

Recording Requested by, and  
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Skagit County  
Public Works Department  
Attn: Torey Nelson  
1800 Continental Place  
Mount Vernon, Washington 98273



201106160130

Skagit County Auditor

6/16/2011 Page

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8 3:54PM

DOCUMENT TITLE: **TEMPORARY ACCESS EASEMENT**

SKAGIT COUNTY  
Contract # C20110284  
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REFERENCE NUMBER OF RELATED DOCUMENT: C20100347

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

GRANTEE(S): **Michael A. Hawkings and Kathi A. Hawkings**, husband and wife

ASSESSOR'S TAX / PARCEL NUMBER(S): P43502 (XrefID: 350807-2-004-0006)  
P43499 (XrefID: 350807-2-001-0009)

ABBREVIATED LEGAL DESCRIPTION:

P43502 - (0.1800 ac) S7 T35 R8 TRACT IN SE1/4 OF NW1/4 GRAVEL PIT .18 ACRES

P43499 - (37.6700 ac) NE1/4 NW1/4 LESS RD & RLY RW, situate in the County of Skagit,  
State of Washington.

**TEMPORARY ACCESS EASEMENT**

The undersigned, **Skagit County**, a political subdivision of the State of Washington ("Grantor"), for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, hereby grants to **Michael A. Hawkings and Kathi A. Hawkings**, husband and wife ("Grantees"), a temporary, non-exclusive, revocable access easement ("Temporary Easement"), as provided herein. Grantor and Grantees 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, non-exclusive, revocable access easement for the benefit of Grantees, and Grantees' 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 access route to an adjacent property owned by Grantees (commonly described as Skagit County Assessor's Tax Parcel No. P43452) including the right of ingress and egress with all necessary and lawful equipment through a designated portion of Grantor's Property legal

JUN 16 2011

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

description for the Grantor's Property is attached hereto as *Exhibit "C"*, and is hereby incorporated by reference.

**2. Use of Easement.** The Grantees, Grantees' employees, agents, and contractors, shall have the right, upon providing reasonable notice Grantor, and at reasonable times (as determined by Grantor), 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 temporary access to the adjacent property owned by Grantees, subject to the terms of this Temporary Easement. Grantees shall not have the right to exclude Grantor or third parties the Temporary Easement area or from the Grantor's Property. Grantees shall not interfere with the Grantor's use of the Grantor's Property whatsoever. Grantees accept use of the Temporary Easement area on Grantor's property "as is", without any representations or warranties from Grantor whatsoever (express or implied).

**2.1** Grantees agree to be responsible and liable for any damages or impact to Grantor's Property arising from Grantees use of the Temporary Easement, and upon the request of Grantor, the Grantees will repair and restore the Grantor's Property to a substantially similar condition as existed before Grantees or Grantees' employees, agents, or representatives entered onto the Grantor's Property for the purposes described in this Temporary Easement.

**2.2** Grantees shall identify and mark any and all trees within the Temporary Easement that require removal for the construction of the access road within the Temporary Easement area. The access road alignment and all marked trees shall be approved by the Grantor prior to any construction activity within the Temporary Easement area. Grantees agree that any and all trees removed within the described Temporary Easement area are and shall remain the property of the Grantor, and shall be cut, hauled, and placed by Grantees (at no cost to Grantor) to a pre-determined site on Grantor's Property, for future use by Grantor.

**3. Hold Harmless, Defense, & Indemnification.** The Grantees hereby unconditionally releases and forever discharges and holds harmless the Grantor (including the Grantor's elected officials, employees, volunteers, officers, and/or agents in both their official and individual capacities) from any and all past, present, and/or future claims, counterclaims, demands, judgments, debts, costs, liabilities, expenses, suits, and proceedings of any kind and nature, as arising from and/or related to the use of the Temporary Easement area on Grantor's Property. The Grantees agree to be responsible for and assume liability for Grantees own wrongful and/or negligent acts or omissions or those of his/her/its officials, officers, agents, or employees to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the Grantor harmless from any such liability. It is further provided that no liability shall attach to the Grantor by reason of entering into this Temporary Easement except as expressly provided herein. To the maximum extent allowed by law, the Grantees hereby releases and holds harmless the Grantor for any liability and/or damages arising from and/or related to the Grantor's duties and obligations pursuant to the terms of this Temporary Easement.

