

Recording Requested By And  
When Recorded Mail To:

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



201006240061  
Skagit County Auditor

6/24/2010 Page 1 of 9 12:22PM

**DOCUMENT TITLE: TEMPORARY CONSTRUCTION EASEMENT**

SKAGIT COUNTY  
Contract # C20100284  
Page 1 of 9

**REFERENCE NUMBER OF RELATED DOCUMENT:** *Not Applicable*

**GRANTOR(S): Linda Oliver, a single person**

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

**ABBREVIATED LEGAL DESCRIPTION:** A temporary construction easement located within a portion of TRACT "A" OF SHORT PLAT 22-73, BEING A PORTION OF THE NE1/4 OF SEC 8, TWP 35, RNG 6 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCING AT AN EXISTING IRON PIPE AT THE NORTHWEST CORNER OF SAID NE1/4, SAID PIPE BEING NORTH 88-35-26 WEST FROM THE NORTHEAST CORNER OF SAID SECTION 8; THENCE SOUTH 1-53-54 EAST ALONG THE WEST LINE OF SAID NE1/4, 751.30 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUE SOUTH 1-53-54 EAST, ALONG SAID WEST LINE 298.29 FEET; THENCE SOUTH 59-16-04 EAST 202.23 FEET; THENCE NORTH 85-41-51 EAST 125 FEET; THENCE NORTH 11-36-44 EAST 191.27 FEET; THENCE SOUTH 82-58-12 WEST 21.11 FEET; THENCE NORTH 11-36-44 EAST 202.89 FEET TO A POINT THAT IS SOUTH 88-39-34 EAST FROM THE TRUE POINT OF BEGINNING; THENCE NORTH 88-39-34 WEST 366.85 FEET TO THE TRUE POINT OF BEGINNING (Complete LEGAL DESCRIPTION provided at *Exhibit "C"*).

**ASSESSOR'S TAX / PARCEL NUMBER(S):** P40846 (XrefID: 350608-1-018-0102)

**TEMPORARY CONSTRUCTION EASEMENT**

The undersigned, **LINDA OLIVER, a single person** ("Grantor"), for good and valuable consideration, receipt and sufficiency of which is 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. Grantor 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 Grantor 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 Grantor's 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 Carpenter Road Culvert Replacement 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 replacing a culvert on Carpenter Road at an unnamed tributary of Pipeline Creek pursuant to the terms herein.*

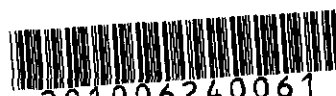
**2. Use of Easement.** The Grantee, Grantee's employees, agents, and contractors, shall have the sole right, without notice, and at all times, to enter upon the Grantor's Property within the Temporary Easement (as described and depicted in *Exhibit "A" and "B"*) for purposes of using the Temporary Easement for the replacement of the existing culvert on Carpenter Road. The Grantee, Grantee's employees, agents, and contractors shall also have the right, without notice, and at all times, to enter upon the Grantor's Property within the Temporary Easement (as described and depicted in *Exhibit "A" and "B"*), to construct a temporary bypass road within the Temporary Easement, and for any and all other purposes reasonably related thereto. Grantor shall not have the right to exclude Grantee, Grantee's employees, agents, contractors, or other third parties from the Temporary Easement. Grantor 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 Grantor's Property in exercise of Grantee's rights herein granted by this Temporary Easement, and will repair and restore the Grantor's Property to a substantially similar condition as existed before Grantee or Grantee's employees, agents, or representatives entered onto the Grantor's Property for the purposes described in this Temporary Easement. Grantor 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 one (1) year 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.

DATED this 4<sup>th</sup> day of June, 2010.

