AFTER RECORDING RETURN TO:

Skagit County Public Works Department Attn: Janice Marlega 1800 Continental Place Mount Vernon, WA 98273 200702080041 Skagit County Auditor 2/8/2007 Page 1 of 1710:05AM

SKAGIT COUNTY

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DOCUMENT TITLE: RIGHT-OF-WAY EASEMENT

GRANTOR(S): GLACIER NORTHWEST, INC., a Washington corporation

GRANTEE: SKAGIT COUNTY, a political subdivision of the State of

Washington.

LEGAL DESCRIPTION (abbreviated): 50 FT R/W THRU SW¼ SE¼; N½ SE¼; SE¼ NE¼; PTN SW¼ NE¾, and PTN NE¼ NE¼; ALL IN SEC 2, T 35, R 8 E, W.M., and SW¼ SW¼ SEC 36, T 36, R 8 E, W.M.; PTNS Lake Shannon Road C.R.# 97229 and Tom Higgins Lane C.R.# 97250.

TAX I.D. NUMBER(S): 350802-4-003-0008; 350802-4-001-0000; 350802-1-004-0003; 350802-1-003-0004; 350802-0-002-0007; 360836-3-002-0000

PARCEL NUMBER(S): P43341; P43339; P43338; P43337; P43319; P51703

RIGHT-OF-WAY EASEMENT

THIS RIGHT-OF-WAY EASEMENT ("Easement") is dated for reference purposes february 5, 2007 and is made by and between GLACIER NORTHWEST, INC., a Washington corporation ("Grantor"), and SKAGIT COUNTY, a political subdivision of the State of Washington ("Grantee"). Grantor and Grantee may be individually referred to herein as a "party", and may be collectively referred to herein as the "parties."

RECITALS

A. Grantor is the owner of certain real property located in Skagit (County, Washington, more particularly described on the attached Exhibit "A" ("Grantor's Property"). Grantor's Property has been historically used as and

may continue to be used as a hard rock quarry for the extraction and production of aggregates.

- B. Grantee presently has certain right-of-way rights over portions of Grantor's Property pursuant to that certain instrument (i.e., Quit Claim Deed) dated April 12, 1926 and recorded under Skagit County Auditor's File No. 193867 (the "Original Right-of-Way").
- C. Grantor's Property is currently traversed by a road which provides recreational access to Lake Shannon (the "Existing Road"). The Existing Road in part lies within the Original Right-of-Way and in part lies outside of the Original Right-of-Way. The Existing Road is maintained by the County (to "Primitive Road" standards), although the legal description for the Original Right-of-Way and the location of the Existing Road are not wholly consistent.
- D. In order to correct the foregoing condition, Grantee desires to obtain a new grant of right-of-way which is wholly coincident and consistent with the Existing Road and Grantor is willing to grant such right-of-way on the terms and conditions set forth herein. The parties agree that it is in the mutual interest of both parties to execute this Easement agreement, pursuant to the terms herein.

In consideration of the foregoing, and of the mutual terms, provisions, and covenants set forth herein, Grantor and Grantee hereby agree as follows:

AGREEMENT

- 1. **Grant of Right-of-Way Easement.** Grantor hereby grants and conveys to Grantee a new perpetual Right-of-Way Easement for the purposes set forth herein (the "Easement") over, under, across and through that certain portion of Grantor's Property more particularly described on the attached Exhibit "B" (the "New Right-of-Way"). Said New Right-of-Way includes portions of the Existing Road. This New Right-of-Way Easement is subject to the terms and conditions set forth herein, including the rights reserved to Grantor to relocate the New Right-of-Way at Grantor's sole cost, expense, and liability. The area subject to this Easement comprises approximately 8.90 acres. A map detailing the location of the New Right-of-Way and detailing the location of the Original Right-of-Way is attached hereto as Exhibit "C", and is fully incorporated herein by reference.
- 2. Relinquishment of Original Right-of-Way. In consideration of Grantor's grant of the New Right-of-Way Easement hereunder, Grantee hereby relinquishes any and all rights in that portion of the Original Right-of-Way which does not lie within the New Right-of-Way. If necessary to achieve such relinquishment, after recording of this Easement. Grantee

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agrees to formally vacate that portion of the Original Right-of-Way (which does not lie within the New Right-of-Way), in accordance with applicable law.

