Skamania County, WA Total:\$218.50 EASE

2022-001996

09/28/2022 02:33 PM

Request of: RAYONIER INC.

00014393202200019960160169

**AFTER RECORDING MAIL TO:** 

Rayonier Inc. Attn: Land Records 1 Rayonier Way Wildlight, FL 32097 SKAMANIA COUNTY REAL ESTATE EXCISE TAX

> 36348 SEP **2 8** 2022

MSAN \$173.99

MSAN OTOTAL PLANTS

SKAMANIA COUNTY TREASURER

**EASEMENT** 

**Grantor:** 

POPE RESOURCES, A Delaware limited partnership

Grantee:

THE NORTH WOODS ASSOCIATION

**Abbreviated Legal Description:** 

Encumbered:

PTNS NW 1/4, SW 1/4, S. 25 T 7N R6E, W.M.

Benefitted:

GVT LOTS 4 & 8 BK 52, PG 23

For Full Legal Descriptions see Exhibits A, A-1 and C

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

Encumbered: 07062500080000; 07062500100000

Benefitted: 07062600050000

Reference to Related Documents: N/A

## STATE OF WASHINGTON COUNTY OF SKAMANIA

## EASEMENT

THIS NON-EXCLUSIVE PERPETUAL EASEMENT AGREEMENT ("Easement Agreement") is made and entered on this \_\_\_\_\_ day of August, 2022, by and between POPE RESOURCES, a Delaware limited partnership, whose mailing address is c/o Rayonier Law Department, 1 Rayonier Way, Wildlight, FL 32097, (hereinafter "GRANTOR") to and in favor of THE NORTH WOODS ASSOCIATION, a Washington nonprofit corporation, authorized to do business in Washington, with a business address at 2508 NW 113th Street, Vancouver, Washington 98685 (hereinafter "GRANTEE").

WITNESSETH THAT GRANTOR, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the adequacy and receipt of which are acknowledged, hereby grants, sells, and conveys to GRANTEE, its successors and assigns, and its agents, employees, licensees and contractors (hereinafter, "PERMITTEES"), a nonexclusive perpetual easement for ingress and egress to, and for the construction, installation, maintenance, repair, replacement, and use of an unpaved road that connects to, an existing road right of way that provides access to the North Woods Property (defined below), subject to the herein stated terms and conditions, which easement is hereinafter referred to as the "Easement Premises" and is more particularly described or depicted as follows:

SEE EXHIBIT A and as depicted on EXHIBITS B-1 and B-2, attached hereto and by reference is made a part hereof.

The dominant tenement, to which this easement is appurtenant, is hereafter referred to as the "dominant tenement" and is more particularly depicted as follows:

**SEE EXHIBIT** C, described as "North Woods Property," located in GVT LOTS 4 & 8 BK 52, PG 23, attached hereto and by reference is made a part hereof.

**THIS GRANT** is made upon the following terms:

## 1. USE.

(a) The easement herein granted consists of the right of GRANTEE and its PERMITTEES to use an existing roadway located on the Easement Premises twenty-five (25) feet in width for access to adjacent property owned by GRANTEE, including the construction,

operation and maintenance of a water pipeline, catch basins and storage tank, over and across GRANTOR's property described on EXHIBIT A and A-1. All lines shall be buried underground at a depth of no less than 3 feet and Grantee shall not place any line on the ground surface. The waterline shall be marked ever two hundred (200) feet by visible warning signs located off to the side of the road. Grantee shall not construct any fence or other obstruction which would interfere with Grantor's right, as reserved herein, to cross and re-cross the Easement Premises.

- (b) This easement is non-exclusive, and GRANTOR reserves the right to use or authorize others to use the Easement Premises in any manner not inconsistent with or which will not unreasonably interfere with the use of the Easement Premises by GRANTEE for the purposes set forth herein. Each party shall use the rights granted and reserved by this Easement Agreement with due regard to the rights of the other party and permitted users to use and enjoy the Easement Premises.
- (c) GRANTOR will maintain the Easement Premises at a standard no less than the standards existing at the time the use commenced only in such instances when it hauls timber over the Easement Premises. At all other times, GRANTEE shall maintain the Easement Premises to a standard no less than standards existing at the execution of this easement and up to the forest practice standards set forth in WAC 222-24-050 as now written or hereafter amended. During periods when more than one party (including its permittees), is using the Easement Premises, the parties shall meet and establish necessary maintenance provisions. Such provisions shall include, but not be limited to, that the Easement Premises will be maintained to meet forest practice standards set forth in WAC 222-24-050 as now written or hereafter amended.

