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Page 1 of 9
Date: 12/07/2004 10:45A
Filed by: SKAMANIA COUNTY TITLE
Filed & Recorded in Official Records
of SKAMANIA COUNTY
J. MICHAEL GARVISON
AUDITOR
Fee: \$27.00

AFTER RECORDING, RETURN TO:

Traci L. Shallbetter
Davis Wright Tremaine LLP
2600 Century Square
1501 Fourth Avenue
Seattle, Washington 98101-1688

REAL ESTATE EXCISE TAX

N/A
DEC - 7 2004
N/A

PAID

SKR 26925
Vicki Clelland Dept
SKAMANIA COUNTY TREASURER

FORTY-FOOT ACCESS EASEMENT

Grantor: POPE RESOURCES, a Delaware limited partnership

Grantees: PINE CREEK BOULDER LLC, a Washington limited liability company

Abbreviated Legal Description of Easement Area:

Burdened Property:

Portion of the Southeast quarter of the Southwest quarter, the West half of the Southeast quarter and Government Lot 1 (fractional Southeast quarter the Southeast quarter) of Section 23, Township 7 North, Range 6 East, Willamette Meridian, Skamania County, Washington.

Benefited Property:

The Northeast quarter and the Northeast quarter of the Southeast quarter of Section 23, Township 7 North, Range 6 East, Willamette Meridian, Skamania County, Washington.

Complete legal description of Easement Area is on Exhibit A of this document

Assessor's Property Tax Parcel Account Numbers:

A portion of parcel 07-06-00-0-0-1800-00

Reference to Related Documents: None

CASE 12-7-04
Gtm

FORTY-FOOT ACCESS EASEMENT

THIS FORTY-FOOT ACCESS EASEMENT (this "Agreement") is delivered, effective, and made as of the 7 day of December, 2004, by and between POPE RESOURCES, a Delaware limited partnership ("Grantor"), and PINE CREEK BOULDER LLC, a Washington limited liability company ("Grantee")

RECITALS

A. Grantor is the owner of real property situated in Skamania County, Washington, legally described as the Southeast quarter of the Southwest quarter, the West half of the Southeast quarter and Government Lot 1 (fractional Southeast quarter the Southeast quarter) of Section 23, Township 7 North, Range 6 East, Willamette Meridian, Skamania County, Washington (the "Grantor's Property").

B. Grantee is the owner of real property legally described as the Northeast quarter and the Northeast quarter of the Southeast quarter of Section 23, Township 7 North, Range 6 East, Willamette Meridian, Skamania County, Washington ("Grantee's Property").

C. The parties desire to make certain agreements regarding roadway access and maintenance across Grantor's Property as set forth hereinbelow.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. **Access Easement.** Grantor does hereby convey and quit claim to Grantee, subject to matters of record, a perpetual nonexclusive forty-foot wide easement (the "Easement") across, in, through, under, and upon that portion of Grantor's Property legally described on Exhibit A attached hereto (the "Easement Area") for ingress and egress to Grantee's Property.

2. **Grantor's Use of Easement Area.** Grantor reserves for itself, its successors and assigns, and their agents, contractors, employees, guests, and invitees, the rights (a) to grant additional privileges and rights within the Easement Area to third parties, and (b) to use the Easement Area and the remainder of Grantor's Property for any lawful use.

3. **Alterations.** Grantor shall have no obligation to improve the Easement Area. Grantee shall not construct, improve, or alter the Easement Area without Grantor's prior written approval of Grantee's written plans, specifications, engineer, contractor, and construction schedule (collectively, the "Plans"). Notwithstanding Grantor's approval of the Plans, Grantee

shall be solely liable for any use, construction, improvement, or alteration of the Easement Area. Upon request of Grantor, Grantee shall provide evidence satisfactory to Grantor that all providers of labor and materials have been paid in full. Grantee shall allow no liens to attach to the Easement Area or the remainder of Grantor's Property in connection with the use, construction, maintenance, or repair, and replacement of the Easement Area.

4. **Maintenance.** Grantee shall use, maintain and repair the Easement Area at Grantee's sole expense, provided, however, that if Grantor or Grantor's agents, employees, guests, or invitees shall cause extraordinary damage to the Easement Area, then Grantor shall timely repair such damage.

5. **Compliance with Laws.** Grantee at its sole expense shall comply with all applicable governmental codes, laws, orders, ordinances, regulations, and statutes relating to the construction, maintenance, repair, and use of the Easement Area. Grantee at its sole expense shall obtain any and all required governmental approvals and permits relating to the Easement Area prior to the construction, maintenance, repair, and use of the Easement Area.

