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Skagit County Auditor \$83.00
5/4/2016 Page 1 of 11 3:56PM

Skagit County
Public Works Department
Attn: Jeff McGowan
1800 Continental Place
Mount Vernon, Washington 98273

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

MAY 04 2016

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

DOCUMENT TITLE: TEMPORARY CONSTRUCTION EASEMENT

REFERENCE NUMBER OF RELATED DOCUMENT: Not Applicable

GRANTOR(S): Reorganized Church of Jesus Christ of Latter Day Saints, an Iowa non-profit corporation.

GRANTEE(S): Skagit County, a political subdivision of the State of Washington.

ASSESSOR'S TAX / PARCEL NUMBER(S): P47437 (XrefID: 360236-0-002-0002), P47474 (360236-2-001-0009)
P46952 (360225-0-002-0005), and P47436 (360236-0-001-0003).

ABBREVIATED LEGAL DESCRIPTIONS: Lot 2 Surveyed Under AF#200510100146 and Lot 1, Section 25, Township 36
North, Range 2 East W.M. (Complete LEGAL DESCRIPTION provided at Exhibit "D").

TEMPORARY CONSTRUCTION EASEMENT

The undersigned **Reorganized Church of Jesus Christ of Latter Day Saints**, an Iowa non-profit corporation (referred to herein as "Grantor") and **Skagit County**, a political subdivision of the State of Washington (referred to herein as "Grantee"), for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, hereby grants a temporary, non-exclusive construction easement and appurtenances thereto ("Temporary 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 Temporary Easement are further provided as follows:

1. Nature and Location of Easement. The Temporary Easement hereby granted by Grantor herein shall be a temporary construction easement for the benefit of Grantee, Grantee's agents, employees, and contractors over, upon, across, through, a portion of real property located within and upon Grantor's Property, such Temporary Easement 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 purpose of providing a temporary construction easement (and any related appurtenances thereto), including the right of ingress and egress with all necessary equipment for installation of a Project, including the construction, excavation, placement, boring, and/or drilling of approximately ten (10) test pits and three (3) boring sites (to facilitate a geological and geotechnical reconnaissance study), completion of wetland delineations, drainage data collection, and field explorations as further described in Exhibit "C", within said Temporary Easement area, and for any and all other purposes reasonably related thereto. The legal description for the Grantor's Property is attached hereto as Exhibit "D", and is hereby incorporated by reference (the Temporary Easement area includes the entirety of Grantor's Property). The Temporary Easement shall be for the purpose of a Project (described in Exhibit "C").

2. Use of Easement. The Grantee, Grantee's employees, agents, consultants, and contractors, shall have the right, without notice, and at all times, to enter upon the Grantor's Property within the Temporary Easement area (as described and depicted in Exhibit "A" and "B") for purposes of using the Temporary Easement for the

Project (as described in *Exhibit "C"* attached hereto and incorporated by reference). This includes any areas needed for staging (stockpile of materials to be used in Project). Grantor shall not have the right to exclude Grantee, Grantee's employees, agents, consultants and/or contractors from the Temporary Easement. Grantor shall not place, construct, or cause to be placed or constructed or maintained any building, structure, obstruction, and/or improvements within or upon the Temporary Easement area (or otherwise alter, interfere with, or disturb the Project) while the Temporary Easement is in effect, without approval of the Grantee; provided that the parties agree that routine, usual, and normal agricultural activities may occur within the Temporary Easement area (such as plowing, planting or harvesting), and shall not be precluded by this Temporary Easement so long as such agricultural activities do not occur in or around the immediate area of the well or test pit sites, and so long as such agricultural activities do not unreasonably interfere with the Project.

