

Recording Requested By And
When Recorded Mail To:

Skagit County
Public Works Department
Attn: Jeff McGowan
1800 Continental Place
Mount Vernon, Washington 98273



201211060057

Skagit County Auditor

11/6/2012 Page

1 of 7 1:52PM

DOCUMENT TITLE: TEMPORARY CONSTRUCTION EASEMENT

SKAGIT COUNTY
Contract # C20120448
Page 1 of 7

REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*

GRANTOR(S): **Sierra Pacific Holding Company**, a California corporation

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

ABBREVIATED LEGAL DESCRIPTION: NW1/4 OF NE1/4 & NW1/4 SE1/4 W OF RD & W1/2 OF SECTION 11, TOWNSHIP 34 NORTH, RANGE 9 EAST, EXC PTN E OF RD IN SE1/4 NW1/4 C/F-75 EXC FDP THAT PTN NW1/4 NE1/4 AND THAT PTN N1/2 NW1/4 LYG ELY OF SAUK VALLEY RD

ASSESSOR'S TAX / PARCEL NUMBER(S): P30888 (XrefID: 340911-1-001-0005)

TEMPORARY CONSTRUCTION EASEMENT

The undersigned, **Sierra Pacific Holding Company**, a California corporation ("Grantor"), for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, hereby grants to **Skagit County**, a political subdivision of the State of Washington ("Grantee"), 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 as legally described on *Exhibit "A"*, 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 Concrete-Sauk Valley Road MP 12.5 Fish Passage Project within said Temporary Easement area, and for any and all other purposes reasonably related thereto. A legal description for the Grantor's Property is attached hereto as *Exhibit "B"*, and is hereby incorporated by reference. The Temporary Easement shall be for the purpose of the construction of the Fish Passage Culvert Replacement and new channel construction on an unnamed creek tributary to the Sauk River.

2. Use of Easement. 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 (as described and depicted in *Exhibit "A"*) for purposes of using the Temporary Easement for the Concrete-Sauk Valley Road MP 12.5 Fish Passage 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 (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 Grantee agrees to be responsible for all damage arising from negligent acts of its employees, agents, or representatives on Grantor's Property in exercise of Grantee's rights herein granted by this Temporary Easement, and will repair and restore the Grantor's Property to a substantially similar condition as existed before Grantee or Grantee's employees, agents, or representatives entered onto the Grantor's Property for the purposes described in this Temporary Easement. Grantor shall not be responsible or liable for the activities of Grantee (and/or Grantee's employees, agents and representatives) within the area of the Temporary Easement. Grantee assumes no liability for any alleged damage resulting subsequent to the termination of this Temporary Easement, or from any source other than as expressly set forth herein.

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. 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 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.



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GRANTOR:

DATED this 18 day of OCT., 2012.

Sierra Pacific Holding Company, a California corporation.

By: Thomas C Nelson
Print Name: Thomas C Nelson
Title: WA Timberlands Mgr.

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

NOV 06 2012

Amount Paid \$ ✓
Skagit Co. Treasurer
By MB Deputy

STATE OF WASHINGTON

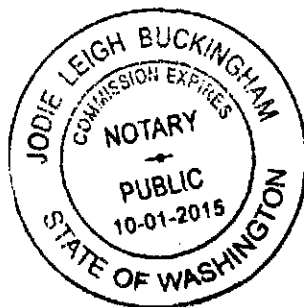
COUNTY OF SKAGIT

ss.

I certify that I know or have satisfactory evidence that Thomas C. Nelson, as the WA Timberlands Mgr of Sierra Pacific Holding Company, a California corporation, is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was duly authorized to execute this instrument and executed the forgoing instrument as his/her free and voluntary act for the uses and purposes herein mentioned.

DATED this 18 day of OCT., 2012.

(SEAL)



Jodie Leigh Buckingham
Notary Public

Print name: Jodie Leigh Buckingham

Residing at: Washington State

My appointment expires: 10-01-2015



DATED this 5 day of November, 2012.

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

Kenneth A. Dahlstedt

Kenneth A. Dahlstedt, Chairman

Sharon D. Dillon

Sharon D. Dillon, Commissioner

Ron Wesen

Ron Wesen, Commissioner

Attest:

Amber Kellogg, Asst.
Clerk of the Board

Authorization per Resolution R20050224

Recommended:

H. Hask
Department Head

County Administrator

Approved as to form:

[Signature] 10/23/12
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Jessie Mull Hooper
Risk Manager

Approved as to budget:

Linda Gagne
Budget & Finance Director



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EXHIBIT "A"

TEMPORARY EASEMENT DESCRIPTION

**A PORTION OF LAND WHICH LIES IN THE SE1/4 OF NW1/4 LYING EAST OF SAUK VALLEY RD
ALL IN SECTION 11 T34N ; R9E, W.M.**

Commencing at a point which is the intersection of the Concrete-Sauk Valley Road Centerline
and the 48" Corrugated metal culvert for the creek commonly known as "Angry Man Creek",

Thence southerly along the centerline of the road a distance of ± 12 feet,

Thence ± 12 feet easterly to the east edge of the county road and the TRUE POINT OF
BEGINNING.

