



200108070126

, Skagit County Auditor

8/7/2001 Page 1 of 5 3:48:42PM

**RECORDING COVER SHEET**

005379

**RETURN TO:**

John Abenroth  
Skagit County Public Works  
1111 Cleveland Avenue  
Mount Vernon, WA 98273

**DOCUMENT TITLE:**

Right of Entry – Aldon Creek Project, Parcel No. 1-8000-5

**GRANTOR(S):**

Travis Burney  
Fred Nelson Chevrolet, Inc.

**GRANTEE(S):**

Skagit County

**LEGAL DESCRIPTION:**

Portion of: Section 28, Township 35 North, Range 9 East, W.M.

Also known as Parcel No. 1-8000-5 on Aldon Creek, Concrete-Sauk Valley Road Right-of-Way Plan, signed by the County Engineer in September 2000.

Also a portion of Lot 7, Skagit Steelhead Tracts, Volume 3 of Plats, page 10, records of Skagit County, Washington.

**ASSESSOR'S PARCEL/TAX I.D. NUMBER:**

4012-000-007-0001(P69516)

005379

**RIGHT-OF-ENTRY/CONSTRUCTION AGREEMENT**  
CONCRETE-SAUK VALLEY ROAD FISH PASSAGE MILE POST 8.9 ALDON  
CREEK PARCEL NO. P-69516

This Agreement made this 3rd day of July, 2001, between Mr. Travis Burney, Fred Nelson Chevrolet, Inc., a Washington corporation, which also acquired title as Fred Nelson Chevrolet, Co., Inc. (hereinafter referred to as "Owner") hereby grants permission to Skagit County, (hereinafter referred to as "County") and it assigns, the right, privilege to enter upon certain land for the purpose of planning, engineering, and actual construction and installation of fish passage structures in connection with subject property. The land to which this right-of-entry/construction agreement applies is set forth in the attached Exhibit "A". The rights of the County under this right-of-entry/construction agreement are coupled with an interest on the part of the County and therefore may not be revoked prior to expiration, provided the County has complied with the terms of the agreement.

The Owner and the County, by granting and accepting this right-of-entry/construction agreement respectively, mutually covenant and agree as follows:

1. The agreement shall expire 2 years from the date of this instrument or when the County has completed construction/installation and all work associated therewith, whichever comes first, except from clauses 5, 8, and 9, which survive the expiration of this agreement.
2. The County and/or its authorized agents or subcontractors will make reasonable efforts to minimize disruption and inconvenience to said property and uses made thereof.
3. The County shall, upon the completion of construction of said project described herein, remove all debris and restore the surface of the property as nearly as possible to the condition immediately prior to the County's entry thereon excepting the modifications or improvements made as part of the construction project.
4. The County shall pay the Owner the sum of \$2,500 for this agreement.
5. The County shall protect, defend, indemnify, and save the Owner harmless from and against all claims, causes of action, and damages, whether for loss or destruction of property wheresoever situate and/or for personal injury, caused by the installation and construction of said project, however, the County shall not be so obligated in the event of negligence of the Owner, his successors and assigns, tenants, licensees and invitees causing damage, loss or destruction, apart from the said project. This clause shall survive the expiration of this agreement.
6. As necessary for the project, the County has the right to remove trees, including stumps, and shrubs within the area shown on the attached Exhibit "B".
7. This agreement shall be binding upon the Owners heirs, successors, assigns, executors, or administrators until expiration.
8. All work performed under this agreement shall be at the sole expense of the County. Any remedial work to be done on said project shall be at the sole expense of the County. This clause shall survive the expiration of this agreement.
9. The County shall not assign or transfer its rights/interest in this agreement without the written consent of the Owner. The County shall remain responsible to the Owner under paragraph 5 above regardless of assignment, transfer, or subcontracting.



200108070126  
Skagit County Auditor



005379

EXHIBIT "A"

CONCRETE-SAUK VALLEY ROAD FISH PASSAGE MILE POST 8.9 ALDON  
CREEK PARCEL NO. P-69516

That portion of Lot 7, Skagit Steelhead Tracts, Volume 3 of Plats, page 10, records of Skagit County, Washington, said lot being in the southwest quarter of Section 28, Township 35 North, Range 9 East, W.M., described as follows:

The easterly 45.00 feet of the westerly 60.00 feet as measured at right angles to the westerly boundary of said Lot 7, the easterly line thereof being parallel with said westerly boundary.

Containing 0.068 acre.

