



201204270088
Skagit County Auditor

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Recording Requested By And
When Recorded Mail To:

Skagit County
Public Works Department
1800 Continental Place
Mount Vernon, Washington 98273

SKAGIT COUNTY
Contract # C20120162
Page 1 of 8

DOCUMENT TITLE: TEMPORARY CONSTRUCTION EASEMENT

GRANTORS: KENNETH F. JOHNSON, SUBJECT TO THE PRESUMPTIVE COMMUNITY
INTEREST OF HIS WIFE, DONNA E. JOHNSON

GRANTEE: Skagit County, a political subdivision of the State of Washington.

ABBREVIATED LEGAL DESCRIPTION: Ptn of Gov. Lot 5 & the SW ¼ of NW ¼ & Ptn SE ¼
NW ¼, Sec. 2, Township 34 N., Range 4 E., W.N., Skagit County, Washington (Complete
LEGAL DESCRIPTIONS provided on Exhibits "A", "A-1", "B", "B-1" attached).

ASSESSOR'S TAX / PARCEL NUMBER(S): 340402-2-001-0009 P-23431 and P-23432

TEMPORARY CONSTRUCTION EASEMENT

The undersigned, **Kenneth F. Johnson, subject to the presumptive community interest of his wife, Donna E. Johnson**, ("Grantors"), 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 depicted on *Exhibit "A-1"*, and as legally described on *Exhibit "B"* and as further depicted on *Exhibit "B-1"* 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-Phase 2 within said easement, and for any and all other purposes reasonably related thereto. The Temporary Easement shall be for the purpose of the construction of the Francis Road Realignment Project-Phase 2.

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 *Exhibits "A" and "B"*) for purposes of using the Temporary Easement for the Francis Road Realignment Project-Phase 2. Grantor shall not have the right to exclude Grantee, Grantee's employees, agents, contractors, or other

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

APR 26 2012

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

TEMPORARY CONSTRUCTION EASEMENT

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 2nd day of February, 2012.



TEMPORARY CONSTRUCTION EASEMENT

GRANTORS:

Kenneth F. Johnson
Kenneth F. Johnson

Donna E. Johnson
Donna E. Johnson

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that Kenneth F. Johnson and Donna E. Johnson are the persons who appeared before me and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act and deed, with full knowledge of its contents, for the uses and purposes therein mentioned.

DATED this 2 day of Feb, 2012.

(SEAL)

Marianne Schurping
Notary Public
Print name: MARIANNE SCHURPING
Residing at: SEATTLE
My appointment expires: 8-29-12

DATED this 2nd day of February, 2012.



TEMPORARY CONSTRUCTION EASEMENT

DATED this 16 day of April, 2012.

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

Kenneth A. Dahlstedt
Kenneth A. Dahlstedt, Chairman

Sharon D. Dillon
Sharon D. Dillon, Commissioner

Ron Wesen
Ron Wesen, Commissioner

Attest:

Amber Kloger, Asst.
Clerk of the Board

Authorization per Resolution R20050224

[Signature]
County Administrator

Recommended:

Henry Hall
Department Head

Approved as to form:

[Signature] 4/29/12
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Bruce Kadmas 4/9/2012
Risk Manager

Approved as to budget:

Sirisha Logne
Budget & Finance Director



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Skagit County Auditor

EXHIBIT "A"
**LEGAL DESCRIPTION FOR FRANCIS ROAD CURVE REALIGNMENT &
RECONSTRUCTION**

**TEMPORARY CONSTRUCTION EASEMENT P23431
TAKE NO. 3-79000-6**

A portion of land in the Southeast Quarter of the Northwest Quarter of Section 2, Township 34 North, Range 4 East W.M., situate in the County of Skagit, State of Washington, described as follows:

COMMENCING at the Southwest Section Corner of Section 2; **thence** North 03° 19' 39" East for a distance of 2602.19 feet to the West Quarter Corner of Section 2; **thence** South 88° 08' 49" East along the Quarter Section Line of Section 2 for a distance of 1949.45 feet; **thence** North 01° 51' 11" East for a distance of 49.69 feet to the **TRUE POINT OF BEGINNING**. **Thence** North 01° 56' 39" East a distance of 50.00 feet; **thence** South 88° 03' 21" East a distance of 85.00 feet; **thence** South 01° 56' 39" West a distance of 50.00 feet; **thence** North 88° 03' 21" West a distance of 85.00 feet to the **TRUE POINT OF BEGINNING**.

And also,

COMMENCING at the Southwest Section Corner of Section 2; **thence** North 03° 19' 39" East for a distance of 2602.19 feet to the West Quarter Corner of Section 2; **thence** South 88° 08' 49" East along the Quarter Section Line of Section 2 for a distance of 2293.41 feet to the **TRUE POINT OF BEGINNING**. **Thence** South 88° 08' 49" East a distance of 357.35 feet; **thence** North 2° 07' 32" East a distance of 147.73 feet to the beginning of a curve; **thence** along a curve to the right with a radius of 1105.00 feet, a central angle of 20° 11' 17", a chord bearing of South 69° 25' 56" West, a chord distance of 387.33 feet to the **TRUE POINT OF BEGINNING**.

EXCEPT that portion lying within the existing County Road Right-of-Way.

Containing 0.36 acres.

