

include the additional lands traversed; if any lands described herein are not traversed by the road as constructed, the Grantee shall execute a termination as to the affected portions of the road in a statement of recordable form, evidencing termination.

II.

The parties hereto hereby agree that the rights hereinbefore granted shall be subject to the following terms and conditions; which terms and conditions shall also apply to any successors and assigns of the parties hereto:

1. The easements are conveyed for the purposes of reconstruction, use and maintenance of said existing roads for the purpose of providing access to and from lands and resources now owned or hereafter acquired by the parties hereto.
2. The parties hereto agree that in the event any one of the parties hereto subdivides its lands, or develops them for future uses associated with recreational or residential activities, that the road or roads serving said subdivisions or developments shall be relocated as necessary to provide a transportation route between the developed lands and the nearest County or State road that represents routing commensurate with good land use transportation planning, all land uses considered. Construction or reconstruction costs shall be the account of the developing party. The parties hereto also agree that in such event, the relocated road shall be constructed or reconstructed to the then prevailing County standard. If all parties agree to dedicate the road to the County, then upon acceptance of the road or roads by the County, the parties will promptly furnish the County with an acceptable easement deed for public road purposes. In such event, the road or roads herein included that are replaced by such relocated facility shall be abandoned unless they are needed for continued use as contemplated in this Agreement. In the event of abandonment, each party hereto shall furnish the other with recordable certificates of abandonment, covering the specific road or road segment.
3. Each party hereto reserves for itself the right at all times and for any purpose to go upon, cross and recross at any place on grade or otherwise said rights of way on lands owned by it and to use said rights of way in a manner that will not unreasonably interfere with the rights granted to the other parties hereunder.
4. Each party hereto may, on the lands across which it has granted rights herein, grant to others, upon such terms as it chooses, any or all of the rights reserved by it herein; provided, that said grant shall be subject to the terms and conditions of this agreement and that use thereby shall not unreasonably interfere with the rights granted to the other parties hereunder.
5. Each party hereto may permit its respective 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; provided, that when a party hereto or one of its Permittees plans to use any portion of said roads for the purpose of hauling timber or other valuable materials, such party shall notify the other parties hereto 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 of the approximate volumes of forest products or valuable materials to be hauled and forthwith upon the completion of such use, notify the other parties thereof.
6. The cost of road maintenance and resurfacing shall be allocated on the basis of respective uses of said roads. Each road user 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 by only one user, such user shall maintain that portion of said road to the standards existing at the time use is commenced. During periods when more than one user 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 other 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 user using said road or 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, road maintenance is defined as that 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. Each user of any road or portion thereof 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 the shares of replacement cost to be borne by each user of said road.
- 8. In the event that road relocation is deemed necessary and desirable, the Grantor shall amend the easement to include additional lands traversed, and the Grantees shall execute a termination of the easement location which is to be abandoned.
- 9. 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.
- 10. Each party hereto reserves to itself all timber now on or hereafter growing within the rights of way on its lands.
- 11. Each party hereto shall require each of its Permittees, before using any of said roads on the lands of the other party hereto for commercial purposes 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 \$250,000 for injury or death of one person, \$500,000 for injury or death of two or more persons in any one occurrence, and \$500,000 for damage to or destruction of property; provided that other limits may be set upon mutual agreement in writing of the parties hereto; and
 - (b) deliver to each party hereto a certificate from the insurer of said Permittee certifying that coverage in not less than the above named amounts, or such other amounts as may have been agreed upon, is in force together with endorsements thereto naming Burlington, Boise and Norcliffe as additional insureds and that in the event of cancellation or modification of such coverage, the insurer will give each party hereto 10 days written notice prior to any cancellation or modification.
- 12. Burlington will assume all risk of and indemnify and hold harmless, and at its expense, defend Boise and Norcliffe from and against, any claims, loss, cost, legal actions, liability or expense on account of personal injury to or death of any persons whomsoever, including but not limited to employees of Boise and Norcliffe or damage to or destruction of property to whomsoever belonging, including but not limited to property of Boise and Norcliffe resulting partly or wholly, directly or indirectly, from Burlington'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 Boise and Norcliffe.

Boise will assume all risk of and indemnify and hold harmless, and at its expense, defend Burlington and Norcliffe from and against, any claims, loss, cost, legal actions, liability or expense on account of personal injury to or death of any persons whomsoever, including but not limited to employees of Burlington and Norcliffe or damage to or destruction of property to whomsoever belonging, including but not limited to property of Burlington and Norcliffe resulting partly or wholly, directly or indirectly, from Boise'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 Burlington and Norcliffe.

