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



201205110150  
Skagit County Auditor

5/11/2012 Page 1 of 6 3:48PM

DOCUMENT TITLE: TEMPORARY CONSTRUCTION EASEMENT

SKAGIT COUNTY  
Contract # C20120186  
Page 1 of 6

GRANTOR: DEVRIES DAIRY LIMITED PARTNERSHIP

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

ABBREVIATED LEGAL DESCRIPTION: Ptn of S1/2 of NE 1/4/ 2 & NW 1/4 of SE 1/4, Section 2,  
Township 34 N., Range 4 E., W.N., Skagit County, Washington\* (Complete LEGAL  
DESCRIPTIONS provided on *Exhibit "A"* & *"A-1"* attached). \*aka lot 3 Revised 4/5/11

ASSESSOR'S TAX / PARCEL NUMBER: P-23430

LAND TITLE OF SKAGIT COUNTY

134229-00

### TEMPORARY CONSTRUCTION EASEMENT

The undersigned, **DeVries Dairy Limited Partnership**, a Washington Limited Partnership ("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 depicted on *Exhibit "A-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 *Exhibit "A"*) 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 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.

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

MAY 11 2012

Amount Paid \$ ☒  
Skagit Co. Treasurer  
By *lk* Deputy

## TEMPORARY CONSTRUCTION EASEMENT

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 26TH day of APRIL, 2012



**TEMPORARY CONSTRUCTION EASEMENT**

GRANTOR:

**DeVries Dairy Limited Partnership**

By: 

Fred DeVries, Vice President of DV Management Corporation which is the General Partner for DeVries Dairy Limited Partnership

STATE OF WASHINGTON

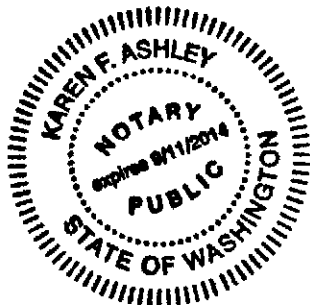
COUNTY OF SKAGIT


} ss.

I certify that I know or have satisfactory evidence that Fred DeVries, Vice President of DV Management Corporation is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the General Partner of the DeVries Dairy Limited Partnership, to be the free and voluntary act of such party for the uses and purposes therein mentioned in the instrument.

DATED this 26TH day of APRIL, 2012

(SEAL)





Notary Public

Print name: KAREN ASHLEY

Residing at: SEDRO-WOOLLEY

My appointment expires: 9/11/2014



TEMPORARY CONSTRUCTION EASEMENT

Approved: May 7, 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:

Linda Hemma  
Clerk of the Board

Authorization per Resolution R20050224

Recommended:

Henry Haff  
Department Head

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

Approved as to form:

[Signature] 5/13/12  
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

[Signature] - for  
Risk Manager

Approved as to budget:

Sista Payne  
Budget & Finance Director



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

**TEMPORARY CONSTRUCTION EASEMENT P23430**  
**TAKE No. 2-79000-7**

A portion of land in the South Half of the Northeast Quarter and the Northwest Quarter of the South East 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 2650.76 feet to the **TRUE POINT OF BEGINNING**. **Thence** North 02° 07' 32" East for a distance of 147.73 feet to the beginning of a curve; **thence** along a curve to the left with a radius of 1105.00 feet, a central angle of 13° 09' 44", a chord bearing of North 52° 45' 26" East, a chord distance of 253.29 feet; **thence** South 58° 13' 28" East for a distance of 24.51 feet; **thence** South 31° 46' 32" West for a distance of 398.11 feet; **thence** North 88° 09' 03" West for a distance of 20.17 feet; **thence** North 02° 07' 32" East for a distance of 49.81 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 2650.76 feet; **thence** South 88° 09' 17" East along the Quarter Section Line of Section 2 for a distance of 1999.58 feet; **thence** North 01° 50' 43" East for a distance of 1356.05 feet; **thence** North 88° 37' 29" West for a distance of 608.41 feet; **thence** South 01° 49' 43" East for a distance of 51.82 feet to the **TRUE POINT OF BEGINNING**. **Thence** South 01° 49' 43" East for a distance of 80.00 feet; **thence** North 88° 58' 20" West for a distance of 204.66 feet; **thence** North 12° 53' 40" West for a distance of 60.00 feet; **thence** along a curve to the right with a radius of 1125.00 feet, a central angle of 09° 50' 10", a chord bearing of North 82° 01' 25" East, a chord distance of 192.90 feet; **thence** South 03° 03' 30" East for a distance of 10.00 feet; **thence** along a curve to the right with a radius of 1115.00 feet, a central angle of 01° 13' 46", a chord bearing of North 87° 33' 24" East, a chord distance of 23.93 feet to the **TRUE POINT OF BEGINNING**.

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

Containing 0.78 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-23430

