

Recording Requested By And
When Recorded Mail To:

Skagit County
Public Works Department
Attn: Mike Farthing
1800 Continental Place
Mount Vernon, Washington 98273



201103100104
Skagit County Auditor

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DOCUMENT TITLE: TEMPORARY CONSTRUCTION EASEMENT

SKAGIT COUNTY
Contract # C20110088
Page 1 of 7

REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*

GRANTOR(S): **The Lynn B. and Barbara A. Strauss Trust dated June 2, 2002, via
Lynn B. and Barbara A. Strauss as Co-Trustee**

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

ABBREVIATED LEGAL DESCRIPTION: A temporary construction easement located within a portion of Lot 1, Block 1, "Plat of Alger, Skagit County, Washington," as per plat recorded in Volume 4 of plats, page 9, records of Skagit County, Washington (Complete LEGAL DESCRIPTION provided at *Exhibit "C"*).

ASSESSOR'S TAX / PARCEL NUMBER(S): P70361 (XrefID: 4042-001-001-0009)

TEMPORARY CONSTRUCTION EASEMENT

The undersigned, **The Lynn B. and Barbara A. Strauss Trust dated June 2, 2002, via Lynn B. and Barbara A. Strauss as Co-Trustee** ("Grantor"), for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, hereby grants to **Skagit County**, a political subdivision of the State of Washington ("Grantee"), 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 construction of the Alger Intersection Project within said easement, and for any and all other purposes reasonably related thereto. A legal description for the Grantor's Property is attached hereto as *Exhibit "C"*, and is hereby incorporated by reference. The Temporary Easement shall be for the purpose of the construction of the Alger

Intersection Project including, but not limited to, realignment of the east leg of the intersection to match the alignment with the west leg, installation of four way stop control in addition to centerline and shoulder curbing and striping to calm traffic, and to define and limit the access points at the four quadrants of the intersection pursuant to the terms herein.

2. Use of Easement. 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 (as described and depicted in *Exhibit "A" and "B"*) for purposes of using the Temporary Easement for the Alger Intersection Project. Grantor shall not have the right to exclude Grantee, Grantee's employees, agents, contractors, or other third parties 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 (including, without limitation, fences, gates, foundations, rockeries, trees, bushes or other shrubbery) while the Temporary Easement is in effect, without approval of the Grantee.

2.1 Grantee 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 will repair and restore the Grantor's Property to a substantially similar condition as existed before Grantee or Grantee's employees, agents, or representatives entered onto the Grantor's Property for the purposes described in this Temporary Easement. 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.

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. Completion of such project or activity shall be made at the sole discretion of Grantee; provided, that in any event this Temporary Easement shall expire by its own terms and terminate in one (1) year from the date of mutual execution, 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.



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SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Easement
MAR 10 2011

Amount Paid \$ /
Skagit Co. Treasurer
By *Mdm* Deputy

DATED this 17 day of February, 2011.

GRANTOR:

The Lynn B. and Barbara A. Strauss Trust dated June 2, 2002, via
Lynn B. and Barbara A. Strauss as Co-Trustee:

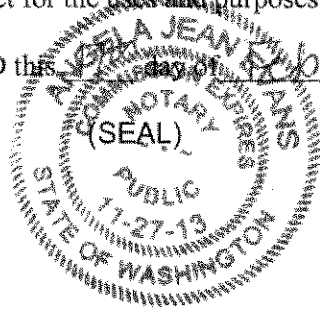
By: [Signature]
Lynn B. Strauss
Title: Co-Trustee

By: [Signature]
Barbara A. Strauss
Title: Co-Trustee

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that Lynn B. Strauss / Barbara A. Strauss, as the Trustee of The Lynn B. and Barbara A. Strauss Trust dated June 2, 2002, is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was duly authorized to execute this instrument and executed the forgoing instrument as his/her free and voluntary act for the use and purposes herein mentioned.

DATED this 17 day of February, 2011.



[Signature]
Notary Public
Print name: Angela Evans
Residing at: Lake Stevens, WA 98258
My appointment expires: 11-27-13



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DATED this 9 day of March, 2011.

