

Recording Requested By And
When Recorded Mail To:

Skagit County
Public Works Department
Attn: Emily Derenne
1800 Continental Place
Mount Vernon, Washington 98273



201205230067
Skagit County Auditor

5/23/2012 Page 1 of 5 3:02PM

DOCUMENT TITLE: **TEMPORARY CONSTRUCTION EASEMENT**

REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*

SKAGIT COUNTY
Contract # C20120194
Page 1 of 5

GRANTOR(S): **Andranita Roberts**, a single woman.

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

ABBREVIATED LEGAL DESCRIPTION: ACRES 0.55, ADMIN ACCT P34206, TAX 9: DR 25: DK 25: INC. M/H 1970 BROOKWOOD 44X20 SN 2022 TPO# &09027: THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 35 NORTH, RANGE 3 EAST, W.M., DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SUBDIVISION; THENCE NORTH 2 DEGREES 00' WEST ALONG THE WEST LINE THEROF 673.12 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 88 DEGREES 00' EAST 145.05 FEET TO THE NORTHWEST CORNER OF THAT CERTAIN TRACT CONVEYED TO ROBERT WATKINSON AND VERNA WATKINSON, HUSBAND AND WIFE, BY DEED RECORDED AUGUST 16, 1966 AS AUDITOR'S FILE NO. 686942; THENCE SOUTH 0 DEGREES 12' WEST ALONG THE WEST LINE OF SAID WATKINSON TRACT 185.87 FEET, MORE OR LESS, TO THE CENTER OF THE SAMISH RIVER; THENCE WESTERLY ALONG THE CENTER OF THE SAMISH RIVER TO ITS INTERSECTION WITH THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE NORTH 2 DEGREES 00' WEST ALONG SAID WEST LINE TO THE TRUE POINT OF BEGINNING. EXCEPT COUNTY ROAD ALONG THE WEST LINE THEREOF.

ASSESSOR'S TAX / PARCEL NUMBER(S): P34206 (XrefID: 350313-0-013-0006)

TEMPORARY CONSTRUCTION EASEMENT

The undersigned, ("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.

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

MAY 23 2012

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

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 Grantors herein shall be a temporary construction easement to abate a public nuisance and to allow Grantee, Grantee's agents, employees, and contractors access over, upon, across, and through the real property described above and as further described and depicted on Exhibit "A", attached hereto and incorporated herein, including the right of ingress and egress with all necessary equipment required to secure and replace a failed septic system and for any and all other purposes reasonably related thereto.

2. Use of Easement. Except as provided herein to the contrary, the Grantee, Grantee's employees, agents, and contractors, shall have the sole right, without notice, and at all reasonable times, to enter upon the Grantors' Property for purposes of replacing a failed septic system on the property described at Exhibit "A" attached hereto and incorporated by reference.

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. Grantors shall not be responsible or liable for the activities of Grantee (and/or Grantee's employees, agents and representatives). 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.

2.2 Grantor agrees to cooperate with the work crew as necessary to expedite the work and avoid unnecessary delay in the completion of the work.

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 (as determined by Grantee). This Temporary Easement shall otherwise 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.



GRANTEE:

DATED this 14 day of May, 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 Kilgus i Asst.
Clerk of the Board

Recommended:

[Signature]
Department Head

For contracts under \$5,000:
Authorization per Resolution R20030146

[Signature]
County Administrator

Approved as to form:

[Signature] 5-10-12
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Brie Kermas 5/10/2012
Risk Manager

Approved as to budget:

Trista Payne
Budget & Finance Director

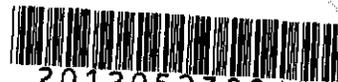


EXHIBIT "A"

Commencing at the Southwest corner of said Subdivision; thence North 2 degrees 00' West along the West line thereof 673.12 feet to the true point of beginning of this description; thence North 88 degrees 00' East 145.05 feet to the Northwest corner of that certain tract conveyed to Robert Watkinson and Verna Watkinson, husband and wife, by deed recorded August 16, 1966 as Auditor's File No. 686942; thence South 0 degrees 12' West along the West line of said Watkinson Tract 185.87 feet, more or less, to the center of the Samish River; thence Westerly along the center of the Samish River to its intersection with the West line of said Southwest 1/4 of the Southwest 1/4; thence North 2 degrees 00' West along said West line to the true point of beginning. Except county road along the West line thereof.

SUBJECT TO easements, restrictions and other exceptions described on the attached Schedule "B-1", which by this reference is incorporated herein as though fully set forth.



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Skagit County Auditor