

EASEMENT

THIS EASEMENT, dated this 6th day of February, 198<sup>1</sup>,  
from BOISE CASCADE CORPORATION, a Delaware corporation herein-  
after "Grantor", to THE WASHINGTON STATE DEPARTMENT OF NATURAL  
RESOURCES (hereinafter "Grantee");

## W I T N E S S E T H:

Grantor, for and in consideration of the sum of \$500.00 and  
other good and valuable consideration, does hereby grant to  
Grantee, a nonexclusive easement, ("Easement"), over lands in  
the County of Skamania, State of Washington, as more particularly  
described on Exhibit A, attached hereto and by this reference  
made a part hereof. This Easement is subject to all existing  
easements and to all claims, liens, encumbrances, reservations  
and restrictions of record.

1. This Easement is made subject to the following terms,  
provisions and conditions applicable to Grantee, its successors  
and assigns:

(a) Except as herein limited, Grantee shall have the  
right to maintain a water intake tank and water pipeline facility  
and the right to use the road adjacent to the Easement. Grantee  
may use the Easement only for the use, maintenance and repair of  
the water intake tank and water pipeline facility. The water  
intake tank and water pipeline facility shall remain the property  
of Grantee. Grantee shall maintain such facilities in good



Registered ☒  
Indexed ☒  
Serialized ☒  
Filed ☒

No. 8065  
TRANSACTION EXCISE TAX

MAR 6 1981  
Amount Paid 5.00

Skamania County Treasurer  
By W. H. H. H. H. H.

repair. Grantee shall use the water facilities in such a manner that the use does not interfere with the use, occupancy and enjoyment of Grantor's lands.

Grantee shall have, during the term of this Easement, a personal right and license, subject to superior rights in the Grantor and its assigns, to draw water from the water supply located within the easement. Grantor does not warrant to Grantee that Grantor has any rights in the waters located within the Easement.

(b) The term of this Easement shall be for such period as Grantee shall continually use its Washougal Camp.

(c) Insofar as the Grantee may be authorized to do so from time to time under the laws of the State of Washington, Grantee will protect, save and hold harmless Grantor from all claims, costs, damages or expense arising out of the negligence of the Grantee. In the case of negligence of both Grantor and Grantee, any damages allowed shall be levied in proportion to the percentage attributable to each party.

(d) Grantee may permit third parties to exercise the rights of Grantee under this agreement to the extent such use by third parties is consistent with and limited to the purposes for which this Easement has been granted and provided that such third party shall comply with all terms and conditions of this Easement. Grantee shall be responsible for all acts and omissions of its permittees as if such acts and omissions were the acts and omissions of Grantee.

2. This Easement is granted subject to the following reservations by Grantor, for itself, its permittees, contractors, assigns and successors in interest:

(a) The right, without cost to cross and recross the Easement at any place by any reasonable means and to use the Easement for any other purpose deemed necessary or desirable by Grantor including, without limitation, to use the Easement in connection with the protection, administration, management, and utilization of Grantor's lands or resources, now or hereafter owned or controlled by it. Grantor may assign all or any part of its rights herein to third parties or permit third parties to exercise the rights of Grantor herein.

(b) The right to all timber now or hereafter located or growing upon the Easement, subject to Grantee's right to cut such timber.

Grantee shall have the right, subject to the prior approval of Grantor, to cut timber upon the Easement to the extent necessary for constructing, reconstructing, and maintaining Grantee's water intake tank and water pipeline facility. Timber so cut, unless otherwise agreed to, shall be cut into logs of lengths specified by Grantor and decked along the Easement for disposal by Grantor.

(c) Grantor's failure to exercise any of its rights under this Easement shall not be deemed a waiver of such rights and in the event of subsequent or continuing defaults by Grantee, Grantor shall have the right to exercise any of its rights herein.

(d) If Grantee shall breach any of the conditions contained in this Easement, and if such breach is continued for a period of thirty (30) days after written notice thereof given to Grantee by Grantor or if Grantee shall at any time thereafter fail to use the Easement for the purposes stated herein for a period of two years, then Grantor may elect in its sole discretion to terminate this Easement which termination shall be effective upon Grantor's filing in the public records, a notice of termination of this Easement, and to pursue such other remedies as are provided by law.

(e) This Agreement is not a transfer of water rights and in the event any of the terms hereof are construed to be contrary to law, rule or regulation or in such a manner that repair or maintenance of the water facilities jeopardizes the existence of any of Grantor's water rights, shall be severed from this Agreement and rendered null and void.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the day and year first hereinabove written.

GRANTOR  
BOISE CASCADE CORPORATION

BY [Signature]

Vice President

ATTEST:

BY [Signature]

Assistant Secretary

GRANTEE

STATE OF WASHINGTON

Approved February 24, 1981

Commissioner of Public Lands

Title \_\_\_\_\_

APPROVED	<u>[Signature]</u>
FILED	<u>2/24/81</u>
DATE	<u>2/24/81</u>

STATE OF IDAHO )  
COUNTY OF ADA ) ss.

On this 6th day of February, 19 81, before me, the undersigned, a notary public in and for said state, personally appeared J. R. Forrest and T. H. Ganser, known to me to be the Sr. Vice President and Assistant Secretary, respectively, of the corporation that executed the above instrument on behalf of said corporation and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Wanda A. Jeld  
Notary Public for Idaho  
Residing at: Boise, Idaho

STATE OF WASHINGTON )  
COUNTY OF \_\_\_\_\_ ) ss.

