



Skagit County Auditor
12/29/2015 Page 1 of 9 3:05PM \$81.00

After recording return document to:

Skagit County Public Works
Attn: Shane Oden, P.E., Engineering Division
1800 Continental Place
Mount Vernon, WA 98273-5625

PLEASE MAKE NO MARK IN THE MARGIN SPACE - RESERVED FOR COUNTY AUDITOR'S USE

Document Title: Permanent Slope Easement
Reference Number of Related Documents: N/A
Grantor(s): The Upper Skagit Indian Tribe
Grantee(s): Skagit County
Property Legal Description (abbreviated): Ptn Lot 10, Pulley Ridge BSP
Additional Legal Description: See Exhibits A, B, C
Assessor's Tax Parcel Number: 8060-000-010-0100, P123310

**SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX**

DEC 29 2015

Amount Paid \$
Skagit Co. Treasurer
By *mlm* Deputy

PERMANENT SLOPE EASEMENT

Bow Hill Road Reconstruction Project

The undersigned, the **Upper Skagit Indian Tribe**, a Federally recognized Indian Tribe ("Grantor" herein), for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, hereby conveys and warrants to **Skagit County**, a Political Subdivision of the State of Washington, ("Grantee" herein), and Grantee's successors, a perpetual, non-exclusive Permanent Slope Easement for road slope construction (including road slope stabilization structures and road slope retaining infrastructure), operation, maintenance and preservation, road slope drainage, mowing, vegetation management, and other potential infrastructure ("Easement") as provided herein. Grantor and Grantee may be individually referred to herein as a "party", and may be collectively referred to herein as the "parties." The terms of this Easement are further provided as follows:

1. Nature and Location of Easement. The Easement granted by Grantor herein shall be a permanent easement for the benefit of Grantee over, upon, across, through, and under portions of Grantor's Property, such Easement area as legally described on **Exhibit "A"**, and as further described and depicted on **Exhibit "B"**, attached hereto and incorporated herein by this reference, for the purposes of installing, laying, constructing, maintaining (including, but not limited to, mowing and vegetation management), inspecting, repairing, removing, replacing, renewing, using and operating road slope stabilization structures and road slope retaining infrastructure (including, but not necessarily limited to, soil nails and/or other structures), road slopes, related drainage structures, and/or other necessary related infrastructure (herein "facilities") including the right of ingress and egress with all necessary vehicles and equipment for said purposes, and for any and all other purposes reasonably related thereto, provided, that the Grantor specifically recognizes and agrees that Grantee is in no way obligated whatsoever to make, construct, operate, maintain, or repair any specific facilities at (or within the vicinity of) Grantor's

NO consideration Kw

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Property pursuant to the terms of this Easement. While the Grantee is not required to conduct any such maintenance, repair, or replacement of any specific facilities pursuant to the terms of this Easement, in the event that the Grantee does choose to do so, any such work shall be performed at the risk of the Grantee. A legal description for the Grantor's Property is attached hereto as **Exhibit "C"**, and is hereby incorporated by reference.

2. Construction Activity within Easement. Without notice and at all times as may be necessary, the Grantee shall have the right to (but shall not be required to) enter upon the Grantor's Property, within the Easement area (as described and depicted in Exhibit "A" & Exhibit "B"), to install, lay, construct, maintain, inspect, repair, remove, replace, renew, use and operate the facilities (specifically including, but not limited to, any road slopes that may extend onto Grantor's Property within the Easement area).

3. Encroachment/Construction Activity. Grantor shall not undertake, authorize, permit or consent to any construction or excavation including, without limitation, digging, tunneling, or other forms of construction activity at, on or near the Easement area which might in any fashion unearth, undermine, or damage the facilities or endanger the lateral, subjacent, and/or other support of the facilities (specifically including, but not limited to, road slopes). Grantor further agrees that no structure or obstruction including, without limitation, fences and foundations or rockeries shall be erected over, upon, under, or within the Easement area, and no trees, bushes or other shrubbery shall be planted or maintained within the Easement area, without written consent of Grantee, provided Grantor shall otherwise have full use of the surface of the real property within the Easement area, so long as such use does not interfere with the Grantee's maintenance and use of the Easement area or the facilities (specifically including, but not limited to, road slopes).

