

9
2
112

9010300092

RIGHT-OF-WAY AND ROAD USE AGREEMENT

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax

OCT 30 1990

Amount Paid \$
By Skagit Co. Treasurer Deputy

THIS AGREEMENT is entered into this 22nd day of October 1990, by and between Trillium Corporation, a Washington corporation (Grantor), and GEORGIA-PACIFIC CORPORATION, a Georgia corporation, (Grantee).

RECITALS

A. Grantee is the owner of S $\frac{1}{2}$ SW $\frac{1}{4}$ Section 3 and the N $\frac{1}{2}$ NW $\frac{1}{4}$ Section 10 all in Township 35 North, Range 4 East, W.M., Skagit County, Washington, and desires access across property owned by Grantor in the SW $\frac{1}{4}$ NE $\frac{1}{4}$ Section 3, Township 35 North, Range 4 East, W.M., Skagit County, Washington.

B. Grantor is willing to grant access subject to the terms and conditions set forth herein.

NOW THEREFORE, the parties hereto do mutually agree as follows:

1. The Grantor for and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, the receipt and sufficiency thereof being hereby acknowledged, grant, convey and warrant to the Grantee, its successors and assigns, a perpetual non-exclusive easement upon, over, under, through, across, and along an existing road as shown on Exhibit A and legally described on Exhibit B, attached hereto and by this reference made a part hereof. It is expressly understood that Grantee's enjoyment of the rights granted by this Agreement shall be for the benefit of and only of those lands owned by Grantee described herein above.

2. The rights granted are intended for all valid purposes for which the lands of Grantee can and/or may be used in the future including but not limited to ingress, egress and utilities. In addition, Grantee shall be able to construct, reconstruct, use and maintain the roadway in a continuous fashion.

3. Grantor reserves unto themselves, their heirs and assigns, the right to use the right-of-way for road purposes, provided that the exercise of such reserved right shall not unreasonably interfere with the exercise by Grantee of the rights granted herein.

4. Grantor reserves the right to relocate the road on its property provided the relocation does not interfere with the rights of the Grantee. Grantee shall have the right to relocate the road on property of the Grantor provided such right is granted by Grantor. Unless the parties hereto agree, in writing, to share the cost of establishing a relocated road prior to such relocation the associated construction costs shall be borne solely by the party pursuing the relocation. The relocated road shall be constructed to a standard equal to or better than the existing road access.

5. In the exercise of its rights granted herein, Grantee shall comply with all applicable laws, rules and regulations of governmental authority relating to the exercise of such rights.

6. The rights granted herein are exercisable by Grantee and its successors, contractors, permittees, licensees and assigns, subject to compliance with all the provisions hereof.

7. Grantor covenants and warrants that it is lawfully seized and possessed of the right-of-way described herein and has full right, power and authority to execute this Right-of-Way and Road Use Agreement and to grant the rights and privileges conveyed herein.

8. Each party using any portion of the road shall repair or cause to be repaired at its sole cost and expense that damage to the road occasioned by it which is in excess of what would be considered normal and prudent usage of the road.

9. When using the road under the authority of this Agreement, each party shall save and hold harmless the other party and its employees from every claim, cost, damage or expense of any kind or nature including attorney's fees arising or growing out of any act or omission of the using party.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate as of the day and year first above written.

Trillium Corporation

By David R. Syre
President

Georgia-Pacific Corporation
Western Wood Products Mfg. Division

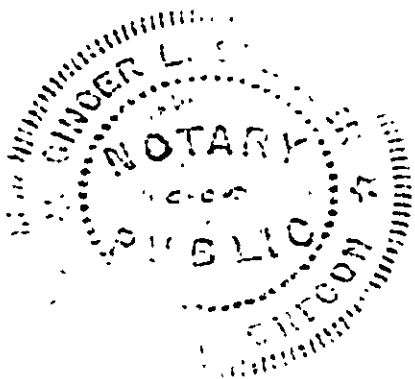
By J. M. Mollay ^{WPC}
Vice President CFE

By William M. Kuntz D.C.
Resource Manager

State of Oregon)
) ss.
County of Multnomah)

I certify that I know or have satisfactory evidence that DEWEY L. MOBLEY signed this instrument, on oath stated that they are authorized to execute the instrument and acknowledged it as the Vice President of Georgia-Pacific Corporation to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 10-22-90



Ginger L. Spencer
Notary Public for the State of
Oregon. My apointment expires
3-25-94

State of Washington)
) ss.
County of Whatcom)



I, Rebecca S. Harder, Notary Public in and for the State of Washington, residing at Yakima, do hereby certify that on this 10th day of October, 1990, personally appeared before me DAVID R. SYRE, to me known to be the individual described in and who executed the within instrument and acknowledged that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes herein mentioned.

Given under my hand and official seal this 10th day of October, 1990.

Rebecca S. Harder
Notary Public in and for the
State of Washington. My
Commission expires 3-24-92

EXHIBIT A

Section 3, Township 35 North, Range 4 East, W.M.
BUTLER HILL AREA

-  Nonexclusive permanent easement granted to Georgia-Pacific on existing road.
-  Existing road.



