

8

200105170001
Skagit County Auditor
5/17/2001 Page 1 of 8 8:59:27AM

Document Title:

Easement

Reference Number :

Grantor(s):

1. Crown Pacific Ltd

☐ additional grantor names on page ____

2.

40883
SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

Grantee(s):

1. Kate & Bryan Bowers

☐ additional grantee names on page ____

2.

MAY 17 2001
Amount Paid \$ 1.53
Skagit County Treasurer
By: Deputy

Abbreviated legal description:

☐ full legal on page(s) ____

Portions of Sec 2, 3, 10, 11 T35N R6E W.M

Assessor Parcel / Tax ID Number:

☐ additional tax parcel number(s) on page ____

350602 -3 -001 -0004
350603 -3 001 -0003
350603 -3 -002 -0002

350603 -3 -003 -0001
350610 -2 -001 0006
350610 -2 -001 -0005
350611 -2 -001 -0005
350611 -2 -006 -000

I, Frederic P. Petersen

, am hereby requesting an emergency non-standard recording for an additional fee provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document. Recording fee is \$8.00 for the first page, \$1.00 per page thereafter per document. In addition to the standard fee, an emergency recording fee of \$50.00 is assessed. This statement is to become part of the recorded document.

Signed

Frederic P. Petersen

Dated

5/15/2001

EASEMENT

THIS AGREEMENT, made and entered into this 9th day of May 2001, by and between CROWN PACIFIC LIMITED PARTNERSHIP, a Delaware limited partnership, hereinafter called "CROWN", and Kate and Bryan Bowers, a married couple, hereinafter called "GRANTEE",

WITNESSETH

CROWN hereby grants and conveys to Grantee, a permanent exclusive easement upon, over, under, through, across, and along rights-of-way 40 feet in width on the following described lands in Skagit County, Washington: Portion of Sections 2, 3, 10, and 11 all in Township 35 North, Range 6 East, W.M. being 20 feet on each side of the centerline of roads located approximately as shown as circles on the attached EXHIBIT A, subject as to said lands to all matters of public record.

The rights herein granted are subject to the following terms and conditions:

1. The above-referenced respective easements are conveyed for the purpose of construction, reconstruction, use and maintenance of a road and/or roads for the purpose of providing ingress to and egress from lands now owned by Grantee for the purpose of operating an educational retreat. At any point where this retreat ceases to permanently operate, written notice must be sent to Crown Pacific, Hamilton Division, Land and Timber Manager, at such time, this easement shall terminate.
2. Should a new owner acquire the property now befitting by this easement, this easement shall terminate.
3. GRANTEE will also pay CROWN the sum of One Hundred Dollars (\$100) prior to the execution of this Agreement, to equate the cost of the above-mentioned road construction and/or easements between the parties.
4. Construction standards: All work shall be performed in a proper workmanlike manner conforming to the standards of construction for forest management roads (Exhibit B) in the area, and conforming to all applicable government rules and regulations including without limitation the Forest Practices Act, Chapter 76, RCW, Laws of the State of Washington.
5. Crown 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 and to use said road, in any manner that will not unreasonably interfere with the rights granted to Grantee under the terms of this Agreement.
6. The cost of road maintenance and resurfacing shall be allocated on the basis of respective uses of said road. 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 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.

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.



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7. 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 what 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 repair, the party to undertake the repair, and the shares of repair costs to be borne by each user of said road.
8. Crown reserves to itself all timber now on or hereafter growing within the respective right-of-way on its said lands.
9. Grantee shall indemnify and save harmless Crown from and against any and all suits, claims, actions, losses, costs, penalties, and damages of whatsoever kind and nature, including attorney's fees, to the "greatest extent" as allowed by law, as set forth in RCW 4.24.115 and any amendments thereto arising out of and in connection with or incident to the use of the said easement and any and all work and/or maintenance performed on said easement.
10. Grantee shall, if so requested by Crown, procure, maintain and furnish Crown with satisfactory evidence of liability insurance in a form generally acceptable in the trade and customary in the area, insuring Crown against liability arising out of its operations on said easement, with limits as Crown may reasonably require.

