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Skagit County
Public Works Department
Attn: Emily Derenne
1800 Continental Place
Mount Vernon, Washington 98273

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

EASEMENT
MAY 28 2020

202005280114

05/28/2020 03:54 PM Pages: 1 of 9 Fees: \$111.50
Skagit County Auditor

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

DOCUMENT TITLE: TEMPORARY CONSTRUCTION EASEMENT

REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*

GRANTOR(S): Sierra Pacific Land & Timber Company, a California corporation.

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

ASSESSOR'S TAX / PARCEL NUMBER(S): P45687, P45699, and P45708, (XrefID: 351031-1-001-0015; 351032-1-001-0006; and 351033-1-001-0005)

ABBREVIATED LEGAL DESCRIPTION: A temporary construction easement located on portions of: CF-75: GOV LTS 5 & 6 & PTN 4 & PTN S1/2 NE1/4 & PTN E1/2 NW1/4 & E1/2 SW1/4 & SE1/4 E1/2 SW1/4 & SE1/4, SECTION 31, TOWNSHIP 35 NORTH, RANGE 10 EAST, W.M., LESS RD & EXC THAT PTN DAF NE1/4 OF NW1/4 & NW1/4 NE1/4 & ALSO EXC TH PTN S1/2 NW1/4 & S1/2 NE1/4 LYG N OF FLG DESC LINE COM AT NE COR SE1/4 NE1/4 TH N 89-44-23 W ALG N LI SE1/4 NE1/4 DIST OF 184.76FT TPB TH S 26-55-09 W 768.63 FT TH N 80-26-27 W 126.97 FT TH S 69-25-05 W 626.67 FT TH N 81-33-48 W 314.77FT TH N 56-26-03 W 193.60FT TH S 86-07-02 W 117.48 FT TH N 66-35-01 W 386.34FT TH N 45-46-01 W 232.52 FT TH S 83-12-29 W 120.61 FT TH S 25-23-06 W 309.75FT TH S 69-27-28 W 361.90FT TH N 74-17-44 W 169.53FT TH S 47-55-16 W 97.57FT TH S 83-25-35 W 355.36FT TH N 58-25-43 W 379.32FT TH N 76-16-58 W 350.31FT TH N 44-21-43 W 493.51FT TH N 20-06-39 W 310FT M/L TO A PT ON THE N LI GOVT LT 4 WHICH IS 693.22FT FR NW COR SD LT EXC FDT PTN S1/2 N1/2 LY SLY FOL DESC LI COM AT THE NE COR SE1/4 NE1/4 TH N 89-44-23 W ALG N LI SE1/4 NE1/4 184.76 FT TO TPOB TH S 26-55-09 W 768.63 FT TH N 80-26-27 W 126.97 FT TH S 69-25-05 W 626.67 FT TH N 81-33-48 FT TH N 81-33-48 W 314.77 FT TH N 56-26-03 W 193.60 FT TH S 86-07-02 W 117.48 FT TH N 66-35-01 W 386.34 FT TH N 45-46-01 W 232.52 FT TH S 83-12-29 W 120.61 FT TH S 25-23-06 W 309.75 FT TH S 69-27-28 W 361.90 FT TH N 74-17-44 W 169.53 FT TH S 47-55-16 W 97.57 FT TH S 83-25-35 W 355.36 FT TH N 58-25-43 W 379.32 FT TH N 76-16-58 W 350.31 FT TH N 44-21-43 W 493.51 FT TH N 20-06-39 W 310 FT M/L TAP ON N LI GOV LT 4 WH IS 693.22 FT FR NW COR SD GOV LT 4 & TERM SD LI EXC W1/2 SW1/4 & SE1/4 SW1/4 LESS RDS; and (408.9800 ac) CF-75: NE1/4 LESS NW1/4 NE1/4 & PORTION SW1/4 NE1/4 BOTH LYING NORTHERLY OF MARTIN RANCH ROAD. ALSO INCLUDES SE1/4 & SW1/4 EXCEPT N1/2 N1/2 LYING NORTHERLY OF MARTIN RANCH ROAD. SECTION 32, TOWNSHIP 35 NORTH, RANGE 10 EAST, W.M.; and (545.8600 ac) CF-75: E1/2 NE1/4 & SW1/4 NE1/4 LESS RD & NW1/4 NW1/4 & S1/2 NW1/4 LESS RD & SW1/4 & SE1/4 LESS RD, SECTION 33, TOWNSHIP 35 NORTH, RANGE 10 EAST, W.M. (Complete LEGAL DESCRIPTIONS provided at *Exhibit "D"*).

