

NOV 17 1993

Document No. 930120

Amount Paid
By Skagit Co. Treasurer -
Deputy

EASEMENT

THIS AGREEMENT, made and entered into this 6th day of October 1993, by and between PORT BLAKELY TREE FARMS (Limited Partnership), 500 Union Street, Suite 830, Seattle, WA 98101, herein called "Port Blakely", and JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY herein called "Hancock".

WITNESSETH:

Port Blakely hereby grants and conveys to Hancock, its successors and assigns, a permanent non-exclusive easement upon, over and along an existing road, over and across the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 34, Township 35 North, Range 5 East, W.M., Skagit County, Washington. Road located approximately as shown on the attached "Exhibit A"

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

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

1. The easement is conveyed for the purpose of hauling of forest products and other valuable materials and to provide access for land management, fire control, and administrative activities, but not for use by the public.
2. Port Blakely reserves for itself, its successors and assigns, the right at all times and for any purpose to go upon, cross and recross, at any place on grade or otherwise, said rights of way on lands owned by it and to use the roads on said rights of way in a manner that will not unreasonably interfere with the rights granted to Hancock.
3. Each party agrees to comply with the laws of the United States, the State of Washington and applicable government laws and all incidental government regulations including fire and environmental regulations.
4. Each party hereto may permit its respective contractors, licensees, purchasers of timber or other valuable materials, and their agents to exercise the rights granted to it herein.
5. The cost of road maintenance 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 occasioned by such use as hereafter provided. During periods when a road is being used solely by one party, such party shall maintain that portion of said road 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.
6. 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, and the shares of replacement cost to be borne by each user of said road.
7. Unless the parties hereto agree in writing to share the costs of improvements in advance of such improvements being made, such improvements being made shall be solely for the account of the improver.
8. Port Blakely reserves to itself all timber now on or hereafter growing within the rights of way on its said lands.

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Dave Chamberlain
96 The Campbell Group
327 C Blackdown Rd
Mt Vernon WA

9. Hancock shall require each of its Permittees, before using said roads to:

(a) Obtain and maintain in full force at all times during the operations hereunder, one or more insurance policies in form acceptable in the for injury to person or property for all of the operations performed by Permittee and its equipment hereunder. Such policy or policies shall include operations, contractual, completed operations, owned and non owned automobiles or trucks. Third party property damage insurance shall be sufficient to cover claims arising from fires caused by Permittee or its agents, employees, subcontractors, assigns, visitors or otherwise, from not taking reasonable measures to prevent fires, or reduce the danger of fire spreading from an additional fire hazard or from permitting the existence of an extreme fire hazard, including for statutory fire-fighting costs. Minimum amounts of insurance shall be:

(1) For log haulers, road builders and miscellaneous users operating heavy trucks (over one (1) ton), Five Hundred Thousand Dollars (\$500,000) for injury to one person, Five Hundred Thousand Dollars (\$500,000) for any one occurrence, and Five Hundred Thousand Dollars (\$500,000) property damage for any one occurrence;

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

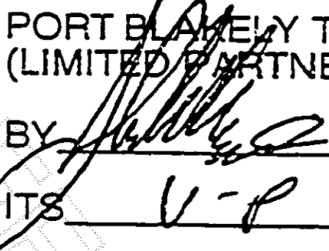
(b) Deliver to Port Blakely certificate from the insurer of Permittee certifying that coverage in not less than the above-named amounts is in force and that in the event of cancellation or modification of such coverage, the insurer will give Port Blakely ten (10) days' written notice prior to cancellation or modification.

10. Each party shall indemnify and hold the other party harmless from any claims of property damage or personal injury arising as a result of the use of the road by one party or its Permittees and assigns, except for any claims based upon the negligence of the other party or its Permittees and assigns.

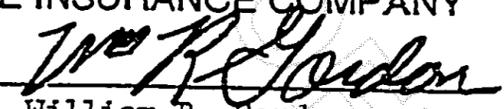
11. The rights and obligations herein shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

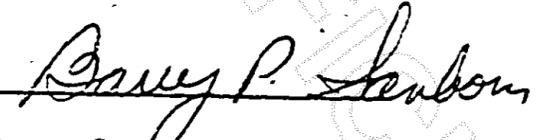
IN WITNESS WHEREOF, the parties hereto have executed this instrument in duplicate, as of the day and year first above written.

PORT BLAKELY TREE FARMS
(LIMITED PARTNERSHIP)

BY 
ITS V-P

JOHN HANCOCK MUTUAL
LIFE INSURANCE COMPANY

BY  DGS
William R. Gordon DAC
ITS Executive Managing Director

ATTEST: 
ITS Assistant Secretary

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STATE OF WASHINGTON

County of King

)
) ss.
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ON THIS 27th day of October, 1993, before me, a Notary Public in and for the State of Washington, personally appeared JOHN W. WARJONE, personally known to me (or proved on the basis of satisfactory evidence) to be the person who signed this instrument; on oath stated that he was authorized to execute this instrument as Vice President and Chief Forester of PORT BLAKELY TREE FARMS (LIMITED PARTNERSHIP), a Washington limited partnership; and acknowledged instrument for the uses and purposes therein mentioned.

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



Jann Rummig Hunt
Notary Public for the State of Washington,
residing at Rainierdale
My Commission expires: January 31, 1994

COMMONWEALTH OF MASSACHUSETTS

County of Suffolk

)
) ss.
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ON THIS 6th day of October, 1993, before me, a Notary Public in and for the State of Massachusetts, personally appeared William R. Gordon, personally known to me (or provided to me on the basis of satisfactory evidence) to be the person who executed this instrument on oath stated that he was authorized to execute this instrument as Executive Managing Director of JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY and acknowledged instrument for the uses and purposes mentioned in the instrument.

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

Marie C. O'Brien
Notary Public for the State of Massachusetts
residing at Brighton, Massachusetts
My Commission expires: _____

MARIE C. O'BRIEN, Notary Public
MY COMMISSION EXPIRES AUGUST 9, 1996

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Secs 34 & 35 T.35N. R.5E.
SKAGIT CO.

Exhibit "A"

RECORD & RETURNED
SKAGIT COUNTY, WASH.

NOV 17 1953

NOV 17 1953

NOV 17 1953

Port Blakeely

Old Dwy

PIPELINE

L.G. 2.20

State

Easement

353

BK 12600324

