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Skagit County Auditor

When Recorded, Return to:

1/12/2010 Page 1 of 7 9:57AM

The Nature Conservancy
1917 First Avenue
Seattle, WA
98101

TEMPORARY ACCESS AND CONSTRUCTION EASEMENT

Grantor:	EARL HANSON
Grantees:	THE NATURE CONSERVANCY and their contractors
Legal Description: (abbreviated)	A Portion of the NW 1/4 of Section 29, Township 33 North, Range 4, East, W.M., Skagit County, WA
<input checked="" type="checkbox"/> Additional on:	EXHIBIT A
Assessor's Property Tax Parcel / Account No.	P17450
Reference Nos.:	N/A

This Temporary Access and Construction Easement is granted and conveyed this 9th day of DECEMBER 2009, by Earl Hanson (the "Grantor"), to **THE NATURE CONSERVANCY**, a District of Columbia nonprofit corporation (the "Conservancy").

RECITALS

A. The Grantor is the owner of that certain real estate situated in Skagit County, Washington, which is more particularly described in **EXHIBIT A**, attached hereto and made a part hereof (the "Property").

B. The Conservancy desires to relocate Fisher Slough and Hill Ditch on the Property in the location and on the terms described in the Easement below.

EASEMENT

NOW THEREFORE, in consideration of the foregoing and of the covenants and agreements set forth in this Temporary Access and Construction Easement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1 Temporary Access and 00000000Construction Easement. Grantor hereby conveys and grants to the Conservancy a temporary, nonexclusive easement over and across the Property in a location on the Property depicted in the attached **EXHIBIT B** ("Access and Construction Easement Area"), for purposes of relocating Fisher Slough and Hill Ditch. This Temporary Access and Construction Easement shall be in effect for a term of two years from the date of its recording in the Skagit County records and shall terminate at the end of that term automatically without requiring any further act by any party. The Construction Easement granted herein may be utilized by the Conservancy's employees, agents, and contractors for the purposes described above and is subject to all existing easements, encumbrances, rights, reservations, covenants, and restrictions of record.

2 Conditions of Easement Use. The Conservancy shall not make or permit any use of the Property that is unlawful, improper, or contrary to any applicable law or ordinance. The Conservancy shall be solely responsible, at its own cost and expense, for compliance with all federal, state, and local laws governing or applicable to use of the Construction Easement, including without limitation any responsibility to obtain, maintain, and comply with any necessary governmental permits, approvals, or licenses for the permitted activities on the Property.

Access to the property is limited to the Access and Construction Easement Area. This Temporary Access and Construction Easement does not grant Conservancy's employees, agents, and contractors access, ingress or egress to any part of the Property outside that Area.

The Conservancy's work may affect areas associated with the Grantors enrollment in the Conservation Reserve Program with the United States Department of Agriculture Natural Resources Conservation Service. The Conservancy agrees to replant and restore areas negatively affected by direct Conservancy action to standards acceptable to the Conservation Reserve Program.

3 Grantor's Reservation. Grantor hereby reserves the right to use the Temporary Access and Construction Easement Area and Property for any and all purposes that do not materially interfere with the Conservancy's rights under this Temporary Access and Construction Easement. Grantor further reserves the right to convey the Property or to grant any other easement, license, lease, or right-of-way over, under, or across the Temporary Access and Construction Easement Area for any purpose consistent with the Temporary Access and Construction Easement granted herein.

4 Indemnification. To the maximum extent allowed by law, the Conservancy agrees to indemnify and hold the Grantor harmless for any and all liability, loss, or penalty arising in any way; including without limitation from personal injury or death, property damage, fire, or harm to wildlife; out of use of the Construction Easement by it and its employees, contractors, or agents.



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5 Binding Effect. The Construction Easement granted herein and the conditions contained herein shall be covenants running with the land and shall be binding upon Grantor's and the Conaservancy's successors and assigns and all future owners of the Property, for the term of the Temporary Access and Construction Easement provided here.

EXECUTED as of the day and year first above written.

