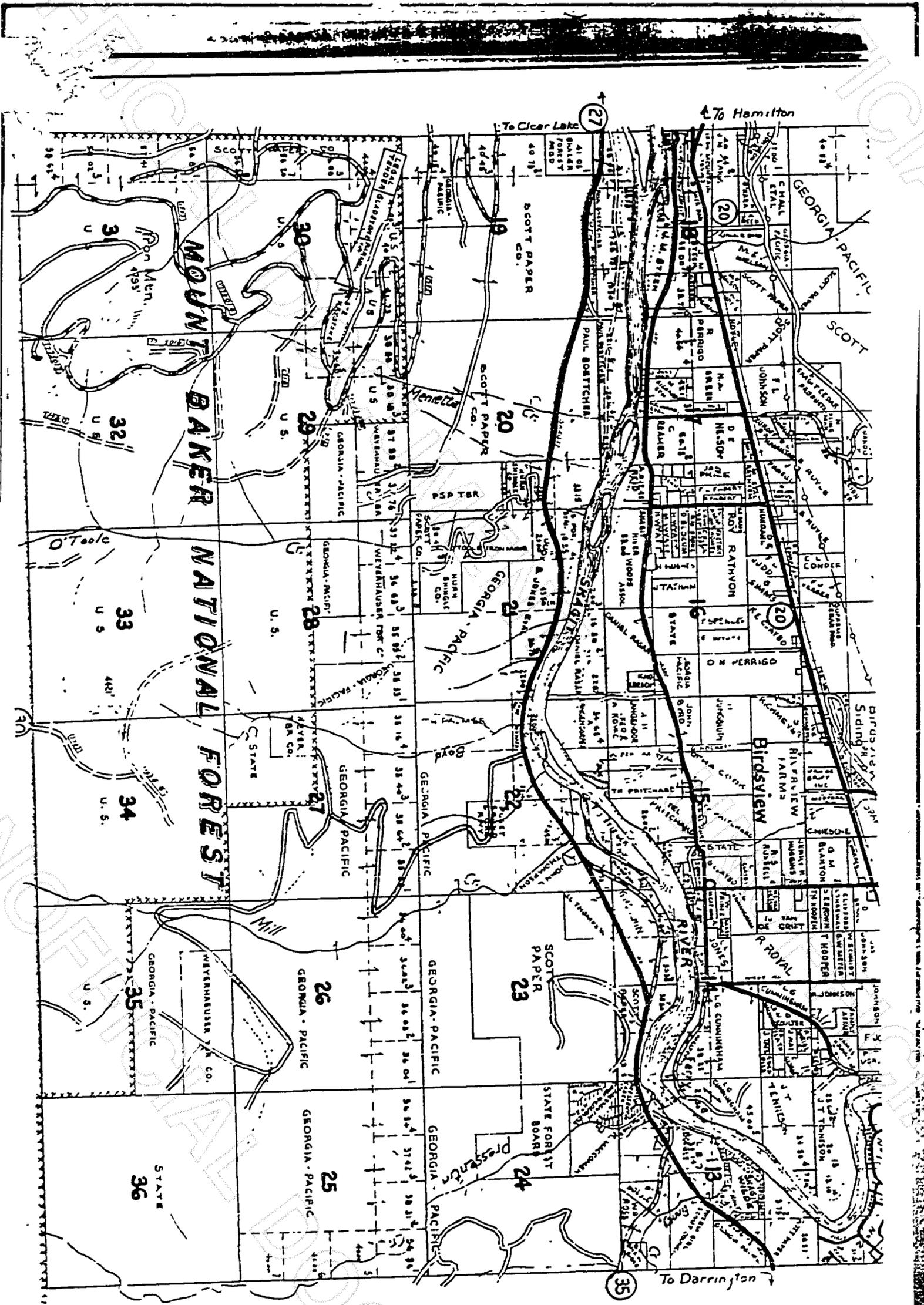
NOTE: PROPOSED ROADSHOWN

TWP. 34 N. - R. 7 E., W. M.
 SKAGIT CO., WA

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