Purpose, Maintenance, Improvements and Use. Grantee. its agents, designees, successors, and/or assigns, including members of the public, shall have the right, without prior notice to Grantor, at such times as are deemed appropriate by Grantee, to enter upon the New Right-of-Way to use, inspect, construct, reconstruct, operate, maintain, repair, replace, and utilize the New Right-of-Way for all public road and right of way purposes, primarily to provide Grantee and the public with access to Lake Shannon. Grantee may (but is not required) to make any improvements deemed necessary or desirable by Grantee for public road and drainage purposes within the New Right-of-Way, at Grantee's sole option and discretion. Nothing herein shall obligate Grantee to commence or complete any improvements to the New Right-of-Way within a specific period of time; provided, however, that in the event Grantee elects to make any improvements, Grantee shall use reasonable efforts to complete all work as soon as practicable, and to restore the New Right-of-Way within a reasonable period of time after commencing such work so as to minimize the interference with Grantor's use and operation of Grantor's Property.

Any and all construction and/or improvements by Grantee to the New Right-of-Way shall be made at the sole risk of Grantee and without cost, expense or liability to Grantor, all of which shall be borne by Grantee (subject to the terms pertaining to Relocation of the New Right-of-Way in Section 5., below). The New Right-of-Way is currently only maintained by the County to "Primitive Road" standards. Grantee is not required to designate, maintain, or bring the New Right-of-Way to any other County road standard.

- **Slopes.** As otherwise provided herein, Grantee shall have the right to enter upon the New Right-of-Way at any time, without notice, and with all necessary personnel, material and equipment for the purposes of constructing, inspecting, repairing and maintaining the New Right-of-Way. In addition to the foregoing, Grantee shall also have the limited right to temporarily enter upon and repair and/or improve any road slopes that may extend on and/or into Grantor's Property for necessary drainage and/or access to the New Right-of-Way (hereafter "access to road slopes"). Such access to road slopes is only a limited right of entry to small portions of Grantor's Property directly adjacent to the New Right-of-Way for the limited purposes described herein.
- **Relocation.** In recognition of the presently ongoing mining operations of Grantor on Grantor's Property, Grantor shall have the right to relocate the New Right-of-Way to provide reasonably comparable access rights to Grantee. In the event that the New Right-of-Way is relocated in

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accordance with this section, the parties shall execute a subsequent written easement agreement solely for the purpose of evidencing the legal description of the relocated right-of-way. In the event of such relocation, Grantor shall complete the relocation and reconstruction of the road and improvements thereto as they exist as of the time Grantor proposes to move or relocate the New Right-of-Way. In the event that the New Right-of-Way is relocated by Grantor (subject to the terms herein), any improvements to the New Right-of-Way which have been made by Grantee including, but not limited to, paving of the road, drainage improvements, and/or utilities, shall be relocated, repaired and replaced at the sole cost, expense, and liability of Grantor, to the County's reasonable satisfaction, and shall be completed within a reasonable amount of time. Grantor's costs and expenses for the relocation of the road shall also include, but not be limited to (in addition to construction and materials costs), any engineering and surveying costs, permitting fees, and other costs.

- 6. **Grantor's Reservation of Use.** Grantor reserves the right to use the New Right-of-Way for any purpose not inconsistent with Grantee's rights (and the rights of the public), as provided and established herein. In no event shall Grantor construct or maintain any buildings, obstructions, gates, or other structures within the New Right-of-Way, and Grantor shall repair any damage caused to any improvements within the New Right-of-Way caused by Grantor's negligence.
- 7. **Apportionment of Taxes.** The Skagit County Assessor will apportion the taxes as provided by RCW 84.60.070.
- 8. **Obligations Run with the Land.** This Easement shall be perpetual in duration, and shall run with the land, and shall be binding on the undersigned and all successors, assignees, devisees, and/or transferees of the parties and shall, in all respects, attach to the individual properties legally described in this Easement.
- 9. **Governing Law; Venue.** This Easement shall be construed under the laws of the State of Washington. It is agreed by the parties that the venue for any legal action brought under or relating to the term of this Easement shall be in Skagit County, State of Washington.
- 10. **Severability.** Should any term or provision of this Easement which is not material to the substance of the agreement set forth herein be found to be void or unenforceable by a court of competent jurisdiction, all other terms and provisions of this Easement shall remain enforceable, binding, and in full force and effect.
- 11. **Neutral Authorship.** Each of the provisions of this Easement have been reviewed and negotiated, and represents the combined work

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product of both parties hereto. No presumption or other rules of construction which would interpret the provisions of this Easement in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Easement.

