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Skagit County Auditor

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After recording, return to:

Skagit County Public Works Department
Attn: Stephen R. Fallquist
1800 Continental Place
Mount Vernon, WA 98273

SKAGIT COUNTY
Contract # C20110442
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DOCUMENT TITLE: RIGHT-OF-WAY EASEMENT**GRANTOR(S):** JOANNE WILLIAMS LENNOX, a married woman, as her separate property.**GRANTEE(S):** SKAGIT COUNTY, a political subdivision of the State of Washington.**ABBREVIATED LEGAL DESCRIPTION(S):** PTN S2 T35 R8 SE1/4 OF SE1/4 LESS ROAD**PARCEL NUMBER(S):** P43342 (XrefID: 350802-4-004-0007)

RIGHT-OF-WAY EASEMENT

This Right-of-Way Easement (the "Easement Agreement"), is made by and between, **Skagit County**, a political subdivision of the State of Washington ("Grantee") and **JOANNE WILLIAMS LENNOX**, a married woman, as her separate property ("Grantor"). 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 fee-simple owner of certain real property located in Skagit County, Washington, commonly described as Skagit County Assessor Tax Parcel Number: P43342 (XrefID: 350802-4-004-0007), and more particularly described by the legal description attached hereto as Exhibit "B" and incorporated herein by reference ("Grantor's Property").

B. The parties have executed a Release and Settlement Agreement related to this Easement Agreement, and in consideration of the terms of the Release and Settlement Agreement, the parties agree that it would be in the mutual interest and benefit of both parties to have a formal Easement Agreement, as provided herein.

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

2011 3324
NOV 02 2011

Amount Paid \$ 263.21
By Skagit Co. Treasurer
Deputy

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

1. **Grant of Easement.** Grantor hereby grants, dedicates and conveys to Grantee and to the public a 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, as described at Exhibit "A", attached hereto and incorporated by reference (the "Easement Area"), subject to the terms and conditions set forth in this Easement Agreement herein.

2. **Purpose, Maintenance, Improvements and Use.** Grantee, its agents, contractors, 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 Easement Area to use, inspect, construct, reconstruct, operate, maintain, repair, replace, and utilize the Easement Area for all public road and right of way purposes, with the primary purpose being to provide Grantee and the public with access to Lake Shannon. The Easement Area may be maintained by the Grantee as a "Primitive Road" and Grantee is not required to designate, maintain, or bring the Easement Area to any other County road standard. Grantor is similarly not required to maintain the Easement Area to any road standard or pay for use of Easement Area.

Nothing in this Easement Agreement herein shall obligate Grantee to commence or complete any improvements whatsoever to the Easement Area within any 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 reasonably practicable, and to restore the Easement Area within a reasonable period of time after commencing such work so as to minimize the interference with Grantor's use of Grantor's Property. Grantee will not construct any parking area(s) within the Easement Area. Upon the recording of this Easement Agreement the Grantor shall not be responsible or liable for the use or maintenance of the road within the Easement Area.

3. **Indemnification.** Grantee shall hold harmless and indemnify Grantor for any claims arising from the condition or use of the road, including responsibility for impacts to water, water quality, or fish habitat arising from the condition of the road, maintenance of the road, or use of the road and specifically, but not limited to, responsibility arising from the existing culverts under the road. Provided, however, that Grantee expressly disclaims liability or the obligation to indemnify Grantor as to any activities or conditions of any nature outside the Easement Area.

This Easement is not intended to conflict with any other currently existing recorded easement for Grantor's Property. Nevertheless, Grantee shall hold harmless and indemnify Grantor for any claim arising that this Easement (or the use thereof) conflicts with any other currently existing recorded easement for Grantor's Property (as may exist as of the date of mutual execution of this Easement Agreement).



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4. **Obligations Run With the Land.** This Easement Agreement 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 Agreement.

5. **Governing Law; Venue.** This Easement Agreement 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 terms of this Easement Agreement shall be in Skagit County, State of Washington.