For the purposes of this Easement Agreement, maintenance is defined as the work normally necessary to preserve and keep the Easement Premises as nearly as possible in its present condition or as hereafter improved.

- (d) Each party using any portion of a Easement Premises shall repair or cause to be repaired, at its sole cost and expense, that damage to the Easement Premises occasioned by it which is in excess of that which it would be caused through normal and prudent usage of the Easement Premises. Should inordinate damage to the Easement Premises occur which is not caused by an authorized user of the Easement Premises, the parties hereto shall meet to agree on the cost of replacement and the shares of replacement cost to be borne by each user of the Easement Premises.
- (e) Unless the parties hereto agree in writing to share the cost of improvements in advance of such improvements being made, said improvements shall be solely for the account of the improver.
- (f) This grant does not create or convey any rights whatsoever to the public to use the easement, nor grant or convey to GRANTEE or its PERMITTEES any right or capability to dedicate to the public all or any portion of any right or rights in this easement or in the Easement Premises.

- (g) Neither party shall obstruct the Easement Premises or otherwise interfere with the other party's right to use the Easement Premises. GRANTOR may install locked gates across the Road but will provide GRANTEE either with a key or the opportunity to place GRANTEE's own lock on the gates.
- (h) GRANTEE and its PERMITTEES <u>shall</u> at all times (i) comply with all applicable laws and regulations regarding the use of the Easement Premises, and (ii) keep all gates at the entrance point and exit point of the Easement Premises, and at any cross fences that cross the Easement Premises, in the position (whether open or closed) found on arrival and securely fastened, as necessary.
- 2. RIGHT-OF-WAY TIMBER. GRANTOR hereto reserves all timber now on or hereafter growing within said right of way on its lands. GRANTEE shall have the right to cut timber upon the Easement Premises to the extent necessary for constructing, reconstructing, and maintaining the Easement Premises upon written notice to GRANTOR. Timber so cut shall, unless otherwise agreed to, be cut into logs of lengths specified by GRANTOR and decked along the Road.
- 3. INSURANCE. Before using the Easement Premises, GRANTEE and any PERMITTEES shall:
- (a) Obtain and keep in force at all times during the use of or operations on the Road hereunder the liability insurance policies described in this Section 3. All insurance carried by GRANTEE and/or any PERMITTEES shall be primary and non-contributory and written by a carrier with an A.M. Best Rating of A-, VII on an occurrence basis. The limits of insurance, which may be increased by mutual agreement of both parties, as deemed necessary, shall not be less than as follows:
  - (1) Commercial General Liability (CGL) insurance with a limit of not less than \$1,000,000 per occurrence for bodily injury and property damage and \$2,000,000 aggregate for bodily injury and property damage;
  - (2) Business Auto Liability (BAP) insurance with a combined single limit of not less than \$1,000,000, with such insurance covering liability arising out of "Any Auto".
- (b) Deliver to GRANTOR a certificate from GRANTEE or, as applicable, PERMITTEES' insurer certifying that **Rayonier Inc.**, its subsidiaries, and subsidiaries thereof, is named as additional insured on the policies, 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 GRANTOR thirty (30) days' written notice prior to cancellation or modification. Please email copies of certificates to GRANTOR and include the following certificate holder language:

## **Certificate Holder**

Rayonier Inc., its subsidiaries and subsidiaries thereof

## 1 Rayonier Way Wildlight, FL 32097

- 4. ADDITIONS TO TENEMENTS. This easement is also appurtenant to any lands that may hereafter come into common ownership with the dominant tenement, that are contiguous to the dominant tenement, and do not otherwise have access to a public right of way.
- 5. **DURATION**. All provisions of this Easement Agreement, including the benefits and burdens, run with the land and are binding upon and inure to the heirs, successors, assigns, tenants and representatives of the parties hereto. Wherever the term GRANTOR or GRANTEE may be used in this instrument, the term shall include the heirs, successors or assigns of the respective party, and shall not be construed to be solely a personal covenant of the named party.
- 6. TITLE. GRANTOR makes no warranty as to title in and to the Easement Premises, and grants only so much right, title or claim of interest in and to the Easement Premises as GRANTOR may in fact hold as of the date of this easement grant. This grant is subject to any easements, restrictions, covenants and/or reservations of record.
- 7. HOLD HARMLESS/INDEMNIFICATION. GRANTEE will indemnify, defend and hold GRANTOR harmless from and against, and shall compensate and reimburse GRANTOR for, any and all claims, actions, suits, demands, penalties, fines, losses, judgments, damages or liabilities of every nature and description, including all reasonable attorneys' fees and costs, arising out of, or in any way relating to the activities, uses, acts or omissions of GRANTEE under this Easement Agreement, except to the extent caused by the negligence or willful misconduct of GRANTOR.
- **8. ASSUMPTION OF RISK.** GRANTOR makes no warranty or representation as to the condition, safety, or suitability of the Easement Premises for GRANTEE's use. GRANTEE individually and on behalf of its PERMITTEES, expressly assumes all risks relating to use of the Easement Premises. GRANTEE understands and agrees that GRANTOR would not enter into this Easement Agreement without an express assumption of all risks by GRANTEE.
- 9. REAL ESTATE EXCISE TAXES. GRANTOR shall pay any real estate excise taxes due, if any, in connection with the making of this Easement Agreement. Upon the execution of this Easement Agreement, GRANTOR and GRANTEE shall prepare and execute a complete and accurate real estate excise tax affidavit relating to this Easement Agreement for filing with Skamania County, Washington, upon the recording of this Easement Agreement.
- shall not interfere or protest GRANTOR's zoning, environmental and other site approvals, and/or development applications and agrees to give reasonable cooperation to GRANTOR in obtaining all zoning, environmental and other site development approvals necessary for GRANTOR to develop its property. GRANTEE agrees to execute all necessary documents, to allow GRANTOR to submit such applications, permit requests, site plan applications and other documents as GRANTOR may reasonably request for submittal to any Governmental Authorities. Further,

GRANTEE shall not interfere with or protest GRANTOR's forest management or silvicultural activities, including but not limited to the application of herbicides.

- 11. **RELEASE**. This Easement Agreement may be cancelled, terminated, and released by either:
- (a) The execution and recording by GRANTEE, its successors or assigns, of a release in the form of a quitclaim of this easement, which may be delivered to GRANTOR, or GRANTOR's successors in title to the servient tenement, at her/its last known address(es) as maintained in the records of the County Tax Assessors/Property Appraiser of Skamania County, Washington, whereupon this easement shall terminate. For convenience, such abandoning instrument may run to the "owner or owners and all parties interested" in the Easement Premises.
- (b) The offer by GRANTOR, or GRANTOR's successor or assigns, of the Easement Premises by dedication to the public as a roadway, which when accepted shall automatically terminate this easement.
- (c) At such time that GRANTEE ceases to use this easement for two (2) years for the purposes specified herein.

[Signatures and acknowledgement of following pages.]

IN WITNESS WHEREOF THIS EASEMENT grant has been executed by GRANTOR this day of \_\_\_\_\_\_\_, 2022, and shall become effective upon GRANTEE's execution of the Acceptance attached hereto.

POPE RESOURCES, a Delaware limited partnership

By: Mark R. Bridwell

Its: Vice President and Corporate Secretary

STATE OF FLORIDA )
) ss.
COUNTY OF NASSAU

On this Lot day of August, 2022, before me, the undersigned, a Notary Public in and for the State of Florida duly commissioned and sworn, personally appeared Mark R. Bridwell, to me known to be the Vice President and Corporate Secretary 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.

