

Recording Requested By And
When Recorded Mail To:

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



201403130046

Skagit County Auditor

\$79.00

3/13/2014 Page

1 of

8 12:59PM

DOCUMENT TITLE: TEMPORARY CONSTRUCTION EASEMENT

REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*

GRANTOR(S): **Dick Vanderkooy and Olga Vanderkooy**, a married couple.

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

ABBREVIATED LEGAL DESCRIPTION: O/S#205B AF#760953 1973 DR 15 DK1 INCLUDING M/H ORFLR48A17895GH THE NORTH 871.2 FEET OF THE WEST 60 RODS OF THE NW1/4 of NW1/4 EXCEPT FOLLOWING DESCRIBED TRACT: BEGINNING ON THE EAST LINE OF COUNTY ROAD ALONG WEST LINE OF NW1/4 NW1/4, 871.2 FEET SOUTH OF SOUTH LINE SAID ROAD ALONG NORTH LINE OF SAID SECTION; THENCE EAST 200 FEET; THENCE NORTHERLY 512 FEET TO A POINT 195 FEET EAST OF EAST LINE OF COUNTY ROAD; THENCE WESTERLY 195 FEET; THENCE SOUTHERLY ALONG EAST LINE OF SAID ROAD TO POINT OF BEGINNING. ALSO EXCEPT FOLLOWING DESCRIBED PARCEL: BEGINNING AT A POINT ON THE EAST LINE OF THE COUNTY ROAD RUNNING ALONG THE WEST LINE OF SAID SECTION 35, SAID POINT BEING 871.2 FEET SOUTH OF SOUTH LINE OF THE COUNTY ROAD RUNNING ALONG THE NORTH LINE OF SAID SECTION 35; THENCE NORTH 1-42-37 EAST ALONG SAID EAST LINE OF COUNTY ROAD, 18 FEET TO THE INTERSECTION OF SAID EAST LINE AND AN EXSISTING FENCE LINE RUNNING EAST AND WEST; THENCE SOUTH 89-55-25- EAST ALONG SAID FENCE, 170.84 FEET; THENCE CONTINUING ALONG SAID FENCE AND SAID FENCE EXTENDED SOUTH 86-03-21 EAST, 826.12 TO THE INTERSECTION OF SAID FENCE WITH THE WEST LINE OF THE EAST 10 ACRES OF SAID NW 1/4 NW 1/4; THENCE SOUTH 0-40-40 W ALONG SAID WEST LINE OF THE EAST 10 ACRES, 10.58 FEET; THENCE NORTH 88-27-35 WEST, 997.14 FEET TO THE POINT OF BEGINNING. EXCEPT THE WEST 200 FEET OF THE ABOVE DESCRIBED EXCEPTION

ASSESSOR'S TAX / PARCEL NUMBER(S): P23189 (XrefID: 340335-2-004-0008)

TEMPORARY CONSTRUCTION EASEMENT

The undersigned, **Dick Vanderkooy and Olga Vanderkooy**, a married couple, ("Grantors"), for good and valuable consideration, receipt and sufficiency of which are 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. Grantors 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 Grantors 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 Grantors' 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 Calhoun Road Rehabilitation 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 Calhoun Road Rehabilitation Project ("project").

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 Grantors' Property within the Temporary Easement (as described and depicted in Exhibit "A" and "B") for purposes of using the Temporary Easement for the Calhoun Road Rehabilitation Project. Grantors shall not have the right to exclude Grantee, Grantee's employees, agents, contractors, or other third parties from the Temporary Easement. Grantors 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 Grantors' Property in exercise of Grantee's rights herein granted by this Temporary Easement, and will repair and restore the Grantors' Property to a substantially similar condition as existed before Grantee or Grantee's employees, agents, or representatives entered onto the Grantors' Property for the purposes described in this Temporary Easement. Grantors 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 two (2) years 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.

GRANTORS:

DATED this 3rd day of MARCH, 2014.


Dick Vanderkooy

DATED this 3rd day of MARCH, 2014.


Olga Vanderkooy

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that Dick Vanderkooy and Olga Vanderkoov, a married couple, are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they executed the forgoing instrument as their free and voluntary act for the uses and purposes herein mentioned.

DATED this 3rd day of MARCH, 2014.




