



201103080078  
Skagit County Auditor

3/8/2011 Page 1 of 6 3:35PM

**When Recorded Return to:**

**AFTER RECORDING MAIL TO:**  
Skagit County  
Public Works Department  
1800 Continental Place  
Mount Vernon, WA 98273

LAND TITLE OF SKAGIT COUNTY

135920.3

**TEMPORARY CONSTRUCTION EASEMENT**

SKAGIT COUNTY  
Contract # C20110047  
Page 1 of 8

Grantor(s): Johnson, William Lee and Rita J.

Grantee: Skagit County

Abbreviated Legal Description: Ptn of Tr C Survey 8510170050 P<sub>th</sub> N W 1/4 NE 1/4  
Assessor's Property Tax Parcel Account Number(s): 340432-1-024-0503 <sup>82-24-4 E W M.</sup>  
Anderson Laventure Road Extension (Cedardale Road to Blodgett Road) Project  
Project Parcel#P29500

THIS INSTRUMENT is made this 4<sup>th</sup> day of February, 2011, by and between William Lee Johnson and Rita J. Johnson, who acquired title as Rita A. Johnson, husband and wife, hereinafter called the "Grantor", and the Skagit County, a Municipal Corporation, hereinafter called the "Grantee".

**WITNESSETH:**

1) Grant of Easement. The Grantor, for and in consideration of the public good and other valuable consideration, does by these presents, convey and warrant unto the Grantee a temporary construction easement (the "Easement") for access over, through, across and upon the following described real estate (the "Easement Area") situated in the County of Skagit, State of Washington, for the placement of personnel and equipment for construction of public street improvements with necessary appurtenances, including placement of public and private utilities, within the adjoining public right of way:

**Per Exhibit A and as depicted in Exhibit B attached hereto and by this reference made a part hereof.**

2) Purpose of Easement. The Grantee, its contractors, agents, and permittees, shall have the right at such times as may be necessary, to enter upon the Easement Area, including entry into private improvements located in the Easement

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

*Easement*  
MAR 08 2011

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

Area for the purpose of constructing, maintaining, repairing, altering or reconstructing said street improvements, or making any connections therewith, including utility connections. Grantee shall have the right to re-grade slopes and/or make cuts and fills to match street grade. In the event, Grantee's utility connection work requires access to property in addition to the Easement Area, Grantee shall have the right to enter into such additional property and such entry shall be governed by the terms of this easement. Grantee's rights to use the Easement Area shall be exclusive at such times and for such duration as Grantee's construction requires, in Grantee's discretion.

The rights herein granted shall include all incidental rights, including but not limited to, right of ingress and egress necessary to properly perform the work indicated for construction of the project. Grantee and those entitled to exercise the rights granted herein shall exercise all due diligence in their activities upon the property, and Grantee does hereby agree to indemnify and hold harmless the Grantor against and from any and all liability for losses, damages and expenses on account of damage to property or injury to persons resulting from or arising out of the rights herein granted to Grantee and/or its contractors, employees, agents, successors or assigns.

3) Improvements. All street improvements shall be constructed entirely within the public right of way. In the event private improvements in the Easement Area are disturbed or damaged by Grantee's use of the Easement, on or before the end of the Term, they shall be restored or replaced in as good a condition as they were immediately before Grantee entered the Easement Area. During the Term, Grantee may on an interim basis, restore the Easement Area to a reasonably safe and convenient condition.

4) Grantor's Right to Use Easement Area. Except for those times when Grantee is making exclusive use of the Easement Area, the Grantor shall retain the right to use and enjoy the Easement Area, including the right to use existing private improvements located in the Easement Area so long as such use does not interfere with Grantee's construction of the public improvements described in this Easement.

5) Term of Easement. Grantee shall provide fourteen (14) days written notice to the Grantor prior to commencement of construction. The term of this Easement is twelve (12) months (the "Term"). The Term shall commence upon the issuance of the fourteen (14) day written notice to the Grantor. Grantee's construction within the easement area shall remain in force until completion of construction and restoration of the property. This Easement may be extended by mutual written consent of the Grantor and Grantee.

6) Payment for Easement. Grantee shall pay Grantor Three Thousand Fifty and 00/100ths Dollars (\$3,050.00).

7) Binding Effect. The Easement granted hereby is solely for the benefit of Grantee, and is personal to Grantee, its successors in interest and assigns. Grantee



shall have the right to permit third parties to enter upon the Easement Area to accomplish the purposes described herein, provided that all such parties abide by the terms of this Easement. During the term of the Easement as set forth in paragraph 5, the Easement granted hereby, and the duties, restrictions, limitations and obligations herein created, shall run with the land, shall burden the Easement Area and shall be binding upon the Grantor and its respective successors, assigns, mortgagees and sublessees and each and every person who shall at any time have a fee, leasehold, mortgage or other interest in any part of the Easement Area.

