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02/14/2019 09:17 AM Pages: 1 of 10 Fees: \$108.00  
Skagit County Auditor

Recording Requested By And  
When Recorded Mail To:

Town of Lyman  
Attn: Mr. Eddie Hills, Mayor  
P.O. Box 1248  
Lyman, Washington 98263

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

2019 FEB 14 2019

Amount Paid \$26.67  
By Skagit Co. Treasurer  
Deputy

DOCUMENT TITLE: **TEMPORARY CONSTRUCTION EASEMENT**

REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*

GRANTOR(S): **Donald Kaaland and Wonona Kaaland**, husband and wife.

GRANTEE(S): **Town of Lyman**, a Washington municipal corporation.

ASSESSOR'S TAX / PARCEL NUMBER(S): **P41550** (XrefID: 350617-2-001-0009)

ABBREVIATED LEGAL DESCRIPTION: (9.9300 ac) THAT PORTION OF THE NE1/4 OF THE NW1/4 OF SEC 17, TWP 35, RNG 6, THAT LIES NORTH OF THE SOUTH LINE OF THE PUGET SOUND & BAKER RIVER RAILWAY RIGHT OF WAY; EXCEPT RIGHT OF WAY FOR THE COUNTY ROAD KNOW AS THE 'MAC PREVEDELL ROAD'. Situate in Skagit County, State of Washington.

**TEMPORARY CONSTRUCTION EASEMENT**

The undersigned, **Donald Kaaland and Wonona Kaaland**, husband and wife ("Grantors"), for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, hereby grants to the **Town of Lyman**, a Washington municipal corporation ("Grantee"), a temporary, non-exclusive construction easement and appurtenances thereto ("Temporary Easement"), as provided herein. Grantors 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 Grantors 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 Grantors' Property, such Temporary Easement area as legally described on **Exhibit "A"**, and as further described and depicted on **Exhibit "B"**, 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 Prevedal Road Repair Project within said temporary easement area, and for any and all other purposes reasonably related thereto. A legal description for the Grantors' Property is attached hereto as **Exhibit "C"**, and is hereby incorporated by reference. The Temporary Easement shall be for the purpose of the construction of the Prevedal Road Repair Project, including, but not necessarily limited

to, reconstruction of a portion of Prevedal Road, the installation of slope stabilization structures, retaining wall, and drainage improvements.

**2. Use of Easement.** The Grantee, Grantee's employees, agents, and contractors, shall have the right, without notice, and at all times, to enter upon the Grantors' Property within the Temporary Easement (as described and depicted in Exhibits "A" and "B") for purposes of using the Temporary Easement for the Prevedal Road Repair Project. Grantors shall not have the right to exclude Grantee, Grantee's employees, agents, contractors, or other third parties from the Temporary Easement area. Grantors 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 area (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 To the extent permitted by law, Grantee shall indemnify and hold Grantors harmless from any and all claims, actions, damages or liability occasioned wholly or in part by any act or omission by Grantee, its agents, employees, and/or contractors, relating to the use, construction, maintenance, operation or repair of the Grantee's facilities located within the Easement area, except to the extent attributable to the acts or omissions of Grantors, or Grantors' agents or invitees.

**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. Determination of 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 or 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.

**GRANTORS:**

**Donald Kaaland and Wonona Kaaland, husband and wife.**



Donald Kaaland  
DATED this 1 day of FEB, 2019.

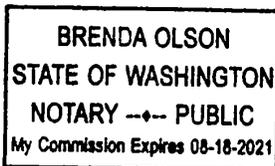
~~kn see 3B~~ See page 4

Wonona Kaaland  
DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

STATE OF WASHINGTON }  
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that **Donald Kaaland and Wonona Kaaland**, husband and wife are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they executed the forgoing instrument as their duly authorized free and voluntary act for the uses and purposes herein mentioned.

DATED this 1 day of February, 2019.

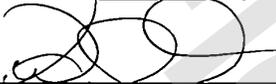


  
Notary Public  
Brenda Olson  
print name  
Residing at MantVernon  
My appointment expires 8-18-2021

**GRANTORS:**

**Donald Kaaland and Wonona Kaaland, husband and wife.**

Donald Kaaland  
DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.



Wonona Kaaland  
DATED this 5<sup>th</sup> day of February, 2019.

STATE OF WASHINGTON }  
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that **Donald Kaaland and Wonona Kaaland**, husband and wife are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they executed the forgoing instrument as their duly authorized free and voluntary act for the uses and purposes herein mentioned.

