

Return to:

Pacific County Department of Public Works  
PO Box 66  
South Bend, WA 98586

### ACCESS AGREEMENT

The undersigned, **ABSTON HENDRICKSEN LAND & TIMBER COMPANY, INC**, does hereby convey and grant to the County of Pacific, State of Washington, hereinafter referred to as the "GRANTEE", access to perform stormwater maintenance on the existing drainage ditch. The access is provided to enter the property along the existing Loomis ditch for the purpose of maintenance to include; vegetation management, grading the ditch, replace culverts and place additional culverts as needed.

The access is provided for entry on Tax Parcel No. 11110421000 and Tax Parcel No. 11110450301 in Section 4, Township 11 North, Range 11 West, W.M., Pacific County, Washington, as recorded under Auditor Fee No. 3162476 on file in the office of the Pacific County Auditor.

The terms of this access are as follows:

1. The access points from U Street and Highway State Route 103 shall be mutually agreed upon before the GRANTEE enters the property.
2. GRANTEE, its agents, independent contractors, and invitees shall use the access for installation, maintenance and repair of a stormwater conveyance system therein.
3. GRANTEE, its agents, independent contractors, and invitees reserve the right of reasonable access to reconstruct, maintain, and/or repair the stormwater conveyance system.
4. GRANTEE, its agents, independent contractors, and invitees, upon reconstruction, maintenance and/or repair shall return the surface of the property to as near the condition it was prior to the work as is feasible.
5. GRANTOR reserves the right to use the area to construct driveways, paving, landscaping, and fill, provided that GRANTOR shall no construct or maintain any building, structure or improvement which would interfere with the rights herein described.

6. GRANTEE agrees to indemnify and defend GRANTOR from any loss, claim, or liability to GRANTOR arising in any manner out of GRANTOR'S use of the access.
7. GRANTOR and GRANTEE agree that construction of any permanent control structures or devices, other than roads, shall be addressed in a future "Easement Agreement".

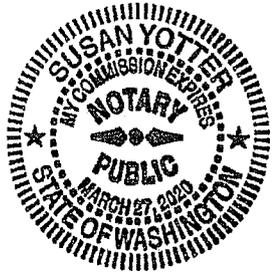
IN WITNESS WHEREOF the undersigned has executed this instrument this 30 day of March, 20 16.

  
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**JASON ABSTON, PRESIDENT**  
**ABSTON HENDRICKSEN LAND AND TIMBER CO., INC.**

STATE OF WASHINGTON )(   
COUNTY OF PACIFIC )(

On this day personally appeared before me Jason Abston known to be the President of Abston Hendricksen Land & Timber Co., Inc. individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his own free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 30th day of March, 20 16.



Susan Yotter  
Notary Public in and for the State of Washington  
Residing at Eatonville, WA  
Commission Expires 03-27-2020