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8511130023

EASEMENT

JERRY MCINTURFF
SKAGIT COUNTY CLERK

'85 NOV 13 P1 34

RECORDED BY _____
REQUEST OF Ed Deer

THIS AGREEMENT, made and entered into this 19th day of September, 19 77, by and between GEORGIA-PACIFIC CORPORATION, a Georgia corporation, herein called "Georgia-Pacific," and STATE OF WASHINGTON, acting by and through the Department of Natural Resources, herein called "State," WITNESSETH:

I

The State, for and in consideration of \$100.00 and the \$5.00 Statutory fee hereby grants and conveys to Georgia-Pacific, its successors and assigns, a permanent easement upon, over, and along rights of way sixty (60) feet in width over and across the NE $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 1; the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 10; the S $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 12; the NW $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 16, Township 33 North, Range 6 East, W.M.; Government Lots 1 and 7, the SE $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 6; Government Lot 1, the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 7, Township 33 North, Range 7 East, W.M., in Skagit County, Washington, being thirty (30) feet on each side of the centerlines of a road or roads located approximately as shown in red on the attached "Exhibits A, B, C, D, E and F."

Subject as to said lands to all matters of public record.

II

The parties hereto hereby agree that the rights hereinabove granted shall be subject to the following terms and conditions:

1. This easement is conveyed for the purposes of construction, reconstruction, use and maintenance of a road or roads for the purpose of hauling forest products and other valuable materials from lands now owned or hereafter acquired by Georgia-Pacific, and to provide access to said lands for land management and administrative activities.

Provided, however, thirty (30) days prior to any construction, reconstruction, or development, Georgia-Pacific shall submit to the Area Manager at Sedro Woolley, Washington, for written approval, a complete and detailed plan of operation for the development of the right of way. Georgia-Pacific's operations specified hereinabove shall be conducted in accordance with the provisions of the State approved Plan of Operation in force at the time of the commencement of said operations and Georgia-Pacific shall provide for the examination of the right of way with the State's Area Manager, before any construction, reconstruction, or development is commenced.

2. The State reserves for itself, its successors and assigns, the right at all times for any purpose, to cross and recross at any place on grade or otherwise, the said rights of way in a manner that will not unreasonably interfere with the rights granted herein.

The State further reserves to itself, its successors, assigns and permittees the right to use, maintain, patrol, reconstruct and repair said road for any and all purposes provided that use for the hauling of timber or other valuable materials shall be initiated by serving notice to Georgia-Pacific, acknowledging such use shall be predicated on the basis of sharing in the values of the road. Georgia-Pacific agrees that upon receipt of this notice of intent the parties shall mutually agree as to their respective percentage of the total tributary acreage and the then replacement value of the roadway or other such facility.

The State shall then pay or cause to be paid, its share of the facility being considered. The State shall also be responsible for the reconstruction of the facility if necessary to provide the use desired. Thereafter the parties shall share replacement items on the basis of the previously calculated percentage.

3. The State may grant to third parties, upon such terms as it chooses, any or all of the rights reserved by it herein; provided, that use by such party shall be subject to the terms and conditions of this agreement and shall not unreasonably interfere with the rights granted to Georgia-Pacific herein.

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4. The cost of road maintenance and resurfacing shall be allocated on the basis of respective uses of said roads. When any party uses a road, 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 a 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. During periods when more than one party is using the same road, or any portion thereof, the parties hereto shall meet and establish necessary maintenance provisions. Such provisions shall include, but shall not be limited to:

(a) The appointment of a maintainer, which may be one of the parties hereto or any third party, who will perform or cause to be performed at a reasonable and agreed upon rate the maintenance and resurfacing of the road or the portion thereof being used; and

(b) A method of payment by which each party using said road or a portion thereof, shall pay its pro rata share of the cost incurred by said maintainer in maintaining or resurfacing said road or portion thereof.

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 hereafter improved.