5. **Neutral Authorship.** Each of the provisions of this Easement Agreement have been reviewed and negotiated, and represents the combined work product of both parties hereto. No presumption or other rules of construction which would interpret the provisions of this Easement Agreement 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 Agreement. Skagit County does not represent Grantor. The parties represent that they have had a full and fair opportunity to seek legal advice with respect to the terms of this Easement Agreement and have either done so, or have voluntarily chosen not to do so. The parties represent and warrant that they have fully read this Easement Agreement, that they understand its meaning and effect, and that they enter into this Easement Agreement with full knowledge of its terms. The parties have entered into this Easement Agreement without duress or undue influence.

6. **Recording.** This Easement Agreement shall be recorded with the Skagit County auditor, and shall become effective immediately upon recording.

7. **Modifications, Waivers, and Severability.** The Easement Agreement may be changed, modified, amended or waived only by subsequent written agreement executed by the parties hereto. Waiver or breach of any term or condition of this Easement Agreement shall not be considered a waiver of any prior or subsequent breach. In the event any term or condition of this Easement Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Easement Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Easement Agreement are declared severable.

8. **Captions and Counterparts.** The captions of this Easement Agreement are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Easement Agreement. This Easement Agreement 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.

9. **Utilities.** Grantor shall have the right to place, use, have, and maintain private utilities (i.e., water lines, electrical lines, etc.) within the Easement Area; provided, that such private utilities (placed by Grantor) that are placed and maintained by Grantor do not interfere with the use and maintenance of the Easement Area by the Grantee or the public, or interfere



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with any franchise rights concerning the Easement Area. Any such private utilities placed by Grantor shall be placed, used, and maintained in accordance with applicable State and County laws, rules, regulations, and policies (if applicable, including, but not limited to, the terms of a separate Franchise Agreement to be negotiated and executed by and between the Grantor and Grantee).

10. **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:

DATED this 27 day of September, 2011

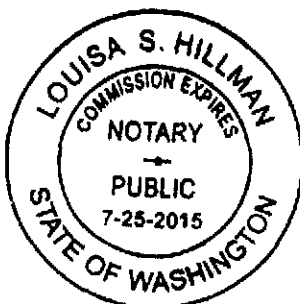
By: Joanne Williams Lennox
JOANNE WILLIAMS LENNOX

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

On this day personally appeared before me Joanne Williams Lennox to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, and that she is authorized to sign the foregoing instrument, for the uses and purposes therein mentioned.

DATED this 27th day of September, 2011.

(SEAL)



Louisa S. Hillman
Notary Public
print name: Louisa S. Hillman
Residing at: Concrete WA
My commission expires July 25, 2015

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Grantee:

DATED this 11th day of October, 2011.

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

Ron Wesen
Ron Wesen, Chairman

Kenneth A. Dahlstedt
Kenneth A. Dahlstedt, Commissioner

ABSENT

Sharon D. Dillon, Commissioner

Approved:

By: Henry Hash
Public Works Director

Approved as to Form:

By: [Signature] 10/5/11
Deputy Prosecuting Attorney

Attest:

Linda Hemmer
Clerk of the Board



STATE OF WASHINGTON

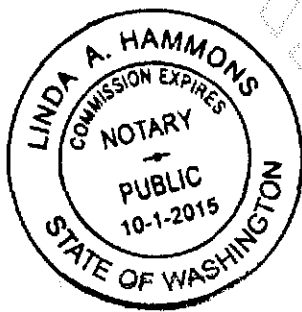
COUNTY OF SKAGIT

} ss.

I certify that I know or have satisfactory evidence that Ron Wesen, Kenneth A. Dahlstedt, and/or Sharon D. Dillon, is/are the person(s) who appeared before me, and said person(s) acknowledged that she/he/they signed this instrument, on oath stated that she/he/they was/were authorized execute the instrument and acknowledged it as Commissioner(s) of Skagit County, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

DATED this 11 day of October, 2011.

