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Kathy Hill, Skagit County Auditor

8/21/2000 Page 1 of 3 3:42:11PM

ALAN BUTTERFIELD  
PMB B-3  
621 SR 9 NE  
LK STEVENS WA 98258

FIRST AMERICAN TITLE CO.

62042-1

DOCUMENT TITLE(S) AGREEMENT FOR TEMPORARY ROAD ACCESS  
EASEMENT LOGGING EQUIPMENT, VEHICLE INGRESS AND EGRESS  
AND LOGGING TRUCK TRAFFIC

REFERENCE NO \_\_\_\_\_

GRANTORS: RANDY MUNSKE AND KAREN GAUDRY

36878  
SKAGIT COUNTY WASHINGTON  
Real Estate Excise Tax

GRANTEES: FIRCHAU CONST CO INC.

AUG 21 2000

Amount Paid \$ 229.50  
Skagit Co. Treasurer  
By *[Signature]* Deputy

LEGAL DESCRIPTION PTN SW $\frac{1}{4}$  NE  $\frac{1}{4}$  AND SE  $\frac{1}{4}$  NW $\frac{1}{4}$  11-35-4

TAX ACCOUNT NUMBER

350411-2-002-0006  
350411-2-002-0100  
350411-2-002-0200

350411-2-002-0300  
350411-2-006-0002  
350411-1-006-0103

007

UNRECORDED

AGREEMENT FOR TEMPORARY ROAD ACCESS EASEMENT  
LOGGING EQUIPMENT, VEHICLE INGRESS AND  
EGRESS AND LOGGING TRUCK TRAFFIC

WHEREAS, FIRCHAU CONSTRUCTION CO INC HAS AN EARNEST MONEY  
AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE DESCRIBED S 1/2  
SW 1/4 NE1/4 1/4 11-35-04 EWM SKAGIT COUNTY, WASHINGTON

AND WHEREAS, SUCH SALE IS TO CLOSE BY 8-15-00, AND

WHEREAS, RANDY MUNSKA AND KAREN GAUDRY OWN A RIGHT OF WAY  
KNOWN AS ERNA LANE, SERVING 9 LOTS TO THE WEST AND NW OF THE  
PARCEL FIRCHAU IS PURCHASING (LISSON PARCEL) SAID RIGHT OF WAY  
BEING MORE PARTICULARLY DESCRIBED UNDER DOCUMENT RECORDED  
SKAGIT COUNTY AF NO 199908120030, AND

WHEREAS, RANDY MUNSKA AND KAREN GAUDRY HAVE FULL AUTHORITY TO  
BOTH PERMIT TEMPORARY USE OF SUCH RIGHT OF WAY AND TO GRANT  
AND CONVEY A PERMANENT EASEMENT TO THE PARCEL FIRCHAU IS  
BUYING,

NOW THEREFORE THESE PARTIES HEREBY AGREE AS FOLLOWS:

(1) Munske AND Gaudry hereby grant and convey to FIRCHAU  
CONST CO INC., a temporary road usage easement over across and  
through that certain right of way known as ERNA LANE  
(described in AF NO 199908120030) and over across and through  
the WEST 60 feet of the SOUTH 60 FEET OF LOT 3 SP NO 97-0051,  
RECORD AF NO 9903180008, SKAGIT COUNTY, WASHINGTON, to permit  
access to the LISSON PARCEL, for logging equipment, log  
hauling trucks and other vehicles and agents and employees of  
FIRCHAU and of its subcontractors, upon the following terms  
and conditions:

(a) Payment by Firchau to MUNSKA/GAUDRY of \$15000 at  
closing of the Lisson sale.

(b) Payment by Firchau to the ERNA LANE ROAD  
ASSOCIATION OF \$1000.00 at closing of the Lisson sale to be  
applied to its road maintenance fund.

(c) The temporary road easement shall be reflected  
upon FIRCHAU'S FOREST PRACTICES PERMIT for logging of the  
LISSON PARCEL.

(d) Firchau shall restore the road to its pre-logging



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8/21/2000 Page 2 of 3 3:42:11PM

condition at the completion of logging operations.

(e) Firchau shall limit the speed of the logging trucks to 15 miles per hour at all times.

(f) Firchau shall leave a vegetative buffer, as are marked by MUNSKE AND FIRCHAU, at the common boundary line of LISSON PARCEL AND LOT 2 SP 99-0011.

(g) This temporary grant and conveyance of easement shall expire automatically in 6 months from the date hereof and this agreement shall be recorded.

(h) Should the Lisson sale fail to close then this agreement shall be void.

(2) At any time during a period of four years from the date of this agreement, MUNSKE/GAUDRY grant an option to FIRCHAU CONST CO INC., ITS ASSIGNS AND SUCCESSORS AT INTEREST, to purchase by way of grant and conveyance a perpetual non-exclusive title-insurable 60 foot easement for ingress, egress and all utilities, over across through and under the roadway and easement described in clause (1) above, upon following terms and conditions:

(a) A cash payment from FIRCHAU/assigns to MUNSKE ET AL of \$20,000.00.

(b) Joining the ERNA LANE HOMEOWNERS ASSN and being bound by the conditions covenants and restrictions, and joint road maintenance agreement, that are now applicable or will be applicable in the future to all lots now serviced by ERNA LANE.

(c) This option to grant and convey a permanent easement shall expire should the option to purchase such easement not be exercised by FIRCHAU/ASSIGNS by date 4 years from the date of this agreement.

(d) Should this option be exercised the grant and conveyance of easement shall be properly executed by MUNSKE/GAUDRY and the same shall be recorded for record purposes.

DATED: Aug 11, 2000

Randy Munske  
RANDY MUNSKE

Karen Gaudry  
KAREN GAUDRY

ACCEPTED AND APPROVED:

[Signature]  
FIRCHAU CONSTRUCTION CO INC.,  
BY ITS PRESIDENT

Before me, Cochise Collins,  
Notary Public, Randy Munske  
and Karen Gaudry did  
personally appear and sign  
this done August 11, 2000  
at New Orleans Louisiana



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