Situated in County of Skagit, State of Washington



200108070126  
, Skagit County Auditor

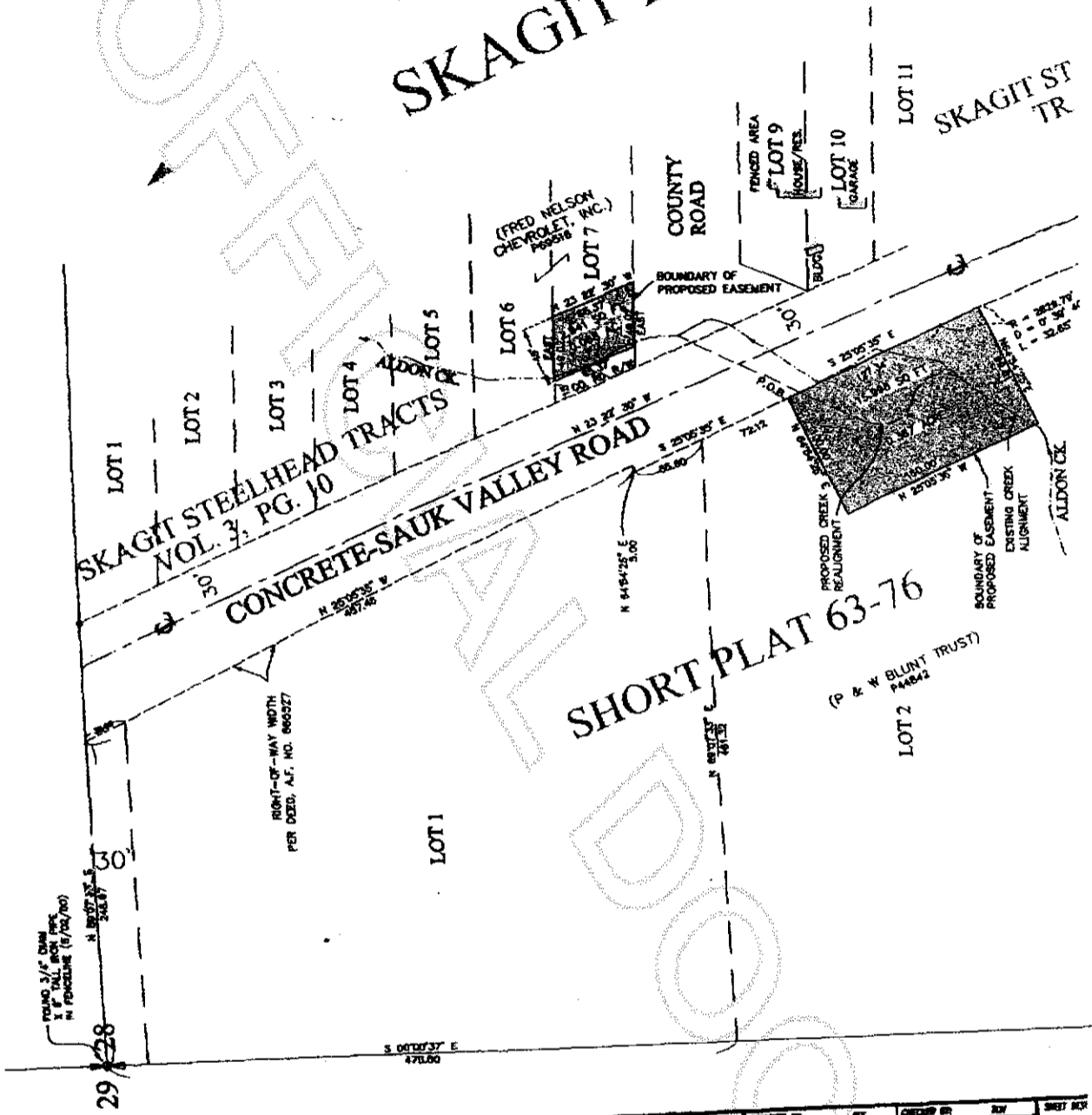
8/7/2001 Page 4 of 5 3:48:42PM

SW QUARTER, SECTION 28, T.W. 35 N, R. 10 E

EXHIBIT "B"

005379

SKAGIT RIVER



SHORT PLAT 63-76

DUBLIC

Leonard, Boudinet & Skodje Inc.  
 PROFESSIONAL ENGINEERS & LAND SURVEYORS  
 2001 South West Street, P.O. Box 10228  
 Grand Rapids, MI 49503  
 Tel: 269-341-2271 Fax: 269-338-3981

REVISION NO.	BY	CREATED ON	REV	SHEET NO.
001	MS	08/04	1	1
002	MS	08/04	2	1
003	MS	08/04	3	1
004	MS	08/04	4	1
005	MS	08/04	5	1



200108070126  
 Skagit County Auditor