


When recorded return to:
Kathi Ray
Dept. of Natural Resources
919 N. Township St.
Sedro-Woolley, WA 98284-9384


200310240144
Skagit County Auditor
10/24/2003 Page 1 of 11 1:34PM

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
DOUG SUTHERLAND, Commissioner of Public Lands**

Grantor(s): JOHN H. WEPPLER and DIANA M. WEPPLER, husband and wife, and JAMES D. WEPPLER and AMY S. WEPPLER, husband and wife

Grantee(s): STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES

Legal Description: Portions of SW 1/4 of NW 1/4 & NW 1/4 of SW 1/4 of Section 17 of Township 33 North and Range 5 East, W.M.

Assessor's Property Tax Parcel or Account Number: P18115 and P18120

Cross Reference:

DNR Easement No. 55-074932

EASEMENT

THIS AGREEMENT, made and entered into this 6th day of October, 2003, by and between JOHN H. WEPPLER and DIANA M. WEPPLER, husband and wife, and JAMES D. WEPPLER and AMY S. WEPPLER, husband and wife, herein called "Grantor," and STATE OF WASHINGTON, acting by and through the Department of Natural Resources, herein called "the State," WITNESSETH:

Conveyance. Grantor, for and in consideration of Nine Thousand, Two Hundred Fifty and no/100 Dollars (\$9,250.⁰⁰), hereby grants, conveys, and warrants to the State, its successors and assigns, a permanent Easement over parcels of land in Skagit County legally described as set forth in Exhibit "A" (hereafter Burdened Parcel) said Easement to be sixty (60) feet in width running thirty (30) feet on each side of a centerline of a road located approximately as shown on Exhibit "B" (hereafter Easement Area).

Purpose. The Easement is conveyed to provide ingress and egress to and from lands owned by the State for the purpose of road construction, timber hauling, and natural resource management activities. Authorized use shall include the right to travel, maintain, repair, construct or reconstruct the Easement Area.

Appurtenant. This Easement shall be deemed appurtenant to the real property now owned by the State located in Skagit County, legally described as set forth in Exhibit "C" attached hereto and such real property hereafter acquired by the State (hereafter Benefited Parcel).

Reservations. Grantor reserves the right at all times for any purpose, to cross and recross the Easement Area at any place on grade or otherwise. Grantor may grant to third parties any or all of the rights reserved therein; provided, that use by such party shall be subject to the terms and conditions of this Easement and shall not unreasonably interfere with the rights granted to the State herein. Grantor reserves all timber now on or hereafter growing within the rights of way on said lands and the right to remove said timber via the right of way herein granted.

Relocation. State shall have the right to relocate the Easement at the State's sole cost so long as the new location does not unreasonably interfere with the reserved rights of the Grantor herein.

Maintenance. 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.

Repairs. 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 that is in excess of that which it would cause through normal and prudent usage. Should damage be caused by an unauthorized user, the cost of repair shall be treated as ordinary maintenance and handled as set forth above.

Improvements. 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.

Permittees. The State 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.

Insurance. The State of Washington, including all its agencies and departments, is self insured for all exposures to tort liability, general liability, property damage liability and vehicle liability, as provided in statute, but only as respects the negligence of the State.

Before using any of said rights granted herein, the State's Successors and Assigns (Assignees) shall obtain and keep in force the following liability insurance policies, insuring against liability arising out its operations, including use of vehicles, with the corresponding minimum amounts of coverage:

- a. Commercial General Liability (CGL) insurance with a limit of not less than \$1,000,000 per each occurrence. If such CGL insurance contains aggregate limits, the general aggregate limit shall be at least twice the "each occurrence" limit, and the products-completed operations aggregate limit shall be at least twice the "each occurrence" limit.
- b. Employer's Liability ("Stop Gap") insurance, and if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
- c. Business Auto Policy (BAP) and if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 per accident, with such insurance covering liability arising out of "Any Auto".

All Assignees shall comply with all State of Washington workers' compensation statutes and regulations. Worker's compensation coverage shall be provided for all employees of assignees and employees of any subcontractors or sub-subcontractors.



Assignees shall deliver to Grantor, upon request, a certificate of insurance executed by a duly authorized representative of each insurer showing compliance with the insurance requirements specified above. In the event of cancellation or non-renewal of any coverages, written notice as prescribed in statute (Chapter 48.18 RCW or Chapter 48.15 RCW) will be provided to Grantor.

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

JOHN H. WEPPLER and DIANA M. WEPPLER
husband and wife

Dated: 9.23, 2003.
John H. Weppler
JOHN H. WEPPLER

Dated: 9-23-, 2003.
Diana Weppler
DIANA WEPPLER

Address: 20325 State Route 9
Mount Vernon, WA 98274

JAMES D. WEPPLER and AMY S. WEPPLER,
husband and wife

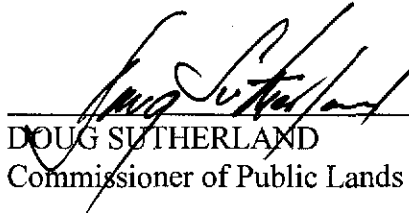
Dated: Sept 23, 2003.
James D. Weppler
JAMES D. WEPPLER

Dated: Sept. 23, 2003.
Amy S. Weppler
AMY S. WEPPLER

Address: 20448 State Route 9
Mount Vernon, WA 98274

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Dated: 10/6/03, 2003.


DOUG SUTHERLAND
Commissioner of Public Lands

Affix Seal of Commissioner
of Public Lands

Approved as to Form this
30th day of November, 2001.

