

83005

## EASEMENT

THIS AGREEMENT, made and entered into this 17TH day of SEPTEMBER, 1974, by and between RICHARD G. BLOOMQUIST, an unmarried man, herein called "Bloomquist," and STATE OF WASHINGTON, acting by and through the Department of Natural Resources, herein called "State," WITNESSETH:

## I

A. Bloomquist 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 lands in Skamania County, Washington, described on the attached "Exhibit A," 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 B."

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 Bloomquist, 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 lands in Clark and Skamania Counties, Washington, described on the attached "Exhibit A," 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 "Exhibits B and C."

Subject as to said lands to all matters of public record including, but not limited to, that certain easement from Lu A. Salmon to State, dated March 12, 1974, as recorded in Volume 68 of Deeds on Pages 561 and 562, Records of Skamania County, Washington, under Auditor's File No. 78924.

## 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 constructing and/or maintaining a road or roads to provide access to and from lands presently owned or hereinafter acquired by the parties hereto, for land management and administration activities, including but not limited to valuable material removal operations.

Provided that the right of way shown on "Exhibit C" is conveyed additionally for any and all purposes.

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, 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, 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 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 said 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.

No. 4262  
TRANSACTION CHARGE FEE

Amount Paid 141976

Skamania County Treasurer  
By Kimberly J. Dilling Dep

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 and reproduction now on or hereafter growing within the rights of way on its said lands.

Provided, however, thirty (30) days prior to any reconstruction and/or betterment of said roads by either party on lands of the other party, the initiating party will submit to the landowning party a written request for joint review of the proposed project, and upon agreement as to method of disposal, log length, decking, and value of such material, the initiating party will submit a complete and detailed plan of operations. Said project will be conducted in accordance with the provisions of the approved plan of operations and with the Federal, State and/or local rules and regulations, governing such operations, in force at the time the project is commenced.

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

*Richard G. Bloomquist*  
RICHARD G. BLOOMQUIST

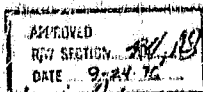


STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

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

Affix Seal of Commissioner  
of Public Lands

Enclosure No. 743  
App. No. 38341  
ds



STATE OF Washington )  
County of Clark ) ss

On this day personally appeared before me Richard S. Bloomquist, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged the same to be his free and voluntary act and conveyance for the uses and purposes therein mentioned.

Given under my hand and official seal this 17th day of September, 19 76.



Richard S. Bloomquist  
Notary Public in and for the State of Washington, residing at Vancouver

STATE OF WASHINGTON )  
COUNTY OF THURSTON ) ss

On this 17th day of October, 19 76, 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, I saw 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.



William F. Thompson  
Notary Public in and for the State of Washington, residing at Olympia

EXHIBIT ABloomquist Land

<u>Subdivisions</u>	<u>Section</u>	<u>Township</u>	<u>Range</u>
Skamania County			
SW $\frac{1}{4}$	4	2N	7E, W.M.

State Land

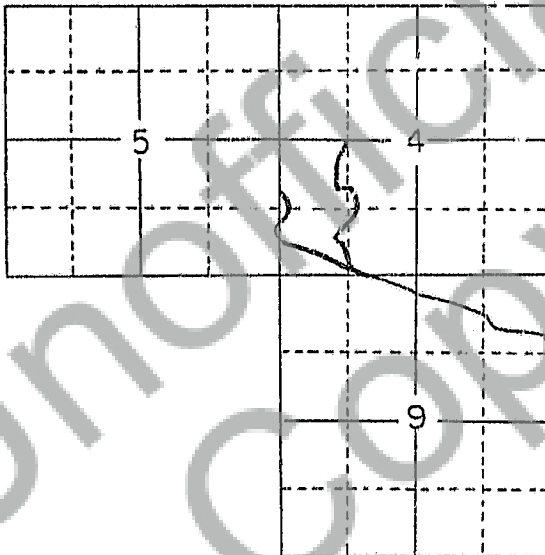
<u>Subdivisions</u>	<u>Section</u>	<u>Township</u>	<u>Range</u>
Skamania County			
SE $\frac{1}{4}$ SE $\frac{1}{4}$	5	2N	7E, W.M.
NE $\frac{1}{4}$ NW $\frac{1}{4}$	9	2N	7E, W.M.
NE $\frac{1}{4}$ NE $\frac{1}{4}$	9	2N	7E, W.M. *