8) Notification: Should the undersigned owner (Grantor), sell the property described herein, Grantor shall promptly disclose and notify the buyer of this agreement.

Dated this 6 day of January, 2011.

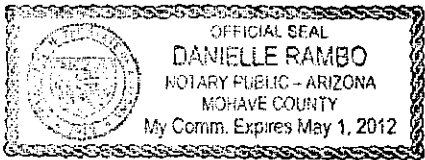
William Lee Johnson  
William Lee Johnson

Rita J. Johnson  
Rita J. Johnson

STATE OF <sup>Arizona</sup> WASHINGTON }  
County of Mohave } **SS.**

I certify that I know or have satisfactory evidence that William Lee Johnson and Rita J. Johnson (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 this instrument.

DATED: 1/6/11



Danielle Rambo  
Name (typed or printed): Danielle Rambo  
NOTARY PUBLIC in and for the State of ~~Washington~~ Arizona  
Residing at 77 Mohave, AZ  
My appointment expires: May 1, 2012

**APPROVED as to form only:**  
[Signature]  
County Attorney

**Accepted By:**  
[Signature]  
Printed Name: Tim Holloran  
Its: County Administrator  
Date 2-4-2011



DATED this 4 day of February, 2011.

**BOARD OF COUNTY COMMISSIONERS  
SKAGIT COUNTY, WASHINGTON**

~~\_\_\_\_\_  
Ron Wesen, Chairman~~

~~\_\_\_\_\_  
Kenneth A. Dahlstedt, Commissioner~~

~~\_\_\_\_\_  
Sharon D. Dillon, Commissioner~~

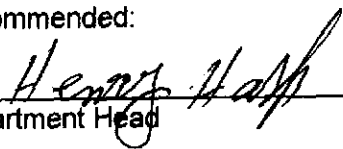
Attest:

\_\_\_\_\_  
Clerk of the Board

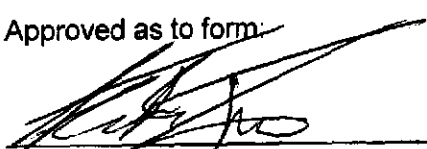
Authorization per Resolution R20050224

  
\_\_\_\_\_  
County Administrator

Recommended:

  
\_\_\_\_\_  
Department Head

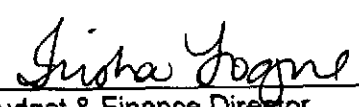
Approved as to form:

  
\_\_\_\_\_  
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

  
\_\_\_\_\_  
Risk Manager

Approved as to budget:

  
\_\_\_\_\_  
Budget & Finance Director



201103080078

Skagit County Auditor

EXHIBIT "A"

P29500

Temporary Construction Easement

Easement Description

All that portion of that parcel of land as described in Statutory Warranty Deed Recorded under Auditor's File Number 9510040043, Records of Skagit County, State of Washington, lying northerly and westerly of the following described line:

Beginning at a point 77.36 feet right of Highway Engineer's Station (hereinafter referred to as HES) 27+39.88 on the Anderson/LaVenture Road (Cedardale Rd. to Blackburn Rd.) Right of Way and Easement Plan when measured at right angles from Anderson/LaVenture centerline said point being on the East line of said Parcel; thence southwesterly, parallel with and 35.00 feet southeasterly of when measured at right angles to, the centerline of Maddox Creek as surveyed on May 6, 2010, the following courses:

