



200110250092

, 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

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

005490

OCT 25 2001

Amount Paid \$
Skagit Co. Treasurer
By *Jp* Deputy

DOCUMENT TITLE:

Temporary Construction Easement - Snee-oosh Road Drainage Improvement Project

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

THOMAS E. KAY and SHEILA MULLEN, husband and wife

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

SKAGIT COUNTY

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

Lots 1 and 2, "SHOREWOOD", as per plat recorded in volume 9 of Plats, pages 82 and 83, records of Skagit County, Washington.

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

P69160 / 4000-000-001-0001
P69161 / 4000-000-002-0000

005490

Temporary Ingress and Egress Construction Easement

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

PROJECT: Snee-oosh Road Drainage
Improvement Project
PARCEL ADDRESS: Vacant Land
OWNER: Thomas E. Kay & Sheila Mullen
PARCEL NUMBER: P69160 and P69161

By this agreement made this 5 day of SEPTEMBER, 2001, THOMAS E. KAY and SHEILA MULLEN, husband and wife, (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



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

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:

T. E. Kay
Sheilla V. Mullen

Accepted on behalf of the
COUNTY OF SKAGIT:

By: See Attached
Title: _____

STATE OF WASHINGTON }

} ss

COUNTY OF SKAGIT }

I certify that I know or have satisfactory evidence that THOMAS E. KAY and SHEILLA MULLEN, husband and wife, are the persons who appeared before me and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: Sept. 5, 2001

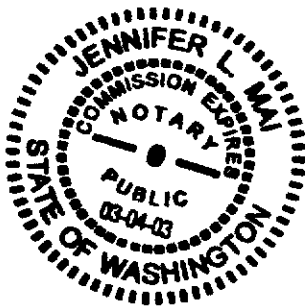
Signature of Notary Public:

Jennifer Mai

Notary (print name): Jennifer Mai

Residing at Bellingham, WA

My appointment expires: 3/4/03



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HEREBY DATED, this 22ND day of October, 2001.

Approved:

By:

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

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

Ted W. Anderson
Ted W. Anderson, Chairman

Approved as to Form:

By:

Heley A Thomas
Civil Deputy

Kenneth A. Dahlstedt
Kenneth A. Dahlstedt, Commissioner

Don Munk
Don Munks, Commissioner

Approved as to Indemnification:

By:

Sharon R. BD
Risk Manager

Approved:

By:

Budget/Finance Director

ATTEST:

Anne C. [Signature]
Clerk of the Board



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**EXHIBIT A
TEMPORARY CONSTRUCTION EASEMENT
SNEE-OOSH ROAD DRAINAGE IMPROVEMENT PROJECT**

**Parcel Nos. P69160 & P69161
THOMAS E. KAY AND SHEILA MULLEN**

All that part of the following described Parcel "A",

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

Parcel "A"

Lots 1 and 2, "SHOREWOOD", as per plat recorded in Volume 9 of Plats, pages 82 and 83, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.



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**EXHIBIT B
TEMPORARY CONSTRUCTION EASEMENT
SNEE-OOSH ROAD DRAINAGE IMPROVEMENT PROJECT**

**PARCEL NUMBERS P69160 AND P69161
THOMAS KAY AND SHEILA MULLEN**

1. Skagit County Public Works (S.C.P.W.) agrees to clear both Lots 1 and 2 of trees and brush, with the exception of a vegetative buffer along both lots' frontage on Snee-Oosh Road, at time of construction. S.C.P.W. agrees to remove all cleared debris from the property. The owners are responsible for tree stump removal, unless determined necessary by S.C.P.W. or its contractor.
2. Skagit County Public Works agrees to install fabric underlayment when constructing the access easement.



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