



201309050067

Recording Requested By And
When Recorded Mail To:

Skagit County
Public Works Department
Attn: Emily Derenne
1800 Continental Place
Mount Vernon, Washington 98273

Skagit County Auditor

\$79.00

9/5/2013 Page

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8 4:23PM

DOCUMENT TITLE: TEMPORARY CONSTRUCTION EASEMENT

REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*

SKAGIT COUNTY
Contract # C20130365
Page 1 of 8

GRANTOR(S): Charles Hill, a single man.

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

ASSESSOR'S TAX / PARCEL NUMBER(S): P49402 (XrefID: 360418-1-014-0204)

ABBREVIATED LEGAL DESCRIPTION: TRACT 4 OF SURVEY RECORDED UNDER AUDITOR'S FILE NUMBER 8509090048 AND ALSO EXCEPT THAT PORTION DESCRIBED AS FOLLOWS BEGINNING AT NORTHEAST CORNER OF TRACT 4 THENCE SOUTH 0-29-29 WEST 186.73 FEET TO POINT OF BEGINNING THENCE SOUTH 84 DEGREES WEST 19 FEET MORE OR LESS TO NORTHERLY PROJECTION OF THE WEST LINE OF THE EASTERLY 25 FEET OF NORTHWEST QUARTER OF THE SOUTHEAST QUARTER THENCE SOUTH 02-11-39 WEST ALONG SAID WEST LINE AND ITS PROJECTED 357.97 FEET TO THE TERMINUS OF SAID LINE BEING A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER AND A PORTION OF THE NORTH HALF OF SAID SECTION (Complete LEGAL DESCRIPTION provided in *Exhibit "C"*).

TEMPORARY CONSTRUCTION EASEMENT

The undersigned, **Charles Hill**, a single man ("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"* 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 Project purposes and 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 (as described at Exhibit "D").

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 area (as described and depicted in *Exhibit "A"* and *"B"*) for purposes of using the Temporary Easement for Project purposes, including the installation of drainage conveyance systems including culverts, as further described at *Exhibit "D"* attached hereto and incorporated by reference. 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 while the Temporary Easement is in effect, without approval of the Grantee.

2.1 Grantor specifically recognizes and agrees that the Grantee is not responsible or liable for any drainage or surface water impact or damage to Grantor's Property resulting from this Temporary Easement, and Grantor releases and hold harmless Grantee from any drainage or surface water impact or damages to Grantor's Property resulting from and/or related to this Temporary Easement. Grantee otherwise agrees to be responsible for damages solely arising from the negligent acts of its employees, agents, or representatives on Grantor's Property in exercise of Grantee's rights herein granted by this 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 (as determined by Grantee). This Temporary Easement shall otherwise expire by its own terms and terminate September 30, 2014 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. Other Terms (Modifications; Neutral Authorship; Captions & Counterparts; Entire Agreement). This Temporary Easement may be changed, modified, amended or waived only by subsequent written agreement, duly executed by the parties hereto. Each of the terms and provisions of this Temporary Easement have been reviewed and negotiated, and represents the combined work product of the parties hereto. No presumption or other rules of construction which would interpret the provisions of this Temporary Easement in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Temporary Easement. The parties represent and warrant that they have fully read this Temporary Easement, that they understand its meaning and effect, and that they enter into this Temporary Easement with full knowledge of its terms. This Temporary Easement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. This Temporary Easement contains all the terms and conditions mutually agreed upon by the parties. This Temporary Easement supersedes any prior oral statements, discussions, and/or understandings between the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Temporary Easement shall be deemed to exist or to bind any of the parties hereto.



GRANTOR:

DATED this 14th day of August, 2013

Charles L Hill
Charles Hill

STATE OF WASHINGTON

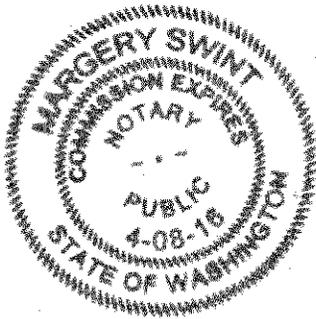
COUNTY OF SKAGIT

} ss.

I certify that I know or have satisfactory evidence that **Charles Hill** is the person who appeared before me, and said person acknowledged that they signed this instrument, on oath stated that they executed the forgoing instrument as their free and voluntary act for the uses and purposes herein mentioned.

DATED this 14th day of August, 2013

(SEAL)



Notary Public

Print name: Margery Swint

Residing at: Neard Veum

My commission expires:

4/8/16

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

SEP 05 2013

Amount Paid \$
Skagit Co. Treasurer
By Tom Deputy



201309050067

GRANTEE:

DATED this 29 day of August, 2013.