Clark County

SW $\frac{1}{4}$ NE $\frac{1}{4}$ , NW $\frac{1}{4}$ , NW $\frac{1}{4}$ SE $\frac{1}{4}$ , S $\frac{1}{2}$ SE $\frac{1}{4}$	1	3N	3E, W.M.
NE $\frac{1}{4}$	12	3N	3E, W.M.
SE $\frac{1}{4}$ NE $\frac{1}{4}$ , NE $\frac{1}{4}$ SW $\frac{1}{4}$ , S $\frac{1}{2}$ SW $\frac{1}{4}$ , NW $\frac{1}{4}$ SE $\frac{1}{4}$	13	3N	3E, W.M.
NE $\frac{1}{4}$ NE $\frac{1}{4}$	23	3N	3E, W.M.
SE $\frac{1}{4}$ SW $\frac{1}{4}$	25	4N	3E, W.M.
NE $\frac{1}{4}$ NW $\frac{1}{4}$ , S $\frac{1}{2}$ NW $\frac{1}{4}$ , W $\frac{1}{2}$ SW $\frac{1}{4}$	36	4N	3E, W.M.
W $\frac{1}{2}$ SW $\frac{1}{4}$	7	3N	4E, W.M.
NW $\frac{1}{4}$ , NW $\frac{1}{4}$ SW $\frac{1}{4}$	18	3N	4E, W.M.

\* State grant to Bloomquist as provided for by that certain easement from Lu A. Salmon to State, dated March 12, 1975, as recorded in Volume 68 of Deeds on Pages 561 and 562, Records of Skamania County, Washington, under Auditor's File No. 78924.





T2N R7E

Scale 2"=1 mi.

