

EASEMENT

THIS AGREEMENT, made and entered into this 3rd day of January, 1977, by and between ELIZABETH BOND STARKER, a widow, herein called "STARKER," and STATE OF WASHINGTON, acting by and through the Department of Natural Resources, herein called "State," WITNESSETH:

I

A. Starker for and in consideration of Eleven Thousand Seven Hundred Seventy Six and No/100 Dollars (\$11,776.00) and the grant hereinafter made by State, hereby grants and conveys to State, its successors and assigns, a permanent easement assignable in whole or in part upon, over, and along rights of way sixty (60) feet in width, over and across the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 16, Township 2 North, Range 7 East, W.M., in Skamania County, Washington, being thirty (30) feet on each side of the centerline (s) of a road or roads located approximately as shown in red on the attached "Exhibit A."

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

B. State, for and in consideration of the grant hereinabove made, hereby grants and conveys to Starker, its successors and assigns, a permanent easement assignable in whole or in part upon, over, and along rights of way sixty (60) feet in width over and across the E $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 16, Township 2 North, Range 7 East, W.M., in Skamania County, Washington, being thirty (30) feet on each side of the centerline(s) of a road or roads located approximately as shown in green on the attached "Exhibit A."

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

II

The parties hereto hereby agree that the rights hereinabove granted by one party hereto to the other shall be subject to the following terms and conditions:

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

Provided, however, thirty (30) days prior to any construction, reconstruction, or development on State lands, Starker shall submit, for written approval, to the Area Manager at Castle Rock, Washington, a complete and detailed Plan of Operations for development of the right of way. Also, provided that, thirty (30) days prior to any construction, reconstruction, or development on Starker lands, the State shall submit, for written approval, to Elizabeth Bond Starker at Corvallis, Oregon, a complete and detailed Plan of Operations for development of the right of way. Each parties' operations, specified herein shall be conducted in accordance with the provisions of the approved Plan of Operations in force at the time of the commencement of said operations. Said parties shall provide the other party the right of examination on the right of way before any construction, reconstruction, or development is commenced.

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 on its own lands, and to use said rights of way in a manner that will not unreasonably interfere with the rights granted herein.

3. Each party hereto may grant to third parties, upon such terms as it chooses, on its own lands, 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 herein.



No. 4486
TRANSACTION EXCISE TAX

JAN 25 1977
Amount Paid \$11,776.00
Skamania County Treasurer
By *[Signature]*

4. Each party hereto may permit its respective agents, 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 roads for the 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 of 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.

5. 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 purposes of this agreement, maintenance is defined as the work so fully necessary to preserve and keep the roadway, road structure and road facilities as nearly as possible in their present condition or as hereafter improved.

6. Each party using any portion of a 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 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.

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

8. Each party hereto reserves to itself all timber now on or hereafter growing within the rights of way on its said lands.

9. 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:

(1) For log haulers, and other miscellaneous users operating heavy trucks (over one (1) ton), One Hundred Thousand Dollars (\$100,000.00) for injury to one person, Three Hundred Thousand Dollars (\$300,000.00) for any one occurrence, and One Hundred Thousand Dollars (\$100,000.00) 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, Twenty-five Thousand Dollars (\$25,000.00) for

injury to one person, Fifty Thousand Dollars (\$50,000.00) for any one occurrence, and Five Thousand Dollars (\$5,000.00) property damage for any one occurrence; or

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

(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 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.

III

NOW THEREFORE:

1. State shall make arrangements to pay to K. W. Peterson, licensee of Starker, the sum of \$11,776.00, in addition to the rights granted to Starker by State, for the rights granted to State by Starker in the easement. It is the intention of State in the management of State's lands in the easement area, to make available for purchase as soon as it is practical and in accordance with R.C.W. 79.01.184, that timber which is mature and ready for harvest so that the obligation incurred by State hereunder may be extinguished within a period of five (5) years from the date hereof.

2. In the event that K. W. Peterson is the successful purchaser of a State timber sale in said area, payment at the same rate as would have been paid by any other purchaser shall be credited and included as payment on the total State obligation.

3. State may accelerate the payment of the unpaid balance of the total sum set forth in Paragraph 1 with appropriated or other funds if such become available.

4. When K. W. Peterson has received the sum of \$11,776.00, no further payment shall be required of purchasers of State timber, or other valuable materials, pursuant to this Agreement and State shall thereafter have free use of said road system, except for pro rata share of maintenance, replacement and improvement as set forth in Part II.

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

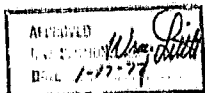
ELIZABETH BOND STARKER

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

By Bert L. Cole
BERT L. COLE
Commissioner of Public Lands

Affix Seal of Commissioner
of Public Lands

Easement No. 1199
gmm



STATE OF OREGON)
County of Benton) ss

On this day personally appeared before me Elizabeth Bond Starker, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged the same as her free and voluntary act and conveyance for the uses and purposes therein mentioned.



Given under my hand and official seal this 3rd day of January.

Joy A. Madsen
Notary Public in and for the State of
~~Washington~~, residing at Corvallis
Oregon My Comm. exp 9-28-77

STATE OF WASHINGTON)
COUNTY OF THURSTON) ss

On this 19th day of January, 1977, before me personally appeared BERT L. COLE, to me known to be the Commissioner of Public Lands, and ex officio administrator of the Department of Natural Resources of the State of Washington, the Department that executed the within and foregoing instrument on behalf of the State of Washington, and acknowledged said instrument to be the free and voluntary act and deed of the State of Washington 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 official seal of the Commissioner of Public Lands for the State of Washington.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year set forth above.



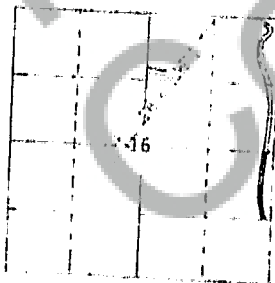
Diane F. Cole
Notary Public in and for the State of
Washington, residing at Olympia.

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
BERT L. COLE, Commissioner of Public Lands

County SKAMANIA

District SOUTHWEST

TOWNSHIP 2 NORTH, RANGE 7 E. W.M.

State to Starker
Starker to State
Starker to Stroug

SCALE: 2"=1 mile

Drawn By: AB

Date: 9-2-76

EXHIBIT 'A'