TEMPORARY CONSTRUCTION EASEMENT

The undersigned, **Sierra Pacific Land & Timber Company**, a California corporation, ("Grantor") and **Skagit County**, a political subdivision of the State of Washington ("Grantee"); for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, hereby grants a temporary, non-exclusive construction and public access 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 and public access easement for the benefit of Grantee, Grantee's agents, employees, and contractors, as well as members of the general public, over, upon, across, through, a portion of real property located within and upon Grantor's Property, such Temporary 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 purpose of providing a temporary public access and 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 but not necessarily limited to, the removal of pit run gravel material and use of a private logging road as a detour route owned by Grantor (as further described in *Exhibit "C"*) within said Temporary Easement area, and for any and all other purposes reasonably related thereto. A legal description for the Grantor's Property is attached hereto as *Exhibit "D"*, and is hereby incorporated by reference. The Temporary Easement shall be for the purpose of a Project (described in *Exhibit "C"*). In the event any tree removal is necessary in connection with the use of the Temporary Easement, Grantee shall notify Grantor in advance and obtain Grantor's approval of any such tree removal, which approval shall not be unreasonably withheld.

2. Use of Easement. Except as provided herein to the contrary, the Grantee, Grantee's employees, agents, and contractors, shall have the sole 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 the area needed for staging (stockpile of materials to be used in Project), such staging area to be located as mutually agreed upon by Grantor and Grantee. Grantor shall not have the right to exclude Grantee, Grantee's employees, agents, contractors, or other third parties from the Temporary Easement so long as Grantee is acting within the purposes and scope of the terms of 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, which approval shall not be unreasonably withheld. The private logging road located on the Temporary Easement may also be used as a detour route for public use during the period of Grantee's use of the Temporary Easement for its construction and related activities.

2.1 Grantor recognizes and agrees that the construction of the Project, as described and depicted herein (including per *Exhibit "B"* and *Exhibit "C"*), shall not result in claim(s) for damages against the Grantee by the Grantor. 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 facilities at (or within the vicinity of) Grantor's Property pursuant to 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 and for any damages arising from public use of the detour route during the period of Grantee's use of the Temporary Easement for its construction and related activities. Grantor shall not be responsible or liable for the activities of Grantee (and/or Grantee's employees, agents and representatives) or any member of the public 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.

2.3 Grantor shall not be liable for any damages to, or claims made by third persons or entities for personal injury or property damage ("Claims") except as caused by Grantor's negligence and/or Grantor's intentional act(s) or omission(s). Grantee shall indemnify and hold harmless Grantor and Grantor's officials, officers, employees, and agents for damages incurred by Grantor caused by the negligent or intentional acts or omissions of Grantee or Grantee's employees, agents, and contractors as related to the Grantee's use of this Temporary Easement and for any damages arising from public use of the detour route during the period of Grantee's use of the Temporary Easement for its construction and related activities. The parties specifically and expressly intend this indemnity to constitute a waiver

of each party's immunity under Washington's Industrial Insurance Act, RCW Title 51 to the extent necessary to provide the other party with a full and complete indemnity.

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, 2021, 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. 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:

Sierra Pacific Land & Timber Company, a California corporation.

BY: [Signature]

Print Name: M.D. Emerson

Title: LFO

DATED this 26th day of March, 2020.

STATE OF WASHINGTON

COUNTY OF SKAGIT

} ss.

See Attached Certificate

I certify that I know or have satisfactory evidence that _____, as the _____ of the **Sierra Pacific Land & Timber Company**, a California corporation, is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she executed the foregoing instrument as his/her duly authorized free and voluntary act for the uses and purposes herein mentioned.

DATED this _____ day of _____, 2020.

(SEAL)

Notary Public

Print name: _____

Residing at: _____

My commission expires: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

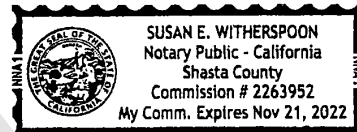
County of Shasta

On March 26, 2020 before me, Susan E. Witherspoon, Notary Public
(insert name and title of the officer)

personally appeared M. D. Emerson,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Susan E. Witherspoon (Seal)

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EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT AREA DESCRIPTION

A TEMPORARY EASEMENT LOCATED IN SECTION 32, T35N; R10E, W.M., FOR GRAVEL PIT ACCESS ALONG WITH A TEMPORARY DETOUR ROUTE DURING CONSTRUCTION OF A REPLACEMENT CULVERT UNDER MARTIN RANCH ROAD, LYING WITHIN PARCEL NUMBERS P45687, P45708 AND P45699 MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF MARTIN RANCH ROAD AND SIERRA PACIFIC LOGGING ROAD #644D, AS DEPICTED ON THE INCLUDED EXHIBIT MAP;

