

77016

WITNESSETH

THIS AGREEMENT, made and entered into this 12th day of October, 1973, by and between J. M. Swenberg and Ellen L. Swenberg, husband and wife, and G. L. Swenberg and Ruby P. Swenberg, husband and wife, doing business as Swenberg Brothers, a partnership, and Columbia Vista, a Washington corporation, herein called "Joint Owners," and STATE OF WASHINGTON, acting by and through the Department of Natural Resources, herein called "State," WITNESSETH:

I

A. Joint Owners for and in consideration of 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 SE $\frac{1}{4}$, SW $\frac{1}{4}$, Lots 3 and 4 and the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 33, Township 3 North, Range 7 East, W.M., in Skamania County, Washington, being thirty (30) feet on each side of the center line(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 Joint Owners, 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 Lots 5 and 8 (SE $\frac{1}{4}$, NW $\frac{1}{4}$) Section 4, Township 2 North, Range 7 East, W.M., and the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 34, Township 3 North, Range 7 East, W.M., in Skamania County, Washington, being thirty (30) feet on each side of the center line(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 purposes of construction, reconstruction, use and maintenance of a road or roads for the purpose of providing access to and from lands now owned or hereafter acquired by the parties hereto, for any and all purposes including but not limited to use by the general public, under such rules, regulations, and limitations as may be established by agreement by the parties.

2. Each party hereto reserves for itself, its successors and assigns, the right at all times for any purpose, to cross and recreate at any place on grade or otherwise, 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, 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.

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 "Permittees" 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 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.

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, 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, brush 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.

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

Approved as to Form Only
13 day of Dec 1973

SLADE GORTON

Douglas McLeod

J. H. Swanberg
J. H. SWANBERG

Elva L. Swanberg
ELVA L. SWANBERG

R. L. Swanberg
R. L. SWANBERG

Ruby P. Swanberg
RUBY P. SWANBERG

COLUMBIA VISTA CORPORATION

By Edward O. Bolds Jr. V. Pres.
Title

Attest A. W. Foster 844 Ingr.
Title

Affix Seal of Corporation

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. 745
db

STATE OF Washington)
County of EXETER) ss

No. 2592
TRANSACTION EXCISE TAX

JAN 17 1974
Amount Paid Amount
Skamania County Treasurer

By J. H. Swanberg and Elva L. Swanberg,
R. L. Swanberg and Ruby P. Swanberg,

On this day personally appeared before me Edward O. Bolds and A. W. Foster, to me known to be the individual s described in and who executed the within and foregoing instrument and acknowledged the same as their free and voluntary act and conveyance for the uses and purposes therein mentioned.

Given under my hand and official seal this 12th day of October, 1973.

Mary E. Hetherly
Notary Public in and for the State of
Washington, residing at Canon

STATE OF WASHINGTON)

County of Clark) ss

On this 24th day of October, 1913, before me personally appeared Edward C. Bolds, Jr., to me known to be the A. W. Foster and Office Mgr. the Vice President respectively, of COLUMBIA VISTA CORPORATION

the corporation that executed the within and 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 on oath stated that they were 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 E. Neuberger
Notary Public in and for the State of
Washington, residing at Canas.

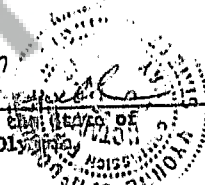
STATE OF WASHINGTON)

COUNTY OF THURSTON) ss

On this 27th day of December, 1913, before me personally appeared BERT L. COLE, to me known to be the Commissioner of Public Lands, and an official 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.

Myron J. McLaughlin
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

Application No. EASEMENT No. 745

County SKAMANIA

Name of Sale _____

District SOUTHWEST

TOWNSHIP 3 NORTH, RANGE 7 (E) (S) W.M.

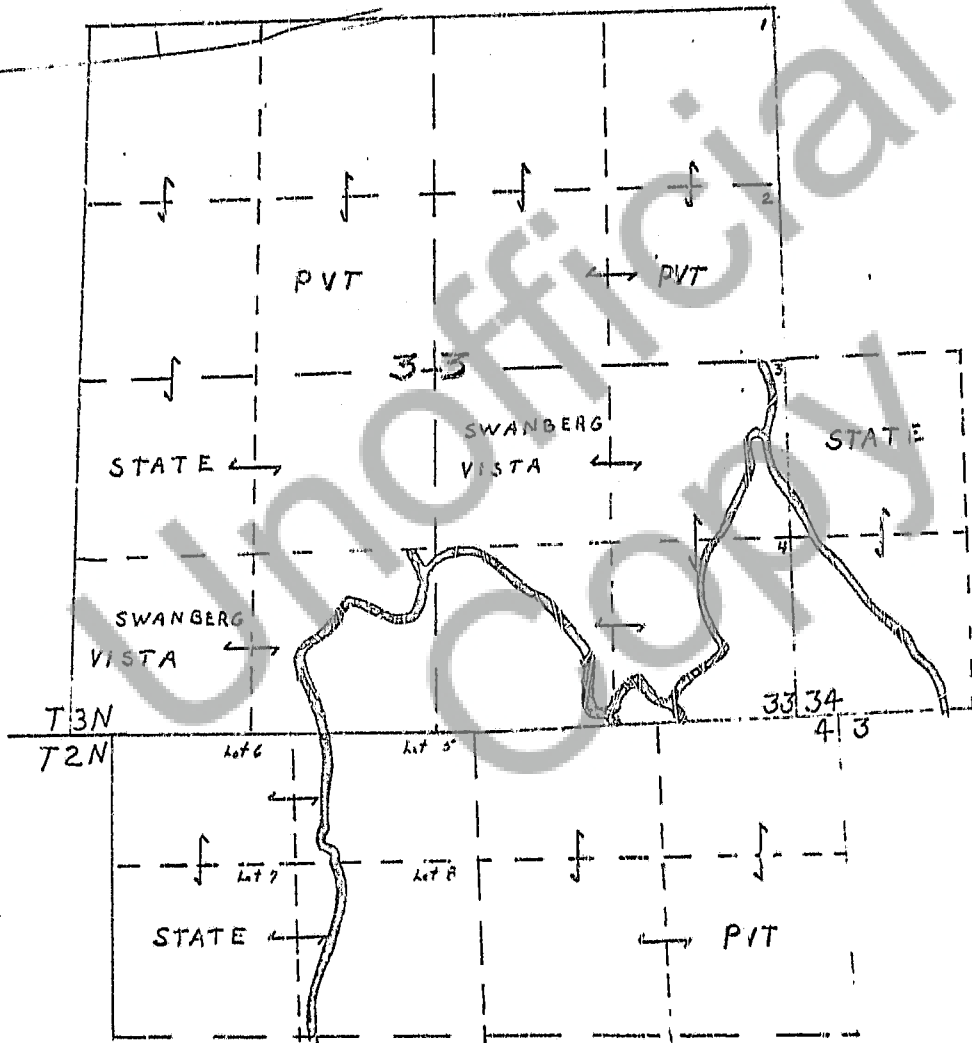


EXHIBIT 'A'

SCALE: 1" = 1000'

LEGEND

Drawn By: DCM

Date: 5-4-73