

When recorded return to:  
Department of Natural Resources  
Northwest Region  
Attn: Kathi Ray  
919 North Township St.  
Sedro-Woolley, WA 98284



Skagit County Auditor  
4/25/2013 Page 1 of 11 11:31AM  
\$82.00

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

2013/465  
APR 25 2013

Amount Paid \$ 203.53  
Skagit Co. Treasurer  
By *mdm* Deputy  
STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES  
PETER GOLDMARK, Commissioner of Public Lands

Grantor(s): SANFI ACRES, L.L.C.  
Grantee(s): STATE OF WASHINGTON, DEPARTMENT OF NATURAL RESOURCES  
Legal Description: N1/2SW1/4 S27-T33N-R5E  
Assessor's Property Tax Parcel or Account Number: P18282, P121699  
DNR Easement No. 55-088281

### EASEMENT

THIS AGREEMENT, made and entered into this 2nd day of April, 2013,  
by and between SANFI ACRES, L.L.C., 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 mutual benefits, hereby grants and conveys  
to the State, its successors and assigns, a perpetual non-exclusive 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.** This Easement is conveyed to provide road access upon the Crane Creek Mainline  
Road as currently established, to and from lands owned by the State described in Exhibit "C",  
attached hereto to lease/manage the State's property for purposes including, but not limited to,  
communications sites, apiaries and mineral prospecting. The purpose excludes recreational or  
commercial leasing that relies primarily upon the public for its business. Authorized use shall  
include the right to travel, maintain, repair, construct or reconstruct the Easement Area. This  
Easement purpose is in addition to the State's existing easement rights upon the Crane Creek

Mainline Road and is not intended to amend, negate or supersede any previously recorded easement document.

**Appurtenant.** This Easement shall be deemed appurtenant to the real property now owned by the State located in Skagit and Snohomish Counties, legally described as set forth in Exhibit "C" attached hereto and such other real property lying immediately adjacent to that described in Exhibit "C" hereafter acquired by the State (hereafter Benefited Parcel(s)).

**Reservations.** Grantor reserves all ownership of the Easement Area and the right at all times for any purpose, to use the Easement Area at any place on grade or otherwise, including using the road within the easement area, provided Grantor's use does not unreasonably interfere with the rights granted to the State herein. 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.

**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.

The State shall be solely responsible for the repair and maintenance of any gate on the Easement Area and shall provide to Grantor a key or other means or access.



**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 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.

**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, provided that such use shall be subject to the terms and conditions of this Easement. Acts or omissions of the Permittee(s) operating under this Easement shall be deemed an act of the State.

**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.

**Indemnity.** State shall defend, indemnify and hold harmless the Grantor, hereinafter to include Grantor's members, employees, officers, agents, contractors and subcontractors, from all claims that arise out of the negligence of the State or its Permittee in their use of the easement. A "claim" as used in this section means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the resulting loss of use. Notwithstanding the foregoing, State's obligation to defend, indemnify, and hold harmless the Grantor from any judgment, decree or arbitration award shall extend only to the percentage of negligence of State and its Permittee in contribution to such claim. State waives its immunity under Title 51 RCW only to the extent it is required to indemnify, defend and hold harmless Grantor. This indemnification shall survive the expiration or termination of the easement.

**Waste.** The State shall not cause or permit any filling activity to occur in or on the Easement Area, except as approved by Grantor. State shall not deposit refuse, garbage, or other waste matter or use, store, generate, process, transport, handle, release, or dispose of any hazardous substance, or other pollutants in or on the Easement Area except in accordance with all applicable laws.

The term hazardous substance means any substance or material as those terms are now or are hereafter defined or regulated under any federal, state, or local law including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA 42 USC 9601 *et seq.*), or the Washington Model Toxic Control Act (MTCA RCW 70.105D.010).

The State shall immediately notify Grantor if the State becomes aware of any release or threatened release of hazardous substance on the Easement Area or adjoining property. If a release of hazardous substance occurs in, on, under, or above the Easement Area arising out of



any action of the State, its contractors, subcontractors, invitees, agents, employees, licensees, or other Permittees, the State shall, at the State's sole expense, promptly take all actions necessary or advisable to clean up, contain, and remove the hazardous substance in accordance with applicable laws.

