

WHEN RECORDED RETURN TO:

Vince W. Good, Trustee of the
Virginia A. Good Trust
4476 Ascot Circle North
Sarasota, FL 34235-3655

DOCUMENT TITLE(S):
ACCESS EASEMENT

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

GRANTOR:
Northwest Logging Company LLC, a Washington limited liability company

GRANTEE:
Vince W. Good, Successor Trustee of the Virginia A. Good Trust Under Agreement dated February 25, 1999

SKAMANIA COUNTY
REAL ESTATE EXCISE TAX
1/4
JUL 25 2017

ABBREVIATED LEGAL DESCRIPTION:
Ptn Sec 20 & 21, T2N, R6E W.M.

Full Legal Description on page 4 & 5

PAID *1/4*
Debbie J. Farni Deputy
SKAMANIA COUNTY TREASURER

TAX PARCEL NUMBER(S):
Ptn 02-06-21-0-0-0100-00, 02-06-00-0-0-2602-00, Ptn 02-06-21-0-0-0100-00

fm 7/24/17

Grantor:

Northwest Logging Company LLC
2522 N. Proctor #15
Tacoma, Washington 98406

Grantee:

Vince W. Good, Trustee of the
Virginia A. Good Trust
4476 Ascot Circle North
Sarasota, Florida 34235-3655

After recording, return to:

Vince W. Good, Trustee of the
Virginia A. Good Trust
4476 Ascot Circle North
Sarasota, Florida 34235-3655

ACCESS EASEMENT

This Easement is executed by Northwest Logging Company LLC, a Washington limited liability company ("Grantor") and Vince W. Good, Trustee of the Virginia A. Good Revocable Trust U/A/D 2-25-1999 ("Grantee").

Recitals

Grantor owns fee title to the parcel of land in Skamania County, Washington, described on Exhibit A attached hereto (hereinafter the "Grantor Tracts"). Grantee owns fee title to an adjoining tract of land described on Exhibit B attached hereto (hereinafter the "Grantee Tract"). In connection with the logging operations to be conducted by Grantee on the Grantee Tract, Grantee has requested Grantor to establish an easement for the benefit of the Grantee Tract.

Grant

Therefore, in consideration of the premises and other valuable consideration, the receipt and sufficiency of which are acknowledged, Grantor and Grantee agree as follows:

1. **Grant of Easement.** Grantor grants to Grantee, for the benefit of the Grantee Tract, a private, perpetual, nonexclusive easement (the "Easement") over and across the Grantor Tracts, to be known as the "Easement Area", and consisting of the existing roadways across the Grantor Tracts. The Easement will be used for the purposes of providing vehicular access to and from the Grantee Tract (the "Roads"). The Easement may be used for such ingress and egress relating to activities commonly associated with forest practices on the Grantee Tract and any other activity commonly associated with such an easement, by Grantee, its successors in ownership of the Grantee Tract, and the tenants, invitees, agents, contractors, subcontractors and employees of Grantee and such successors (collectively, the "Users"), such use to be in common with use of the Easement Area by the owner of the Grantor Tracts and its tenants, invitees, agents, contractors, subcontractors, employees, successors, and assigns. No above-ground structures, barriers, fences, buildings, or other improvements of any kind will be installed in the Easement Area. Grantor reserves the right to

V.W.G.

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install surfaces, and other improvements in the Easement Area from time to time, together with the right to grant to third parties any of such reserved rights, as long as such use does not unreasonably interfere with Grantee's permitted uses of the Easement.

2. **Nature of Easement.** The Easement granted herein will be appurtenant to, and for the benefit of, the Grantee Tract. Any conveyance of fee title to the Grantee Tract [or any portion thereof] will include a conveyance of the Easement, regardless of whether the Easement is specifically identified in the instrument of conveyance.

3. **Maintenance.** The owner of the Grantee Tract (the "Owner") will, at its sole cost and expense, repair any damage to the Easement Area caused by any Users. Should the Owner fail to correct any deficiency in its compliance with such repair obligation (an "Uncured Deficiency") prior to the expiration of 30 days after the effective date of notice of such Uncured Deficiency from Grantor, then Grantor, at its option (without any obligation to do so), may correct the Uncured Deficiency for the account of Owner, who will reimburse Grantor for all expenses incurred by Grantor in curing such default, together with interest thereon at the rate of 12 percent per annum from the date expended until the date reimbursed to Grantor. Grantor will have no obligation to maintain or repair the Easement Area, and Owner and any parties claiming by, though, or under Owner will be deemed to have elected to use the Easement at their sole risk. Owner, after reasonable notice to Grantor, may make repairs and surface improvements to the Easement Area from time to time at its sole risk and expense. Owner shall restore the roadways, at Owner's expense, to at least the condition existing on the date of execution of this Easement, if the roadways are damaged from usage associated with logging operations, such restoration to be completed within 30 days after logging operations cease unless not reasonably possible based on weather conditions.

4. **Indemnity; Attorney Fees.** Owner will indemnify and hold Grantor harmless from and against all claims, damages, losses, causes of action, costs, and expenses (including, without limitation, attorney fees), which may be asserted against or incurred by Grantor as a result of any act or omission of Owner or its agents, contractors, employees, tenants, or invitees related to the use of the Easement Area by any Users. In the event of any litigation or other proceedings brought to enforce or interpret this Easement, the prevailing party in such proceedings will be entitled to recover from the other party the reasonable attorney fees and other costs incurred by the prevailing party in the proceedings or any appeal therefrom.

5. **Successors.** This Easement will be binding on, and inure to the benefit of, the owners of the Grantor Tracts and the Grantee Tract and their respective heirs, successors, and assigns.

