

After recording return document to:

City of Burlington
833 S Spruce St.
Burlington, WA 98233



200801310193
Skagit County Auditor

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Document Title: *Temporary Construction Easement*

Grantors: *Co-Trustees of the Einer Knutzen Testamentary Trust*

Grantee: *CITY OF BURLINGTON*

Legal Description: *Ptn NE 1/4, 31-35-4 E. W.M.*

Additional Legal Description is on: *Exhibit "A" of this Document*

Assessor's Tax Parcel Numbers: *P102587*

In the Matter of: NORTH BURLINGTON BOULVEVARD IMPROVEMENTS

TEMPORARY CONSTRUCTION EASEMENT

The Grantors **RONALD C. KNUTZEN, CLIFFORD J. SELLS, and CHARLES K. BARBO, CO-TRUSTEES OF THE EINER KNUTZEN TESTAMENTARY TRUST** for and in consideration of MUTUAL BENEFITS, and other valuable consideration, conveys and grants unto the **CITY OF BURLINGTON**, a Municipal Corporation of the State of Washington, and it assigns, a Temporary Construction Easement over, under, upon and across the hereinafter described lands (hereinafter referred to as the "**Construction Area.**").

Said lands being situated in Skagit County, State of Washington, and described as follows:

See Exhibit A and Property Exhibit Map attached hereto and made a part hereof.

TEMPORARY CONSTRUCTION EASEMENT

PURPOSE

GRANTEE and its assigns shall have the rights of ingress and egress to take whatever actions necessary within the **Construction Area** for reshaping and repairs to existing improvements affected by the City's project construction; and, to construct road improvements, including excavating, compacting, shaping and grading, sidewalk construction, constructing road works, matching driveway entrances, and miscellaneous construction, all costs of which shall be borne by the City of Burlington.

GRANTORS' USE OF THE CONSTRUCTION AREA

GRANTORS shall have access to the **Construction Area** at all times except during the time actual construction activities are being carried out within the **Construction Area**. The GRANTOR also grants to the GRANTEE, its successors, assigns, agents, contractors, and employees the right to erect and use construction equipment at the site of the construction herein described.

RESTORATION OF THE CONSTRUCTION AREA

Following completion of the GRANTEE'S construction and related work in the **Construction Area**, GRANTEE shall, at GRANTEE'S expense, promptly restore **Construction Area** as nearly to and reasonably as possible to the condition in which it existed prior to such damage.

DAMAGE TO OTHER PROPERTY

If at any time after the execution of this agreement, the GRANTEE, in the exercise of the rights granted to the GRANTEE herein, shall damage any of the property owned by the GRANTORS which abuts and is outside of the **Construction Area**, the GRANTEE shall, at the GRANTEE'S expense, promptly restore any such property as nearly to and reasonably as possible to the condition in which it existed prior to such damage.



TEMPORARY CONSTRUCTION EASEMENT

DURATION

The rights granted shall commence upon the GRANTORS' execution of this easement document and shall continue for a period of two years, or until the GRANTEE ceases to use the **Construction Area** for the purposes stated herein, whichever occurs first.

RELATIONSHIP BETWEEN PARTIES

GRANTORS: GRANTORS shall assume the risk of, be liable for, and pay all damage, loss, cost and expense caused by the GRANTORS and their agents arising out of any duty performed, or not performed, while acting in good faith within the scope of the this Construction Easement.

GRANTEE: GRANTEE shall assume the risk of, be liable for, and pay all damage, loss, cost and expense caused by its officers, officials, employees and agents arising out of any duty performed, or not performed, while acting in good faith within the scope of this Construction Easement.

It is understood and agreed that delivery of this Temporary Construction Easement is hereby tendered and that the terms and obligations hereof shall not become binding upon the City of Burlington unless and until accepted and approved hereon in writing for the City of Burlington.

