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JERRY MCINTURFF  
SKAGIT COUNTY AUDITOR  
31CA-290  
48HA-190  
'94 MAR 11 P2:27

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RECIPROCAL FORESTRY ROAD EASEMENT

THIS AGREEMENT, made and entered into this 10<sup>th</sup> day of February, 1994, by and between JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY, hereinafter called FIRST PARTY, and Hurn Shingle Company, Inc., P.O. Box 799, Concrete, Washington 98237 hereinafter called SECOND PARTY.

WITNESSETH:

I

A. FIRST PARTY, for and in consideration of the Reciprocal Easement granted below, hereby grants and conveys to SECOND PARTY, its successors and assigns, a permanent non-exclusive Forestry Road Easement Sixty (60) feet in width, being Thirty (30) feet in width on each side of the centerline of an existing road located approximately as shown on the attached "Exhibit A", (SECOND PARTY Easement Area), which by this reference is incorporated herein, and crossing the following described land owned by FIRST PARTY in Skagit County, Washington:

Portion of NE 1/4 SE 1/4 Section 20, Township 35 North, Range 7 East, W.M..

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

B. SECOND PARTY, for and in consideration of sixty three thousand three hundred fifty one and 30/100 dollars (\$ 63,351.30) and the Reciprocal Easement granted above, hereby grants and conveys to FIRST PARTY, its successors and assigns, a permanent non-exclusive Easement Sixty (60) feet in width being Thirty (30) feet in width on each side of the centerline of an existing and a proposed road located approximately as shown on the attached "Exhibit B", (FIRST PARTY Easement Area) which by this reference is incorporated herein, and crossing the following described land owned by SECOND PARTY in Skagit County, Washington:

Portion of:

O'Toole Iron Mine.

Parcel "A". Those certain tracts of land in Sections 20 and 21 of Township 35 North, Range 7 East, W.M., embraced in that certain mining claim duly patented according to law known as the "O'Toole Iron Claim" consisting of the Lloyd No. 1", "O'Toole No. 2", "Lloyd No. 2", "Torrey No. 2", "Savage No. 1", "Savage No. 2", "Savage No. 3" and "Chandler No. 3" lode claims designated by the surveyor General as Lot No. 300 as described in that certain Patent recorded October 21, 1910 in the office of the Auditor of Skagit County, Washington under Auditor's File No. 81584 in Volume 2 of mining claims, page 617.

Parcel "B". That portion of the North 1/2 of the Southeast 1/4 of the Northeast 1/4 of Section 20, Township 35 North, Range 7 East, W.M., lying South of the County Road as conveyed to Skagit County by deed recorded under Auditor's File Number 496313.

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

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Easement - Page 1

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1175  
SKAGIT COUNTY WASHINGTON  
Real Estate Excise Tax

MAR 11 1994

Amount Paid to  
Skagit Co. Treasurer  
969.28  
[Signature]

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 purpose of construction, reconstruction, use and maintenance of said road for the purpose of moving specialized logging equipment, logging trucks or other equipment used for growing, harvesting, or management of timber on lands now owned by the parties hereto as shown on Exhibit "C" which by this reference is incorporated herein.
2. Each party hereto 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, said road on lands owned by it and to use in a manner that will not unreasonably interfere with the rights granted to the other party hereunder.
3. Each party hereto may grant to third parties, upon such terms as it chooses, any or all of the rights reserved by it herein; provided that such use 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 road. When any party uses the 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 the 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 structure and road facilities as nearly as possible in their present condition or as hereafter improved.

5. Each party using any portion of the 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 the 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.

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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 Easement Area on its lands.
8. Each party hereto may permit its respective contractors, licensees, 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; provided, that when a party hereto or one of its Permittees plans to use any portion of said road for purpose of hauling timber or other valuable materials, such party shall notify the other thereof at least fifteen (15) days prior to the commencement of use of said rights, advising of the portion of road to be used, the approximate dates, when such use will begin and end, and the approximate volumes of forest products or valuable materials to be hauled and forthwith upon the completion of such use notify the other party thereof.
9. Each party, whenever it plans to use the rights herein conveyed for the purpose of hauling timber or other valuable materials, shall notify the other party at least five (5) days prior to commencement of such hauling and shall, if so required by the other party, procure, maintain and furnish said other party with satisfactory evidence of liability insurance in a form generally acceptable in the trade and customary in the area, insuring such other party or Permittees against liability arising out of its operations on said Easement, with limits as the other party may reasonable require.
10. Each party agrees to defend, indemnify and save harmless the other party of and from and against all causes of action, litigation, cost, loss, liability, damage and expense (including attorneys' fees) for injury or death to persons, whomsoever, and damage to or loss of property, to whomsoever belonging, including the respective contractors, agents, employees and representatives of parties hereto, arising out of or in any way connected with the use of its Easement Area by such party, its respective contractors, agents, employees or representatives; unless such causes of actions, litigation, cost, loss, liability, damage and expense results from the sole negligence of the other party.

