

UNOFFICIAL DOCUMENT

10/3/13

Recording Cover Sheet

KATHY HILL  
SKAGIT COUNTY AUDITOR

Document Returned to:

Longview Fibre Company  
P.O. Box 667  
Longview, WA 98632

98 FEB -5 AM 1:18

RECORDED \_\_\_\_\_ FILED \_\_\_\_\_  
REQUEST of \_\_\_\_\_

9802050035

Please print or type information

Document Title(s)	
1. Easement for Right-of-Way	
2.	
3.	
4.	
Reference Number(s) of Documents assigned or released:	21919
Additional reference #'s on page _____ of document.	SKAGIT COUNTY WASHINGTON Real Estate Excise Tax
Grantor(s) (Last name first, then first name and initials)	FEB -5 1998
1. Michael P. Hankins, a single man	Amount Paid \$ 76.50
2.	By Skagit Co. Treasurer Deputy
3.	By K
4.	
Additional names on page _____ of document.	
Grantee(s) (Last name first, then first name and initials)	
1. Longview Fibre Company, a Washington corporation	
2.	
3.	
4.	
Additional names on page _____ of document.	
Legal description (abbreviated; i.e., lot, block, plat or section, township, range) NW1/4NW1/4, Section 35, Township 35 North, Range 5 East, W.M., Skagit County, Washington	
Additional legal is on page 5 of document.	
Assessor's Property Tax Parcel/Account Number X P40707 Assessor Tax # not yet assigned	
The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.	

9802050035

BK 1763PG0078

After Recording Return To:  
Longview Fibre Company  
P. O. Box 667  
Longview, WA 98632

**EASEMENT FOR RIGHT-OF-WAY**

**KNOW ALL MEN BY THESE PRESENTS:** That the Grantor, MICHAEL P. HANKINS, a single man, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration, the receipt and adequacy of which is hereby acknowledged, grants, bargains, sells and conveys unto LONGVIEW FIBRE COMPANY, a Washington corporation, Grantee, its successors and assigns, a perpetual, exclusive, easement for right-of-way, sixty feet (60') in width, over and across an existing roadway over a portion of the Grantor's lands situated in the Northwest quarter of the Northwest quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$ ) of Section 35, Township 35 North, Range 5 East, Willamette Meridian, in Skagit County, Washington, more particularly described on Exhibit "A" and generally shown on Exhibit "B", both attached hereto and by this reference made a part hereof.

The parties 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 use and maintenance of a road to provide access.
2. Grantor reserves for himself, his heirs, successors and assigns, the right at all times for any purpose to cross and recross at any place on grade or otherwise and to use said right-of-way in a manner that will not unreasonably interfere with the rights granted to Grantee hereunder.
3. Grantee acquires the right to authorize third parties to use this easement described in this agreement, provided, that such use by the third party shall be subject to the terms and conditions of this agreement and shall not unreasonably interfere with the rights reserved to Grantor herein.
4. The cost of road maintenance and resurfacing shall be allocated on the basis of respective uses of said road. When any party uses said 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 said road is being used solely by one party, such party shall maintain the 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 said road, or any portion thereof, the parties shall meet and establish necessary maintenance provisions.

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 said 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 caused through normal and prudent usage of said road. Should inordinate damage to said road occur which is not caused by an authorized user of said road, the parties 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 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. Grantor reserves to himself all timber now on or hereafter growing within the rights-of-way on his lands and the right to remove said timber via the right-of-way herein granted.

8. Grantee may permit his respective contractors, licensees, purchasers of timber or other valuable materials and resources and their agents, hereinafter individually referred to as "Permittee" and collectively referred to as "Permittees," to exercise the rights granted to it herein.

9. In the event that any party retains an attorney, including in-house counsel, to enforce any provision of this easement, then the successful party shall be entitled to the award of reasonable attorney's fees from any party in default, including fees incurred by either in-house or outside counsel in State and Federal trial, bankruptcy, and appellate courts and fees incurred without suit, and all court and accounting costs incurred in resolution of such dispute.