DATED this 5 day of February, 2019.

Kelley R Marriott  
Notary Public  
Kelley R Marriott  
print name  
Residing at Mount Vernon  
My appointment expires 5/15/2022



**GRANTEE:**

Town of Lyman, a Washington municipal corporation.

By: *Eddie Hills*  
Eddie Hills, Mayor  
Date: 2/16/19, 2019

STATE OF WASHINGTON }  
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that Eddie Hills is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that they were duly authorized to execute the instrument and acknowledged it as Mayor of the Town of Lyman, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

DATED this 16 day of February, 2019.

(SEAL)



*Debora E Boyd*  
Notary Public  
Print Name: Debora E Boyd  
Residing at: Lyman  
My appointment expires: 4/27/23

**EXHIBIT "A"**  
**Temporary Construction Easement Area**  
 Assessor's Parcel Number P41550

**TEMPORARY CONSTRUCTION EASEMENT AREA 1**

An easement for slope and drainage purposes, located in Section 17, T35N, R6E, W.M., Commencing at the Northeast Corner of the Northwest ¼ of Section 17, T35N, R6E, W.M., Thence, S 2° 05' 39" W, a distance of 343.95 feet to the intersection of the South line of an Abandoned Railroad Right of Way,

Thence, Westerly along a curve to the right of said Railroad Right of Way, having a radius of 1,067.14 Feet and a length of 22.84 feet, with a chord bearing of S 86° 36' 12" W, to a point on the centerline of the Prevedal Rd Right of Way as referenced on a Survey recorded at the Skagit County Auditor's Office under Auditor File No. 9207230132 and Volume 13 of Surveys, Page 36.

Thence, N 0° 09' 40" W a distance of 21.31 along said centerline of the Prevedal Rd Right of Way, to the beginning of a curve to the left, with a radius of 151.78 feet, through a central angle of 52° 28' 53", an arc length of 139.03, to a point of compound curvature to the left,

Thence, along a curve to the left with a radius of 334.56 feet, through a central angle of 28° 49' 24", an arc length of 168.30 feet,

Thence, N 81° 27' 58" W, a distance of 110.92 feet to the beginning of a curve to the right with a radius of 300 feet. Through a central angle of 12° 22' 07", an arc length of 64.76 feet,

Thence, N 69° 05' 51" W a distance of 62.17 feet to the beginning of a curve to the right with a radius of 455.00 feet. Through a central angle of 2° 33' 34", an arc length of 20.33 feet,

Thence S 23° 27' 43" W a distance of 15.00 feet to a point on the southern margin of the Prevedal Road Right of Way and the **TRUE POINT OF BEGINNING**,

Thence along a curve turning to the left with an arc length of 10.00', with a radius of 470.00', with a chord bearing of S 67°08'52" E, with a chord length of 10.00',

Thence S 22°14'34" W a distance of 10.00';

Thence along a curve turning to the left with an arc length of 11.23', with a radius of 480.00', with a chord bearing of S 68°25'39" E, with a chord length of 11.23',

Thence S 69°05'51" E a distance of 61.91';

Thence S 06°31'56" W a distance of 88.99';

Thence N 83°28'04" W a distance of 5.00';

Thence N 06°31'56" E a distance of 79.95';

Thence N 69°05'51" W a distance of 59.31';

Thence along a curve turning to the right with an arc length of 21.46', with a radius of 490.00', with a chord bearing of N 67°50'34" W, with a chord length of 21.46',

Thence N 22°14'34" E a distance of 20.00';

Which is the point of beginning and the terminus of this description.

Having an area of 1341.92 square feet, 0.031 acres

Together with,

**TEMPORARY CONSTRUCTION EASEMENT AREA 2**

An easement for slope and drainage purposes, located in Section 17, T35N, R6E, W.M.,

Commencing at the Northeast Corner of the Northwest ¼ of Section 17, T35N, R6E, W.M.,

Thence, S 2° 05' 39" W, a distance of 343.95 feet to the intersection of the South line of an Abandoned Railroad Right of Way,

Thence, Westerly along a curve to the right of said Railroad Right of Way, having a radius of 1,067.14 Feet and a length of 22.84 feet, with a chord bearing of S 86° 36' 12" W, to a point on the centerline of

the Prevedal Rd Right of Way as referenced on a Survey recorded at the Skagit County Auditor's Office under Auditor File No. 9207230132 and Volume 13 of Surveys, Page 36.