— Bloomquist to State  
... State to Bloomquist

EXHIBIT B

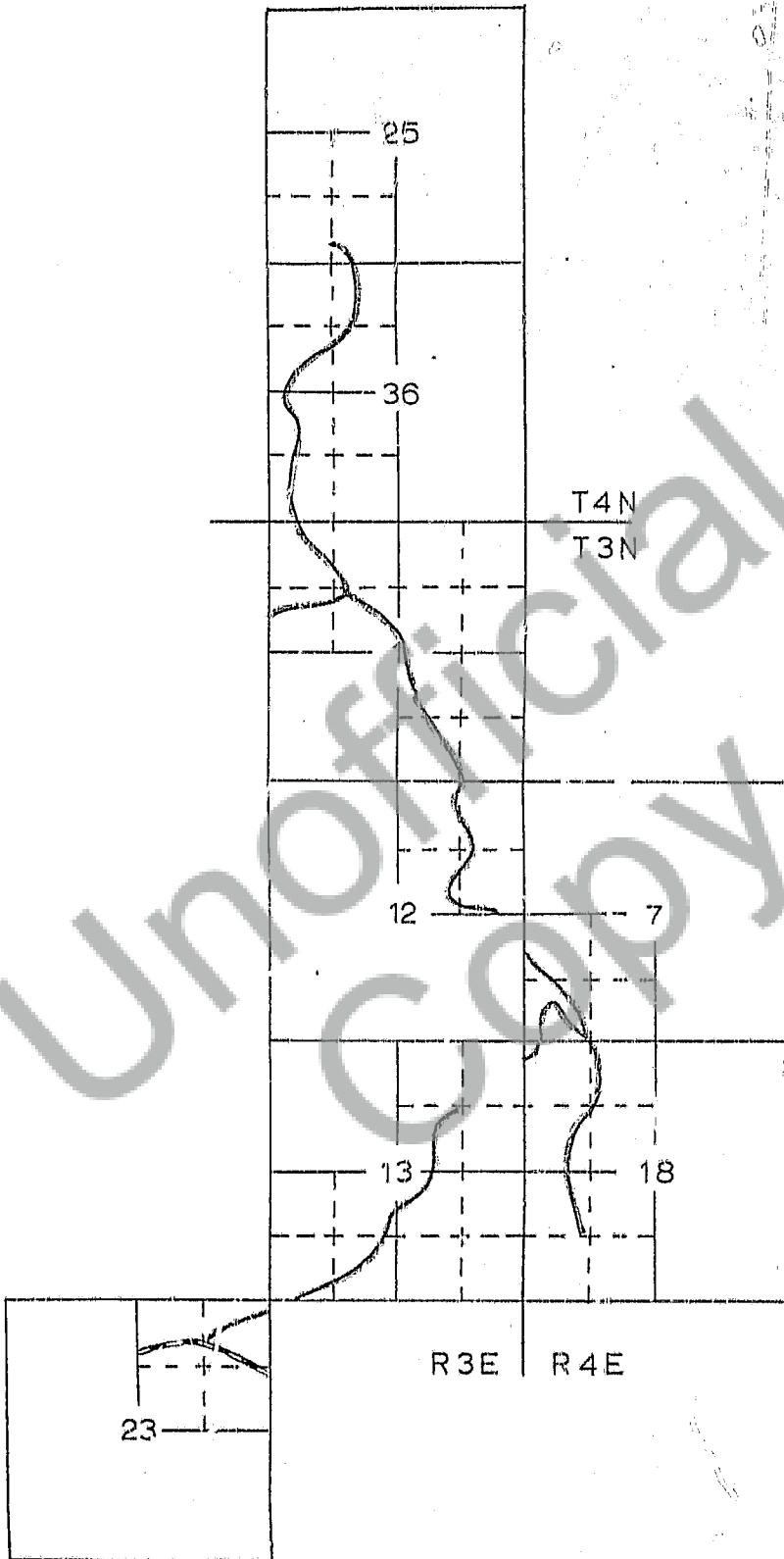


EXHIBIT C

DATE RECEIVED  
10/12/2010

98617

SEP 22 1976

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES  
ART 2. CODE, Chapter of Public Lands

