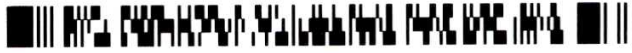


Recording Requested By And
When Recorded Mail To:

Skagit County
Public Works Department
Attn: Dianne Crane
1800 Continental Place
Mount Vernon, Washington 98273



201808080016

08/08/2018 09:44 AM Pages: 1 of 9 Fees: \$107.00
Skagit County Auditor

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

AUG 08 2018

DOCUMENT TITLE: **TEMPORARY CONSTRUCTION EASEMENT**

REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*

GRANTOR(S): **Cathy D. Butler**, a single person.

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

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

ASSESSOR'S TAX / PARCEL NUMBER(S): **P34145** (XrefID: 350312-3-002-0004)

ABBREVIATED LEGAL DESCRIPTION: Tr. 2, SP#19-79 & PTN OF SW ¼ OF SW ¼, 12-35-3
E W.M. (Complete LEGAL DESCRIPTION provided at *Exhibit "C"*).

TEMPORARY CONSTRUCTION EASEMENT

The undersigned, **Cathy D. Butler**, a single person, (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 located within and upon Grantor's 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 installation of a Project purpose, including maintenance of existing culvert(s), ditches, conveyance system(s), within said Temporary Easement, for any and all other purposes reasonably related thereto. A legal description for the Grantor's Property is attached hereto as *Exhibit "C"*, and is hereby incorporated by reference. The Temporary Easement shall be for the purpose of a Project (described in *Exhibit "D"*).

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 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 (as described in *Exhibit "D"* attached hereto and incorporated by reference). 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 Grantor recognizes and agrees that the Project may result in drainage impacts to Grantor's Property (including, but not necessarily limited to, changes in the flow of water at Grantor's Property). Grantor specifically recognizes and agrees that the Grantee is not responsible or liable for any drainage impacts or damage to Grantor's Property resulting from the Project and/or this Temporary Easement. Grantor releases and holds harmless Grantee from any drainage impacts or damage to Grantor's Property resulting from and/or related to the Project or this Temporary Easement. 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 or any specific drainage facilities at (or within the vicinity of) Grantor's Property pursuant to the terms of this Temporary Easement. The terms of this Section 2.1 shall survive the termination or expiration of this Temporary Easement (and shall be perpetual in nature).

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, 2018, 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.

GRANTOR:

DATED this 20 day of July, 2018.By: Cathy D. Butler

Cathy D. Butler

STATE OF WASHINGTON

COUNTY OF SKAGIT

} ss.

I certify that I know or have satisfactory evidence that **Cathy D. Butler**, a single person, is the person who appeared before me, and said person acknowledged that she signed this instrument, and on oath stated that she is duly authorized executed the forgoing instrument as her free and voluntary act for the uses and purposes herein mentioned.

DATED this 20 day of July, 2018.

(SEAL)



Notary Public

Print name: Susannah AlvarezResiding at: Bryan WAMy commission expires: 12/9/2019

DATED this 6 day of August, 2018.

**BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON**

Kenneth A. Dahlstedt, Chair

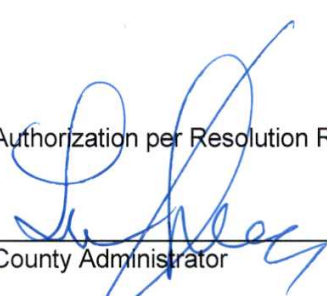
Ron Wesen, Commissioner

Lisa Janicki, Commissioner

Attest:

Clerk of the Board

Authorization per Resolution R20050224:



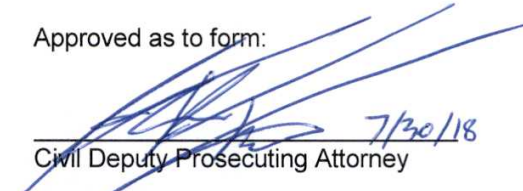
County Administrator

Recommended:



Department Head

Approved as to form:

 7/30/18

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

 (8-3-18)

Risk Manager

Approved as to budget:



Budget & Finance Director

EXHIBIT "A"
P34145

TEMPORARY EASEMENT AREA LEGAL DESCRIPTION

A temporary easement for the purpose of replacing a culvert within parcel number P34145 more particularly described as follows:

Beginning at the Northwest Corner of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 12, Township 35 North, Range 3 East, W.M.; thence Northerly along the westerly line of Tract 2, Short Plat No. 19-79 a distance of 140' to the northern portion of the existing driveway (as of 5-17-2017); thence easterly along a strip of land 260 feet long and 30 feet wide.

SITUATE IN SKAGIT COUNTY, STATE OF WASHINGTON.

