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BOOK 225 PAGE 147

FILED FOR RECORD
SKAMANIA CO. WASH
BY *Mid-Valley Resources*

JUN 7 10 47 AM '02

O. Lavery
AUDITOR

J. MICHAEL GARVISON

Return this document to:
Pope Resources
19245 Tenth Ave NE
Poulsbo, WA 98370

DOCUMENT:	EASEMENT
NAME OF GRANTOR(S): (Last name first)	Mid-Valley Resources, Inc.
NAME OF GRANTEE(S): (Last name first)	Pope Resources
ABBREVIATED LEGAL DESCRIPTION	W $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 24, T7N, R 5E, W.M., Skamania County, Washington
ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBER(S):	07-05-00-0-0-2700-00 <i>in</i>

REAL ESTATE EXCISE TAX

N/A

JUN - 7 2002

PAID

N/A

Vicki Clelland, Deputy
SKAMANIA COUNTY TREASURER

Ref. to: ☒
Indexed to: ☒
Index: ☒
Filed: ☒
Date: ☒

EASEMENT

THIS EASEMENT is granted this 5th day of June, 2002, by MID-VALLEY RESOURCES, INC., an Oregon corporation, herein called "Owner" to POPE RESOURCES, a Delaware limited partnership, herein called "Grantee",

WITNESSETH:

I.

Owner hereby grants and conveys to Grantee, its successors and assigns, a perpetual nonexclusive easement upon, over and along a right of way sixty-six (66) feet in width over and across the following described lands in Skamania County, Washington:

West half of the Southeast Quarter of Section 24, Township 7 North,
Range 5 East, W.M.

being thirty-three (33) feet on each side of the centerline of the existing road located approximately as shown on the attached EXHIBIT "A" between Mile Post 0.00 and Mile Post 0.27 (the "Road").

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

II.

1. This easement is conveyed for the purposes of construction, reconstruction, use and maintenance of the Road for the purpose of providing access to and from lands now owned or hereafter acquired by Grantee for forest management and the removal of forest products (including, but not limited to, the right to haul logs and equipment).

2. Grantee shall be responsible for obtaining any and all federal, state or local permits or licenses necessary for its use of the Road and Grantee shall comply fully with all of the laws, rules, regulations and requirements of any federal, state or local government, authority, agency, commission or regulatory body insofar as any of the same may apply to Grantee's use of the Road for the purposes herein granted, and particularly as such laws, rules, regulations and requirements may relate to protection of the environment, water and air, and the prevention of forest fires, and shall comply with reasonable traffic regulations of Owner.

3. — Owner reserves for itself, its successors and assigns, and permittees thereof, the right to use, cross, patrol and repair the Road for any and all purposes, in any manner that will not unreasonably interfere with the rights granted to Grantee hereunder.

4. Owner 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.

5. The cost of the maintenance of the Road shall be allocated on the basis of respective uses of the Road. When any party uses the 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 the Road is being used solely by one party, such party shall maintain the portion of the Road so used to the standards existing at the time use is commenced. During periods when more than one party is using the Road, or any portion thereof, the parties shall meet and establish necessary maintenance provisions. For purposes of this easement, 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 the Road shall repair, or cause to be repaired, at its sole cost and expense, that damage to the Road occasioned by it which is in excess of that which it would cause through normal and prudent usage of the Road. Should inordinate damage to the Road occur which is not caused by an authorized user of the Road, the parties hereto shall meet to agree upon the cost of replacement, the party to undertake the replacement, and shares of replacement cost to be borne by each user of the Road.

7. 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.

8. Owner reserves to itself all timber hereafter growing within the right of way of the Road and its lands. Grantee shall fell and buck any timber removed from the Road right of way in a workmanlike manner, so as to obtain maximum utilization consistent with the desires of Owner. Logs so produced shall be decked along the Road at

conveniently accessible locations and Grantee shall immediately notify Owner of the volume and location of such decks.