By: Jim Schwartz
Assistant Attorney General
State of Washington



INDIVIDUAL ACKNOWLEDGMENT

STATE OF WASHINGTON

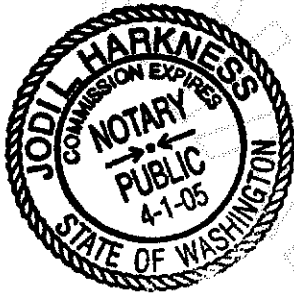
County of Skagit

I certify that I know or have satisfactory evidence that JOHN H. WEPPLER and DIANA M. WEPPLER, husband and wife are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 9-23-03

Jodi L. Harkness
(Signature)

Jodi L. Harkness
(Print Name)



Notary Public in and for the State of
Washington, residing at Sedro Woolley
My appointment expires 4-01-05



INDIVIDUAL ACKNOWLEDGEMENT

STATE OF WASHINGTON

County of skagit

I certify that I know or have satisfactory evidence that JAMES D. WEPPLER and AMY S. WEPPLER, husband and wife are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 9-23-03

Jodi L. Harkness
(Signature)

Jodi L. Harkness
(Print Name)



Notary Public in and for the State of
Washington, residing at Sedro Woolley
My appointment expires 4-01-05



STATE ACKNOWLEDGMENT

State of Washington

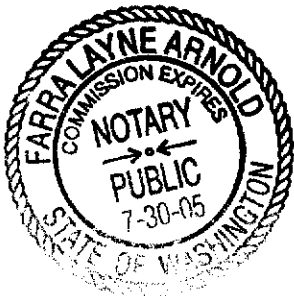
County of Thurston

I certify that I know or have satisfactory evidence that DOUG SUTHERLAND is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Commissioner of Public Lands, and administrator of the Department of Natural Resources of the State of Washington to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: October 6, 2003

Farra Layne Arnold
(Signature)

Farra Layne Arnold
(Print Name)



Notary Public in and for the State of Washington,
residing at Olympia
My appointment expires 7-30-05



EXHIBIT A
BURDENED PARCEL(S)

Tracts 1 and 2 of Short Plat No. 36-80, Revised, approved September 23, 1980 and recorded January 29, 1982, under Auditor's File No. 8201290042, records of Skagit County, Washington.
(Being a portion of the Northwest ¼ of Section 17, Township 33 North, Range 5 East, W.M.)

Situate in the County of Skagit, State of Washington.

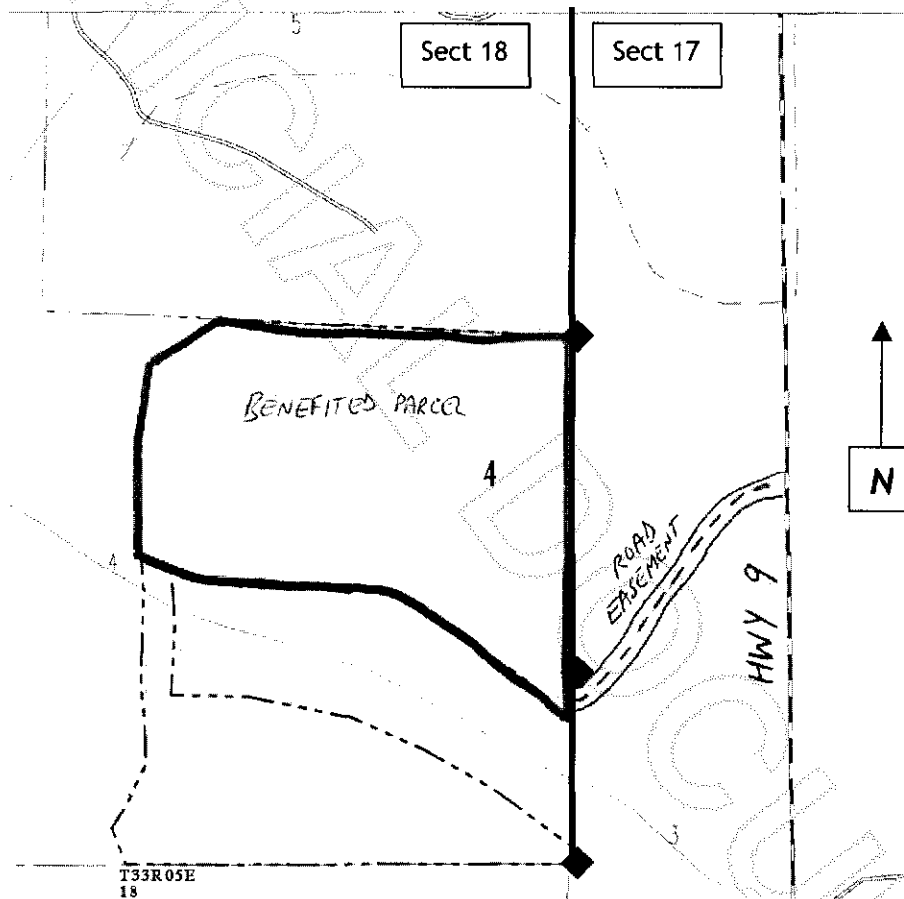


EXHIBIT B

Map of Road Easement Area

Road Easement located in the
SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 17, Township 33, Range 5 East W.M.

Road approximately 740 feet in length.
◆ = approximate survey marker location.



Scale 1:4800



**EXHIBIT C
BENEFITED PARCEL
State Land**

Approximately 15 acres located in the SE ¼ of the NE ¼ of Section 18 of Township 33,
Range 5 East, W.M., Skagit County, Washington

5526
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

OCT 24 2003

Amount Paid \$ 141.52
Skagit Co. Treasurer
By *[Signature]* Deputy



200310240144

Skagit County Auditor