GRANTOR:

Linda Oliver  
LINDA OLIVER

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

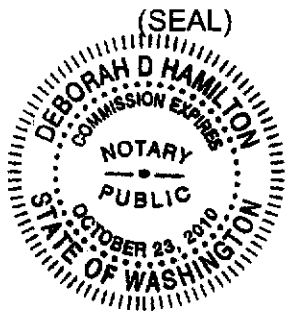
JUN 24 2010

Amount Paid \$ 0  
Skagit Co. Treasurer  
By [Signature] Deputy

STATE OF WASHINGTON }  
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that Linda Oliver, is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument, on oath stated that he/she/they executed the forgoing instrument as his/her/their free and voluntary act for the uses and purposes herein mentioned.

DATED this 4<sup>th</sup> day of June, 2010.



Deborah D. Hamilton  
Notary Public  
Print name: Deborah D. Hamilton  
Residing at: Burlington WA  
My commission expires: 10/23/10



**GRANTEE:**

BOARD OF COUNTY COMMISSIONERS  
SKAGIT COUNTY, WASHINGTON,

Sharon D. Dillon

Sharon D. Dillon, Chair

**ABSENT**

Ron Wesen, Commissioner

Kenneth A. Dahlstedt

Kenneth A. Dahlstedt, Commissioner

**Recommended:**

By: Thomas G. Ballard

Thomas G. Ballard P.E.

Interim Public Works Director/County Engineer

By: Billie Kadrmas 6/8/10

Billie Kadrmas

Risk Manager

By: Trisha Logue

Trisha Logue, CPA

Budget/Finance Director

**Approved as to Form:**

By: Stephen Fallquist

Stephen Fallquist, Deputy Prosecuting Attorney

**Attest:**

Linda Hammons

Linda Hammons, Clerk of the Board

Skagit County Board of Commissioners



STATE OF WASHINGTON

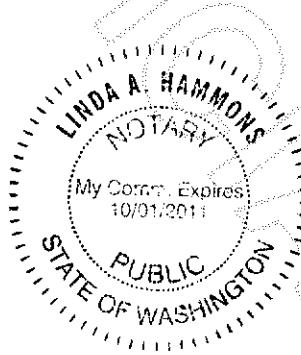
COUNTY OF SKAGIT

} ss.

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

DATED this 21 day of June, 2010.

(SEAL)



Linda Hammons  
Notary Public  
Print name: Linda Hammons  
Residing at: Skagit County, WA  
My commission expires: 10/01/2011