Thence east ± 30 feet to a point referred to as "A" on the Exhibit Drawing,

Thence southeast ± 144 feet to a point referred to as "B",

Thence south ± 101 feet to a point referred to as "C",

Thence west ± 138 feet to a point referred to as "D",

Thence northerly along the east edge of the above mentioned county road, to the TRUE POINT
OF BEGINNING and the end of this description.

Situate in the County of Skagit.



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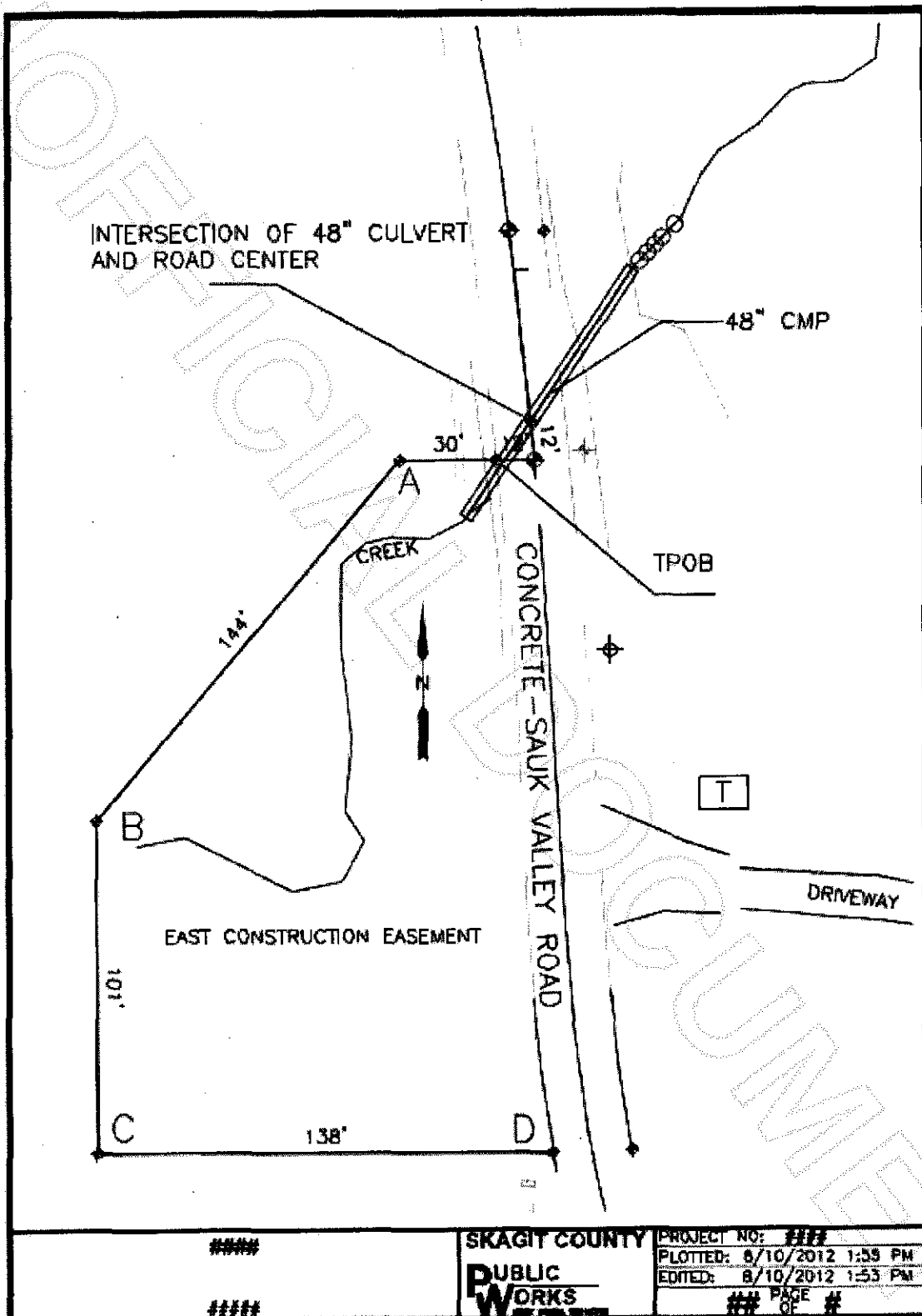