By _____
Name: _____
Its: _____

By _____
Name: _____
Its: _____

THE NATURE CONSERVANCY, a District
of Columbia nonprofit corporation

Earl Hanson

By Cheri Davis
Name: _____
Its: Director, Conservation Programs

By _____
Name: Earl Hanson
Its: _____

Easement
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

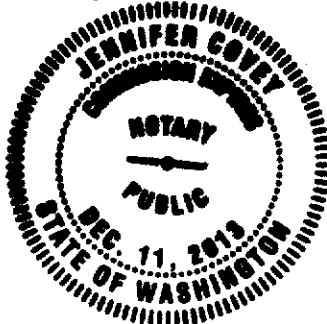
JAN 12 2010

STATE OF WASHINGTON)
COUNTY OF SKAGIT) ss.

Amount Paid \$ ✓
Skagit Co. Treasurer
By mm Deputy

On this 2nd day of December, 2009, before me, the undersigned, personally appeared Earl Hanson, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged to me that he/she signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 2nd day of December, 2009.



Jennifer Covey
Notary Public in and for the State of Washington
Residing at Mount Vernon
My commission expires: 12-11-2013



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STATE OF WASHINGTON)

 KING)
COUNTY OF SKAGIT)

ss.

On this 9th day of DECEMBER, 2009, before me, the undersigned, personally appeared CHRIS DAVIS, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged to me that he/she signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 9th day of DECEMBER, 2009.

SANDRA LEE BUTTERFIELD

Notary Public in and for the State of Washington

Residing at SEATTLE, WA

My commission expires: 9/19/11

SANDRA LEE BUTTERFIELD
STATE OF WASHINGTON
NOTARY PUBLIC
MY COMMISSION EXPIRES
09-19-11



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EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

The Northwest ¼ of Section 29, Township 33 North, Range 4 East, W.M., EXCEPT the nine following described tracts:

- 1) That portion thereof lying Easterly and Southerly of the Westerly and Northerly line of the English Lumber Company's right-of-way.
- 2) That portion thereof lying Northwesterly of Fisher's Slough and Westerly of the State Highway right-ofway commonly known as Interstate 5.
- 3) Begin at a point on the Northeasterly line of State Highway No. 1, as the same existed on December 14, 1937, which point is 1209.9 feet North and 586.5 feet of the Southwest corner of the East ½ of the Northwest ¼ of said Section 29;

Thence North 66°04' East 193 feet;

Thence North 23°56' West 225.7 feet;

Thence South 66°04' West 193 feet to the Northeasterly line of said State Highway;

Thence South 23°56' East 225.7 feet to the point of beginning.

- 4) Beginning at the North 1/4 corner of said Section 29; thence South 0°44'57" West 1,625.03 feet along the East line of said Northwest ¼ of Section 29; thence North 89°15'03" West 1,277.83 feet to the true beginning; thence North 56°30'00" West 442.00 feet; thence South 33°30'00" West 296.00 feet; thence South 56°30'00" East 442 feet; thence North 33°30'00" East 296.00 feet to the true point of beginning.
- 5) The rights-of-way, commonly known as Interstate 5, as conveyed to the State of Washington for road purposes by deeds dated February 8, 1934, November 7, 1955 and August 21, 1968, and recorded July 5, 1934, February 1, 1956 and October 1, 1968, under Auditor's File Nos, 263374, 530992 and 718811, respectively.
- 6) Those portions thereof lying within the right-of-way of Diking District No.3 as conveyed by deed recorded as Auditor's File No. 89503 and as condemned in Skagit County Superior Court Case No. 2982.
- 7) Those portions thereof lying within the right-of-way Diking District No. 16 as condemned in Skagit County Superior Court Cause No. 4058.
- 8) Other Diking District and County Road rights-of-way, if any.



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- 9) That portion thereof lying Southwesterly of the Northeasterly most line of the Diking District No. 16 right-of-way.

EXCEPT THE FOLLOWING DESCRIBED TRACT OF LAND:

That portion of the Northwest ¼ of Section 29, Township 33 North, Range 4 East, W.M., Lying Easterly right-of-way margin of Cedardale Road, (a County road lying Easterly of, parallel with and contiguous to State Highway SR I-5), and Northerly and Westerly of Hill Ditch (also known as Carpenters Creek and Fishers Slough;

Except any portion thereof lying within the right-of-way of Diking District No. 16;

And also Except Diking District rights-of-way;

Being subject to and together with easements, reservations and restrictions of record.