6. **Indemnification.** Grantee shall defend, indemnify, and hold Grantor harmless from and against any and all loss, damage, claims, penalties, liability, suits, costs and expenses (including, without limitation, reasonable attorneys' fees) suffered or incurred by Grantor arising out of or related to the exercise by Grantee of its rights and obligations under this Agreement, including without limitation Grantee's construction, maintenance, repair, or use of the Easement Area and the use of the Easement Area by Grantee's agents, contractors, employees, guests, invitees, and subcontractors.

7. **Restoration.** Grantee shall restore timely any damage to Grantor's Property caused by Grantee, its agents, contractors, employees, guests, and invitees in their construction, maintenance, repair, or use of the Easement Area.

8. **Relocation.** Grantor at any time and from time to time may at its option relocate the Easement Area to any other portion of Grantor's Property selected by Grantor, provided that Grantor shall bear all costs of relocation, and costs of preparing and recording an amendment to this Agreement to describe the relocated Easement Area. Upon Grantor's request, Grantee shall execute and deliver to Grantor an amendment to this Agreement to describe the relocated Easement Area.

9. **Gate.** Grantor may maintain a locked gate within the Easement Area, in which case Grantor shall provide a lock combination or key to Grantee and Grantee shall keep the gate closed and locked at all times except for brief periods during the passage of authorized persons and vehicles.

10. **Assumption of Risk.** Grantor makes no warranty or representation as to the condition, safety, or suitability of the Easement Area for Grantee's intended use. Grantee, on behalf of Grantee and their agents, contractors, employees, guests, invitees, and subcontractors, expressly assumes all risks relating to use of the Easement Area, including without limitation risks relating to the use of a primitive and unsigned roadway and the presence of unstable soil conditions and inadequate storm water drainage facilities within the Easement Area and elsewhere within Grantor's Property. Grantee understands and agrees that Grantor would not make this Easement without an express assumption of all risks by Grantee.

11. **Covenant Not to Protest.** Grantee and all future owners of any portion of Grantee's Property shall not oppose, protest, or hinder the future development or use of any portion of Grantor's Property.

12. **Integration; Disclaimer of Other Easements.** All prior agreements, written or oral, regarding easements upon Grantor's Property for the benefit of Grantee's Property are hereby terminated and shall have no further force or effect. Grantee hereby disclaims, relinquishes, and releases any and all easements within Grantor's Property except the Easement as described herein.

13. **Real Estate Excise Taxes.** Grantee shall pay any real estate excise taxes due in connection with the making of this Agreement. Upon the execution of this Agreement, Grantor and Grantee shall prepare and execute a complete and accurate real estate excise tax affidavit relating to this Agreement for filing with Skamania County, Washington, upon the recording of this Agreement.

14. **Attorneys Fees and Costs.** If Grantor or Grantee shall bring any action arising out of this Agreement, the losing party shall pay the prevailing party a reasonable sum for attorneys fees in such suit, at trial and on appeal, and such attorneys fees shall be deemed to have accrued on the commencement of such action.

15. **Benefits and Burdens.** The real property benefited by the Easement and is Grantee's Property, and the real property burdened by the Easement is Grantor's Property. The burdens and benefits of the Easement are intended to attach to and run with the land. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of Grantor, Grantee, their successors and assigns.

16. **Notices.** All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered, sent by certified mail return receipt requested, or sent by overnight carrier to the following addresses:

If to Grantor, to:

Attn. Jon Rose
Olympic Resource Management, Inc.
19245 10th Avenue NE
Poulsbo, WA 98370
Telephone: 360-697-6626
Facsimile: 360-697-1156

If to Grantee, to:

17. **General.** This Agreement shall be recorded in the real property records of Skamania County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. This Agreement may be executed and delivered in counterparts, which together shall comprise a complete original Agreement.

GRANTOR:

POPE RESOURCES, a Delaware limited partnership, by Pope MPG, Inc., a Delaware corporation, its General Partner

By David H. Nam
Its President and CEO

GRANTEE:

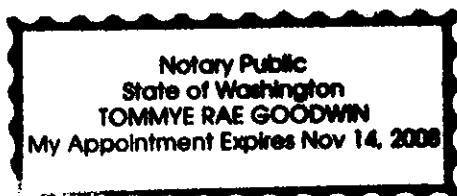
PINE CREEK BOULDER LLC, a Washington limited liability company

By [Signature] / Member
Its [Signature] / Member
Brenda Reagan
[Signature]

STATE OF WASHINGTON)
COUNTY OF Kitsap) ss.

On this 29th day of November, 2004, before me, a Notary Public in and for the State of Washington, personally appeared David L. Nunes, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the President and CEO of Pope MPG, Inc., a Delaware corporation, the General Partner of POPE RESOURCES, to be the free and voluntary act and deed of said corporation and partnership for the uses and purposes mentioned in the instrument.

WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and year first above written.



Tommye Rae Goodwin
NOTARY PUBLIC in and for the State of
Washington, residing at Seabeck, WA
My commission expires Nov 14, 2008
Print Name Tommye Rae Goodwin

STATE OF WASHINGTON)
COUNTY OF) ss.

On this 1 day of December, 2004, before me, a Notary Public in and for the State of Washington, personally appeared Gerald Sauer & Mary Sauer, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the _____ of _____, the _____ of PINE CREEK BOULDER LLC, to be the free and voluntary act and deed of said limited liability company for the uses and purposes mentioned in the instrument.

WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and year first above written.

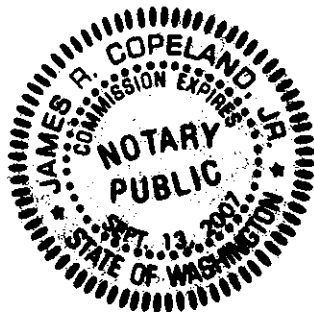
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My commission expires _____
Print Name _____

STATE OF WASHINGTON, }
County of Skamania } ss.

ACKNOWLEDGMENT - Individual

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

GIVEN under my hand and official seal this 1 day of December, 2004



[Signature]
Notary Public in and for the State of Washington,
residing at Stevenson
My appointment expires 9-15-07

STATE OF WASHINGTON, }
County of _____ } ss.

ACKNOWLEDGMENT - Corporate

On this _____ day of _____, 19____, before me, the undersigned, a Notary Public in and for the State of
Washington, duly commissioned and sworn, personally appeared _____
and _____ to me known to be the
_____ President and _____ Secretary, respectively, of
_____ the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary
act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that _____
authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

Notary Public in and for the State of Washington,
residing at _____
My appointment expires _____

WA-46A (11/96)

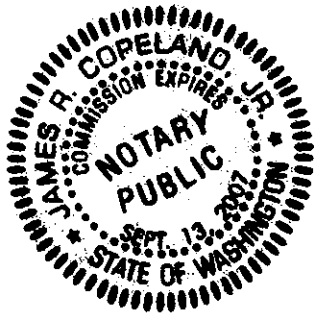
This jurat is page _____ of _____ and is attached to _____ dated _____.

STATE OF WASHINGTON, }
County of Skamania } ss.

ACKNOWLEDGMENT - Individual

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

GIVEN under my hand and official seal this 6 day of December, 2006



[Signature]
Notary Public in and for the State of Washington,
residing at Stevenson

My appointment expires 9-13-07

STATE OF WASHINGTON, }
County of _____ } ss.

ACKNOWLEDGMENT - Corporate

On this _____ day of _____, 19____, before me, the undersigned, a Notary Public in and for the State of
Washington, duly commissioned and sworn, personally appeared _____
and _____ to me known to be the
_____ President and _____ Secretary, respectively, of
_____ the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary
act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that _____
authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

Notary Public in and for the State of Washington,
residing at _____

My appointment expires _____

WA-46A (11/96)

This jurat is page _____ of _____ and is attached to _____ dated _____.

EXHIBIT A

LEGAL DESCRIPTION OF EASEMENT AREA

A 40-foot non-exclusive easement the centerline of which is described as follows: (Bearings are "NAD 83", Washington Coordinate System, South Zone.)

BEGINNING at a point on the South line of the Southeast quarter of Section 23 that bears South 89° 16' 51" East, 1616.07 feet from an iron pipe with BLM brass cap at the Quarter Corner between Sections 23 and 26; thence North 35° 17' 48" East, along the centerline of the United States Forest Service "25 Road", as described in Deed Book 112, page 530, Skamania County Auditor's Records, for a distance of 193.00 feet to the TRUE POINT OF BEGINNING of the 40-foot easement centerline to be described; thence North 54° 00' 00" West, 140.00 feet; thence North 36° 00' 00" East, 40.00 feet; thence along the arc of a 220.00 foot radius curve to the right, through a central angle of 32° 00' 00", for an arc distance of 122.87 feet; thence along the arc of a 230.09 foot radius curve to the left, through a central angle of 35° 00' 00", for an arc distance of 140.55 feet; thence North 33° 00' 00" East, 194.87 feet to the terminus of said centerline at a point that bears South 89° 22' 16" East, 605.17 feet from a point on the West line of Government Lot 1 that is South 01° 14' 18" West, 722.00 feet from the Northwest corner thereof. (The sidelines of said easement to be extended or shortened so as to terminate on a line that bears South 89° 22' 16" East, and North 89° 22' 16" West, from the above centerline terminus.)