



200702210114  
Skagit County Auditor

2/21/2007 Page 1 of 9 3:28PM

LAND TITLE OF SKAGIT COUNTY

124331-SWE

Document Title: Agreement

Reference Number :

Grantor(s):

☐ additional grantor names on page \_\_\_\_

1. Robert and MaryAnn Honeck
- 2.

Grantee(s):

☐ additional grantee names on page \_\_\_\_

1. Michael and Terri Liberski
- 2.

Abbreviated legal description:

☐ full legal on page(s) \_\_\_\_

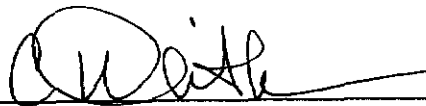
ptn gov lot 4, b-35-11 E W.M.

Assessor Parcel / Tax ID Number:

☐ additional tax parcel number(s) on page \_\_\_\_

P101146

I, C. Whitlock, 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 \$32.00 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  Dated 2-21-07

WHEN RECORDED RETURN TO:  
Mark Malone & Joan DeClaire  
3823 NE 95<sup>th</sup> St.  
Seattle, WA 98115

LAND TITLE OF SKAGIT COUNTY

124331.8WE

## AGREEMENT

This road use agreement made this 5<sup>th</sup> day of February, 2007.

Between:

Robert and Mary Ann Honeck  
(hereinafter referred to as "Grantor")

-and-

Michael and Terri Liberski  
(hereinafter referred to as "Grantee")

The Grantor hereby extends without warranty of any nature to the Grantee the nonexclusive right to use that portion of the Grantor's road as indicated on Schedule "B" (hereinafter referred to as the "Road"), for the purpose described in Schedule "A" on the below terms. Grantee's use shall be limited to those uses set forth in Schedule A and for no other purpose.

Abbreviated legal description of property: ptn Gov. Lot 4, 6-35-11 E W.M.  
Parcel number: P101146  
Other names referenced in agreement: Mark Malone & Joan DeClaire

In consideration of the mutual covenants and conditions contained in this Agreement, the parties agree as follows:

### 1.0 Terms and Conditions

1.1 This Agreement, including the attached Addenda of the following Schedules which are incorporated herein and made part hereof, shall be the terms and conditions as agreed to by Grantor and Grantee:

Schedule "A" - Purpose and Rates

Schedule "B" - Plan of Road



200702210114

Skagit County Auditor

2/21/2007 Page

2 of

9 3:28PM

## **2.0 Consideration**

2.1 The Grantee agrees to pay the Grantor the sums as set forth under the heading "Consideration" in Schedule "A".

## **3.0 Road Restrictions**

3.1 The Grantor reserves to itself the exclusive control and operation of the Road and the Grantee shall observe all load limits, speed limits, road bans, closures and restrictions on use imposed by the Grantor.

3.2 The Grantor shall endeavor to notify the Grantee when anticipated closures or restrictions are to be imposed but failure to notify shall not excuse Grantee from complying with the same.

3.3 The Grantor shall not be liable for any loss or damage occurring to the Grantee as a result of the imposition of the said limits, bans, closures and restrictions or of the failure to give reasonable notice thereof to the Grantee.

3.4 The Grantor reserves the right to control all entrances to and all use of said Road and to control the location of signs and culvert installations. Grantee will be provided a key to the existing gate and shall keep gate closed and locked immediately after passage.

## **4.0 Maintenance**

4.1 Notwithstanding anything herein contained the Grantor does not make any representation or warranty as to the suitability or fitness of the Road for Grantee's intended use nor does the Grantor assume any obligation to maintain the Road in useable condition.

4.2 Where the Grantor has no need to maintain the Road the Grantee undertakes and agrees that maintenance of the Road shall be the responsibility of the Grantee.

4.3 The road is not to be enlarged or modified in any way beyond its current extent.

4.4 The Grantor shall have the right to enter upon the Road at its discretion to effect such maintenance and repairs as it deems appropriate for its use, and to unlimited use, and the Grantor shall not be responsible or liable to compensate the Grantee for any loss, injury, damage, inconvenience or annoyance suffered therefrom.