(SEAL)



Linda Hammons
Notary Public
print name: Linda Hammons
Residing at: Skagit County
My commission expires 10-1-2015



LISSE & ASSOCIATES, PLLC

320 Milwaukee St PO Box 1109 Mount Vernon WA 98273 (360) 419-7442 FAX (360) 419-0581

Exhibit "A"

**40-foot wide Lake Shannon Road right-of-way
in a portion of the Northeast 1/4 of the Northeast 1/4 of
Section 11, Township 35 North, Range 8 East, W.M. (P-43774)
and in a portion of the Southeast 1/4 of the Southeast 1/4 of
Section 2, Township 35 North, Range 8 East, W.M. (P-43342)**

A 40.0 foot wide right-of-way for road purposes over, under and across a portion of the Northeast 1/4 of the Northeast 1/4 of Section 11, Township 35 North, Range 8 East, W.M. and of the Southeast 1/4 of the Southeast 1/4 of Section 2, Township 35 North, Range 8 East, W.M., being more particularly described as follows:

Commencing at the Northeast corner of said Section 11, Township 35 North, Range 8 East, W.M., (Northeast Section Corner) as shown on those certain Record of Survey maps recorded under Auditor's File Numbers 200403030049 and 200601270093 records of Skagit County, Washington; thence North 89°07'11" West along the North line of said Northeast 1/4 for a distance of 1,394.96 feet, to the Northwest corner of the Northeast 1/4 of the Northeast 1/4 of said Section 11; thence South 1°07'54" East along the West line of said subdivision for a distance of 957.93 feet, to the as-built centerline of the existing Lake Shannon Road and being the TRUE POINT OF BEGINNING of said 40.0 foot wide right-of-way; thence continue South 1°07'54" East along said West line for a distance of 20.08 feet to a point that is 20.00 feet Southerly (as measured perpendicular to and parallel with) of the as-built centerline of said Lake Shannon Road; thence along a line 20.0 feet Southerly and Southeasterly (measured perpendicular to and parallel with said centerline) as follows: thence South 86°08'11" East for a distance of 34.71 feet; thence North 84°30'52" East for a distance of 57.07 feet; thence North 59°49'28" East for a distance of 67.21 feet; thence North 39°59'52" East for a distance of 40.46 feet; thence North 34°43'46" East for a distance of 225.50 feet; thence North 31°46'29" East for a distance of 41.33 feet; thence North 29°07'11" East for a distance of 47.73 feet; thence North 22°24'15" East for a distance of 50.27 feet; thence North 12°40'57" East for a distance of 24.28 feet; thence North 1°35'39" West for a distance of 135.89 feet, to a point of alignment that is a minimum of 6.5 feet from the bank of Everett Lake (the alignment is based upon an agreement between W. M. Lennox, JoAnne Williams Lennox and Skagit County, said alignment was agreed to in the field by the Lennox's on March 30, 2011); thence along said agreement line as follows:



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thence North 0°36'55" East for a distance of 56.08 feet;
 thence North 9°37'21" East for a distance of 49.57 feet;
 thence North 5°49'46" West for a distance of 129.11 feet;
 thence North 15°42'36" West for a distance of 79.11 feet;
 thence North 19°28'33" West for a distance of 85.94 feet;
 thence North 24°41'56" West for a distance of 113.69 feet;
 thence North 17°18'44" West for a distance of 21.82 feet;
 thence North 12°18'32" West for a distance of 60.28 feet;
 thence North 17°38'26" West for a distance of 49.78 feet;
 thence North 22°28'31" West for a distance of 293.73 feet;
 thence North 16°06'19" West for a distance of 29.92 feet;
 thence North 6°05'17" West for a distance of 71.02 feet;
 thence North 0°59'15" East for a distance of 38.29 feet;
 thence North 16°21'47" East for a distance of 36.46 feet;
 thence leaving said agreement line North 55°18'55" East for a distance of 29.08 feet, to a point that is 20.0 feet Southeasterly (as measured perpendicular to and parallel with the as-built centerline) of said Shannon Lake Road;
 thence along said line that is 20.0 feet Southeasterly of said as-built centerline of Shannon Lake Road as follows:
 thence North 27°08'35" East for a distance of 62.07 feet;
 thence North 00°15'13" East for a distance of 47.57 feet;
 thence North 23°34'54" West for a distance of 56.82 feet;
 thence North 31°13'18" West for a distance of 236.27 feet, to the West line of the Southeast 1/4 of the Southeast 1/4 of Section 2, Township 35 North, Range 8 East, W.M., as shown on said Record of Survey map filed under Auditor's File Number 200601270093;
 thence South 02°27'42" West a distance of 297.83 feet from the Northeast corner of said Southeast 1/4 of the Southeast 1/4 of Section 2, Township 35 North, Range 8 East, W.M.;
 thence South 02°27'42" West along said West line for a distance of 72.12 feet, to a point that is 20.0 feet Southwesterly (as measured perpendicular to and parallel with the as-built centerline) of said Shannon Lake Road;
 thence along said line that is 20.0 feet Westerly of said as-built centerline of Shannon Lake Road as follows:
 thence South 31°13'18" East for a distance of 173.59 feet;
 thence South 23°34'54" East for a distance of 45.71 feet;
 thence South 00°15'13" West for a distance of 29.56 feet;
 thence South 27°08'35" West for a distance of 42.47 feet;
 thence South 55°18'55" West for a distance of 33.19 feet to a point which is 40.0 feet Northwesterly (as measured perpendicular to and parallel with) of the previously described agreement line;
 thence along said line being 40.0 feet (as measured perpendicular to and parallel with) Northwesterly of said agreement line as follows:
 thence South 16°21'47" West for a distance of 56.01 feet;
 thence South 0°59'15" West for a distance of 46.16 feet;



