

WHEN RECORDED RETURN TO:

SDS Lumber Co.

PO Box 266

Bingen, WA 98605

Skamania County, WA

Total: \$170.50

EASE

Pgs=18

Request of: SDS LUMBER COMPANY

2020-000405

02/18/2020 10:22 AM



00002725202000004050180182

DOCUMENT TITLE(S)

Reciprocal Forestry Road Easement

REFERENCE NUMBER(S) of Documents assigned or released:

N/A

☐ Additional numbers on page _____ of document.**GRANTOR(S):**

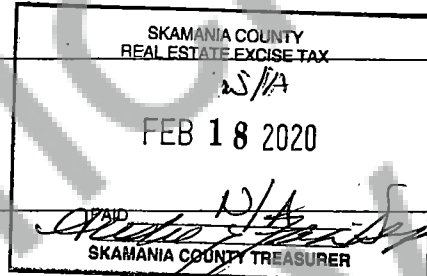
S.D.S. Co., L.L.C.

Broughton Lumber Co.

☐ Additional names on page _____ of document.**GRANTEE(S):**

Broughton Lumber Co.

S.D.S. Co., L.L.C.

☐ Additional names on page _____ of document.**LEGAL DESCRIPTION** (Abbreviated: i.e. Lot, Block, Plat or Section, Township, Range, Quarter):

See Appendix Exhibits B and C

☒ Complete legal on page 16-18 of document.**TAX PARCEL NUMBER(S):**

03090000010000

☒ Additional parcel numbers on page 2 of document.

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information.

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recorded processing requirements may cover up or otherwise obscure some part of the text of the original document.

Company Name: SDS Lumber Co.Signature/Title: Nathan E. Putnam, Chief Forester

AFTER RECORDING RETURN TO:

SDS Lumber Company
Attn: Chief Forester
PO Box 266
Bingen, WA 98605

Document Title: Reciprocal Forestry Road Easement

Reference # Related Documents N/A

Parties: S.D.S. Co., L.L.C.
Broughton Lumber Co.

Abbreviated Legal Description:

T03N, R9E

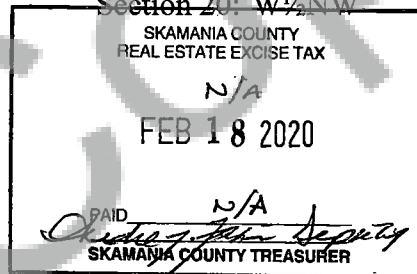
Section 12: SWNE
Section 14: Ptn. SESW
Section 15: Ptn. NE $\frac{1}{4}$; NENW
Section 21: E $\frac{1}{2}$ NE
Section 22: S $\frac{1}{2}$ N $\frac{1}{2}$; NESE
Section 23: NW $\frac{1}{4}$; NESW; Ptn NWSE

T04N, R09E

Section 14: SW $\frac{1}{4}$
Section 15: S $\frac{1}{2}$ SE
Section 29: SENW; SW $\frac{1}{4}$
Section 30: W $\frac{1}{2}$ NE; N $\frac{1}{2}$ NW
Section 32: Ptn. NE $\frac{1}{4}$

T03N, R10E

Section 4: Lot 4
Section 6: E $\frac{1}{2}$ SW; SWSE
Section 7: W $\frac{1}{2}$ NE; E $\frac{1}{2}$ SW; SWSE;
SENW
Section 17: W $\frac{1}{2}$ SW
Section 18: N $\frac{1}{2}$; E $\frac{1}{2}$ SE; NWSW
Section 20: W $\frac{1}{2}$ NW



Additional Legal Description: See Exhibits B and C

ym 2/18/2020

Assessor's Tax Parcel I.D. #s: 03090000010000, 03090000018000, 03091500030000,
03091500170000, 030900000328000, 030900000439000,
030900000310000, 04090000040000, 04090000010400,
03100000020000, 03100000030000, 03100000080000,
03102000020000

COVER PAGE

RECIPROCAL FORESTRY ROAD EASEMENT

THIS AGREEMENT made and entered into this 14th day of February, 2020, by and between BROUGHTON LUMBER CO., a Washington corporation, hereinafter called "BROUGHTON", and S.D.S. CO., L.L.C., a Washington limited liability company, hereinafter called "SDS".

WITNESSETH:

I

- A. BROUGHTON, for and in consideration of the reciprocal easement granted below, hereby grants and conveys to SDS, its successors and assigns, a non-exclusive forestry road easement Forty (40) feet in width, being Twenty (20) feet in width on each side of the centerline of a number of existing and planned roads located approximately as shown on the maps attached as "Exhibit A, Easement Maps", (SDS easement area), and crossing land owned by BROUGHTON in Klickitat and Skamania Counties, State of Washington, described in the attached "Exhibit B" (Broughton Lands Legal Description), all of which by these references are incorporated herein.

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

- B. SDS, for and in consideration of the reciprocal easement granted above, hereby grants and conveys to BROUGHTON, its successors and assigns, a non-exclusive forestry road easement Forty (40) feet in width, being Twenty (20) feet in width on each side of the centerline of a number of existing and planned roads located approximately as shown on the maps attached as "Exhibit A, Easement Maps", (BROUGHTON easement area) and crossing land owned by SDS in Klickitat and Skamania Counties, State of Washington, described in the attached "Exhibit C" (SDS Lands Legal Description), all of which by these references are incorporated herein.