Any cleanup shall be performed in a manner approved in advance in writing by Grantor, except in emergency situations the State may take reasonable and appropriate actions without advance approval.

**Improvements.** The State shall construct no improvements without the prior written consent of Grantor, which shall be at Grantor's sole discretion. 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 the property of Grantor unless the applicable consent specifically provides otherwise.

**Notice.** Any notices or submittals required or permitted under this Easement may be delivered personally, sent by facsimile machine or mailed first class, return receipt requested, to the following addresses or such other place as the parties hereafter direct. Notice will be deemed given upon delivery, confirmation of facsimile, or three days after being mailed, whichever is applicable.

To State:

DEPARTMENT OF NATURAL RESOURCES  
Northwest Region  
919 North Township St.  
Sedro-Woolley, WA 98284

To Grantor:

SANFI ACRES, L.L.C.  
Attn: Kevin B. McGoffin, Esq.  
103 North Township St.  
Sedro-Woolley, WA 98284

**Recording.** The State shall record this Easement in the county in which the Easement Property is located, at the State's sole expense. The State shall provide Grantor with a copy of the recorded Easement. The State shall have thirty (30) days from the date of delivery of the final executed agreement to comply with the requirements of this section. If the State fails to record this Easement, Grantor may record it and the State shall pay the costs of recording, including interest, upon Grantor's demand.

**Construction.** The terms of this Easement shall be given their ordinary meaning unless defined herein and shall not be presumed construed against the drafter.

Easement

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**Effective Date.** The Effective Date of this Easement shall be the date on which the last party executes this Easement. The Effective Date will be inserted on the first page of the Easement when such date is determined.

**Exhibits.** All exhibits referenced in this Easement are incorporated as part of the Easement.

**Headings.** The headings in this Easement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope of intent of this Easement nor the meaning of any of its provisions.

**Modification.** Any modification of the Easement must be in writing and signed by the parties. Neither party shall be bound by any oral representation or statements.

**Severability.** If any provision of this Easement shall be held invalid, it shall not affect the validity of any other provision herein.

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**Successors and Assigns.** This Easement shall be binding upon and shall inure to the benefit of the parties, their successors and assigns.

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

SANFI ACRES, L.L.C.

Dated: FEBRUARY 21, 2013.



ROBERT W. JANICKI  
Authorized Member

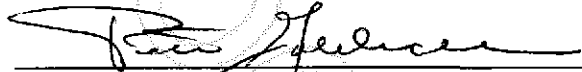
Affix Seal of Corporation

Address: 103 North Township St.  
Sedro-Woolley, WA 98284  
(360) 856-2068

Affix Seal of Commissioner  
of Public Lands

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

Dated: 4/2, 2013.



PETER GOLDMARK  
Commissioner of Public Lands

Address: 919 North Township St.  
Sedro-Woolley, WA 98284  
(360) 856-3500

Approved as to Form this  
7th day of February, 2013.  
By: Michael Rollinger  
Assistant Attorney General  
State of Washington

Easement



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UNRECORDED

**REPRESENTATIVE ACKNOWLEDGMENT**

State of Washington

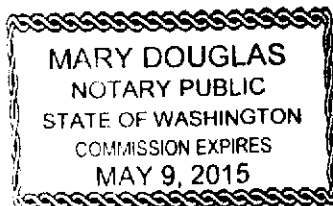
County of SKAGIT

I certify that I know or have satisfactory evidence that ROBERT W. JANICKI 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 Authorized Member of Sanfi Acres, L.L.C. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: FEBRUARY 21, 2013

Mary Douglas  
(Signature)

MARY DOUGLAS  
(Print Name)



Notary Public in and for the State of Washington,  
residing at SKAGIT COUNTY, WASHINGTON

My appointment expires MAY 9, 2015.

