

EASEMENT

THIS AGREEMENT, made and entered into this 31 day of February, 1980 by and between BROUGHTON LUMBER CO., a Washington Corporation, herein called "Broughton", and S.D.S. CO., a partnership, herein called "S.D.S.", WITNESSETH:

I

A. Broughton for and in consideration of the grant hereinafter made by S.D.S. hereby grants and conveys to S.D.S., its successors and assigns, a permanent easement upon, over, and along rights of way thirty (30) feet in width, over and across the SE $\frac{1}{4}$ SW $\frac{1}{4}$; S $\frac{1}{2}$ S $\frac{1}{2}$ SE $\frac{1}{4}$; and the NE $\frac{1}{4}$ SE $\frac{1}{4}$ Section 1, Township 3N, Range 9E, W.M.; the NE $\frac{1}{4}$ NE $\frac{1}{4}$; the North South centerline Section 12, Township 3N, Range 9E, W.M.; the NW $\frac{1}{4}$; NW $\frac{1}{4}$ SW $\frac{1}{4}$ Section 13, and NE $\frac{1}{4}$ SE $\frac{1}{4}$ Section 14, all in Township 3N, Range 9E, W.M.; and the W $\frac{1}{2}$ NW $\frac{1}{4}$ Section 7, Township 3N, Range 10E, W.M., in Skamania County, Washington, being fifteen (15) feet on each side of the centerline 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. S.D.S., for and in consideration of the grant hereinabove made, hereby grants and conveys to Broughton, its successors and assigns, a permanent easement upon, over, and along rights of way thirty (30) feet in width over and across the SE $\frac{1}{4}$ NE $\frac{1}{4}$ Section 12, Township 3N, Range 9E, W.M.; and the NW $\frac{1}{4}$ SW $\frac{1}{4}$ Section 6, Township 3N, Range 13E, W.M., in Skamania County, Washington being fifteen (15) feet on each side of the centerline 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 reconstruction, and/or betterment of said road by either party on lands of the other party, the initiating party will submit to the landowner, party a written request for joint review of the proposed project, upon completion of which the initiating party will submit a complete and detailed plan of operations. Each party's operations, specified herein shall be conducted in accordance with the provisions of the approved plan of operations. Said parties shall provide the other party the right of examination of 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.

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 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.



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

BROUGHTON LUMBER CO.



By Doyle L. VanDeventer
Doyle L. VanDeventer, Title
General Manager

Attest Karl E. Karlsson
Karl E. Karlsson, Title
Forester

Affix Seal of Corporation

7387

No. _____ SDS CO.
TRANSACTION EXCISE TAX

MAR 11 1980
Amount Paid Eight
Skamania County Treasurer
By Bruce R. Stevenson

By Bruce R. Stevenson
Bruce R. Stevenson, Title
Partner

STATE OF WASHINGTON)
County of Skamania) SS

On this 21 day of February, 1980, before me personally appeared Doyle L. Van Deventer and Karl E. Karlsson, to me known to be the General Manager and Forester, respectively of Broughton Lumber Company, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be 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.

Doris J. Morawetz
Notary Public in and for the State
of Washington, residing at Underwood,
Wa.

STATE OF WASHINGTON)
County of Klickitat) SS

On this day personally appeared before me B. R. Stevenson, to me known to be a duly authorized partner of SDS Co., a partnership, described in and who executed the within and foregoing instrument and acknowledge that he signed the same as the free and voluntary act and deed of said partnership for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 21st day of February, 1980.

Charles L. Morawetz
Notary Public for State of Washington
Residing at White Salmon

