

Recording Requested By And
When Recorded Mail To:

Skagit County
Public Works Department
Attn: Nikki Davis
1800 Continental Place
Mount Vernon, Washington 98273



Skagit County Auditor \$80.00
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DOCUMENT TITLE: TEMPORARY CONSTRUCTION EASEMENT

REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

GRANTOR(S): CLAN 2002, LLC, a Washington Limited Liability Company

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

ASSESSOR'S TAX / PARCEL NUMBER(S): P40541 (XrefID: 350533-0-001-0103)

MAR 21 2014

Amount Paid \$ ✓
Skagit Co. Treasurer
By *MG* Deputy

ABBREVIATED LEGAL DESCRIPTION: DF-86 RT#0-001-01 PTN OF NW1/4 DAF BEG AT SWC OF NW1/4 TH N 0-47-30 W 250 FT TO TPB TH CONT N 0-47-30 W 1760FT TH N 89-25-29 E 990FT TH S 0-47-30 E 269.48FT TH N 89-1 9-42 E 415.81FT TH S 0-33-37 W 1081.55FT TH S 89-25-29 W 390.30FT TH S 0-47-30 E 409.88FT TH S 89-25-29 W 990FT TO TPB EXC RT#0-001-02,03,04 DF-86 AF#8602050038 AKA TRS 15,16,21,22 UNREC SURVEY PANORAMIC PLATEAU SURVEY AF#200810090004 (Complete LEGAL DESCRIPTION provided at *Exhibit "C"*).

TEMPORARY CONSTRUCTION EASEMENT

The undersigned, **CLAN 2002, LLC**, a Washington Limited Liability Company, (referred to individually herein as "Grantor") and **Skagit County**, a political subdivision of the State of Washington (referred to individually herein as "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 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, including but not necessarily limited to, the construction of a new open conveyance and installation of two (2) Polyethylene twelve inch (12") access culvert(as further described in *Exhibit "D"*) within said Temporary Easement, 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 (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).

2.2 Grantee otherwise 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. 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 (as determined by Grantee). This Temporary Easement shall otherwise expire by its own terms and terminate on August 31, 2014, 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 10 day of March, 2014.

CLAN 2002, LLC, a Washington Limited Liability Company

By Carol A Peterson
Name: Carol A Peterson
Its: Manager and Member

STATE OF WASHINGTON
COUNTY OF SKAGIT

} ss.

I certify that I know or have satisfactory evidence that Carol A. Peterson, as a Member and Manager of CLAN 2002, LLC, a Washington Limited Liability Company is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was duly authorized to execute the forgoing instrument as her free and voluntary act for the uses and purposes herein mentioned.

DATED this 10 day of MARCH, 2014.



Tawnee Clearbrook
Notary Public
Print name: TAWNEE CLEARBROOK
Residing at: HUNT BENDON
My commission expires: 11-10-17



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DATED this 19 day of March, 2014.

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

Ron Wesen, Chair

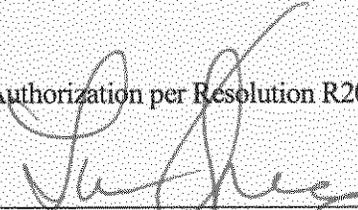
Kenneth A. Dahlstedt, Commissioner

Sharon D. Dillon, Commissioner

Attest:

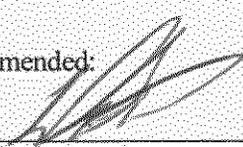
Clerk of the Board

Authorization per Resolution R20050224



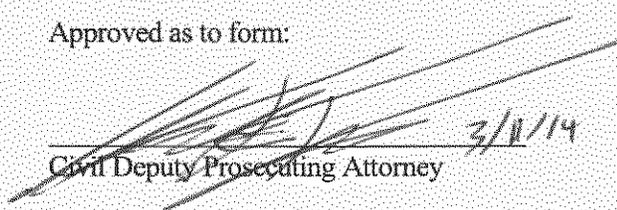
County Administrator

Recommended:



Department Head

Approved as to form:



Civil Deputy Prosecuting Attorney 3/11/14

Approved as to indemnification:



Risk Manager 3/17/14

Approved as to budget:



Budget & Finance Director



EXHIBIT "A"
P40541

TEMPORARY CONSTRUCTION EASEMENT LEGAL DESCRIPTION

A Temporary Construction Easement thirty feet (30') in width, for the purpose of construction of a new drainage conveyance and access culvert installation shall commence within Township 35 North, Range 05 East, Section 33, Records of Skagit County, Washington. At the center of Township 35 North, Range 05 East, Section 33; thence in a Northerly direction along the centerline of said section for a distance of ± 664.16 feet; thence in a Westerly direction for a distance of ± 1263.91 feet; **TO THE TRUE POINT OF BEGINNING;**

Temporary Construction Easement shall begin at the centerline of newly formed access drive of **P40541**. Easement shall be fifteen feet (15') either side of centerline of said access drive for a distance of ± 643 feet.

Situate in Skagit County, State of Washington.



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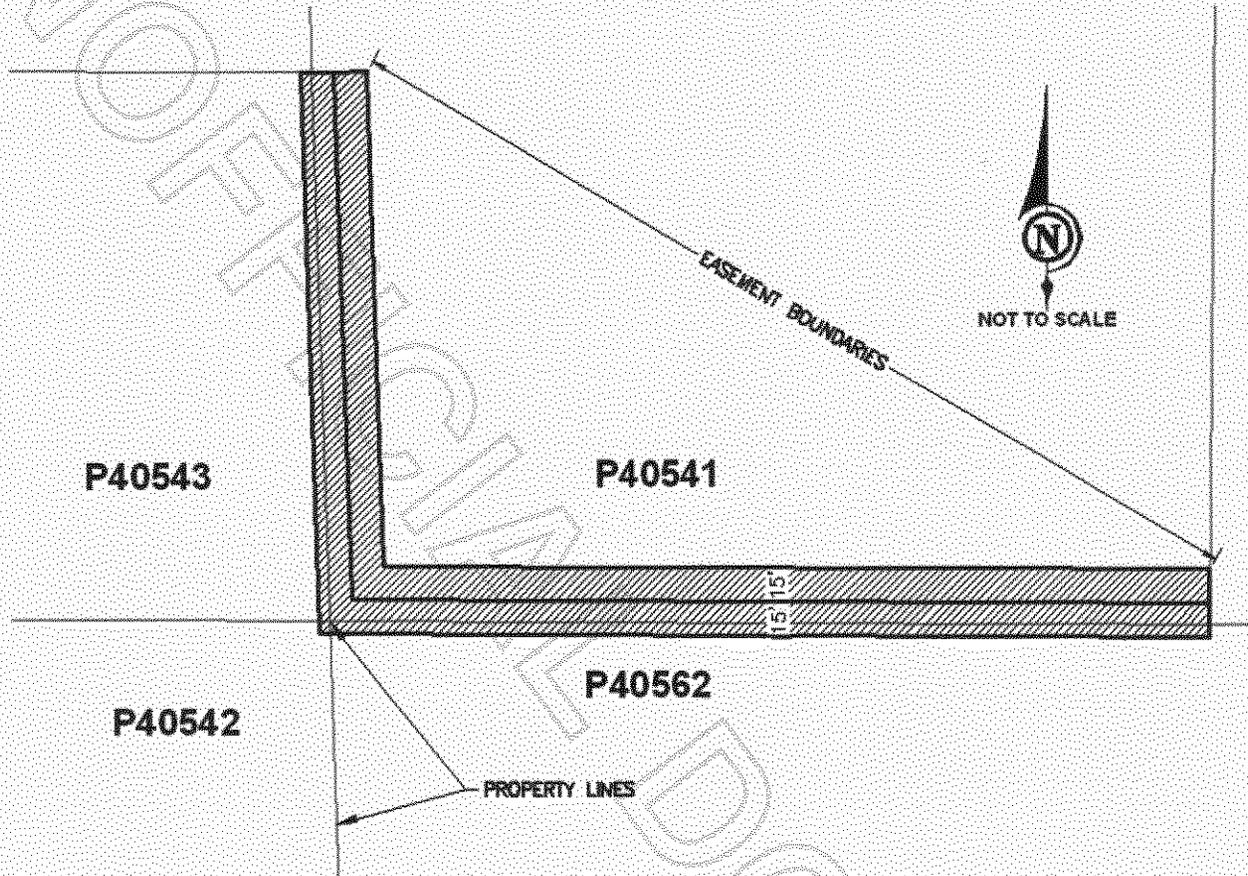
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EXHIBIT "B"
P40541

