

City of Sedro-Woolley
325 Metcalf Street
Sedro-Woolley WA 98284
Attention: Mark Freiberger



200903040096

Skagit County Auditor

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SLOPE EASEMENT

Grantor: Granite Holdings, L.L.C., a Washington limited liability company

Grantee: The City of Sedro-Woolley, a Washington municipal corporation

Abbreviated Legal: PORTION OF THE NW ¼ OF THE SE ¼ OF SECTION 18,
TOWNSHIP 35 NORTH, RANGE 5 EAST, W.M., IN SKAGIT COUNTY,
WASHINGTON (See Exhibit A for full legal description)

Tax Parcel No.: P39391, P39361, P39370

3/3/09

Granite Holdings, L.L.C., a Washington limited liability company ("**Grantor**"), for and in consideration of mutual benefits and in further consideration of the general public welfare and of the peculiar and special benefits to accrue to us therefrom and of the sum of Five Thousand Dollars (\$5,000.00), does hereby convey and quitclaim to City of Sedro-Woolley, a Washington municipal corporation, and its assigns (collectively, the "**City**"), a permanent public non-exclusive easement over, under, upon and across a portion of Grantor's property as further described on Exhibit A and depicted on Exhibit B, each exhibit attached hereto and made a part hereof (the "**Easement Area**"), for the purposes of constructing and maintaining roadway slopes in excavation and/or embankment for roadway construction and support thereof.

Grantor reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, including, without limitation, the right to

construct an access point and establish a public road, up to sixty (60) feet in width, providing access from Grantor's property to McGargile Road at its intersection with Calkin Place, as depicted on Exhibit B.

This easement is subject to all matters of record, as well as matters of which the City is aware. Grantor does not warrant title to the Easement Area and shall not be liable for defects thereto or failure thereof. Grantor does not warrant, and expressly disclaims all warranties (expressed or implied) regarding the condition of the Easement Area, including, without limitation, its environmental condition.

The City agrees to release, defend, indemnify and hold harmless Grantor, Grantor's directors, officers, employees, agents, and representatives (and the respective successors and assigns of each and all of the foregoing) (collectively, the "**Indemnitees**") from and against any and all claims, liens, demands, actions, costs, losses, expenses, harm, damages and liability (including, but not limited to, attorneys' fees) of any kind or character ("**Claims**") asserted or arising directly or indirectly from, on account of, or in connection with the easement rights granted herein, unless and except only in proportion to the extent such claims arise from the Indemnitees' own negligence or willful misconduct. Solely to give full force and effect to the indemnities contained herein and not for the benefit of any third party, the City specifically and expressly waives any immunity it may have under Washington State Industrial Insurance Act, Title 51 RCW, and acknowledges that this waiver was mutually negotiated by the parties herein.

In the event of any litigation regarding the rights and obligations of the parties under this agreement, the prevailing party shall recover its costs and attorneys' fees, including such costs and attorneys' fees for appeals.

The covenants contained herein are intended to and shall run with the land and shall benefit and bind the parties and their respective heirs, successors and assigns.

It is understood and agreed that delivery of this easement is hereby tendered and that the terms and obligations hereof shall not become binding upon the City unless and until accepted and approved hereon in writing by the City. This agreement may be executed in counterparts, which shall be treated as originals for all intents and purposes,



and all so executed shall constitute on agreement, binding on all of the parties hereto,
notwithstanding that all the parties are not signatory to the original or the same
counterpart.

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587
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

MAR 04 2009

Amount Paid \$ 94.00
Skagit Co. Treasurer
By MF Deputy



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Skagit County Auditor

IN WITNESS WHEREOF, the parties have executed this agreement as of the last date written below.

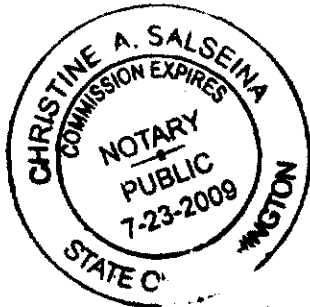
Granite Holdings, L.L.C.,
a Washington limited liability company

By: _____
Name: Robert H. Ruby
Its: member

STATE OF WASHINGTON)
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Robert H. Ruby is the person who appeared before me, and said person acknowledged he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the member of Granite Holdings, L.L.C., a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 3rd day of March, 2009.



