

Recording Requested By And
When Recorded Mail To:

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



201103100103

Skagit County Auditor

3/10/2011 Page 1 of 7 12:50PM

DOCUMENT TITLE: TEMPORARY CONSTRUCTION EASEMENT

SKAGIT COUNTY
Contract # C20110089
Page 1 of 7

REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*

GRANTOR(S): *Whispering Firs @ Alger, LLC, a Washington limited liability corporation.*

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

ABBREVIATED LEGAL DESCRIPTION: A temporary construction easement located within a portion of Lots 1 and 2, Block 5, "Plat of Alger, Skagit County, Washington," as per plat recorded in Volume 4 of plats, page 9, records of Skagit County, Washington (Complete LEGAL DESCRIPTION provided at *Exhibit "C"*).

ASSESSOR'S TAX / PARCEL NUMBER(S): P70389 (XrefID: 4042-005-001-0000)

TEMPORARY CONSTRUCTION EASEMENT

The undersigned, **Whispering Firs @ Alger, LLC, a Washington limited liability corporation** ("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 Alger Intersection 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 the construction of the Alger Intersection Project, including, but not limited to, realigning the east leg of the intersection to match the alignment with the west leg, installing a 4-way stop control in addition to centerline

and shoulder curbing and striping to calm traffic, and defining and limit the access points at the four quadrants of the intersection 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 Alger Intersection Project. Grantors shall not have the right to exclude Grantee, Grantee's employees, agents, contractors, or other third parties from the Temporary Easement. Grantors 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. Grantors 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.

Easement
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

MAR 10 2011



201103100103
Skagit County Auditor

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

DATED this 11 day of February, 2011.

GRANTOR:

**Whispering Firs @ Alger, LLC,
A Washington Limited Liability Corporation:**

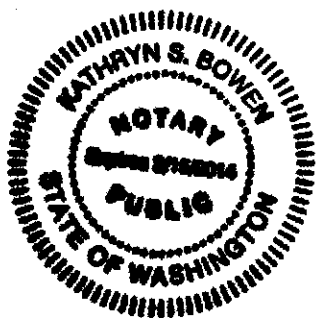
By: Karen Neufeld
Print Name: KAREN NEUFELD
Title: owner

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that Karen Neufeld, as the owner of Whispering Firs @ Alger, LLC is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was duly authorized to execute this instrument and executed the forgoing instrument as his/her free and voluntary act for the uses and purposes herein mentioned.

DATED this 11 day of February, 2011.

(SEAL)



Kathryn Bowen
Notary Public
Print name: Kathryn S. Bowen
Residing at: Mount Vernon
My appointment expires: 3.15.14



DATED this 9 day of March, 2011.

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

Ron Wesen, Chairman

Kenneth A. Dahlstedt, Commissioner

Sharon D. Dillon, Commissioner

Attest:

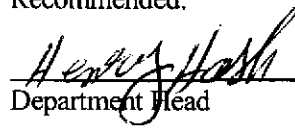
Clerk of the Board

Authorization per Resolution R20050224



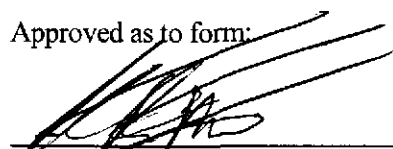
County Administrator

Recommended:



Department Head

Approved as to form:




Civil Deputy Prosecuting Attorney

Approved as to indemnification:



Risk Manager

Approved as to budget:



Budget & Finance Director



EXHIBIT "A"
TEMPORARY EASEMENT LEGAL DESCRIPTION

A tract of land lying in the Southeast Quarter of Section 7, Township 36 North, Range 4 East W.M., situate in the County of Skagit, State of Washington, described as follows:

The Southeasterly 10 feet of Parcel located on Lot 1 and 2, Block 5, "Plat of Alger, Skagit County, Washington,"

Containing 0.04 acres.