**4. Termination of Temporary Easement.** This Temporary Easement shall expire and terminate at such time as the Grantees has completed the project or activity necessitating the use of the Temporary Easement, as described hereinabove or on October 31, 2011 whichever occurs sooner. Completion of such project or activity shall be made at the sole discretion of Grantor. Grantor also reserves the right to revoke and terminate this Temporary Easement at any time and for any reason by providing twenty four (24) hours written notice to Grantees, without liability to or recourse from Grantees. The terms of Section 3. of this Temporary



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Easement shall survive any expiration of this Temporary Easement and/or any termination or revocation of this Temporary Easement by the County, and shall continue in full force and effect.

**5. 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.

**6. Compliance with Laws and Permits.** Grantees shall comply with all applicable federal, state, and local laws, rules, and regulations, and any applicable permits, in using the Temporary Easement, and shall be solely and separately liable and responsible for any non-compliance with any applicable federal, state, and local laws, rules, regulations, and permits.

**7. Other Terms** (Modifications; Neutral Authorship; Captions & Counterparts; Entire Agreement). This Temporary Easement may be changed, modified, amended or waived only by subsequent written agreement, duly executed by the parties hereto. Waiver or breach of any term or condition of this Temporary Easement shall not be considered a waiver of any prior or subsequent breach. In the event any term or condition of this Temporary Easement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Temporary Easement which can be given effect without the invalid term, condition, or application. To this extent and end the terms and conditions of this Temporary Easement are declared severable. Each of the terms and provisions of this Temporary Easement have been reviewed and negotiated, and represents the combined work product of the parties hereto. No presumption or other rules of construction which would interpret the provisions of this Temporary Easement in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Temporary Easement. The parties represent that they have had a full and fair opportunity to seek legal advice with respect to the terms of this Temporary Easement and have either done so, or have voluntarily chosen not to do so. Skagit County does not represent Grantees. The parties represent and warrant that they have fully read this Temporary Easement, that they understand its meaning and effect, and that they enter into this Temporary Easement with full knowledge of its terms. The parties have entered into this Temporary Easement without duress or undue influence. The captions in this Temporary Easement are for convenience and reference only and do not define, limit, or describe the scope or intent of this Temporary Easement. This Temporary Easement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. This Temporary Easement contains all the terms and conditions mutually agreed upon by the parties. This Temporary Easement supersedes any prior oral statements, discussions, and/or understandings between the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Temporary Easement shall be deemed to exist or to bind any of the parties hereto.



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GRANTEE(S):

DATED this 7<sup>th</sup> day of June, 2011.

  
MICHAEL A. HAWKINGS

DATED this 7<sup>th</sup> day of June, 2011.

  
KATHI A. HAWKINGS

STATE OF WASHINGTON }  
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that Michael A. Hawkings and Kathi A. Hawkings, husband and wife, 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 7<sup>th</sup> day of June, 2011

(SEAL)



  
Notary Public  
Print name: Alicia V. Alsos  
Residing at: BEUINGHAM, WA  
My commission expires: 11-29-2013



**GRANTOR:**

DATED this 14 day of June, 2011.

**SKAGIT COUNTY**

By: [Signature]  
Tim Holloran, County Administrator  
(per Resolution No.: R20050224).

**Recommended:**

By: [Signature]  
Henry Hash  
Public Works Director

By: [Signature] 4/10/2011  
Billie Kadrmas  
Risk Manager

By: [Signature]  
Trisha Logue, CPA  
Budget/Finance Director

**Approved as to Form:**

By: [Signature] 6/18/11  
Stephen R. Fallquist, Deputy Prosecuting Attorney

STATE OF WASHINGTON }  
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that Tim Holloran 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 to execute the instrument and acknowledged it as County Administrator of Skagit County, to be the free and voluntary act for the uses and purposes herein mentioned.

DATED this 14 day of June, 2011.