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

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 purpose of construction, reconstruction, use and maintenance of said roads for the purpose of moving specialized logging equipment, logging trucks or other equipment used for growing, harvesting, and transporting timber, or management of timber on lands now owned or hereafter acquired by the parties hereto.
2. Each party hereto reserves for itself, its successors and assigns, the right at all times for any purpose, to cross and re-cross at any place on grade or otherwise, said roads on lands owned by it and to use said roads in a manner that will not unreasonably interfere with the rights granted to the other party hereunder.
3. Each party hereto may grant to third parties, upon such terms as it chooses, any or all of the rights reserved by it herein; provided that such use shall not unreasonably interfere with the rights granted to the other party hereunder.



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 solely one party is using a road, 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.
 - c. 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 the 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. Each party reserves to itself all timber now on or hereafter growing within the easement area on its lands.
8. Each party hereto may permit its respective 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 a party hereto or one of its Permittees plans to use any portion of said road for the purpose of hauling timber or other valuable materials, such party shall notify the other thereof at least seven (7) 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 the approximate volumes of forest products or valuable materials to be hauled and forthwith upon the completion of such use notify the other party thereof.
9. That each party hereto and each of its Permittees, before using any of said roads for commercial purposes shall:



- 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 the location of said road, insuring said Permittee against liability arising out of its operations, including use of vehicles.
 - b. Minimum amounts of insurance shall be:
 - (1) For log haulers, and other miscellaneous users operating heavy trucks (over one (1) ton)
 - a) One Million Dollars (\$1,000,000.00) for injury to one person,
 - b) One Million Dollars (\$1,000,000.00) for any one occurrence, and
 - c) One Million Dollars (\$1,000,000.00) property damage for any one occurrence.
 - (2) For other miscellaneous users operating pickup trucks, light trucks (under one (1) ton) or passenger cars for the purpose of transporting miscellaneous forest products
 - a) Five Hundred Thousand Dollars (\$500,000.00) for injury to one person,
 - b) Five Hundred Thousand Dollars (\$500,000.00) for any one occurrence, and
 - c) Five Hundred Thousand Dollars (\$500,000.00) property damage for any one occurrence; or
 - (3) Such other limits as the parties hereto may agree upon in writing from time to time.
 - c. Deliver to each party hereto a certificate from the insurer of said party or 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 each party hereto ten (10) days written notice prior to any cancellation or modification.
10. Neither Party may assign its rights and obligations under this Reciprocal Easement without the prior written consent of the other party; and any such permitted assignment shall provide that the assignee will assume all obligations of the assigning party from and after the effective date thereof. Consent to assign shall not be unreasonably withheld upon transfer of title of lands owned by the parties hereto.
11. Each party agrees to defend, indemnify and save harmless the other party and their respective directors, officers, members, managers, employees, agents, affiliates, successors and assigns, as their interests may appear, of and from and against all causes of action, litigation, cost, loss, liability, damage and expense (including attorneys' fees) for injury or death to persons, whomsoever, and damage to or loss of property, to whomsoever belonging, including the respective contractors, agents, employees and representatives of parties hereto, arising out of or in any way connected with the use of its easement area by such party, its respective contractors, agents, employees or representatives; unless such causes of actions, litigation, cost, loss, liability, damage and expense results from the sole negligence of the other party.



12. Unless otherwise specified herein, all notices, requests, demands, and other communications required or permitted to be given under this Contract shall be in writing and shall be either served (i) personally on the party to whom notice is to be given (in which case such notice shall be deemed to have been duly given on the date of such service), (ii) sent by Federal Express (or other overnight courier service) (in which event notice shall be deemed to have been given on the day of receipt), or (iii) mailed to the party to whom notice is to be given, by first class United States mail, registered or certified, return receipt requested, postage prepaid, and properly addressed as follows (in which case such notice shall be deemed to have been duly given on the second day following the date of such mailing):

To: Broughton Lumber Company
c/o SDS Lumber Co.
P.O. Box 266
Bingen, WA 98605

To: SDS Co., LLC
Attn: Chief Forester
P.O. Box 266
Bingen, WA 98605

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first hereinabove written.

BROUGHTON:

Broughton Lumber Company

By: Rees A. Stevenson

Name: Rees Stevenson

Title: President

SDS:

S.D.S. Co., L.L.C.

By: Leslie S Campbell

Name: Leslie S Campbell

Title: Co-President

Exhibits:

"A" – Easement Maps

"B" – Broughton Lands Legal Description

"C" – SDS Lands Legal Description

[Notary acknowledgments appear on the following page]

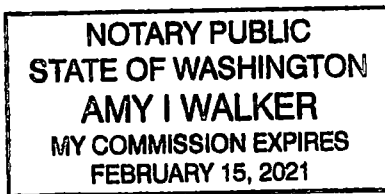


STATE OF WASHINGTON)
) ss.

County of Klickitat)

On this 14 day of February, 2020, before me, the undersigned, a Notary Public in and for the state of Washington, duly commissioned and sworn, personally appeared Rees Stevenson, known to be the President of Broughton Lumber Company, the entity that executed the foregoing instrument, and acknowledged the instrument to be the free and voluntary act and deed of that corporation for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument.