2.1 Grantor recognizes and agrees that the Project may result in drainage impacts to Grantor's Property (including, but not necessarily limited to, changes in the flow of water at Grantor's Property). Grantor specifically recognizes and agrees that the Grantee is not responsible or liable for any drainage impacts resulting from the Project and/or this Temporary Easement to the extent that Grantee's actions (and the actions of Grantee's employees, agents, consultants and/or contractors) are in compliance with the terms of this Temporary Easement. Grantor releases and holds harmless Grantee from any drainage impacts or damage to Grantor's Property resulting from and/or related to the Project or this Temporary Easement to the extent that Grantee's actions (and the actions of Grantee's employees, agents, consultants and/or contractors) are in compliance with the terms of this Temporary Easement. The Grantor specifically recognizes and agrees that Grantee is in no way obligated in the future to make, construct, operate, maintain, or repair the Project or any specific drainage facilities at (or within the vicinity of) Grantor's Property pursuant to the terms of this Temporary Easement to the extent that Grantee's actions (and the actions of Grantee's employees, agents, consultants and/or contractors) are in compliance with the terms of this Temporary Easement. The terms of this Section 2.1 shall survive the termination or expiration of this Temporary Easement (and shall be perpetual in nature).

2.2 Grantee otherwise agrees to be responsible for all damage arising from negligent acts of its employees, agents, or representatives on Grantor's Property in exercise of Grantee's rights herein granted by this Temporary Easement. Grantee shall require Grantee's contractor(s) performing Project work within the Temporary Easement area to provide proof of primary insurance coverage for general commercial liability in the minimum amount of One Million Dollars (\$1,000,000). Grantee shall comply with applicable industrial insurance requirements pursuant to RCW Title 51, and Grantee shall require that Grantee's consultant(s) and contractor(s) shall comply with applicable industrial insurance requirements pursuant to RCW Title 51. Grantor shall not be responsible or liable for the activities of Grantee (and/or Grantee's employees, agents and representatives) within the area of the Temporary Easement. Grantee assumes no liability for any alleged damage resulting subsequent to the termination of this Temporary Easement, or from any source other than as expressly set forth herein. Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, consultants, contractors, and/or employees to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other party harmless from any such liability. It is further provided that no liability shall attach to either party by reason of entering into this Temporary Easement agreement except as expressly provided herein.

3. Termination of Temporary Easement. This Temporary Easement shall expire and terminate at such time as the Grantee has completed the Project or activity necessitating the use of the Temporary Easement as described hereinabove (as determined by Grantee). This Temporary Easement shall otherwise expire by its own terms and terminate on December 31, 2017, whichever is sooner.

4. Governing Law; Venue. This Temporary 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 term of this Temporary Easement shall be in Skagit County, State of Washington.

5. **Compliance with Laws; Permits.** Grantee and Grantee's employees, agents, consultants and/or contractors, shall comply with all applicable federal, state, and local laws, rules, and regulations in carrying out the terms and conditions of this Agreement. As necessary, Grantee (at Grantee's own expense and liability) shall obtain and comply with all necessary permits and approvals from all applicable jurisdictions prior to the commencement of any work on the Project within the Temporary Easement area.

6. **Entire Agreement.** This Temporary Easement 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. Waiver or breach of any term or condition of this Temporary Easement shall not be considered a waiver of any prior or subsequent breach.

GRANTOR:

DATED this 4th day of April, 2016.

Reorganized Church of Jesus Christ of Latter Day Saints, an Iowa non-profit corporation.

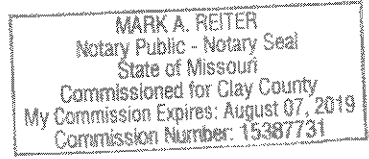
By: [Signature]
Print Name: Stassi D. Cramm
Its: President

STATE OF MISSOURI }
COUNTY OF JACKSON } ss.

I certify that I know or have satisfactory evidence that Stassi D. Cramm as the President of the **Reorganized Church of Jesus Christ of Latter Day Saints**, an Iowa non-profit corporation, is the person who appeared before me, and said persons acknowledged that he/she signed this instrument, on oath stated that he/she was duly authorized to execute the forgoing instrument as his/her free and voluntary act for the uses and purposes herein mentioned.

DATED this 4th day of April, 2016.
(SEAL)

[Signature]
Notary Public
Print name: Mark A. Reiter
Residing in: Clay County, Missouri
My commission expires: Aug 7, 2019



DATED this 3rd day of May, 2016.

