

AFTER RECORDING MAIL TO:

Lands Program
Washington State Parks & Recreation Commission
PO Box 42650
Olympia, WA 98504-2650



200603240078
Skagit County Auditor

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Document Titles (s)

1. ACCESS EASEMENT

Reference numbers of related documents:

None

Grantor(s):

1. CHARLES I. STAVIG

Grantee(s):

2. STATE OF WASHINGTON, WASHINGTON STATE PARKS AND RECREATION COMMISSION

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

MAR 24 2006

Amount Paid \$ 0
Skagit Co. Treasurer
By *Lp* Deputy

Legal Description:

A 60.00 foot wide strip of land, 30.00 feet lying on either side of the centerline of the Taggart-Quarry Road, said road running through the west half of the northwest quarter of the northeast quarter of Section 24, Township 34 North, Range 1 East, W.M. in Skagit County, Washington.

Assessor's Property Tax Parcel Account Number(s):

Running through: P121492

ACCESS EASEMENT

Deception Pass State Park

Charles I. Stavig

Project #1996-07-05

THIS EASEMENT is made this 28 day of February, 2006, between the State of Washington, acting through the WASHINGTON STATE PARKS AND RECREATION COMMISSION, as grantee (hereafter "State") and Charles I. Stavig, a single individual (hereafter "Grantor").

1.0 Conveyance.

- 1.1 Easement Area. For valuable consideration receipt of which is hereby acknowledged, the Grantor hereby grants and conveys to State a non-exclusive easement over a parcel of land in Skagit County, said easment legally described in Exhibit A and located approximately as shown on Exhibit B – Location Map (hereafter "Easement Area").

2.0 Term.

- 2.1 The term of this easement shall be perpetual.

3.0 Purpose.

- 3.1 The easement is conveyed for the purpose of providing ingress and egress, and utility service to and from lands owned by State at Deception Pass State Park, said lands legally described in Exhibit C.

Authorized use shall include the right to travel, maintain, repair, construct or reconstruct the Easement Area subject to the restrictions set forth hereafter. The purpose of this easement shall not be changed or modified without the consent of the Grantor which shall be at its sole discretion. Any unauthorized use of this Easement Area shall be considered a material breach of this Easement.

4.0 Nature of Estate.

- 4.1 Appurtenant Easement. The easement granted herein shall be deemed appurtenant to real property in Skagit County, Washington, located approximately as shown in Exhibit B – Location Map and legally described as in Exhibit C, attached hereto and by this reference incorporated herein, and known as Deception Pass State Park (hereinafter "Benefited Parcel").



4.2 Reservations. Grantor reserves all ownership of the Easement Area and resources thereon (including timber unless conveyed under this easement) and the right of use for any purpose including but not limited to the right to remove resources within the Easement Area reserved by Grantor; the right at all times to cross and recross the Easement Area at any place on grade or otherwise; and the right to use, maintain, patrol, reconstruct or repair the Easement Area so long as it does not unreasonably interfere with the rights granted herein. Grantor may grant to third parties any and all rights reserved. Grantor further reserves the right to relocate the right of way. If the right of way is relocated at the sole request of Grantor, Grantor shall construct the relocated right of way and associated improvements to the same standards existing at the time of relocation.

4.3 Maintenance. Maintenance is defined as work normally necessary to preserve and keep the road in its present condition or as hereafter improved. At a minimum, the road will be maintained to meet forest practice standards set forth in WAC 222-24-050 as now written or hereafter amended.

During periods that State and/or other parties with an easement or license from the Grantor use the road, or any portion thereof, the cost of maintenance and resurfacing shall be allocated among such users on the basis of their respective use including that of their agents. During periods of joint maintenance, the users shall meet at times to be set at the discretion of State and establish necessary maintenance provisions. Such provisions shall include, but not be limited to the following:

- a) The appointment of a maintainer, which may be one of the parties or any third party, to perform or contract the maintenance.
- b) A method of payment by which each party using the road or a portion thereof, shall pay its pro rata share of the cost of maintenance.]

4.4 Repairs. Each party with an easement or license from the Grantor to use the road, shall repair at its sole cost, that damage to the road occasioned by it which 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.

4.5 Improvements. State shall construct no improvements not described herein without the prior consent of Grantor. Unless the parties agree in writing to share the cost of improvements, improvements shall be at the sole expense of the improver. Any improvements to the Easement Area shall become property of the Grantor unless the applicable consent specifically provides otherwise.