5. Each party using any portion of a road shall repair, or cause to be repaired, at its sole cost and expense, that damage to said road occasioned by it which is in excess of that which it would cause through normal and prudent usage of said road. Should inordinate damage 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 replacement, the party to undertake the replacement, and the shares of replacement cost to be borne by each user of said road.

6. Unless the parties hereto agree in writing to share the cost of improvements in advance of such improvements being made, such improvements shall be solely for the account of the improver.

7. The State reserves to itself all timber now on or hereafter growing within the rights of way on its said lands and the right to remove said timber via the right of way herein granted.

8. Georgia-Pacific may permit its respective agents, contractors, licensees, lessees, purchasers of timber or other valuable materials, and their agents, hereinafter, individually referred to as "Permittee" and collectively referred to as "Permittee," to exercise the rights granted to it herein.

9. Georgia-Pacific shall require each of its Permittees, before using any of said roads for commercial purposes, to:

(a) Obtain and during the term of such use, maintain a policy of liability insurance in a form generally acceptable in the trade and customary in the area of said rights of way, insuring said Permittee against liability arising out of its operations, including use of vehicles.

Minimum amounts of insurance shall be:

(1) For log haulers, and other miscellaneous users operating heavy trucks (over one (1) ton), One Hundred Thousand Dollars (\$100,000.00) for injury to one person, Three Hundred Thousand Dollars (\$300,000.00) for any one occurrence, and One Hundred Thousand Dollars (\$100,000.00) property damage for any one occurrence;

(2) For fern cutters, bough cutters, shake cutters, or other miscellaneous users operating pickup trucks, light trucks (under one (1) ton) or passenger cars for the purpose of transporting miscellaneous forest products, Twenty-Five Thousand Dollars (\$25,000.00) for injury to one person, Fifty Thousand Dollars (\$50,000.00) for any one occurrence, and Five Thousand Dollars (\$5,000.00) property damage for any one occurrence; or

(3) Such other limits as the parties hereto may agree upon in writing from time to time.

(b) Deliver to the State a certificate from the insurer of said Permittee certifying that coverage is 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 the State ten (10) days' written notice prior to any cancellation or modification.

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

GEORGIA-PACIFIC CORPORATION



By J. H. Dunkak V.P. Title

Attest J. Richard Duggan Asst. Secy. Title

Affix Seal of Corporation

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

By Bert L. Cole
BERT L. COLE
Commissioner of Public Lands.

Affix Seal of Commissioner
of Public Lands

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bjl

STATE OF Washington)
County of Whatcom) ss

On this 12th day of July, 1978, before me personally appeared J. H. Dunkak and J. Richard Duggan, to me known to be the Vice President and Assistant Secretary, respectively, of Georgia-Pacific Corporation, the corporation that executed the within and foregoing instrument, and acknowledged 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 they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

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

Robert W. Lind
Notary Public in and for the State of Washington, residing at Bellingham

STATE OF WASHINGTON)
) ss
COUNTY OF THURSTON)

On this 5th day of June, 19 76, before me personally appeared BERT L. COLE, to me known to be the Commissioner of Public Lands, and ex officio administrator of the Department of Natural Resources of the State of Washington, the Department that executed the within and foregoing instrument on behalf of the State of Washington, and acknowledged said instrument to be the free and voluntary act and deed of the State of Washington for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the official seal of the Commissioner of Public Lands for the State of Washington.

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



[Signature]
Notary Public in and for the State of
Washington, residing at Olympia.

