

Doc # 2005159468  
Page 1 of 8  
Date: 11/10/2005 03:47P  
Filed by: CLARK COUNTY TITLE  
Filed & Recorded in Official Records  
of SKAMANIA COUNTY  
J. MICHAEL GARVISON  
AUDITOR  
Fee: \$39.00

**AFTER RECORDING, RETURN TO:**

Pope Resources  
c/o Olympic Resource Management  
Attn: Land Records  
19245 Tenth Avenue, NE  
Poulsbo, WA 98370

CLT105151CF

**ROADWAY EASEMENT AGREEMENT**

**Grantor:** POPE RESOURCES

**Grantee:** LARRY H. and DENISE G. ALBERT, HUSBAND AND WIFE

**Abbreviated Legal Description:**

W1/2W1/2, Sec. 17 & NE1/4NE1/4, Sec. 18, TWN 07N, RNG 06E, Skamania County,  
WA

Full legal descriptions are on Exhibits A and B (pages 6 and 7) of document.

**Assessor's Property Tax Parcel Account Numbers:**

Grantor: 07060000149000 & 07060000148000

Grantee: 07061840080100

**Reference to Related Documents:**

N/A

REAL ESTATE EXCISE TAX  
25476

NOV 10 2005  
PAID 38<sup>40</sup> + 7.<sup>50</sup> + 5.<sup>00</sup>  
C. deputy  
TREASURER

## ROADWAY EASEMENT AGREEMENT

THIS ROADWAY EASEMENT AGREEMENT (This "Agreement") is delivered, effective, and made as of the 1st day of NOVEMBER, 2005, by and between **POPE RESOURCES**, a Delaware Limited Partnership ("Grantor"), **LARRY H. and DENISE G. ALBERT**, husband and wife ("Grantee").

### RECITALS

A. Grantor is the owner of a 30-foot-wide roadway situated in Skamania County, Washington, legally described on Exhibit A attached hereto ("Grantor's Property").

B. Grantee is the owner of real property situated in Skamania, Washington, legally described on Exhibit B attached hereto ("Grantee's Property").

C. Grantee desires to acquire a new roadway easement upon Grantor's Property for the benefit of Grantee's Property.

NOW, THEREFORE, in consideration of the mutual promises contained herein the parties agree as follows:

### AGREEMENT

1. **Creation of Easement.** Grantor does hereby convey and quit claim to Grantee, subject to matters of record, a perpetual nonexclusive easement (the "Easement") in, on, over, under, upon, and within Grantor's Property for the maintenance, repair, replacement, and use of an existing roadway (the "Roadway").

2. **Reservation of Rights.** Grantor reserves for itself and its agents, contractors, employees, guests, invitees, and grantees the right to use Grantor's Property and the Roadway for any lawful use.

3. **Construction and Maintenance of the Roadway.** Grantor shall not be obligated to maintain or repair Grantor's Property or the Roadway. Grantee shall maintain and repair Grantor's Property and the Roadway at its expense, but only to the extent that Grantor's Property and the Roadway are damaged by Grantee or its agents, contractors, employees, guests, and invitees.

4. **Restoration of Damage to Grantor's Property.** Grantee shall restore, in a timely manner, any damage to Grantor's Property caused by Grantee, its agents, contractors, employees, guests, invitees, and subcontractors, in their construction, installation, maintenance, repair, replacement, or use of Grantor's Property and the Roadway.

5. **Rules and Regulations.** Grantee at its sole expense shall comply with all safety and security rules and regulations of general applicability adopted by Grantor, from time to time, relating to the use of Grantor's Property, including without limitation rules and regulations relating to the safety and security of Grantor's Property and the Roadway (for example, rules relating to vehicle speed limits and roadway gates).

6. **Gate.** Grantor may maintain a locked gate within Grantor's Property, 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.

7. **Compliance with Laws.** Grantee at its sole expense shall comply with all applicable codes, laws, ordinances, regulations, and statutes relating to the maintenance, repair, replacement, and use of Grantor's Property and the Roadway. Grantee at its sole expense shall obtain any and all required governmental approvals and permits relating to Grantor's Property and the Roadway prior to the maintenance, repair, replacement, and use of Grantor's Property and the Roadway.

8. **Assumption of Risk.** Grantor makes no warranty or representation as to the condition, safety, or suitability of Grantor's Property or the Roadway 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 Grantor's Property and the Roadway. Grantee understands and agrees that Grantor would not make this Agreement without an express assumption of all risks by Grantee.

9. **Indemnification of Grantor.** Grantee agrees to 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 Grantee's maintenance, repair, replacement, or use of Grantor's Property and Roadway and the use of Grantor's Property and the Roadway by Grantee's agents, contractors, employees, guests, invitees, and subcontractors.

