

Recording Requested By And
When Recorded Mail To:

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



201506290133

Skagit County Auditor \$79.00
6/29/2015 Page 1 of 8 3:55PM

DOCUMENT TITLE: **TEMPORARY CONSTRUCTION EASEMENT**

REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*

GRANTOR(S): **Dick and Carmen Werder Family Trust; Werder, Richard W. and Werder, Carmen M., Husband and Wife as joint tenants with Rights of Survivorship**

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

ASSESSOR'S TAX / PARCEL NUMBER(S): **P48054 (Xref) D 360322-2-008-0007**

ABBREVIATED LEGAL DESCRIPTION: **Section 22, Township 36N, Range 03E (Complete LEGAL DESCRIPTION provided at Exhibit "C").**

TEMPORARY CONSTRUCTION EASEMENT

The undersigned, **Dick and Carmen Werder Family Trust; Werder, Richard W. and Werder, Carmen M., Husband and Wife as joint tenants with Rights of Survivorship** (referred to herein as "Grantors") 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. Grantors 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 Grantors 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 Grantors' 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, placement of sandbags along existing creek for the purpose of prevention of flooding (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 Grantors' 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 Grantors' 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). Grantors shall not have the right to exclude Grantee, Grantee's employees, agents, contractors, or other third parties from the Temporary Easement. Grantors 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 Grantors recognize and agree that the Project may result in drainage impacts to Grantors' Property (including, but not necessarily limited to, changes in the flow of water at Grantors' Property). Grantors specifically recognize and agree that the Grantee is not responsible or liable for any drainage impacts or damage to Grantors' Property resulting from the Project and/or this Temporary Easement. Grantors release and hold harmless Grantee from any drainage impacts or damage to Grantors' Property resulting from and/or related to the Project or this Temporary Easement. The Grantors specifically recognize and agree 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) Grantors' 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, 2015, 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.

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

JUN 29 2015

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

GRANTORS:

Dick and Carmen Werder Family Trust; Werder, Richard W. and Werder, Carmen M., Husband and Wife as joint tenants with Rights of Survivorship.

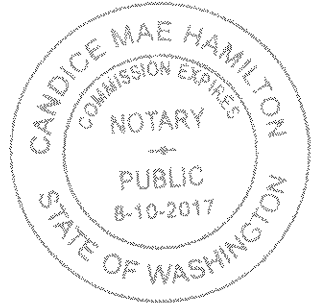
Richard W. Werder - Trustee
Date: 13 June 2015, 2015
Richard W. Werder

Carmen Werder - Trustee
Date: 13 June, 2015
Carmen M. Werder

STATE OF WASHINGTON
COUNTY OF Skagit } ss.

I certify that I know or have satisfactory evidence that Dick and Carmen Werder Family Trust; Werder, Richard W., and Werder, Carmen M., Husband and Wife as joint tenants with Rights of Survivorship, is/are the person(s) who appeared before me, and said person(s) acknowledged that they signed this instrument, on oath stated that they executed the forgoing instrument as their duly authorized free and voluntary act for the uses and purposes herein mentioned.

DATED this 13th day of June, 2015.
(SEAL)



Candice Mae Hamilton
Notary Public
Print name: Candice Mae Hamilton
Residing at: Ed Mill Valley, WA
My commission expires: 08/10/2017

DATED this 25 day of June, 2015.

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

Kenneth A. Dahlstedt, Chair

Lisa Janicki, Commissioner

Ron Wesen, Commissioner

Attest:

Clerk of the Board

Authorization per Resolution R20050224

Recommended:

County Administrator

Department Head

Approved as to form:

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Risk Manager

Approved as to budget:

