

Return to:
The Campbell Group
327-C East Blackburn Street
Mount Vernon, WA 98273

3/31/97
KATHY HILL
SKAGIT COUNTY CLERK

'97 APR 28 P12:40

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RECORDED FILED
REQUEST OF

RECIPROCAL FORESTRY ROAD EASEMENT

THIS AGREEMENT, made and entered into this 6th day of March, 1997, by and between JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY, ~~SKAGIT COUNTY CLERK~~ FIRST PARTY, and CROWN PACIFIC hereinafter called SECOND PARTY. ~~SKAGIT COUNTY CLERK~~ Real Estate Excise Tax

WITNESSETH:

APR 28 1997

I

Amount Paid \$
Skagit Co. Treasurer
By *[Signature]* Deputy

- 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 a road located approximately as shown on the attached Exhibit A, (SECOND PARTY Easement Area), which by this reference is incorporated herein. SECOND PARTY Easement Area is as follows:

Portions of NE1/4 SE1/4 Section 24, Township 35 North, Range 6 East (tax parcel # 350624-4-001-0006), and portions of NE1/4 SW1/4 Section 19, Township 35 North, Range 7 East (tax parcel # 350719-3-001-0012), W.M., Skagit County, Washington.

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

- B. SECOND PARTY, for and in consideration of 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 a road located approximately as shown on the attached Exhibit B, (FIRST PARTY Easement Area), which by this reference is incorporated herein. FIRST PARTY Easement Area is as follows:

Portions of NW1/4 SW1/4 Section 19, Township 35 North, Range 7 East (tax parcel # 350719-1-002-0007), W.M., Skagit County, Washington.

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

Easement - Page 1

9704280077

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31CA-639

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.
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.

31CA-639

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.
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. That each party hereto and each of its PERMITTEES, before using any of said roads for commercial purposes shall:
 - 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 the location of said road, insuring said PERMITTEE against liability arising out of its operations, including use of vehicles.

- 11. 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.
- 12. If for a period of ten (10) years either party shall cease to use or preserve said road or any portion thereof for prospective future use, this Easement shall automatically terminate without notice and each party and its successors and assigns agree that they shall quitclaim to such other party all of such party's right, title and interest as is granted by this Easement.

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
By: Hancock Natural Resources Group, Inc.,
its investment manager

By: [Signature]
Paul A. Meissner, Jr.

Title: Treasurer

Date: 3/26/97

Attest: [Signature]
Barry P. Sanborn

Title: Secretary

Reviewed by: [Signature]
Dan Stransky, North Cascade Area Manager

CROWN PACIFIC LIMITED PARTNERSHIP,
a Delaware limited partnership
By: CROWN PACIFIC MANAGEMENT LIMITED
PARTNERSHIP, its General Partner

By: [Signature]

Title: Secretary

Date: 03/06/97

Attest: [Signature]

Title: _____

31CA-639

THE COMMONWEALTH OF MASSACHUSETTS
COUNTY OF SUFFOLK

On this 26th day of March 1997 before me, the undersigned, a Notary Public in and for the said Commonwealth, residing therein, duly commissioned and sworn, personally appeared Paul A. Meissner, Jr. to me personally known, who by me duly sworn, did say that he is ~~is~~ the Treasurer of Hancock Natural Resource Group, Inc., and the duly authorized investment manager of JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY, that the seal affixed to the foregoing instrument is the corporate seal of said JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY; and that said instrument was signed and sealed on behalf of said JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY by said Hancock Natural Resource Group, Inc., by authority of the Board of Directors of and as the free act and deed of said JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY.

Carol Abougue
Notary Public

My Commission expires: 2/13/98

At a meeting of the Board of Directors of HANCOCK NATURAL RESOURCE GROUP, INC., held on May 7, 1996, a quorum being present and acting throughout, it was

VOTED: That the Executive Managing Director, the Managing Director, the President, any Senior Vice President, any Vice President, the Treasurer, any Assistant Treasurer of the Company, or any one of them, are hereby authorized to execute and seal with the corporate seal, acknowledge and deliver any and all instruments required in connection with any authorized investment, sale, loan, pledge, or other transaction managed by the Company on behalf of John Hancock Mutual Life Insurance Company or on behalf of its other clients.

