

**AFTER RECORDING, RETURN TO:**

USDA Forest Service  
Attn: Gianna Vaccaro  
501 E 5<sup>th</sup> Street #404  
Vancouver, WA 98661

SKAMANIA COUNTY  
REAL ESTATE EXCISE TAX

*N/A*  
SEP 19 2016

PAID *N/A*  
*Vicki Orellana, Treasurer*  
SKAMANIA COUNTY TREASURER

**Document Title(s)** (or transactions contained therein):

Easement

**Grantor(s)** (Last name first, then first name and initials):

State of Washington, Department of Natural Resources

**Grantees(s)** (Last name first, then first name and initials):

Pallay, Norman W.

**Legal description** (Abbreviated; i.e. lot, block, plat or section, township, range, qtr./qtr.):

NE $\frac{1}{4}$ NW $\frac{1}{4}$ , N $\frac{1}{2}$ NW $\frac{1}{4}$ , sec. 9, T. 2 N., R. 7 E., W.M.

**Reference Number(s)** of Documents assigned or released:

**Assessor's Property Tax Parcel/ Account Number:**

Assessor's Tax Parcel ID # 02070900010000 and #02070900020000

*ym 9/19/16*

RECEIVED

AUG 23 1977

DEPARTMENT OF PUBLIC LANDS  
No. \_\_\_\_\_

## EASEMENT

THIS AGREEMENT, made and entered into this 30th day of August, 19 77, by and between NORMAN W. PALLAY, herein called "Pallay," and STATE OF WASHINGTON, acting by and through the Department of Natural Resources, herein called "State," WITNESSETH:

## I

The State, for and in consideration of a payment of \$402.00 for the cost shared road and a Statutory fee of \$5.00 hereby grants and conveys to Pallay, its successors and assigns, a permanent easement upon, over, and along rights of way sixty (60) feet in width over and across the NE<sup>1</sup>/<sub>4</sub> and the NW<sup>1</sup>/<sub>4</sub> Section 9, Township 2 North, Range 7 East, W.M., in Skamania County, Washington, being thirty (30) feet on each side of the centerline of a road or roads located approximately as shown in red on the attached "Exhibit A."

Subject as to said lands to all matters of public record including, but not limited to, that certain easement from Lu A. Salmon to State, dated March 12, 1975, as recorded in Volume 68 of Deeds on Pages 561 and 562, Records of Skamania County, Washington, under Auditor's File No. 78924.

## II

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 Pallay, and to provide access to said lands for land management and administrative activities.

Provided, however, thirty (30) days prior to any construction, reconstruction, or development, Pallay shall submit to the Area Manager at Castle Rock, Washington, for written approval, a complete and detailed plan of operation for the development of the right of way. Pallay's operations specified hereinabove shall be conducted in accordance with the provisions of the State approved Plan of Operation in force at the time of the commencement of said operations and shall provide for the examination of the right of way with the State's Area 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 Pallay 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 Pallay herein.

4. 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.

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. Palley 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 Palley 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. Palley 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), 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;

(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, Twenty-Five Thousand Dollars (\$25,000.00) for injury to one person, Fifty Thousand Dollars (\$50,000.00) for any one occurrence, and Five Thousand Dollars (\$5,000.00) 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. All obligations under this easement which involve the expenditure of funds by the State shall be subject to the availability of such appropriated funds.

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

Norman W. Pallay  
NORMAN W. PALLAY

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

By Bert Cole  
BERT L. COLE  
Commissioner of Public Lands

Affix Seal of Commissioner  
of Public Lands

App. No. 40170  
bj1 PROCE READ 20/12

Rev. Com 8-26-77

PROOFED/
CHECK LIST <u>WOC</u>
DATE <u>8-23-77</u>

STATE OF Oregon  
County of Washington

ss

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

Given under my hand and official seal this 20th day of August, 19 77.

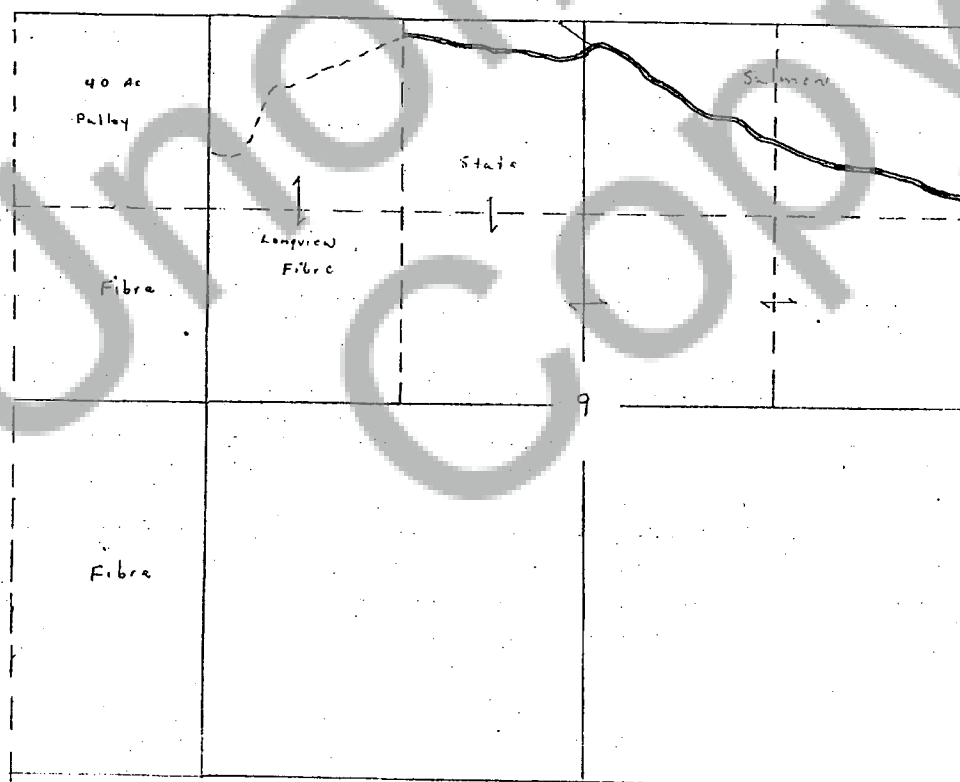
[Signature]  
Notary Public in and for the State of ~~WASHINGTON~~, residing at 4770 S.W. 76th, Portland, Or.  
Oregon  
My Commission Expires Feb 25, 1977

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF THURSTON )

On this 30th day of August, 1977, before me personally appeared BERT L. COLE, to me known to be the Commissioner of Public Lands, and ex officio administrator of the Department of Natural Resources of the State of Washington, the Department that 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.

Jeanne M. Jones  
Notary Public in and for the State of Washington, residing at Olympia.



T 2 N R 7 E

40170

EXHIBIT A