THENCE, NORTHWESTERLY ALONG ROAD #644D TO THE INTERSECTION WITH ROAD #644D1;

THENCE, SOUTHWESTERLY ALONG ROAD #644D1 TO ITS TERMINUS, INCLUDING THE GRAVEL PIT AT THE END OF SAID ROAD, AS IT EXISTED ON 7/26/2019;

TOGETHER WITH SIERRA PACIFIC ROAD #651, BEGINNING AT THE INTERSECTION OF ROCKPORT-CASCADE ROAD AND SIERRA PACIFIC ROAD #651, AS DEPICTED ON THE INCLUDED EXHIBIT MAP;

THENCE, WESTERLY ALONG ROAD #651 TO THE INTERSECTION WITH MARTIN RANCH ROAD AND THE TERMINUS OF THIS DESCRIPTION.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

EXHIBIT "B"
P45687, P45699, and P45708
GRAPHIC DEPICTION OF TEMPORARY CONSTRUCTION EASEMENT AREA

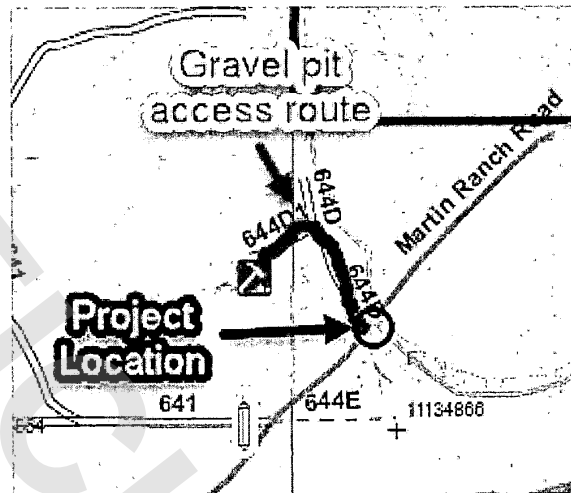


Figure 1. Gravel pit access route

TOGETHER WITH:

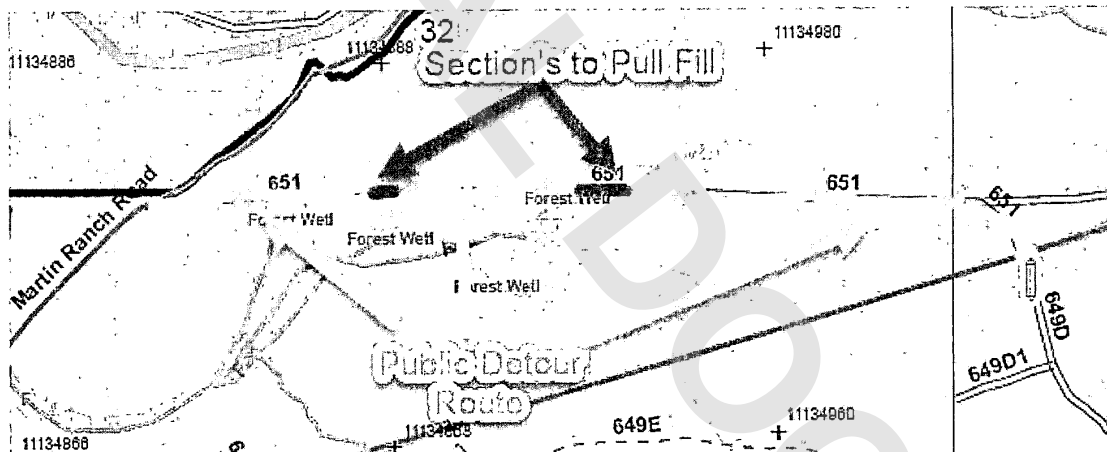


Figure 2. Public detour access route with fill removal locations shown in pink.

This temporary easement includes the above-depicted areas required for the Project, which will include access to the Grantor's gravel pit for the removal and replacement of a culvert (Figure 1) and a detour route (Figure 2).

Exhibit "C" PROJECT DESCRIPTION

The purpose of this Temporary Easement agreement is to allow the Grantee and Grantor to work in cooperation on the Martin Ranch Road fish passage improvement project (Project) located in the vicinity of Rockport, WA. Grantor has a gravel pit adjacent to the Project site, and Grantor will allow Grantee to extract gravel and similar pit run gravel material for use by the Grantee as may be needed for the Project, including for the installation of a new culvert under Martin Ranch Road (County Road # 08680), as depicted in the figure below. In addition, Grantor owns a nearby logging road that will be re-constructed by Grantee and utilized as a detour route during Project construction. Grantee will decommission two sections of the Grantor's logging road (by removing fill) upon Grantor's closure of the logging road detour route at Project completion.