BOOK 7 / PAGE

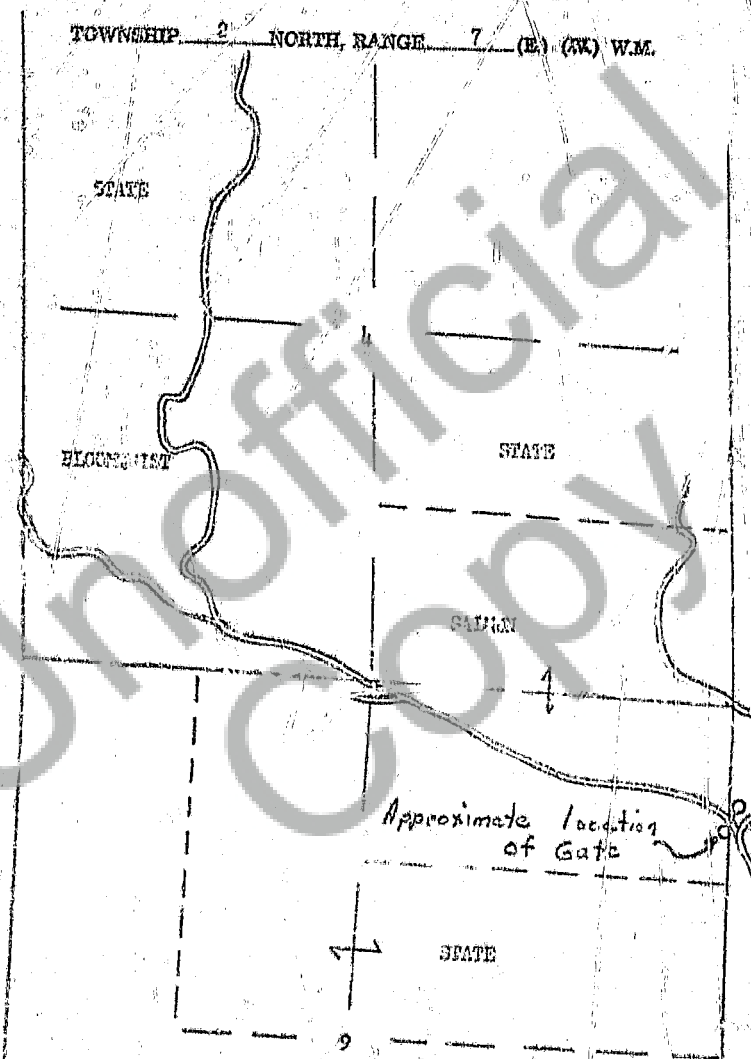
Application No. \_\_\_\_\_

County Skamania

Name of Sale \_\_\_\_\_

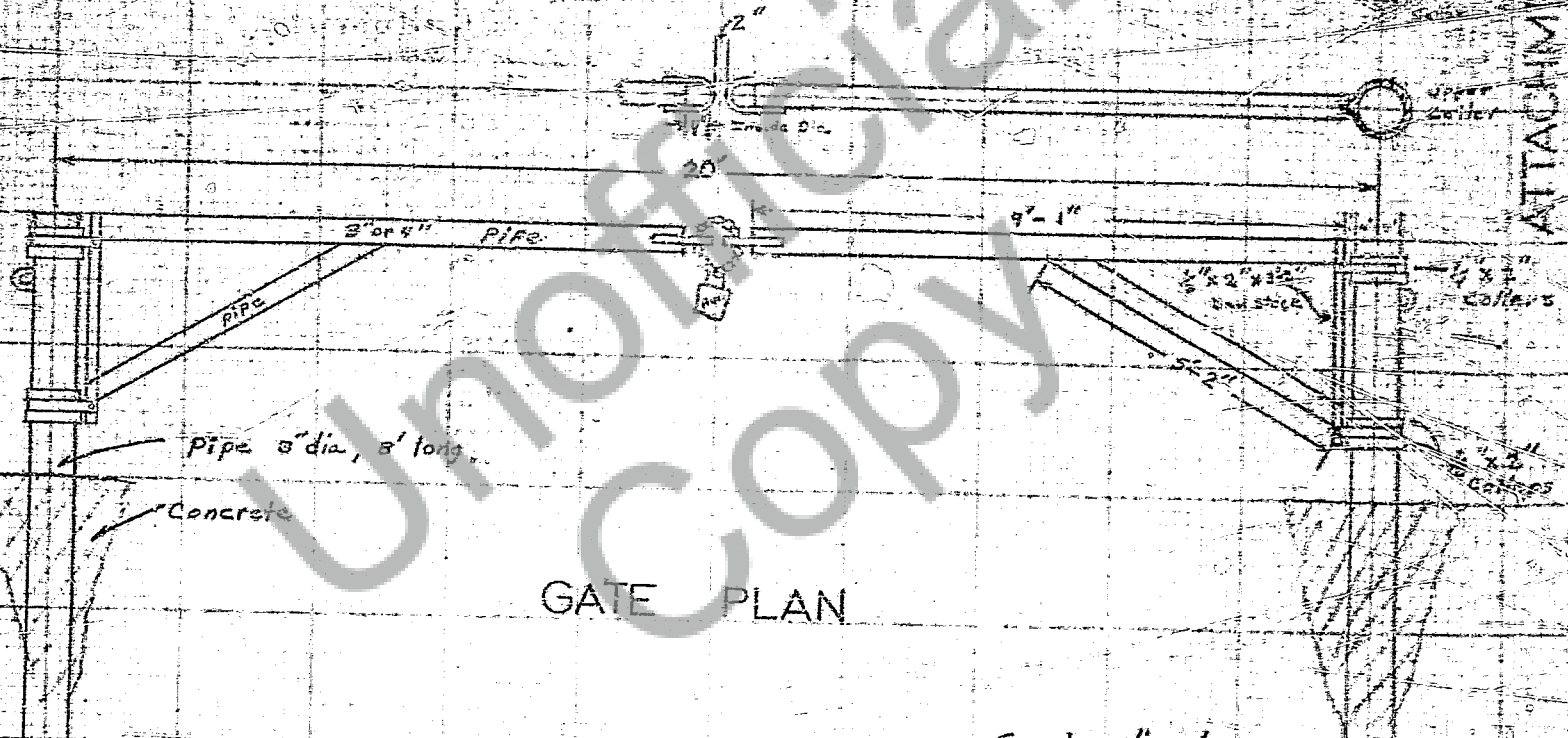
District Battle Ground

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



ATTACHMENT 1





ATTACHMENT