Budget & Finance Director

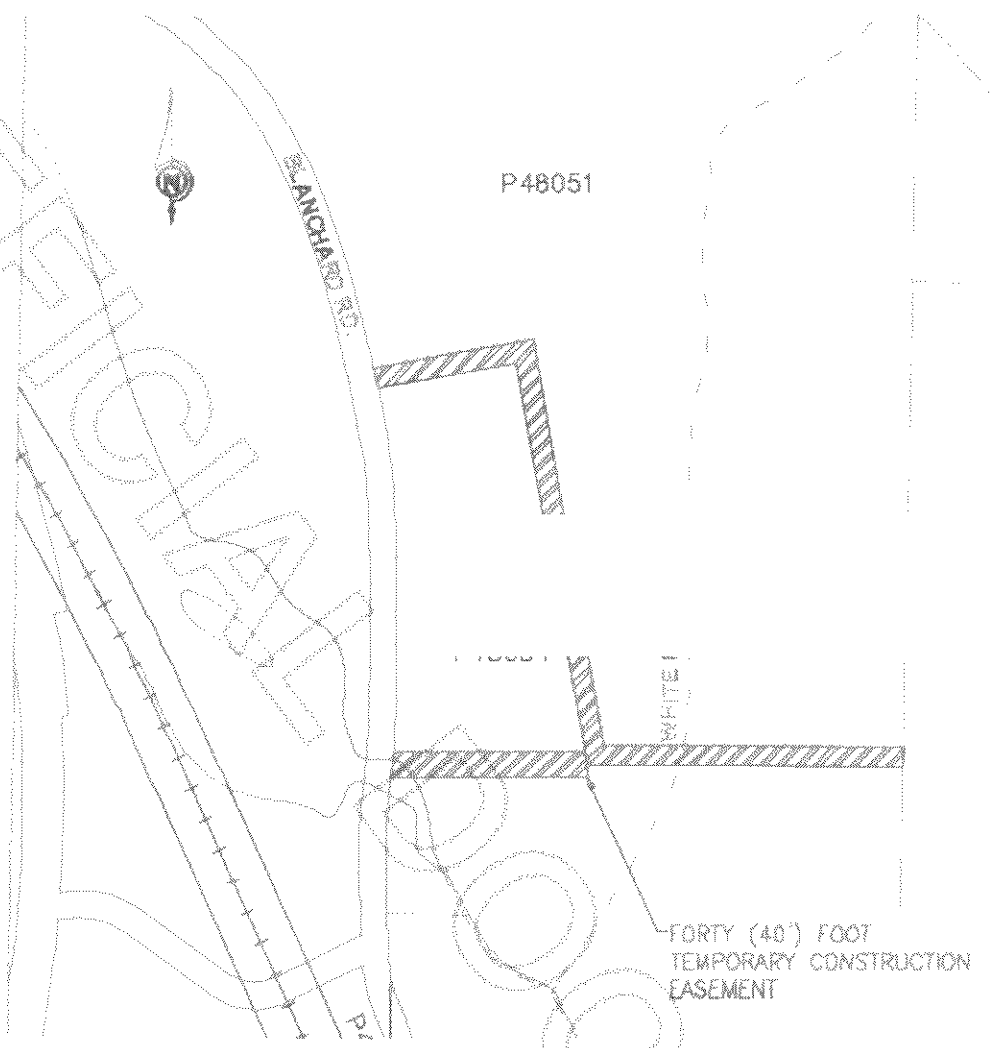
EXHIBIT "A"
P48054
TEMPORARY CONSTRUCTION EASEMENT LEGAL DESCRIPTION

A FORTY (40') FOOT TEMPORARY CONSTRUCTION EASEMENT, FOR THE PURPOSE OF CONSTRUCTING A SANDBAG BERM WITHIN PARCEL NUMBER P48054 WITHIN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 36 NORTH, RANGE 3 EAST, W.M. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LYING NORTHEASTERLY OF THE MCELROY SLOUGH, EXCEPT THAT PORTION LYING WITHIN COUNTY ROAD AND EXCEPT THAT PORTION CONVEYED TO LARRY G. HOWER, ETUX BY DEED RECORDED AUGUST 14, 1978, UNDER AUDITOR'S FILE NO. 885459. ALSO EXCEPT: A PORTION OF THE WEST ¼ OF THE NORTHWEST ¼ OF SECTION 22, TOWNSHIP 36 NORTH, RANGE 3 EAST, W.M., DESCRIBED AS FOLLOWS: BEGINNING AT A HUB IN A CENTER COUNTY ROAD 876.3 FEET SOUTH OF THE CORNER OF SECTIONS 15, 16, 21, AND 22, AND RUNNING THENCE ALONG CENTER OF SAID ROAD SOUTH 68 22' 00" EAST 214 FEET; THENCE SOUTH 52 40' 00" EAST 190 FEET; THENCE SOUTH 17 38' 00" EAST 568 FEET; TO THE TRUE POINT OF BEGINNING: THENCE SOUTH 0 3' 00" ±395 FEET TO CENTER OF EXISTING DRAINAGE DITCH AS IT LIES JUNE 2015; THENCE IN A EASTERLY DIRECTION ±283 FEET AT WHICH POINT IS THE TERMINUS OF SAID LINE.

