



**202107160113**

07/16/2021 12:18 PM Pages: 1 of 8 Fees: \$110.50  
Skagit County Auditor

**AFTER RECORDING RETURN TO:**  
**Public Works – Attn: Brenda Olson**  
**1800 CONTINENTAL PLACE**  
**MOUNT VERNON, WA 98273**

**DOCUMENT TITLE:** Temporary Construction Easement

**DATE SIGNED:** July 6, 2021

**GRANTOR:** DeVries Dairy Limited Partnership

**GRANTEE:** Skagit County

**COUNTY CONTRACT NO.:** C20210319

**PARCEL #:** P23430

**ABBREVIATED LEGAL DESCRIPTION:**  
Ptn. E/2, Sec. 2, T34N, R4E W.M.

**After Recording, Return to:**  
 SKAGIT COUNTY PUBLIC WORKS DEPARTMENT  
 Attn: County Engineer  
 1800 Continental Place  
 Mount Vernon, WA 98273-5625

REVIEWED BY	
SKAGIT COUNTY TREASURER	
DEPUTY	<u>82</u>
DATE	<u>7-16-21</u>

**TEMPORARY CONSTRUCTION EASEMENT**

SKAGIT COUNTY  
 Contract # C20210319  
 Page 1 of 7

Grantors:	DeVries Dairy limited partnership
Grantee:	Skagit County
	a political subdivision of the State of Washington
Abbreviated Legal Description:	Ptn. E/2, Sec. 2, T34N, R4E W.M.
Additional Legal(s)	Exhibit A and B, attached hereto and made part of
Assessor's Tax Parcel ID#:	P23430

**Francis Road Reconstruction Section 1**

The undersigned, **DeVries Dairy Limited Partnership, a Washington limited partnership**, (herein "Grantor"), and **Skagit County**, a political subdivision of the State of Washington (herein "Grantee"), for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, hereby grants 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 depicted on *Exhibit "A"* and legally described 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 a Project, primarily including, but not necessarily limited to, installing an open ditch conveyance system, within said Temporary Easement, for any and all other purposes reasonably related thereto (the "Project").

**2. Use of Easement.** Except as provided herein to the contrary, the Grantee, Grantee's employees, agents, and contractors, shall have the right, without notice, and at all times, to enter upon the Grantor's Property within the Temporary Easement area (as described and depicted in *Exhibit "A"* and *"B"*) for purposes of using the Temporary Easement for the Project. This includes the area needed for staging (stockpile of materials to be used in Project). 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 within or upon the Temporary Easement area (or otherwise alter, interfere with, or disturb the Project) while the Temporary Easement is in effect, without approval of the Grantee.

**2.1** The Grantor specifically recognizes and agrees that Grantee is in no way obligated in the future to make, construct, operate, maintain, or repair the Project at (or within the vicinity of) Grantor's Property pursuant to the terms of this Temporary Easement.

**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 on December 31, 2022, whichever is sooner.

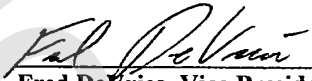
**4. Governing Law; Venue.** This Temporary Easement shall be construed under the laws of the State of Washington. It is agreed by the parties that the venue for any legal action brought under or relating to the terms of this Temporary Easement shall be in Skagit County, State of Washington.

**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 10 day of June, 2021.

## GRANTOR(S):

DeVries Dairy, a Washington limited partnership



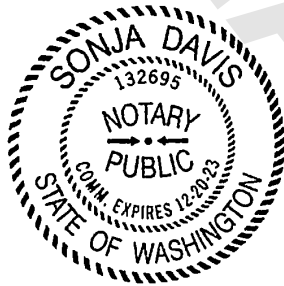
Fred DeVries, Vice President of DV Management Corporation

Which is the General Partnership for DeVries Dairy limited partnership


STATE OF WASHINGTON

COUNTY OF Skagit } ss.

I certify that I know or have satisfactory evidence that Fred DeVries 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 DeVries Dairy limited partnership, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.



