

Please Return To:

City of Sedro-Woolley
325 Metcalf St
Sedro Woolley, WA 98284
Attention: Mark A. Freiburger, PE,



200902200092

Skagit County Auditor

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Document Title: Bus Turn Out Easement	GUARDIAN NORTHWEST TITLE CO. ACCOMMODATION RECORDING ONLY
Grantor: Stanislaw Properties, L.L.C.	M4363
Grantee: City of Sedro-Woolley	
Legal Description: Ptn of Tracts 1 – 3, Skagit County SP #11-84, V 6, Pgs 179 & 180 and Ptn of E ½ of SW ¼ of SE ¼ of S 18, T 35 N, R 5 E	
<input checked="" type="checkbox"/> Additional legal is included as "Exhibit A and B."	
Assessor's Property Tax Parcel Account Number(s): 350518-4-029-0003	
Reference: Project: Fruitdale Road and McGarigle Road Improvements Project Project Parcel P39412 & P107869	

BUS TURN OUT EASEMENT

Grantor, Stanislaw Properties, L.L.C., a Washington limited liability company, for valuable consideration received, does hereby grant and convey to Grantee, The City of Sedro-Woolley a Municipal Corporation in Skagit County, Washington, its successors and assigns, a non-exclusive easement, over, in, along, across and upon the following described property:

GRANTOR'S PROPERTY DESCRIBED IN EXHIBIT "A"
and EXHIBIT "B" attached hereto and incorporated herein by
this reference;

EASEMENT AREA DESCRIBED IN EXHIBIT "C" and DEPICTED in
EXHIBITS "D" and "E" attached hereto and incorporated herein by this
reference.

For public streets, bus turn out and associated purposes together with the right of ingress and egress from the public right of way thereto without prior institution of any suit or proceedings of law and without incurring any legal obligation or liability therefore. This easement is granted subject to the following terms and conditions:

1. Grantee shall not construct or install in the easement area any permanent improvements, including above-surface abutments, curbing, poles, fences, sign posts or supports, or any temporary buildings or structures, without Grantor's prior written consent, *provided*, that Grantor consents to the improvements identified on Exhibit F attached hereto, *and provided further*, the improvements do not restrict or interfere with Grantor's use of the driveway depicted in Exhibit F for ingress and egress to and from its building site and Fruitdale Road.
2. Grantee shall, upon completion of any work within the property covered by this easement (excluding the improvements approved under Paragraph 1 of this Easement), restore the surface of the easement and any private improvements disturbed or destroyed during execution of the work, as nearly as practical to their normal conditions that they were in immediately before the commencement of the work or entry by Grantee.
3. Grantor shall retain the right to fully use the easement area to the extent that such use does not interfere with the easement rights granted to Grantee. Grantor shall not without prior notice to and consent from Grantee:
 - a. Erect or maintain any buildings or structures within the easement; or
 - b. Disturb the lateral and subjacent support of the roadway, bus turn out and other uses of the easement by the Grantee; or



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c. Plant trees, shrubs, or vegetation having deep root patterns that may cause damage to or interfere with the use of the street and bus turn out.

4. This easement shall terminate upon written abandonment and cessation of use by the City of Sedro-Woolley as a Bus Turn Out Easement for a period of twelve (12) successive months.
5. Grantee will maintain and repair the easement area in a good and safe condition at its own expense and shall be responsible for compliance with applicable governmental requirements.
6. Grantor and Grantee shall indemnify and hold the other party harmless from all claims, demands, damages and causes of action of any nature whatsoever, with costs and expenses, including attorney's fees for the defense thereof, arising out of the use of the easement area by itself or its agents, contractors, employees, tenants or invitees.

The easement and covenants herein shall be recorded with the Skagit County Auditors Office shall run with the land and shall be binding upon Grantor and any heirs, successors and assigns.

DATED this 12th day of February, 2009.

Grantor: Stanislaw Properties, L.L.C.