UNOFFICIAL DOCUMENT

 EASEMENT BOUNDARY



FORTY (40') FOOT
TEMPORARY CONSTRUCTION
EASEMENT

EXHIBIT "C"

P48054

LEGAL DESCRIPTION OF GRANTORS' PROPERTY

ACREAGE ACCOUNT, ACRES 17.96, THAT PORTION OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 36 NORTH, RANGE 3 EAST, W.M., LYING NORTHEASTERLY OF THE MCELROY SLOUGH, EXCEPT THAT PORTION LYING WITHIN COUNTY ROAD AND EXCEPT THAT PORTION CONVEYED TO LARRY G. HOWER, ETUX BY DEED RECORDED AUGUST 14, 1978, UNDER AUDITOR'S FILE NO. 885459 ALSO EXCEPT A PORTION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 36 NORTH, RANGE 3 EAST, W.M., DESCRIBED AS FOLLOWS: BEGINNING AT A HUB IN A CENTER OF COUNTY ROAD 876.3 FEET SOUTH OF THE CORNER OF SECTIONS 15, 16, 21 AND 22, AND RUNNING THENCE ALONG CENTER OF SAID ROAD SOUTH 68 DEGREES 22' EAST 214 FEET, THENCE SOUTH 52 DEGREES 40' EAST 190 FEET; THENCE SOUTH 17 DEGREES 38' EAST 568 FEET, THENCE SOUTH 0 DEGREES 3' EAST 414 FEET TO CENTER OF MAIN CHANNEL OF MCELROY SLOUGH, THENCE FOLLOWING THE CENTER OF SAID CHANNEL WESTERLY AND NORTHERLY TO BLANCHARD LOGGING RAILROAD TRESTLE AS NOW CONSTRUCTED, THENCE NORTHWESTERLY ALONG EASTERLY SIDE OF SAID TRESTLE TO INTERSECTION WITH SECTION LINE BETWEEN SECTIONS 21 AND 22, THENCE NORTH ALONG SAID SECTION LINE TO PLACE OF BEGINNING, EXCEPTING AND RESERVING RIGHT OF WAY OF SAID COUNTY ROAD AND OF THE SEATTLE AND MONTANA RAILWAY COMPANY OVER AND ACROSS SAID LANDS, ALSO EXCEPTING AND RESERVING A STRIP OF LAND 3 FEET IN WIDTH ADJOINING SAID BLANCHARD LOGGING RAILWAY OVER AND ACROSS THAT CERTAIN 2.29 ACRE TRACT EMBRACED WITHIN THE ABOVE DESCRIPTION AND HERETOFORE CONVEYED TO BLANCHARD SHINGLE COMPANY BY DEED DATED AUGUST 25, 1902 AND RECORDED APRIL 29, 1903 IN VOLUME 50 OF DEEDS PAGE 415, RECORD OF DEEDS OF SKAGIT COUNTY AUDITOR, ALSO TOGETHER WITH COUNTY ROAD RIGHT-OF-WAY DESCRIBED AS FOLLOWS: LOCATED IN THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 36 NORTH, RANGE 3 EAST, W.M., THAT PORTION OF UNOPENED COUNTY RIGHT-OF-WAY KNOWN AS WOOD ROAD #24400 BEING 60 FEET IN WIDTH LYING WESTERLY OF THE CENTER LINE OF SAID SECTION 22 AND CONTINUING IN A NORTHWESTERLY DIRECTION TO ITS INTERSECTION WITH THE WEST LINE OF SAID SECTION 22, PER FINAL ORDER OF VACATION UNDER RESOLUTION # R20020285 RECORDED UNDER AF# 200208080139. THAT PORTION OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 36 NORTH, RANGE 3 EAST, W.M., LYING NORTHEASTERLY OF THE MCELROY SLOUGH, EXCEPT THAT PORTION