This there Reserved For Recorder's Use: BY SEAMANN CO. TITLE Filed for Record at Request of APR 16 1 28 PH 'S6

PERWAY

AUDITOR First American Title AFTER RECORDING MAIL TO: GARY H. OLSON TOM D. HARRIS Address 1241 G STREET City, State, Zip WASHOUGAL, WA 98671 Escrow number: 961788 500 20035 Statutory Warranty Deed 125029 BOOK 156 PAGE 581 THE GRANTOR MICHAEL D. JOHNSON, a single man for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to TOM D. HARRIS and RUBY A. HARRIS, husband and wife the following described real estate, situated in the County of SKAMANIA LOT 15 OF WASHOUGAL SUMMER HOME TRACTS, ACCORDING TO THE OFFICIAL PLAT THEREOF, , State of Washington ON FILE AND OF RECRD IN BOOK A OF PLATS, RAGE 78, RECORDS OF SKAMANIA COUNTY, SUBJECT TO: Future Real Property Taxes and/or Assessments. Covenants, conditions, restrictions, casements and reservations of record, if any. Dated this day of April MICHAEL STATE OF WASHINGTON COUNTY OF CLARK I certify that I know or have satisfactory evidence that MICHAEL D. JOHNSON <u>is</u> the person who appeared before me, and said person signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: Upril 15: 1996 HOTARY of for the State of WASHINGTON Residing at VANCOUVER Indirect My appointment expires: 7-30-96 Filmed

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Vailed

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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.

- 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.
- 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.
- Each party hereto reserves to itself all timber now on or hereafter growing within the rights of way on its said lands.
- 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 Million Dollars (\$1,000,000.00) for injury to one person, Two Million Dollars (\$2,000,000.00) for any one occurrence, and One Million Dollars (\$1,000,000.00) property damage for any one occurrences:
  - (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, One Hundred Thousand Dollars (\$100,000.00) for injury

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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; 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, to become effective as of the day and year first above written.

THE MUNCH FAMILY LIMITED PARTNERSHIP

MAURICE MUNCH **Authorized Representative** 

STATE OF WASHINGTON **DEPARTMENT OF NATURAL RESOURCES** 

R. BRUCE MACKEY, Manager

Resource Planning and Asset Management Division

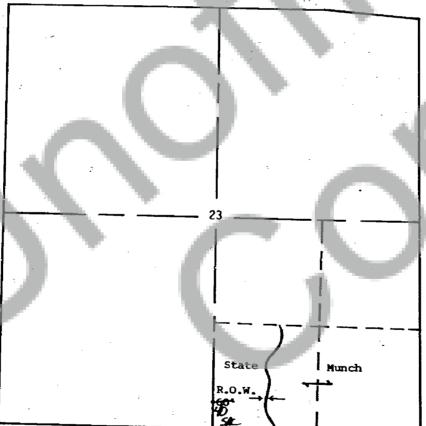
Affix Seal of Commissioner of Public Lands

Easement No. 55-002585 App. No. 50-54329

06/easement/55002585.eas

RIGHT OF WAY EXHIBIT MAP

SECTION 23
TOHNSHIP 2 NORTH, RANGE 5 EAST, W.M.
SKAMANIA COUNTY, WA.



Note: State land ownership lying west of westerly boundary vacated County Rd.

Scale: 1"=1000' Date: 12/15/94

EXHIBIT A