By: [Signature]

Its: Managing Member

By: _____

Its: _____

457
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

FEB 20 2009

Amount Paid \$ 0
Skagit Co. Treasurer
By MF Deputy



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Exhibit A

Legal Description of the Stanislaw L.L.C. parcel 107869

Parcel "A"

Lot 1 of Skagit County Short Plat No. 92-019, approved August 25, 1995 and recorded August 30, 1995 in Volume 12 of Short Plats, page 25, under Auditor's File No. 9508300056, being a portion of the Southwest 1/4 of the Southeast 1/4 of Section 18, Township 35 North, Range 5 East, W.M., records of Skagit County, Washington;

Situate in the County of Skagit, State of Washington.



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Exhibit B

Legal Description of the Stanislaw L.L.C. parcel 39412

PARCEL "B":

Tracts 1,2 and 3, Skagit Co. S.P. No. 11-84, approved 5-23-84 and recorded 10-17-84 in Vol. 6 of S.P., PGS 179 and 180, under Aud. No. 8410170004, Records of Skagit County, Wa.: being a portion of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ in Sec. 18, T.35 N. R. 5 E., W.M.

And Also:

That portion of the East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 18, Township 35 North, Range 5 East, W.M., lying Northerly of the Great Northern Railway Company right of way,

EXCEPT the West 30 feet thereof;

ALSO EXCEPT the North 60 feet thereof,

AND ALSO EXCEPT that portion thereof lying Southerly of a sewer line as the same existed on May 1, 1970 and was referred to in Real Estate Contract recorded May 18, 1970, under Auditor's File No. 739080, records of Skagit County, Washington; and which runs in a Westerly direction from a point the west line of the County road along the East line of said subdivision which is 351 feet, more or less, North of the centerline of the State Highway 20,

AND ALSO EXCEPT the East 20 feet for a road conveyed to Skagit County by Deed recorded under Auditor's File No. 57468, records of Skagit County, Washington;

AND FURTHER EXCEPTING any portion lying within the boundaries of Short Plat no. 92-019 recorded August 30, 1995, under Auditor's File No. 9508300056, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.



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Exhibit C

Easement legal descriptions

That portion of above described Parcel "A", for bus turn-out easement purposes, to the City of Sedro-Woolley, easement described as follows:

Being the East 20.00 feet of said Lot 1.

Together with, that portion of the above described Parcel "B", for bus turn-out easement purposes, to the City of Sedro-Woolley; easement being more particularly described as follows:

Commencing at the Southeast corner of said parcel; thence South $89^{\circ}49'06''$ West, along the South line of said Parcel "B", a distance of 10.00 feet to the True Point of Beginning, said point lies 30.00 feet perpendicular from the center line of Fruitdale Road, thence continuing along said line, South $89^{\circ}49'06''$ West a distance of 9.90 feet; thence North $00^{\circ}10'03''$ West a distance of 32.83 feet; thence North $12^{\circ}07'45''$ East a distance of 46.28 feet to a point which lies 30.00 feet perpendicular from the center line of Fruitdale Road; thence South $00^{\circ}12'00''$ East a distance of 78.05 feet the point of Beginning.

Situate in the City of Sedro-Woolley, County of Skagit, State of Washington



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STATE OF WASHINGTON

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SS.

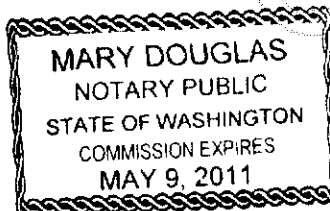
}

County of SKAGIT

I certify that I know or have satisfactory evidence that ROBERT JANICKI and
_____ (is/are) the person(s) who appeared before me, and said
person(s) acknowledged that (he/she/they) signed this instrument, on oath stated that (he is/she is /they are)
authorized to execute the instrument and acknowledged it as the MANAGING MEMBER and
_____ of Stanislaw Properties L.L.C. to be the free and voluntary act of such
party for the uses and purposes mentioned in this instrument.