GRAPHIC DEPICTION OF TEMPORARY CONSTRUCTION EASEMENT AREA



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EXHIBIT "C"

P40541

LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

PARCEL "A"

That portion of the Northwest ¼ of Section 33, Township 35 North, Range 5 East W. M., described as follows:

Commencing at the Southwest corner of said Northwest ¼; thence North 0°47'30" West, along the West line of said Northwest ¼, a distance of 1570.00 feet to the point of beginning; thence continuing North 0°47'30" West 220.00 feet; thence North 89°25'29" East, parallel to the South line of said Northwest ¼, a distance of 990.00 feet; thence South 0°47'30" East, parallel to the West line of said Northwest ¼, a distance of 220.00 feet; thence South 89°25'29" West, parallel to the South line of said Northwest ¼, a distance of 990.00 feet to the point of beginning. (Also known as Tract 1 of unrecorded plat of Steelhead Bend)

PARCEL "B"

That portion of the Northwest ¼ of Section 33, Township 35 North, Range 5 East W.M., described as follows:

Commencing at the Southwest corner of said Northwest ¼; thence North 0°47'30" West, along the West line of said Northwest ¼, a distance of 1790.00 feet to the point of beginning; thence continuing North 0°47'30" West 220.00 feet; thence North 89°25'29" East, parallel to the South line of said Northwest ¼, a distance of 990.00 feet; thence South 0°47'30" East, parallel to the West line of said Northwest ¼, a distance of 220.00 feet; thence South 89°25'29" West, parallel to the South line of said Northwest ¼, a distance of 990.00 feet to the point of beginning. (Also known as Tract 1 of unrecorded plat of Steelhead Bend)



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PARCEL "C"

That portion of the Northwest ¼, of Section 33, Township 35 North, Range 5 East W.M., described as follows:

Commencing at the Southwest corner of said Northwest ¼; thence North 0°47'30" West, along the West line of said Northwest ¼, a distance of 2010 feet; thence North 89°25'29" East, parallel to the South line of said Northwest ¼, a distance of 990.00 feet; thence South 0°47'30" East, parallel to the West line of said Northwest ¼, a distance of 269.48 feet, to the true point of beginning; thence North 89°19'42" East 415.81 feet; thence South 0°33'37" West 1081.55 feet; thence South 89°25'29" West, parallel to the South line of said Northwest ¼, a distance of 390.30; thence North 0°37'40" West, parallel to the West line of said Northwest ¼ a distance of 1080.64 feet of the true point of beginning,

EXCEPT that portion thereof lying South of a line drawn parallel to and 548 feet North of the South line thereof, as measured along the West line of said tract. (Also known as Tract 21 of the unrecorded plat of Steelhead Bend)

PARCEL "D"

That portion of the Northwest ¼ of Section 33, Township 35 North, Range 5 East W.M., described as follows:

Commencing at the Southwest corner of said Northwest ¼; thence North 0°47'30" West, along the West line of said Northwest ¼, a distance of 2010 feet; thence North 89°25'29" East, parallel to the South line of said Northwest ¼, a distance of 990.00 feet; thence South 0°47'30" East, parallel to the West line of said Northwest ¼, a distance of 269.48 feet, to the true point of beginning; thence North 89°19'42" East 415.81 feet; thence South 0°33'37" West 1081.55 feet; thence South 89°25'29" West, parallel to the South line of said Northwest ¼, a distance of 390.30; thence North 0°37'40" West, parallel to the West line of said Northwest ¼, a distance of 1080.64 feet to the true point of beginning,

EXCEPT that portion thereof lying North of a line drawn parallel to and 548 feet North of the South line thereof, as measured along the West line of said Tract. (Also known as Tract 22 of the unrecorded plat of Steelhead Bend)



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Exhibit "D"
PROJECT DESCRIPTION

The Project shall include:

- Construction of new open conveyance to be parallel with existing access road.
- Placement of two (2) new Polyethylene twelve inch (12") access culverts.
- Surrounding grounds that may be disturbed during Project construction shall be returned to a substantially similar condition as existed prior to the commencement of Project work. Hydroseeding may be performed as needed



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