

GRANT OF EASEMENT

OCT 29 1996

9610290078

R. E. No. SA 31 - CP 11

Amount Paid \$
 Skagit Co. Treasurer
 By *Jp* Deputy

*Campbell Group
 327C E. Blackburn
 Mt Vernon*

*8
 3/11*

THIS INSTRUMENT, effective on the date of recording hereof, is given by GRANDY LAKE FOREST ASSOCIATES LIMITED PARTNERSHIP, a Washington limited partnership, having a mailing address at c/o Arbor Pacific Forestry Services, Inc., its General Partner, at P.O. Box 1234, Mt. Vernon, Washington 98273, Attn: K. D. Osborn, GRANTOR, to JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY, a Massachusetts corporation, having its principal place of business at John Hancock Place, Post Office Box 111, Boston, Massachusetts, 02117. GRANTEE.

WITNESSETH: That for and in consideration of the sum of Ten (\$10.00) Dollars, and other good and valuable consideration, in hand paid by Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged, Grantor does, by these presents, hereby GRANT BARGAIN, SELL, CONVEY and TRANSFER unto Grantee, a permanent, non-exclusive easement sixty (60') feet in width, being thirty (30') feet on each side of the centerline of an existing roadway (Easement Area) traversing the Southeast Quarter of the Northeast Quarter (SE1/4 NE1/4) of Section 23, in Township 35 North, Range 6 East, W.M., County of Skagit, State of Washington, as delineated on that map thereof, a copy of which is annexed hereto as EXHIBIT "A" and by this reference is made a part hereof, together with the right to construct, reconstruct, use, maintain and restore said roadway for forestry road purposes, which includes but is not limited to the moving of specialized logging equipment, logging trucks or other equipment necessary for the growing, harvesting or management of timber.

IT BEING UNDERSTOOD AND AGREED between the parties hereto that the easement hereby created and the rights hereunder shall be subject to the following terms and conditions:

1. This easement shall run with the Premises of Grantee situated in the West Half of the Northeast Quarter (W1/2 NE1/4) of said Section 23 in said County and State, also delineated on that map annexed as EXHIBIT "A" hereto.
2. This easement is granted and intended to be exercised solely for the purpose of providing Grantee access to and from the aforesaid Premises of Grantee over the aforesaid Easement Area for the purpose of conducting and performing customary and standard forestry operations and management services on said Premises of Grantee; IT BEING UNDERSTOOD AND AGREED that Grantee shall obey and comply with any and all laws and regulations appurtenant to such use and shall exercise proper and prudent caution and care in the exercise of the rights granted hereunder.
3. Grantor hereby reserves unto itself, its successors and assigns, the right, at all times and for any purpose, to cross and recross said Easement Area and may grant to third parties, upon such terms and conditions as Grantor chooses, any or all of the rights reserved hereunder; PROVIDED, however, that no such grant shall unreasonably interfere with the rights of Grantee hereunder.
4. Grantee hereby agrees to use said Easement Area at its own risk and hereby waives any claim, action, cause of action or demand against Grantor arising out of personal injury or damage to property suffered by Grantee, its agents, employees, representatives or assigns, resulting solely from its own negligent actions and not resulting from any negligence or misconduct of Grantor, its employees, agents, representatives or assigns.
5. Grantee hereby represents that it currently maintains, and will continue to maintain during the use of the Easement Area for the purposes set forth herein and in connection with the exercise of the rights granted to it hereunder, adequate liability insurance to protect Grantor and Grantee from and against any and all liability, whatsoever, arising out of Grantee's said use and operations hereunder.
6. The costs associated with the maintenance and resurfacing of the roadway comprising said Easement Area shall be allocated on the bases of the respective use of said roadway by Grantor, Grantee and any other party possessing the right to such use. When any such party utilizes said roadway, that party shall perform

or cause to be performed, or contribute or cause to be contributed, that share of the maintenance and resurfacing costs occasioned by such use, as hereinafter provided. During periods when said roadway is being used solely by one party, that party shall maintain that portion of said roadway so used to the standards existing at the time use is commenced. During periods when more than one party is using said roadway, or any portion thereof, said parties 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 Grantor, Grantee 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 roadway or the portion thereof being used; and
 - b) A method of payment by which each party using said roadway, or any portion thereof, shall pay its pro-rata share of the cost incurred by said maintainer in maintaining or resurfacing said roadway or any portion thereof.
6. Each party using any portion of the roadway shall repair, or cause to be repaired, at its sole cost and expense, that damage to said roadway occasioned by it which is in excess of that which it would cause through normal and prudent usage of said roadway. Should inordinate damage to said roadway occur which is not caused by an authorized user thereof, the parties hereto shall meet to agree upon the cost of replacement, the party to undertake the replacement, and the share of the replacement cost to be borne by each user of said roadway.
 7. 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.
 8. Grantee may permit its respective contractors, licensees, lessees, purchasers of timber or other valuable materials, and their agents, hereinafter individually referred to as "Permittee" and collectively referred to as "Permittees," to exercise the rights granted to Grantee hereunder.
 9. Grantor understands that Grantee may sell said Premises benefited by this easement and hereby agrees that it shall not interfere with the use of any of said Easement Area by any successor-in-interest to Grantee, and the rights and conditions hereunder shall inure to the benefit of such successor-in-interest.
 10. Grantor does hereby covenant that it is lawfully seized and possessed of the real estate comprising said Easement Area and has a good and lawful right to convey the same or any part thereof.
 11. The terms Grantor and Grantee hereunder shall be extended to include all managers, agents, servants, employees, tenants, licensees (including timber purchasers), contractors, permittees, successors and assigns of each party.
 12. The rights, conditions and provisions of this Grant of Easement shall inure to the benefit of and be binding upon the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be executed in duplicate as of the date set forth below.