DATED: FEBRUARY 12, 2009

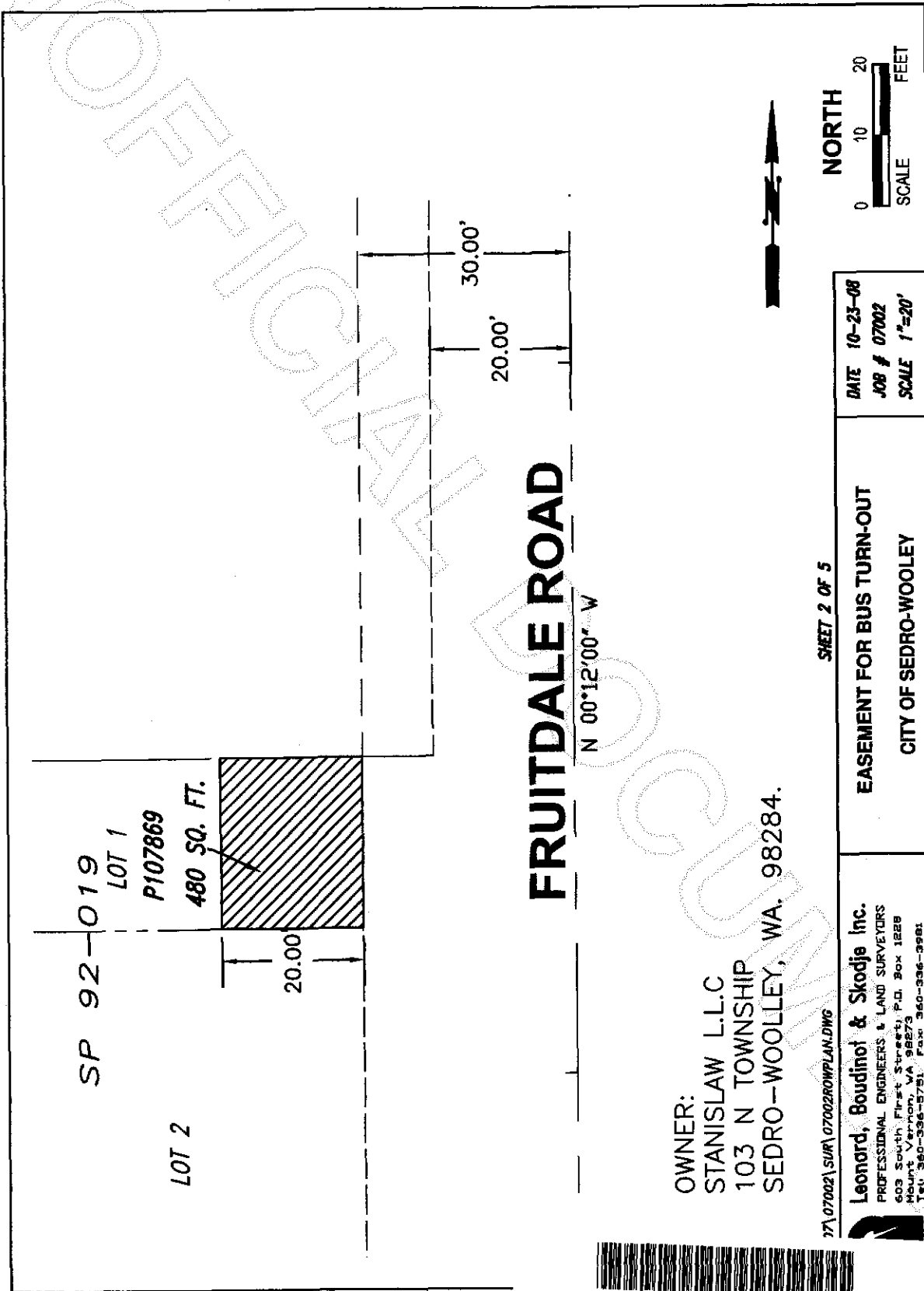
Mary Douglas
Name (typed or printed): MARY DOUGLAS
NOTARY PUBLIC in and for the State of Washington
Residing at SKAGIT COUNTY, WA
My appointment expires: MAY 9, 2011