Norcliffe will assume all risk of and indemnify and hold harmless, and at its expense, defend Burlington and Boise from and against, any claims, loss, cost, legal actions, liability or expense on account of personal injury to or death of any persons whomsoever, including but not limited to employees of Burlington and Boise or damage to or destruction of property to whomsoever belonging, including but not limited to property of Burlington and Boise resulting partly or wholly, directly or indirectly, from Norcliffe'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 Burlington and Boise.

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

BURLINGTON NORTHERN INC.

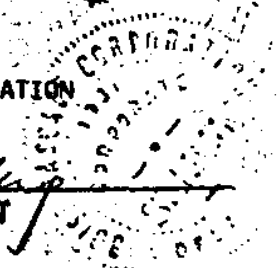
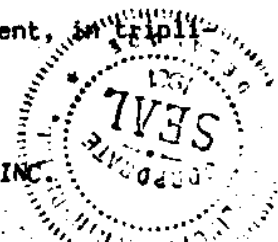
By Ch. Burger
Title: PRESIDENT RESOURCES DIVISION

BOISE CASCADE CORPORATION

By Carl E. Miller
Title: VICE PRESIDENT

NORCLIFFE COMPANY

By Alvin Sandberg
Title:

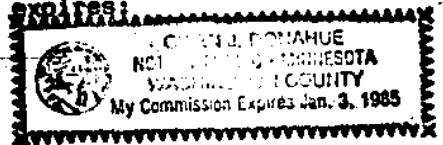


STATE OF MINNESOTA)
 : ss
COUNTY OF RAMSEY)

On this 13th day of November, 1978, before me personally appeared Carl R. Wiley, to me known to be the PRESIDENT RESOURCES DIVISION of BURLINGTON NORTHERN INC., one of the corporations which executed the within and foregoing instrument, and acknowledged the 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 he was 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 written.

Oliver J. Donahue
Notary Public for Minnesota
Residing at _____
My commission expires: _____



STATE OF IDAHO)
 : ss
COUNTY OF ADA)

On this 31st day of October, 1978, before me personally appeared Carl R. Wiley, to me known to be the VICE PRESIDENT of BOISE CASCADE CORPORATION, one of the corporations which executed the within and foregoing instrument, and acknowledged the 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 he was 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 written.

Edgar M. Sedgwick
Notary Public for Idaho
Residing at Boise, Idaho
My commission expires: 3-1-81



STATE OF WASHINGTON)
 : ss
COUNTY OF KING)

On this 19th day of September, 1978, before me personally appeared Dixon Sandberg, to me known to be the Vice-President of NORCLIFFE COMPANY, one of the corporations which executed the within and foregoing instrument, and acknowledged the 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 he was 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 written.

Mary Hurd
Notary Public for Washington
Residing at Seattle
My commission expires: Feb. 1, 1979



15E. 16E.

21N.
20N.