On this 26th day of March, 1997, I hereby certify that the above is a true copy of a vote passed May 7, 1996, by the Board of Directors of HANCOCK NATURAL RESOURCE GROUP, INC.; that the same still remains in full force and effect; that the instrument to which this certificate is annexed is required in connection with an authorized investment managed by the Company on behalf of John Hancock Mutual Life Insurance Company; and that Paul A. Meissner, Jr. is ~~is~~ the Treasurer of the Company who is authorized by the foregoing vote to execute said instrument.

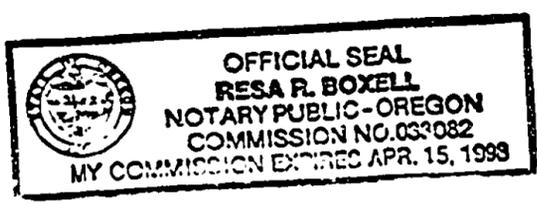
Barry P. Sanborn
Secretary

31CA-639

STATE OF ~~WASHINGTON~~ OREGON
COUNTY OF ~~SKAGHT~~ MULTNOMAH

On this 6th day of March, 1997, before me, the undersigned, a Notary Public in and for the State of Oregon, residing ^{in Multnomah County, WA} ~~therein~~, duly commissioned and sworn, personally appeared Roger L. Krage, to me personally known who by me duly sworn, did say that he/~~she~~ is the same individual who executed the attached Forestry Road Easement and that he/~~she~~ are competent to execute said instrument and knowingly and willingly do so with the full intention of being legally bound thereby to the extent of all agreements and conditions therein pertaining to them.

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.



Resa R. Boxell
Notary Public in and for said State

My commission expires April 15, 1998.

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31CA-639

JOHN HANCOCK LIFE INSURANCE CO.

EXHIBIT MAP

COUNTY: Skagit

LEGAL DESCR.: NE1/4 SE1/4 24(35N-6E) &

MAP DATE: January 14, 1997

NE1/4 SW1/4 19(35N-7E)

Scale: 1" = 1,000'