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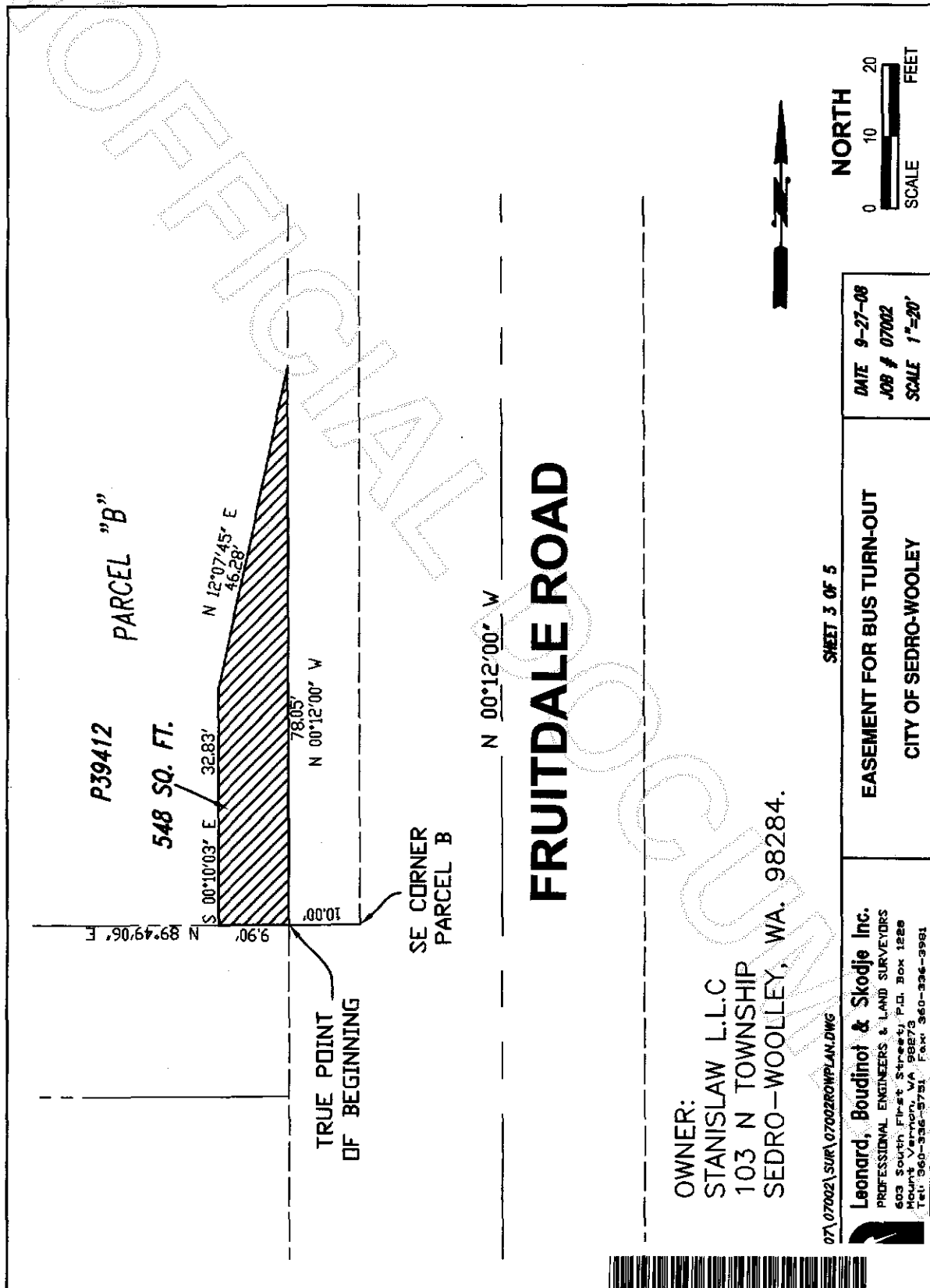
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Exhibit D



