

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES  
JENNIFER M. BELCHER, Commissioner of Public Lands  
Olympia, Washington 98504

127027

EASEMENT

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THIS AGREEMENT, made and entered into this 10 day of March, 1995, by and between NANCY E. ENGLEMAN, herein called "Grantee," and STATE OF WASHINGTON, acting by and through the Department of Natural Resources, herein called "State," WITNESSETH:

The State, for and in consideration of Six Thousand Five Hundred Nine and no/100 Dollars (\$6,509.00), hereby grants and conveys to Grantee, its successors and assigns, a permanent easement upon, over, and along rights of way thirty (30) feet in width over and across NE¼ SW¼, NW¼ SE¼ Section 18, Township 2 North, Range 5 East, W.M., in Skamania County, Washington, being fifteen (15) feet on each side of the centerline of a road located approximately as shown in red on the attached "Exhibit A."

Subject as to said lands to all matters of public record.

The parties hereto hereby agree that the rights hereinabove granted shall be subject to the following terms and conditions:

1. This easement is conveyed for the purposes 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 Grantee, and to provide access to said lands for land management and administrative activities, which shall include grantee's private recreational use.
- DNR  
NEE LEE
- Provided, however, thirty (30) days prior to any construction, reconstruction, or development, Grantee shall submit to the Regional Manager at Castle Rock, Washington, for written approval, a complete and detailed plan of operation for the development of the right of way. Grantee shall provide for the examination of the right of way with the State's Regional Manager, before any construction, reconstruction, or development is commenced.
2. The State 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 to Grantee herein.
3. The State 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 Grantee herein.
4. The cost of road maintenance and resurfacing shall be allocated on the basis of respective uses 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.

RECORDER'S NOTE:  
NOT AN ORIGINAL DOCUMENT

NA  
REAL ESTATE EXCISE TAX

DEC 31 1996

PAID NA

SKAMANIA COUNTY TREASURER

Stamp: STAMPED, DIR, Indirect, PAID, WED



5. 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.
6. Unless the parties hereto agree in writing to share the cost of improvements in advance of such improvements being made, such improvements shall be solely for the account of the Improver.
7. The State reserves to itself all timber now on or hereafter growing within the rights of way on its said lands and the right to remove said timber via the right of way herein granted.
8. Grantee 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 Grantee 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 State 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 State thereof.
9. Grantee shall require each of its Permittees, before using any of said roads 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), Five Hundred Thousand Dollars (\$500,000.00) for injury to one person, One Million Dollars (\$1,000,000.00) for any one occurrence, and Five Hundred Thousand Dollars (\$500,000.00) property damage for any one occurrence;
    - (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 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 the State 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 the State ten (10) days' written notice prior to any cancellation or modification.
10. Grantee shall indemnify, defend and save harmless the State, its officials, employees, and agents, while acting within the scope of their duties, from and against all loss, costs, damages, claims, demands, and causes of action of any kind or character, including the cost of defense thereof, for bodily or personal injuries, death, or damage to property arising out of or incident to rights exercised, operations, performance or failure to perform by Grantee and/or its agents, employees, subcontractors, licensees or representatives under this Agreement; provided, to the extent RCW 4.24.115 is

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applicable, State agrees that this Indemnity provision shall not require Grantee to indemnify State from State's sole or concurrent negligence, if any. Grantee waives its immunity under title 51 RCW to the extent required by this provision.

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



*Nancy E. Engleman*  
NANCY E. ENGLEMAN  
*Notarized by: Geraldine Witherbee*  
*com. expires: 9/19/97*

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

*R. Bruce Mackey*  
R. BRUCE MACKEY, Manager  
Resource Planning and Asset Management Division

Affix Seal of Commissioner  
of Public Lands





STATE OF Wash  
County of Clark

} ss

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On this day personally appeared before me NANCY E. ENGLEMAN, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged the same as her free and voluntary act and conveyance for the uses and purposes therein mentioned.

Given under my hand and official seal this 13 day of March, 1995.



Geraldine Ann Witherspoon  
Notary Public in and for the State of  
Washington, residing at Whidbey

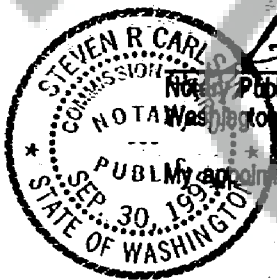
My appointment expires 9/19/97.

