

Recording Requested By And  
When Recorded Mail To:

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



201106210078  
Skagit County Auditor

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SKAGIT COUNTY  
Contract # C20110292  
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**DOCUMENT TITLE: TEMPORARY CONSTRUCTION EASEMENT**

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

**GRANTOR(S): DeVries Dairy, L.P., a Washington limited partnership**

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

**ABBREVIATED LEGAL DESCRIPTION:** A temporary construction easement located within a portion of the Northeast Quarter of the Southeast Quarter of Section 3, Township 34 North, Range 4 East, W.M., Skagit County, Washington," (Complete LEGAL DESCRIPTION provided at Exhibit "A").

**ASSESSOR'S TAX / PARCEL NUMBER(S):** P 23472 (XrefID: 340403-4-001-0004)

### **TEMPORARY CONSTRUCTION EASEMENT**

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The undersigned, **DeVries Dairy, L.P., a Washington limited partnership** ("Grantor"), for mutual benefits, 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 Francis Road Realignment 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 the

construction of the Francis Road Realignment Project including reconstruction of Francis Road and realignment of the western curve to achieve a safer curve.

**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 Francis Road Realignment Project. 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.

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

JUN 21 2011

Amount Paid \$  
Skagit Co. Treasurer  
By Deputy

MG



201106210078

Skagit County Auditor

GRANTOR:

DEVRIES DAIRY, L.P.

By: Fred DeVries

Its: Partner/owner

STATE OF WASHINGTON

COUNTY OF SKAGIT

ss.

I certify that I know or have satisfactory evidence that Fred DeVries is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the General Partner of the DEVRIES DAIRY L.P., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 10 day of June, 2011.



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

DATED this 21 day of June, 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 20050224

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

Recommended:

Henry Hark  
Department Head

Approved as to form:

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

Approved as to indemnification:

Brenee Kadamas 6/21/2011  
Risk Manager

Approved as to budget:

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



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**EXHIBIT "A"**

**LEGAL DESCRIPTION FOR FRANCIS ROAD REALIGNMENT PROJECT**

**TEMPORARY CONSTRUCTION EASEMENT P23472**

**TAKE NO. 3-79000-5**

A portion of land in the Northeast Quarter of the Southeast Quarter of Section 3, Township 34 North, Range 4 East W.M., situate in the County of Skagit, State of Washington, described as follows:

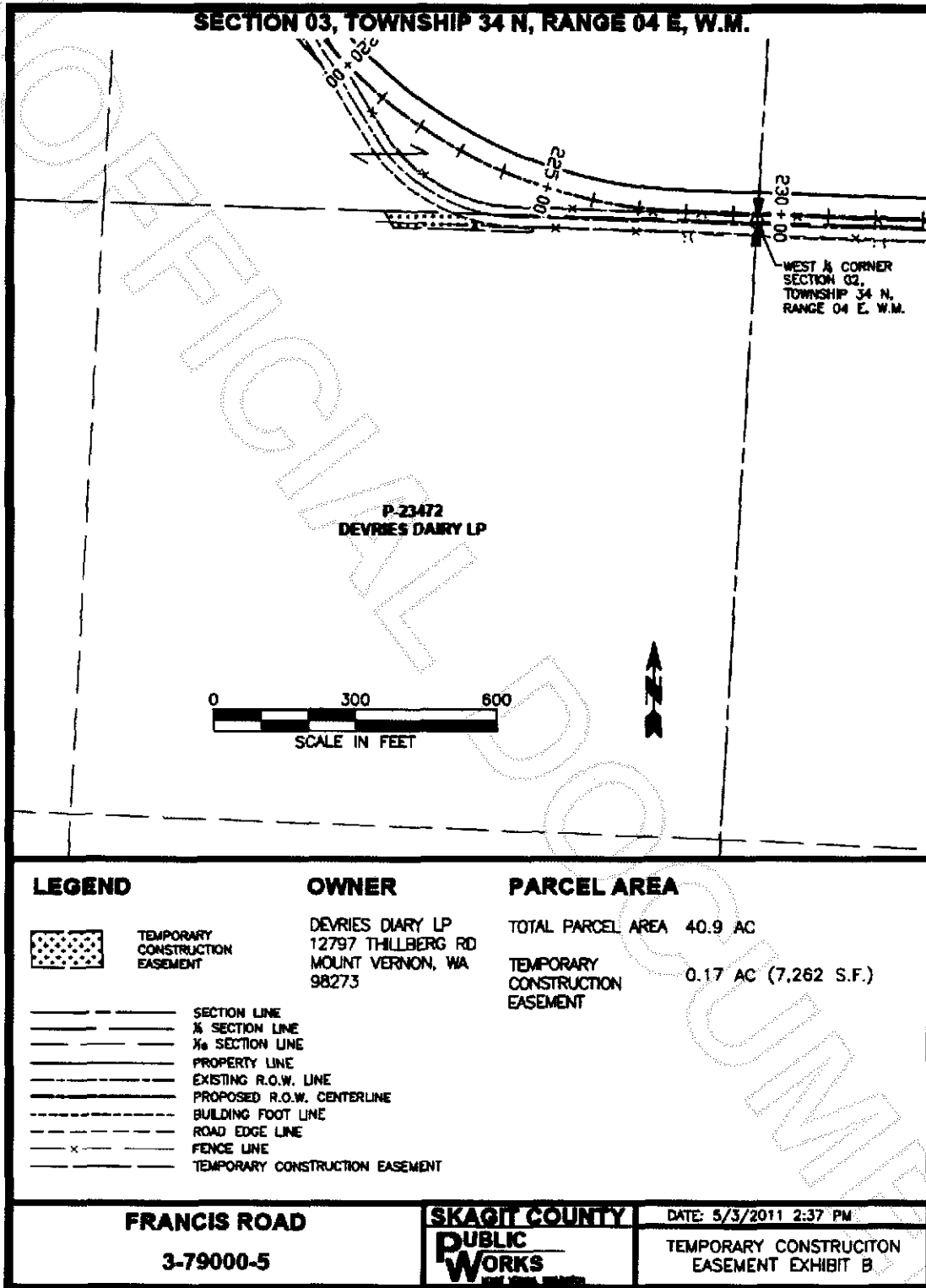
**COMMENCING** at the Southeast Section Corner of Section 3; thence North 3° 19' 39" East for a distance of 2602.19 feet to the East Quarter Corner of Section 3; thence North 88° 16' 34" West along the Quarter Section Line of Section 3 for a distance of 646.30 feet to the **TRUE POINT OF BEGINNING**. Thence North 88° 16' 34" West for a distance of 143.68 feet; thence South 32° 11' 04" East for a distance of 40.80 feet; thence South 88° 11' 32" East for a distance of 293.26 feet; thence North 1° 47' 54" East for a distance of 10.00 feet; thence North 88° 11' 27" West for a distance of 39.73 feet to the beginning of a curve; thence along a curve to the right with an arc length of 135.55 feet, a radius of 378.10 feet, a central angle of 20° 32' 26", a chord bearing of North 77° 55' 14" West, a chord distance of 134.82 feet to the **TRUE POINT OF BEGINNING**.

Containing 0.17 acres.

**SUBJECT TO and TOGETHER WITH** easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.



# EXHIBIT "B"



**EXHIBIT "C"**

**LEGAL DESCRIPTION OF GRANTORS' PROPERTY**  
**Skagit County Assessor Tax Parcel No.: P23472**

The NE ¼ of the SE ¼ of Section 3, Township 34 North, Range 4 East, W.M., Skagit County, Washington, less road; TRANSF #80344 AKA PTN LOT 3 S/P 91- REC AF#9104080082 EXC S 10.0 FT N 30.0 FT E 714.1 FT OF SD SUBDIVISION