9. Grantee may permit its agents, contractors, 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.

10. Grantee, and each of its Permittees, before using any of the Road for commercial purposes, shall:

(a) Obtain and, during the term of such use, maintain a policy of liability insurance in a form and with minimum amounts generally acceptable in the trade, customary in the area of the Road, and acceptable to Owner, insuring the Grantee or Permittee (as applicable) against liability arising out of its operations, including contractual liability, loggers broad form property damage and use of vehicles. Such insurance shall be in amounts generally acceptable in the trade and acceptable to Owner, and in any event no less than the following:

(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 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 Three Hundred Thousand Dollars (\$300,000.00) property damage for any one occurrence.

(b) Upon request by Owner, deliver to Owner a certificate from the insurer of said Grantee and Permittee certifying coverage, acceptable to Owner, is in force, naming Owner as an Additional Insured, and that, in the event of

cancellation or modification of such coverage, the insurer will give thirty (30) days' written notice prior to any cancellation or modification.

11. Grantee agrees to save, defend, and hold harmless Owner from all loss, claims, costs, damage or expense or liability (including loss or damage to Owner's timber) of any kind, arising out of the use of the Road by Grantee, Grantee's Permittees or employees and to require of their contractors and purchasers of their timber or other valuable resources using the Road, the same agreement for the benefit of Owner.

12 Grantee shall pay when due all charges and expenses for work upon or materials delivered in connection with any of its construction and maintenance work on Owner's property, and keep Owner's property free from any liens arising out of such charges.

13. If for a period of five (5) years Grantee, its successors or assigns, shall cease to use or preserve for prospective future use, the Road for the purposes herein granted, this Easement may be subject to termination. In the event of such nonuse and determination by Owner of a desire to terminate this Easement, Owner may give written notice of such desire not less than one hundred eighty (180) days prior to such proposed termination. Thereupon, prior to the expiration of said 180 days, Grantee, its successors or assigns, shall furnish Owner, its successors or assign, a statement of Grantee's intention to either resume use of the Road or abandon this Easement. Failure of Grantee to respond within such 180-period shall be deemed a determination to abandon this Easement. In the event of a determination to abandon this Easement, Grantee shall execute such documents, as Owner shall request, to remove this Easement as an encumbrance on the subject property. In the event Grantee intends to retain the right to use the Road, Grantee shall take such action as is necessary to maintain the then existing Roadway and shall advise Owner of any future intended use of the Road.

14. The rights of Grantee hereunder are appurtenant to the lands of Grantee in the Skamania County, Washington as follows:

Township 7 North, Range 5 East, W.M.,

Section 24: N $\frac{1}{2}$

Township 7 North Range 6 East, W.M.,

Section 04: W $\frac{1}{2}$ W $\frac{1}{2}$

Section 05: All

Section 06: All

Section 07: All

Section 08: NE $\frac{1}{4}$, W $\frac{1}{2}$ E $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ W $\frac{1}{2}$ NW $\frac{1}{4}$,
NW $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$,
SE $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ N $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$,
S $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$

Section 09: All

Section 16: All

Section 17: All

Section 18: Government Lots 1, 2, 3 and 4, E $\frac{1}{2}$ W $\frac{1}{2}$, N $\frac{1}{2}$ NE $\frac{1}{4}$,
SW $\frac{1}{4}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, EXCEPT that portion
conveyed to Marshall and Melba Moore, by deed
recorded in Book 194, page 10.

Section 19: NW $\frac{1}{4}$

Said Rights may be assigned only in connection with the sale of such lands, provided that Grantee may use the Easement granted herein in connection with other lands or timber now or hereafter owned by Grantee which can be logically occurred over the Road.

IN WITNESS WHEREOF, the parties hereto have executed this instrument, in duplicate, as of the date indicated adjacent to the signatures below.

Owner:

MID-VALLEY RESOURCES, INC.
An Oregon corporation

STEVEN J. ZIKA VICE PRESIDENT

By: [Signature] STEVEN J. ZIKA
Its: VICE PRESIDENT
Date: 6/6/02

Grantee:

POPE RESOURCES
a Delaware limited partnership
by Pope MGP, Inc. its managing general partner

[Signature]
By: Thomas M. Ringo
Its: Vice President and CFO
Date: 6/5/02

STATE OF OREGON

County of Washington

This instrument was acknowledged before me on June 6, 2002, by
Steven J. Zika as Vice President of Mid-Valley Resources, Inc.,
an Oregon corporation.



