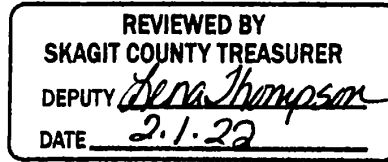


FILED FOR RECORD AT THE
REQUEST OF/RETURN TO:

Skagit County
Facilities Management Department
1800 Continental Place
Mount Vernon, Washington 98273



TEMPORARY EASEMENT

GRANTOR(S): SKAGIT COUNTY, a political subdivision of the State of Washington
GRANTEE(S): RPI MT. VERNON LLC, a Washington limited liability company
ABBREVIATED LEGAL: Ptn. Lots 1-4, Blk 13, Gates 1st & 2nd Add. To MV
ADDITIONAL LEGAL:
ASSESSOR'S TAX PARCEL NOS.: P52080 (XrefID: 3700-013-004-0006)
P52079 (XrefID: 3700-013-002-0008)
P52078 (XrefID: 3700-013-001-0009)

The undersigned, SKAGIT COUNTY, a political subdivision of the State of Washington (hereinafter "Grantor"), for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, hereby grants to RPI MT. VERNON LLC, a Washington limited liability company (hereinafter "Grantee"), a temporary, non-exclusive, revocable access easement (the "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. Grantor is the owner of the following described parcel of property in Skagit County, Washington ("Grantor Property"):

Lots 1 and 2, Block 13, "MAP OF MOUNT VERNON, GATES 1ST AND 2ND ADDITIONS TO MOUNT VERNON", as per plat recorded in Volume 2 of Plats, page 98, records of Skagit County, Washington,

EXCEPT the Easterly 6 feet thereof as conveyed to the City of Mount Vernon by deed recorded under Auditor's File No. 144341.

Situate in the City of Mount Vernon, County of Skagit, State of Washington.

2. Grantee is the owner of the following described parcel of property in Skagit County, Washington ("Grantee Property"):

Lots 3 and 4, Block 13, "MAP OF MOUNT VERNON, GATES 1ST AND 2ND ADDITIONS TO MOUNT VERNON", as per plat recorded in Volume 2 of Plats, page 98, records of Skagit County, Washington,

EXCEPT the East 10 feet thereof for alley. As conveyed to the City of Mount Vernon by deeds recorded March 25, 1921, in book 121 of deeds, page 523.

Situate in the City of Mount Vernon, County of Skagit, State of Washington.

3. NATURE AND LOCATION OF EASEMENT. In consideration of the mutual promises and covenants between the Grantor and Grantee as described herein, Grantor hereby grants to Grantee a temporary, non-exclusive, revocable access easement for the benefit of Grantee and Grantee's agents, employees, and contractors over, upon, across, and through a portion of real property located within and upon the Grantor Property, such Temporary Easement as legally described on Exhibit "A" and as further described and depicted on Exhibit "B," each such exhibit being attached hereto and incorporated herein by this reference, for the purpose of providing a temporary access to the adjacent Grantee Property.

4. USE OF EASEMENT. The Grantee, Grantee's employees, agents, and contractors, shall have the right, upon providing reasonable notice to Grantor, and at reasonable times (as solely determined by Grantor), to enter upon the Grantor Property within the Temporary Easement (as described and depicted in Exhibits "A" and "B," respectively) for purposes of using the Temporary Easement for temporary access to the adjacent Grantee Property, subject to the terms of this Temporary Access Agreement. Grantee shall not have the right to exclude Grantor or third parties from the area of the Temporary Easement or from the Grantor Property. Grantee shall not interfere with the Grantor's use of the Grantor Property whatsoever. Grantee accepts use of the Temporary Easement on the Grantor Property "as is," without any representations or warranties from Grantor whatsoever (either express or implied).