Notary Public

Samantha L. Clark

Print name

Residing at Oak Harbor, WA

My appointment expires 05/26/2015



201403130046

Skagit County Auditor

\$79.00

3/13/2014 Page

3 of

8 12:59PM

GRANTEE:

DATED this 12 day of March, 2014.

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

Ron Wesen, Chair

Kenneth A. Dahlstedt, Commissioner

Sharon D. Dillon, Commissioner

Attest:

Clerk of the Board

Recommended:

[Signature]

Department Head

Authorization per Resolution R20050224:

[Signature]

County Administrator

Approved as to form:

[Signature] 3/16/14

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

[Signature] 3/11/14

Risk Manager

Approved as to budget:

[Signature]

Budget & Finance Director



STATE OF WASHINGTON

COUNTY OF SKAGIT

} ss.

N/A

I certify that I know or have satisfactory evidence that Ron Wesen, Kenneth A. Dahlstedt and Sharon D. Dillon are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as Commissioners of Skagit County, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

DATED this _____ day of _____, 2014.

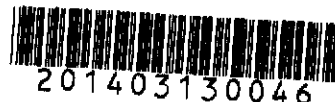
(SEAL)

Notary Public

Print name: _____

Residing at: _____

My appointment expires: _____



201403130046

Skagit County Auditor

3/13/2014 Page

5 of

\$79.00

8 12:59PM

EXHIBIT "A"

LEGAL DESCRIPTION FOR CALHOUN ROAD REHABILITATION PROJECT

TEMPORARY CONSTRUCTION EASEMENT P23189

A strip of land lying in Section 35, Township 34 North, Range 03 East W.M., County of Skagit, State of Washington. Said strip being the North fifteen feet (15') of the West two-hundred sixty feet (260') being adjacent to and parallel with the Right-of-Way for Calhoun Road, all lying within the above mentioned parcel.

SUBJECT To and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.

Situate in Skagit County, State of Washington



201403130046

EXHIBIT "B"