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

Lisa Janicki, Chair

Ron Wesen, Commissioner

Kenneth A. Dahlstedt, Commissioner

Attest:

Clerk of the Board

Authorization per Resolution R20050224:



County Administrator

Recommended:



Department Head

Approved as to form:




Civil Deputy Prosecuting Attorney

Approved as to indemnification:



Risk Manager

Approved as to budget:



Budget & Finance Director

EXHIBIT "A"
P47437, P47474, P46952 & P47436
LEGAL DESCRIPTION OF TEMPORARY CONSTRUCTION EASEMENT AREA

THE TEMPORARY CONSTRUCTION EASEMENT BEGINS AT THE NORTHWESTERN CORNER OF SKAGIT COUNTY TAX PARCEL P46952, MORE PARTICULARLY DESCRIBED IN EXHIBIT "D"; THENCE SOUTHERLY ALONG THE WESTERN PROPERTY LINE TO THE SOUTHWESTERN CORNER OF SKAGIT COUNTY TAX PARCEL P46952; THENCE CONTINUING ALONG THE WESTERN PROPERTY LINE OF SKAGIT COUNTY TAX PARCEL P47474 MORE PARTICULARLY DESCRIBED IN EXHIBIT "D"; THENCE SOUTHEASTERLY ALONG THE BOTTOM OF THE BLUFF TO A POINT ADJACENT WITH THE EASTERN PROPERTY LINE OF SKAGIT COUNTY TAX PARCEL P47436, MORE PARTICULARLY DESCRIBED IN EXHIBIT "D", AND THE COUNTY RIGHT OF WAY; THENCE NORTHERLY ALONG THE EASTERN PROPERTY LINE TO THE POINT ADJACENT WITH THE TIDE FLATS; THENCE ALONG THE TIDE FLATS TO THE NORTHEASTERN CORNER OF SKAGIT COUNTY TAX PARCEL P47437, MORE PARTICULARLY DESCRIBED IN EXHIBIT "D"; THENCE WESTERLY ALONG THE NORTHERN PROPERTY LINE AND CONTINUING ±188 FEET ALONG THE NORTHERN PROPERTY LINE OF SKAGIT COUNTY TAX PARCEL P47474; THENCE NORTHEASTERLY TO THE EASTERN PROPERTY LINE OF SKAGIT COUNTY TAX PARCEL P46952 TO THE NORTHERN PROPERTY LINE OF SAID PARCEL; THENCE WESTERLY ALONG THE NORTHERN PROPERTY LINE, EXCLUDING THE COMMUNITY GARDEN AND RETURNING TO THE TRUE POINT OF BEGINNING.

