



201609140008

Skagit County Auditor

\$80.00

9/14/2016 Page

1 of

8 9:04AM

Document Title:

Temporary Construction Easement

Reference Number : C20160391

Grantor(s):

☒ additional grantor names on page 5.

1. JJMD Investments, LLC

2. James J. Duffy

Grantee(s):

☐ additional grantee names on page .

1. Skagit County Public Works Department

2.

Abbreviated legal description:

☒ full legal on page(s) 6.

Ptn. S1/2, NE1/4 19-35-4 E W M., Skagit County, WA

Assessor Parcel / Tax ID Number:

☒ additional tax parcel number(s) on page 7.

P36908 / 350419-1-012-0008

After Recording Mail To:

easement
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Attn: Jennifer Swanson
Skagit County Public Works
1800 Continental Place
Mount Vernon, WA 98273

SEP 14 2016

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

TEMPORARY CONSTRUCTION EASEMENT

Grantor: JJMD Investments, LLC

Grantee: Skagit County Public Works Department

Abbreviated Legal: Ptn. S1/2, NE 1/4, 19-35-4 E W. M., Skagit County, WA

Tax Parcel No.: P36908

Burlington Northern Overpass Project
Project Parcel #5

THIS INSTRUMENT is made this 2nd day of August, 2016, by and between JJMD Investments, LLC, a Washington limited liability company, hereinafter called the "Grantor", and Skagit County, a political subdivision of the State of Washington, hereinafter called the "Grantee".

WITNESSETH:

1) Grant of Easement. The Grantor, for and in consideration of the public good and other valuable consideration, does by these presents, convey and warrant unto the Grantee a temporary construction easement (the "Easement") for access over, through, across and upon the following described real estate (the "Easement Area") situated in the County of Skagit, State of Washington, for the placement of personnel and equipment for construction of public street improvements with necessary appurtenances, including placement of public and private utilities, within the adjoining public right of way:

Per Exhibit A and Exhibit B attached hereto and by this reference made a part hereof.

2) Purpose of Easement. The Grantee, its contractors, agents, and permittees, shall have the right at such times as may be necessary, to enter upon the Easement Area, including entry into private improvements located in the Easement Area for the purpose of constructing, maintaining, repairing, altering or reconstructing said street improvements, or making any connections therewith, including utility connections. Grantee shall have the right to re-grade slopes and/or make cuts and fills to match street grade. Grantee's rights to use the Easement Area shall be exclusive at such times and for such duration as Grantee's construction requires, in Grantee's discretion.

Temporary Construction Easement

The rights herein granted shall include all incidental rights, including but not limited to, right of ingress and egress necessary to properly perform the work indicated for construction of the project. Grantee and those entitled to exercise the rights granted herein shall exercise all due diligence in their activities upon the property, and Grantee does hereby agree to indemnify and hold harmless the Grantor against and from any and all liability for losses, damages and expenses on account of damage to property or injury to persons resulting from or arising out of the rights herein granted to Grantee and/or its contractors, employees, agents, successors or assigns.

3) Improvements. All street improvements shall be constructed entirely within the public right of way. In the event private improvements in the Easement Area are disturbed or damaged by Grantee's use of the Easement, on or before the end of the Term, they shall be restored or replaced in as good a condition as they were immediately before Grantee entered the Easement Area. During the Term, Grantee may on an interim basis, restore the Easement Area to a reasonably safe and convenient condition.

4) Grantor Right to Use Easement Area. Except for those times when Grantee is making exclusive use of the Easement Area, the Grantor shall retain the right to use and enjoy the Easement Area, including the right to use existing private improvements located in the Easement Area so long as such use does not interfere with Grantee's construction of the public improvements described in this Easement.

5) Term of Easement. The term of this Easement is eighteen (18) months (the "Term"). The Term shall commence upon initiation of Grantee's construction within the easement area, but no sooner than October 1, 2016, and shall remain in force until **no later than April 30, 2018**, or until completion of construction and restoration of the property, whichever occurs first. Grantee shall provide fourteen (14) days written notice to the Grantor prior to commencement of construction. This Easement may be extended by mutual written consent of the Grantor and Grantee.

6) Payment for Easement. Grantee shall pay Grantor Three Thousand Seven Hundred and No/100ths Dollars (\$3,700.00).