[Signature]
Notary Public for Oregon Expires 2-7-03

STATE OF WASHINGTON

County of Kitsap

ss.

On this 5th day of June, 2002, before me personally appeared Thomas M. Ringo, to me known to be the Vice President and CFO of Pope MGP, Inc, a managing general partner of Pope Resources, the limited partnership that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said limited partnership, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument.

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



Signature: Ember D. Krumwied
Name (Print): Ember D. Krumwied
NOTARY PUBLIC in and for the State of Washington,
residing at Bremerton

My appointment expires: 01-24-05

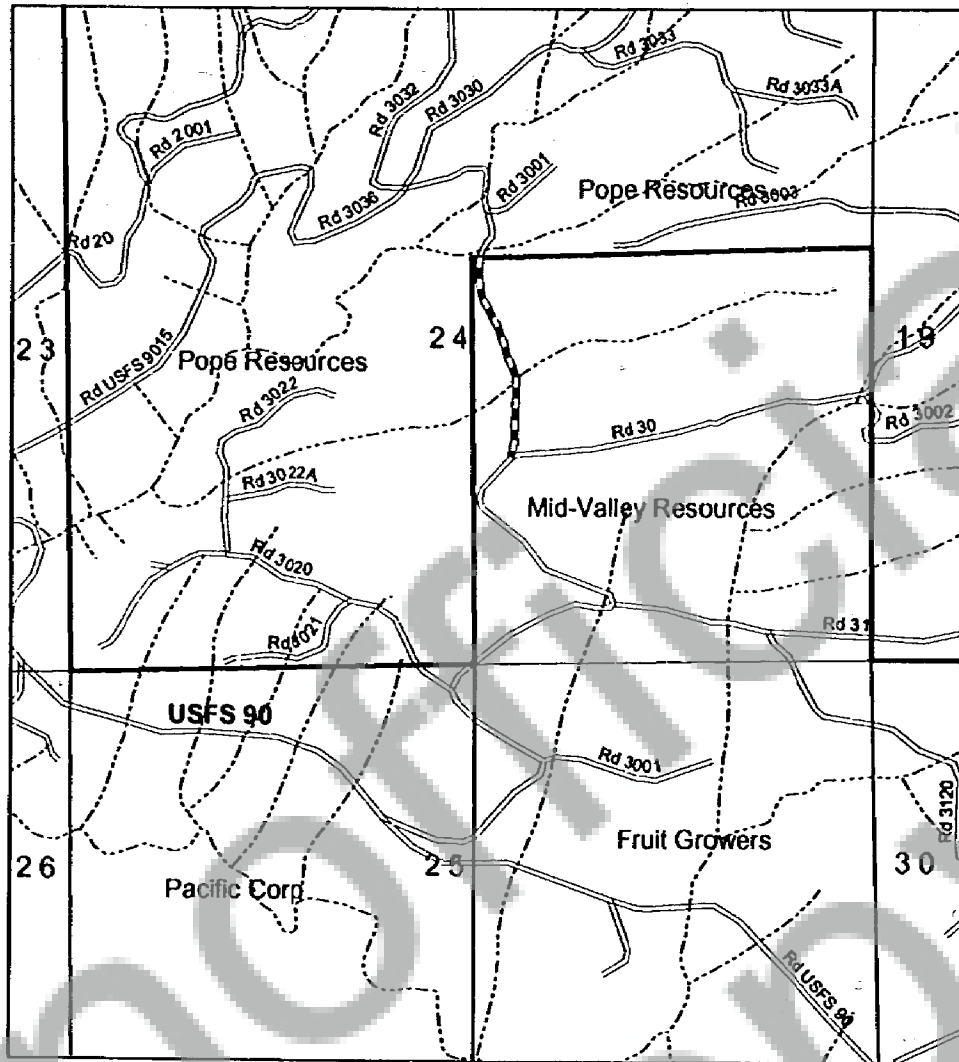


Exhibit A

Section 24, Township 7 North, Range 5 East
Skamania County, Washington



--- Easement to Pope
--- Transportation --- Streams --- Ownership

3/2002

0 1,000 Feet