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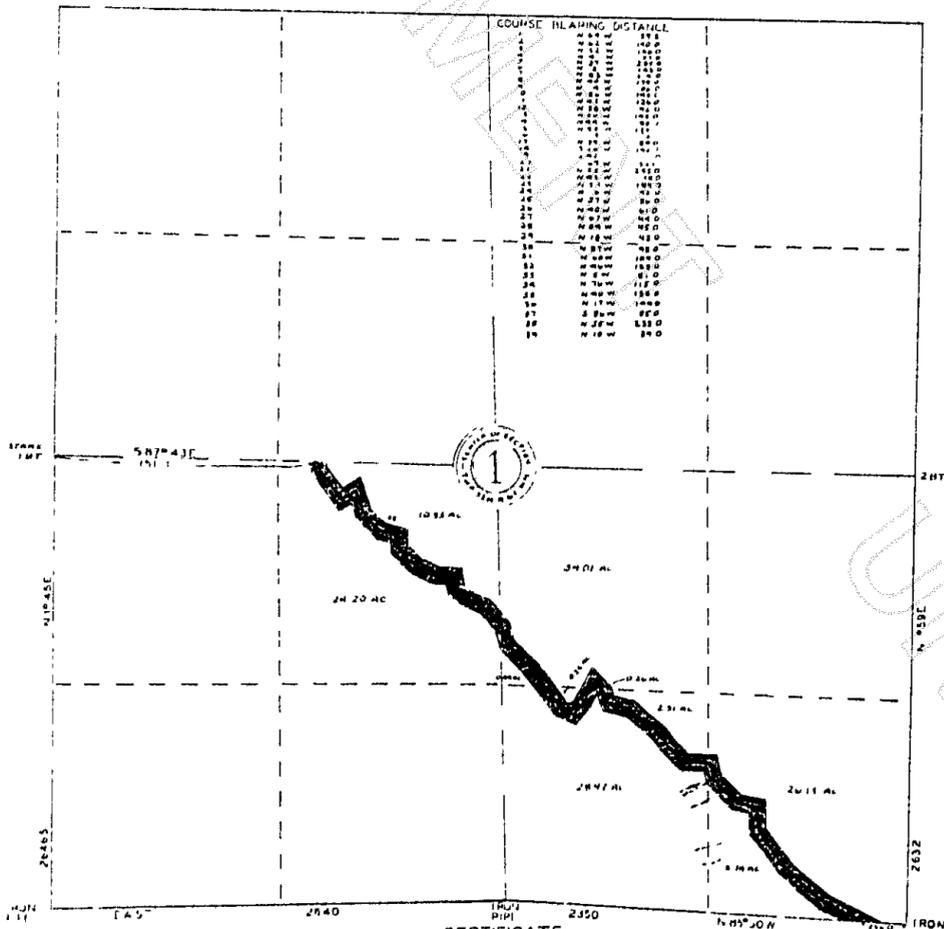
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RIGHT OF WAY PLAT
PUGET SOUND PULP & TIMBER CO.

SEC 1, T33N., R6E., W.M.
SKAGIT COUNTY, WASHINGTON

SCALE 1 IN = 400 FT

32491
(FORMERLY)



CERTIFICATE
I, W. C. HARVIE, CHIEF ENGINEER OF THE PUGET SOUND PULP & TBR. CO DO HEREBY CERTIFY THAT THIS MAP ACCURATELY REPRESENTS THE LOCATION OF SAID CO'S ROAD ACROSS SEC 1, T33N, R6E, WM

W. C. Harvie
CHIEF ENGINEER P&T. CO.

(Small, faint text regarding survey details and dates)