~~BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON~~

~~_____
Sharon D. Dillon, Chair~~

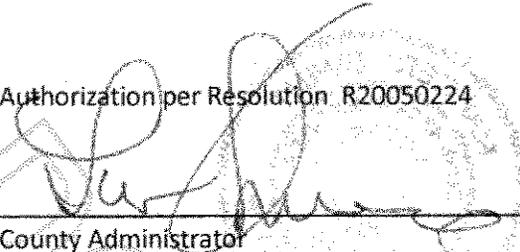
~~_____
Ron Wesen, Commissioner~~

~~_____
Kenneth A. Dahlstedt, Commissioner~~

Attest:

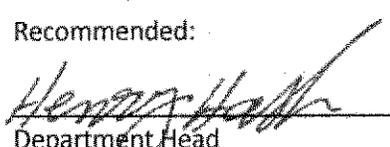
Clerk of the Board

Authorization per Resolution R20050224



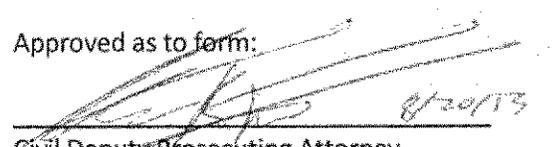
County Administrator

Recommended:



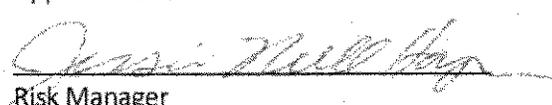
Department Head

Approved as to form:



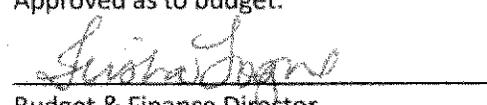
Civil Deputy Prosecuting Attorney

Approved as to indemnification:



Risk Manager

Approved as to budget:



Budget & Finance Director



EXHIBIT "A"
TEMPORARY EASEMENT LEGAL DESCRIPTION

TEMPORARY EASEMENT **COMMENCES** AT THE PROPERTY LINE ADJACENT TO OVERPASS ROAD AND THE EXISTING DRIVEWAY; THENCE EASTERLY ALONG THE EXISTING DRIVEWAY 255 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE NORTHERLY 15 FEET TO A POINT 15 FEET EAST OF THE ORDINARY HIGH WATER MARK (OHWM) ON THE LEFT BANK OF THE UNNAMED TRIBUTARY TO FRIDAY CREEK AND 15 FEET NORTHERLY FROM THE CENTER OF THE EXISTING DRIVEWAY; THENCE EASTERLY 25 FEET TO A POINT 15 FEET EASTERLY OF THE OHWM OF THE RIGHT BANK OF THE UNNAMED TRIBUTARY TO FRIDAY CREEK AND 15 FEET NORTHERLY OF THE CENTER LINE OF THE EXISTING DRIVEWAY; THENCE SOUTHERLY 30 FEET TO A POINT 15 FEET SOUTHERLY OF THE CENTER LINE OF THE EXISTING DRIVEWAY AND 15 FEET EASTERLY OF THE OHWM OF THE RIGHT BANK OF THE UNNAMED TRIBUTARY TO FRIDAY CREEK; THENCE WESTERLY 30 FEET TO A POINT 15 FEET SOUTHERLY OF THE EXISTING DRIVEWAY AND 15 FEET WESTERLY OF THE OHWM OF THE LEFT BANK OF THE UNNAMED TRIBUTARY TO FRIDAY CREEK; THENCE **RETURNING** TO THE TRUE POINT OF BEGINNING. TEMPORARY CONSTRUCTION EASEMENT SHALL BE 30 FEET IN WIDTH AND 30 FEET IN LENGTH, TOTALLING 0.02± ACRES. ACCESS TO THE TEMPORARY EASEMENT IS REACHED VIA THE LANDOWNER'S PROPERTY.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.



EXHIBIT "B"
GRAPHIC DEPICTION OF TEMPORARY EASEMENT AREA



This easement is required for the construction of a culvert.



EXHIBIT "C"
LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

That portion of the Northwest quarter of the Southeast Quarter and that portion of the Southwest Quarter of the Northeast Quarter and that portion of the Southeast Quarter of the Northwest Quarter of Section 18, Township 36 North, Range 4 East of the Willamette Meridian, described as follows:

Beginning at the Northwest corner of the Southeast Quarter of said Section; thence South $01^{\circ}44'41''$ West along the West line of said Southeast Quarter, a distance of 144.17 feet;
thence South $88^{\circ}02'19''$ East, a distance of 1,299.59 feet;
thence North $02^{\circ}11'39''$ East, a distance of 358.00 feet, more or less, to the thread of Friday Creek;
thence North 84° East along the thread of Friday Creek, a distance of 19.00 feet, more or less, to the East line of the Southwest Quarter of the Northeast Quarter of said Section 18;
thence North $00^{\circ}29'29''$ East along said East line, a distance of 186.73 feet;
thence North $87^{\circ}52'25''$ West, a distance of 1,687.91 feet, more or less, to the East line of Colony Road;
thence South $03^{\circ}25'13''$ West along said East line, a distance of 407.98 feet, more or less, to the South line of the Southeast Quarter of the Northwest Quarter of said Section;
thence South $88^{\circ}02'19''$ East along said South line, a distance of 382.91 feet, more or less, to the point of beginning.

(Said property is also known as Tract 4 of that Survey recorded November 15, 1985, in Volume 6 of Surveys, pages 141 through 144, inclusive, under Auditor's File No. 8511150D15, records of Skagit County, Washington.

Situated in Skagit County, Washington.



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Exhibit "D"
PROJECT DESCRIPTION

Project shall consist of upgrading the existing conveyance system of Parcel Number P49402 located at the unnamed tributary to Friday Creek crossing. This will involve the removal of an existing undersized culvert and replacement with an appropriately sized culvert. This project will improve conveyance on the landowner's property while also removing a partial fish passage barrier and upgrading it to a fish passable culvert.

Grantee's crews shall reach the Temporary Construction Easement via the Grantor's Property.