- 12. Captions and Counterparts. The captions of this Easement are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Easement. This Easement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall constitute but one Easement agreement.
- 13. **Recording.** This Easement shall be recorded with the Skagit County auditor, and shall become effective immediately upon recording.
- 14. **Compliance with Laws.** The parties to this Easement shall comply with all applicable federal, state, and local laws and regulations in carrying out the terms and conditions of this Easement.
- 15. **Entire Agreement.** This Easement agreement contains the entire agreement between the parties hereto and incorporates and supersedes all prior negotiations or agreements. It may not be modified or supplemented in any manner for form whatsoever, either by course of dealing or by parol or written evidence of prior agreements and negotiations, except upon the subsequent written agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the dates set forth below.

GRANTOR:

SKAGIT COUNTY WASHINGTON REAL ESTATE EXCISE TAX

FEB 0 3 2007

Amount Paid \$ Skagit Co. Treasurer
By Deputy

GLACIER NORTHWEST, INC.,

a Washington corporation

By: _____

Print name: _

Its: Via President

DATE: 1/12

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STATE OF WASHINGTON

SS.

COUNTY OF KING

On this day personally appeared before me ANNETTE WARE to me known to be the VICE PRESIDENT of Glacier Northwest, Inc., who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her free and voluntary act and deed, and that he/she is authorized to sign the foregoing instrument, for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 12th day of JANKARY , 2007.

Residing at 5050 1st NVE SO. STE TO SEA, WA. 98BY

My appointment expires 0



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GRANTEE:

BOARD OF COUNTY COMMISSIONERS

| SKAGIT COUNTY, WASHINGTON |
|--|
| Sharond Dulon |
| Sharon D. Dillon, Chair |
| An Munds |
| Don Munks, Commissioner |
| Kenneth a. Dahlstedt |
| Kenneth A. Dahlstedt, Commissioner |
| Approved: |
| By: In In Gen Sagle Director, County Engineer |
| Director, County Engineer |
| By: Brew Hadrman |
| Billie Kadrmas Risk Manager |
| |
| By: Insha togne |
| Trisha Logue, CPA |
| Budget & Finance Director |
| Approved as to Form Only: |
| Bu b I was |
| Civil Deputy |
| |
| |
| uting. |

Attest:

Johnne Giesbrecht, Clerk of the Board

DATE: 2.5.2007

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STATE OF WASHINGTON ss.

I certify that I know or have satisfactory evidence that Sharon D. Dillon is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized execute the instrument and acknowledged it as a Commissioner of Skagit County, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

DATED this 5th day of Jebruan, 2007.

Notary Public

Print name

Residing at Mount Vernin

My appointment expires 09-01-09

STATE OF WASHINGTON SCOUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that Don Munks is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized execute the instrument and acknowledged it as a Commissioner of Skagit County, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

DATED this 5th day of Jebruary , 2007.

Notary Public

Print name
Residing at
Mour

My appointment expires

09-01-09

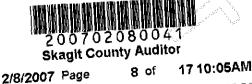
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STATE OF WASHINGTON

COUNTY OF SKAGIT

SS.

I certify that I know or have satisfactory evidence that Kenneth A. Dahlstedt is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized execute the instrument and acknowledged it as a Commissioner of Skagit County, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

DATED this

OF WASHIN

day of

*Z, 2*1007.

Notary Publi

print name

Residing at

My appointment expires

PNON

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EXHIBIT "A"

GRANTOR'S PROPERTY

A 50-foot Right-of-Way through the Easterly portion of the Southwest ¼ of the Southeast ¼ of Section 2;

the North ½ of the Southeast ¼ of Section 2;

the Southeast 1/4 of the Northeast 1/4 of Section 2;

the Southwest ¼ of the Northeast ¼ of Section 2, lying Southerly and Easterly of the 440 foot contour, U.S.G.S. 1929 datum;

the Northeast ¼ of the Northeast ¼ of Section 2, lying Easterly of the 440 foot contour, U.S.G.S. 1929 datum;

and the Northwest ¼ of the Northeast ¼ of Section 2, lying Easterly of the 440 foot contour, U.S.G.S. 1929 datum;

All situate in Township 35 North, Range 8 East, W.M.

TOGETHER WITH the Southwest ¼ of Southwest ¼, Section 36, Township 36 North, Range 8 East, W.M.;

Situate in the County of Skagit, State of Washington.

All subject to easements of record.

