

After Recording Return To:

City of Anacortes
PO Box 547
Anacortes WA 98221

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Affidavit No. 2020-2705

Jul 20 2020

Amount Paid \$165.00
Skagit County Treasurer
By Heather Beauvais Deputy

GNW M 10339

TEMPORARY EASEMENT
FOR

WATER PIPELINE CONSTRUCTION

SKAGIT HORTICULTURE formerly known as MV Greenhouse LLC

THIS EASEMENT dated for reference purposes the 29th day of May, 2020 is made by and between ~~M.V. GREENHOUSE, LLC~~, a Washington limited liability corporation ("Grantor") and the CITY OF ANACORTES, a municipal corporation ("Grantee"), with reference to the following facts:

- Grantor owns certain real property in Skagit County legally described within Skagit County Auditor's Files #200202140111 and #200202140020 (the "property"). P21767 340313-0-079-0107 P21812 340313-1-001-0009
- Grantee seeks a temporary construction easement to facilitate construction of a water pipeline and appurtenances, over, under and across a portion of Grantor's real property legally described in Exhibit "A" attached hereto (the "Temporary Construction Easement").
- The location of the construction easement, is generally depicted in Exhibit B

Based upon the foregoing, and the mutual covenants and conditions contained herein, the parties hereby agree as follows:

- **Effective Date.** The effective date of the Easement shall be the date this Easement has been signed by the Grantor.
- **Consideration.** Grantor shall receive the sum Ten thousand dollars and 00/100 dollars (\$10,000.00) when this document has been signed by all appropriate parties and properly recorded with Skagit County Auditor.
- **Temporary Construction Easement.**

- Grantor hereby grants Grantee a Temporary Construction Easement for construction of the water pipeline and appurtenances, over, under and across that portion of Grantor's property legally described on Exhibit "A".
 - The Temporary Construction Easement described on Exhibit "A" shall expire on December 31, 2020.
 - **Restoration.** Upon completion of the water pipeline construction and appurtenances Grantee shall restore the Temporary Construction Easement, any utilities, fences, plantings affected by construction, and any farm roads or driveways used to access said easements to as good a condition as they were immediately before Grantee entered the Property and reimburse to Grantor the value of any crops lost as a result of Grantor's construction project. Photographs will be taken prior to any construction on the Property to assure the completeness of restoration.
 - **Indemnification.** To the extent permitted by law, the Grantee shall indemnify and hold Grantor harmless from any and all claims, actions, damages or liability occasioned wholly or in part by an act or omission of the Grantee, its agents or invitees, relating to the construction, maintenance or repair of the water pipeline and appurtenances with the Temporary Easement areas, except to the extent attributable to the acts or omissions of the Grantor, its agents or invitees.
 - **Covenants Shall Run With The Land.** These Easements and each of the terms, provisions, conditions and covenants herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Any covenant granted herein shall be a covenant running with the land.
 - **Exemption From Excise Tax.** These Easements are granted under the threat of eminent domain proceedings by the Grantee, and therefor are exempt from State Excise Tax.
 - **Attorney's Fees.** In case suit or action is commenced against the Grantors or the successors, heirs or assigns of said Grantors, for the removal of an encroachment from these Easements, the Grantors hereby promise to pay, in addition to costs provided by statute, such sum as the court may adjudge reasonable as attorney's fees therein.
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IN WITNESS WHEREOF, the parties have executed this Easement on the date indicated below.

GRANTOR:
M.V. GREENHOUSE, LLC

GRANTEE:
CITY OF ANACORTES

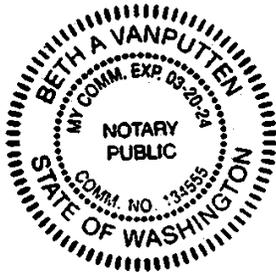
By: SCOTT CROWNOVER
By: [Signature]
Dated: 6-5-2020

By: Laurie Gere
By: [Signature]
Dated: 5/29/2020

STATE OF WASHINGTON)
)
COUNTY OF SKAGIT)

On this day personally appeared before me Scott Crowlover and
_____ to me known to be the individuals described in and who executed the
within and foregoing instrument, and acknowledged to me that they signed and sealed said instrument
as a free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 5th day of June, 2020.



Print Name: Beth A. VanPutten

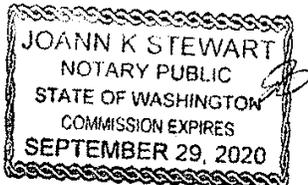
[Signature]

NOTARY PUBLIC in and for the State
of Washington, residing at Mt. Vernon
My commission expires: 3/20/24

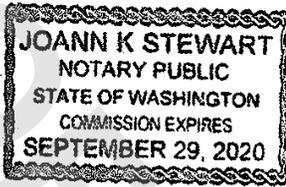
STATE OF WASHINGTON)
)
COUNTY OF SKAGIT)

On this day personally appeared before me Laurie Gere and
[Signature] to me known to be the individuals described in and who executed the
within and foregoing instrument, and acknowledged to me that they signed and sealed said instrument
as a free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 29th day of May, 2020.



