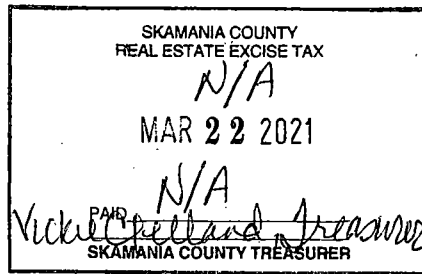




After recording, please return to:

Garry W. Kyle
2500 Scenic Dr.
Flower Mound, TX 75022



EASEMENT AGREEMENT FOR EXCLUSIVE RECREATIONAL USE OF FORESTRY LAND

The Grantor, Eric L. Eubank, hereby grants and conveys unto the Grantee, Garry W. Kyle, an exclusive Easement for recreational use of and over the real property described on Exhibit "A", which is a specific and limited portion of the Grantor's parcel. This Easement shall run with the land affixed to Grantor's and Grantee's parcels respectively in perpetuity and be subject to the Terms detailed herein.

Abbr. Legal: E ½ SE ¼ Sec. 22, T3N, R8E, W.M.

Grantor's Parcel: (Skamania Co.) #03-08-22-4-0-0100-00

jm 3/22/21

Grantee's Parcel: (Skamania Co.) #03-08-22-4-0-1801-00

Dated: This 9 ^{March 2021} day of ~~October~~, 2020

Additional Terms of the Easement:

1. **INTENT TO BECOME DEEDED TRANSFER IN RECIPROCITY.** In consideration of a similar area of land offered by Grantee to Grantor, Grantor attempted to deed this Area to Grantee through a Boundary Line Adjustment process with Skamania County Planning Dept. Whereas said Planning Dept. rejected Parties' initial proposed boundary line between their properties based on a strict application of minimum acreage zoning rules asserted to prevent the proportionate exchange of specific portions of Parties' lands, Parties believe that their initial proposed boundary line would support more efficient forestry management, consolidate their respective lands in a more centralized design with more conventional parcel shapes, and support more privacy and safety for both Parties. It is noteworthy that Parties' original boundary line proposal would not have reduced the area of either parcel below the minimum lot size currently allowed for each, but instead merely proposed an exchange of an area in a 20-acre-minimum zone for a proportionate-sized area in a 40-acre-minimum zone to affix to their respective parcels. Thus Parties, through this Easement and a reciprocal easement to be recorded at the same time, assert said practical considerations reflected in their original boundary line proposal to be paramount to said Planning Dept.'s concerns which have no actual impact on either parcel nor the community in general. Parties believe that at such time when Skamania County Planning Dept. may prioritize the practical concerns noted herein over other concerns which have no actual impact, the areas of land granted in this Easement and said reciprocal easement should be formally exchanged through another deeded boundary line adjustment, and thus make this Easement and said reciprocal easement obsolete. Exhibit "B" map is attached subsequently for illustrative purposes.

2. **PRIMARY FORESTRY USE CONTINUES; SECONDARY RECREATIONAL USE EXCLUSIVE TO GRANTEE.** The described area of this Easement is currently planted in Douglas fir-dominant timber crop, and with respect to this area the Grantee is hereby obliged to fully support Grantor's continued emphasis on timber marketability and enjoyment of preferred property tax classification through acting in accordance with a *Forestry Management Plan* supported by the Skamania County Tax Assessor. Grantee is hereby obliged to support and cooperate with any existing easements and right-of-ways previously granted by Grantor or previous owner to any other party. Subject to Grantor's continued forestry use and collaborative management protocol defined subsequently, and subject to any such pre-existing granted rights and privileges, the Grantee shall enjoy exclusive recreational use of the Easement area and shall exercise general control and management over the Easement area. Notwithstanding pre-existing forest management driveways, utility equipment or related development, and maintenance thereof, no further development shall be made within the area of Easement by either Party. No further granting of rights or resources shall be made pertaining to the Easement area which would diminish or conflict with either Party's established use of the Easement area. For the purpose of this section, installing fencing (using only wildlife-safe materials as designated by applicable building code) to aid in silvopasture tree crop techniques, adding rock/gravel layering to existing forest management driveways, and erecting non-permanent hunting blinds/stands shall not be construed as "further development."

3. **NOTIFICATIONS REQUIRED PER EXCLUSIVE RECREATIONAL USE GRANTED.** In accordance with the exclusive recreational use herein granted, neither the Grantor nor his/their agent or assign shall enter the Easement area, except under one of the following conditions: (1) in the case of the occasional need to visually monitor forest health and management needs of said area, the Grantor shall notify the Grantee in writing at least 72 hours in


advance of his/their planned visit, including a brief description of intended activities and persons involved, and including the planned time to conclude said activities; or (2) in the case of an emergency, the Grantor or agent shall audibly announce his/their intent to enter said area (using shouting, a whistle and/or airhorn when available) prior to entering and while located in said area. In such case of emergency, the Grantor shall also notify the Grantee in writing of entering said area, in advance if practical, otherwise as soon as possible in the course of the emergency situation, including time-frame of the emergency visit, persons involved, and nature of the emergency.