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EXHIBIT "B"

NEW RIGHT-OF-WAY

"NEW RIGHT OF WAY" for Lake Shannon Road, also known as County Road #97229, described as follows:

A 50-foot width easement for Right of Way lying within the Southwest ¼ of the Southeast ¼ of Section 2, Township 35 N., Range 8 E., W.M.;

TOGETHER WITH a 60-foot road easement for Right of Way, portions of which lie within each of the following sections of land:

North ½ of the Southeast ¼ of Section 2, T.35 N., R.8 E., W.M.; Southeast ¼ of the Northeast ¼, of Section 2, T.35 N., R.8 E., W.M.; Northeast ¼ of the Northeast ¼ of Section 2, T.35 N., R.8 E., W.M.; and the Southwest ¼ of the Southwest ¼ of Section 36, T. 36 N., R. 8 E., W.M.;

Said 50-foot easement for Right of Way being 25 feet on each side of the right of way centerline of Lake Shannon Road, as shown and described on that certain map entitled "Lake Shannon Road #97229 Right of Way Easement" map, dated June 19, 2006, on file in the office of the Skagit County Engineer, Skagit County, Washington, and made a part hereof by reference, more particularly described as follows:

Said 50-foot Right of Way easement intersects and enters the SW1/4 of the SE1/4 of Section 2, Township 35 N., Range 8 E., W.M., at centerline station 51+36.21, said intersection being a point on the East line of said SW1/4 of the SE1/4 of Section 2; thence runs Northerly through said SW1/4 of the SE1/4 of Section 2, as shown on the "Lake Shannon Road #97229 Right of Way Easement" map, and exits said SW1/4 of the SE1/4 of Section 2 at Lake Shannon Road centerline station 54+92.64, being a point on the North line of the SW1/4 of the SE1/4 of said Section 2.

Easement portion in SW1/4 of the SE1/4 of Section 2 contains 0.41 acres.

Said 60-foot easement for Right of Way being 30 feet on each side of the right of way centerline as shown and described on that certain map entitled "Lake Shannon Road #97229 Right of Way Easement" map, dated June 19, 2006, on file in the office of the Skagit County Engineer, Skagit County, Washington, and made a part hereof by reference, more particularly described as follows:

Said 60-foot Right of Way easement intersects and enters the N1/2 of the SE1/4 of Section 2, Township 35 N., Range 8 E., W.M., at Lake Shannon Road centerline station 54+92.64, said intersection being a point on the South line of said N1/2 of the SE1/4 of Section 2; thence runs Northerly through said N1/2 of the SE1/4 of

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Section 2, as shown on the "Lake Shannon Road #97229 Right of Way Easement" map, and exits said N1/2 of the SE1/4 of Section 2 at Lake Shannon Road centerline station 70+44.77, being a point on the North line of the N1/2 of the SE1/4 of Section 2, where it enters the SE1/4 of NE1/4 of Section 2, Township 35 N. Range 8 E., W.M.; thence continues Northerly and exits said SE1/4 of the NE1/4 of Section 2 at Lake Shannon Road centerline station 83+97.50, being a point on the North line of said SE1/4 of the NE1/4 of Section 2, where it enters the NE1/4 of the NE1/4 of Section 2, Township 35 N., Range 8 E., W.M.; thence continues Northerly and exits said NE1/4 of the NE1/4 of Section 2 at Lake Shannon Road centerline station 97+66.72, being a point on the North line of said NE1/4 of the NE1/4 of Section 2, where this portion of the easement terminates, and the right of way description enters another ownership.

Easement portion in the North ½ of the Southeast ¼; the Southeast ¼ of the Northeast ¼; and the Northeast ¼ of the Northeast ¼ of Section 2, T.35 N., R.8 E., W.M. contains 5.89 acres.

Said 60-foot Right of Way easement on Grantor's Property resumes at Lake Shannon Road centerline station 107+30.27, as shown on the "Lake Shannon Road #97229 Right of Way Easement" map, intersecting and entering the SW1/4 of the SW1/4 of Section 36, Township 36 North, Range 8 East, W.M., said intersection being a point on the West line of said SW1/4 of the SW1/4 of Section 36; thence continues Northeasterly to terminate at Lake Shannon Road centerline station 111+95.07 and the end of this description.

Easement portion in the SW1/4 of the SW1/4 of Section 36, Township 36 North, Range 8 East, W.M. contains 0.64 acres.

Total Lake Shannon Road Right of Way easement within Grantor's Property contains 6.94 acres.