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

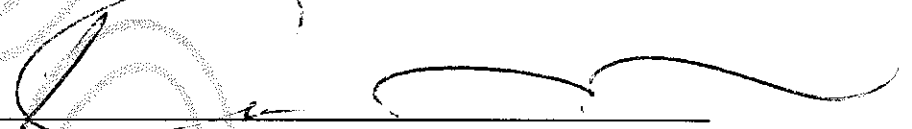
CROWN PACIFIC LIMITED PARTNERSHIP
an Delaware limited partnership

By CROWN PACIFIC, LTD.,

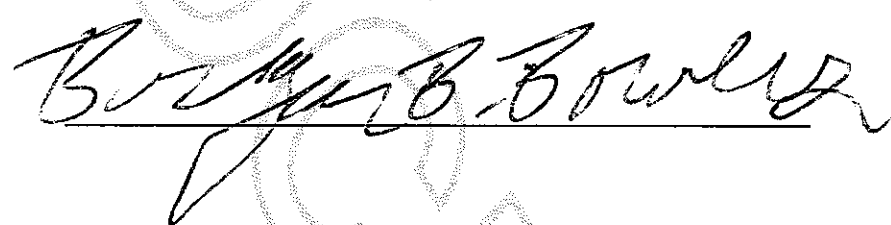


Title Land & Timber Mgr

KATE BOWERS



BRYAN BOWERS





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WASHINGTON
STATE OF OREGON)
)ss
COUNTY OF SKAGIT)

On this 9th day of MAY, 2001, before me personally appeared Russ PAUL, to me known to be the, LAND & TIMBER MANAGER, respectively, of Crown Pacific, Ltd., a General Partner of Crown Pacific Limited Partnership, the partnership 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.

David W. Lambert

Notary Public in and for the State of Oregon, ~~WASHINGTON~~
residing in SEDRU WOOLLEY

My appointment expires 1-5-2003.

STATE OF WASHINGTON)
)ss
COUNTY OF SKAGIT)

On this 9th day of MAY, 2001, before me personally appeared KATE BOWERS & BRYAN BOWERS, to me known to be the, _____, of _____, the corporation that executed 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.

David W. Lambert

Notary Public in and for the State of Washington
residing in SEDRU WOOLLEY.

My appointment expires 1-5-2003

ROADUSE:EASEMENT/MASTER



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, Skagit County Auditor

Exhibit A

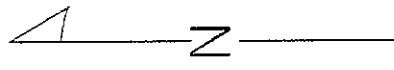
Red Cabin Easement

B

Map Type: Ad-hoc
County: Skagit
Unit Name: E
Legal: Sec. 2, 3, 10 and 11 T35N, R6E

Prepared By: P. Smith
Date: March 29, 2001
Map Name: EASEMENT

Scale: 15840

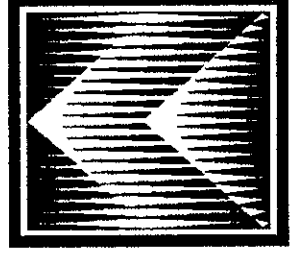


- Lines:
- | | |
|----------|-----------------|
| OWNER | HIGHWAY |
| MAINLINE | POWERLINE |
| FORES-RD | CREEK-3 |
| NON-DRIV | Easement |
| INACT-RD | Proposed const. |
| PUBLIC-P | |