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

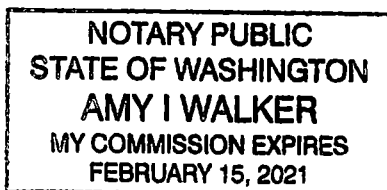


Amy I Walker
Print Name: Amy I. Walker
NOTARY PUBLIC for the State of Washington
My Commission Expires: 2/15/2021

STATE OF WASHINGTON)
) ss.
County of Klickitat)

On this 14 day of February, 2020, before me, the undersigned, a Notary Public in and for the state of Washington, duly commissioned and sworn, personally appeared Leslie Campbell, known to be the Co-President of S.D.S. Co., L.L.C. the entity that executed the foregoing instrument, and acknowledged the instrument to be the free and voluntary act and deed of that limited liability company for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument.

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



Amy I Walker
Print Name: Amy I. Walker
NOTARY PUBLIC for the State of Washington
My Commission Expires: 2/15/2021



EXHIBIT A

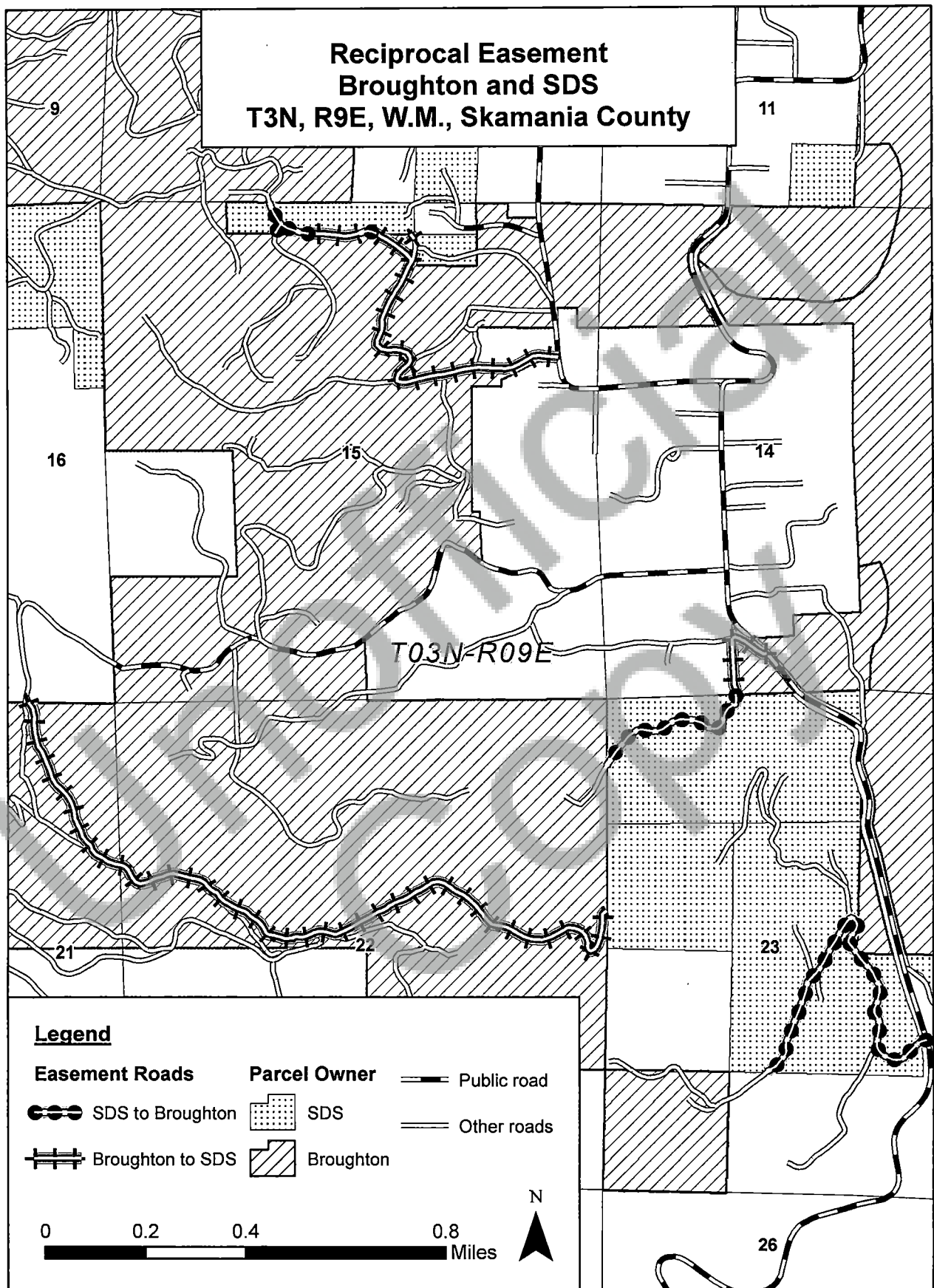
EASEMENT MAPS

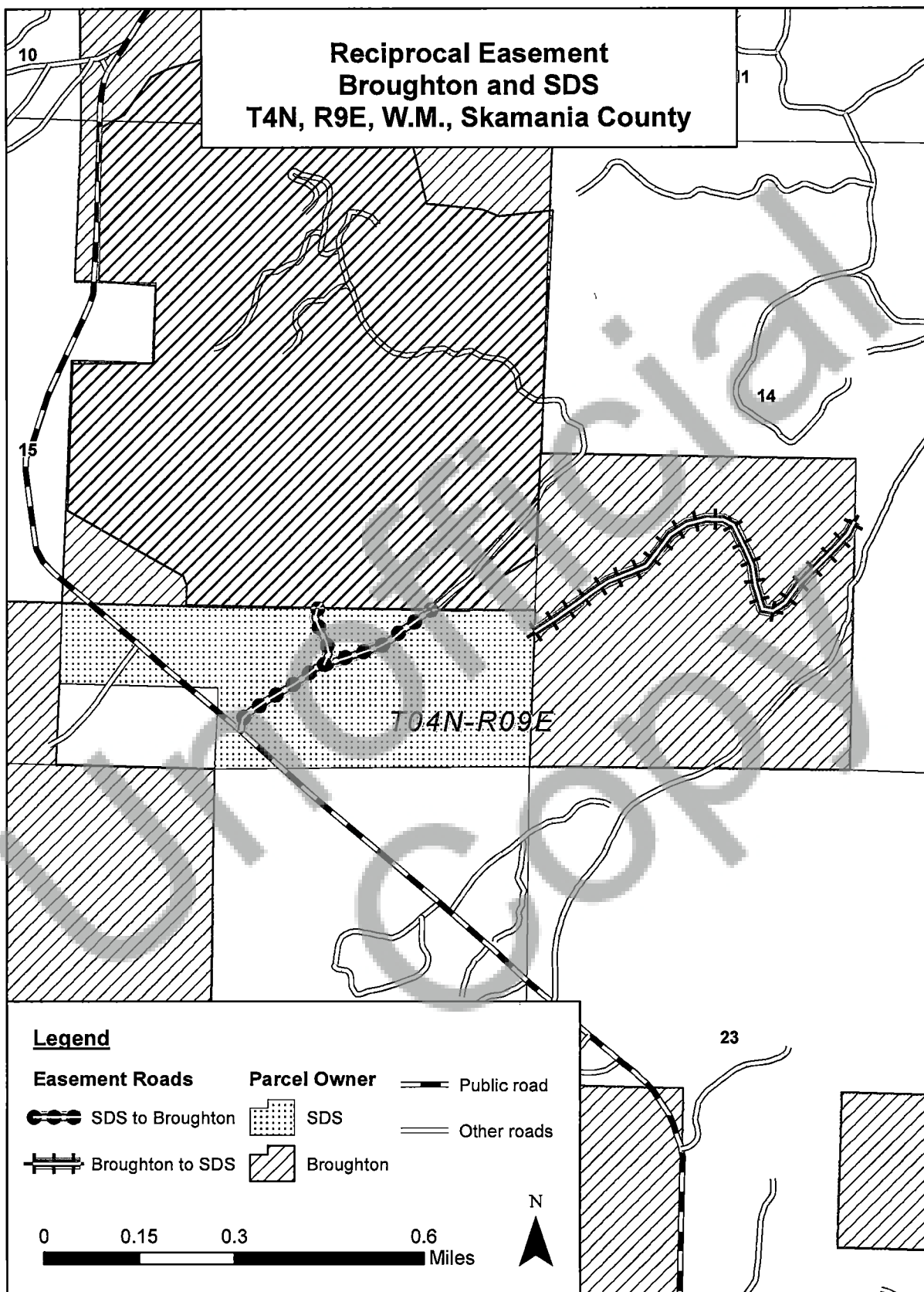
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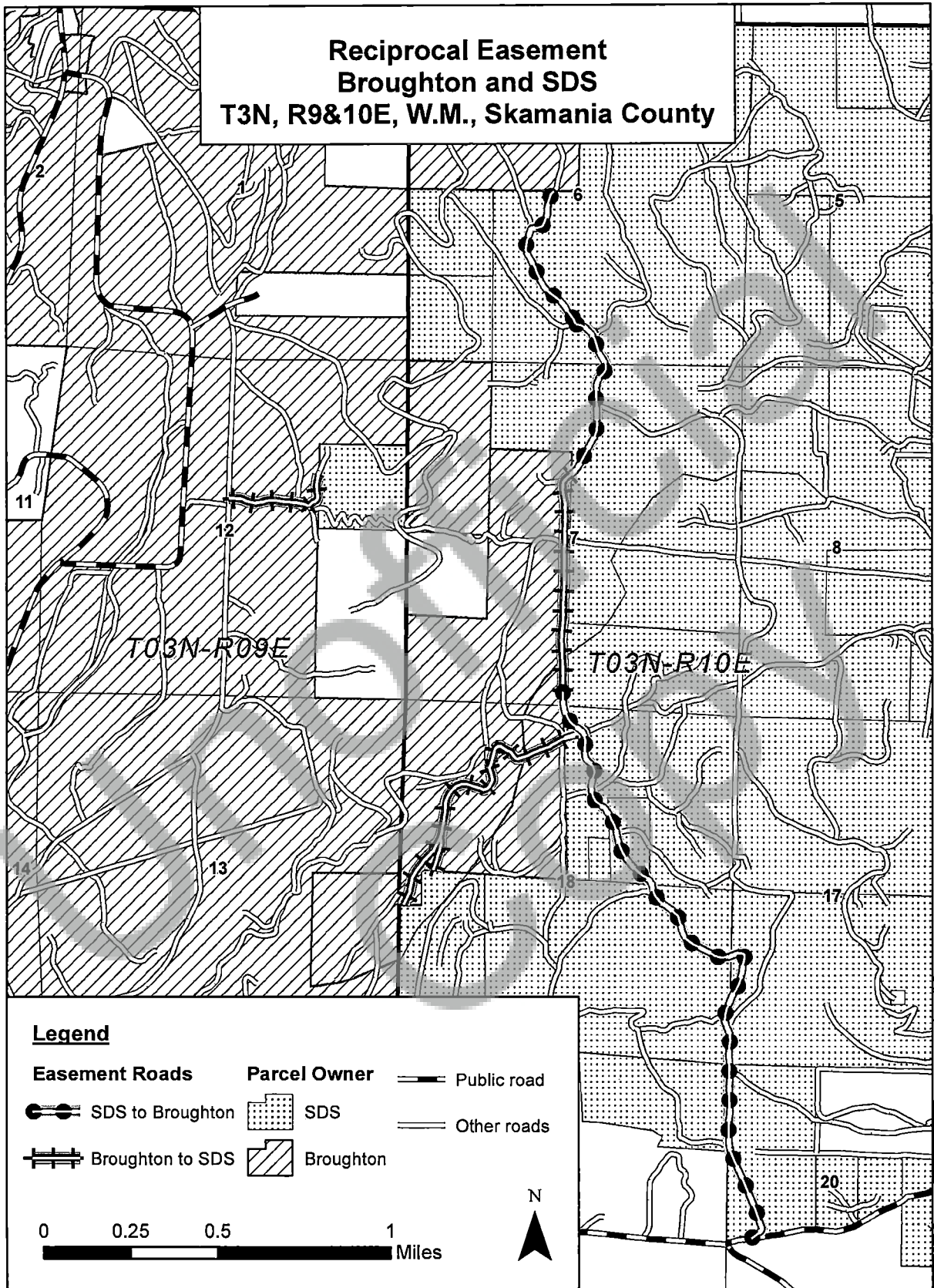
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EXHIBIT A

