

EASEMENT

792751

THIS AGREEMENT, dated Feb 13, 1973, between DEWEY SMITH and DOROTHY SMITH, his wife, of Hamilton, Washington, hereinafter referred to as "the Smiths", and GEORGIA-PACIFIC CORPORATION, a Georgia corporation, whose mailing address is P.O. Box 1236, Bellingham, Washington, 98225, hereinafter referred to as the "Corporation", by which each of the parties grants to the other an easement over lands hereinafter described in accordance with the following terms and conditions:

The Smiths herewith grant to the Corporation a permanent non-exclusive easement over and upon the existing roads on lands owned by the Smiths in the east half of the northwest quarter of Section 18, Township 35 North, Range 8 East, W.M., Skagit County, Washington, as shown on the map attached hereto marked Exhibit "A".

The Corporation herewith grants to the Smiths a permanent non-exclusive easement over and upon existing roads on lands owned by the Corporation in the west half of the southeast quarter, the northeast quarter of the southeast quarter, and the east half of the southwest quarter, in Section 18, and the south half of the northwest quarter of Section 17, all in Township 35 North, Range 8 East, W.M., Skagit County, Washington, also as shown on the map attached hereto marked Exhibit "A", which is by this reference made a part hereof.

The parties hereto agree that the rights hereinabove granted by one party to the other shall be subject to the following terms and conditions:

1. The easement rights hereinabove conveyed are for the purpose of use, maintenance, and reconstruction of the existing roads for the purpose of hauling and removing forest products and other valuable materials from, and of providing access to, lands now owned or hereafter acquired by the parties, and for purposes of land management and other administrative activities in connection therewith.

2. Each party reserves for itself the timber which may now or hereafter be growing upon the easements herein granted by the party.

Official Records

792751

3776
OCT 31 1973
Edward M. Jensen, Co. Clerk
By D. J. [Signature]

3777
OCT 31 1973
Edward M. Jensen, Co. Clerk
By D. J. [Signature]

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3. Each party reserves for itself, its successors and assigns, the right at all times to go upon said roadways and to cross and re-cross the same on grade and to otherwise use said easements or roadways constructed thereon in a manner that will not unreasonably interfere with the rights herein granted to the other party. Each party may grant to third parties, upon such terms as it may select, any and all of the rights reserved for said party herein, provided that any use by third parties shall not interfere with the rights reserved or granted to the other party hereto.

4. Each party hereto may grant such rights to its contractors, licensees, purchasers of timber or other valuable materials, and its agents or permittees to exercise rights reserved by or granted to the party hereto.

5. Cost of road maintenance shall be shared based on the respective use made of said roads by each party. During periods when the roads are being used solely by one party, such party shall maintain that portion of the road being used to the road standard existing at the beginning of such use. Each party so using any portion of the road shall repair or have repaired at its sole cost and expense any damage occurring to the road which shall be in excess of that which would be caused through normal and prudent use of said road.

6. Each party hereto shall require each of his permittees, before using any of the road on the lands of the other party hereto, to:

- A. Secure and maintain liability insurance in the amount of \$100,000/\$300,000 and property damage insurance in the amount of \$100,000, in a form satisfactory to Owner, covering its operations over and upon said road.
- B. Deliver to each party hereto a certificate from the insurer of said permittee certifying that coverage in not less than such amount 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.

7. In addition, all parties agree to comply with all applicable rules and regulations by the owner of the land in connection with use of roads thereon, which rules and regulations shall be formulated so as to apply equally to all operators utilizing the road system.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed the day and year indicated above.

GEORGIA-PACIFIC CORPORATION
Bellingham Division

Vice President

Dewey Smith

Dorothy Smith

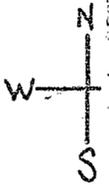
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GEORGIA-PACIFIC CORPORATION
BELLINGHAM DIVISION
SKAGIT COUNTY



OPERATION

SEC. 17 & 18

T. 35 N.

R. 8 E.

SCALE 4 INCHES = 1 MILE

DATE _____

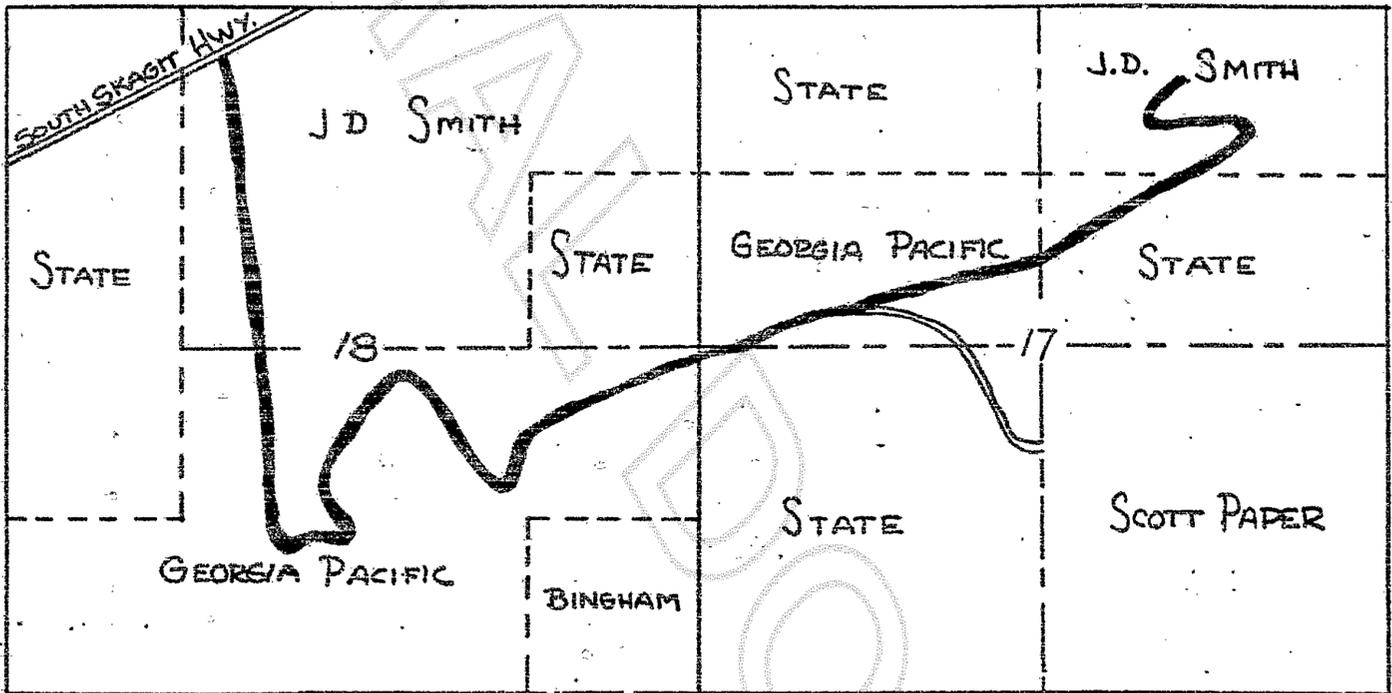


EXHIBIT "A"

FINNEY CREEK ^{R/W}

GEORGIA PACIFIC ROAD

J D SMITH ROAD

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STATE OF WASHINGTON)

County of Whatcom)ss.
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On this 19th day of February, 1973, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared J. H. DUNKAK, to me known to be the Vice President of Georgia-Pacific Corporation, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

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



792754


Notary Public in and for the State
of Washington,
residing at Bellingham

Received for record at Oct 31 1973 1:59 P.
at request of J. R. Duggan
Ann Ross, Auditor Skagit Co., Washington

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