EXHIBIT "B"
 GRAPHIC DEPICTION OF TEMPORARY CONSTRUCTION EASEMENT AREA

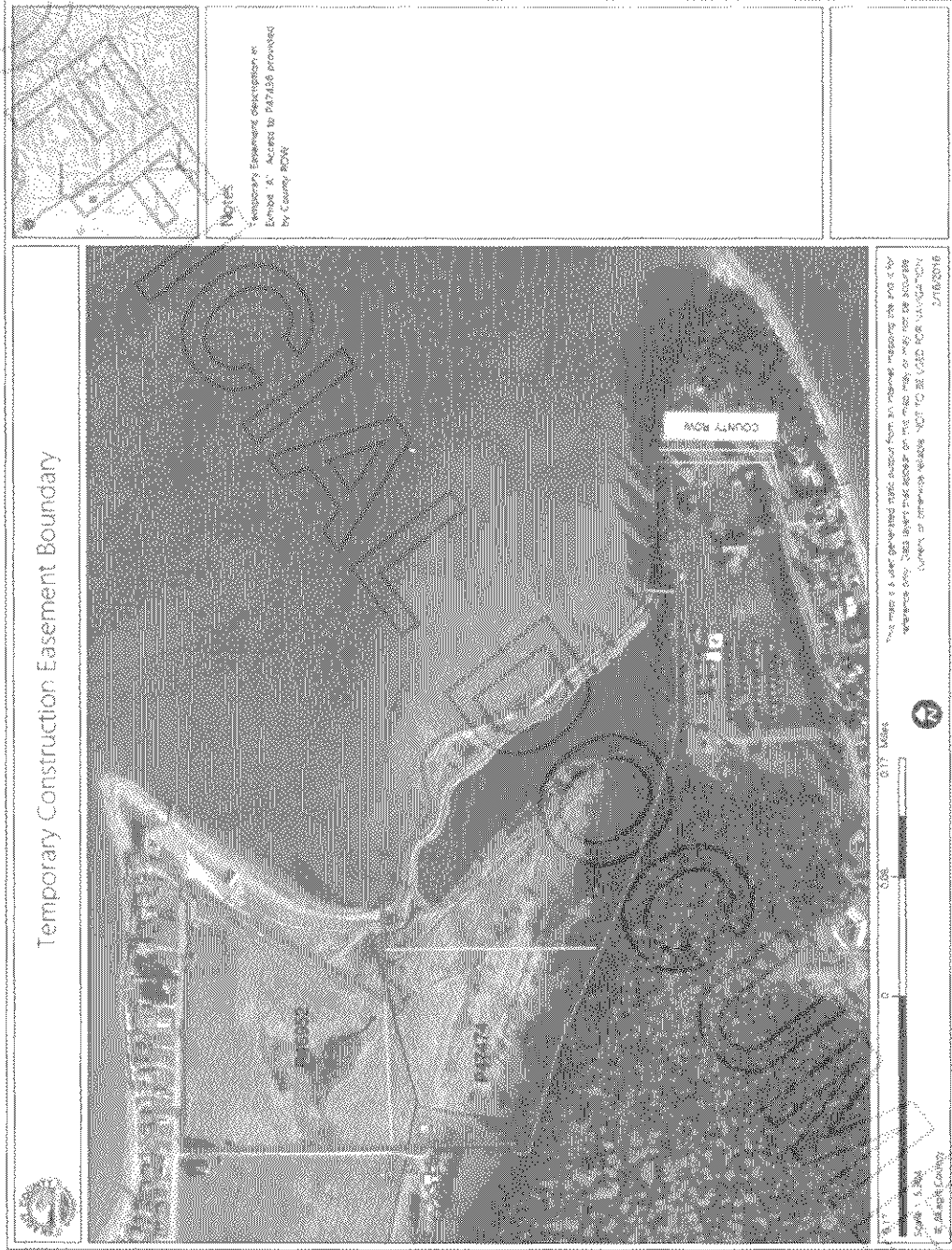


Exhibit "C"