STATE OF WASHINGTON  
COUNTY OF THURSTON

} ss

On this 28th day of March, 1995, before me personally appeared R. BRUCE MACKEY, to me known to be the Resource Planning and Asset Management Division Manager of the Department of Natural Resources, State of Washington, who 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.



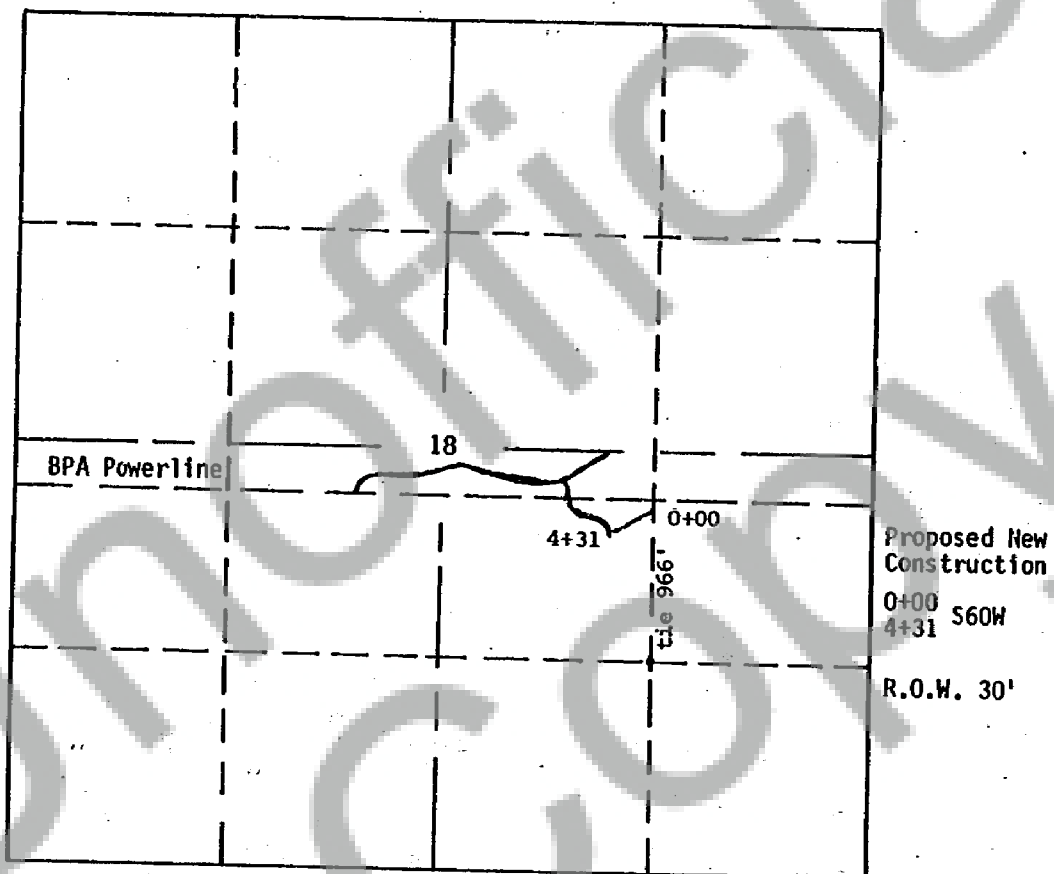
Steven R. Carlson  
Notary Public in and for the State of  
Washington, residing at Olympia  
My appointment expires 9/30/95.

FILED FOR RECORD  
SKAMANIA CO. WASH  
BY Mark Engleman

Dec 31 12:49 PM '96

G. Olson  
AUDITOR  
GARY H. OLSON

Right of Way Exhibit Map  
SECTION 18  
TOWNSHIP 2 NORTH, RANGE 5 EAST, W.M.  
SKAGANAWA COUNTY, WA.



DATE: November 3, 1994

NORTH

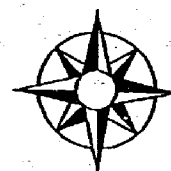


EXHIBIT A