7) Binding Effect. The Easement granted hereby is solely for the benefit of Grantee, and is personal to Grantee, its successors in interest and assigns. Grantee shall have the right to permit third parties to enter upon the Easement Area to accomplish the purposes described herein, provided that all such parties abide by the terms of this Easement. The Easement granted hereby, and the duties, restrictions, limitations and obligations herein created, shall run with the land, shall burden the Easement Area and shall be binding upon and the Grantor and its respective successors, assigns, mortgagees and sub lessees and each and every person who shall at any time have a fee, leasehold, mortgage or other interest in any part of the Easement Area.

Temporary Construction Easement

8) Notification. Should the undersigned owner (Grantor sell the property described herein, Grantor shall promptly disclose and notify the buyer of this agreement.

Dated this 2nd day of August, 2016.

Grantor:


JJMD Investments, LLC

JJMD Investments, LLC

Accepted by Skagit County

By: See Attached Signature Page

Printed Name: _____

Title: _____

Date: _____

Temporary Construction Easement

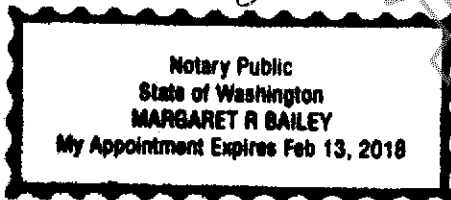
STATE OF WASHINGTON

County of

}
}
} SS.
}

I certify that I know or have satisfactory evidence that JAMES J. Duffy
and _____ (is/are) the person(s) who appeared
before me, and said person(s) acknowledged that (he/she/they) signed this instrument,
on oath stated that (he is/she is /they are) authorized to execute the instrument and
acknowledged it as the MEMBER and _____
of JJMD Investments, LLC to be the free and voluntary act of such party for the uses and
purposes mentioned in this instrument.

DATED: August 2, 2016



Margaret R Bailey
Name (typed or printed): MARGARET R BAILEY
NOTARY PUBLIC in and for the State of
Washington
Residing at Stilacoom WA
My appointment expires: 2/13/2018

DATED this 11 day of September, 2016.

ABSENT

Ron Wesen
Ron Wesen, Commissioner

Kenneth A. Dahlstedt
Kenneth A. Dahlstedt, Commissioner

Amber Enps
Clerk of the Board

County Administrator

Department Head

~~Civil Deputy Prosecuting Attorney~~

Risk Manager

Budget & Finance Director

EXHIBIT A
TEMPORARY CONSTRUCTION EASEMENT
LEGAL DESCRIPTION
(P36908)

A PARCEL OF LAND LYING WITHIN THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M., COUNTY OF SKAGIT, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 19; THENCE SOUTH $00^{\circ}43'48''$ WEST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 19, A DISTANCE OF 1376.21 FEET; THENCE NORTH $89^{\circ}16'12''$ WEST 630.47 FEET TO THE WESTERLY MARGIN OF THE BURLINGTON NORTHERN SANTA FE RAILROAD RIGHT OF WAY AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, THE CENTER OF WHICH BEARS SOUTH $68^{\circ}38'48''$ WEST 1071.61 FEET DISTANT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AND SAID WESTERLY MARGIN, THROUGH A CENTRAL ANGLE OF $11^{\circ}10'27''$, A DISTANCE OF 208.99 TO THE WESTERLY MARGIN OF THE OLD HIGHWAY 99 RIGHT OF WAY; THENCE SOUTH $05^{\circ}34'48''$ EAST ALONG SAID WESTERLY MARGIN, A DISTANCE OF 592.63 FEET TO A POINT LYING 1000 FEET NORTHWESTERLY FROM THE INTERSECTION OF THE CENTERLINES OF COOK ROAD AND INTERSTATE 5, BEING THE **POINT OF BEGINNING**; THENCE CONTINUING SOUTH $05^{\circ}34'48''$ EAST 335.42 FEET; THENCE SOUTH $84^{\circ}25'12''$ WEST, 10.00 FEET; THENCE NORTH $05^{\circ}34'48''$ WEST, 341.50 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHERLY, THE RADIUS POINT OF WHICH BEARS SOUTH $25^{\circ}22'28''$ WEST, 1000.00 FEET DISTANT; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $0^{\circ}40'14''$, A DISTANCE OF 11.70 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL OF LAND BEING 3,384 SQUARE FEET, MORE OR LESS.



6/2/16
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EXHIBIT B

P36908