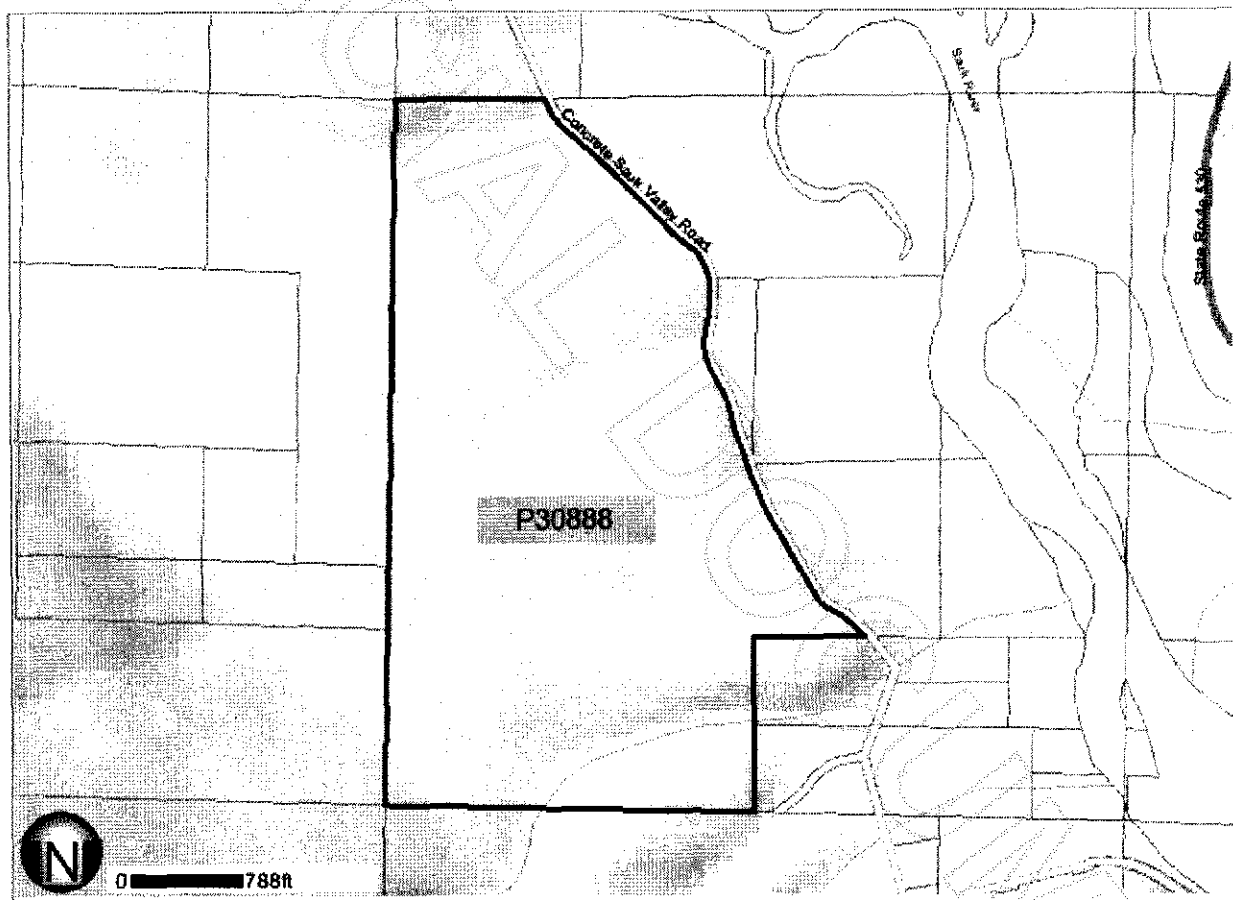


EXHIBIT "B"

TEMPORARY EASEMENT LEGAL DESCRIPTION

Legal Description

NW1/4 OF NE1/4 & NW1/4 SE1/4 W OF RD & W1/2 OF SECTION 11, TOWNSHIP 34 NORTH, RANGE 9 EAST, EXC PTN E OF RD IN SE1/4 NW1/4 C/F-75 EXC FDP THAT PTN NW1/4 NE1/4 AND THAT PTN N1/2 NW1/4 LYG ELY OF SAUK VALLEY RD
Situate in the County of Skagit, State of Washington.



Vicinity map of the property.



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