4. COLLABORATIVE FOREST MANAGEMENT, GRANTEE'S DISCRETION TO IMPLEMENT. At various stages of forest crop development within the Easement area, the Grantee shall have the option to implement appropriate practices in support of marketable development of Grantor's trees. The Grantee may thin brush and non-marketable trees in said area at Grantee's discretion, deferring to Grantor's determination of which trees shall be allowed to mature. It is expected that Parties will initiate informal collaboration regarding thinning and harvesting to improve upon this system; as said reciprocal easement agreement should create mutual initiative for Parties to responsibly steward the respective easement area granted to them. The following procedure is established in the event Parties require more structure and/or cannot agree to informal collaboration. To further reduce fire risk, the Grantor may elect to have additional brush and non-marketable trees thinned within said area. In such case and if Parties cannot agree otherwise, the Grantor shall inform the Grantee in writing of such decision including as much specificity as Grantor requires pertaining to thinning required, and the Grantor shall give the Grantee at least 90 days to begin and 120 days to complete said additional thinning and disposition of thinned materials. Said written notice shall include specific dates that conclude these 90 and 120-day periods. Upon the conclusion of said 90-day period, if the Grantee has not begun said thinning work, the Grantor (or his/their agent) may implement said additional thinning work at Grantor's expense by following the 72-hour notification process otherwise detailed in Section 3.

5. COLLABORATIVE TIMELY HARVESTING OF GRANTOR'S TIMBER. As Parties hope that said reciprocal easement areas may be formally exchanged via another boundary line adjustment process prior to maturity of the current timber crop (which is approximately 16 years old in 2020), the following procedure is specified in the unlikely event this Easement is still in effect at that time. At his/their discretion the Grantor shall inform the Grantee in writing of his/their intent to harvest timber within the Easement area, including details about which trees are to be harvested. As otherwise set forth in Section 3, the Grantee shall have the option to fell the selected trees and prepare them for transportation, and if the Grantee so opts, the Grantor shall give the Grantee at least 90 days to begin and 145 days to complete said harvesting, preparing and staging. Notification regarding such shall be made as otherwise set forth in Section 4. If Grantee opts not to or fails to so prepare selected trees for transport during said time period, the Grantor shall have the option to complete such in a manner chosen by Grantor at Grantor's expense. Managing the land after harvest, including replanting, shall occur in accordance with Section 3.

6. WRITTEN NOTIFICATION PROCEDURE. Where required herein, written notifications shall be made via U.S Mail or reputable courier. If Parties establish prior reciprocated communication through electronic mail, then notifications required herein may be made via electronic mail.

It is the intent of the Grantor to transfer said exclusive recreational use and de-facto control of the described minor portion of Grantor's parcel unto the Grantee, in reciprocity with the Grantee reflected in a separate easement (to Grantor) affixed to a proportionate area of land owned by the Grantee, whereas the parties have recently been administratively prevented from their desired deeded exchange of said areas.

 3/22/2021
Signature of Grantor, Eric L. Eubank / date

NOTARY ACKNOWLEDGMENT FOR GRANTOR

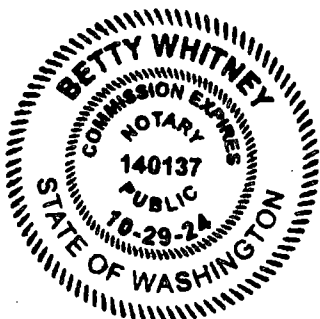
Washington
State of ~~Kentucky~~)
Shamania
County of ~~McCracken~~)

I certify that I know or have satisfactory evidence that Eric L. Eubank is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Subscribed to before me this 22 day of March, 2021

Notary Public Signature:


My appointment expires: 10-29-24




Signature of Grantee (Garry W. Kyle / date

NOTARY ACKNOWLEDGMENT FOR GRANTEE

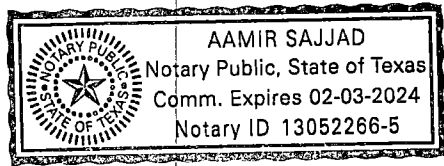
State of Texas.)
County of Deuton.)

I certify that I know or have satisfactory evidence that Garry W. Kyle is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Subscribed to before me this 9 day of ~~December~~ ^{March}, 2020 ²¹

Notary Public Signature: 

My appointment expires: 2/3/24



Map for illustration purposes only

Exhibit A

(Eubank grants Easement to Kyle)

A tract of land lying in the East 1/2 of the Southwest 1/4 of Section 22, Township 3 North, Range 8 East, Willamette Meridian, Skamania county, Washington, being more particularly described as follows:

Beginning with a point which is upon the North line of said East 1/2 of the Southeast 1/4 and which is 407.43 feet to the East (North 88°06'13" East) of the Northwest corner of said East 1/2 of the Southeast 1/4; thence North 88°06'13" East 558.14 feet along said North line; thence leaving said North line parallel with the East line of said East 1/2 of the Southeast 1/4, South 00°11'31" East 553.76' to the intersection with the line between the Small Woodland GMA (3) 20 and small Woodland GMA at 3:40 zones; thence on said Zone line, North 71°19'32" West 70.49 feet; thence North 76°16'51" West 287.67 feet; thence North 70°05'18" West to a point which is 407.36 feet to the East of the West line of said East 1/2 of Southeast 1/4 and upon said Zone line, thence leaving said Zone line, parallel with the West line of said East 1/2 of the Southeast 1/4, Northward to the point that is the beginning.