5. GRANTEE RESPONSIBLE. Grantee agrees to be responsible and liable for any damages or impact to the Grantor Property or Grantor's use of the Grantor Property, arising from Grantee's use of the Temporary Easement, and upon completion of Grantee's use of the Temporary Easement, the Grantee will, at Grantee's sole cost and expense, promptly repair and restore the Grantor Property to a substantially similar condition as existed before Grantee or Grantee's employees, agents, or representatives entered onto the Grantor Property for the purposes described in this Temporary Easement Agreement. Further, Grantee shall at all times during use of this Temporary Easement engage in proper clean-up and disposal techniques and processes.

6. HOLD HARMLESS, DEFENSE, INDEMNIFICATION. The Grantee hereby

unconditionally releases and forever discharges and holds harmless the Grantor (including the Grantor's elected officials, employees, volunteers, officers, and/or agents, in both their official and individual capacities) from any and all past, present, and/or future claims, counterclaims, demands, judgments, debts, costs, liabilities, expenses, suits, and proceedings of any kind and nature, as arising from and/or related to the use of the Temporary Easement are on the Grantor Property. The Grantee agrees to be responsible for and assume liability for Grantee's own wrongful and/or negligent acts or omissions or those of his/her/its officials, officers, agents, or employees to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the Grantor harmless from any such liability. It is further provided that no liability shall attach to the Grantor by reason of entering into this Temporary Easement except as expressly provided herein. To the maximum extent allowed by law, the Grantee hereby releases and holds harmless the Grantor for any liability and/or damage arising from and/or related to the Grantor's duties and obligations pursuant to the terms of this Temporary Easement.

7. **INSURANCE.** Prior to or concurrent with the execution of this Temporary Easement agreement, Grantee shall obtain and provide general commercial liability insurance (and adequate documentation thereof) in the amount of one million dollars (\$1,000,000) in form and amount determined to be satisfactory to the Grantor, naming the Grantor as an additional insured. Grantee's insurance shall be primary, and any insurance or self-insurance maintained by the Grantor, its officers, officials, employees, or volunteers shall be excess of Grantee's insurance and shall not contribute to it.

8. **TERMINATION OF TEMPORARY EASEMENT.** This Temporary Easement shall commence on January 3, 2022 and 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 or on February 15, 2022, whichever occurs sooner. Completion of such Grantee's project or activity shall be made at the sole discretion of Grantor. Grantor also reserves the right to revoke and terminate this Temporary Easement at any time and for any reason by providing twenty-four (24) hours advance written notice to Grantee, without liability to or recourse from Grantee.

9. **SURVIVAL.** The terms of Section 5, 6, 7, 9, 10, 11, 12, 14, 15, and 17, of this Temporary Easement Agreement shall survive any expiration of this Temporary Easement and/or any termination or revocation of this Temporary Easement by Grantor, and such section(s) shall continue in full force and effect.

10. **GOVERNING LAW.** This Temporary Easement shall be construed under the laws of the State of Washington.

11. **VENUE.** 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.

12. COMPLIANCE WITH LAWS AND PERMITS. At all times, Grantee shall comply with all applicable federal, state, and local laws, rules, and regulations, including all environmental regulations, and any applicable permits, specifically including any permits required from the City of Mount Vernon, in using the Temporary Easement, and shall be solely and separately liable and responsible for any non-compliance with any applicable federal, state, and local laws, rules, regulations, and permits.

13. MODIFICATIONS. This Temporary Easement may be changed, modified, amended, or waived only by subsequent written agreement, duly executed by the parties hereto. Waiver or breach of any term or condition of this Temporary Easement shall not be considered a waiver of any prior or subsequent breach. In the event any term or condition of this Temporary Easement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Temporary Easement which can be given effect without the invalid term, condition, or application. To this extent and end the terms and conditions of this Temporary Easement are declared severable.

14. NEUTRAL AUTHORSHIP. Each of the terms and provisions of this Temporary Easement have been reviewed and negotiated and represents the combined work product of the parties hereto. No presumption or other rules of construction which would interpret the provisions of this Temporary Easement in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Temporary Easement. The parties represent that they have had a full and fair opportunity to seek legal advice with respect to the terms of this Temporary Easement and have either done so or have voluntarily chosen not to do so. Grantor does not represent Grantee. The parties represent and warrant that they have fully read this Temporary Easement, that they understand its meaning and effect, and that they enter into this Temporary Easement with full knowledge of its terms. The parties have entered into this Temporary Easement without duress or undue influence.