NOTARY PUBLIC in and for the State of Florida My commission expires April 3, 2022

Commission # GG 203108

ANNA MICHELLE VANDEREN
Commission # HH 233430
Expires April 3, 2026

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THE FOREGOING EASEMEN	
2022, pursuant to the terms and conditions	contained therein.
	A*.   1 *
	THE NORTH WOODS ASSOCIATION,
	a Washington Nonprofit corporation
	Cilland
	By: / //////////////////////////////////
_	Name: Collin Farrell
	As Its: Precident
	11/1/1/11
STATE OF WASHINGTON }	
$\mathcal{M}_{(A)}$ } ss.	
County of Lewis (MWL)	
	(B) (D G 1024)
I certify that I know or have satisfa	
	HE NORTH WOODS ASSOCIATOIN, a Washington
	opeared before me, and said person acknowledged that
purposes mentioned in this instrument.	ged it to be her free and voluntary act for the uses and
purposes mentioned in this institution.	
DATED: MANST 1 2000	11
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9	
Annual Commence of the Commenc	Print Name: (1)(M) Y)(M) V40
CHERYL MONAHAN	NOTARY PUBLIC in and for the State of
NOTARY PUBLIC #67276	Washington Museum
STATE OF WASHINGTON	Residing at VWUV
COMMISSION EXPIRES	My appointment expires: (C90)3
JUNE 9, 2023	0
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#### **EXHIBIT A**

## **Legal Description of Easement Premises**

All portions of the following described area lying within parcels owned by Pope Resources as conveyed by the deed recorded under Auditors File No. 2016002254, records of Skamania County and lying in the Northwest quarter and the Southwest quarter of Section 25, Township 7 North, Range 6 East of the Willamette Meridian, in Skamania County, Washington, said area being described as follows:

COMMENCING at the Northwest corner of said Southwest quarter of Section 25;

THENCE North 00°01'20" West along the West line of said Northwest quarter of Section 25 a distance of 20,12 feet;

THENCE North 89°58" 40" East 378.56 feet to the TRUE POINT OF BEGINNING;

THENCE South 36°39'16" East 14.52 feet to a point on a 125.00 foot radius curve to the right;

THENCE around said 125.00 foot radius curve to the right 120.38 feet;

THENCE South 18°31'23" West 20.69 feet, more or less, to the North line of that tract conveyed by deed to Pope Resources described as PARCEL X: 07-06-25-0-0-1000-0 recorded under Auditor's File No. 2016002254, records of Skamania County and to a point hereinafter referred to a "Point A";

THENCE South 20°39'34" West 190.54 feet to an angle point;

THENCE South 33°12'32" West 41.25 feet to a point on a 80.00 foot radius curve to the left;

THENCE around said 80.00 foot radius curve to the left 84.96 feet;

THENCE South 27°38'24" East 40.02 feet to a 90.00 foot radius curve to the right:

THENCE around said 90.00 foot radius curve to the right 95.03 feet;

THENCE South 32°51'32" West 65.80 feet to a 175.00 foot radius curve to the right;

THENCE around said 175.00 foot radius curve to the right 161.82 feet;

THENCE South 86°00'00" West 148.31 feet to the West line of said Southwest quarter of Section 25 at a point 689.94 feet Southerly from the Northwest corner of said Southwest quarter of Section 25;

THENCE South 00°06'56" East along said West line 25.05 feet to the Southwesterly projection of the North line of that tract conveyed by deed to Skamania County Fire Protection District No. 6, recorded under Auditor's Book 128, Page 525, records of Skamania County;

THENCE North 86°00'00" East along said Southwesterly projection and said North line 150.01 feet to a 200.00 foot radius curve to the left;

THENCE along said North line and around said 200.00 foot radius curve to the left 185.00 feet;

THENCE along said North line North 32°51'32" East 65.81 feet to a 115.00 foot radius curve to the left:

THENCE, leaving said North line, and around said 115.00 foot radius curve to the left 121.43 feet:

THENCE North 27°38'24" West 40.02 feet to 55.00 foot radius curve to the right;

THENCE around said 55.00 foot radius curve to the right 58.41 feet:

THENCE North 33°12'32" East 44.00 feet;