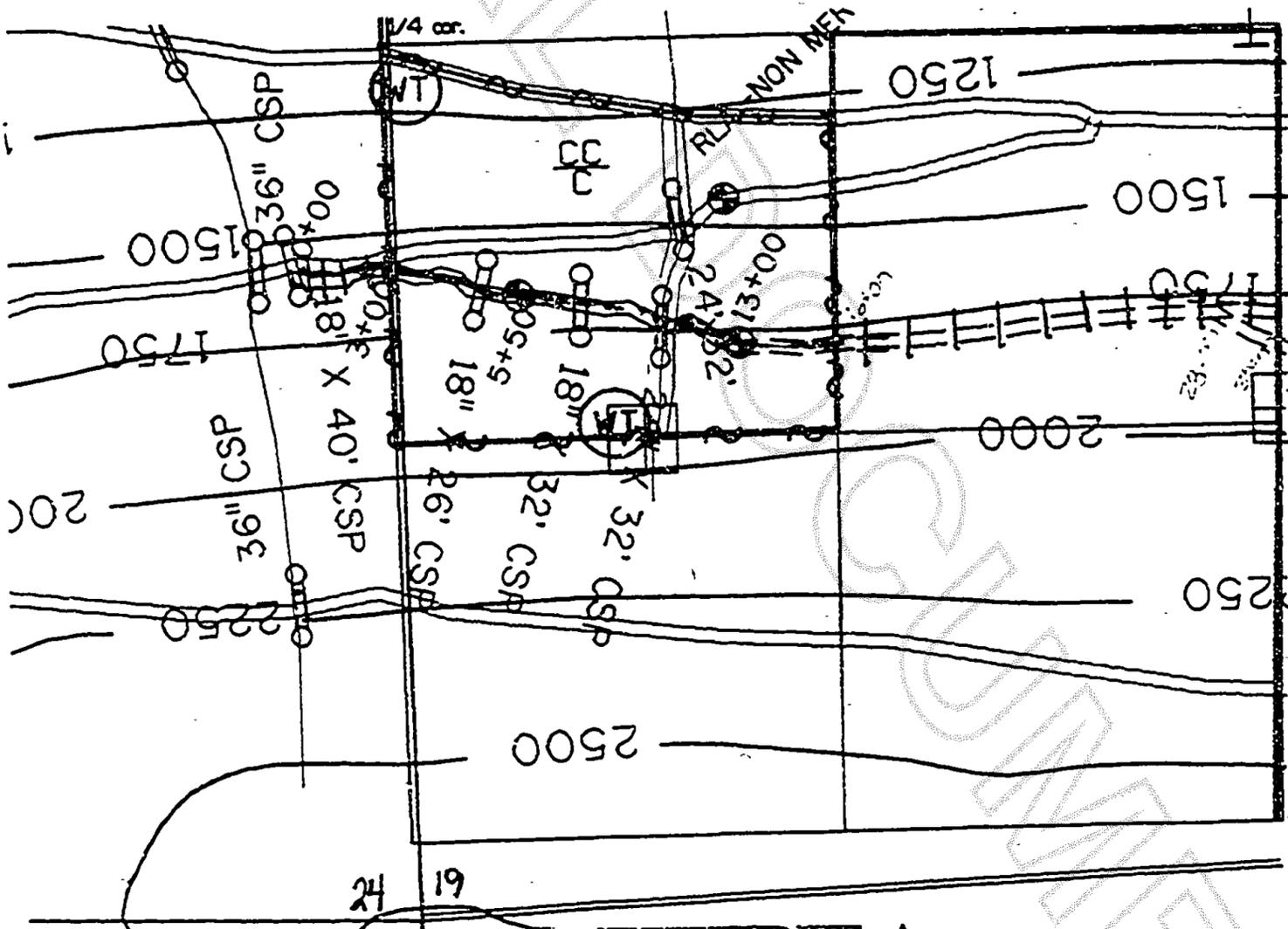


EXHIBIT A

Existing forest road 

Existing forest road with 60' wide non-exclusive easement (SECOND PARTY Easement Area) 

31CA-639

JOHN HANCOCK LIFE INSURANCE CO.

EXHIBIT MAP

COUNTY: Skagit

LEGAL DESCR.: NW1/4 SW1/4 19(35N - 7E)

MAP DATE: January 14, 1997

Scale: 1" = 1,000'