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



EXHIBIT "A-1"

Temporary Construction Easement - P-23431

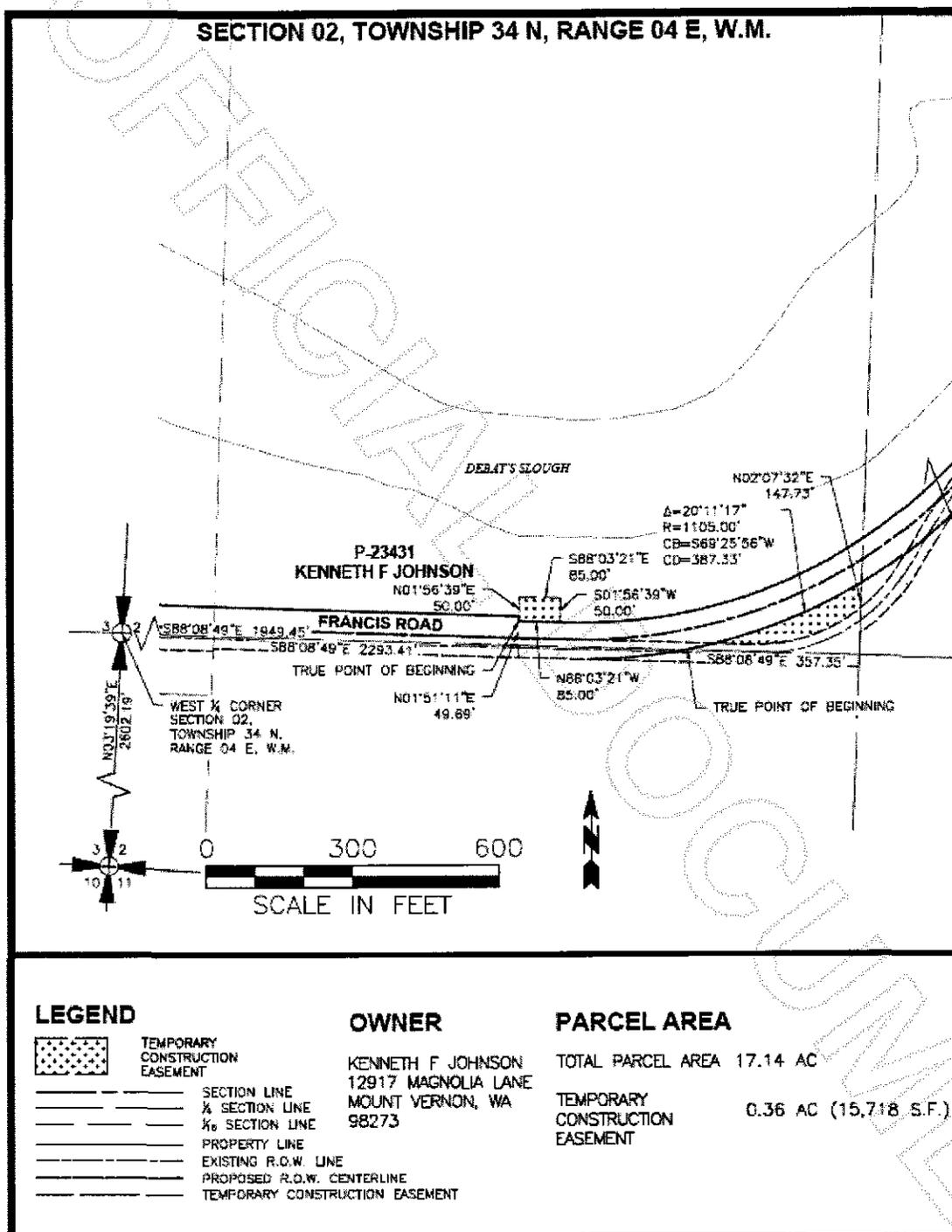


EXHIBIT "B"

**TEMPORARY CONSTRUCTION EASEMENT P23432
TAKE NO. 4-79000-6**

A portion of land in the Northeast Quarter of the Southwest Quarter of Section 2, Township 34 North, Range 4 East W.M., situate in the County of Skagit, State of Washington, described as follows:

COMMENCING at the Southwest Section Corner of Section 2; **thence** North 03° 19' 39" East for a distance of 2602.19 feet to the West Quarter Corner of Section 2; **thence** South 88° 08' 49" East along the Quarter Section Line of Section 2 for a distance of 1951.37 feet to the **TRUE POINT OF BEGINNING**. **Thence** South 88° 08' 49" East a distance of 83.00 feet; **thence** South 01° 56' 39" West a distance of 70.44 feet; **thence** North 88° 03' 21" West a distance of 83.00 feet; **thence** North 01° 56' 39" East a distance of 70.31 feet to the **TRUE POINT OF BEGINNING**.

And also,

COMMENCING at the Southwest Section Corner of Section 2; **thence** North 03° 19' 39" East for a distance of 2602.19 feet to the West Quarter Corner of Section 2; **thence** South 88° 08' 49" East along the Quarter Section Line of Section 2 for a distance of 2357.93 feet to the **TRUE POINT OF BEGINNING**. **Thence** South 88° 08' 49" East a distance of 292.84 feet; **thence** South 02° 07' 32" West a distance of 49.81 feet; **thence** North 88° 09' 03" West a distance of 292.59 feet; **thence** North 01° 50' 57" East a distance of 49.83 feet to the **TRUE POINT OF BEGINNING**.

EXCEPT that portion lying within the existing County Road Right-of-Way.

Containing 0.25 acres.

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



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EXHIBIT "B-1"

Temporary Construction Easement - P-23432