THENCE North 20°40'05" East 199.59 feet to a point which bears South 83°28'41" East 25.81 feet from the point heretofore referred to as "Point A";

THENCE South 83°28'41" East along the North line said Pope Resources Parcel X 25.25 feet to an angle point;

THENCE North 47°33'40" East along said North line 95.10 feet;

THENCE leaving said North line, North 33°22'56" West 128.60 feet;

THENCE North 79°42'50" West 35.45 feet to a point which bears North 53°20'46" East from the TRUE POINT OF BEGINNING;

THENCE South 53°20'46" West 44.39 feet to the TRUE POINT OF BEGINNING.

The purpose of this easement is to describe a water facilities site, access to the site and all improvements appurtenant to a water system being used by Skamania County Fire District No. 6.



#### Exhibit A-1

# Legal Description of Servient Tenement (Encumbered) Pope Resources Property

### Tax Assessor Parcel 07-06-25-0-0-0800-00

A tract of land located in a portion of the Northwest Quarter and the Southwest Quarter of Section 25, Township 7 North, Range 6 East, Willamette Meridian, Skamania County, Washington, more particularly described as follows:

Beginning at the Southwest corner of said Northwest Quarter of Section 25;

Thence North 00°29'27" East along the West line of said Northwest Quarter for a distance of 611.79 feet:

Thence South 89°30'33" East for a distance of 194.99 feet;

Thence North 18°05'41" East for a distance of 21.77 feet;

Thence North 64°59′51" East for a distance of 80.54 feet;

Thence North 71°09'30" East for a distance of 105.41 feet;

Thence North 60°57′41" East for a distance of 275.52 feet:

Thence North 70°01'45" East for a distance of 142.39 feet;

Thence North 77°43'10" East for a distance of 251.50 feet;

Thence North 55°58'18" East for a distance of 108.63 feet;

Thence North 74°08'03" East for a distance of 231.91 feet;

Thence South 08°16'00" East for a distance of 92.90 feet;

Thence South 19°45'32" West for a distance of 54.78 feet;

Thence South 11°40'35" West for a distance of 124.18 feet;

Thence South 01°25'57" East for a distance of 78.33 feet;

Thence South 20°20'08" East for a distance of 65.99 feet;

Thence South 47°33'40" West for a distance of 1162.98 feet;

Thence North 83°28'41" West for a distance of 164.00 feet;

Thence North 38°15'42" West for a distance of 140.00 feet;

Thence North 89°15'42" West for a distance of 200.00 feet to the True Point of Beginning.

### Tax Assessor Parcel 07-06-25-0-0-1000-00

A tract of land located in a portion of the Northwest Quarter and the Southwest Quarter of Section 25, Township 7 North, Range 6 East, Willamette Meridian, Skamania County, Washington, more particularly described as follows:

Beginning at the Southwest corner of said Northwest Quarter of Section 25;

Thence South 89°15'42" East for a distance of 200.00 feet;

Thence South 38°15′42" East for a distance of 140.00 feet to the True Point of Beginning;

Thence South 83°28'41" East for a distance of 164.00 feet;

Thence North 47°33′40″ East for a distance of 1162.98 feet:

Thence South 20°20'08" East for a distance of 84.89 feet;

Thence South 01°46′54" East for a distance of 252.94 feet: Thence South 17°36′56" West for a distance of 142.93 feet; Thence South 01°47′28" West for a distance of 83.88 feet; Thence South 26°34'49" East for a distance of 111.32feet: Thence South 36°53'07" East for a distance of 133.13 feet; Thence South 51°30'05" East for a distance of 187.31 feet; Thence South 34°14′00" East for a distance of 152.79 feet; Thence South 71°25′16" West for a distance of 573.49 feet; Thence South 88°36'14" West for a distance of 190.53 feet; Thence North 77°06'32" West for a distance of 241.57 feet; Thence South 60°26′18" West for a distance of 102.58 feet; Thence South 0°10'29" West for a distance of 98.49 feet: Thence South 04°34′38" East for a distance of 15.21 feet; Thence South 85°09'02" West for a distance of 97.00 feet; Thence North 53°09'51" West for a distance of 106.13 feet; Thence North 89°30′33" West for a distance of 21.32 feet; Thence South 33°36'23" West for a distance of 71.12 feet;