6. **Relocation.** The owner of the Grantor Tracts will have the right, at its option, to relocate the Easement Area to another course over and across the Grantor Tracts from time to time, provided that: (i) the party electing to relocate the Easement Area provides the owner of the Grantee Tract with 30 days' advance notice of its intent to exercise its relocation option; (ii) the party electing to undertake the relocation pays all expenses associated with such relocation; (iii) the relocated Easement Area provides access to the Road consistent with the access previously provided, and connects to the Grantee Tract at the same point of the initial Easement Area; and (iv) the party

electing to undertake such relocation improves the relocated Easement Area to the condition of the Easement Area existing prior to the relocation.

7. **Amendment.** This Agreement may only be amended by written instrument executed by the then current owners of the Grantor and Grantee Tracts.

8. **Notices.** Any notice required or permitted by this Easement must be in writing and given by delivering the same in person to the recipient or by sending the same by registered or certified mail, return receipt requested, with postage prepaid, to the address of the owner of the Grantor or Grantee Tracts, as applicable, as shown on the current records of the tax assessor for Skamania County, Washington, with respect to the Tract in question.

Executed to be effective as of the 24th day of July, 2017.

GRANTOR:

Northwest Logging Company LLC

By: 

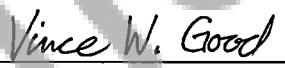
Name: Damon Gustafson

Title: Manager

GRANTEE:

Virginia A. Good Revocable Trust

U/A/D 2-25-1999

By: 

Name: Vince W. Good

Title: Trustee

STATE OF FLORIDA

)
) ss.
)

County of Munster

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This instrument was acknowledged before me this 14th day of July, 2017, by Vince W. Good, as Trustee of the Virginia A. Good Trust U/A/D 2-25-1999.



ROY KELLOGG
Notary Public - State of Florida
My Comm. Expires Sep 25, 2018
Commission # FF 127642

Notary Public for Florida

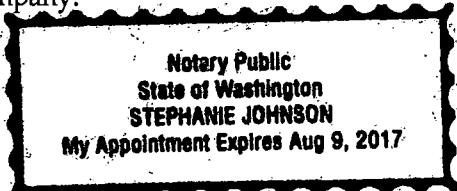
My commission expires: Sept 25, 2018

STATE OF WASHINGTON

)
) ss.
)

County of Pierce

This instrument was acknowledged before me this 14th day of July, 2017, by Damon Gustafson, as manager of Northwest Logging Company LLC, a Washington limited liability company.



Notary Public for Washington

My commission expires: Aug 9, 2017

Exhibit A (Grantor Tracts)

PARCEL I: Portion 02-06-21-0-0-0100-00

Commencing at the Quarter corner between Sections 21 and 28, Township 2 North, Range 6 East of the Willamette Meridian, in the County of Skamania, State of Washington following the meanderings of a small creek in a Northwesterly direction as shown by the Survey recorded in Skamania County Engineer's Office to a point 1100 feet East of the Quarter corner between Sections 20 and 21; thence West to the Quarter corner between Sections 20 and 21; thence South to the Southwest corner of Section 21; thence East to Quarter corner of sections 21 and 28.

EXCEPTING Therefrom the following described tract of land which was conveyed to Irving Courser:

Beginning at the Southwest corner of the Southwest Quarter of Section 21 in Township 2 North, Range 6 East of the Willamette Meridian, and for a West boundary running North 1220 feet, for a North boundary running East 650 feet, and for an East boundary running South 700 feet, more or less, to the County Road, and for a South boundary following the North side of the County Road to the Section line and the Section line to the point of beginning.

EXCEPT a tract of land in a conveyance recorded in Book 30 of Deeds, Page 212, of Skamania County, as follows:

Beginning at the point of intersection of the Section line between Sections 21 and 28 with the Southerly boundary line of the County Road which point is located 150 feet, more or less, East of the section corner common to Sections 20, 21, 28 and 29 in Township 2 North, Range 6 East of the Willamette Meridian, in the County of Skamania, State of Washington, thence running East on said Section line between Sections 21 and 28, 850 feet more or less to a point which is 1000 feet East of said Section corner common to said 4 sections; thence North or slightly West of North on a direct line to the nearest point on the Southerly boundary line of said County Road; thence Southwesterly following the Southerly boundary line of said County Road to the point of beginning.

PARCEL II: 02-06-00-0-0-2602-00

The Northeast Quarter of the Southeast Quarter of Section 20, Township 2 North, Range 6 East of the Willamette Meridian, in the County of Skamania, State of Washington.

PARCEL III: Portion 02-06-21-0-0-0100-00

The Northeast Quarter of the Northwest Quarter of Section 21, Township 2 North, Range 6 East of the Willamette Meridian, in the County of Skamania, State of Washington.

Initials: PNL (Grantor NW Logging) V.W.G. (Grantee Good Trust)

Exhibit B (Grantee Tract)

Tract I: 02-06-00-0-2601-00

The South Half of the Northeast Quarter of Section 20, Township 2 North, Range 6 East of the Willamette Meridian, in the County of Skamania, State of Washington.

TRACT II: Portion 02-06-21-0-0100-00

The West One Half of the Northwest Quarter of Section 21, Township 2 North, Range 6 East of the Willamette Meridian, in the County of Skamania, State of Washington, excepting therefrom the following described tract of land:

The West Half of the West Half of the Northwest Quarter of the Northwest Quarter of Section 21, Township 2 North, Range 6 East of the Willamette Meridian.

Initials: *16* *V.W.G.*
Grantor (NW Logging) Grantee (Good Trust)