Situate in the County of Skagit, State of Washington

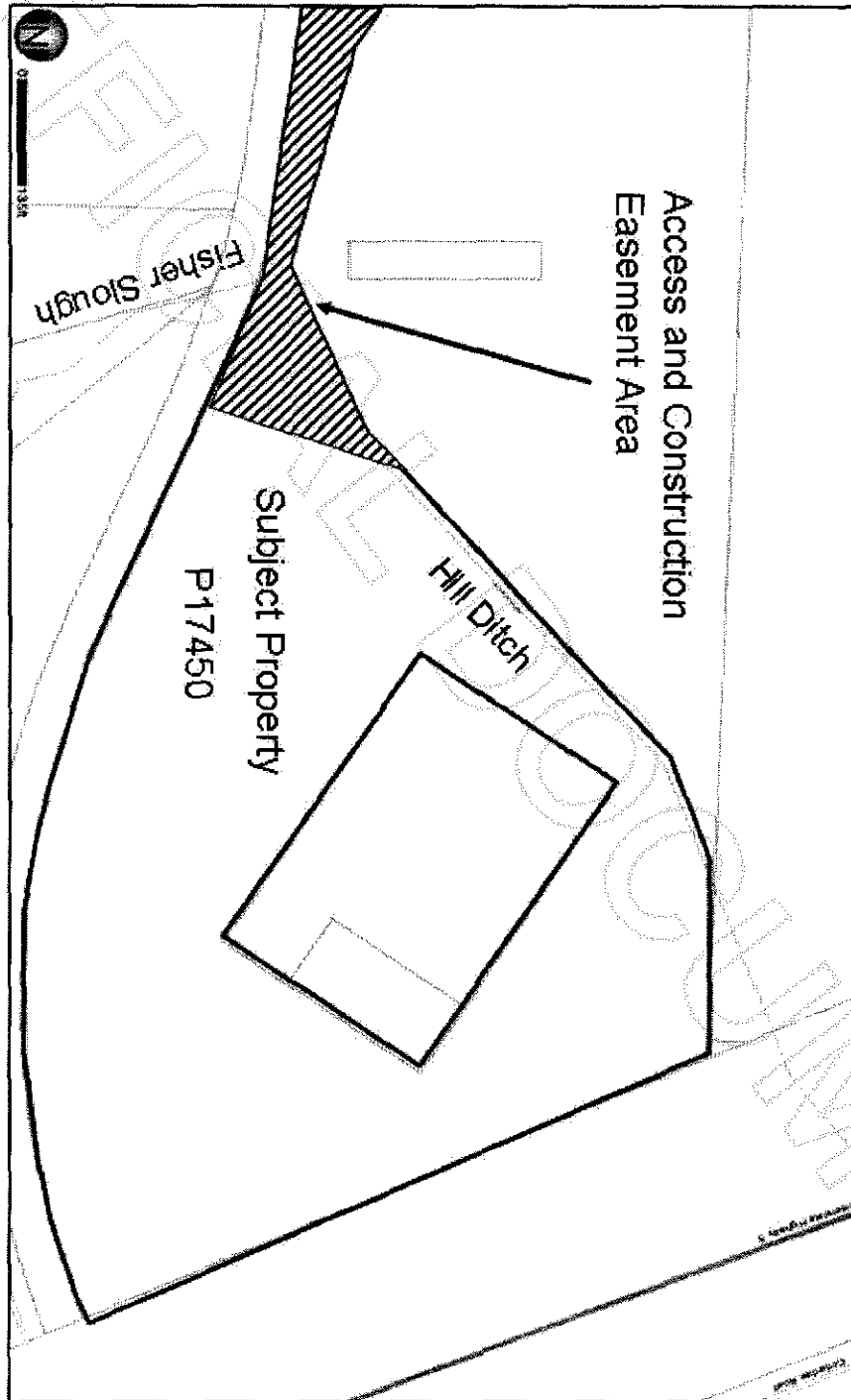


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EXHIBIT B

MAP DEPICTING EASEMENT AREA

Access to the property is limited to the Access and Construction Easement Area. This Temporary Access and Construction Easement does not grant Conservancy's employees, agents, and contractors access, ingress or egress to any part of the Property outside that Area.



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