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thence South 6°05'17" East for a distance of 76.99 feet;
thence South 16°06'19" East for a distance of 35.65 feet;
thence South 22°28'31" East for a distance of 294.26 feet;
thence South 17°38'26" East for a distance of 46.18 feet;
thence South 12°18'32" East for a distance of 60.17 feet;
thence South 17°18'44" East for a distance of 26.20 feet;
thence South 24°41'56" East for a distance of 114.45 feet;
thence South 19°28'33" East for a distance of 82.81 feet;
thence South 15°42'36" East for a distance of 74.34 feet;
thence South 5°49'46" East for a distance of 120.23 feet;
thence South 9°37'21" West for a distance of 47.30 feet;
thence South 0°36'55" West for a distance of 60.00 feet;
thence South 1°35'39" East for a distance of 131.66 feet;
thence South 12°40'57" West for a distance of 15.87 feet to a point that is
20.0 feet Northwesterly (as measured perpendicular to and parallel with the
as-built centerline) of said Shannon Lake Road;
thence along said line that is 20.0 feet Northwesterly of said as-built
centerline of Shannon Lake Road as follows:
thence South 22°24'15" West for a distance of 44.52 feet
thence South 29°07'11" West for a distance of 44.46 feet;
thence South 31°46'29" West for a distance of 39.38 feet;
thence South 34°43'46" West for a distance of 222.63 feet;
thence South 39°59'52" West for a distance of 31.63 feet;
thence South 59°49'28" West for a distance of 51.46 feet;
thence South 84°30'52" West for a distance of 45.05 feet;
thence North 86°08'11" West for a distance of 34.94 feet, to the West line of
said Northeast 1/4 of the Northeast 1/4 of Section 11, Township 35 North,
Range 8 East, W.M., at a point bearing North 1°07'54" West from the TRUE
POINT OF BEGINNING;
thence South 1°07'54" East along said West line for a distance of 20.08 feet,
to the TRUE POINT OF BEGINNING.

SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants,
liens, leases, court causes and other instruments of record.

Situate in the County of Skagit, State of Washington.



8-30-11



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SECTION CORNER
(CALCULATED SEE NOTE NO. 9)

594°07'11" 1944.76'

TOP BANK OF EVERETT LAKE
(APRIL 2011)

1/4 CORNER NE 1/4 NE 1/4
SECTION 11, T. 35 N. R. 8 E. 1/4

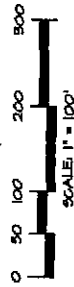
EVERETT LAKE

EASTERN LIMIT OF 40' RIGHT OF WAY
ESTABLISHED BY ALEX. HENOX AND
SUSAN HENOX, 1984, WHICH REPRESENTS A LINE THAT IS A MINIMUM
OF 6.5 FEET FROM THE TOP OF THE BANK

NE 1/4 OF
NE 1/4 SEC II

LINE TABLES

LINE	BEARING	DIST.	NEUT. BEARING	NEUT. DIST.
1	S 89° 07' 11" E	1944.76	S 89° 07' 11" E	1944.76
2	S 89° 07' 11" E	1944.76	S 89° 07' 11" E	1944.76
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69	S 89° 07' 11" E	1944.76	S 89° 07' 11" E	1944.76
70	S 89° 07' 11" E	1944.76	S 89° 07' 11" E	1944.76
71	S 89° 07' 11" E	1944.76	S 89° 07' 11" E	1944.76
72	S 89° 07' 11" E	1944.76	S 89° 07' 11" E	1944.76
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91	S 89° 07' 11" E	1944.76	S 89° 07' 11" E	1944.76
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93	S 89° 07' 11" E	1944.76	S 89° 07' 11" E	1944.76
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100	S 89° 07' 11" E	1944.76	S 89° 07' 11" E	1944.76