TOGETHER WITH "NEW RIGHT OF WAY" for Tom Higgins Lane, also known as County Road #97250, described as follows:

A 60-foot width easement for Right of Way, portions of which are located within each of the following portions of land:

Northwest ¼ of the Northeast ¼ and the Northeast ¼ of the Northeast ¼ of Section 2, Township 35 North, Range 8 East, W.M, lying Southerly and Easterly of the 440 foot contour, U.S.G.S. 1929 datum;

TOGETHER WITH a 45-foot width easement for Right of Way located within the Southwest ¼ of the Southwest ¼ of Section 36, Township 36 N., Range 8 E., W.M.;

Said 60-foot easement for Right of Way being 30 feet on each side of the right of way centerline of Tom Higgins Lane, as shown and described on that certain map entitled

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"Lake Shannon Road #97229 Right of Way Easement" map, dated June 19, 2006, on file in the office of the Skagit County Engineer, Skagit County, Washington, and made a part hereof by reference, is more particularly described as follows:

Said 60-foot easement begins at a point in the NW1/4 of NE1/4 of Section 2, Township 35 N., Range 8 E., W.M., said point being the intersection of Tom Higgins Lane centerline station 0+00.00 with the 440 foot contour, U.S.G.S., 1929 datum, thence runs Southeasterly through said NW1/4 of NE1/4 of Section 2, as shown on the "Lake Shannon Road #97229 Right of Way Easement" map, and exits said NW1/4 of NE1/4 of Section 2 at Tom Higgins Lane centerline station 0+46.48, said point being on the West line of the NE1/4 of the NE1/4 of said Section 2; thence continuing Easterly and Northerly through said NE1/4 of the NE1/4 of Section 2, and exits said NE1/4 of the NE1/4 of Section 2 at Tom Higgins Road centerline station 14+07.18, where this portion of the easement terminates and the right of way description enters a different ownership.

Easement portion in NW1/4 of the NE1/4 of Section 2 contains 0.06 acres. Easement portion in NE1/4 of the NE1/4 of Section 2 contains 1.88 acres.

Said 45-foot easement for Right of Way being 30 feet in width on the left (Northwesterly) side and 15 feet in width on the right (Southeasterly) side of the right of way centerline of Tom Higgins Lane, as shown and described on that certain map entitled "Lake Shannon Road #97229 Right of Way Easement" map, dated June 19, 2006, on file in the office of the Skagit County Engineer, Skagit County, Washington, and made a part hereof by reference, more particularly described as follows:

Said 45-foot easement for Right of Way on Grantor's Property resumes at Tom Higgins Lane centerline station 25+39.35, as shown on the "Lake Shannon Road #97229 Right of Way Easement" map, intersecting and entering the SW1/4 of the SW1/4 of Section 36, Township 36 North, Range 8 East, W.M., said intersection being a point on the West line of said SW1/4 of the SW1/4 of Section 36; thence continues Northeasterly to terminate at Tom Higgins Lane centerline station 29+56.89 and the end of this description.

Easement portion in SW1/4 of the SW1/4 of Section 36 contains 0.43 acres.

Total Tom Higgins Lane Right of Way easement within Grantor's Property contains 2.37 acres.

All situate in the County of Skagit, State of Washington.

Subject to easements of record that may affect said road Right of Way easement.

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EXHIBIT "C"

SURVEY MAP

A map detailing the location of the New Right-of-Way and detailing the location of the Original Right-of-Way is attached hereto as Exhibit "C", and is fully incorporated herein by reference. Said Survey Map is also on file in the office of the Skagit County Engineer, Skagit County, Washington.