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EXHIBIT "B"
GRAPHIC DEPICTION OF TEMPORARY EASEMENT AREA

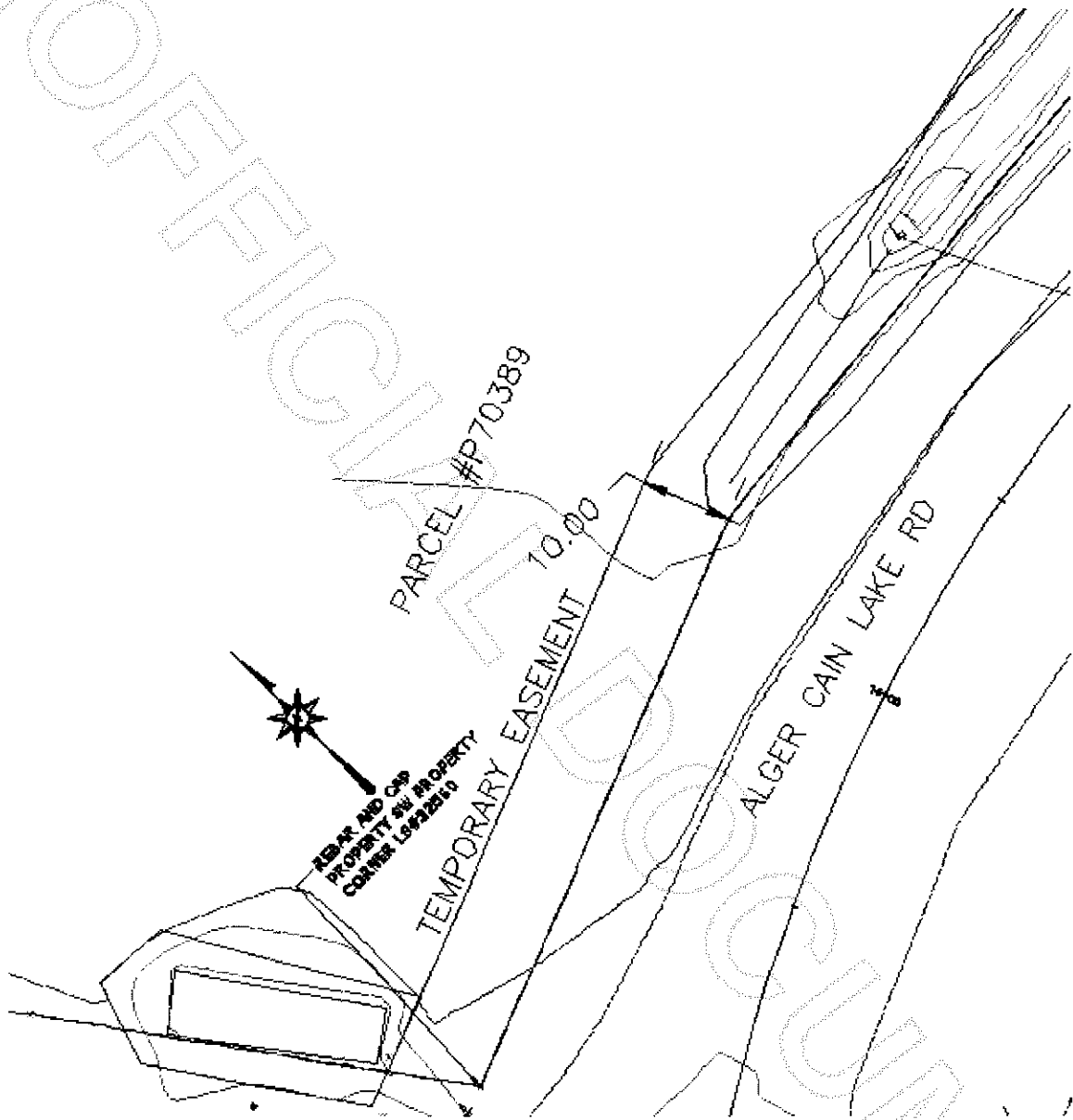


EXHIBIT "C"



LEGAL DESCRIPTION OF GRANTOR'S PROPERTY
Skagit County Assessor Tax Parcel No.: P70389

Lots 1 and 2, Block 5, "PLAT OF ALGER, SKAGIT COUNTY, WASHINGTON", as per plat recorded in Volume 4 of Plats, page 9, records of Skagit County, Washington.

EXCEPT roads; and

EXCEPT those portions of Lots 1 and 2, Block 5, "PLAT OF ALGER, SKAGIT COUNTY, WASHINGTON", as per plat recorded in Volume 4 of Plats, page 9, records of Skagit County, described as follows:

Beginning at the Southeast corner of said Lot 2; thence Northwesterly along the East line of said Lot to the Northeast corner thereof; thence West along the North line of said Lot 301.5 feet; thence at right angles Southerly to the North line of Park Road, as shown on the above plat; thence East along the North line of Park Road to the place of beginning.

TOGETHER WITH that portion of vacated Park Road as vacated by Commissioner's Order No. 3084, adjacent thereto.