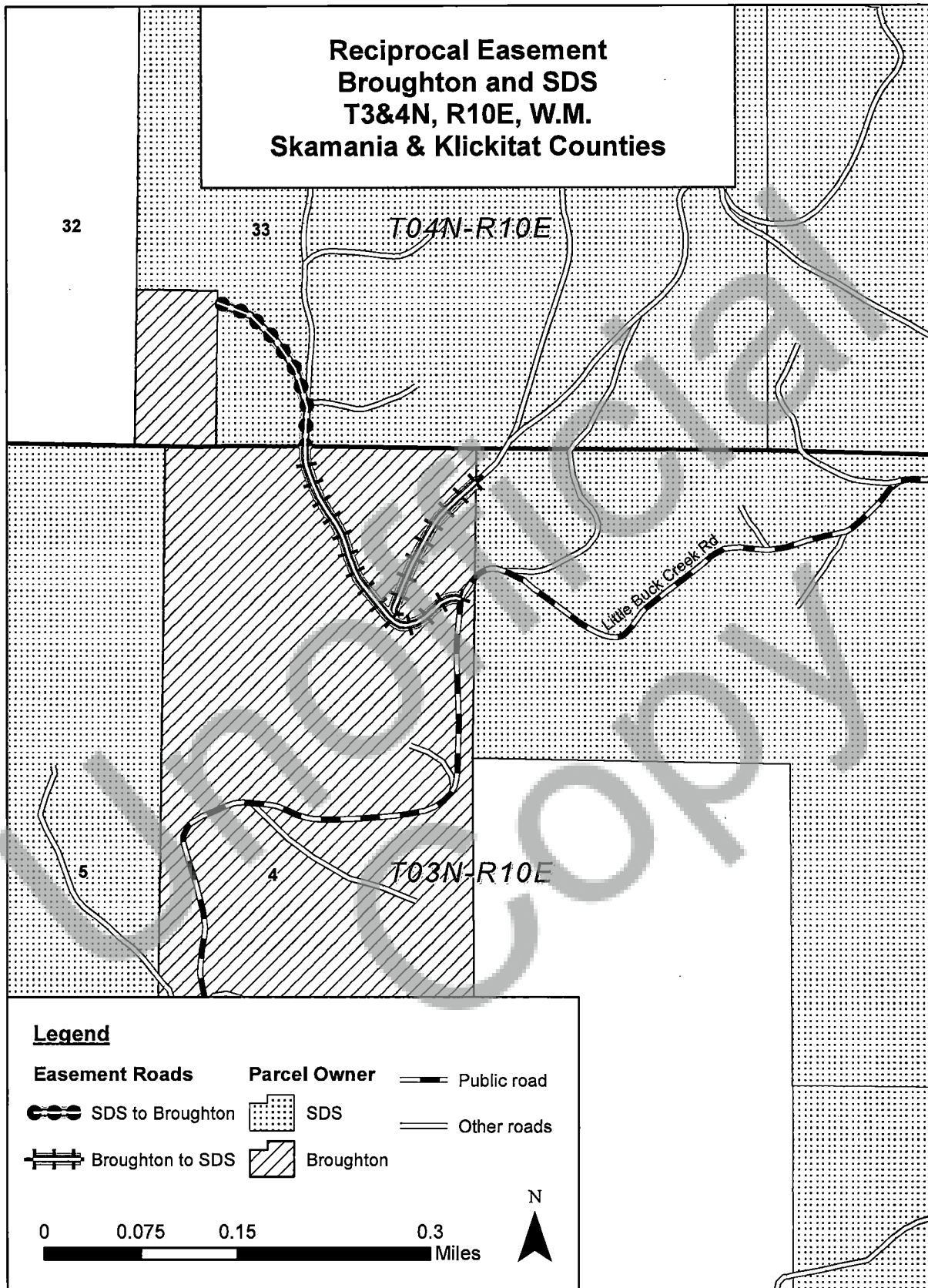


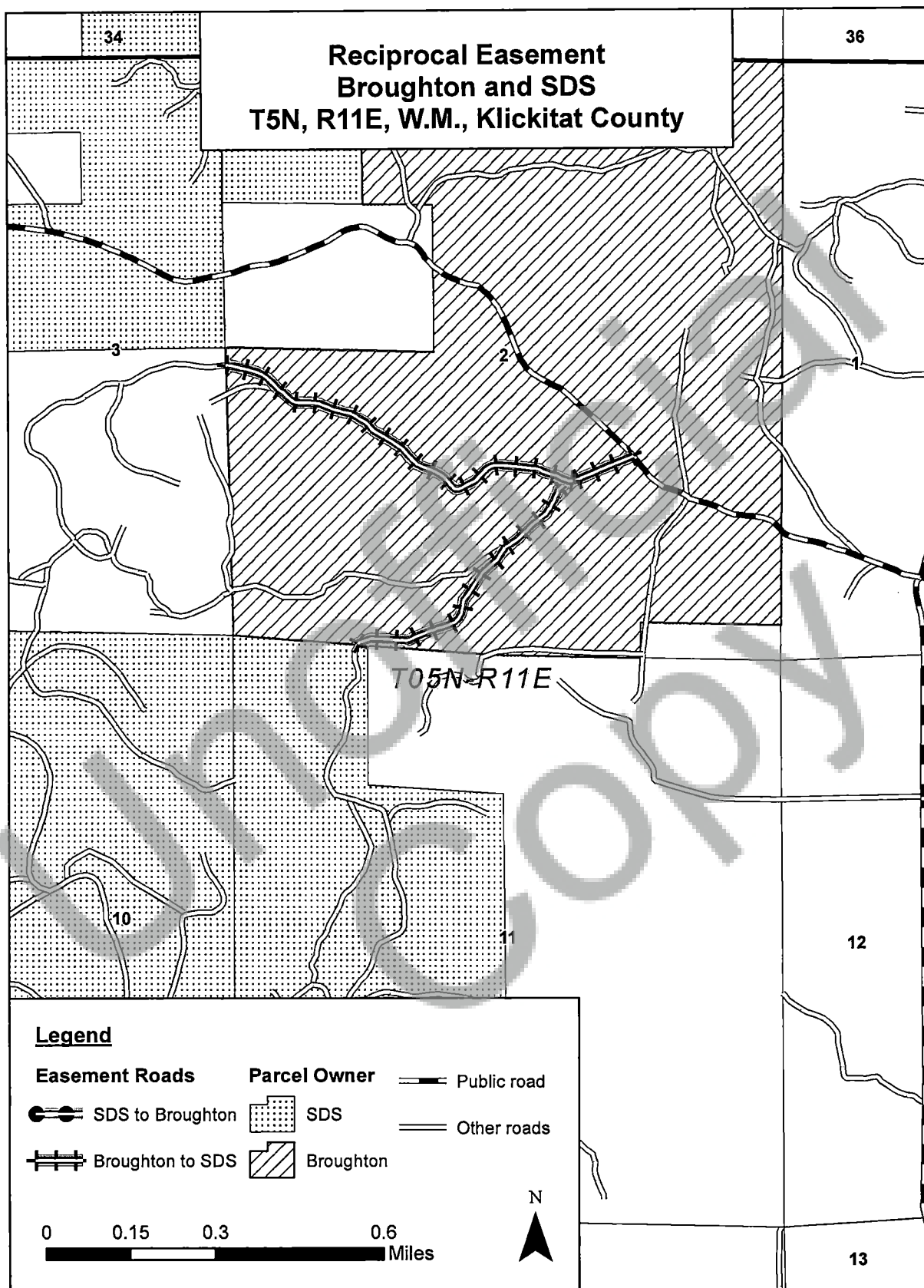


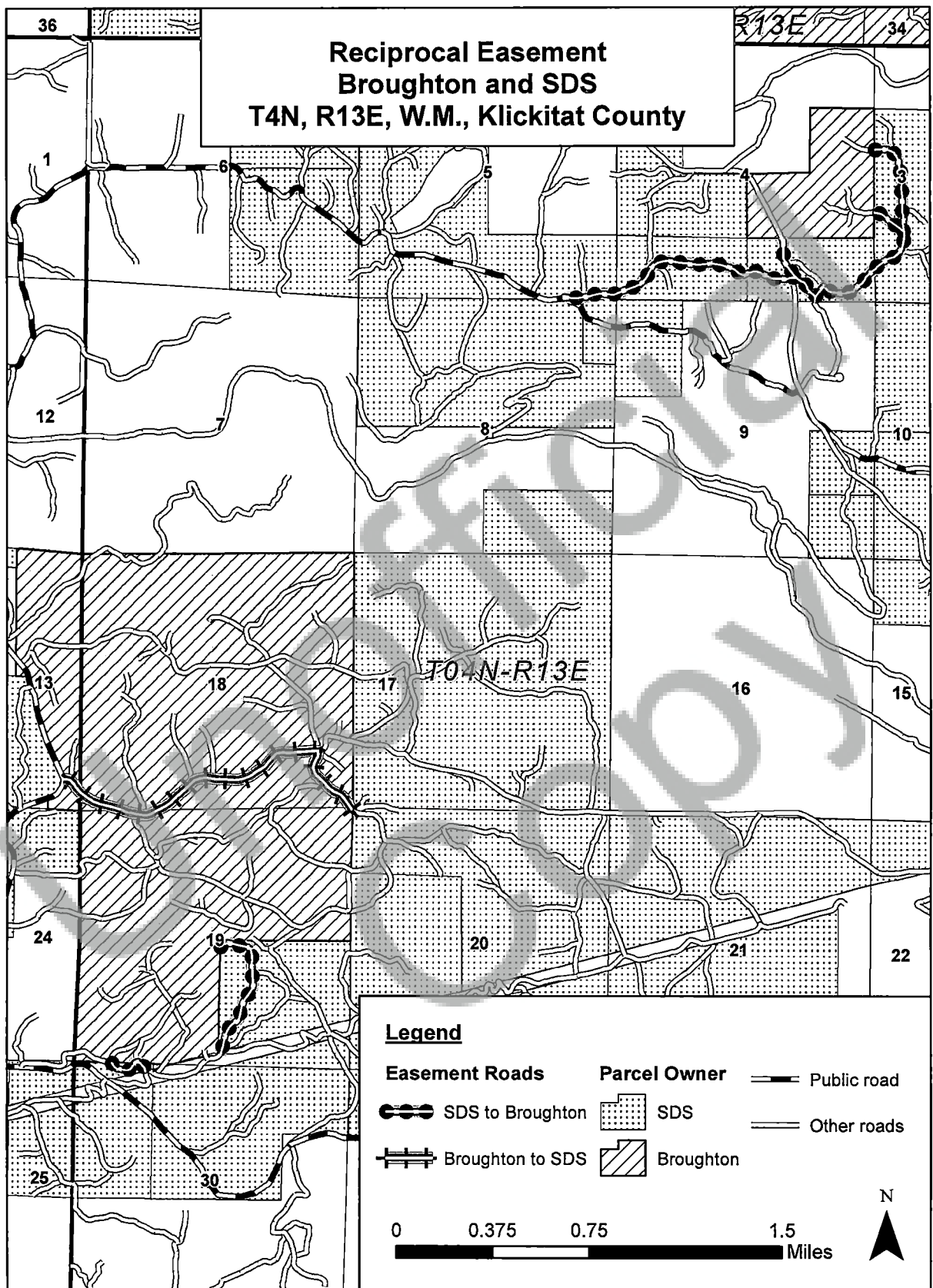




**Reciprocal Easement
Broughton and SDS
T3&4N, R10E, W.M.
Skamania & Klickitat Counties**







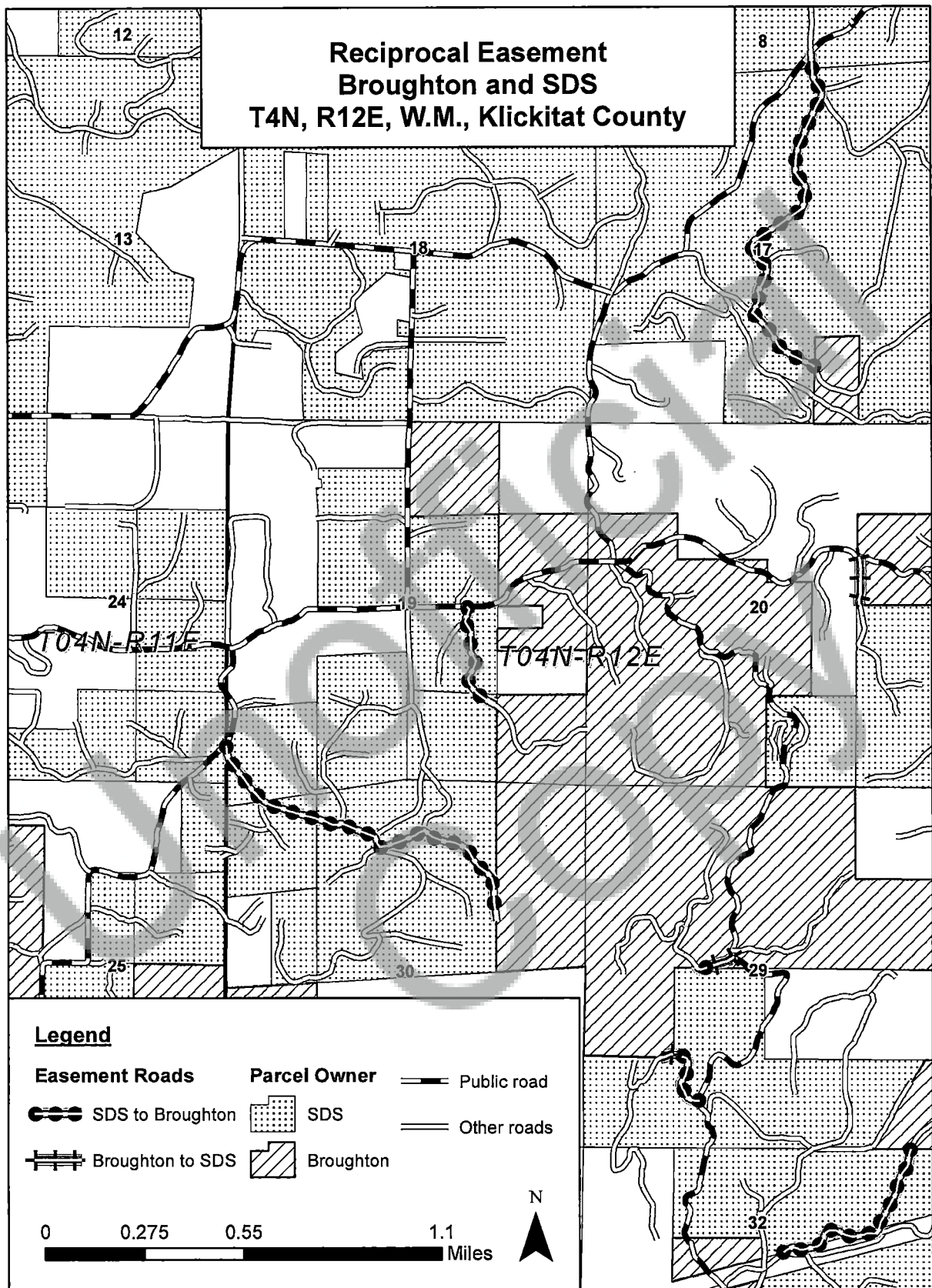


EXHIBIT B

BROUGHTON LANDS LEGAL DESCRIPTION

Township 03 North, Range 09 East, W.M., Skamania County, Washington

Section 12: Southwest Quarter of the Northeast Quarter

Section 14: Portion of the Southeast Quarter of the Southwest Quarter

Section 15: Portion of the Northeast Quarter and portion of the Northeast Quarter of the Northwest Quarter

Section 21: East Half of the Northeast Quarter

Section 22: South Half of the North Half and the Northeast Quarter of the Southeast Quarter

Township 04 North, Range 09 East, W.M., Skamania County, Washington

Section 14: Southwest Quarter

Township 03 North, Range 10, East, W.M., Skamania County, Washington

Section 4: Lot 4

Section 7: Southeast Quarter of the Northwest Quarter and the East Half of the Southwest Quarter