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EXHIBIT A

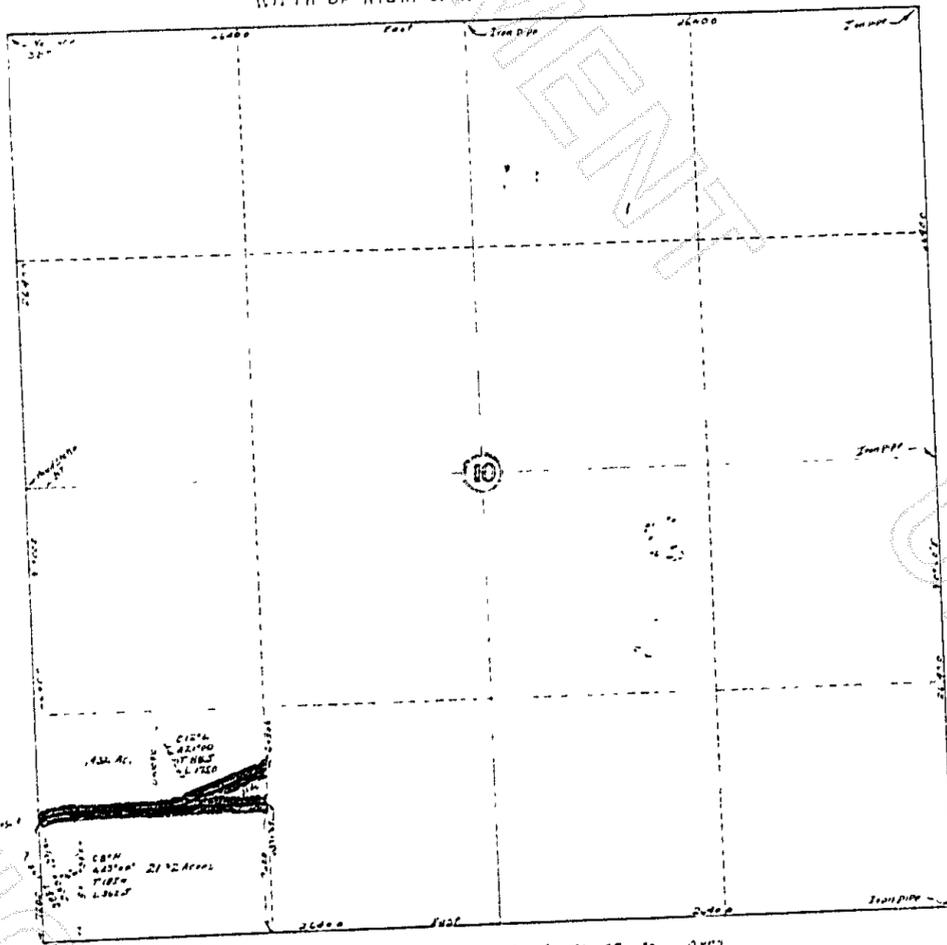
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RIGHT OF WAY PLAT
ENGLISH LUMBER COMPANY

SEC. 10 T.33N. R.6E. W.M.
SKAGIT COUNTY WASHINGTON
SCALE: 1 IN. = 400 FT.

(FORMERLY)
32492

WIDTH OF RIGHT-OF-WAY = 100 FT.



Plat No. 145 issued over SW 1/4 Sec. 10, T.33N., R.6E., W.M., Skagit County, Washington, July 14, 1946, 10 pgs.

CERTIFICATE
I, the undersigned, a duly Licensed Professional Engineer in the State of Washington, do hereby certify that this plat accurately represents the location of said company's railroad across the

10. The SW 1/4 of Sec. 10, T.33N., R.6E., W.M., Skagit County, Washington, as shown on the attached map, and that the same is in accordance with the provisions of the laws of the State of Washington.