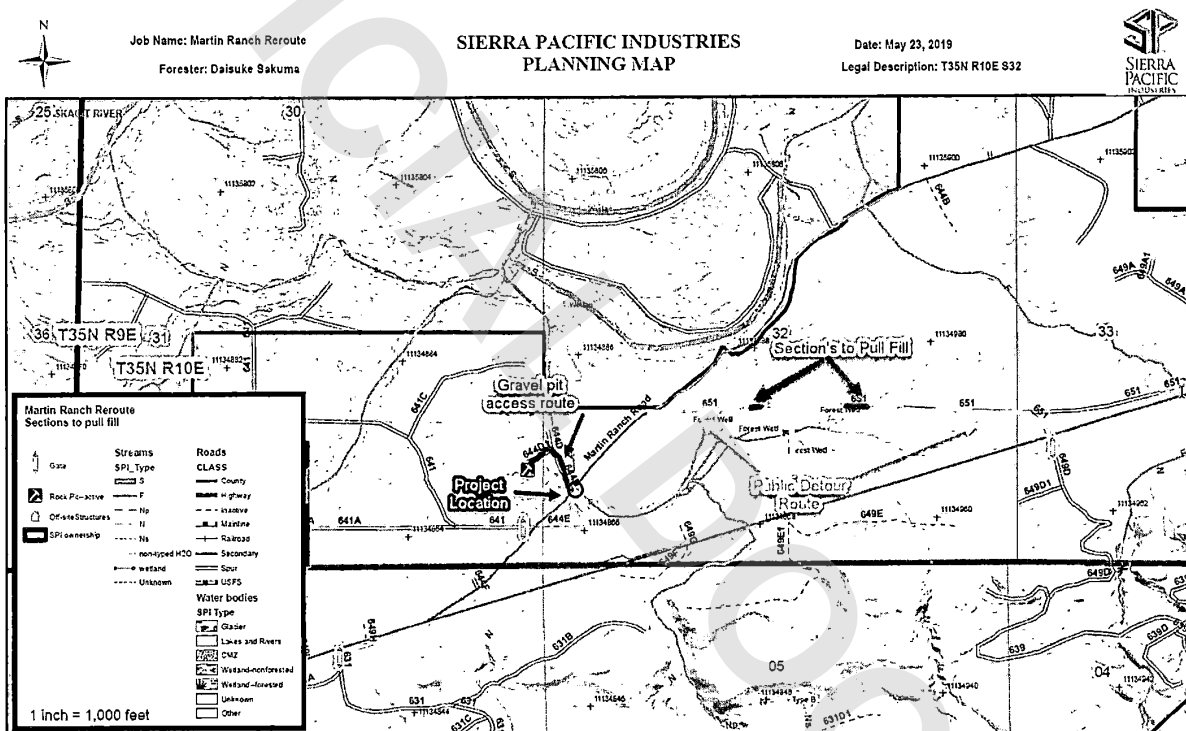


Figure 3. Project location (shown at black circle) in relation to public detour route (yellow), removal sections (pink), and gravel pit route (purple). Fill removal will occur upon completion of project.

EXHIBIT "D"
GRANTOR'S PROPERTY LEGAL DESCRIPTION

Section 31:

The Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and the Southeast $\frac{1}{4}$,

EXCEPT that portion conveyed to Skagit County for road by deed recorded September 9, 1938, under Auditor's File No. 305607, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

Section 32:

All,

EXCEPT the following described tracts:

1.) Government Lots 1, 2 and 3

2.) Those portions of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$; the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$; the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$; and the North $\frac{1}{2}$ of the North $\frac{1}{2}$ of the Southwest $\frac{1}{4}$, all lying Northerly of the Martin Ranch Road;

3.) Those portions conveyed to Skagit County for road purposes by deeds recorded September 9, 1938 and April 19, 1960, under Auditor's File Nos. 305607 and 593378, respectively, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

Section 33:

The East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$; the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$; the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$; the South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$; and the South $\frac{1}{2}$ of Section 33, Township 35 North, Range 10 East, W.M.,

EXCEPT those portions conveyed to Skagit County by deeds recorded September 9, 1938, February 24, 1940, and April 19, 1960, under Auditor's File Nos. 305607, in Volume 180, pages 68 and 69, and 593378, respectively, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.