


AFTER RECORDING RETURN TO:

Name Mark Westin

Address 507 West Mercer Street, #401

City, State, Zip Seattle, WA 98119


200506210127
Skagit County Auditor
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Grantor. Cascade Timberlands (Hamilton) LLC
Grantee. Westin, Mark H.
Abbrev. Leg. NE1/4 SW 1/4 Sec. 3, T34N, R9E, W.M., and
N1/2 SE1/4 Sec. 3, T34N, R9E, W.M., and
W1/2 SW1/4, Sec. 2, T34N, R9E, W.M., and
SE1/4 NW1/4 Sec. 3, T34N, R9E, W.M.
Tax Acct. Nos. P30852 and P30858

3173
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

JUN 21 2005

Amount Paid \$131.02
By Skagit Co. Treasurer
DC Deputy

EASEMENT AGREEMENT

THIS AGREEMENT, made and entered into this 13 day of ~~May~~ ^{June}, 2005, by and between CASCADE TIMBERLANDS (HAMILTON) LLC, a Delaware limited liability company, ("TIMBERLANDS"), and MARK H. WESTIN, a single man ("WESTIN").

A. WESTIN is the owner of real property located in Skagit County, Washington, and described on Exhibit A, attached hereto, and referred to hereafter as the "Westin property," being the dominant, or benefited property.

B. TIMBERLANDS is the owner of real property located in Skagit County, Washington, and described on Exhibit B, attached hereto, and referred to hereafter as the "Timberlands property," being the servient, or burdened, property.

C. In consideration of \$7,360.65, receipt of which is hereby acknowledged, CASCADE TIMBERLANDS (HAMILTON) LLC, hereby grants and conveys to WESTIN, his successors and assigns, a permanent non-exclusive easement over and upon a right-of-way thirty (30) feet in width over and through TIMBERLANDS' property described on Exhibit B, attached hereto, being fifteen (15) feet on each side of the centerline of the existing road located approximately as shown on the attached EXHIBIT C as roads 665 and 665a ("the Timberland Road"), thence south to the north line of the Westin property (This approximately 240 foot segment is referred to hereafter as "the Westin segment.")

D. This grant is made subject to all matters of public record. It is mutually agreed by the parties hereto that the rights herein granted are subject to the following terms and conditions:

1. The above-referenced easement is conveyed for the purpose of construction, reconstruction, use and maintenance of a road for the purpose of providing ingress to and egress from lands now owned by WESTIN, and described on Exhibit A, his heirs, successors, or assigns for forest management (including timber harvest and removal of forest products) only. Forest management will not include the construction of buildings for purposes of residence, recreation, manufacturing, storage, or any other uses. Any other uses will have to be negotiated between the parties or their successors. Cost of construction of road on the Westin Segment from the Timberland Road 665/665a to the Westin property shall be at WESTIN's sole expense and shall be to construction standards referenced below.
2. Keys or a lock position will be provided for WESTIN at TIMBERLANDS' office for any gate from the county road to the Timberland Road.
3. Construction standards: All work shall be performed in a proper workmanlike manner conforming to the standards of construction for forest management roads in the area, and conforming to all applicable government rules and regulations including without limitation the Forest Practices Act, Chapter 76.09 RCW, Laws of the State of Washington. TIMBERLANDS will cooperate with WESTIN in obtaining any permits necessary for road construction, including signing any needed Forest Practices Application or Notification.
4. Each of the parties reserves for itself, its successors and assigns, the right at all times and for any purpose to be upon, to cross and re-cross at any place, on grade or otherwise, the said right-of-way on their respective ownership and to use said road, in any manner that will not unreasonably interfere with the rights granted to the other parties under the terms of this Agreement.
5. The cost of future road maintenance and resurfacing shall be allocated on the basis of respective uses of said roads. When any party uses the road for commercial purposes, 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 the road is being used solely by one party, such party shall maintain that portion of said road so used to the standards existing at the time use is commenced.

Compliance with State of Washington forest practices rules relating to Road Maintenance and Abandonment Plans (chapter 222-24 WAC) for the roads covered by the easement remains the responsibility of TIMBERLANDS. WESTIN will assume any cost for Road Maintenance and Abandonment Plan



compliance. TIMBERLANDS shall not agree to abandon any portion of the roads covered by the easement without first consulting with WESTIN and providing him with the opportunity to assume responsibility for the continued maintenance of the road under then-current Washington State forest practices standards.