## **5.0 Damages**

5.1 The Grantee agrees that if any damage or destruction to the Road results from the exercise by the Grantee or its servants, agents, employees, contractors and subcontractors of the rights herein granted the Grantee shall, at the Grantor's request, restore the Road to its previous condition. If the Grantee fails to comply with such instruction within a reasonable time to be determined by the Grantor, the Grantor may restore the Road to its previous condition at the expense of the Grantee. In such event, the Grantee will reimburse the Grantor the Grantor's costs of the restoration within thirty (30) days of receiving the Grantor's invoice.



200702210114

Skagit County Auditor

## **6.0 Liability and Indemnity**

6.1 The Grantee shall use the Road entirely at its own risk and shall be liable for and assumes the risk of any loss, damage or expense suffered by the Grantor, the Grantee or any third person as a result of the use of the Road by the Grantee, its employees, agents, contractors or subcontractor

6.2 The Grantee shall hold harmless and indemnify the Grantor against all liability, actions, proceedings, claims, demands, judgments and costs (including actual attorneys' fees incurred in defending against the same) suffered by the Grantor resulting from or arising out of the use of the Road by the Grantee, its employees, agents, contractors or subcontractors, including all claims for bodily injury or death to any person or persons resulting from or arising out of Grantee's use of or activity on the Road unless such injury or damage is a direct result of the willful misconduct of the Grantor, its employees, agents, servants, contractors or subcontractors.

## **7.0 Default**

7.1 If the Grantee is in default of any provisions herein, and such default continues for a period of thirty (30) days after receipt of notice from the Grantor to remedy such default, the Grantor may without limiting any other remedies it may have terminate this Agreement and the Grantee shall be deemed to have forfeited any and all rights hereunder.

## **8.0 Insurance**

8.1 It shall be the responsibility of the Grantee to maintain and keep in force during the term of this Agreement (and if on a claims made basis for three years after termination) liability insurance protecting against any liability for bodily injury or property damage occurring on the Road or as a result of Grantees use thereof.

8.2 The Grantee shall assure that any of its contractors and agents using the Road maintain insurance as required above.

## **9.0 Arbitration**

9.1 If the Grantor and the Grantee cannot agree on the resolution of any dispute pertaining to this Agreement the resolution shall be made in the first instance by a reputable person to be mutually agreed upon by the parties to this Contract. If either party is unwilling to accept the decision of such chosen person an arbitration board of three persons, one to be selected by each party to this Contract, and the third to be selected by the first two members of said board will render a final decision. All costs of arbitration shall be shared equally by the parties.



200702210114

Skagit County Auditor

2/21/2007 Page

4 of

9 3:28PM

## 10.0 Notices

10.1 Notices and invoices to be given under this Agreement shall be in writing and may be mailed or electronically transmitted, addressed to the parties as follows:

GRANTOR: Robert & Mary Ann Honeck

P.O. Box 3

Marblemount, WA 98267

Phone: ( )

Fax: ( )

email: m\_honeck at yahoo.com

Attention:

GRANTEE: Michael & Terri Liberski

60789 State Route 20

Marblemount, WA 98267

Phone: (360) 873-2055

Fax: ( )

email:

Attention:

10.2 Either party may, from time to time, change its address for service by giving written notice to the other party.

10.3 Any notice, invoice or other communication shall be deemed to be received by the addressee for all purposes hereunder if delivered personally, or electronically transmitted, on the first business day following delivery or transmission and, if mailed, on the fourth business day following the day on which it was mailed if such mailing is not returned as undeliverable.

10.4 In the case of a postal disruption, or an anticipated postal disruption, all notices or other communications to be given under this Agreement shall be electronically transmitted or delivered by hand.

## 11.0 Assignment

11.1 This Agreement is not assignable in whole or in part by Grantee but Grantor may convey or assign its rights in the property or the roadway at any time without the consent of Grantee.

11.2 Specifically, Grantor does hereby convey its rights per this agreement to Mark Malone & Joan DeClaire, effective with their purchase of the property.