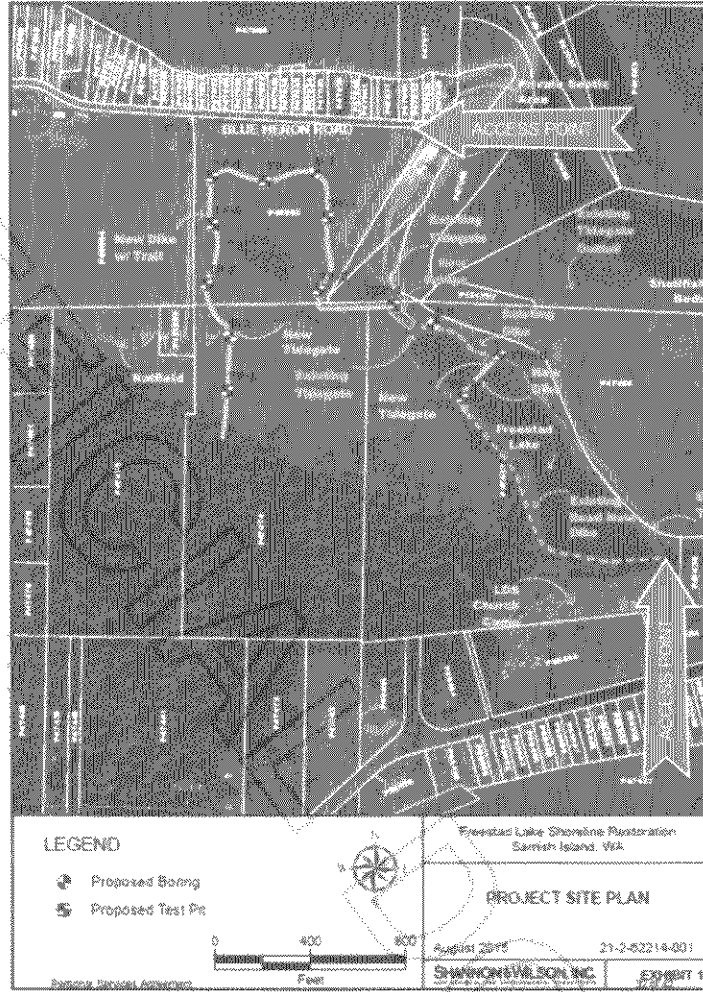
PROJECT DESCRIPTION

The Project shall include:

- Construction of approximately three (3) boring sites and ten (10) test pits.
- Wetland delineation.
- Collection of drainage data and general field explorations.
- Completion of Cultural Resource Assessment.
- Surrounding grounds that may be disturbed during Project construction may be returned to a substantially similar condition as existed prior to the commencement of Project work.

Grantee's access to the temporary easement area shall be limited to and defined as the area adjacent to Blue Heron Road or the Grantor's access road to the northern dike accessible from Scott Road and the Grantee's County Right-of-Way (as depicted below on the Project Site Plan). All work shall occur on the twenty three (23) acres below the bluff and along and in the vicinity of the existing Freestad Lake shoreline as shown per the Project Site Plan, below. Unless otherwise agreed between the parties, Grantee's access to the temporary easement area will be restricted to hours between 0800am and 1700pm Monday through Saturday. Prior to accessing the temporary easement area, the Grantee shall provide Grantor with oral or written notice at least forty eight (48) hours beforehand. Grantor retains the right to exclude access when the Grantee has youth camps or other events occurring which may be disrupted by Grantee's use of the property.

UNOFFICIAL



DOCUMENT

EXHIBIT "D"
P47437, P47474, P46952, and P47436
LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

PARCEL "A":

GOVERNMENT LOT 1, SECTION 25, TOWNSHIP 36 NORTH, RANGE 2 EAST, W.M.,

EXCEPT THE WEST 564.7 FEET THEREOF;

AND EXCEPT THE FOLLOWING DESCRIBED TRACTS THEREIN:

1.) A TRACT CONVEYED TO ETHAN A. SCOTT AND ELMER F. SCOTT BY DEED DATED JULY 26, 1930, AND RECORDED AUGUST 5, 1930, IN VOLUME 55 OF DEEDS, PAGE 374, RECORDS OF SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE UNITED STATES GOVERNMENT MEANDER LINE FROM WHICH THE MEANDER CORNER TO FRACTIONAL SECTIONS 25 AND 126, TOWNSHIP 36 NORTH, RANGE 2 EAST, W.M., BEARS BY THE FOLLOWING COURSES AND DISTANCES FOLLOWING SAID MEANDER LINE, TO-WIT:

NORTH 81 DEGREES 31' WEST 7 CHAINS;
NORTH 86 DEGREES 30' WEST 12.5 CHAINS;
NORTH 78 DEGREES WEST 9 CHAINS;
WEST 4.5 CHAINS AND SOUTH 79 DEGREES WEST 12.34 CHAINS TO THE INITIAL POINT; THENCE FROM INITIAL POINT SOUTH 81 DEGREES 31' EAST CHAINS;
THENCE SOUTH 13 DEGREES WEST 1.5 CHAINS;
THENCE SOUTH 34 DEGREES WEST 6.5 CHAINS;
THENCE SOUTH 46 DEGREES WEST 8 CHAINS;
THENCE NORTH 30 DEGREES 21' EAST 14.95 CHAINS TO THE INITIAL POINT.