4. Binding Effect/ Warranty of Title. The Easement and the covenants, terms, and conditions contained herein are perpetual in duration, and shall run with the Grantor's Property and shall be binding upon Grantee and Grantor and their respective successors, heirs, and assigns. Grantor warrants that Grantor has good title to the Grantor's Property and warrants the Grantee title to and quiet enjoyment of the Easement area. The covenants and agreements of this Easement shall be binding upon the successors and assigns of the parties hereto.

5. Governing Law; Venue. This Easement 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 shall be in Skagit County, State of Washington. The Grantor hereby grants a limited waiver of its sovereign immunity and consents to legal action by the Grantee seeking to enforce rights authorized by this Easement, whether brought in the courts of the State of Washington or in federal courts. The Grantor hereby consents to the jurisdiction of the State of Washington, but retains the right to remove appropriate cases to federal court as may be allowed by applicable law. This waiver does not extend to, nor create rights in, persons who are not parties to this Easement agreement, and is limited to actions arising directly out of or related to this Easement agreement, and to ensure compliance with this Easement agreement, and does not authorize punitive damages against either party. Upon execution of this Easement, and if requested by the Grantee, the Grantor will provide Grantee with resolution(s) from the governing body (or bodies) of the Grantor ratifying this Easement agreement and this waiver of sovereign immunity.

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PERMANENT SLOPE EASEMENT

6. Recording. Upon mutual execution, this Easement shall be recorded with the Skagit County Auditor, and shall become effective immediately upon recording.

GRANTOR:

Upper Skagit Indian Tribe, a Federally recognized Indian Tribe.

By: 

Print name: Jennifer R. WASHINGTON

Its: Chairwoman

Date Dec. 8 2015

PERMANENT SLOPE EASEMENT

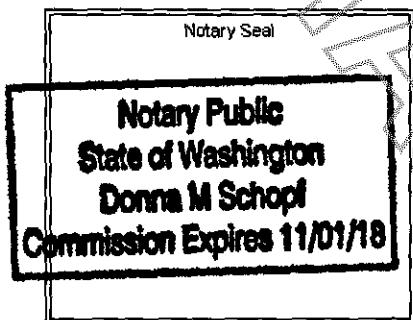
STATE OF WASHINGTON

COUNTY OF SKAGIT

} ss.

I certify that I know or have satisfactory evidence that Jennifer R. Washington is the person who appeared before me, and said person acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the Chairwoman of the UPPER SKAGIT INDIAN TRIBE, a Federally recognized Indian tribe, to be their free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 8 day of December, 2015.



Donna M Schopf
 Notary Public

Donna M Schopf
 Printed Name

Residing at Skagit Comty

My appointment expires 11-1-2018

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PERMANENT SLOPE EASEMENT

DATED this 14 day of December, 2015.

**BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON**

Kenneth A. Dahlstedt
Kenneth A. Dahlstedt, Chair

Lisa Janicki
Lisa Janicki, Commissioner

Ron Wesen
Ron Wesen, Commissioner

Attest:

Amber Enps
Clerk of the Board

Authorization per Resolution # R20050224:

Recommended:

[Signature]

County Administrator

Department Head

Approved as to form:

[Signature] 12/14/15
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

[Signature]
Risk Manager

Approved as to budget:

Lrista Yagne
Budget & Finance Director

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PERMANENT SLOPE EASEMENT**EXHIBIT "A"****LEGAL DESCRIPTION FOR PERMANENT SLOPE EASEMENT**

A 10 foot strip of land lying in Section 6, Township 35 North, Range 4 East W.M., County of Skagit, State of Washington.

The Slope Easement acquisition being all of the above described property lying within the boundaries of Slope Easement hereinafter described with reference to the centerline of the Bow Hill Road, which centerline is described as follows:

COMMENCING at a concrete monument with a brass cap at the Northwest corner of Section 6, Township 35 North, Range 4 East, of the Willamette Meridian; **thence** S86°28'57"E along the North line of said Section 6, a distance of 2,707.82 feet to an axle 1.4' above ground at the Northeast corner of the Northwest quarter of said Section 6; **thence** back said N86°28'57"W a distance 306.69 feet; **thence** S03°31'03"W a distance of 754.39 feet to a **POINT ON THE CENTERLINE OF BOW HILL ROAD** at Station 78+00.00; **thence** S71°30'27"E along said centerline 260.05 feet to Station 80+60.05 the point of curvature (PC) of a curve to the left, the radius a distance of 1,145.65 feet; **thence** along said curve to the left, through central angle 46°33'16", a distance of 930.87 feet to Station 89+90.92 and the point of tangency (PT) of said curve; **thence** N61°56'18"E along said centerline, a distance of 57.02 feet to Station 90+47.94 the point of curvature (PC) of a curve to the right, the radius a distance of 3,798.56 feet; **thence** along said curve to the right, through central angle 02°15'44", a distance of 149.98 feet to Station 91+97.92 and the point of tangency (PT) of said curve; **thence** N64°12'02"E along said centerline, a distance of 205.82 feet to Station 94+03.74 the point of curvature (PC) of a to the left, the radius a distance of 954.59 feet; **thence** along said curve to the left, through central angle 05°32'30", a distance of 92.33 feet to Station 94+96.07 and the point of tangency (PT) of said curve; **thence** N58°39'32"E along said centerline, a distance of 543.80 feet to Station 100+39.87 the point of curvature (PC) of a curve to the right, the radius a distance of 1,432.78 feet; **thence** along said curve to the right, through central angle 06°34'30", a distance of 164.42 feet to Station 102+04.29 and the point of tangency (PT) of said curve; **thence** N65°14'02"E along said centerline, a distance of 382.30 feet to Station 105+86.59 the point of curvature (PC) of a curve to the right, the radius distance of 286.56 feet; **thence** along said curve to the right, through central angle 40°46'28", a distance of 203.93 feet to Station 107+90.52 and the point of tangency (PT) of said curve; **thence** S73°59'28"E along said centerline, a distance of 244.20 feet to Station 110+34.72 the point of curvature (PC) of a curve to the right, the radius distance of 5730.52 feet; **thence** along said curve to the right, through central angle 02°46'30", a distance of 277.55 feet to Station 113+12.27 and the point of tangency (PT) of said curve; **thence** S71°12'58"E along said centerline, a distance of 181.93 feet to Station 114+94.20 the terminus of said centerline description; **thence** N83°54'12"W, a distance of 318.31 feet to a 1 inch iron rod at the Northeast corner of the Northeast Quarter of said Section 6.

Slope Easement widths measured in feet, from the above-described centerline either radial to, or perpendicular from, are as follows:

A 10 foot strip of land, parallel with and adjoining to the Southerly edge of the Bow Hill Road Right-of-Way, starting at the Westerly property line at Station 95+92.81 with an offset of 40 feet right and

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Station 95+99.87 with an offset of 30 feet right; **thence** going Easterly along the said centerline; **thence** terminating at the Northerly property line of Parcel Number P123310 at Station 103+67.61 with an offset of 30 feet right and Station 103+86.48 with an offset of 40 feet right.