10. **Fire Prevention.** Grantee shall use the utmost diligence and precaution to prevent fires from starting on or spreading on, onto, or from Grantor's Property and other real property owned by Grantor.

11. **No Liens.** Grantee shall allow no liens to attach to Grantor's Property.

12. **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.

13. **Covenants by Grantee Regarding Use of Grantee's Property.** Grantee, on behalf of itself and all future owners of Grantee's Property, hereby covenants to Grantor, its successors and assigns, that Grantee's Property shall be used only for single-family residential purposes, and that in perpetuity the Easement and Roadway shall be used only for ingress, egress, and utilities, to and from one (1) single-family residential dwelling unit located upon Grantee's Property. The limitations set forth in this section may be waived by Grantor if such waiver is clear and unequivocal and is contained in a writing executed and delivered by an authorized representative of Grantor, and such limitations also may be amended by a written amendment to this Agreement executed and delivered by an authorized representative of the parties hereto and recorded in the real property records of Skamania County, Washington.

14. **Assignment and Subdivision.** Grantee may not assign its rights and obligations under the Easement and this Agreement except to future owners of the whole of Grantee's Property and not any subdivided portions thereof. The limitations set forth in this section may be waived by Grantor if such waiver is clear and unequivocal and is contained in a writing executed and delivered by an authorized representative of Grantor, and such limitations also may be amended by a written amendment to this

Agreement executed and delivered by an authorized representative of the parties hereto and recorded in the real property records of Skamania County, Washington.

15. **Benefits and Burdens.** The burdens and benefits of the Easement and this Agreement are intended to attach to and run with the land. The terms and conditions of the Easement and this Agreement shall be binding upon and shall inure to the benefit of Grantor, Grantee, and the future owners of Grantor's Property and Grantee's entire Property as it now exists.

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

If to Grantor, to:

Pope Resources  
19245 Tenth Avenue NE  
Poulsbo, WA 98370-0239  
Phone: 360-697-6626  
Fax: 360-697-1156

If to Grantee, to:

Larry & Denise Albert  
9000 NE 316<sup>th</sup> Street  
La Center, WA 98629  
Phone: 360-687-0387

17. **Attorneys' Fees.** 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 attorney's fees shall be deemed to have accrued on the commencement of such action.

18. **No Other Agreements; Termination of Existing Easement Claims.** All prior agreements, written or oral, if any, 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 abandons, releases, relinquishes, and terminates any and all legal and equitable claims held by Grantee, its successors and assigns, and relating to any and all real property owned by Grantor as of the date of this, except claims arising under this Agreement.

19. **General.** 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.

**GRANTOR:**

POPE RESOURCES, A DELAWARE LIMITED  
PARTNERSHIP

By Pope MGP, Inc., a Delaware corporation, its General  
Partner

By Thomas M. Ringo  
Thomas M. Ringo  
Vice President and Chief Financial Officer

**GRANTEE:**

Larry H. Albert  
Larry H. Albert

Denise G. Albert  
Denise G. Albert

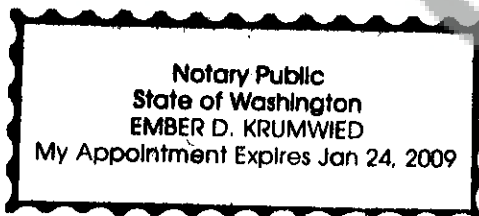
STATE OF WASHINGTON )

) ss.

COUNTY OF KITSAP )

On this 1st day of November, 2005, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared THOMAS M. RINGO, to me known to be the Vice President and Chief Financial Officer of POPE MGP, Inc., a Delaware corporation, which is known to me to be the General Partner of POPE RESOURCES, A DELAWARE LIMITED PARTNERSHIP, the partnership that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said partnership, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument.

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



Ember D. Krumwied  
NOTARY PUBLIC in and for the State of Washington,  
residing at Bremerton  
My commission expires 01-24-09  
Print Name Ember D. Krumwied

**EXHIBITS:**

- A - Description of Grantor's Property
- B - Description of Grantee's Property
- C - Map of Easement Area

## EXHIBIT A

### Description of Grantor's Property

A 30 foot strip of land in the S1/2NE1/4NE1/4 of Section 17 and the W1/2W1/2 of Section 18 in Township 07 North, Range 06 East, W.M., Skamania County, Washington, being 15 fifteen feet on either side of the following property, generally described as:

Starting at a point on the Northeast Section Corner of Section 18, Township 07 North, Range 06 East, W.M., Skamania County, Washington; thence Southwesterly approximately 1,480.00 feet along the centerline of the USFS 9015 road, **To The Point Of Beginning**; thence East approximately 775.00 feet along the centerline of a private roadway commonly known as the 3031 Road; thence Southeasterly approximately 268.00 feet along the centerline of said 3031 Road to a point that intersects with the centerline of a private roadway commonly known as the 30 Road; thence along said 30 Road a distance of approximately 3,910.00 feet to a point on the East Section line of Section 18, said point being approximately 827.00 feet North of the Southeast Section Corner of said Section 18, and the Terminus of said property.