2). BEGINNING AT A POINT WHICH BEARS FROM THE SOUTHWEST CORNER OF LOT 1, SAID SECTION, AS FOLLOWS:

NORTH 0 DEGREES 19' EAST 1010 FEET;
THENCE SOUTH 89 DEGREES 41' EAST 400 FEET, SOUTH 89 DEGREES 16' EAST 1250 FEET AND SOUTH 120 FEET;
THENCE FROM SAID POINT RUNNING NORTH 89 DEGREES 16' WEST TO INTERSECT WITH THE WEST LINE OF LOT 1, SAID SECTION;
THENCE NORTH ALONG THE WEST LINE OF LOT 1 TO THE SHORE LINE OF BELLINGHAM BAY;
THENCE EASTERLY ALONG THE SHORE LINE OF BELLINGHAM BAY TO A POINT DUE NORTH OF THE PLACE OF BEGINNING;
THENCE SOUTH TO THE PLACE OF BEGINNING.

3.) A TRACT OF LAND IN GOVERNMENT LOT 1, SECTION 25, TOWNSHIP 36 NORTH, RANGE 2 EAST, W.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE ABOVE DESCRIBED SUBDIVISION;
THENCE NORTH 1 DEGREE 25'30" EAST, ALONG THE WEST LINE OF SAID SUBDIVISION, 892.94 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF HAYTON ROAD #1810;
THENCE SOUTH 88 DEGREES 09'30" EAST, ALONG SAID RIGHT-OF-WAY LINE 1,375.0 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH 0 DEGREES 50'30" WEST 40.0 FEET;
THENCE SOUTH 88 DEGREES 09'30" EAST, PARALLEL WITH THE SAID SOUTH RIGHT-OF-WAY LINE, 100.0 FEET;
THENCE NORTH 0 DEGREES 50'30" EAST, 40.0 FEET TO A POINT ON THE SAID SOUTH RIGHT-OF-WAY LINE;
THENCE NORTH 88 DEGREES 09'30" WEST, ALONG THE SAID SOUTH RIGHT-OF-WAY LINE 100.0 FEET TO THE TRUE POINT OF BEGINNING.

(legal description continued)

PARCEL "B":

THE NORTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 36, TOWNSHIP 36 NORTH, RANGE 2 EAST, W.M.,

EXCEPT THE WEST 564.7 FEET THEREOF;

GOVERNMENT LOTS 1 AND 2, SECTION 36, TOWNSHIP 36 NORTH, RANGE 2 EAST, W.M.,

EXCEPT THE FOLLOWING DESCRIBED TRACT:

ALL THAT PART OF LOT 1 LYING EAST OF A NORTH AND SOUTH LINE SURVEYED ACROSS SAID LOT BY H. M. WELLMAN IN THE FALL OF 1915, UPON WHICH LINE A PERMANENT WIRE FENCE IS CONSTRUCTED, AND SAID LINE IS ALSO MARKED BY A CROSS UPON A STONE SET FIRMLY IN THE GROUND AT A POINT ON A LINE WITH THE NORTHERLY AND OF THE DWELLING HOUSE BELONGING TO SAID GRANTORS AND SITUATED ON SAID LOT WEST OF SAID LINE, SAID STONE BEING 191.2 FEET EASTERLY FROM THE NORTHEAST CORNER OF SAID HOUSE AND BEING WITHIN 100 FEET OF AND SOUTH FROM THE NORTH BANK OF SAID LOT ABOVE HIGH WATER MARK; AND ALSO BY POST SET IN THE GROUND ON THE SOUTHERLY BANK OF SAID LOT ON SAID NORTH AND SOUTH LINE AND WITHIN 100 FEET OF AND NORTH FROM HIGH WATER MARK ON SAID SOUTHERLY BANK.

EXCLUDING FROM ALL OF THE ABOVE DESCRIBED TRACTS ALL OF BLOCKS 5 (INCLUDING 6 TRACT DESIGNATED AS "B"), 6 AND 7 OF FREESTAD'S PLAT, FIRST DIVISION, AS PER PLAT RECORDED IN VOLUME 7 OF PLATS, PAGE 89, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