Any and all suits and proceedings to enforce provision of this easement may be instituted and maintained in the Superior Court of the State of Washington located in Cowlitz County, Washington.

This easement shall be governed by the laws of the State of Washington, both as to interpretation and performance.

10. Grantee shall require each of its Permittees, before using said road on the lands of Grantor, 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 the Grantee against liability arising out of its operations, including use of vehicles. Minimum amounts of insurance shall be:

	<u>Limits</u>	
	<u>Each</u>	<u>Aggregate</u>
	<u>Occurrence</u>	

(1) Commercial General Liability,  
Including Loggers Broad Form  
Property Damage

**Blanket XCU Endorsement:**

	Combined Single Limit Bodily Injury and Property Damage	\$1,000,000	\$2,000,000
(2)	Automobile Liability:		
	Combined Single Limit Bodily Injury and Property Damage	\$1,000,000	
(3)	Umbrella Excess Liability	\$1,000,000	\$1,000,000

(b) Deliver to Grantor a certificate from the insurer of Grantee 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 Grantor ten (10) days written notice prior to any cancellation or modification.

11. Grantee agrees to save, defend, and hold harmless Grantor from all claims, costs, damage or expense of any kind, arising out of the occupancy or use of said roads by Grantee, its permittees or employees and to require of their contractors and purchasers of their timber or other valuable resources using said roads or their contractors using said roads, the same agreement for the benefit of Grantor.

12. The Grantor does hereby covenant that he is lawfully seized in fee simple of the above-described premises free from all encumbrances, except those appearing of record and that he, his heirs, successors, and assigns, will warrant and forever defend his title to said premises and every part and parcel thereof, subject to the aforesaid reservations and exceptions.

IN WITNESS WHEREOF, the Grantors have executed this instrument this 26<sup>th</sup> day of January, 1998.

GRANTOR:

By: Michael P. Hankins

Michael P. Hankins

GRANTEE:

LONGVIEW FIBRE COMPANY

By: David L. Bowden

David L. Bowden

Its: Senior Vice President-Timber

STATE OF WASHINGTON )  
 )  
 : ss.  
 County of Cowlitz )

On this 26<sup>th</sup> day of January, 1998, before me personally appeared DAVID L. BOWDEN, to me known to be the Senior Vice President-Timber, of 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 he was authorized to execute said instrument.

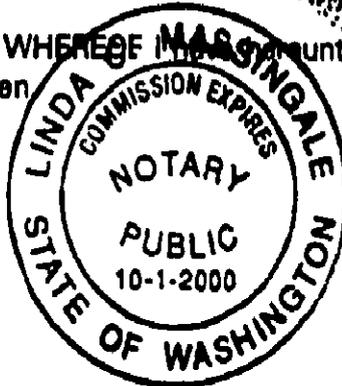
IT WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above-written.

Berkley A. Begley  
Notary Public in and for the State of Washington  
My Commission Expires: 4-30-2000

STATE OF WASHINGTON )  
 )  
 : ss.  
 County of Skagit )

On this 29<sup>th</sup> day of Jan, 1998, before me personally appeared MIKE P. HANKINS, 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.

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



Linda C Massingale  
Notary Public in and for the State of Wa  
My Commission Expires: 10-1-2000

**EXHIBIT "A"**

Commencing at the northeast corner of the Northwest quarter of the Northwest quarter of Section 35, Township 35 North, Range 5 East, W.M.; thence South along the East line of said Northwest quarter of the Northwest quarter 300 feet, more or less, to the centerline of the East Gilligan Creek County Road; thence North 68° West along the centerline of the County Road 220 feet to the true point of beginning.

Thence along the centerline of the existing road South 38° East 170 feet; thence South 64° East 110 feet to the east line of the Northwest quarter of the Northwest quarter, Section 35, Township 35 North, Range 5 East, W.M. EXCEPT that portion contained within the county road right-of-way.