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

Ron Wesen, Chairman

Kenneth A. Dahlstedt, Commissioner

Sharon D. Dillon, Commissioner

Attest:


Clerk of the Board

Authorization per Resolution R20050224




County Administrator

Recommended:



Department Head

Approved as to form:



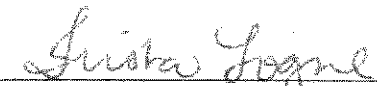
Civil Deputy Prosecuting Attorney

Approved as to indemnification:



Risk Manager

Approved as to budget:



Budget & Finance Director



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Skagit County Auditor

EXHIBIT "A"

TEMPORARY EASEMENT LEGAL DESCRIPTION

A tract of land lying in the Southwest Quarter of Section 7, Township 36 North, Range 4 East W.M., situate in the County of Skagit, State of Washington, described as follows:

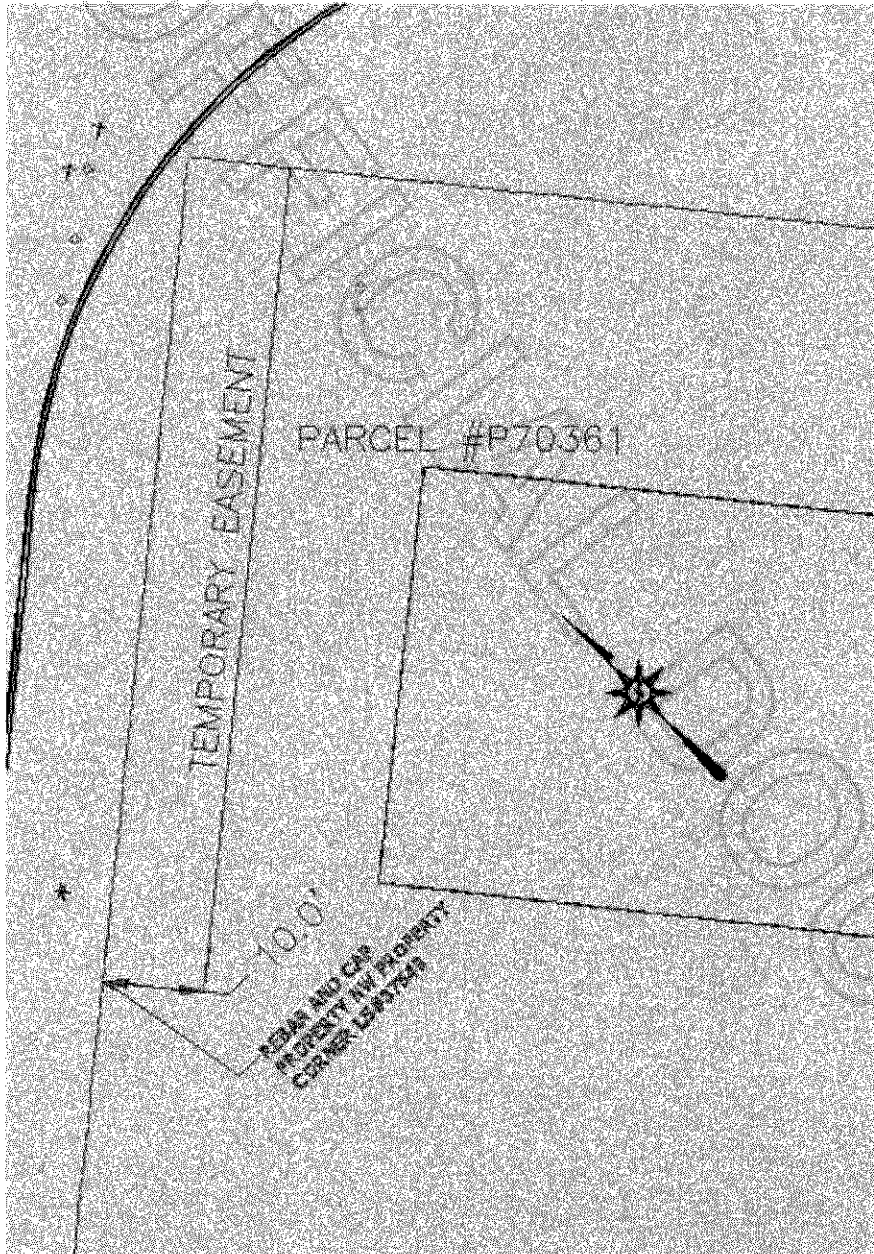
The Northwesternly 10 feet of Parcel located on Lot 1, Block 1, "Plat of Alger, Skagit County, Washington,"

Containing 0.04 acres.



EXHIBIT "B"

GRAPHIC DEPICTION OF TEMPORARY EASEMENT AREA



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EXHIBIT "C"

LEGAL DESCRIPTION OF GRANTORS' PROPERTY
Skagit County Assessor Tax Parcel No.: P70361

Lot 1, Block 1, "PLAT OF ALGER, SKAGIT COUNTY, WASHINGTON," as per plat recorded in Volume 4 of Plats, page 9, records of Skagit County, Washington,

EXCEPT that portion of Lot 1 as conveyed to the State of Washington by deed recorded March 23, 1933 in Volume 162 of Deeds, page 325, under Auditor's File No. 255252.

Situate in the County of Skagit, State of Washington.



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