Christine A. Salseina
(Print Name)
Christine A. Salseina
Notary Public in and for the State of
Washington
Residing at Skagit Co.
My Appointment Expires: 7/23/09

ATTEST:

[Signature]
City Clerk

APPROVED as to form only:

[Signature]
The City of Sedro-Woolley City Attorney

Accepted By:

[Signature] 3/3/09
City of Sedro-Woolley Mayor Date



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EXHIBIT A

GRANITE HOLDINGS LLC - P39391, P39361, 39370

LEGAL DESCRIPTION for: PERMANENT CONSTRUCTION SLOPE EASEMENT TO BE GRANTED TO THE CITY OF SEDRO WOOLLEY

Legal Description of the Granite Holdings LLC parcel

That portion of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 18, Township 35 North, Range 5 East, W.M., lying Northerly of McGarigle Road, ALSO the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 18, Township 35 North, range 5 East, W.M., lying Northerly of the McGarigle Road, ALSO AND TOGETHER WITH that portion of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 18, Township 35 North, Range 5 East W.M., lying Northeasterly of the Westerly line of the Westerly Bonneville Power Easement and lying Southeasterly of the Northerly line of the abandoned Great Northern Railway right of way and lying Southwesterly of the following described line:

Beginning at a point of the East line of said Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, said point being 439.24 feet North of the Southeast corner of said Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$; thence North $59^{\circ}10'41''$ West, 233.0 feet, more or less, to a point on the Northwesterly line of the abandoned Great Northern Railway right of way and the termination point of said line,

EXCEPT therefrom that portion platted as Sauk Mountain View Estates-South, a Planned Residential Development, as recorded under Auditor's File No. 200306090032, records of Skagit County Auditor's Office, AND EXCEPT that portion platted as Sauk Mountain View Estates-South -APRD- Phase 3 as recorded under Auditors File No. 200505260107, AND EXCEPT that portion of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ lying Northerly of the Southerly line of Portobello Avenue, AND ALSO EXCEPT the following described tracts:

Tract A:

That portion of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 18, Township 35 North, Range 5 East, W.M., described as follows:

Beginning at a point on the West 20 foot right of way of Fruitdale Road, 521.62 feet North of the Southeast corner of said Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, said point also being the Northeast corner of a tract of land conveyed to Cascade Natural Gas Corporation by Correction Deed dated August 3, 1957, and recorded in Volume 289, page 677, records of Skagit County, Washington; thence South along said West right of way line of Fruitdale Road 120 feet, more or less, to the Southeast corner of that parcel conveyed by instrument recorded under Auditor's File No. 200212050129, records of Skagit County, Washington; thence West 70.0 feet; thence North 220.00 feet; thence East 70 feet to the Northeast corner of a parcel of land conveyed to El Paso National Gas Company by Correction Statutory Warranty Deed recorded August 26, 1965, under Skagit County Auditor's File No. 670920; thence South along the East line of said parcel 100.0 feet to the true point of beginning.

EXHIBIT

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Tract B:

That portion of the Southwest ¼ of the Northeast ¼ of Section 18, Township 35 North, Range 5 east, W.M., lying Northwesterly of the following described line:

Beginning at the Southwest corner of Lot 21 within the Plat of Sauk Mountain View Estates-South, a Panned Residential Development, as recorded under Auditor's File No. 200306090032, records of Skagit County Auditor's Office;
thence South 19°36'17" West, 40.93 feet;
thence South 38°43'16" East 58.56 feet;
thence South 21°02'28" West, 60.58 feet;
thence South 50°02'25" West, 86.57 feet;
thence South 31°52'47" West, 31.08 feet;
thence South 48°07'50" West, 97.92 feet;
thence South 31°49'29" West, 113.71 feet, more or less, to a point on the West line of said Southwest ¼ of the Northeast ¼ and the termination point of said line.

PERMANENT SLOPE CONSTRUCTION EASEMENT

That portion of the above described Granite Holdings LLC parcel, being fifteen feet in width and parallel to the Northerly right of way of McGarigle Road for a permanent construction slope easement being more particularly described as follows:

Commencing at the intersection of Calkin Place and McGarigle Road, being a monument in case; thence North 45°03'55" West along the projection of said centerline of Calkin Place a distance of 25.00 feet to the Northerly right of way of said McGarigle Road and the **TRUE POINT OF BEGINNING**; thence North 44°56'03" East along said right of way a distance of 30.00 feet, thence North 45°03'55" West to a point that is 15.00 feet distant and perpendicular to the said right of way of said McGarigle Road; thence South 44°56'03" West a distance of 30.00 feet; thence South 44° 54'38" West a distance of 30.00 feet to a point that is 15.00 feet distant and perpendicular to said right of way of McGarigle Road; thence South 45°03'55" East a distance of 15.00 feet to the said Northerly right of way of said McGarigle Road; thence North 44°54'38" East along said right of way of McGarigle Road a distance of 30.00 feet to the **TRUE POINT OF BEGINNING**;

ALSO that portion of the said Granite Holdings LLC parcel more particularly described as follows:

Commencing at the intersection of Calkin Place and McGarigle Road, being a monument in case; thence North 45°03'55" West along the projection of said centerline of Calkin Place a distance of 25.00 feet to the Northerly right of way of said McGarigle Road; thence South 44°54'38" West along said right of way a distance of 182.89 feet; thence South 44°58'34" West along said right of way a distance of 92.73 feet to the **TRUE POINT OF BEGINNING**; thence

EXHIBIT A—PAC

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North 45°01'26" West to a point that is 15.00 feet distant and perpendicular to said right of way; thence South 44°58'34" West along a line that is parallel to said right of way a distance of 254.07 feet to a point that is 15.00 feet distant a perpendicular to said right of way; thence South 45°01'26" East a distance of 15.00 feet to the said Northerly right of way of said McGarigle Road; thence North 44°58' 34" East along said right of way a distance of 254.07 feet to the **TRUE POINT OF BEGINNING**

Situate in the County of Skagit.



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EXHIBIT A—PAGE 3

EXHIBIT B

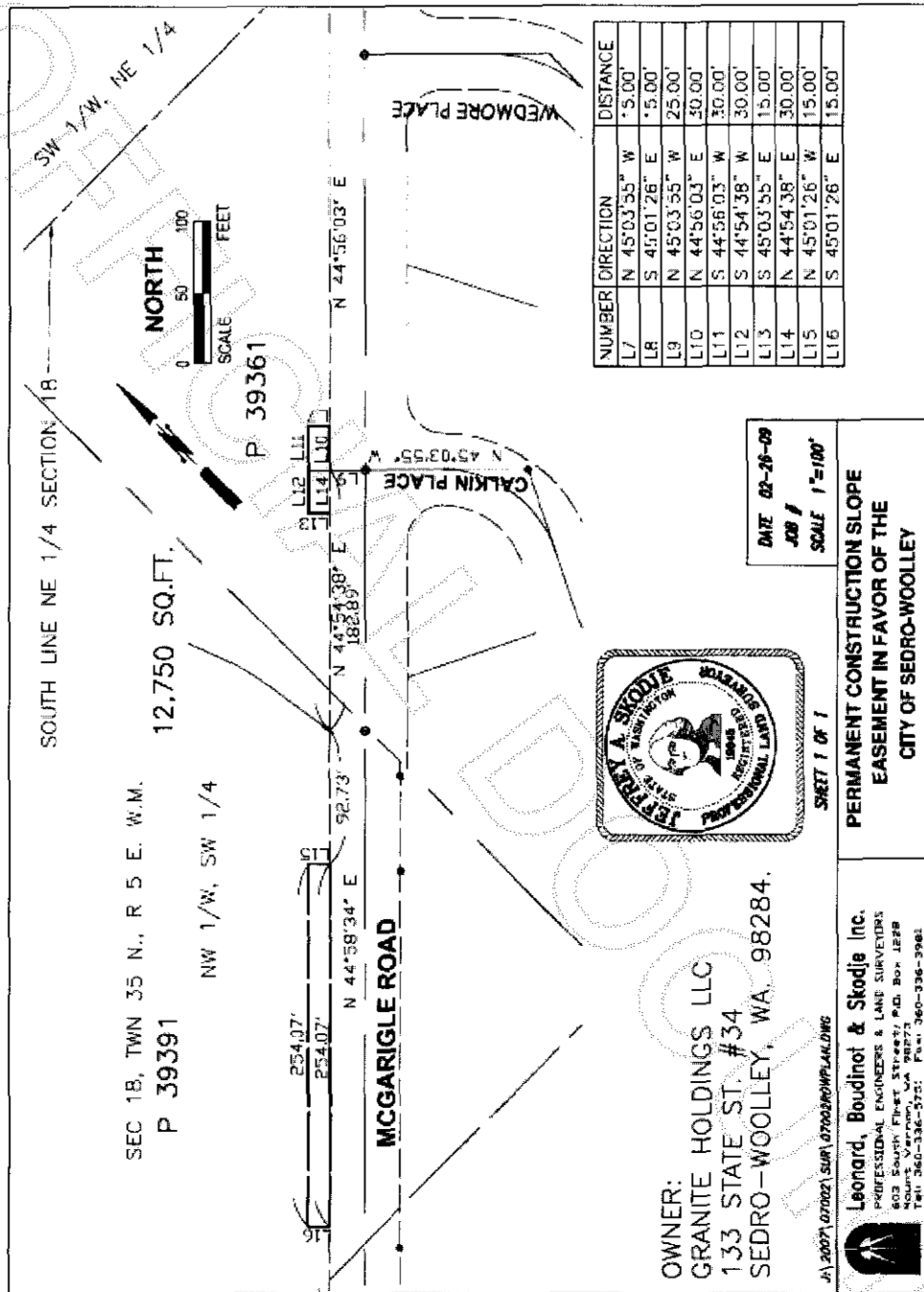


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