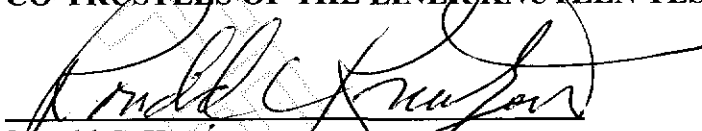
Dated this 18TH day of December, 2007

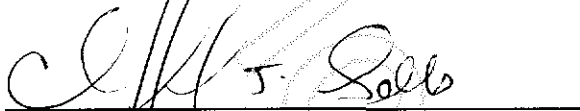


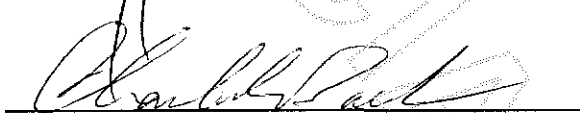
TEMPORARY CONSTRUCTION EASEMENT

GRANTORS:

CO-TRUSTEES OF THE EINERKNUTZEN TESTAMENTARY TRUST


Ronald C. Knutzen


Clifford J. Sells

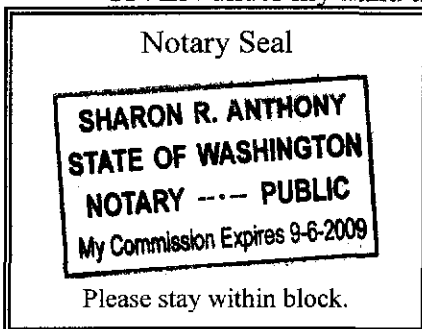

Charles K. Barbo


STATE OF WASHINGTON)

County of Skagit) : ss.

On this 18th day of December, 2007, before me personally appeared **Ronald C. Knutzen**, to me known to be the Trustee described in and who executed the foregoing instrument, and acknowledged that in that capacity as Trustee signed the same as the Trust's free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.




Notary (print name) Sharon R. Anthony
Notary Public in and for the State of Washington,
residing at Mount Vernon
My Appointment expires 9-6-2009

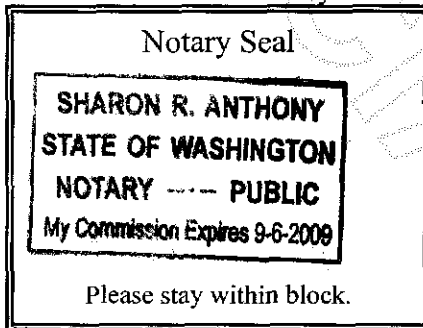


TEMPORARY CONSTRUCTION EASEMENT

STATE OF Washington)
 : ss.
County of Skagit)

On this 18th day of December, 2007, before me personally appeared **Clifford J. Sells**, to me known to be the Trustee described in and who executed the foregoing instrument, and acknowledged that in that capacity as Trustee signed the same as the Trust's free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.

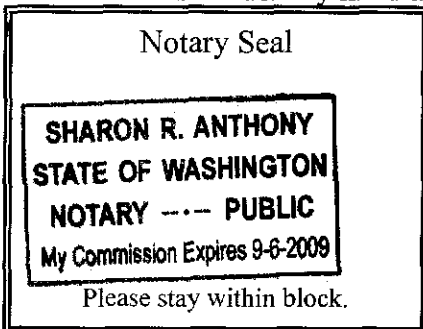


Sharon R. Anthony
Notary (print name) Sharon R. Anthony
Notary Public in and for the State of Washington,
residing at Mount Vernon
My Appointment expires 9-6-2009

STATE OF Washington)
 : ss.
County of Skagit)

On this 19th day of December, 2007, before me personally appeared **Charles K. Barbo**, to me known to be the Trustee described in and who executed the foregoing instrument, and acknowledged that in that capacity as Trustee signed the same as the Trust's free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.



Sharon R. Anthony
Notary (print name) Sharon R. Anthony
Notary Public in and for the State of Washington,
residing at Mount Vernon
My Appointment expires 9-6-2009

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TEMPORARY CONSTRUCTION EASEMENT

GRANTEE:

Approved as to Form:

CITY OF BURLINGTON

 FOR:

Chal A. Martin, P.E.
Public Works Director

Attest:

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TEMPORARY CONSTRUCTION EASEMENT

EXHIBIT A

(Shown on Land Title Company Second Limited Liability Report Order No. 120944-LL dated Aug. 7, 2007)

Tract E as delineated on Record of Boundary Line Adjustment Survey Map approved by the City of Burlington and recorded January 4, 2007 under Auditor's File No. 200701040097, records of Skagit County, Washington; being a portion of the Northeast $\frac{1}{4}$ of Section 31, Township 35 North, Range 4 East, W.M.

Situate in the County of Skagit, State of Washington.