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

JOHN HANCOCK MUTUAL LIFE  
INSURANCE COMPANY

HURN SHINGLE COMPANY, INC

By: *Paul S. Cloutier*

By: *Harry Hurn*

Title: Manager, Forestry Operations

Title: President

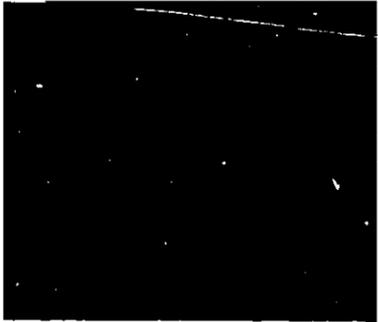
Attest: *Barry P. Lumborn*

Attest: *Shelley S. Hurn*

Title: Assistant Secretary

Title: Office Mgr

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THE COMMONWEALTH OF MASSACHUSETTS )  
COUNTY OF SUFFOLK )

On this 27th day of January, 19 94, before me, the undersigned, a Notary Public in and for the said Commonwealth, residing therein, duly commissioned and sworn, personally appeared Daniel P. Christensen and Barry P. Sanborn, to me personally known who by me duly sworn, did say that they are Mgr., Forestry Operatns. and Assistant Secretary of JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and as the free act and deed of said corporation, for the uses and purposes therein mentioned.

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

Marie C. O'Brien  
Notary Public in and for Said Commonwealth

MARIE C. O'BRIEN, Notary Public  
MY COMMISSION EXPIRES AUGUST 9, 1996

My commission expires \_\_\_\_\_, 19\_\_.

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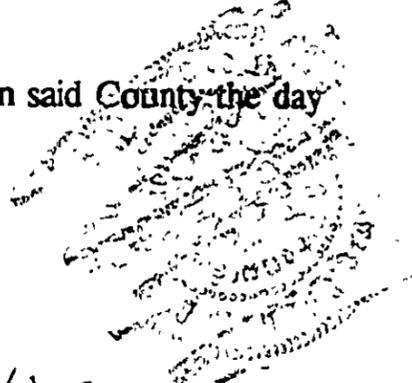
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STATE OF WASHINGTON )

COUNTY OF SKAGIT )

On this 31<sup>st</sup> day of JANUARY, 1994, before me, the undersigned, a Notary Public in and for the said State, residing therein, duly commissioned and sworn, personally appeared LARRY HURN and \_\_\_\_\_, to me personally known who by me duly sworn, did say that they are PRESIDENT and \_\_\_\_\_ of HURN SHINGLE COMPANY, INC., and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and as the free act and deed of said corporation, for the uses and purposes therein mentioned.