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 hereinafter specified to be improved. In addition, the parties recognize that the construction, maintenance, and improvement of said road will likely be governed by applicable regulations of governmental agencies controlling the same.

6. Each party using any portion of the road shall repair, or cause to be repaired, at its sole cost and expense, that damage to said road occasioned by its use which is in excess of that which it would cause through normal and prudent usage of said road. Should damage necessitating repair to a road occur which is not caused by an authorized user of said road, the parties hereto shall meet to agree upon the cost of repair, the party to undertake the repair, and the shares of repair costs to be borne by each user of said road.
7. Each party may permit its respective contractors, licensees, purchasers of timber or other valuable materials, or their agents (hereinafter individually referred to as "Permittee" and collectively as "Permittees") to exercise the rights granted to it herein.
8. Each party specifically and expressly agrees to indemnify and save harmless the other parties, to the extent of each respective party's and/or its respective agents or Permittees own negligence, its officers, agents and/or employees from and against any and all suits, claims, actions, losses, costs, penalties, and damages of whatsoever kind and nature, including attorney's fees arising out of and in connection with or incident to the respective uses of the respective easements and any and all work and/or maintenance performed on said easements except those caused by the sole negligence of a respective party and/or its employees and agents. In the event of litigation between the parties to enforce the rights under this paragraph, reasonable attorney's fees shall be allowed to the prevailing party.
9. Each party shall at their own expense, procure and maintain, during the term of any commercial activities on the road, insurance of types and in amounts adequate to cover reasonably anticipated liability for damages or personal injuries arising out of its use of the road.

10. The Covenants entered into and the easements granted by the parties herein shall be deemed to be perpetual and shall be deemed to touch and concern the land, and shall, therefore, run with the land.

CASCADE TIMBERLANDS (HAMILTON) LLC,
a Delaware limited liability company, Grantor

By Olympic Resource Management LLC, a
Washington limited liability company, its manager

By:

Thomas M. Ringo

Printed Name: THOMAS M. RINGO

Its: Vice President & CFO

Date: June 13, 2005

Mark H. Westin

MARK H. WESTIN, Grantee

Date: 5/20/05



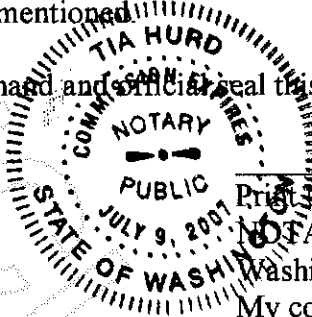
STATE OF WASHINGTON)

: SS.

COUNTY OF King)

ON THIS DAY personally appeared before me MARK H. WESTIN, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 24th day of May, 2005.



Print Name: Lia Hurd
NOTARY PUBLIC in and for the State of
Washington, residing at Mukilteo
My commission expires: 7-9-07

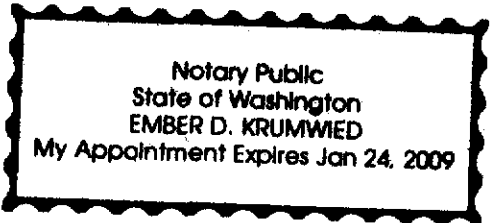
STATE OF WASHINGTON)

: SS.

COUNTY OF KITSAP)

On this 13 day of June, 2005, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Thomas M. Krueger, to me known to be the Vice President and CEO of OLYMPIC RESOURCE MANAGEMENT LLC, a Washington limited liability company, the manager of CASCADE TIMBERLANDS (HAMILTON) LLC, a Delaware limited liability company, the limited liability company that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Ember D. Krumwied
Print Name: Ember D. Krumwied
NOTARY PUBLIC in and for the State of
Washington, residing at Bremerton
My appointment expires 01-24-09



EXHIBIT A
Westin Property
Benefited or Dominant Estate

The Northeast Quarter of the Southwest Quarter of Section 3, Township 34 North, Range 09 East, W.M.