6.5 11/10/15

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DOC # 2005159468  
Page 6 of 8

**EXHIBIT B**

**Description of Grantee's Property**

The Northwest quarter of the Southeast quarter of the Northeast quarter of the Southeast quarter of the Southeast quarter of Section 18, Township 07 North, Range 06 East of the Willamette Meridian, Skamania County, Washington.

EXCEPT the East 20 feet thereof same being reserved for use as a road and for utilities.

Unofficial  
Copy

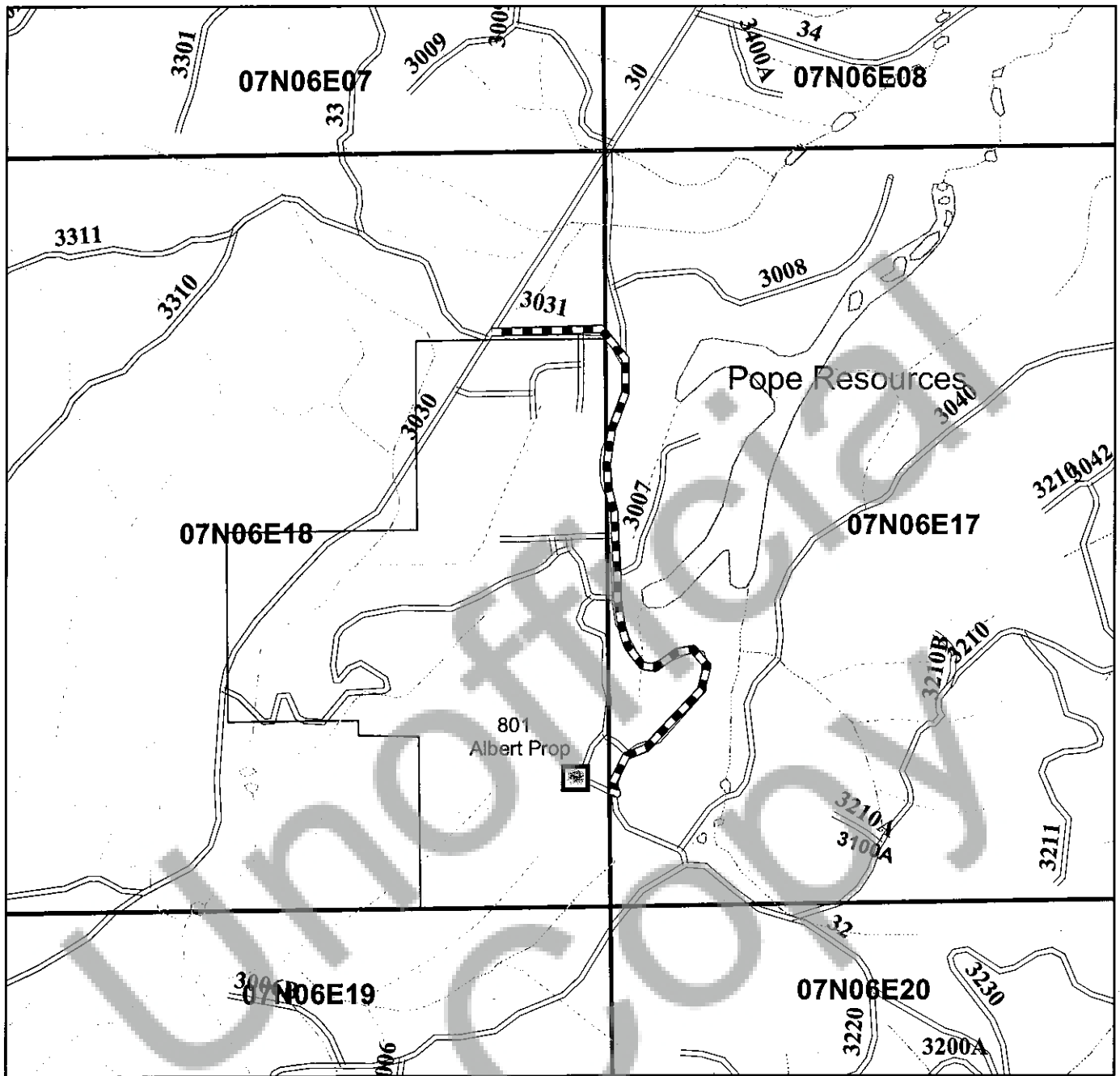


Exhibit "C"



NE1/4 Section 18 T7N R6E and  
W1/2 Section 17 T7N R6E  
Skamania County, WA



 Easement Route

1 inch equals 1,000 feet