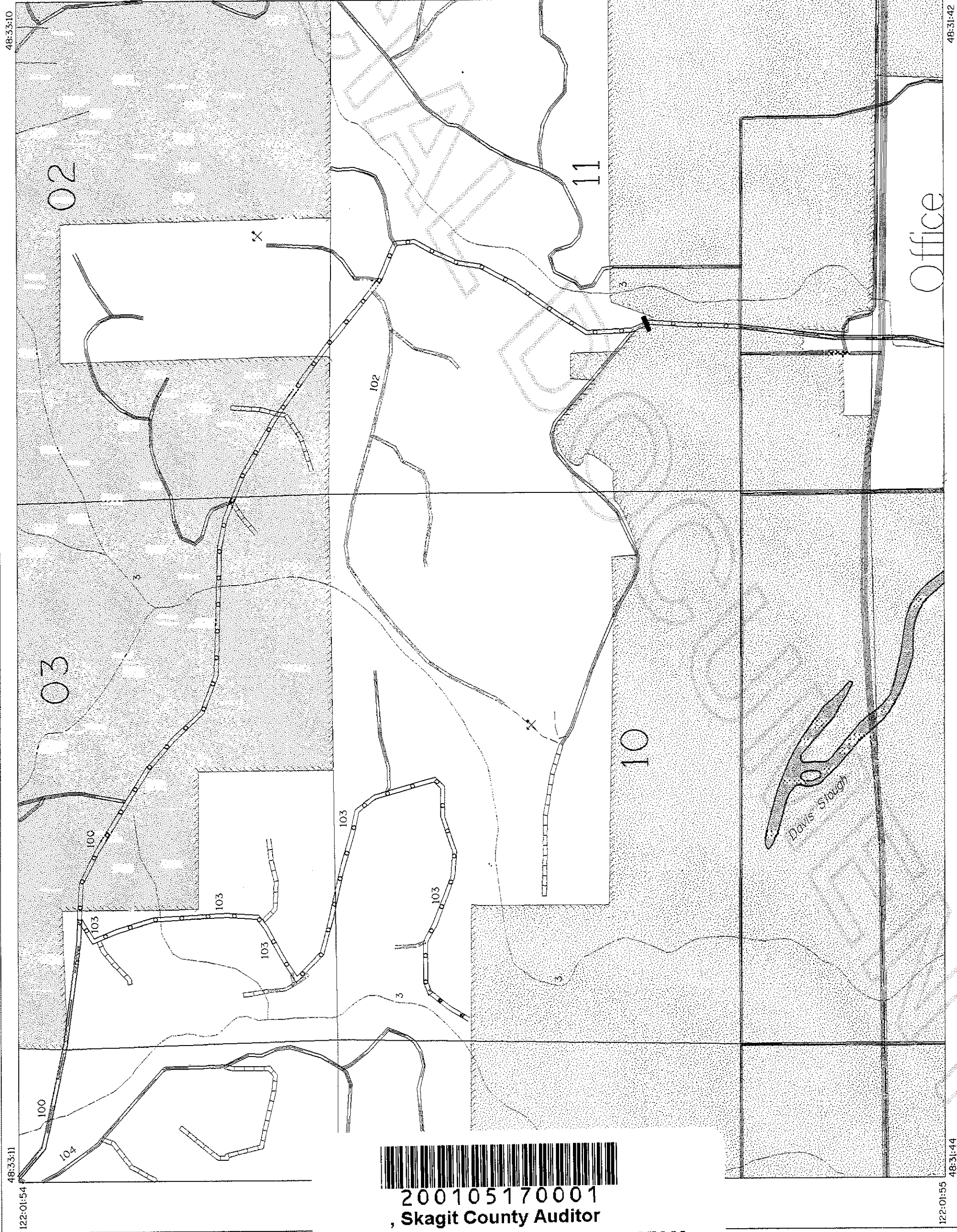
Symbols:

Rock/Pit - Exis

Gate



Crown Pacific



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Remark:

EXHIBIT B

MINIMUM ROAD SPECIFICATIONS

Page 1 of 3

Note: Crown has classified its roads as follows:

Class A - Forest Management Road

Class B - Secondary Road

Section 1 of these Specifications covers Class A and Class B roads.

All road location changes or additional roads must be approved by Crown's Representative before construction.

A. Clearing

- (1) The right-of-way corridor will be cleared five (5) feet beyond the cutslope and five (5) feet beyond toe of fill or a minimum of fifteen (15) feet on either side of centerline.
- (2) Deck all merchantable logs within ownership in neat workmanlike decks and in areas where the logs will not be covered during road construction.

B. Grubbing

- (1) Stumps: remove all stumps that fall within two feet horizontally of the top of the cutslope or where roots are undercut.
- (2) Debris: dispose of debris created by construction or improvement by the following methods as specified:
 - (a) pile and burn,
 - (b) bury in fills that do not support the road bed or in designated waste areas where slopes are less than 40%,
 - (c) lop and scatter outside the right-of-way clearing when natural openings exist, or
 - (d) any other method specifically approved or directed by Crown.

C. Drainage

- (1) Culverts:
 - (a) install the required length and diameter culvert and skew as specified on the plan and/or profile map in the natural lay of the creek.
 - (b) construct the outlet end of all cross-culverts beyond the toe of the road fill. Ballast the ground surface at the outlet end of the culvert as necessary to prevent surface erosion. Do not terminate culvert outfall on soil that will erode. Use downspouts as specified by Road Construction Administrator.
 - (c) all culverts specified at or over 36 inches in diameter shall be built with hard rock fills.
- (2) Ditches: particular care must be taken to construct ditches that drain to inlet end of the culvert and away from the road from the outlet end of the culvert. Ditch subgrade twelve (12) inches deep and three (3) feet wide on all sidehill sections, and along both sides on throughout sections, or unless otherwise specified.
- (3) Headwalls: provide rock headwalls at all cross-drain culverts or as designated.
- (4) All drainage structures will be constructed and placed at intervals in accordance with the Forest Practices Act.