J. E. Henry
Chief Engineer, English Lumber Co.

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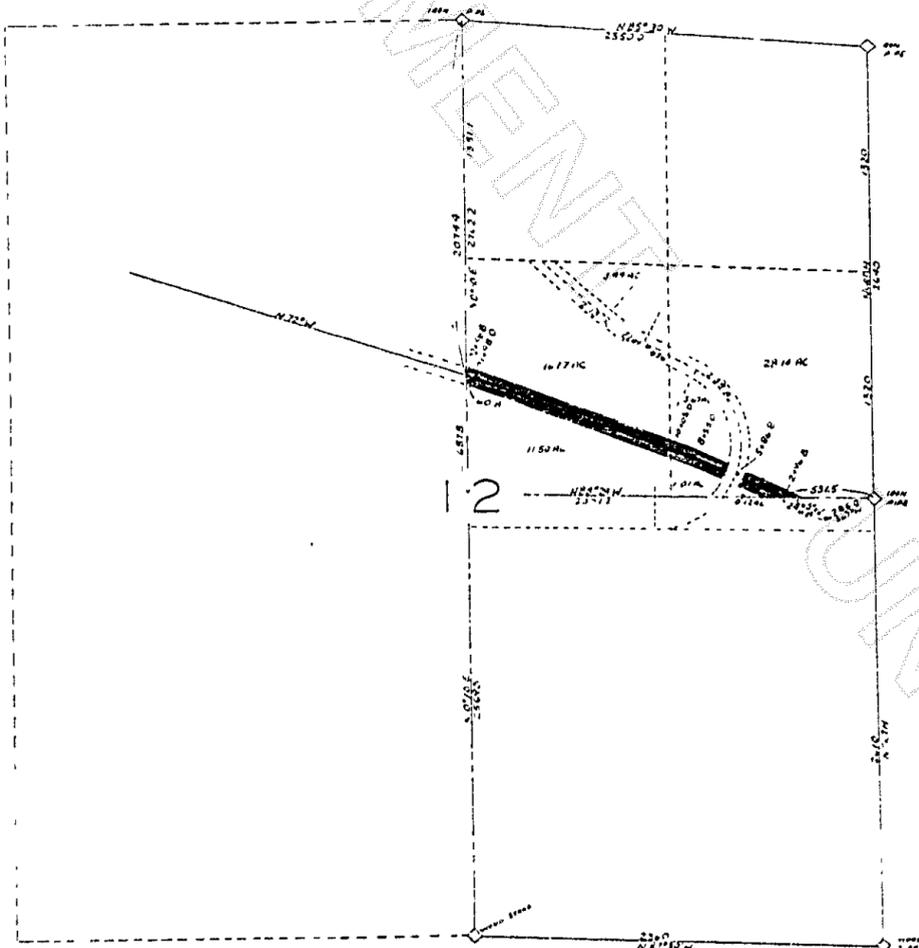
EXHIBIT D

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RIGHT OF WAY PLAT
PUGET SOUND PULP & TIMBER CO.
SEC 12, T33N, R6E, W.M. (FORMERLY)
SKAGIT COUNTY, WASHINGTON 32493

SCALE: 1 IN = 400 FT



R. W. Coit No 1076 rec'd 9-23-47 P.M. - YEARS SURV 54 NE
I, W.C. HARVIE, CHIEF ENGINEER OF THE PUGET
SOUND PULP & TBR CO. DO HEREBY CERTIFY
THAT THIS MAP ACCURATELY REPRESENTS THE
LOCATION OF SAID CO'S ROAD ACROSS SEC 12,
T 33 N, R 6 E, W.M.
R. W. Coit No 32493 over 54 NE, issued 7-27-48 for 10/11/48
CHIEF ENGINEER PSP&T CO

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EXHIBIT C

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RIGHT OF WAY PLAT
PUGET SOUND PULP & TIMBER CO.
SEC 7, T33N, R7E, W.M. (FORMERLY)
SKAGIT COUNTY, WASHINGTON 32496

SCALE: 1 IN = 400 FT.



I, W.C. HARVIE, CHIEF ENGINEER OF THE
PUGET SOUND PULP & TBR CO. DO HEREBY
CERTIFY THAT THIS MAP ACCURATELY
REPRESENTS THE LOCATION OF SAID CO'S
ROAD ACROSS SEC 7, T.33N, R.7E, W.M.

CHIEF ENGINEER, PSP&T CO

R/W Cert No 1074 issued 2 29 17 for 10 years over land & NE-NW
of Sec 7, T33N, R7E, W.M. Skagit County, Wash. for 10 years

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EXHIBIT F