



200205210071

Skagit County Auditor

5/21/2002 Page 1 of 6 10:25AM

Document Title: _____

Reference Number : _____

Grantor(s):

additional grantor names on page ____

1. Wash. State of

2.

Grantee(s):

additional grantee names on page ____

1. Byrd, Clarence G

2. Byrd, Flora C

Abbreviated legal description:

full legal on page(s) ____

27/33/10

Assessor Parcel / Tax ID Number:

additional tax parcel number(s) on page ____

P18734

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

MAY 21 2002

Amount Paid \$
Skagit County Treasurer
By: Deputy

EASEMENT

THIS AGREEMENT, made and entered into this 1st day of November, 1978, by and between CLARENCE G. BYRD and FLORA C. BYRD, husband and wife, herein collectively called the "Grantee," 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 a \$5.00 statutory fee hereby grants and conveys to the Grantee, its successors and assigns, a permanent, indivisible easement upon, over and across a location as shown on Map No. 41258 filed in the office of the Commissioner of Public Lands at Olympia, Washington, a copy of which is attached as Exhibit A, indicating said right of way in red, and by this reference made a part hereof, all in Skagit County, Washington.

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 construction, reconstruction, use and maintenance of a road or roads for the purpose of providing access to and from lands now owned or hereafter acquired by the Grantee hereto.

Provided, however, thirty (30) days prior to any construction, reconstruction, or development, the Grantee 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. The Grantee'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 the Grantee shall provide for the examination of the right of way, with the State's Area Manager, before 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, and to use said rights of way in a manner that will not unreasonably interfere with the rights granted to the Grantee herein.

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 the Grantee herein.

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. The Grantee 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 "Permittees," to exercise the rights granted to it herein: provided, that when the Grantee or one of its Permittees plans to use any portion of said roads for the purpose of hauling timber or other valuable materials, such party shall notify the State at least fifteen (15) days prior to the commencement of use of said rights, advising of the portion of road to be used, the approximate dates when such use will begin and end, and of the approximate volumes of forest products or valuable materials to be hauled and forthwith upon the completion of such use notify the State thereof.

The Grantee shall be required and shall also require each of its Permittees, before using any of said roads 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 Grantee and or 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), Two Hundred Fifty Thousand Dollars (\$250,000.00) for injury to one person, Five Hundred Thousand Dollars (\$500,000.00) for any one occurrence, and Two Hundred Fifty Thousand Dollars (\$250,000.00) 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, 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; 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 Grantee and or 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.

9. This easement, shall not be assigned without prior written consent of the State, except that this easement may be used by any employee, contractor, or representative of the Grantee hereinabove collectively referred to as Permittee, while engaged in the Grantee's operations.

10. All obligations under this easement which involve the expenditure of funds by the State shall be subject to the availability of such appropriated funds.

11. The State shall notify the Grantee by United States mail, addressed to the address shown on the application for this easement on file in the office of the Commissioner of Public Lands in Olympia, Washington, of any instance of noncompliance with any of the terms and conditions hereof. Such notice will specifically identify the manner of noncompliance herewith. Upon receipt of such notice the Grantee shall immediately take or cause to be taken effective remedial action.



STATE OF WASHINGTON)
) ss
COUNTY OF THURSTON)

On this 1st day of November, 19 78, before me personally appeared BRUCE W. REEVES, to me known to have signature authorization delegated to him to sign for BERT L. COLE, 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.

Frank R. Vetter
Notary Public in and for the State of Washington, residing at Olympia.

20

21

22

23

24

29

28

27

26

25

32

33

34

35

36



200205210071
Skagit County Auditor

41250

T 33N R10E

C.G. DYER 9/28/78

Sept 28, 1978

Traced from

PRAIRIE 11TH WASH-

N 43E W12.5/75 1966

DARRINGTON WASH

N 43E W12.5/75 1966

US GEOLOGICAL SURVEY TOPOGRAPHIC MAPS

SKAGIT CO.

SNOWHORN CO

Distances

(A) to (B) approximately 0.7 miles

(B) to (C) approximately 0.3 miles

W 1/2 NE 1/4
Section 27,
Rge. 10 East
Twp 33 North

STATE
30'
SUMMIT PAC
CO.

C.G. DYER
AND
S. BYRD

STATE
STURGEON

STATE

PRAIRIE