Dated: 6/10/2021  
 Signature: Sonja Davis  
 Notary Public in and for the State of Washington  
 Notary (print name): Sonja Davis  
 Residing at: Kirkland  
 My appointment expires: 12/20/23

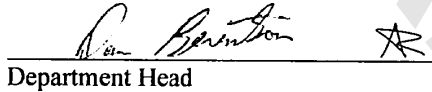
**WARRANTY DEED**DATED this 10<sup>th</sup> day of July, 2021.**BOARD OF COUNTY COMMISSIONERS  
SKAGIT COUNTY, WASHINGTON**  
Lisa Janicki, Chair  
Peter Browning, Commissioner  
Ron Wesen, Commissioner

Attest:

  
Clerk of the Board

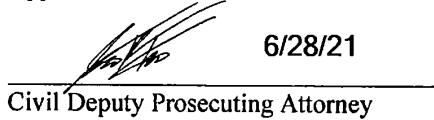
Authorization per Resolution R20160001

Recommended:

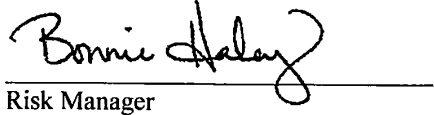
  
Department Head

County Administrator

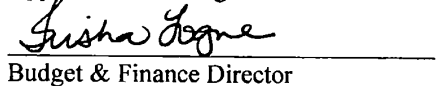
Approved as to form:

  
6/28/21  
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

  
Risk Manager

Approved as to budget:

  
Budget & Finance Director



**EXHIBIT B  
LEGAL DESCRIPTION  
FOR  
TEMPORARY CONSTRUCTION EASEMENT  
DEVRIES DAIRY, LP TO SKAGIT COUNTY**

**(Portion of Assessor's Parcel No. P23430) B**

That portion of the of Southeast quarter of the Northeast quarter, Section 2, Township 34 North, Range 4 East, W.M., Skagit County, Washington, more particularly described as follows:

**Commencing** at the Northeast corner of said Southeast quarter of the Northeast quarter; Thence North  $88^{\circ}32'29''$  West along the North line of said Southeast quarter of the Northeast quarter, for a distance of 322.21 feet; Thence South  $01^{\circ}26'09''$  West for a distance of 12.35 feet to the **Point of Beginning**. Thence South  $01^{\circ}23'51''$  West for a distance of 3.00 feet; Thence North  $88^{\circ}36'09''$  West for a distance of 125.00 feet; Thence North  $01^{\circ}23'51''$  East for a distance of 3.00 feet; Thence South  $88^{\circ}36'09''$  East for a distance of 125.00 feet to the **Point of Beginning**.

Continuing 375 Square Feet, more or less.

The portion of parcel P23430 described above is derived from the engineering design for Skagit County Public Works project number ES7900-8, Francis Road Reconstruction Section 1.

Situate in Skagit County, Washington.

Prepared by Larry Steele & Associates, Inc.  
Land Surveyors  
1334 King Street, Ste. 1  
Bellingham WA 98229  
360-676-9350  
Job #15618  
November 21, 2020



**EXHIBIT B  
LEGAL DESCRIPTION  
FOR  
TEMPORARY CONSTRUCTION EASEMENT  
DEVRIES DAIRY, LP TO SKAGIT COUNTY**

**(Portion of Assessor's Parcel No. P23430) A**

That portion of the of Southeast quarter of the Northeast quarter, Section 2, Township 34 North, Range 4 East, W.M., Skagit County, Washington, more particularly described as follows:

**Commencing** at the Northeast corner of said Southeast quarter of the Northeast quarter; Thence North  $88^{\circ}32'29''$  West along the North line of said Southeast quarter of the Northeast quarter, for a distance of 447.21 feet; Thence South  $01^{\circ}27'41''$  West for a distance of 7.48 feet to the **Point of Beginning**. Thence South  $01^{\circ}23'51''$  West for a distance of 3.00 feet; Thence North  $88^{\circ}36'09''$  West for a distance of 180.00 feet to the East right of way line of Francis Road; Thence North  $01^{\circ}26'40''$  East along said right of way, for a distance of 3.00 feet; Thence South  $88^{\circ}36'09''$  East for a distance of 180.00 feet to the **Point of Beginning**.

Continuing 540 Square Feet, more or less.

The portion of parcel P23430 described above is derived from the engineering design for Skagit County Public Works project number ES7900-8, Francis Road Reconstruction Section 1.

Situate in Skagit County, Washington.

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November 21, 2020



4/23/21