Print Name: Joann K. Stewart

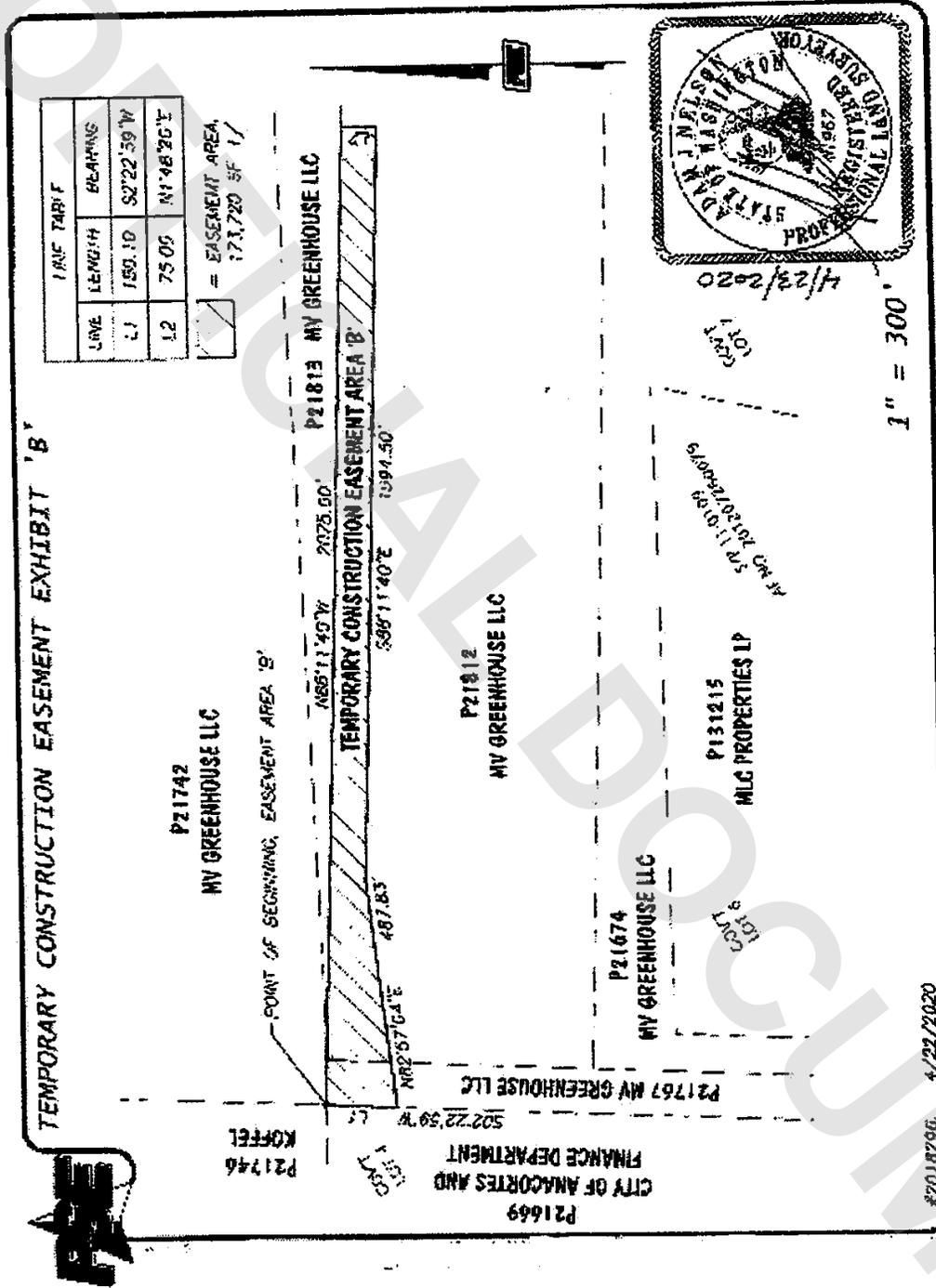


Joann K Stewart
NOTARY PUBLIC in and for the State

of Washington, residing at Skagit County WA

My commission expires: 9-29-20

UNOFFICIAL DOCUMENT



LINE	LENGTH	BEARINGS
L1	150.10	S2°22'59"W
L2	75.05	N1°48'26"E

□ = EASEMENT AREA
173,720 SF ±



4/23/2020

LOT 1

1" = 300'

SUBJECT TO 57110126
041011171094.50

P131215
MLG PROPERTIES LP

P21812
MY GREENHOUSE LLC

P21674
MY GREENHOUSE LLC

LOT 8
LOT 9
LOT 10

P21767 MY GREENHOUSE LLC

P21746
KOFFEL

P21669
CITY OF ANACORTES AND
FINANCE DEPARTMENT

4/23/2020

#2018296



Pacific Surveying & Engineering, Inc

land surveying • civil engineering • consulting • environmental
909 Squaticum Way #111, Bellingham, WA 98226
Phone 360.671.7387 Facsimile 360.671.4885 Email info@pseurvey.com

**EXHIBIT 'A'
TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION
(MV GREENHOUSE LLC PARCELS)**

A TRACT OF LAND WITHIN THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 34 NORTH, RANGE 3 EAST, W.M., AND WITHIN A PORTION OF MV GREENHOUSE LLC PARCEL NOS. P21767 AND P21812, AS DESCRIBED UNDER PORTIONS OF STATUTORY WARRANTY DEED RECORDED UNDER AUDITOR'S FILE NO. 200202140111, RECORDS OF SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL NO. P21767; THENCE ALONG THE WESTERLY LINE THEREOF SOUTH 02°22'59" WEST 150.10 FEET; THENCE DEPARTING SAID WESTERLY LINE NORTH 82°57'04" EAST 487.83 FEET; THENCE SOUTH 88°11'40" EAST 1594.50 FEET; THENCE NORTH 01°48'20" EAST 75.00 FEET, MORE OR LESS, TO THE NORTHERLY LINE OF SAID PARCEL NO. P21812; THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL NO. P21812 AND P21767 NORTH 88°11'40" WEST 2075.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

CONTAINING 173,720 SQUARE FEET, MORE OR LESS.

SITUATE IN SKAGIT COUNTY, WASHINGTON.