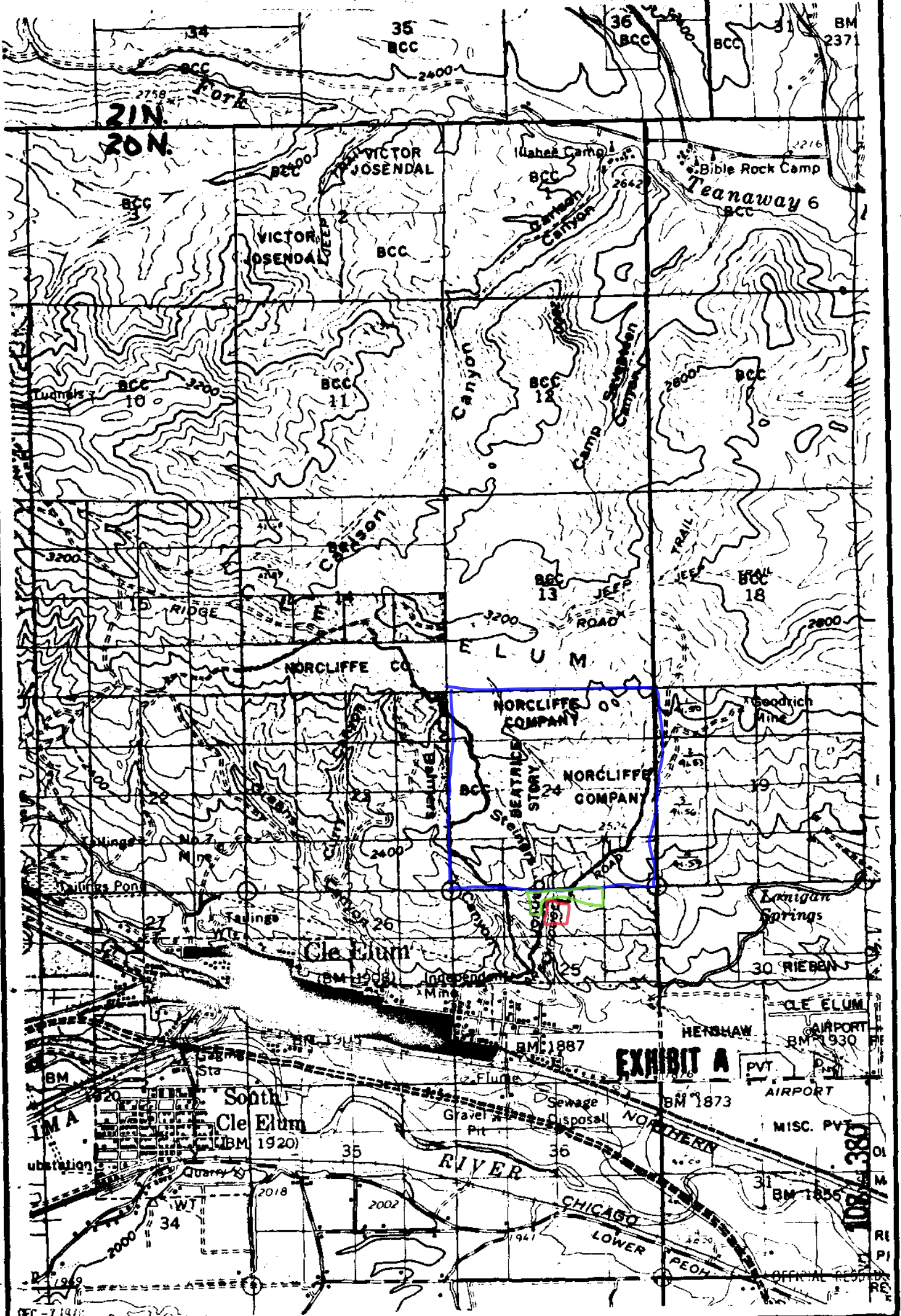


EXHIBIT A

EXHIBIT "B"

ROAD USE AGREEMENT AND EASEMENT EXCHANGE

NORCLIFFE - BURLINGTON NORTHERN - BOISE CASCADE CORPORATION

Dated: _____

Burlington to Boise and Norcliffe (shown in red on Exhibit A)

<u>Road Name</u>	<u>Section</u>	<u>Township</u>	<u>Range</u>	<u>Subdivision</u>
Greenhouse Road	23	20N	15E	NE $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$
Greenhouse Road	24	20N	15E	SW $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$
Goodrich Road	24	20N	15E	SE $\frac{1}{4}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$
Greenhouse Road	25	20N	15E	NE $\frac{1}{4}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$
Goodrich Road	25	20N	15E	NW $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$

Burlington to Norcliffe (shown in yellow on Exhibit A)

<u>Road Name</u>	<u>Section</u>	<u>Township</u>	<u>Range</u>	<u>Subdivision</u>
----	3	20N	13E	SW $\frac{1}{4}$ NW $\frac{1}{4}$
----	14	20N	15E	NW $\frac{1}{4}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$
----	24	20N	15E	SW $\frac{1}{4}$ SE $\frac{1}{4}$

Boise to Burlington and Norcliffe (shown in blue on Exhibit A)

<u>Road Name</u>	<u>Section</u>	<u>Township</u>	<u>Range</u>	<u>Subdivision</u>
Greenhouse Road	24	20N	15E	SW $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$

Norcliffe to Burlington and Boise (shown in green on Exhibit A)

<u>Road Name</u>	<u>Section</u>	<u>Township</u>	<u>Range</u>	<u>Subdivision</u>
Greenhouse Road	14	20N	15E	SE $\frac{1}{4}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$
Greenhouse Road	24	20N	15E	NW $\frac{1}{4}$ NW $\frac{1}{4}$
Goodrich Road	24	20N	15E	SE $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$

Norcliffe to Burlington (shown in orange on Exhibit A)

<u>Road Name</u>	<u>Section</u>	<u>Township</u>	<u>Range</u>	<u>Subdivision</u>
----	14	20N	15E	S $\frac{1}{2}$ SW $\frac{1}{4}$