Thence along the arc of a 200.00 foot radius curve to the right for an arc distance of 185.00 feet, through a central angle of 52°59′55″, the radius of which bears North 55°51′57″ West, the long chord of which bears South 60°06′26″ West for a chord distance of 178.47 feet;

Thence South 83°36'23" West for a distance of 3.60 feet;

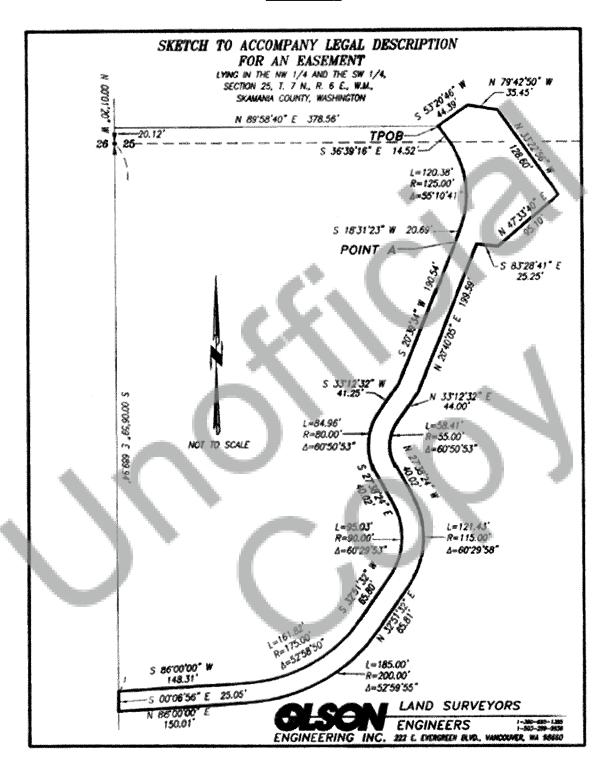
Thence North 40°44'18" East for a distance of 248.870 feet;

Thence North 29°15'42" West for a distance of 150.00 feet;

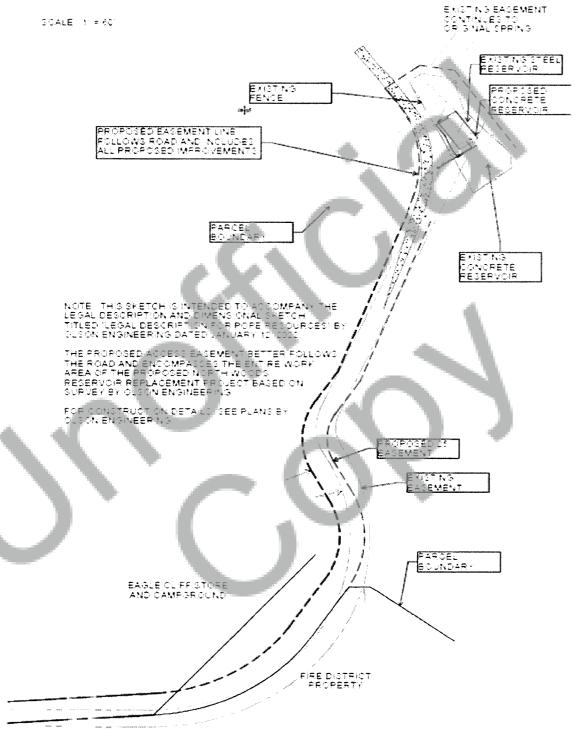
Thence North 13°44'18" East for a distance of 240.00 feet;

Thence North 00°44'18" East for a distance of 50.00 feet to the True Point of Beginning.

## Exhibit B-1



## Exhibit B-2



## Exhibit C

Dominant Tenement (Benefitted)
(Owned by the State of Washington and leased by The North Woods Association)

That certain subdivision within government lots 4 and 8, Section 26, Township 7 North, Range 6 East, Willamette Meridian, Skamania County, Washington, known as Northwoods.