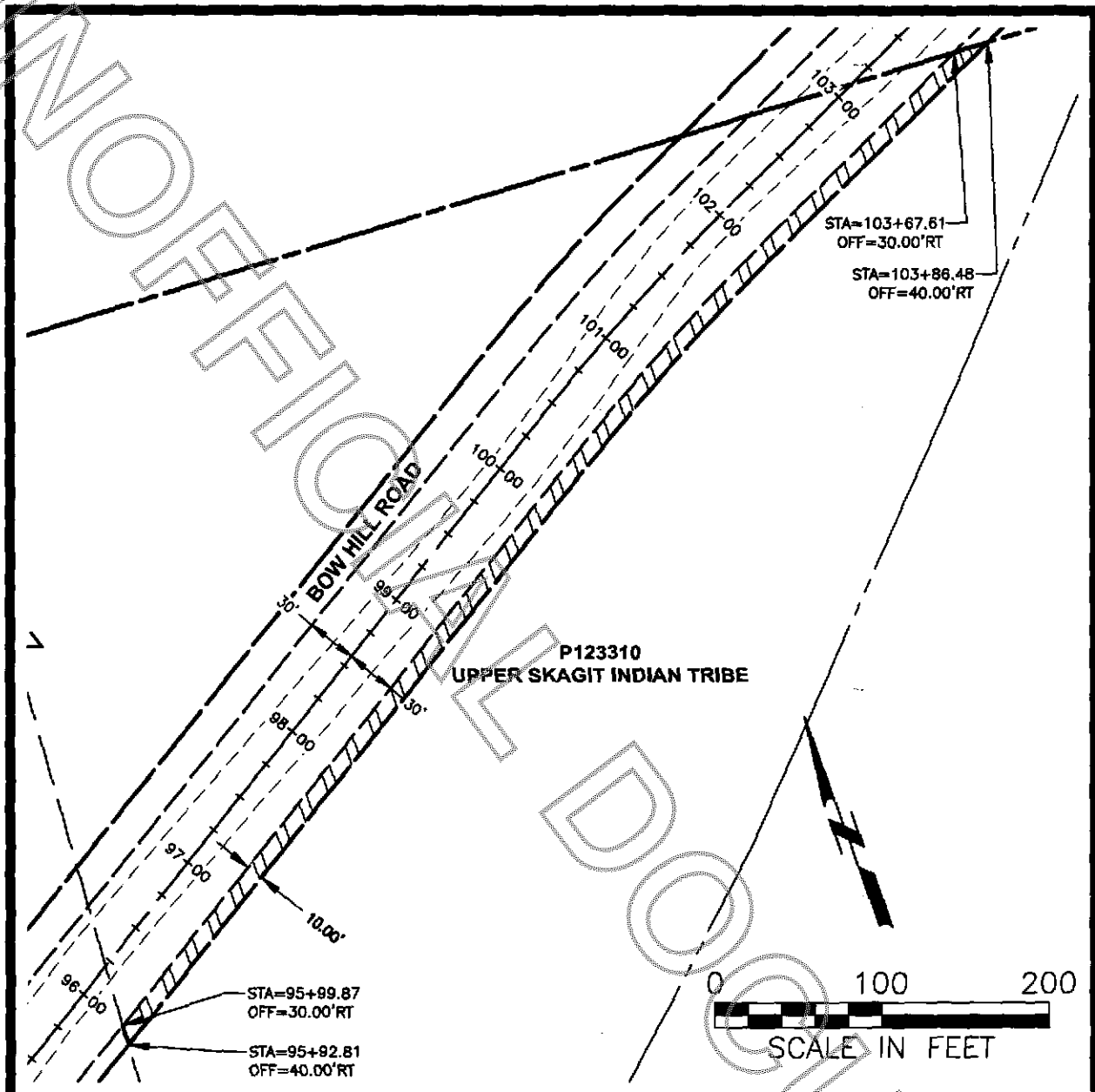
EXCEPT that portion lying within the existing County Road Right-of-Way.

Containing 0.18 acres.

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

A 20 foot strip of land lying in Section 31, Township 36 North, Range 4 East W.M., County of Skagit, State of Washington.

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LEGEND



SLOPE
EASEMENT



SECTION LINE
SIXTEENTH SECTION LINE
PROPERTY LINE
RIGHT-OF-WAY CENTERLINE
RIGHT-OF-WAY LINE
EXISTING EDGE OF PAVEMENT
SLOPE EASEMENT

OWNER INFO

UPPER SKAGIT INDIAN TRIBE
25944 COMMUNITY PLAZA WAY
SEDRO WOOLLEY, WA 98284

SITE LOCATION

BOW HILL ROAD
BOW, WA
SECTION: 6
TOWNSHIP: 35
RANGE: 4

PARCEL AREA

TOTAL PARCEL AREA:
4.41* ACRES

SLOPE EASEMENT:
0.18 ACRE (7,767 S.F.)

PARCELS WITH AN ASTRISK (*) ARE APPROXIMATE ACRES. THE ASSESSOR'S RECORDS DID NOT HAVE AN ACREAGE AMOUNT.

BOW HILL ROAD

SLOPE EASEMENT



**SKAGIT COUNTY
PUBLIC WORKS**

1800 CONTINENTAL PLACE
MOUNT VERNON, WA 98273-5625
(360) 336-9400 FAX (360) 336 9478

PROJECT NO: ES21200-6
EXHIBIT B

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PERMANENT SLOPE EASEMENT

EXHIBIT "C"

GRANTOR'S ENTIRE PROPERTY LEGAL DESCRIPTION

A portion of Lot 10 of "Pulley Ridge Binding Site Plan", approved August 9, 2005 and recorded August 12, 2005, under Auditor's File No. 200508120104, records of Skagit County, Washington. Said portion lying within Government Lot 1, Section 6, Township 35 North, Range 4 East, W.M.

Situate in the County of Skagit, State of Washington.