5.0 General Provisions

- 5.1 Insurance. State shall require its contractors, subcontractors or other permittees to procure and maintain insurance while operating on the Easement Area.
- 5.2 Notice. Any notices required or permitted under this easement may be delivered personally, sent by facsimile machine or mailed first class, return receipt requested.
- 5.3 Modification. Any modification of the easement must be in writing and signed by parties.
- 5.4 Termination. Grantor shall have the right to terminate this easement if State fails to cure a material breach of this easement within sixty (60) days of notice of default (Cure Period). If a breach is not reasonably capable of being cured within the Cure Period for reasons other than lack of or failure to expend funds, State shall commence to cure the default within the Cure Period and diligently pursue such action necessary to complete the cure. In addition to the right of termination, Grantor shall have any other remedy available in law or equity. Designation of certain breaches as immaterial throughout this easement shall not preclude other breaches from being declared material.
- 5.5 Severability. If any provision of this easement shall be held invalid, it shall not affect the validity of any other provision herein.
- 5.6 Non-waiver. The waiver by Grantor of any breach or the failure of Grantor to require strict compliance with any term herein shall not be deemed a waiver of any subsequent breach.
- 5.7 Successors and Assigns. This easement shall be binding upon and shall inure to the benefit of the parties, their successors and assigns except to the extent that this section conflicts with the section labeled "Nature of Estate" in which case the Nature of Estate section will control.
- 5.8 Compliance with Laws. State shall, at its own expense, conform to all applicable laws, regulations, permits or requirements of any public authority affecting the Easement Area and the use thereof. Upon request, State shall supply Grantor with copies of permits or orders.
- 5.9 Construction. The terms of this easement shall be given their ordinary meaning unless defined herein and shall not be presumed construed against the drafter.
- 5.10 Release and Indemnity. State and Grantor hereby mutually agree to indemnify and hold harmless each other as to their respective interests and uses of the Easement Area.



5.11 Self-Insurance. State and Tenant, as state agencies, are covered by the tort liability provisions of the state's self-insurance program. It is understood that each state agency that is a party to this lease will be assigned and assume responsibility for any damages to third parties that are attributable to the negligent acts or omission of the individual agency. Tenant agrees to assume financial responsibility for any and all physical damage to the Property that is caused by Tenant, or that, with the exercise of reasonable care, could have been prevented by Tenant.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first above written.

GRANTEE

By Charles I. Stavig
Charles I. Stavig

**WASHINGTON STATE PARKS AND
RECREATION COMMISSION**

By Larry Fairleigh
Larry Fairleigh, Assistant Director
Under Delegation 2004-43, Item #7, October 11, 2004

Approved as to form only:

ROB MCKENNA
Attorney General

By /s/Mark Schumock 8/28/2003
MARK SCHUMOCK
Assistant Attorney General



GRANTEE'S ACKNOWLEDGMENT

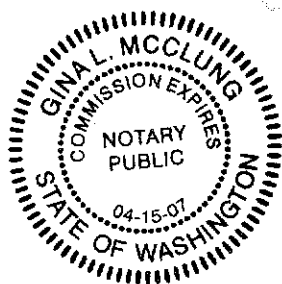
STATE OF WASHINGTON)

County of SKAGIT)

) ss.

THIS IS TO CERTIFY that on this day, before me the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Charles Steere to me known to be the individual who executed the foregoing document and acknowledged to me that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal this 25th day of February, 2005.



Gina L. McClung
Notary Public in and for the State of Washington
residing at La Conner
My commission expires 04-15-07



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Skagit County Auditor

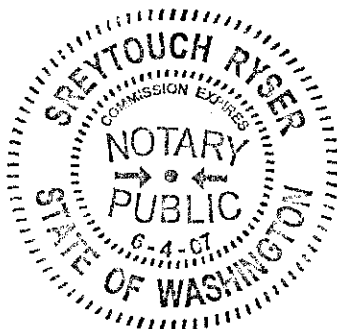
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**WASHINGTON STATE PARKS & RECREATION COMMISSION
ACKNOWLEDGMENT**

STATE OF WASHINGTON)
) ss.
County of THURSTON)

THIS IS TO CERTIFY that on this day, before me the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Larry Fairleigh to me known to be the Assistant Director of the **Washington State Parks and Recreation Commission** that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said Commission, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument.

