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12/12/2012 Page 1 of 6 4:08PM

State of Washington  
Department of Transportation  
Real Estate Services Office  
P. O. Box 47338  
Olympia, WA 98504-7338

GUARDIAN NORTHWEST TITLE CO.

92099

*Document Title: Temporary Easement*  
*Reference Number of Related Document: N/A*  
*Grantors: Eugene B. Kahn; Esther J. Kahn*  
*Grantee: State of Washington, Department of Transportation*  
*Legal Description: Ptn Gov't Lot 1, Section 20 and ptn Gov't Lot 1, Section 29, all in T35N, R10E, WM, Skagit County*  
*Additional Legal Description is on Pages 5 and 6 of Document*  
*Assessor's Tax Parcel Number: Ptns 351020-0-001-0200 (P45374); 351020-0-001-0101 (P45373); and 351029-0-001-0003 (P45617)*

### TEMPORARY EASEMENT

State Route 20, Shular Rd. to Corkindale Creek

The Grantors, EUGENE B. KAHN and ESTHER J. KAHN, both unmarried individuals, as their respective separate estates, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration, convey and grant unto the **State of Washington, acting by and through its Department of Transportation** and its assigns, Grantee, under the imminent threat of the Grantee's exercise of its right of Eminent Domain, the right, privilege and easement over, upon, and across the hereinafter described lands for the purposes of constructing a bypass road and providing a work area for adjacent highway-related construction activities for Tract 1, and for the purpose of constructing a bypass road for Tract 2.

The temporary rights herein granted shall begin upon the commencement of construction activities, said "commencement" on this parcel shall (a) not be earlier than November 1, 2013, (b) not commence between March 1 and October 31, and shall terminate 2 years later or December 31, 2016, whichever occurs first.

**TEMPORARY EASEMENT**

Said lands being situated in Skagit County, in the State of Washington, and described as follows:

For legal description and additional conditions, see Exhibit A attached hereto and made a part hereof.

The State shall, upon completion of construction of said project described herein, remove all debris and restore the surface of the property as nearly as possible to the condition immediately prior to the State's entry thereon, excepting any modifications or improvements made as part of the construction project.

It is understood and agreed that delivery of this Temporary Easement is hereby tendered and that the terms and obligations hereof shall not become binding upon the State of Washington, unless and until accepted and approved hereon in writing for the State of Washington, by and through its Department of Transportation, by its authorized agent.

Dated SEPTEMBER 6, 2012

Eugene B. Kahn  
EUGENE B. KAHN

Eugene B. Kahn for  
ESTHER J. KAHN

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

DEC 12 2012

Amount Paid \$  
Skagit Co. Treasurer  
By mlm Deputy

Accepted and Approved

STATE OF WASHINGTON,  
Department of Transportation

[Signature]  
By:

John L. Jensen, Northwest Region Real Estate  
Services Manager, Authorized Agent

Date: 12/6/12

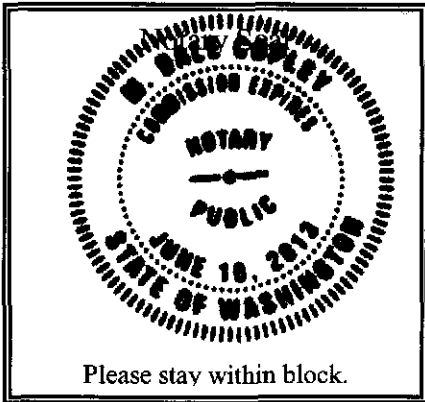


**TEMPORARY EASEMENT**

STATE OF WASHINGTON )  
 ) §  
County of ISLAND )

On this 6TH day of SEPTEMBER, 2012, before me personally appeared EUGENE B. KAHN, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.



M. Dale Copley  
Notary (print name) M. DALE COPLEY  
Notary Public in and for the State of Washington,  
residing at MARYSVILLE  
My Appointment expires 6/10/13



STATE OF WASHINGTON )

County of \_\_\_\_\_ )

: §

On this \_\_\_\_\_ day of \_\_\_\_\_, 2012, before me personally appeared ESTHER J. KAHN, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.

Notary Seal

Please stay within block.

Notary (print name) \_\_\_\_\_

Notary Public in and for the State of Washington,  
residing at \_\_\_\_\_

My Appointment expires \_\_\_\_\_



**TEMPORARY EASEMENT**

**EXHIBIT A**

**TRACT 1:**

All that portion of the hereinafter described PARCEL "A" lying within a tract of land beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 246+12.22 on the SR 20 line survey of SR 20, Shular Rd. to Corkindale Creek and 30 feet northwesterly therefrom; thence northwesterly to a point opposite HES 246+22.22 on said line survey and 210 feet northwesterly therefrom; thence northeasterly to a point opposite HES 246+84.22 on said line survey and 274 feet northwesterly therefrom; thence northeasterly to a point opposite HES 248+29± on said line survey and 230 feet northwesterly therefrom, said point being on the easterly boundary line of said PARCEL "A"; thence southerly along said easterly boundary line to a point opposite HES 246+91.47 on said line survey and 30 feet northwesterly therefrom; thence southwesterly parallel with said line survey to the point of beginning.

**TRACT 2:**

All that portion of the hereinafter described PARCEL "A" lying within a tract of land beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 241+96.22 on the SR 20 line survey of SR 20, Shular Rd. to Corkindale Creek and 30 feet northwesterly therefrom; thence northeasterly on a curve to the left having a radius of 345.10 feet, an arc distance of 258.99 feet to a point opposite HES 243+98.22 on said line survey and 180 feet northwesterly therefrom; thence northeasterly to a point opposite HES 244+50.22 on said line survey and 222 feet northwesterly therefrom; thence northeasterly on a curve to the right having a radius of 243.39 feet, an arc distance of 226.27 feet to a point opposite HES 246+84.22 on said line survey and 274 feet northwesterly therefrom; thence southwesterly to a point opposite HES 246+22.22 on said line survey and 210 feet northwesterly therefrom; thence southwesterly on a curve to the left having a radius of 348.13 feet, an arc distance of 216.13 feet to a point opposite HES 244+19.22 on said line survey and 120 feet northwesterly therefrom; thence southeasterly to a point opposite said HES 244+19.22 and 30 feet northwesterly therefrom; thence southwesterly parallel with said line survey to the point of beginning.



**TEMPORARY EASEMENT**

**EXHIBIT A  
(continued)**

**PARCEL "A"**

The south half of Government Lot 1 of Section 20, Township 35 North, Range 10 East, W.M., in Skagit County, Washington;  
EXCEPT the east 300 feet thereof;  
AND all of Government Lot 1, Section 29, Township 35 North, Range 10 East, W.M., in Skagit County, Washington;

EXCEPTING from all of the above that portion lying within State Highway 20;  
AND EXCEPTING that portion lying southeasterly of State Highway 20;  
ALSO EXCEPT that portion conveyed to Small Planet Foods by deed recorded under Skagit County Auditor's File No. 200504270149.

The lands herein described contain an area of 29,537 square feet, more or less, for Tract 1, and 30,982 square feet, more or less, for Tract 2, the specific details concerning all of which are to be found on sheet 8 of that certain plan entitled SR 20, Shular Rd. to Corkindale Creek, now of record and on file in the office of the Secretary of Transportation at Olympia, and bearing date of approval August 16, 1991, revised January 12, 2012.

Grantor Initials  EBK
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