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

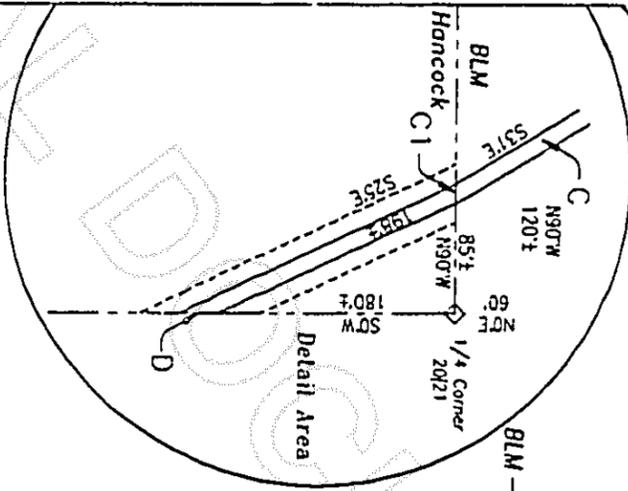
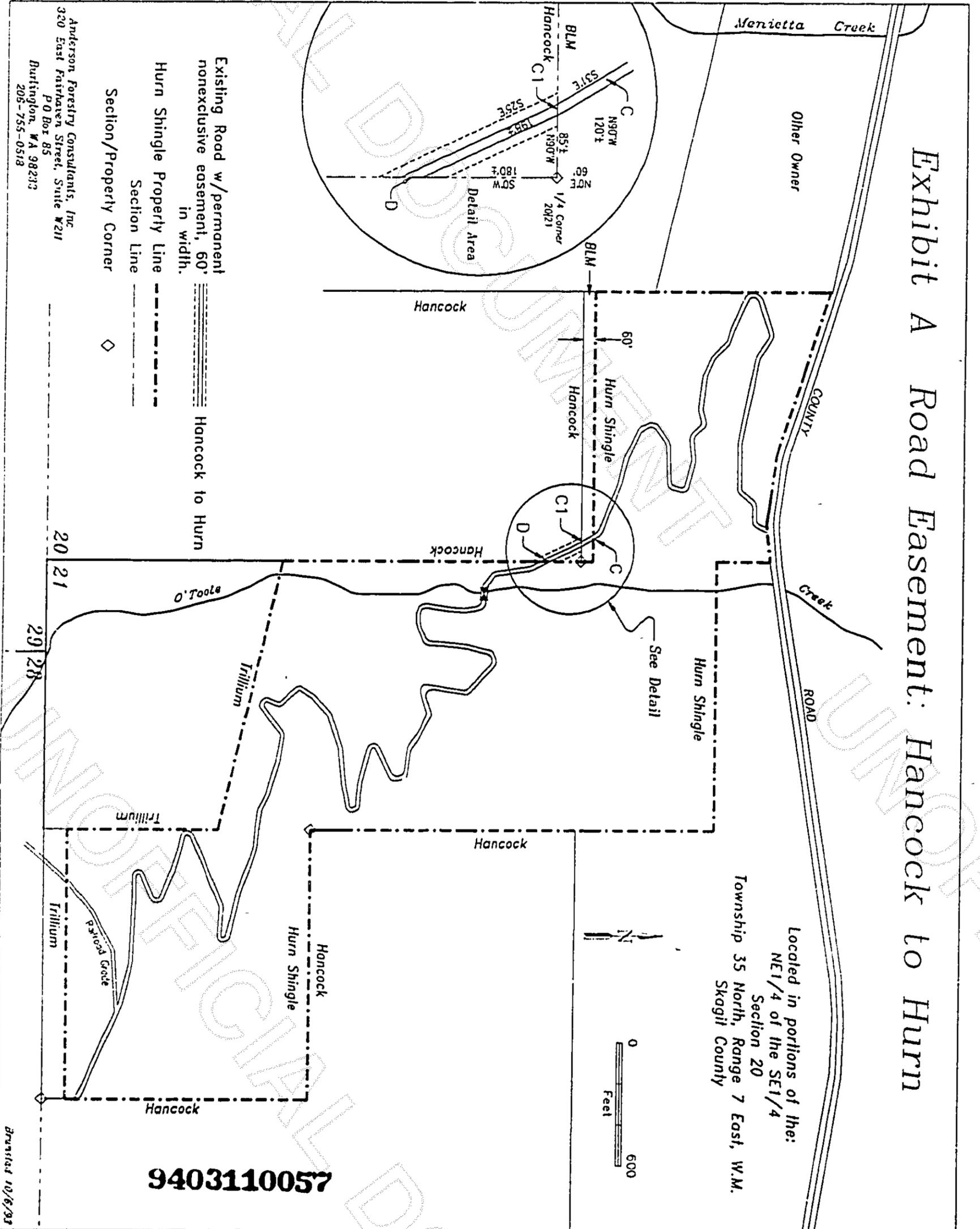
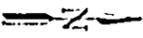
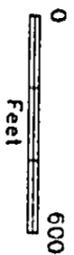
  
Cheryl C. Holmstrom  
Notary Public in and for said State

My commission expires October 15, 1996.