200702210114

Skagit County Auditor

2/21/2007 Page

5 of

9 3:28PM

**SCHEDULE "A"**

**PURPOSE AND RATES**

Attached to and forming part of the ROAD USE AGREEMENT dated 2/5/07 and made between Robert and Mary Ann Honeck, as Grantor, and Michael and Terri Liberski, as Grantee.

Effective Date 2/19/07

**PURPOSE OF USE:**

Use of Road by Grantee is allowed for routine, domestic household access only, using non-commercial vehicles only. Use of Road for commercial purposes is prohibited unless agreed to in advance, in writing, by Grantor.

**CONSIDERATION:**

Use of Road by Grantee is allowed, within the terms of this agreement, as an act of good will, at no charge.

Grantor: Robert Honeck and Mary Ann Honeck

Signatures: \_\_\_\_\_

Mary Ann Honeck

Date: 2/5/07

LORRAINE C. COX  
NOTARY PUBLIC SOUTH CAROLINA  
MY COMMISSION EXPIRES: 04-12-2011

Lorraine C. Cox

Grantee: Michael Liberski and Terri Liberski

Signatures: \_\_\_\_\_

Michael F. Liberski

Date: 2-18-07

Terri Liberski



200702210114

Skagit County Auditor

2/21/2007 Page 6 of 9 3:28PM

STATE OF WASHINGTON, }  
County of SKAGIT } ss.

On this 18th day of FEBRUARY, 2007, MICHAEL LIBERSKI AND TERRI LIBERSKI personally appeared before me, JO REITS, a Notary Public in and for the State of Washington, and they acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 18th day of FEBRUARY, 2007

Jo Reits  
Notary Public in and for the State of Washington  
residing at MOUNT VERNON

## 12.0 Termination

12.1 Notwithstanding any provision to the contrary herein contained, this Agreement may be terminated upon thirty (30) days written notice given by either party to the other. Upon termination all applicable rights and obligations as between the Grantor and the Grantee shall terminate except for those rights acquired or obligations incurred prior to the effective date of termination.

12.2 Grantor shall inspect the Road upon termination of this Agreement and shall notify Grantee of any damage to the Road, which shall be repaired in accordance with Clauses 4.0 and 5.0.

## 13.0 Miscellaneous

13.1 No waiver of any breach of a covenant or provision of this Agreement shall take effect or be binding upon a party unless it is in writing. A waiver by a party of any breach shall not limit or affect that party's rights with respect to any other or future breach. This agreement does not create any agency, joint venture or other relationship between Grantor and Grantee nor is it intended to benefit any third party or third party beneficiary. Grantee does not by reason of this agreement obtain any interest in the roadway or underlying property but merely the terminable right to use the Road.

13.2 This Agreement, as amended from time to time by agreement in writing of the parties, shall be the entire agreement between the Grantor and the Grantee as to the matters herein and all previous promises, representations or agreements between the parties, whether oral or written, shall be deemed to have been replaced by this Agreement.

Grantor: Robert Honeck and Mary Ann Honeck

Signatures: \_\_\_\_\_

Date: 2/5/07

Mary Ann Honeck

LORRAINE C. COX  
NOTARY PUBLIC SOUTH CAROLINA  
MY COMMISSION EXPIRES: 04-12-2011

Lorraine C. Cox

Grantee: Michael Liberski and Terri Liberski

Signatures: \_\_\_\_\_

Date: 2-18-07

Michael K. Liberski

Terri Liberski



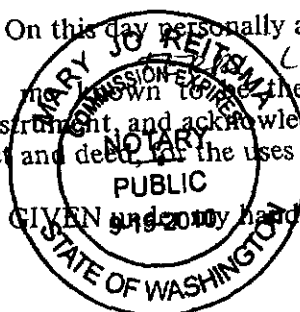
200702210114  
Skagit County Auditor

STATE OF WASHINGTON, }  
County of SKAGIT } ss.