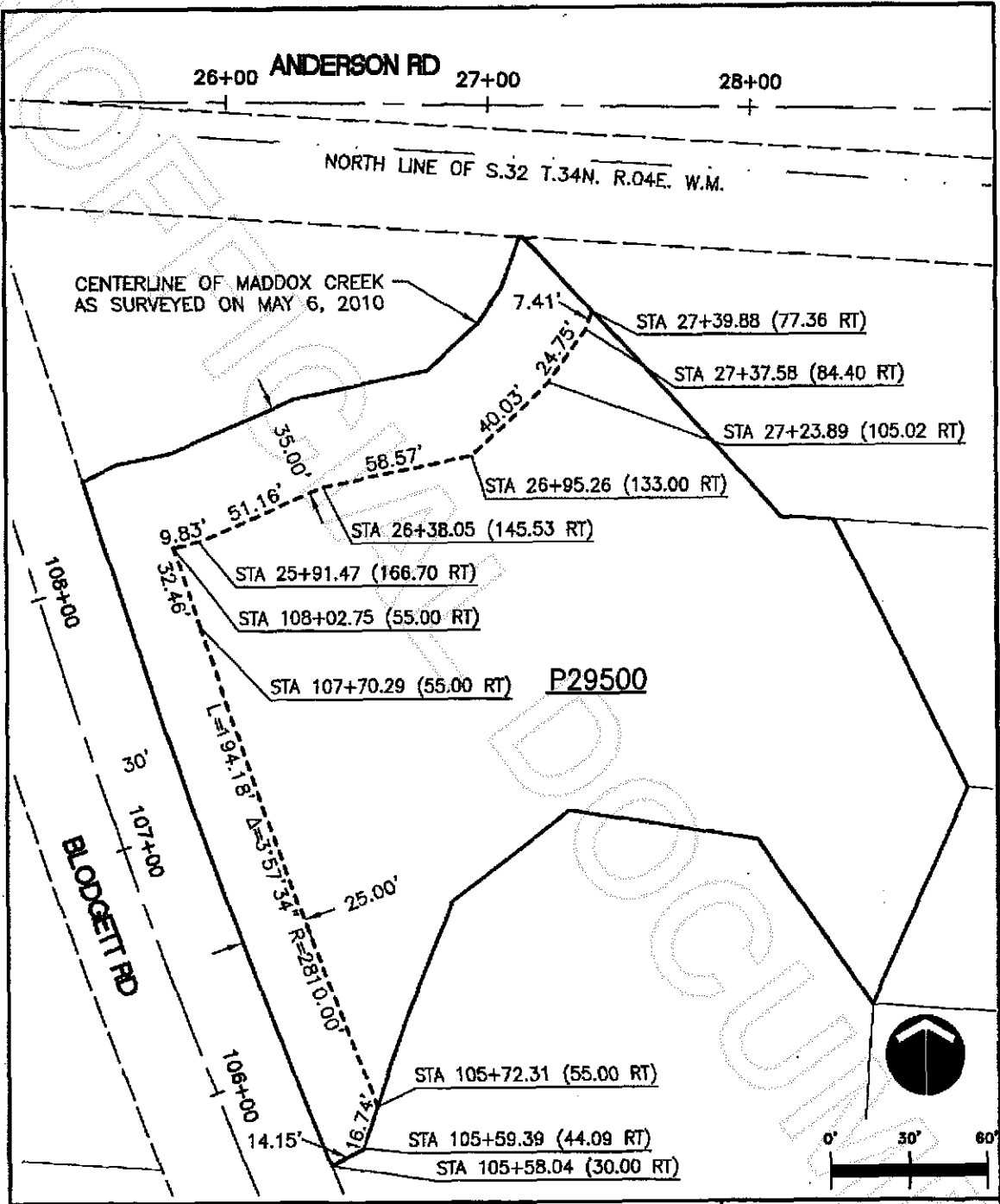
southwesterly, 7.41 feet to a point 84.40 right of HES 27+37.58;  
thence southwesterly, 24.75 feet to a point 105.02 right of HES 27+23.89;  
thence southwesterly, 40.03 feet to a point 133.00 right of HES 26+95.26;  
thence southwesterly, 58.57 feet to a point 145.53 right of HES 26+38.05;  
thence southwesterly, 51.16 feet to a point 166.70 right of HES 25+91.47;  
thence southwesterly, 9.83 feet to a point 55.00 feet right of HES 108+02.75 when measured at right angles from Blodgett Road centerline of said plan;  
thence leaving said line parallel to Maddox Creek, southeasterly, parallel with and 25.00 feet northeasterly of when measured at right angles to, the easterly margin of Blodgett Road, 32.46 feet to a point 55.00 feet right of 107+70.29, said point being a point of curvature of a 2,810.00 foot radius curve left; thence along the arc of said curve southeasterly through a central angle of 3°57'34", a distance of 194.18 feet to a point 55.00 feet right of HES 105+72.31, said point being on the South line of said Parcel; thence leaving said line parallel with said Blodgett Road southwesterly along said South parcel line, 16.74 feet to a point 44.09 feet right of HES 105+59.39; thence continuing along said South line southwesterly, 14.15 feet to a point 30.00 feet right of HES 105+58.04, said point also being the most southwesterly corner of said Parcel and the terminus of herein described line.

Containing 11,404 square feet, more or less.



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Skagit County Auditor



**EXHIBIT B**  
**PROPERTY I.D. NUMBER: P29500**  
**TEMPORARY CONSTRUCTION EASEMENT**  
 Portion of Sec. 32, T.34 N., R.04 E., W.M.  
 SKAGIT County, Washington



10250 NE Potlatch Drive  
 Suite 400  
 Richland, Washington 99353  
 Phone: (509) 622-4444  
 FAX: (509) 627-6577  
 Internet: WWW.otak.com

*Incorporated*



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 Skagit County Auditor