Easement



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DOCUMENT

STATE ACKNOWLEDGMENT

State of Washington

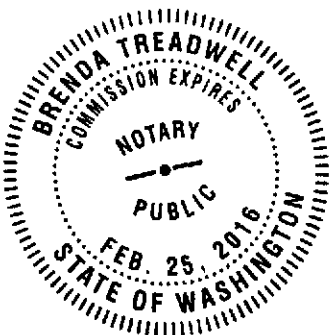
County of Thurston

I certify that I know or have satisfactory evidence that PETER GOLDMARK 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: 4/2/2013

Brenda Treadwell  
(Signature)

Brenda Treadwell  
(Print Name)



Notary Public in and for the State of Washington,  
residing at Olympia

My appointment expires 7/25/2013

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**EXHIBIT A  
EASEMENT AREA**

A strip of land 60 feet in width, lying 30 feet on each side of the following described centerline: Commencing at the West 1/4 corner of Section 27, Township 33 North, Range 5 East, W.M., Skagit County, Washington; Thence southerly along the west line of said Section 27, a distance of 80 feet, more or less, to the centerline of an existing county road known as Granstrom Road; thence easterly along said road a distance of 850 feet, more or less, to the intersection of Granstrom Road and an existing roadway, and the true point of beginning of this centerline description; thence southeasterly along the centerline of said existing roadway a distance of 2,150 feet, more or less, to the east line of the SW 1/4 of said Section 27, the sidelines of said strip to begin and end at the same boundaries as the centerline.

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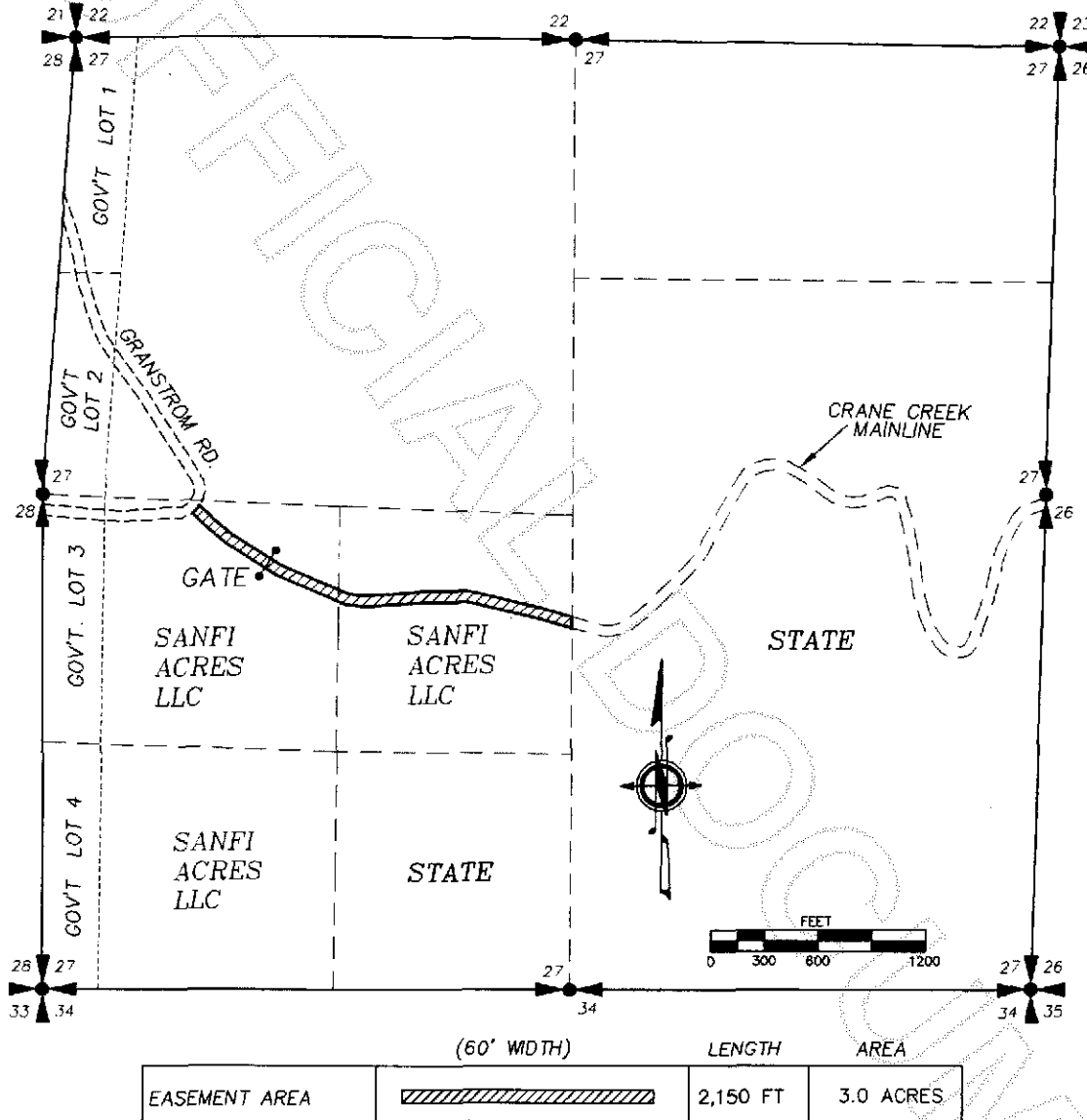
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**EXHIBIT B**  
**EASEMENT AREA**  
 T 33 North, R 5 East  
 SKAGIT COUNTY, WASHINGTON