Westin/CascadeEasement

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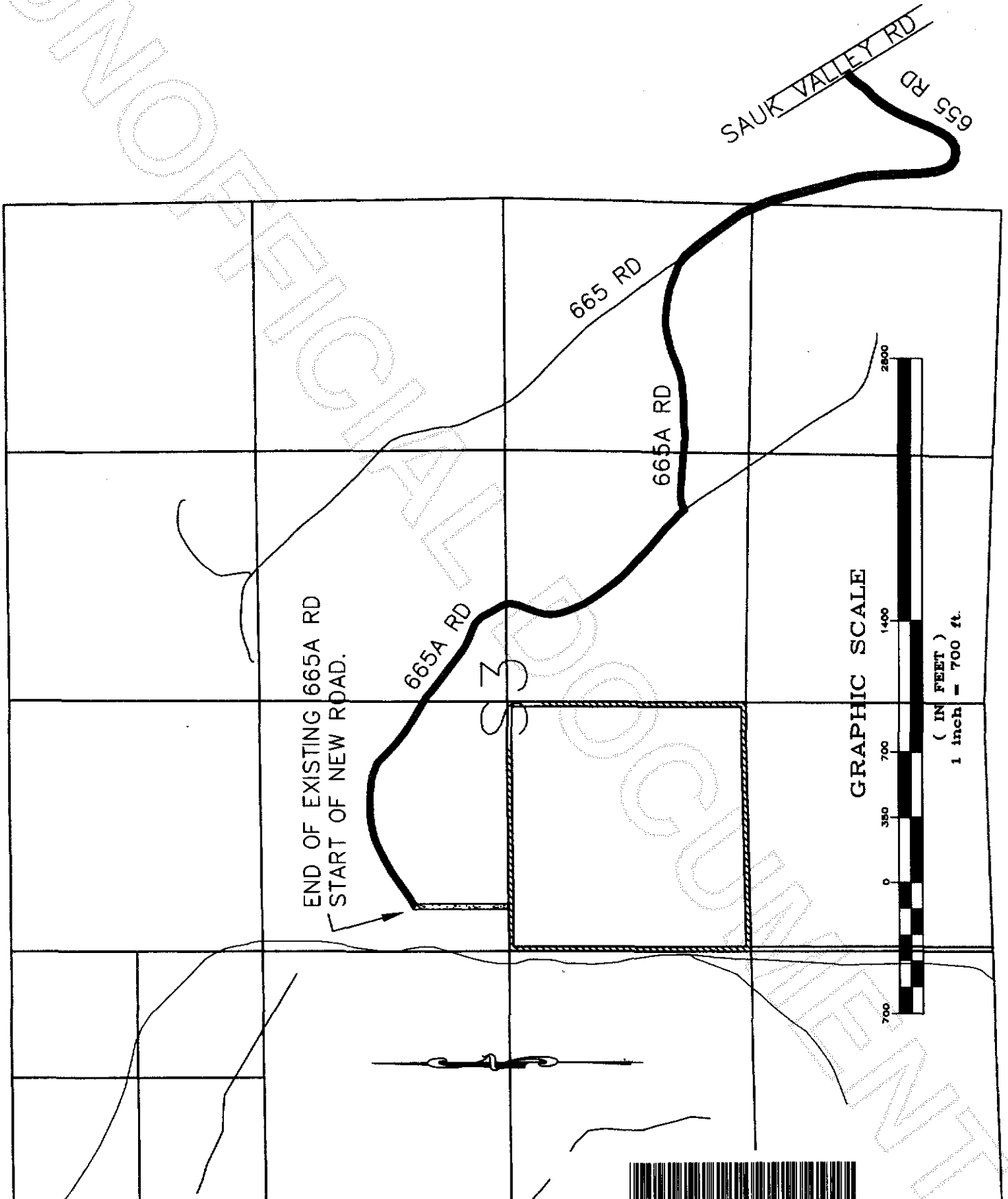
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EXHIBIT B
Timberlands Property
Servient, or Burdened, Estate

The Southeast Quarter of the Northwest Quarter, the Southwest Quarter of the Northeast Quarter, and the North Half of the Southeast Quarter, all in Section 3, Township 34 North, Range 09 East, W.M., and the West Half of the Southwest Quarter of Section 2, Township 34 North, Range 09 East, W.M



EXHIBIT C



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Skagit County Auditor