SCALE: 1 inch = 800 feet

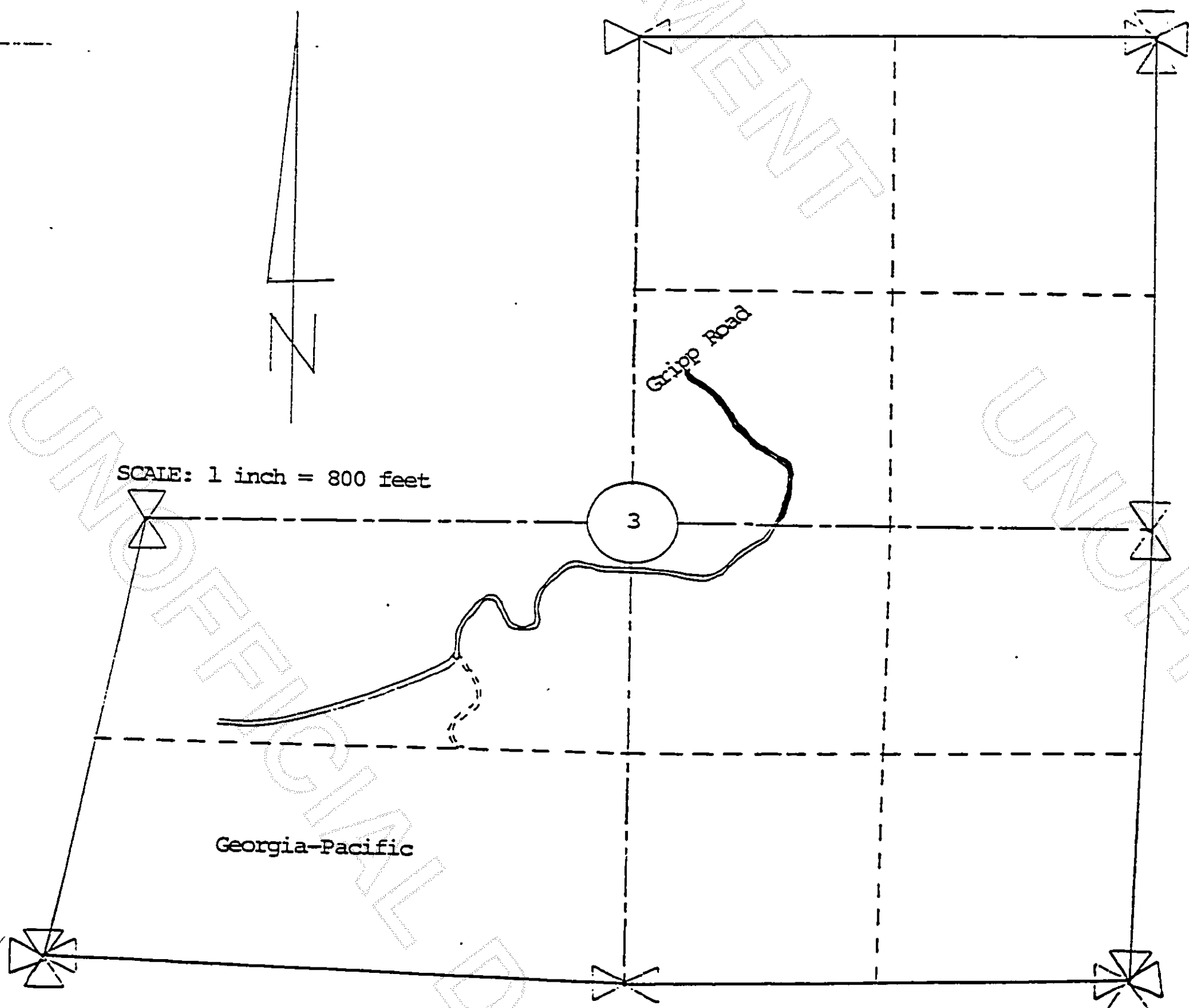


EXHIBIT B

ROAD EASEMENT AT BUTLER HILL

Through SW $\frac{1}{4}$ NE $\frac{1}{4}$, Section 3, Township 35 North, Range 4 East, W.M.

Commencing at the Center of Section 3, Township 35 North, Range 4 East, W.M.; thence S 89°15'15" E a distance of 726.06 feet along the East-West centerline of Section 3 to the true point of beginning; thence N 34°26'46" E a distance of 58.37 feet; thence N 15°11'26" E a distance of 143.46 feet; thence N 03°08'12" E a distance of 146.63 feet; thence N 57°02'11" W a distance of 221.09 feet; thence N 37°59'18" W a distance of 154.34 feet; thence N 25°44'13" W a distance of 104.68 feet; thence N 35°17'08" W a distance of 79.48 feet; thence N 52°03'58" W a distance of 133.72 feet; thence N 40°26'57" W a distance of 24.94 feet, more or less to the Southeasterly right-of-way line of the Gripp Road.

Situate in the County of Skagit, State of Washington.