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# Exhibit A Road Easement: Hancock to Hurn

Located in portions of the:  
 NE1/4 of the SE1/4  
 Section 20  
 Township 35 North, Range 7 East, W.M.  
 Skagitj County



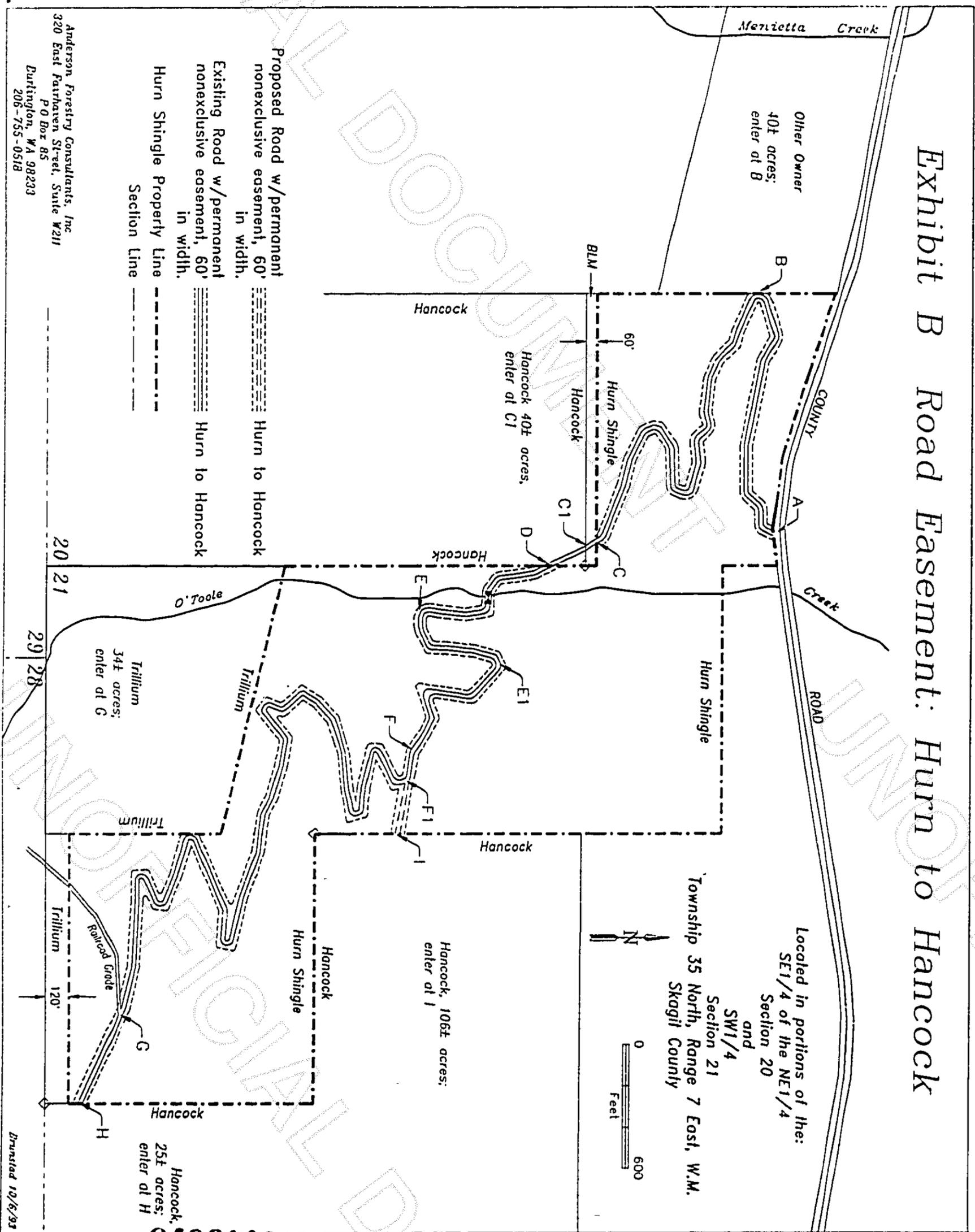
- Existing Road w/permanent nonexclusive easement, 60' in width.
- Hurn Shingle Property Line
- Section/Property Corner
- Hancock to Hurn
- Section Line

Anderson Forestry Consultants, Inc  
 320 East Fairhaven Street, Suite W211  
 P O Box 85  
 Burlington, WA 98233  
 206-755-0518

**9403110057**

Revised 10/6/93

# Exhibit B Road Easement: Hurn to Hancock



Anderson Forestry Consultants, Inc  
 320 East Fairhaven Street, Suite #211  
 P O Box 85  
 Burlington, WA 98233  
 206-755-0518

Drawn 10/6/93

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