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**EXHIBIT C**  
**BENEFITED PARCELS**  
**State Land**

	Sec.	Twp.	Rge.
<b>Skagit County, Washington</b>			
NE $\frac{1}{4}$ SE $\frac{1}{4}$ , S $\frac{1}{2}$ SE $\frac{1}{4}$ , SE $\frac{1}{4}$ NE $\frac{1}{4}$ located southeast of Pilchuck Creek	23	33N	5E
All located south of Pilchuck Creek	24	33N	5E
All	25	33N	5E
All located southeast of Pilchuck Creek	26	33N	5E
S $\frac{1}{2}$ NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ SW $\frac{1}{4}$ ; SE $\frac{1}{4}$	27	33N	5E
All located east of Pilchuck Creek	34	33N	5E
All except SE $\frac{1}{4}$ NW $\frac{1}{4}$ , E $\frac{1}{2}$ SW $\frac{1}{4}$ , and SW $\frac{1}{4}$ SW $\frac{1}{4}$	35	33N	5E
All	36	33N	5E
GL4, SE $\frac{1}{4}$ SW $\frac{1}{4}$ , SE $\frac{1}{4}$ SE $\frac{1}{4}$ located south of Pilchuck Creek	18	33N	6E
All located south of Pilchuck Creek	19	33N	6E
W $\frac{1}{2}$ ; W $\frac{1}{2}$ SE $\frac{1}{4}$ ; SE $\frac{1}{4}$ SE $\frac{1}{4}$	20	33N	6E
S $\frac{1}{2}$	28	33N	6E
All	29	33N	6E
All	30	33N	6E
All	31	33N	6E
All	32	33N	6E
All	33	33N	6E
All except S $\frac{1}{2}$ SE $\frac{1}{4}$	34	33N	6E
N $\frac{1}{2}$ SW $\frac{1}{4}$ ; N $\frac{1}{2}$ SE $\frac{1}{4}$ , SE $\frac{1}{4}$ SE $\frac{1}{4}$	35	33N	6E
<b>Snohomish County, Washington</b>			
GL1; GL2; GL3; GL4; SE $\frac{1}{4}$ NE $\frac{1}{4}$ ; N $\frac{1}{2}$ SE $\frac{1}{4}$ ; NE $\frac{1}{4}$ SW $\frac{1}{4}$ ;			
NW $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ ; E $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ ; S $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$	01	32N	5E
GL1; GL2; N $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$	02	32N	5E
GL1; GL2; GL3; SE $\frac{1}{2}$ NE $\frac{1}{4}$	03	32N	5E
N $\frac{1}{2}$	03	32N	6E
GL1; GL2; GL3; GL4; S $\frac{1}{2}$ NW $\frac{1}{2}$ ; S $\frac{1}{2}$ NE $\frac{1}{2}$	04	32N	6E
All	05	32N	6E
All	06	32N	6E

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