(SEAL)



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



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**EXHIBIT "A"**

**TEMPORARY ACCESS EASEMENT LEGAL DESCRIPTION**

A 20 foot wide easement stretching across Skagit County property described as followed:

**Beginning at** the edge of a portion of right-of-way known as Challenger Road, located in the NW ¼ of the SE ¼ of the NW ¼ of S7 T35N R08E, W.M.; thence continuing in a northwesterly direction to the northeasterly property corner of Parcel 43502; thence continuing in a northwesterly direction into the SW ¼ of the NE ¼ of the NW ¼ of S7 T35N R08E, W.M.; thence turning left in a westerly direction and terminating at the westerly property line of Parcel 43499.

Situate in the County of Skagit, State of Washington.



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



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EXHIBIT "C"  
LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

Skagit County Assessor Tax Parcel No.: P43502

A tract of land situate in the northeast quarter of Section 7 Township 35 North Range 8 East W.M., more particularly described as follows: Beginning at a point which bears S. 65° 00' W., distant 1471.08 feet, from the Northeast corner of said Section 7, and which point is in the centerline of Challenger Road #77; thence S. 32° 45' W., a distance of 100 feet; thence S. 57° 15' W., a distance of 222 feet; thence on a curve to the right, having a radius of 287.94 feet, a distance of 175.04 feet; thence S. 21° 57' W., a distance of 100 feet, to a point in centerline of above mentioned road; thence southeasterly and northeasterly along said centerline to place of beginning. Said tract of land contains, excluding that portion embraced within the right of way lines of Challenger Road No. 77, 1 18/100 acres, more or less.

Bearings are referred to the centerline of the Great Northern Railway at its intersection with the East line of Sec. 7 Twp. 35 N.R. 8 E.W.M., which centerline bears S. 23° 25' W.

Skagit County Assessor Tax Parcel No.: P43499

which said tract is the property of Skagit County and which is particularly described as follows, to-wit: NW $\frac{1}{4}$  of NW $\frac{1}{4}$  and SW $\frac{1}{4}$  of NW $\frac{1}{4}$  in Section 27, Township 35 North, Range 6 East W. M. less the following described property: A strip of land in the NW $\frac{1}{4}$  of Section 27, Township 35 North, Range 6 East N. M., 100 feet in width being 50 feet on each side of a center line of a road survey as now staked and more particularly described as follows: Beginning at Survey Station 19 / 22.1 which is a point 872.1 feet N of the NW corner of said Section 27, thence S 38° 46' W for a distance of 51.4 feet thence along a curve to the left with a radius of 193.19 feet for a distance of 108.9 feet, thence S 6° 06' W for a distance of 88.6 feet, thence along a curve to the left with a radius of 193.19 feet for a distance of 93.6 feet thence S 21° 58' E for a distance of 26.4 feet, thence along a curve to the right with a radius of 193.19 feet for a distance of 64.9 feet, thence S 2° 30' E for a distance of 85.1 feet, thence along a curve to the left with a radius of 287.94 feet for a distance of 58.3 feet thence S 14° 10' E for a distance of 282.7 feet, thence along a curve to the right with a radius of 573.69 feet for a distance of 55.3 feet, thence S 8° 38' E for a distance of 104.7 feet, thence along a curve to the right with a radius of 287.94 feet for a distance of 77 feet thence S 6° 46' W for a distance of 41 feet, thence along a curve to the right with a radius of 287.94 feet for a distance of 70.7 feet, thence S 20° 54' W for a distance of 139.3 feet, thence along a curve to the right with a radius of 287.94 feet for a distance of 54.7 feet thence S 31° 50' W for a distance of 392.3 feet, thence along a curve to the right with a radius of 287.94 feet for a distance of 80.5 feet, thence S 47° 56' W for a distance of 589.5 feet, thence along a curve to the left with a radius of 287.94 feet for a distance of 143.5 feet, thence S 19° 14' W for a distance of 198.1 feet to survey station 47 / 28.6 which is a point 220.1 feet N of the 1/4 corner between Sections 27 and 28, Township 35 North, Range 6 East W. M. and containing 6.44 acres more or less

NE $\frac{1}{4}$  of NW $\frac{1}{4}$ , less road and railway right-of-way, in Section 7, Township 35 North, Range 8 East N. M.

The East 25 feet of NE $\frac{1}{4}$  of SE $\frac{1}{4}$  of Section 9, Township 35 North, Range 8 East N. M. except that portion lying in C. W. Griests Plat of Gramere as recorded in Vol. 3 of Plats Page 94, records of Skagit County.