2/21/2007 Page 7 of 9 3:28PM

On this day personally appeared before me MICHAEL LIBERSKI AND  
to me known to be the individual S described in and who executed the within and foregoing  
instrument, and acknowledged that THEY signed the same as THEIR free and voluntary  
act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 18<sup>TH</sup> day of FEBRUARY, 2007



Pro  
Notary Public in and for the State of Washington  
residing at MOUNT VERNON

**SCHEDULE "B"**

**PLAN OF ROAD**

Attached to and forming part of the ROAD USE AGREEMENT dated 2/5/07 and made between Robert and Mary Ann Honeck, as Grantor, and Michael and Terri Liberski, as Grantee.

Effective Date 2/17/07

Initials:

Reu mal ML -L



200702210114

Skagit County Auditor

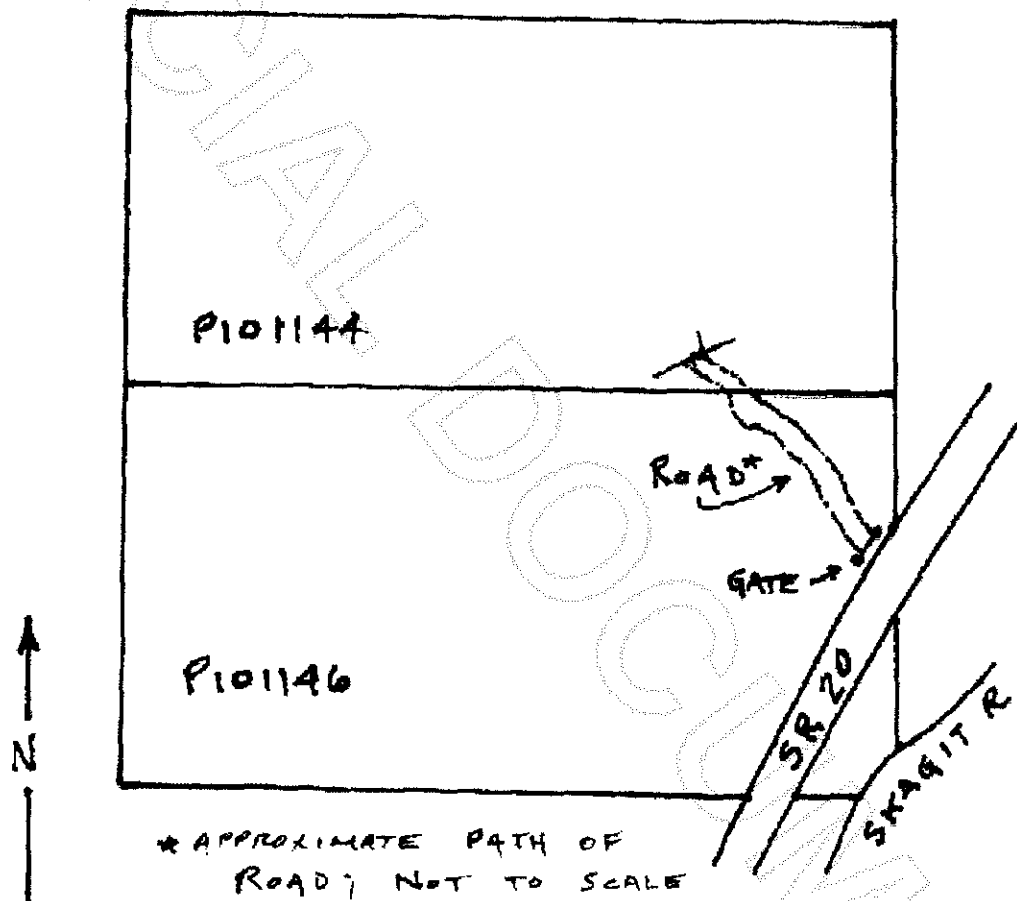


**SCHEDULE "B"**

**PLAN OF ROAD**

Attached to and forming part of the ROAD USE AGREEMENT dated 2/5/07 and made between Robert and Mary Ann Honeck, as Grantor, and Michael and Terri Liberski, as Grantee.

Effective Date 2/19/07



Initials: RB MAH ML TL



200702210114  
Skagit County Auditor

2/21/2007 Page

9 of

9 3:28PM