AND EXCEPT FROM PARCELS "A" AND "B" ABOVE THE FOLLOWING PARCEL

A PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 36 NORTH, RANGE 2 EAST, W.M., AND GOVERNMENT LOT 1 OF SECTION 25, TOWNSHIP 36 NORTH, RANGE 2 EAST, W.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID GOVERNMENT LOT 1, SECTION 25, TOWNSHIP 36 NORTH, RANGE 2 EAST, W.M.; THENCE SOUTH 86 DEGREES 14'03" EAST ALONG THE SOUTH LINE OF SAID GOVERNMENT LOT 1 A DISTANCE OF 564.79 FEET TO THE EAST LINE OF THE WEST 564.7 FEET OF SAID GOVERNMENT LOT 1, BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 2 DEGREES 48'46" EAST ALONG THE EAST LINE OF SAID WEST 564.7 FEET A DISTANCE OF 878.07 FEET; THENCE SOUTH 2 DEGREES 13'10" EAST A DISTANCE OF 184.77 FEET; THENCE SOUTH 2 DEGREES 15'16" WEST A DISTANCE OF 336.46 FEET; THENCE SOUTH 0 DEGREES 51'48" WEST A DISTANCE OF 357.20 FEET; THENCE SOUTH 0 DEGREES 56'48" WEST A DISTANCE OF 393.31 FEET; THENCE NORTH 88 DEGREES 43'07" WEST A DISTANCE OF 36.07 FEET TO THE EAST LINE OF THE WEST 564.7 FEET OF THE SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 36; THENCE NORTH 1 DEGREE 16'52" EAST ALONG SAID EAST LINE OF THE WEST 564.7 FEET, A DISTANCE OF 393.56 FEET TO THE NORTH LINE OF SAID SECTION 36; THENCE SOUTH 88 DEGREES 14'03" EAST A DISTANCE OF 0.07 FEET TO THE TRUE POINT OF BEGINNING.

(legal description continued)

PARCEL "C":

ALL THAT PORTION OF GOVERNMENT LOT 1, SECTION 36, TOWNSHIP 36 NORTH, RANGE 2 EAST, W.M., LYING EAST OF A NORTH AND SOUTH LINE SURVEYED ACROSS SAID GOVERNMENT LOT 1 BY H. M. WELLMAN IN THE FALL OF 1915, UPON WHICH LINE A PERMANENT WIRE FENCE IS CONSTRUCTED, AND SAID LINE IS ALSO MARKED BY A CROSS UPON A STONE SET FIRMLY IN THE GROUND AT A POINT ON A LINE WITH THE NORTHERLY END OF A DWELLING HOUSE BELONGING ON DECEMBER 10, 1915, TO THEODORE A. HALLER AND CHARLOTTE HALLER WCKEE, AND SITUATED ON SAID GOVERNMENT LOT WEST OF SAID LINE, SAID STONE BEING 191.2 FEET EASTERLY FROM THE NORTHEAST CORNER OF SAID HOUSE AND WITHIN 100 FEET OF AND SOUTH FROM THE NORTH BANK OF SAID GOVERNMENT LOT ABOVE HIGH WATER MARK; AND ALSO, BY POST SET ON THE GROUND ON THE SOUTHERLY BANK OF SAID GOVERNMENT LOT 1 ON SAID NORTH AND SOUTH LINE AND WITHIN 100 FEET OF AND NORTH FROM THE HIGH WATER MARK ON THE SOUTHERLY BANK; BEING THE SAME PREMISES AS CONVEYED BY THEODORE A. HALLER, ET AL, TO ELMON SCOTT BY DEED DATED DECEMBER 10, 1915, FILED DECEMBER 21, 1915, AS FILE NO. 111204, AND RECORDED IN VOLUME 102 OF DEEDS, AT PAGE 20;

TOGETHER WITH A PERPETUAL EASEMENT TO USE THAT CERTAIN PRIVATE ROAD EXTENDING EASTERLY FROM THE COUNTY ROAD; ALL AS SAID EASEMENT IS SET FORTH IN DEED RECORDED DECEMBER 21, 1915,

UNDER AUDITOR'S FILE NO. 111204, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

SUBJECT TO THE FOLLOWING EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD:

1. AUDITOR'S VOLUME 172 OF DEEDS, PAGE 164, RECORDED JUNE 4, 1937 IN FAVOR OF PUGET SOUND POWER AND LIGHT.
2. AUDITOR'S FILE NO. B208040024.