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D. Grading

(1) Road grade will follow Crown's marked location. Vertical and horizontal alignment must have smooth continuity without abrupt changes in direction.

	<u>Maximum Grade</u>		<u>Minimum Curve radius</u>
	<u>Favorable</u>	<u>Adverse</u>	
Class A	12%	8%	60 feet
Class B	18%	12%	50 feet

- (2) Extra widening on the inside of the curve is as follows:
- (a) two (2) feet extra on 80- to 100-foot radius curve.
 - (b) four (4) feet extra on 60- to 80-foot radius curve.
- (3) Subgrade: Minimum subgrade width is sixteen (16) feet shoulder-to-shoulder plus three (3) feet for ditch. Subgrade width will vary, depending upon ballast depth, to provide for fourteen (14) foot roadway with foreslopes of 1:1 on ballast. The following shows subgrade widths depending upon the classification of the road.

Class A: running surface fourteen (14) feet:

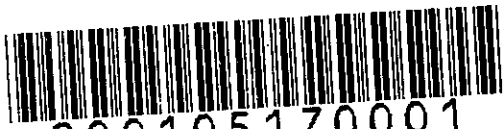
<u>Ballast & Surfacing Depth</u>	<u>Subgrade Width</u>	<u>Subgrade Width Plus 3' Ditch</u>	<u>Through-Cut 3' Ditch on Both Sides</u>
12 inches	16 feet	19 feet	22 feet
18 inches	17 feet	20 feet	23 feet
24 inches	18 feet	21 feet	24 feet
30 inches	19 feet	22 feet	25 feet
36 inches	20 feet	23 feet	26 feet
42 inches	21 feet	24 feet	27 feet

Class B: running surface twelve (12) feet:

<u>Ballast & Surfacing Depth</u>	<u>Subgrade Width</u>	<u>Subgrade Width Plus 3' Ditch</u>	<u>Through-Cut 3' Ditch on Both Sides</u>
12 inches	16 feet	19 feet	22 feet
18 inches	16 feet	19 feet	22 feet
24 inches	16 feet	19 feet	22 feet
30 inches	17 feet	20 feet	23 feet
36 inches	18 feet	21 feet	24 feet
42 inches	19 feet	22 feet	25 feet

(4) Cutslopes shall be constructed to a uniform line and left rough for easier revegetation in conformance with the following table or as directed:

Common earth (on side slopes to 55%)	1:1
Common earth (55% to 70%)	3/4:1
Common earth (on slopes over 70%)	1/2:1
Hardpan or solid rock	1/4:1



- (5) Fill slopes and fills: fills to six (6) foot height at center line must have two (2) foot extra wide subgrade. Fills over six (6) foot height at center line must have four (4) foot extra wide subgrade.

<u>Fill Slope Material</u>	<u>Fill Slope Ratio</u>
Common earth	1 1/2:1
Rock	1 1/2:1
Sandy soils	2:1

- Place earth embankments in two-foot layers and compact by routing excavation equipment over entire width of the layer. Side hill fills too narrow to accommodate excavation equipment may be placed by enddumping or side casting until sufficiently wide to support the equipment. Exclude logging debris and organic material from fills that support the road and waste fills on slopes in excess of 40%. If necessary, construct keys as specified or directed at toe of fills to prevent slippage.
- Keep all silt-bearing excavation from being deposited in area where it will enter a flowing stream.
- Do not permit silt-bearing runoff from cuts and fills, roadways and waste areas to go directly into any streams. Accomplish sediment removal through silt traps and settling ponds.
- Progress construction in a manner which provides for stability of excavation material. Rough grade or pioneer new roads only as far as construction can be completed during current construction season. Take necessary precautionary steps (i.e., waterbars, ditches) to insure soil and water protection during current periods of operation, as well as winter-over or periods of inactivity.

E. Ballast

Ballast depth will be twelve (12) inches or as specified in the contract. Rock used for road ballast will be from pits designated in the contract or approved by Crown. Entire ballast width to be machine-compacted.

F. Surfacing

Depth and type of surfacing and pit location will be as designated in the contract.

G. Turnouts

- (a) Location: turnouts must be intervisible with a maximum of 1,000 feet between the turnouts or as surveyed and designed.
- (b) Size: turnouts must be fifty (50) feet long, with ten (10) feet extra roadway width and with twenty-five (25) feet of transition on either end for a total of one hundred (100) feet length.

H. Crown

Crown subgrade and base course to 2%. Give particular attention to crown on grades from level to 2%.