On this day personally appeared before me \_\_\_\_\_ to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that \_\_\_\_\_ signed the same as \_\_\_\_\_ free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

Notary Public for the State  
of Washington



52125

BOOK PAGE 448

STATE OF WASHINGTON }  
COUNTY OF THURSTON }

On this 24th day of January, 1981, before me personally appeared BRIAN J. HOYLE, 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.

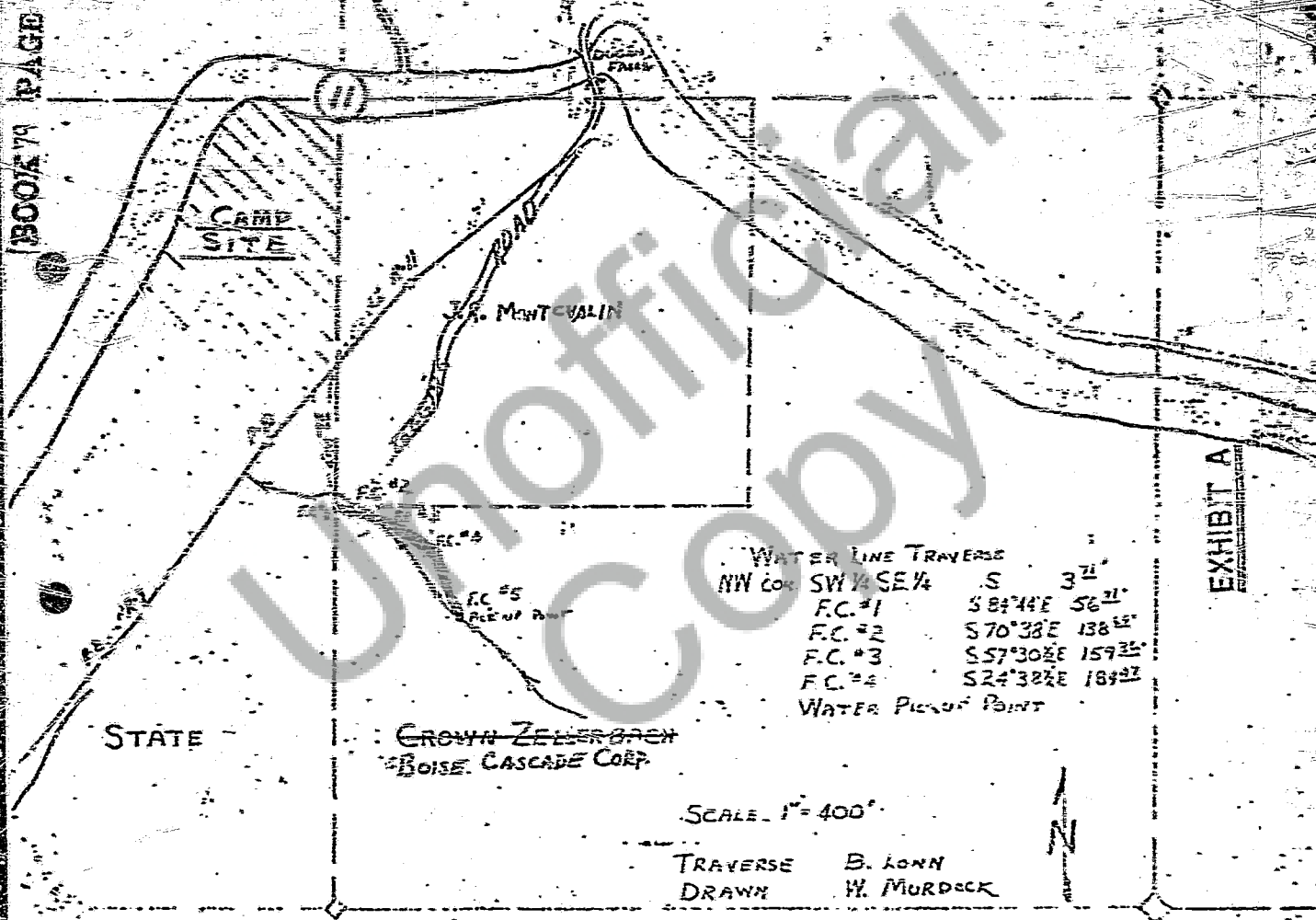


Brian J. Kraus  
Notary Public in and for the State of Washington, residing at Olympia.

STATE OF WASHINGTON )  
COUNTY OF SHAMANA ) ss.  
I HEREBY CERTIFY THAT THE WITHIN  
INSTRUMENT OF WRITING FILED BY  
State of Washington  
OF Olympia wa  
AT 5:31 PM March 19 81  
WAS FILED IN BOOK 79  
OF Deeds AT PAGE 448  
RECORDS OF SHAMANA COUNTY WASH  
D. J. Messenger  
COUNTY CLERK  
E. Meyer DEPUTY

BOOK 79 PAGE 499

WASHOUGAL HUNTER CAMP WATER LINE  
SW 1/4 SE 1/4 SEC. 11, T. 2 N, R. 5 E. W.M.



WATER LINE TRAVERSE

NN COR SW 1/4 SE 1/4	S	3 1/2"
F.C. #1	S 81° 44' E	56 21"
F.C. #2	S 70° 38' E	138 12"
F.C. #3	S 57° 30' E	159 25"
F.C. #4	S 24° 32' E	184 27"

WATER PICKUP POINT

SCALE 1" = 400'

TRAVERSE B. LONN  
DRAWN W. MURDECK

EXHIBIT A