Thence, N 0° 09' 40" W a distance of 21.31 along said centerline of the Prevedal Rd Right of Way, to the beginning of a curve to the left, with a radius of 151.78 feet, through a central angle of 52° 28' 53", an arc length of 139.03, to a point of compound curvature to the left,

Thence, along a curve to the left with a radius of 334.56 feet, through a central angle of 28° 49' 24", an arc length of 168.30 feet,

Thence, N 81° 27' 58" W, a distance of 103.21 feet along the centerline of Prevedal Rd

Thence, S 8° 32' 02" W, a distance of 15.00 feet to a point on the southern margin of the Prevedal Road Right of Way and the **TRUE POINT OF BEGINNING**,

Thence along a curve turning to the left with an arc length of 2.29', with a radius of 315.00', with a chord bearing of S 81°15'29" E, with a chord length of 2.29',

Thence S 81°27'58" E a distance of 7.71';

Thence S 08°32'02" W a distance of 20.00';

Thence N 81°27'58" W a distance of 7.71';

Thence along a curve turning to the right with an arc length of 54.64', with a radius of 335.00', with a chord bearing of N 76°47'35" W, with a chord length of 54.58',

Thence S 06°31'56" W a distance of 75.31';

Thence N 83°28'04" W a distance of 5.00';

Thence N 06°31'56" E a distance of 86.59';

Thence along a curve turning to the left with an arc length of 57.85', with a radius of 325.00', with a chord bearing of S 75°57'49" E, with a chord length of 57.77',

Thence N 08°32'02" E a distance of 10.00';

Which is the point of beginning and the terminus of this description.

Having an area of 1155.67 square feet, 0.027 acres

Also together with,

### **TEMPORARY CONSTRUCTION EASEMENT AREA 3**

An easement for slope and drainage purposes, located in Section 17, T35N, R6E, W.M.,

Commencing at the Northeast Corner of the Northwest ¼ of Section 17, T35N, R6E, W.M.,

Thence, S 2° 05' 39" W, a distance of 343.95 feet to the intersection of the South line of an Abandoned Railroad Right of Way,

Thence, Westerly along a curve to the right of said Railroad Right of Way, having a radius of 1,067.14 Feet and a length of 22.84 feet, with a chord bearing of S 86° 36' 12" W, to a point on the centerline of the Prevedal Rd Right of Way as referenced on a Survey recorded at the Skagit County Auditor's Office under Auditor File No. 9207230132 and Volume 13 of Surveys, Page 36.

Thence, N 0° 09' 40" W a distance of 21.31 along said centerline of the Prevedal Rd Right of Way, to the beginning of a curve to the left, with a radius of 151.78 feet, through a central angle of 52° 28' 53", an arc length of 139.03, to a point of compound curvature to the left,

Thence, along a curve to the left with a radius of 334.56 feet, through a central angle of 28° 49' 24", an arc length of 168.30 feet,

Thence, N 81° 27' 58" W, a distance of 110.92 feet to the beginning of a curve to the right with a radius of 300 feet. Through a central angle of 12° 22' 07", an arc length of 64.76 feet,

Thence, N 69° 05' 51" W a distance of 1.51 feet to a point on the Centerline of the Prevedal Rd Right of Way,

Thence, S 6° 31' 56" W, a distance of 15.48 feet to the southerly margin of the Prevedal Rd Right of Way,