WITNESS my hand and official seal this 7th day of March, 2006



Sreytough Ryser

Notary Public in and for the State of Washington

residing at Tumwater

My commission expires 6-4-07



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EXHIBIT A

LEGAL DESCRIPTION OF EASEMENT AREA

A 60.00 foot wide strip of land, 30.00 feet lying on either side of the centerline of the Taggart-Quarry Road, said road running through the west half of the northwest quarter of the northeast quarter of Section 24, Township 34 North, Range 1 East, W.M. in Skagit County, Washington.



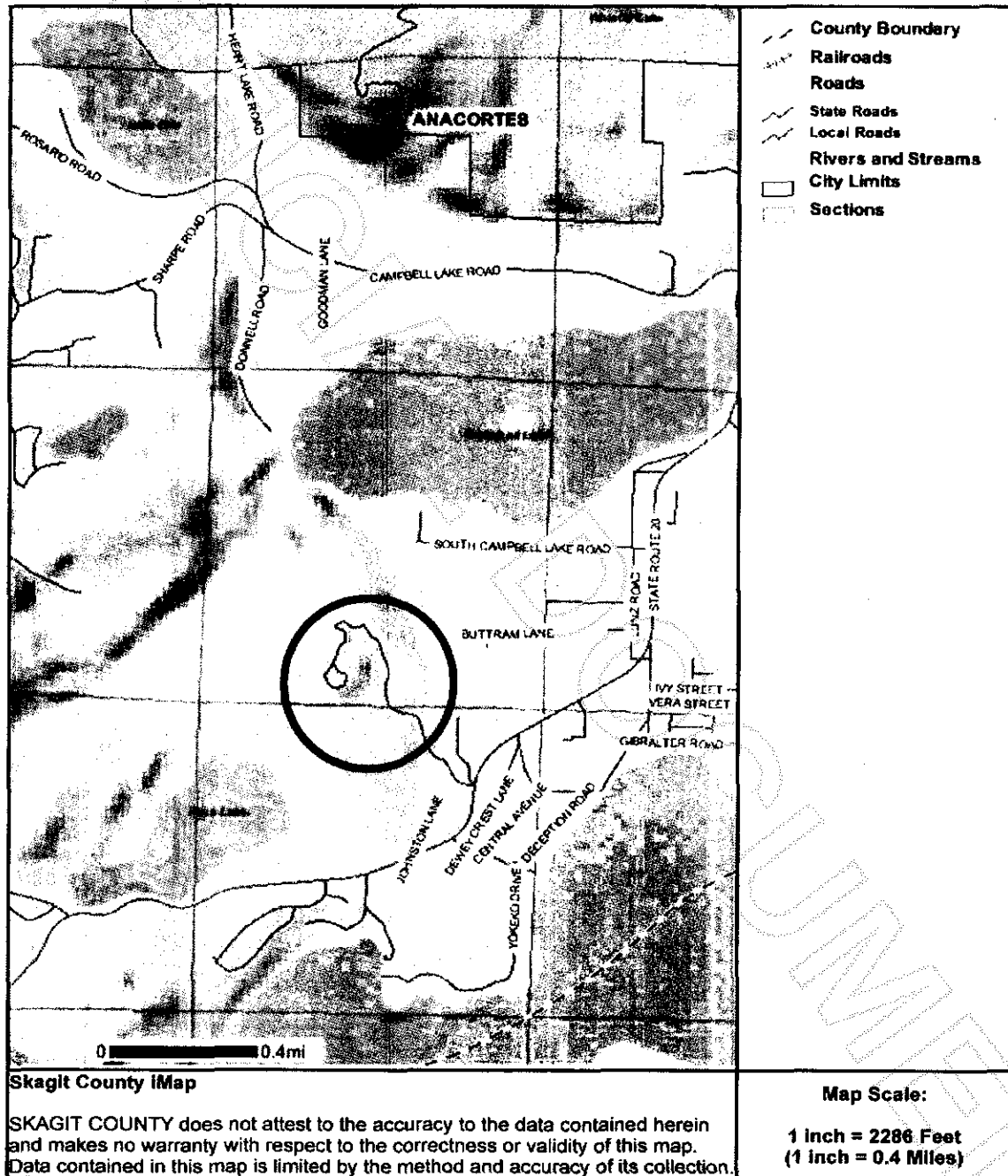
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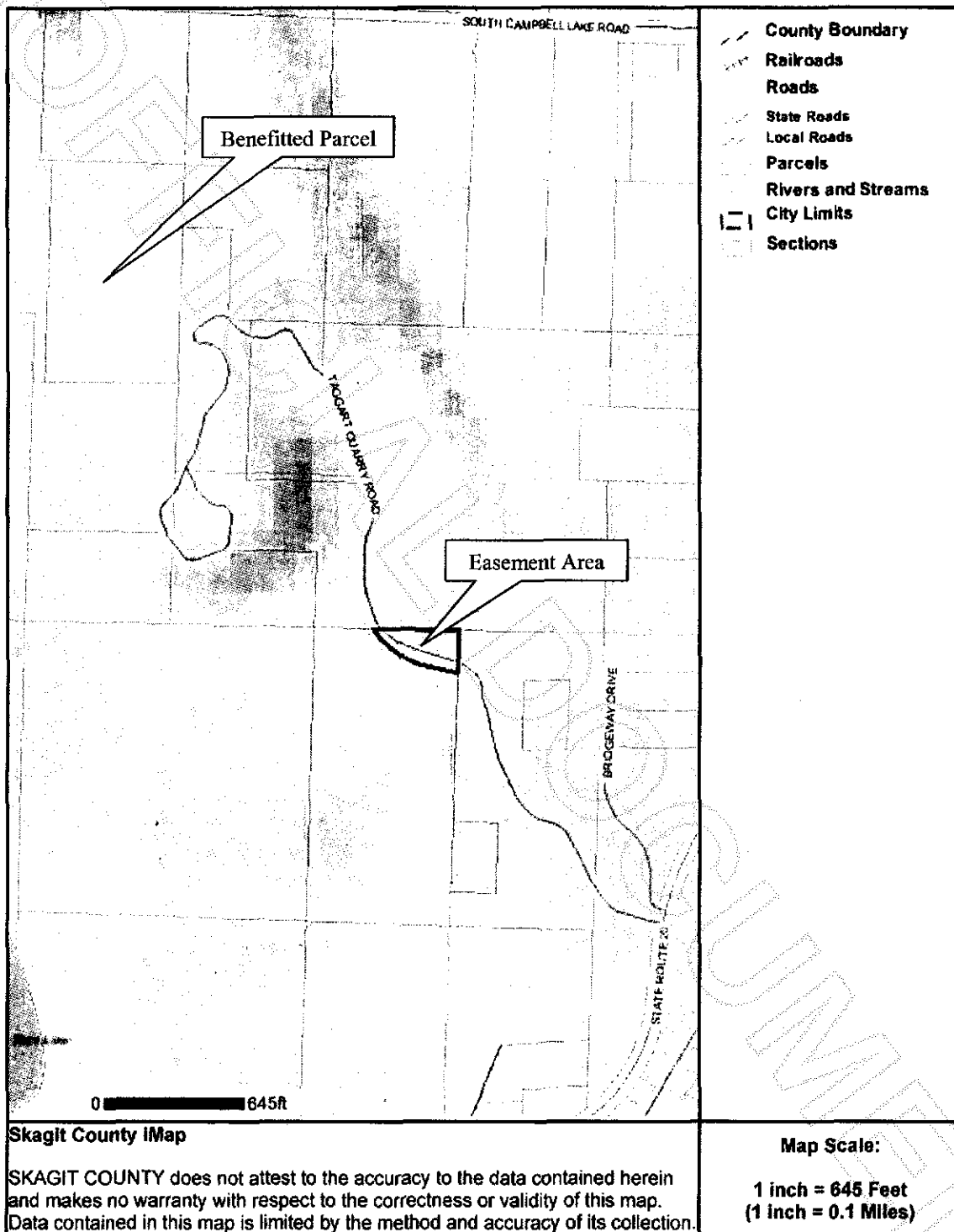
EXHIBIT B

MAP OF EASEMENT AREA AND BENEFITTED PARCEL

Vicinity Map



Location Map



Easement #1996-07-05



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EXHIBIT C

LEGAL DESCRIPTION OF BENEFITED PARCEL

The Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, and the North $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, all in Section 13, Township 34 North, Range 1 East, W.M., EXCEPT the West 54.71 feet and the South 730 feet thereof.

Situate in the County of Skagit, State of Washington.

Skagit County Tax Parcel Number: P19331

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Easement #1996-07-05



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Skagit County Auditor