



200110050181

, Skagit County Auditor

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RECORDING COVER SHEET

RETURN TO:

John L. Abenroth, P.E.
Skagit County Public Works Department
1111 Cleveland Avenue
Mount Vernon, WA 98273-4215

#05462

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax

OCT 05 2001

Amount Paid \$ 0
Skagit Co. Treasurer
By *Lp* Deputy

DOCUMENT TITLE:

Temporary Construction Easement - Snee-Oosh Road Drainage Improvement Project Parcel No.
20-40610-2

GRANTOR(S) (Last name, first name and initials):

DARLENE L. DUGDALE, individually and as surviving spouse of GARY D. DUGDALE, deceased

GRANTEE(S) (Last name, first name and initials):

SKAGIT COUNTY

LEGAL DESCRIPTION (Abbreviated: i.e., lot, block, plat, or quarter, quarter, sec., twp., mg.):

A portion of Lots 3, 4 and 5, "SNEE-OOSH, SKAGIT COUNTY, WASH.", as per plat recorded in
Volume 4 of Plats, page 50, records of Skagit County.

Also known as Parcel No. 20-40610-2 on Sneeoosh Stormwater Project Right-of-Way Plan,
stamped and signed by the County's consulting engineer on July 17, 2001.

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

P69608 / 4016-000-003-0000

P69609 / 4016-000-005-0108

Temporary Ingress and Egress Construction Easement

#05462

SKAGIT COUNTY PUBLIC WORKS
1111 CLEVELAND AVENUE
MOUNT VERNON, WA 98273

PROJECT: Snee-oosh Road Drainage
Improvement Project
PARCEL ADDRESS: 16825 Beach Road
OWNER: Darlene L. Dugdale
PARCEL NUMBER: 20-40610-2

By this agreement made this 28th day of August, 2001, DARLENE L. DUGDALE, (hereinafter referred to as "Owner") hereby grants permission to the COUNTY OF SKAGIT (hereinafter referred to as "County") and its assigns, the right and privilege to enter upon the land for the purpose of performing drainage improvement for the above listed project. Owner also hereby grants County the right to remove trees and vegetation and move other obstructions interfering with the construction and ground preparation, as is necessary to be performed in connection with subject project (see Exhibit "B", which is hereby incorporated by reference). The land to which this ingress and egress construction easement applies is set forth in the attached Exhibit "A", which is hereby incorporated by reference. The terms of this agreement shall be binding and shall be a covenant running with the land until the County has completed the above listed project, which shall not exceed 3 years.

The Owner and County, by granting and accepting this ingress and egress construction easement respectively, mutually covenant and agree as follows:

1. 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.
2. This ingress and egress construction easement shall expire and become null and void at such time as the County has completed the drainage improvement project and all work associated therewith which time period will not exceed 3 years.
3. The County shall protect and save harmless the Owner from and against any and all claims, damage to or loss or destruction of property suffered by the Owner, his/her/their successors and assigns caused by said drainage improvement project, however, the County shall not be so obligated for any damage, loss or destruction



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caused by the negligence of the Owner, his/her successors and assigns, tenants, licensees and invitees. #05462

4. The County shall, upon completion of construction of said project described above, 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 drainage improvement project.

Granted on behalf of
OWNER:

Darlene L. Dugdale

Accepted on behalf of the
COUNTY OF SKAGIT:

By: See Attached

Title: _____

STATE OF WASHINGTON

COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that Darlene L. Dugdale (is) are the person(s) who appeared before me and said person(s) acknowledged that he (she) they signed this instrument and acknowledged it to be his (her) their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 8/28/01

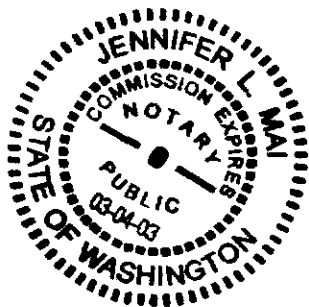
Signature of Notary Public:

Jennifer Ma

Notary (print name): Jennifer Ma

Residing at Bellingham, WA

My appointment expires: 3/4/03



HEREBY DATED, this 15th day of October, 2001.

05462

Approved:

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

By:

Chal A. Martin, P.E.
Director/County Engineer

Ted W. Anderson
Ted W. Anderson, Chairman

Approved as to Form:

Kenneth A. Dahlstedt
Kenneth A. Dahlstedt, Commissioner

By:

Hayley Thomas
Civil Deputy

Don Munks
Don Munks, Commissioner

Approved as to Indemnification:

By:

Sharon Quinlan
Risk Manager

Approved:

By:

Budget/Finance Director

ATTEST:

Sharon Quinlan
Clerk of the Board



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EXHIBIT A
TEMPORARY CONSTRUCTION EASEMENT
SNEE-OOSH STORMWATER PROJECT

#05462

Parcel No. 20-40610-2
GARY D. AND DARLENE L. DUGDALE

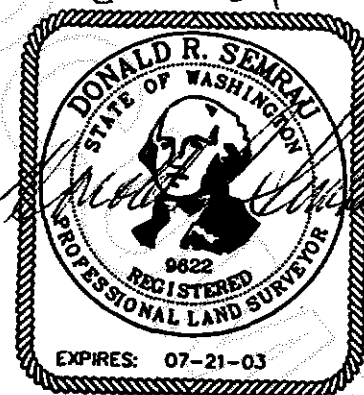
The Northeasterly 10 feet of the following described Parcel "A",
EXCEPT the Easterly 10 feet thereof,
AND ALSO the West 10 feet of the East 20 feet of the following described Parcel "A",
EXCEPT the North 10 feet thereof:

SUBJECT TO easements, covenants, conditions, restrictions, exceptions, and other
instruments of record.

Parcel "A"

Lots 3, 4 and 5, "SNEE-OOSH, SKAGIT COUNTY, WASH.", as per plat recorded in
Volume 4 of Plats, page 50, records of Skagit County, Washington, EXCEPT that
portion of said Lot 5, lying Northeasterly of the Southwesterly line of the County road as
conveyed to Skagit County by instrument recorded in Volume 169 of Deeds, page 516,
records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington



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EXHIBIT B

PARCEL NO. 20-40610-2

#05462

1. There is a storage shed and carport structure in the Temporary Construction Easement area. Neither out-building has any monetary value. Skagit County Public Works agrees to remove and dispose of these two structures from the property at time of construction. Any personal belongings still located inside either structure at the onset of construction will also be removed and disposed of by Skagit County Public Works or its contractor.
2. There is a mobile home/trailer partially located in the Temporary Construction Easement area. The Owner agrees to remove the trailer from this area prior to the onset of construction. If the trailer is not removed from the Temporary Construction Easement area prior to construction, Skagit County Public Works or its contractor will move the trailer out of the work area and replace it in its current location when the work is complete.
3. The above items are to be performed by Skagit County Public Works at no cost to the property owner.



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