Thence, S 6° 31' 56" W, a distance of feet 118.05 feet,

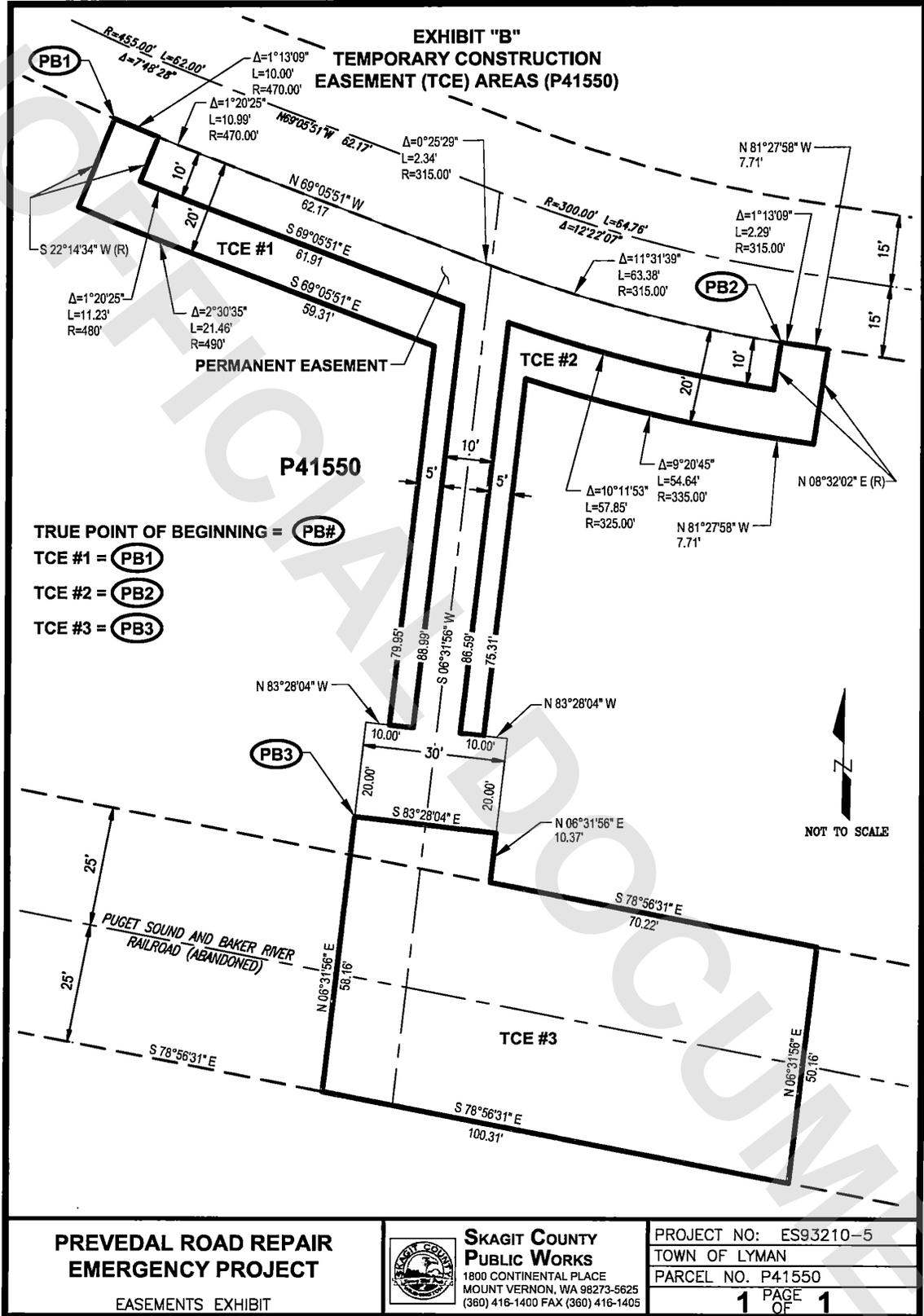
Thence, N 83° 28' 04" W, a distance of 15.00 feet to the **TRUE POINT OF BEGINNING**:

Thence S 06°31'56" W a distance of 58.16';

Thence S 78°56'31" E a distance of 100.31';

Thence N 06°31'56" E a distance of 50.16';  
Thence N 78°56'31" W a distance of 70.22';  
Thence N 06°31'56" E a distance of 10.37';  
Thence N 83°28'04" W a distance of 30.00';  
Which is the point of beginning and the terminus of this description.  
Having an area of 5,291.12 square feet, 0.121 acres

EXHIBIT "B" - TEMPORARY CONSTRUCTION EASEMENT AREA (P41550)



**EXHIBIT "C"**

**LEGAL DESCRIPTION FOR GRANTORS' PROPERTY**  
Assessor's Parcel Number P41550

**THE LAND REFERRED TO IN THIS DOCUMENT IS SITUATED IN THE STATE OF WASHINGTON, COUNTY OF SKAGIT, AND IS DESCRIBED AS FOLLOWS:**

**PARCEL "A":**

**THAT PORTION OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 35 NORTH, RANGE 6 EAST, W.M., THAT LIES NORTH OF THE PUGET SOUND AND BAKER RIVER RAILWAY RIGHT-OF-WAY; EXCEPT RIGHT-OF-WAY FOR THE COUNTY ROAD KNOWN AS "MAX PREVEDELL ROAD".**

**PARCEL "B":**

**THE ABANDONED PUGET SOUND AND BAKER RIVER RAILROAD RIGHT-OF-WAY ACROSS THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 35 NORTH, RANGE 6 EAST, W.M..**

Situate in Skagit County, State of Washington.