Section 18: Northwest Quarter and portion of the Northwest Quarter of the Southwest Quarter

Township 05 North, Range 11, East, W.M., Klickitat County, Washington

Section 2: Southwest Quarter and the West Half of the Southeast Quarter

Township 04 North, Range 12, East, W.M., Klickitat County, Washington

Section 13: Portion of the Southeast Quarter of the Southeast Quarter

Section 20: Southeast Quarter of the Northeast Quarter

Section 29: Southeast Quarter of the Northwest Quarter and the Northwest Quarter of the Southwest Quarter

Township 04 North, Range 13, East, W.M., Klickitat County, Washington

Section 18: Southeast Quarter, Southeast Quarter of the Southwest Quarter, and Lot 4

Section 19: Lot 1, the Northeast Quarter of the Northwest Quarter and the Northeast Quarter of the Northeast Quarter

EXHIBIT B



EXHIBIT C

SDS LANDS LEGAL DESCRIPTION

Township 03 North, Range 09 East, W.M., Skamania County, Washington

Section 15: North Half of the North Half of the Northeast Quarter of the Northwest Quarter and the North Half of the Northwest Quarter of the Northwest Quarter of the Northeast Quarter

Section 23: North Half of the Northwest Quarter; the Southeast Quarter of the Northwest Quarter; the Northeast Quarter of the Southwest Quarter; and portion of the Northwest Quarter of the Southeast Quarter

Township 04 North, Range 09 East, W.M., Skamania County, Washington

Section 15: South Half of the Southeast Quarter

Township 03 North, Range 10 East, W.M., Skamania County, Washington

Section 6: East Half of the Southwest Quarter and the Southwest Quarter of the Southeast Quarter

Section 7: West Half of the Northeast Quarter and the Southwest Quarter of the Southeast Quarter

Section 17: West Half of the Southwest Quarter

Section 18: Northeast Quarter and the East Half of the Southeast Quarter

Section 20: West Half of the Northwest Quarter

Township 04 North, Range 10 East, W.M., Klickitat County, Washington

Section 33: Portion of the Southwest Quarter of the Southwest Quarter

Township 04 North, Range 12 East, W.M., Klickitat County, Washington

Section 8: Southwest Quarter of the Southeast Quarter

Section 17: West Half of the Northeast Quarter; Southeast Quarter of the Northwest Quarter; Northeast Quarter of the Southwest Quarter; Northwest Quarter of the Southeast Quarter; and the West Half of the West Half of the Southeast Quarter

Section 19: West Half of the Southeast Quarter and Lot 4

Section 29: East Half of the Southwest Quarter

Section 30: West Half of the Northeast Quarter, Northeast Quarter of the Northwest Quarter, and Lot 1

Section 32: Portion of the Northeast Quarter



Township 04 North, Range 13 East, W.M., Klickitat County, Washington

Section 3: Southwest Quarter of the Northwest Quarter and the West Half of the Southwest Quarter

Section 4: South Half of the South Half

Section 5: Southeast Quarter of the Southeast Quarter

Section 19: Portion of the West Half of the Southeast Quarter

Section 30: Portion of Lot 1

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EXHIBIT C

1138560 EASE
02/14/2020 03:19 PM Page: 17 of 17 Fees: 119.50
Brenda Sorensen County Auditor, Klickitat County WA

