

AFTER RECORDING RETURN TO:



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5 11:50AM

Mt. Baker Ranger District

810 SR 20

Sedro Woolley, WA

98284

COVER SHEET

Document Title: Easement

Reference Number(s) of Documents Assigned or Released: N/A

Grantor(s): Sapp, Terry
Sapp, Rick

Grantee(s): United States of America
Forest Service, Department of Agriculture

Abbreviated Legal Description: Ptn Lot 42, PEAVEY'S ACREAGE TRACT NO. 1,
Vol. 3, Page 37, records of Skagit County

Assessor's Property Tax Parcel/Account Number(s): 3966-001-042-0202/ P67928

551
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

FEB 03 2006

Amount Paid 70.19
By Skagit Co. Treasurer
Deputy
Lp

TEMPORARY RIGHT-OF-WAY EASEMENT DEED

THIS EASEMENT, dated this 15 day of August, 2005, from Terry F. Sapp and Rick H. Sapp, hereinafter called "Grantor(s)", to the United States of America, hereinafter called "Grantee,"

WITNESSETH:

Grantors, for and in consideration of \$ 3,000.00 dollars, being \$1,500.00 for the year 2005 and \$1,500.00 for the calendar year 2006, received by Grantors, do hereby grant and conveys unto the Grantee and its assigns, an easement for a temporary bridge construction facilitation area over and across the following described lands in the County of Skagit, State of Washington, to wit:

The said easement being 45 feet in width, lying adjacent and parallel to and along the westerly margin of that portion of Lot 42, "Peavey's Acreage Tract No. 1", as per plat recorded in Volume 3 of Plats, Page 37, records of Skagit County, Washington, described as follows:

Beginning at the point where the West line of Lot 42, of "Peavey's Acreage No. 1" intersects the South boundary line of Public Road known as the Hoehn Road, and formerly known as the James Young and Sterling Road; thence Northeasterly along the South boundary line of said road, a distance of 250 feet; thence in a Southeasterly direction winding along and down the bank of the Skiyou Slough to the center of said Slough; thence Easterly 20 feet; thence Northwesterly parallel and 20 feet distance from the said Southeasterly line extending from the Public Road to the center of said Skiyou Slough, to the South boundary line of the said James Young and Sterling Road; thence Westerly along the South boundary line of said road to the place of beginning, all being situated in Government Lot 3, Section 21, T35N R5E, W.M., Skagit County, Washington.

The westerly edge of an existing abandoned trestle bridge being accepted as the easterly margin of the aforementioned 45 foot wide easement.

TOGETHER With, an additional area for temporary use of vehicle and equipment parking, and placement of salvageable dimensional timbers, lying between the north margin of Hoehn Road County Right of Way and a line 50 feet northerly and parallel to said Hoehn Road, and east of Fender Creek, currently in grass.

The acquiring Agency is the Forest Service, Department of Agriculture.

This conveyance is made subject to the following reservations by the Grantors, their heirs and assigns:

Sapp/ForestService Easement

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1. The right to cross and recross the easement at any point and for any purpose in such manner as will not materially interfere with use of the area for bridge construction purposes.
2. The right to all timber now or hereafter growing on the easement subject to Grantee's right to cut timber on the easement to the extent necessary for constructing, reconstructing, and maintaining the bridge to be constructed. Timber so cut shall, unless otherwise agreed to, be cut into logs of standard lengths and decked along the road for disposal by Grantor.

The rights, privileges, and authority herein granted to the United States and its assigns, including contractors, licensees, and permittees, to use the easement area herein granted to facilitate removal and reconstruction of a new bridge on the Government's fee parcel lying immediately East of this easement area, and to place equipment and construction materials within the easement area, and use same as a staging area to facilitate the construction on adjacent Government lands.

The Government shall perform, or cause it's contractors, licensees, and permittees, to remove any and all equipment, materials, or property from the easement area prior to expiration of this agreement, and regrade and revegetate the easement area to a condition acceptable to both parties, using native vegetation. No conifers of merchantable size shall be felled or removed within the easement area.

The Government shall perform, or cause it's contractors, licensees, and permittees, to place visibly sound dimensional lumber from the existing trestle deck under removal, on the Grantor's property immediately north of the Hoehn Road within the aforementioned temporary use and parking area.

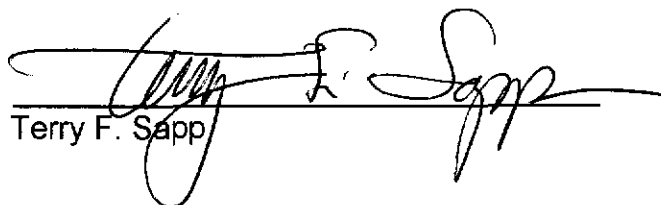
Equipment entry and exit to the temporary easement will occur without removal or damage of large conifers, specifically a large Cedar 14' west, and a large spruce 45' west, of the trestle bridge. A cedar tree 12' west of the trestle bridge may be cut, if necessary.

The Government agrees that it will comply with all applicable laws, rules and regulations in it's activities within the easement area conducted by it's officers, agents and/or employees. The liability of the Government for any damages shall be governed by the Federal Tort Claims Act.

This grant shall continue as long as needed for the above purposes, and shall expire upon completion of the above work, or on December 31, 2006, whichever occurs first.



IN WITNESS WHEREOF, the said Grantors have hereunto set their hand and seal on the day and year first above written.

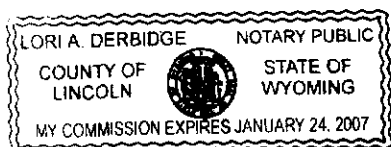

Terry F. Sapp

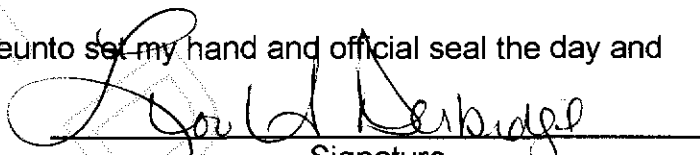
ACKNOWLEDGMENT

State of Wyoming)
County of Teton) ss.


On this 15th day of August, 2005, before me, the undersigned, a Notary Public in and for said State personally appeared Terry F. Sapp, a single man, personally known to me (or proved to me on the basis of satisfactory evidence) to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein mentioned.

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




Signature
Lori A. Derbidge
Print name

Residing at 50 Buffalo Way, Jackson WY 83001
My Commission Expires 1/24/2007


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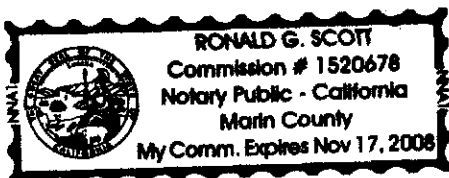
Rick H. Sapp
Richard H. Sapp
Rick.

ACKNOWLEDGMENT

State of CALIFORNIA)
County of MARIN) ss.

On this 24th day of AUGUST, 2005, before me, the undersigned, a Notary Public in and for said State personally appeared RICK H. SAPP, a single man, ~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the individual described in and who executed the within and foregoing instrument, and acknowledged that ~~he/she~~ executed the same as his/her free and voluntary act and deed for the uses and purposes therein mentioned.

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



Ronald G. Scott
Signature
RONALD G. SCOTT
Print name
Residing at SAN RAFAEL, CA
My Commission Expires 11-17-08

Certified correct as to conditions, description, and consideration.

Forest Shoemaker
Forest Land Surveyor

12 SEPT 2005
Date