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Exhibit E

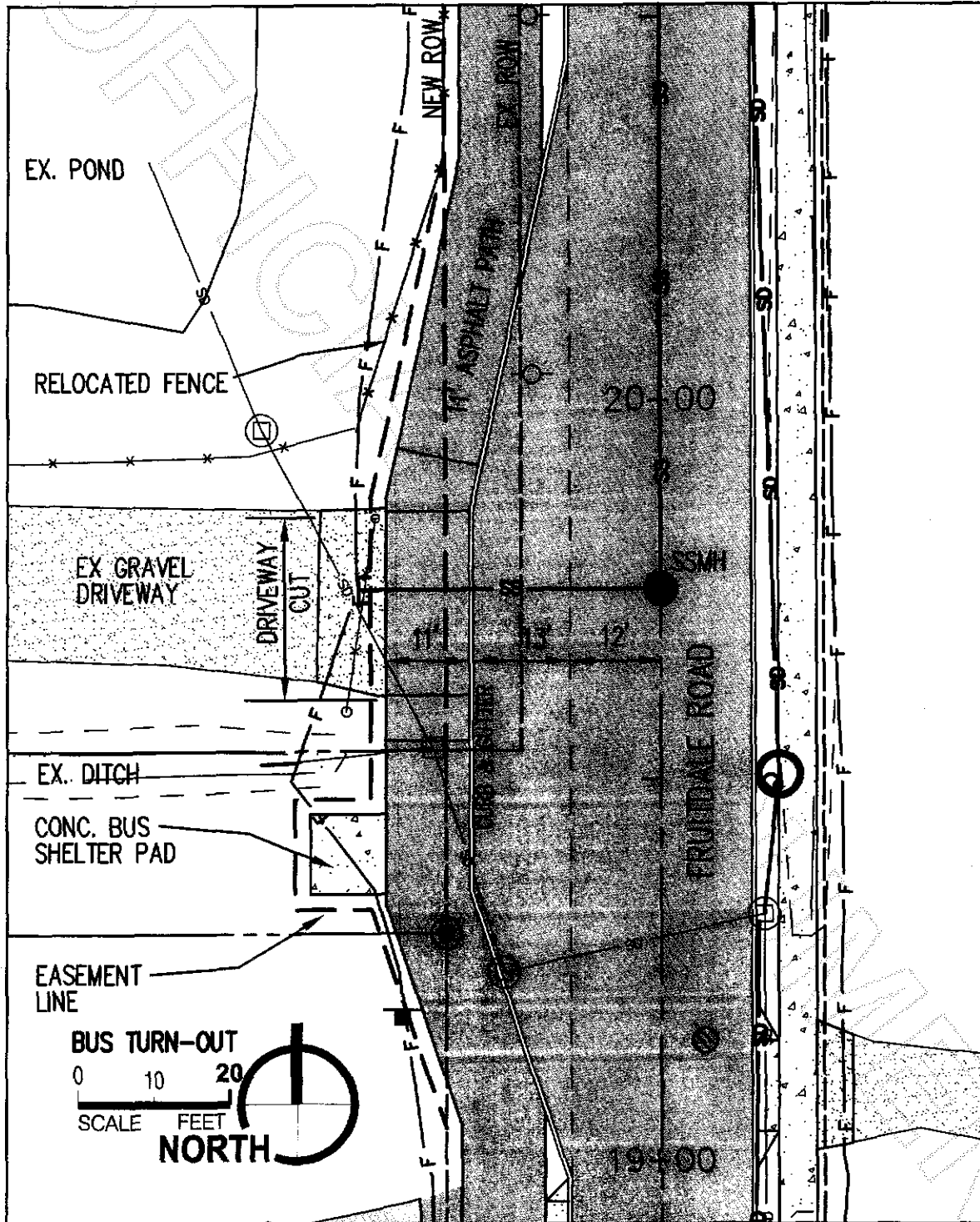


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Exhibit F

Bus Turn Out Improvements



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