**EXHIBIT "A"**  
**TEMPORARY EASEMENT LEGAL DESCRIPTION**

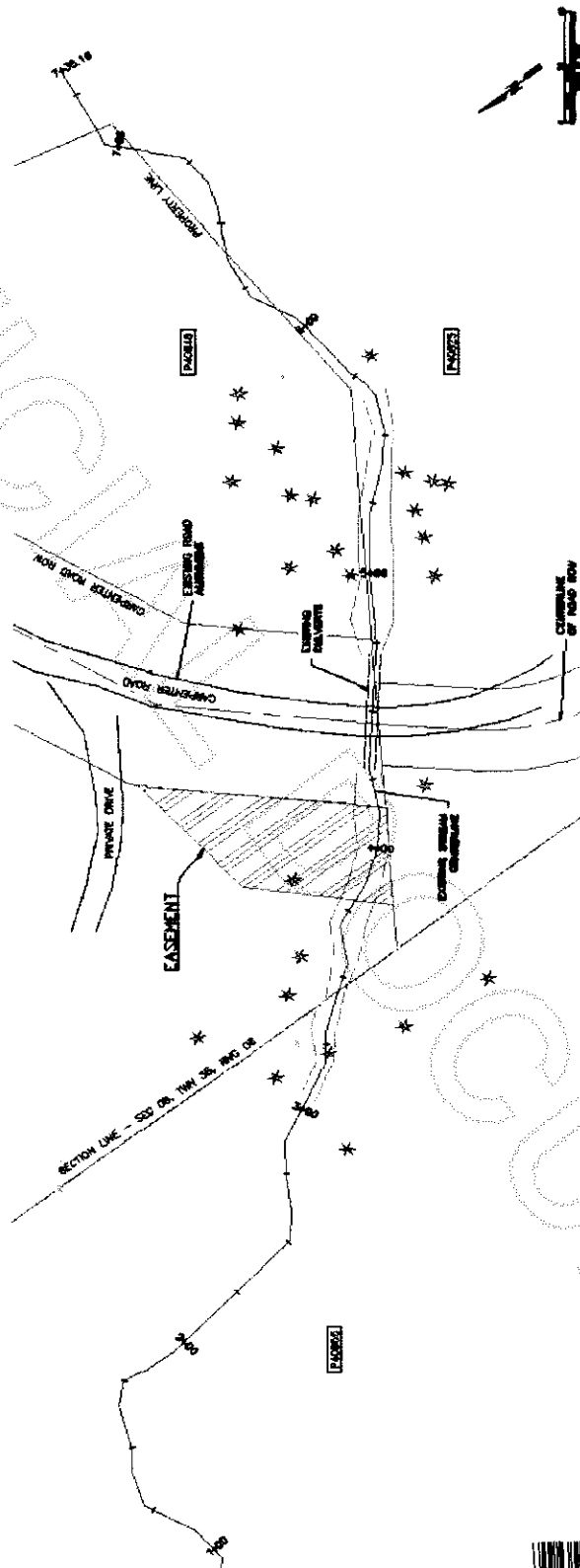
A tract of land lying in the Northeast Quarter of Section 8, Township 35 North, Range 6 East W.M., situate in the County of Skagit, State of Washington, described as follows:

**COMMENCING** at an existing three-fourths inch iron pipe with yellow plastic cap marked LS#8992 at the Northeast Section Corner of Section 8; **thence** North 88° 35' 26" West for a distance of 1010.07 feet to the centerline of Pipeline Road, a strip of county road 30 feet in width, 15 feet on each side of the following described line: commencing South 44° 47' 54" East for a distance of 254.08 feet, **thence** along the arc of the curve through a central angle of 69° 29' 37" a distance of 669.26 feet; **thence** South 24° 41' 43" West for a distance of 60.17 feet; **thence** leaving said centerline of Pipeline Road, North 15° 33' 42" West for a distance of 23.21 feet to the centerline of a private ingress and egress road and utility easement (currently named Carpenter Road) as described in the Five Acre Tracts Survey for Rolf Bruun, recorded January 18, 1977 in volume 249, page 497, a strip of land 30 feet in width, 15 feet on each side of the following described line of the Official Records less county road: commencing North 15° 33' 42" West for a distance of 83.62 feet to the beginning of a curve to the left with a radius of 270 feet; **thence** along the arc of the curve through a central angle of 63° 54' 45" a distance of 301.18 feet; **thence** North 79° 28' 27" West for a distance of 43.24 feet to the beginning of a curve to the left with a radius of 200 feet; **thence** along the arc of a curve through a central angle 27° 44' 18" a distance of 96.83 feet; **thence** South 72° 47' 15" West for a distance of 176.47 feet; **thence** South 79° 09' 07" West for a distance of 110.92 feet; **thence** South 74° 11' 17" West for a distance of 433.28 feet; **thence** along said centerline as described in the approved but unrecorded Short Plat 66-72 dated September 1972 and the approved but unrecorded Short Plat 22-73 dated April 1973, a strip of land 60 feet in width, 30 feet on each side of the following described line: commencing South 74° 11' 17" West for a distance of 37.00 feet; **thence** South 59° 59' 37" West for a distance of 174.52 feet to the beginning of a curve to the right with a radius of 90 feet; **thence** along the arc of the curve through a central angle of 48° 29' 35" a distance of 76.17 feet; **thence** North 71° 30' 48" West for a distance of 13.17 feet to the beginning of a curve to the left with a radius of 100 feet; **thence** along the arc of the curve through a central angle of 46° 40' 10" a distance of 81.45 feet; **thence** South 61° 49' 02" West for a distance of 123.40 feet; **thence** South 82° 58' 12" West for a distance of 90.47 feet; **thence** South 64° 35' 21" West for a distance of 160.05; **thence** South 40° 39' 01" West for a distance of 75.54 feet; **thence** North 57° 57' 49" West for a distance of 30.45 feet to the **TRUE POINT OF BEGINNING**. **Thence** North 57° 57' 49" West for a distance of 35.10 feet; **thence** North 43° 28' 54" East for a distance of 51.43 feet; **thence** North 82° 19' 24" East for a distance of 51.26 feet; **thence** South 41° 57' 16" West for a distance of 84.42 feet to the **TRUE POINT OF BEGINNING**.