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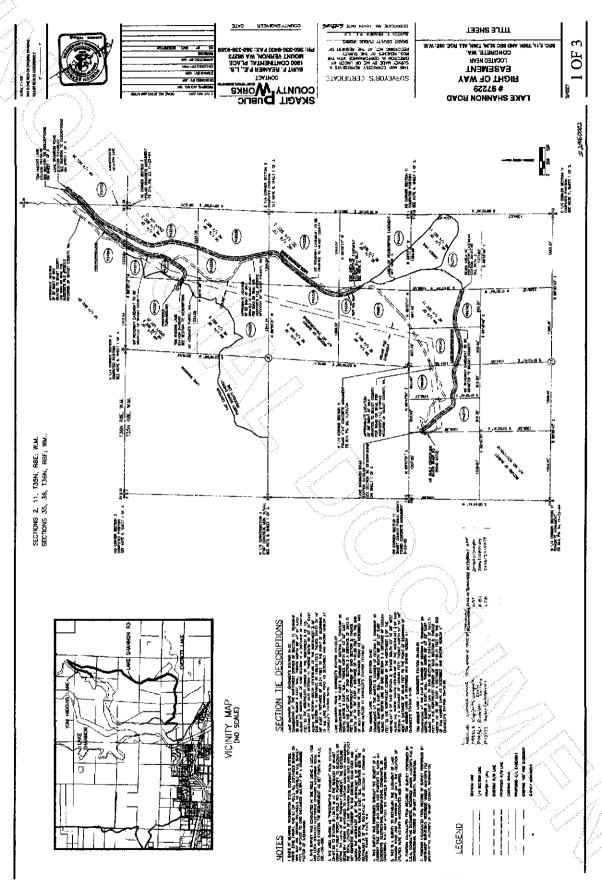
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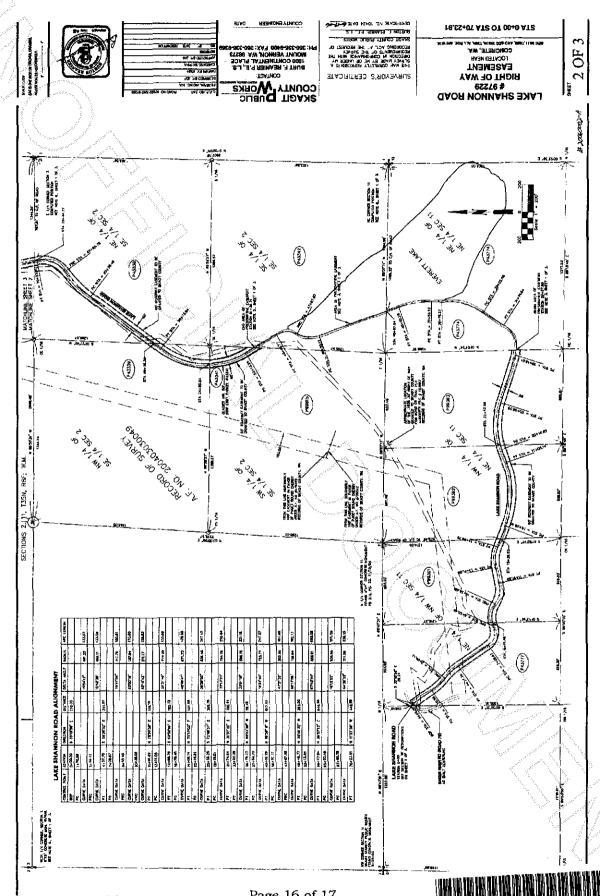
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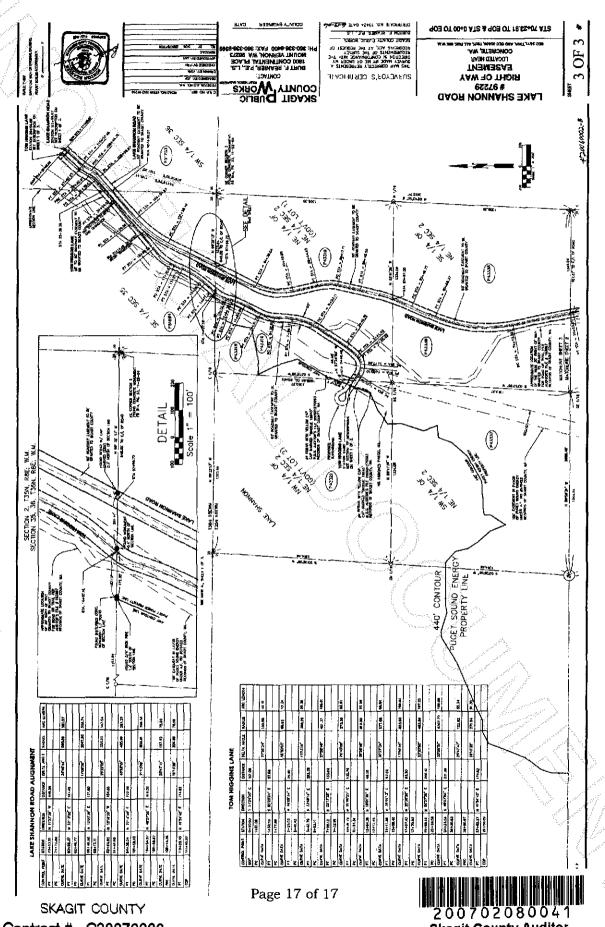


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