LYING WITHIN COUNTY ROAD AND EXCEPT THAT PORTION CONVEYED TO LARRY G. HOWER, ETUX BY DEED RECORDED AUGUST 14, 1978, UNDER AUDITOR'S FILE NO. 885459 ALSO EXCEPT A PORTION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 36 NORTH, RANGE 3 EAST, W.M., DESCRIBED AS FOLLOWS: BEGINNING AT A HUB IN A CENTER OF COUNTY ROAD 876.3 FEET SOUTH OF THE CORNER OF SECTIONS 15, 16, 21 AND 22, AND RUNNING THENCE ALONG CENTER OF SAID ROAD SOUTH 68 DEGREES 22' EAST 214 FEET, THENCE SOUTH 52 DEGREES 40' EAST 190 FEET, THENCE SOUTH 17 DEGREES 38' EAST 568 FEET, THENCE SOUTH 0 DEGREES 3' EAST 414 FEET TO CENTER OF MAIN CHANNEL OF MCELROY SLOUGH, THENCE FOLLOWING THE CENTER OF SAID CHANNEL WESTERLY AND NORTHERLY TO BLANCHARD LOGGING RAILROAD TRESTLE AS NOW CONSTRUCTED, THENCE NORTHWESTERLY ALONG EASTERLY SIDE OF SAID TRESTLE TO INTERSECTION WITH SECTION LINE BETWEEN SECTIONS 21 AND 22, THENCE NORTH ALONG SAID SECTION LINE TO PLACE OF BEGINNING, EXCEPTING AND RESERVING RIGHT OF WAY OF SAID COUNTY ROAD AND OF THE SEATTLE AND MONTANA RAILWAY COMPANY OVER AND ACROSS SAID LANDS, ALSO EXCEPTING AND RESERVING A STRIP OF LAND 3 FEET IN WIDTH ADJOINING SAID BLANCHARD LOGGING RAILWAY OVER AND ACROSS THAT CERTAIN 2.29 ACRE TRACT EMBRACED WITHIN THE ABOVE DESCRIPTION AND HERETOFORE CONVEYED TO BLANCHARD SHINGLE COMPANY BY DEED DATED AUGUST 25, 1902 AND RECORDED APRIL 29, 1903 IN VOLUME 50 OF DEEDS PAGE 415, RECORD OF DEEDS OF SKAGIT COUNTY AUDITOR, ALSO TOGETHER WITH COUNTY ROAD RIGHT-OF-WAY DESCRIBED AS FOLLOWS: LOCATED IN THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 36 NORTH, RANGE 3 EAST, W.M., THAT PORTION OF UNOPENED COUNTY RIGHT-OF-WAY KNOWN AS WOOD ROAD #24400 BEING 60 FEET IN WIDTH LYING WESTERLY OF THE CENTER LINE OF SAID SECTION 22 AND CONTINUING IN A NORTHWESTERLY DIRECTION TO ITS INTERSECTION WITH THE WEST LINE OF SAID SECTION 22, PER FINAL ORDER OF VACATION UNDER RESOLUTION # R20020285 RECORDED UNDER AF# 200208080139

Exhibit "B"
PROJECT DESCRIPTION

The Project shall include:

Sandbags shall be hand placed along exiting Whitehall Creek's right bank. The County makes no representations or warranties as to the Project. The Project is solely intended to potentially help control erosion, and it is not intended to create or provide any flood control purpose or benefit. The County shall not be responsible or liable for the placement, maintenance, repair, and/or removal of any sandbags placed at Grantors' Property.