TEMPORARY CONSTRUCTION EASEMENT DEPICTION P23189

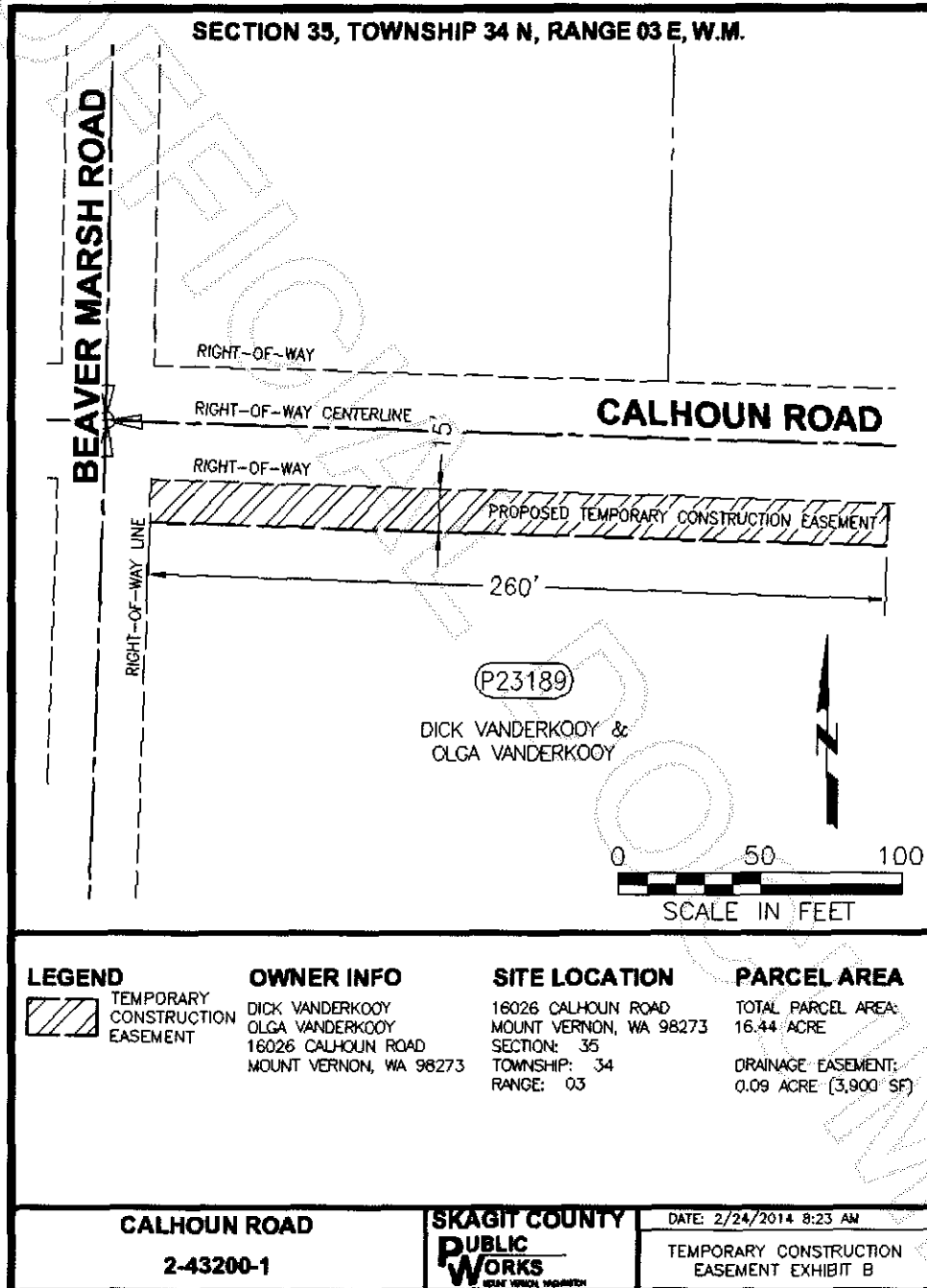


EXHIBIT "C"

**LEGAL DESCRIPTION OF GRANTORS' PROPERTY
Skagit County Assessor Tax Parcel No.: P23189**

O/S#205B AF#760953 1973 DR15 DK1 INCLUDING M/H ORFLR48A17895GH THE NORTH 871.2 FEET OF THE WEST 60 RODS OF THE NW1/4 OF NW1/4 EXCEPT FOLLOWING DESCRIBED TRACT: BEGINNING ON THE EAST LINE OF COUNTY ROAD ALONG WEST LINE OF NW1/4 NW1/4, 871.2 FEET SOUTH OF SOUTH LINE SAID ROAD ALONG NORTH LINE OF SAID SECTION; THENCE EAST 200 FEET; THENCE NORTHERLY 512 FEET TO A POINT 195 FEET EAST OF EAST LINE OF COUNTY ROAD; THENCE WESTERLY 195 FEET; THENCE SOUTHERLY ALONG EAST LINE OF SAID ROAD TO POINT OF BEGINNING. ALSO EXCEPT FOLLOWING DESCRIBED PARCEL: BEGINNING AT A POINT ON THE EAST LINE OF THE COUNTY ROAD RUNNING ALONG THE WEST LINE OF SAID SECTION 35, SAID POINT BEING 871.2 FEET SOUTH OF SOUTH LINE OF THE COUNTY ROAD RUNNING ALONG THE NORTH LINE OF SAID SECTION 35; THENCE NORTH 1-42-37 EAST ALONG SAID EAST LINE OF COUNTY ROAD, 18 FEET TO THE INTERSECTION OF SAID EAST LINE AND AN EXSISTING FENCE LINE RUNNING EAST AND WEST; THENCE SOUTH 89-55-25- EAST ALONG SAID FENCE, 170.84 FEET; THENCE CONTINUING ALONG SAID FENCE AND SAID FENCE EXTENDED SOUTH 86-03-21 EAST, 826.12 TO THE INTERSECTION OF SAID FENCE WITH THE WEST LINE OF THE EAST 10 ACRES OF SAID NW 1/4 NW 1/4; THENCE SOUTH 0-40-40 W ALONG SAID WEST LINE OF THE EAST 10 ACRES, 10.58 FEET; THENCE NORTH 88-27-35 WEST, 997.14 FEET TO THE POINT OF BEGINNING. EXCEPT THE WEST 200 FEET OF THE ABOVE DESCRIBED EXCEPTION.

Situate in Skagit County, State of Washington.



201403130046