15. CAPTIONS. The captions in this Temporary Easement are for convenience and reference only and do not define, limit, or describe the scope or intent of this Temporary Easement.

16. COUNTERPARTS. This Temporary Easement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

17. ENTIRE AGREEMENT. This Temporary Easement contains all the terms and conditions mutually agreed upon by the parties. This Temporary Easement supersedes any prior oral and/or written statements, discussions, and/or understandings between the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise regarding the subject matter of this Temporary Easement shall be deemed to exist or to bind any of the parties hereto.

GRANTEE:

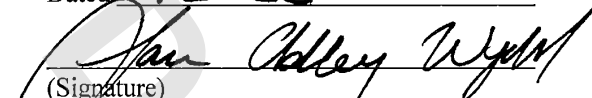
RPI MT. VERNON LLC, a Washington limited liability company, by:

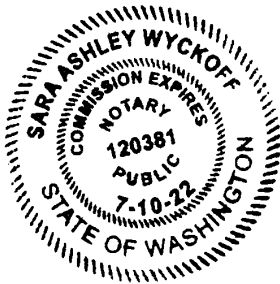

(print): MICHAEL MORGAN
as it's: MANAGER

State of Washington)
County of King) ss

I certify that I know or have satisfactory evidence that Michael Morgan is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the manager of RPI MT. VERNON LLC, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 1.20.22


(Signature)
NOTARY PUBLIC

Sara Ashley Wyckoff
Print Name of NotaryMy appointment expires: 7.10.22

TEMPORARY EASEMENT

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GRANTOR:

DATED this 31 day of January, 2022.BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTONPeter Browning, ChairRon Wesen, CommissionerLisa Janicki, Commissioner

Attest:

Katie Williams
Clerk of the BoardState of Washington)
County of Skagit) ss

Recommended:

Kan Hansen
Department Head

Approved as to form:

M. Mello
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Bonnie Beddall
Risk Manager

Approved as to budget:

Lisa Payne
Budget & Finance Director

I certify that I know or have satisfactory evidence that Peter Browning, Ron Wesen, and Lisa Janicki are the people who appeared before me, and said people acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the Commissioners of Skagit County to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: January 31, 2022Katie Williams

(Signature)

NOTARY PUBLIC

Katie Williams

Print Name of Notary

My appointment expires: 11-29-2023

TEMPORARY EASEMENT

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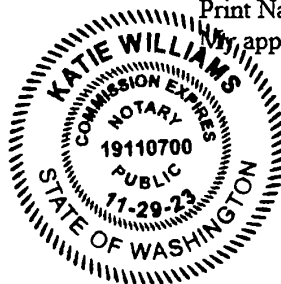


EXHIBIT A

LEGAL DESCRIPTION OF TEMPORARY EASEMENT

The easement conveyed herein is a temporary, revocable, non-exclusive easement and right-of-way over and across four (4) Skagit County parking stalls #15, 16, 17, & 18 in NW corner of the Grantor Property together with the north twenty (20) feet of Lot 2 of the Grantor Property, which Grantor Property is as described as follows:

Lots 1 and 2, Block 13, "MAP OF MOUNT VERNON, GATES 1ST and 2ND ADDITIONS TO MOUNT VERNON", as per plat recorded in Volume 2 of Plats, page 98, records of Skagit County, Washington,

EXCEPT the Easterly 6 feet thereof as conveyed to the City of Mount Vernon by deed recorded under Auditor's File No. 144341.

Situate in the City of Mount Vernon, County of Skagit, State of Washington.

for the purpose of, among other related things, accessing the Grantee Property for purposes of constructing, installing, maintaining, repairing, reconstructing, replacing, removing and/or renewing the improvements located on the Grantee Property.

Exhibit

EXHIBIT B

DEPICTION OF TEMPORARY EASEMENT

Property: 220 Myrtle Street, Mount Vernon, WA 98273



Exhibit