Containing 0.05 acres.



**EXHIBIT "B"**  
**GRAPHIC DEPICTION OF TEMPORARY EASEMENT AREA**



201006240061  
Skagit County Auditor

**EXHIBIT "C"**  
**LEGAL DESCRIPTION OF GRANTOR'S PROPERTY**  
**Skagit County Assessor Tax Parcel No.: P40846**

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That portion of the Northeast  $\frac{1}{4}$  of Section 8, Township 35 North, Range 6, East, W.M., being more particularly described as follows:

Commencing at an existing iron pipe at the Northwest corner of said Northeast  $\frac{1}{4}$ , said pipe being North  $88^{\circ} 35'26''$  West from the Northeast corner of said Section 8; thence South  $1^{\circ} 53'54''$  East, along the West line of said Northeast  $\frac{1}{4}$ , 751.30 feet to the TRUE POINT OF BEGINNING; thence continue South  $1^{\circ} 53'54''$  East, along said West line, 298.29 feet; thence South  $59^{\circ} 16'04''$  East 202.23 feet; thence North  $85^{\circ} 41'51''$  East 125.00 feet; thence North  $11^{\circ} 36'44''$  East 191.27 feet; thence South  $82^{\circ} 58'12''$  West 21.11 feet; thence North  $11^{\circ} 36'44''$  East 202.89 feet to a point that is South  $88^{\circ} 39'34''$  East from the TRUE POINT OF BEGINNING; thence North  $88^{\circ} 39'34''$  West 365.85 feet to the TRUE POINT OF BEGINNING.

TOGETHER WITH a non-exclusive easement for ingress, egress and utilities over a strip of land 30 feet in width, the centerline of which is described as follows:

Commencing at an existing iron pipe at the Northwest corner of the Northeast  $\frac{1}{4}$  of Section 8, Township 35 North, Range 6 East, W.M., said pipe being North  $88^{\circ} 35'26''$  West from the Northeast corner of said Section 8; thence South  $1^{\circ} 53'54''$  East along the West line of said Northeast  $\frac{1}{4}$  for a distance of 1,049.59 feet; thence South  $59^{\circ} 16'04''$  East for a distance of 81.45 feet to the true point of beginning of said centerline; thence North  $40^{\circ} 39'01''$  East for a distance of 75.34 feet; thence North  $64^{\circ} 35'21''$  East for a distance of 160.03 feet; thence North  $82^{\circ} 58'12''$  East for a distance of 90.47 feet; thence North  $61^{\circ} 49'02''$  East for a distance of 123.40 feet to a point of curvature; thence along the arc of said curve to the right having a radius of 100.00 feet through a central angle of  $46^{\circ} 40'18''$ , for an arc distance of 81.45 feet to a point of tangency; thence South  $71^{\circ} 30'18''$  East for a distance of 13.12 feet to a point of curvature; thence along the arc of said curve to the left having a radius of 90.00 feet, through a central angle of  $48^{\circ} 29'35''$ , for an arc distance of 76.17 feet to a point of tangency; thence North  $59^{\circ} 59'37''$  East for a distance of 174.52 feet; thence North  $74^{\circ} 11'17''$  East for a distance of 470.28 feet; thence North  $79^{\circ} 09'07''$  East for a distance of 110.92 feet; thence North  $72^{\circ} 47'15''$  East for a distance of 176.47 feet to a point of curvature; thence along the arc of said curve to the right having a radius of 200.00 feet, through a central angle of  $27^{\circ} 44'18''$  for an arc distance of 96.83 feet to a point of tangency; thence South  $79^{\circ} 28'27''$  East for a distance of 43.24 feet to a point of curvature; thence along the arc of said curve to the right having a radius of 270.00 feet, through a central angle of  $63^{\circ} 51'45''$ , for an arc distance of 301.18 feet to a point of tangency; thence South  $15^{\circ} 33'42''$  East for a distance of 83.62 feet to the Western margin of the C.C.C. Road, (also known as the Pipe Line Road), and the terminus of said easement centerline.