Dated: October 1996

GRANDY LAKE FOREST ASSOCIATES LIMITED PARTNERSHIP,
Grantor

Signed, sealed and delivered
in the presence of:

BY: Arbor Pacific Forestry Services, Inc.,
its General Partner
Agent

Name:

by *Kenneth D. Osborn*
Kenneth D. Osborn,
Title:

Name:

9610290078

STATE OF WASHINGTON)

COUNTY OF SKAGIT)

On this 28th day of October, 1996, before me personally appeared KENNETH D. OSBORN, to me known to be the _____ of _____, the General Partner of GRANDY LAKE FOREST ASSOCIATES LIMITED PARTNERSHIP, the limited partnership that executed the foregoing instrument, who acknowledged said instrument to be the free and voluntary act and deed of said limited partnership for the uses and purposes therein mentioned and, on oath, stated that he was authorized to execute said instrument.

In witness whereof, I have hereunto set my hand and affixed my official seal on the day and year first above written.

Josi J. Bateman

Name:

Notary Public in and for the State of Washington

Residing at: 76 Bunny Ln Sedro-Walley

ACCEPTED BY:

JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY
Grantee

by

Paul A. Meissner, Jr.

Treasurer

Dated: October 10, 1996

RC0695.DOC

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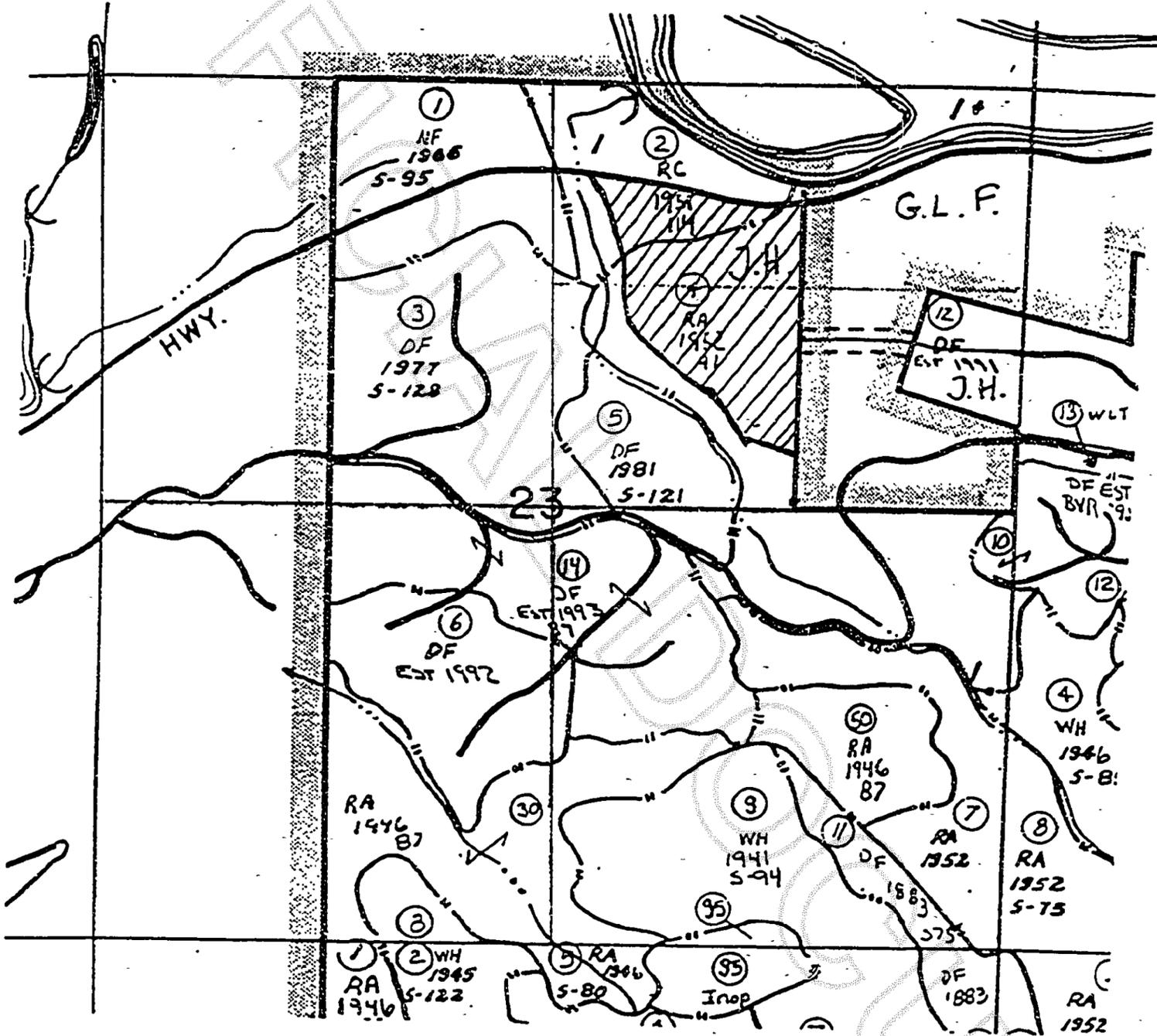
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BK 1598 PG 0322

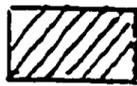
EXHIBIT "A"

31CA-549

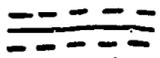
Scale: 1" = 1,000'



Lands benefited by this easement



Easement Area



RECORDED
REQUEST OF
FILED

96 OCT 29 P2:08

SKAGIT KATHY HILL

9610290078

BK 1598 PG 0323