



201408190044

Skagit County Auditor

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1:57PM

RETURN TO:

Furlong Butler Attorneys
825 Cleveland Avenue
Mount Vernon, Washington 98273

Document Title: Temporary Construction Agreement for Ingress and Egress

Reference number of documents assigned or released: N/A

Grantor: Lovric's Landing, LLC

Grantee: City of Anacortes

Abbreviated Legal Description:

A portion of Track 2, Section 23, Township 35 North, Range 1 East, WM

Situate in the County of Skagit, State of Washington

Assessor's Parcel/Tax I.D. Number: P31702, P31739 and P58467

**TEMPORARY CONSTRUCTION AGREEMENT
FOR
INGRESS AND EGRESS**

City of Anacortes
P.O. Box 547
Anacortes, Washington 98221

PROJECT: Guemes Channel Trail
PROJECT LOCATION: waterfront on Oakes Ave.
OWNER: Lovric Landing LLC
OWNER ADDRESS: 3022 Oakes Ave.
PARCEL NUMBER(s): P31702, P31739, P58446,
P58467

By this agreement made this 30th day of July, 2014,
FLORENCE LOVRIC, a PRESIDENT-LLLC (hereinafter
referred to as "Owner"), hereby grants permission to the City of Anacortes and its contractors,
employees and assigns (hereinafter referred to as "City"), the right and privilege to enter upon the
land for the purpose of performing improvements for the above-listed project.

Also for and in consideration of the sum of \$46,009.43 dollars in hand paid, the Owner also hereby
grants City the right to construct a temporary roadway and use the same for ingress and egress for
laborers, materials and equipment to the Guemes Channel Trail project and to move obstructions
interfering with the ingress and egress as is necessary to be performed in connection with subject
project. The land to which this temporary construction agreement for ingress and egress applies
is legally described in Exhibit "A" and depicted in the map attached as Exhibit "B," and hereby
incorporated by reference. The terms of this agreement shall be binding on Owner's successors
and assigns and shall be a covenant running with the land until the City has completed the above
listed project, which shall not exceed two (2) years commencing on the date hereof.

The Owner and City, by granting and accepting this temporary construction for ingress and egress
construction agreement respectively, mutually covenant and agree as follows:

1. The City and/or its authorized agents or subcontractors will make reasonable efforts to
minimize disruption and inconvenience to said property and uses made thereof.
2. This temporary construction agreement for ingress and egress shall expire and become null
and void at such time as the City has completed the Guemes Channel Trail project in the vicinity
and all work associated therewith, which time period will not exceed two (2) years from the date
hereof.
3. The City shall protect and save harmless the Owner from and against any and all claims,
damage to or loss or destruction of property suffered by the Owner, his/her/their successors and
assigns caused by said Guemes Channel Trail project, however, the City shall not be so obligated
for any damage, loss or destruction caused by the fault of the Owner, his/her successors and
assigns, tenants, licensees and invitees.

R:\Active Projects\WPW_2013\WPW-13-016-TRN Guemes Channel Trail Segment VII\Permits & Easements\WLOVRIC TEMP
CONST AGT 071614.docx



4. The City shall, upon completion of construction of said project described above, remove all debris and restore the surface of the property as nearly as possible to the condition immediately prior to the City's entry thereon excepting the modifications or improvements made as part of the Guemes Channel Trail project.

5. The City may record this agreement at its own expense.

6. The Owner shall, within thirty (30) days of the Effective Date as established by paragraph 8 below, remove from the easement area any and all personal property, vehicles, equipment, debris and/or refuse and shall keep the easement area free therefrom throughout the duration of this agreement.

7. This agreement shall be construed and enforced pursuant to Washington law. Venue for any suit is Skagit County Superior Court. The prevailing party in any suit shall be entitled to an award its costs and attorney fees incurred at trial or on appeal.

8. This agreement shall take effect upon execution by the parties and approval by the Anacortes City Council, whichever comes last (the "Effective Date").

[Balance of page intentionally blank, signatures on following pages]

Temporary Construction Agreement
GRANTOR/OWNER: Lovric Landing, LLC
GRANTEE: City of Anacortes

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Granted by:
OWNER:

Florence Lovric

FLORENCE LOVRIC
Printed Name

Its: PRESIDENT

Date: July 30, 2014

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

20143016
AUG 19 2014

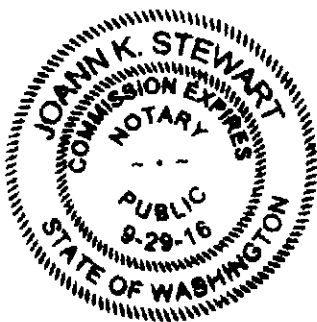
Amount Paid \$ 823.97
Skagit Co. Treasurer
By MB Deputy

STATE OF WASHINGTON }

COUNTY OF SKAGIT }

On this 30th day of July 2014 before me, the undersigned, a Notary Public in and for the state of Washington, duly commissioned and sworn, personally appeared Florence Lovric to me known to be a President of Lovric Landing LLC, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument,

Witness my hand and official seal hereto affixed the say and year first above written.