AND ALSO a non-exclusive easement for ingress and egress and utilities, 30 feet in width, the centerline of which is also described as follows:

Beginning again at the true point of beginning of the above described easement; thence South  $40^{\circ} 39'01''$  West along said centerline for a distance of 32.64 feet to a point of curvature; thence along the arc of said curve to the left having a radius of 72.00 feet, through a central angle of  $104^{\circ} 57'00''$ , for an arc distance of 131.88 feet to a point of tangency; thence South  $64^{\circ} 17'59''$  East for a distance of 192.64 feet to a point of curvature; thence along the arc of said curve to the right having a radius of 80.00 feet, through a central angle of  $66^{\circ} 03'55''$ , for an arc distance of 92.25 feet to a point of tangency; thence South  $1^{\circ} 45'56''$  West for a distance of 519.07 feet to a point of curvature; thence along the arc of said curve to the left having a radius of 80.00 feet, through a central angle of  $02^{\circ} 10'54''$ , for an arc distance of 114.75 feet to a point of tangency said point to be hereinafter



**EXHIBIT "C"**  
**LEGAL DESCRIPTION OF GRANTOR'S PROPERTY**  
**Skagit County Assessor Tax Parcel No.: P40846**

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referred to as Point "B"; thence South 80° 24'58" East for a distance of 1,218.25 feet to an intersection with the Westerly margin of the C.C.C. Road, (also known as the Pipe Line Road), which is the terminus of said easement, said point also to be hereinafter referred to as Point "C";

AND ALSO a non-exclusive easement for ingress and egress and utilities which is described as follows:

Commencing at before mentioned Point "B"; thence South 9° 35'02" West for a distance of 15.00 feet to the Southerly margin of the above described easement and the true point of beginning of this easement description; thence North 80° 24'58" West for a distance of 67.71 feet; thence North 1° 45'56" East to an intersection with the Southerly margin of the above described 30 foot easement; thence Southeasterly along said Southerly margin to the true point of beginning.

AND ALSO a non-exclusive easement for ingress and egress and utilities described as follows:

Commencing at before mentioned Point "C"; thence South 9° 26'58" East along said Westerly margin of C.C.C. Road for a distance of 15.87 feet to the Southeasterly corner of the above described 30 foot wide easement, said corner being the true point of beginning for this description; thence North 80° 24'58" West along the Southerly margin of the above described easement for a distance of 508.27 feet; thence South 53° 58'28" East for a distance of 72.50 feet to an intersection with a line which is 30.00 feet South of as measured at right angles from said Southerly margin of the above described easement; thence South 80° 24'58" East along a parallel line for a distance of 452.62 feet to the Westerly margin of said C.C.C. Road (also known as the Pipe Line Road); thence North 9° 26'58" West along said Westerly margin for a distance of 31.73 feet to the true point of beginning.

Situate in the County of Skagit, State of Washington.