SHEET 2 OF 5

DATE 9/24/11

SURVEY IN A PORTION OF THE
SE 1/4 OF SEC. 2 AND THE NE 1/4 OF SEC. 11
TOWNSHIP 35 NORTH, RANGE 8 EAST, N.M.
SKAGIT COUNTY, WASHINGTON
FOR: SKAGIT COUNTY PUBLIC WORKS

PREPARED BY: LUGGER & ASSOCIATES, PLLC
SURVEYING & LAND-USE CONSULTANTS
1000 1/2 AVENUE, SUITE 100
BOZEMAN, MONTANA 59717
PHONE: (406) 592-1111
FAX: (406) 592-1112
WWW.LUGGER-ASSOCIATES.COM



8-70-11



201111020082
Skagit County Auditor

FOUND REBAR WITH ESM CAP
 (SEE NOTE NO. 2004050004)
 (SEE N OF CALCULATED LOCATION)

NM CORNER SE 1/4 SEC 1/4
 SECTION 2, T. 55 N. R. 6 E. M. 11

N44°25'27"W 1864.57'

EAST 1/4 COR.
 SECTION 2, T. 55 N. R. 6 E. M. 11
 (CALCULATED SEE NOTE NO. 9)

AS CONSTRUCTED CENTERLINE OF
 SHANNON LAKE ROAD

EVERETT LAKE

EASTERN LIMIT OF 40' RIGHT OF WAY
 ESTABLISHED BY JIM LENOX AND
 JIMMY LENOX IN 1924
 WHICH REPRESENTS THE MINIMUM
 OF 6.5 FEET FROM THE TOP OF THE BANK

TOP BANK OF EVERETT LAKE
 (APRIL 2010)

1.4' TO REBAR

1.4' TO REBAR



B-30-11

LINE TABLES

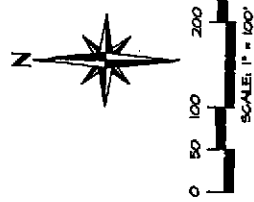
LINE	BEARING	DIST.
1	N 89° 07' 11" E	297.23'
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SE 1/4 OF
 SE 1/4 SEC 11

S84°07'11" E 1844.90'

SECTION CORNER
 (CALCULATED SEE NOTE NO. 9)



DATE: 5/24/11

SHEET 5 OF 5

SURVEY IN A PORTION OF THE
 SE 1/4 OF SEC. 2 AND THE NE 1/4 OF SEC. 11
 TOWNSHIP 55 NORTH, RANGE 6 EAST, M.M.
 SKAGIT COUNTY, WASHINGTON
 FOR: SKAGIT COUNTY PUBLIC WORKS

FB 516 PBI 22 LIESER & ASSOCIATES, PLLC SCALE: 1" = 100'
 11000 11000 11000 11000 11000 11000 11000 11000 11000 11000
 MERIDIAN ST. PLANE NORTH UTM ZONE 18Q UTM 18Q 500000 500000
 100-000000 100-000000 100-000000 100-000000 100-000000 100-000000 100-000000 100-000000 100-000000 100-000000

201111020082
 Skagit County Auditor

Exhibit "B"

Legal Description for Grantor's Property (P43342)

The Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 2, Township 35 North, Range 8 East, W.M.;
EXCEPT that portion thereof conveyed to Skagit County for road purposes by deed recorded
as Auditor's File No. 193867, records of Skagit County, Washington.

Subject to: (i) All easements, encroachments, liens or encumbrances affecting the Property;
and (ii) Grantee, for itself and its successors and assigns shall not, for any reason, contest or
otherwise attempt to prevent, directly or indirectly, quarrying or mining operations by LONE
STAR NORTHWEST, INC., a Washington corporation, or its successors and assigns.

Situate in Skagit County, State of Washington.



201111020082
Skagit County Auditor