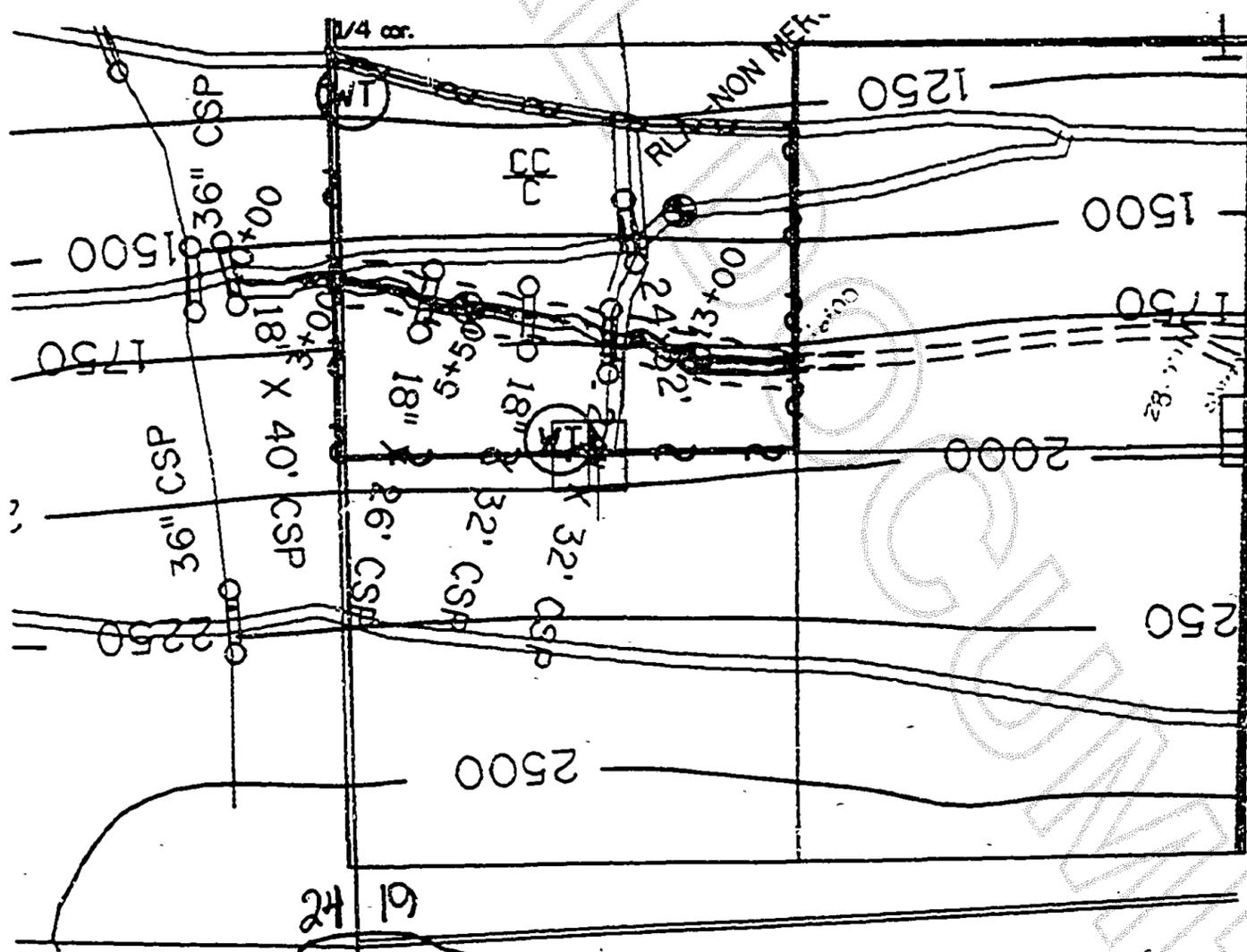
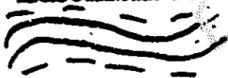


EXHIBIT B

Existing forestry road 

Existing forestry road with 60' non-exclusive easement (FIRST PARTY Easement Area) 

Easement - Page 9

9704280077

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b. Minimum amounts of insurance shall be:

- (1) For log haulers, and other miscellaneous users operating heavy truck (over one (1) ton), -
 - (a) Two Hundred Fifty Thousand Dollars (\$250,000) for injury to one person,
 - (b) Five Hundred Thousand Dollars (\$500,000) for any one occurrence, and
 - (c) Two Hundred Fifty Thousand Dollars (\$250,000) 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 -
 - (a) One Hundred Thousand Dollars (\$100,000) for injury to one person,
 - (b) Three Hundred Thousand Dollars (\$300,000) for any one occurrence, and
 - (c) One Hundred Thousand Dollars (\$100,000) property damage for any one occurrence; or
- (3) Such other limits as the parties hereto may agree upon in writing from time to time.

c. Deliver to each party hereto a certificate from the insurer of said party or 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 hereto ten (10) days written notice prior to any cancellation or modification.

10. Neither Party may assign its rights and obligations under this Reciprocal Easement without the prior written consent of the other party; and any such permitted assignment shall provide that the assignee will assume all obligations of the assigning party from and after the effective date thereof. Consent to assign shall not be unreasonably withheld upon transfer of title of lands owned by the parties hereto.