Joann K. Stewart

Notary in and for the state of Washington

Residing at Anacortes, WA Skagit County

My Appointment expires: 9-29-16

Printed Name: Joann K. Stewart

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GRANTOR/OWNER: Lovric Landing, LLC
GRANTEE: City of Anacortes

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Accepted on behalf of the
City of Mount Vernon:

Laurie Gere
Laurie Gere, Mayor

Date: 8-6-14

ATTEST:

Steve Hoglund
Steve Hoglund, Finance Director

APPROVED AS TO FORM:

Bradford E. Furlong
Bradford E. Furlong, WSBA #12924
City Attorney

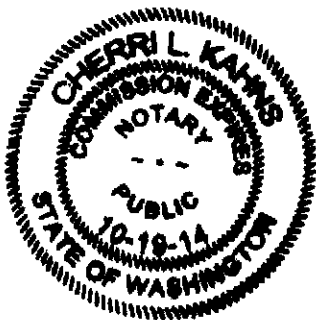
STATE OF WASHINGTON }

COUNTY OF SKAGIT }

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On this 6th day of August 2014 before me, the undersigned, a Notary Public in and for the state of Washington, duly commissioned and sworn, personally appeared Laurie Gere, to me known to be the Mayor of the City of Anacortes, the municipal corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument,

Witness my hand and official seal hereto affixed the say and year first above written.



Cherri L. Kahns

Notary in and for the state of Washington

Residing at Mount Vernon

My Appointment expires: 10-19-14

Printed Name Cherri L. Kahns

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GRANTEE: City of Anacortes

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EXHIBIT A

THE CITY OF ANACORTES, GUEMES CHANNEL TRAIL CONSTRUCTION
EASEMENT OVER LOVRIC PROPERTY PARCEL NUMBERS P31702, P31739,
P58466 AND P58467.

That portion of the Burlington Northern Railroad right of way designated as Northern Pacific Railroad on the Plat map of Northern Pacific Addition to Anacortes as per Plat filed in volume 2 of Plats at page 9, records of Skagit County, and that portion of Track 2, Section 23, Township 35 North, Range 1 East, WM of Plate No. 7, Anacortes Tide Lands, according to the Plat thereof on file in the office of the Board of State Land Commissioners at Olympia, Washington, being more particularly described as follows:

Commencing at the Southeast corner of Block 901 of said Plat of Northern Pacific Addition to Anacortes; thence North $21^{\circ}36'44''$ West along the Easterly line of Said Block 901 a distance of 185.00 feet to the TRUE POINT OF BEGINNING; thence North $21^{\circ}36'44''$ West, a distance of 68.05 feet; thence North $73^{\circ}40'00''$ East, a distance of 98.74 feet; thence North $67^{\circ}41'20''$ East, a distance of 270.04 feet; thence North $73^{\circ}40'00''$ East, a distance of 250.00 feet; thence East, a distance of 100.00 feet; thence North, a distance of 52.23 feet; thence North $71^{\circ}34'42''$ East, a distance of 40.02 feet; thence South $23^{\circ}54'27''$ East, a distance of 37.58 feet; thence North $72^{\circ}45'03''$ East, a distance of 128.31 feet; thence South $19^{\circ}23'05''$ East, a distance of 23.17 feet to the intersection with a curve having a radius point bearing North $14^{\circ}48'15''$ West, a radial distance of 1878.10 feet; thence Easterly along the arc of said curve to the left through a central angle of $9^{\circ}12'55''$, an arc distance of 302.07 feet; thence South $27^{\circ}15'32''$ East, a distance of 167.06 feet to the Northwest corner of said Block 501; thence South $65^{\circ}01'13''$ West a distance of 170.24 feet to the Southeast corner of Block 601 of said Plat; thence North $21^{\circ}36'44''$ West along the Easterly line of said Block 601, a distance of 93.00 feet to the Northeast corner of said Block 601; thence South $71^{\circ}37'52''$ West, a distance of 210.34 feet to the Northwest corner of said Block 601; thence South $73^{\circ}27'34''$ West, a distance of 80.31 feet to the Northeast corner of Block 701 of said Plat; thence South $73^{\circ}43'15''$ West, a distance of 301.25 feet to the Northwest corner of said Block 701; thence South $74^{\circ}05'54''$ West, a distance of 80.40 feet to the Northeast corner of Block 801 of said Plat; thence North $21^{\circ}36'44''$ West a distance of 45.38 feet; thence South $68^{\circ}05'05''$ West, a distance of 299.96 feet; thence South $21^{\circ}36'44''$ East, a distance of 13.80 feet to the Northwest corner of said Block 801; thence South $73^{\circ}23'18''$ West, a distance of 80.31 feet to the Northeast corner of said Block 901 being the TRUE POINT OF BEGINNING.

TOGETHER WITH Block 601, NORTHERN PACIFIC ADDITION TO ANACORTES, according to the plat thereof recorded in Volume 2 of Plats, page 9, records of Skagit County, Washington.



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