EXHIBIT "B"
P34145
GRAPHIC DEPICTION OF TEMPORARY EASEMENT AREA

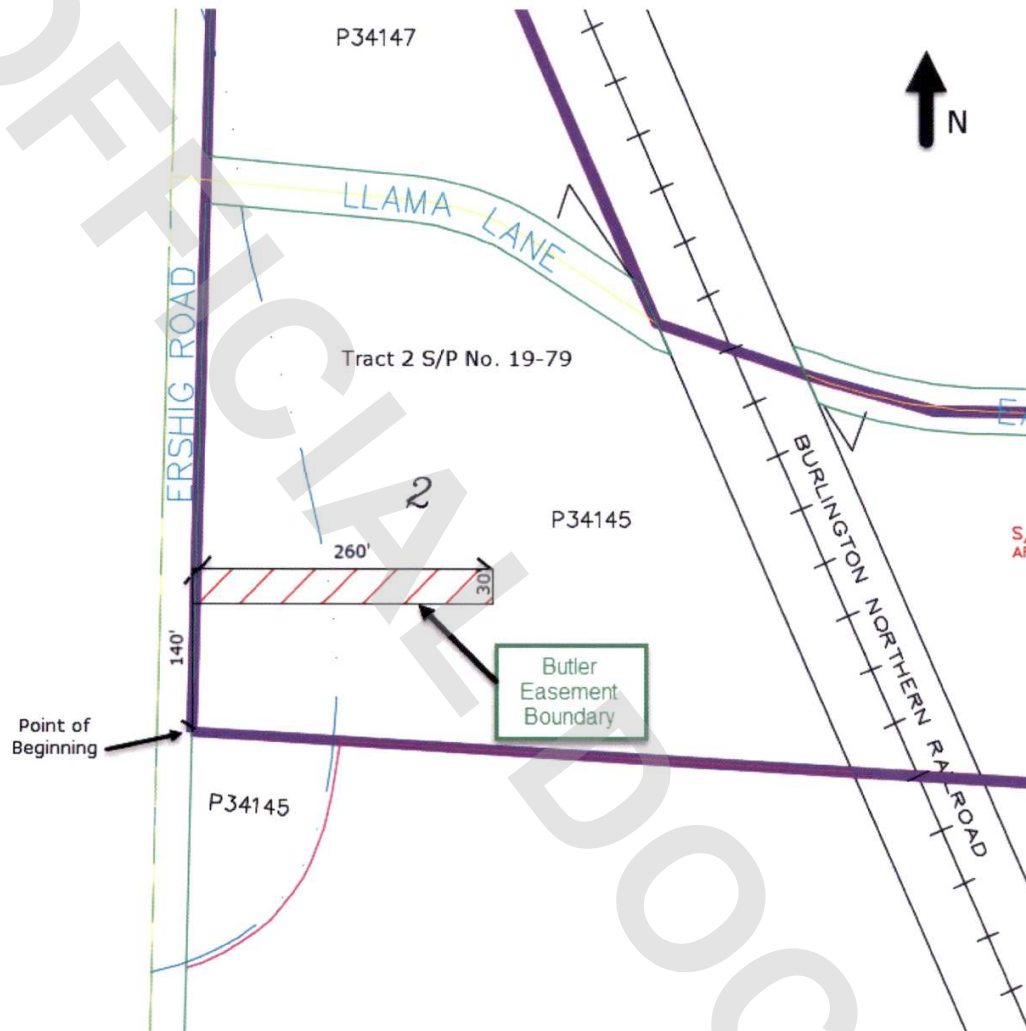


EXHIBIT "C"
P34145
LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

Schedule "A-1"

134532-PE

DESCRIPTION:

PARCEL "A":

Tract 2, Short Plat No. 19-79, approved June 15, 1979, recorded July 13, 1979 in Book 3 of Short Plats, page 144, under Auditor's File No. 7907130005 and being a portion of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 12, Township 35 North, Range 3 East, W.M.

Situate in the County of Skagit, State of Washington.

PARCEL "B":

That portion of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 12, Township 35 North, Range 3 East, W.M., described as follows:

Beginning at the Northwest corner of said subdivision;
thence East along the North line thereof, a distance of 235 feet, more or less, to the midline of an unnamed slough;
thence Southwesterly along the midline of said unnamed slough to the West line of said Section 12;
thence North along the West line of said Section, a distance of 192 feet, more or less, to the point of beginning.

EXCEPT road along the West line thereof.

Situate in the County of Skagit, State of Washington.

Exhibit "D"
PROJECT DESCRIPTION

The Project shall include:

An existing 24-inch diameter culvert is approximately 15 feet long and runs beneath a private earthen access road leading from the residential parking area to the barns in the eastern part of the Grantor's Property. This portion of Edison Slough is surrounded by hog-wire fencing, wood fending, and barb-wire fencing in various places on the Grantor's Property.

Said culvert shall be replaced with an approximately 10-foot wide by 30-foot long concrete bridge deck, which will involve removal of approximately 1,120 square feet of earthen road fill below the OHWM of Edison Slough (125 cubic yards). Prior to removing the culvert, trenches will be dug on either side of the channel to accommodate abutments. This work will occur outside of the channel and is anticipated to occur in dry conditions. After the abutments are placed, the private earthen fill road will be excavated and the culvert will be removed. The channel will be restored to match the upstream and downstream geometry.

Placement of the new bridge will require placement of approximately 50 cubic yards of clean material above the OHWM to support the road surface on either side of Edison Slough. The new bridge will have guardrails on both sides and shall otherwise meet all current applicable standards.

