

Recording Requested By And  
When Recorded Mail To:

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



201506290134

Skagit County Auditor

6/29/2015 Page

1 of

\$79.00

8 3:55PM

DOCUMENT TITLE: **TEMPORARY CONSTRUCTION EASEMENT**

REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*

GRANTOR(S): **Joseph O. Werder and Arie A Werder, Husband and Wife**

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

ASSESSOR'S TAX / PARCEL NUMBER(S): **P48051 (XrefID 360322-2-006-0108)**

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

### TEMPORARY CONSTRUCTION EASEMENT

The undersigned, **Joseph O. Werder and Arie A Werder, Husband and Wife** (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 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) 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 *mdm* Deputy

GRANTORS:

Joseph O. Werder  
Date: 6/13/15, 2015  
Joseph O. Werder

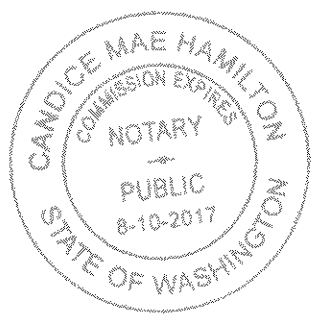
Arie A. Werder  
Date: 6/13/15, 2015  
Arie A. Werder

STATE OF WASHINGTON

COUNTY OF Skagit } ss.

I certify that I know or have satisfactory evidence that Joseph O. Werder and Arie A Werder, Husband and Wife, 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 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: Sedro Woolley, 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

Recommended: \_\_\_\_\_  
\_\_\_\_\_

Department Head

Approved as to form:

\_\_\_\_\_  
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

\_\_\_\_\_  
Risk Manager

Approved as to budget:

\_\_\_\_\_  
Budget & Finance Director

\_\_\_\_\_  
Authorization per Resolution R20050224

\_\_\_\_\_  
County Administrator

**EXHIBIT "A"**  
**P48051**  
**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:

COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF SECTION 22 THENCE NORTH 0 38'52" EAST ALONG THE NORTHERLY EXTENSION OF THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 22 A DISTANCE OF 1680 FEET; THENCE SOUTH 0 38'52" WEST ALONG SAID EXTENSION, 655 FEET; THENCE NORTH 79 35'00" EAST  $\pm$  566 FEET TO THE EAST MARGIN OF COUNTY ROAD KNOWN AS BLANCHARD RD TO THE TRUE POINT OF BEGINNING; SOUTH AND WEST LINE OF SAID STRIP OF LAND BEING DESCRIBED AS FOLLOWS: THENCE NORTH 79 35'00" EAST  $\pm$  208 FEET; THENCE SOUTH 10 25'00" EAST 600 FEET; THENCE EAST 140 FEET MORE OR LESS AT WHICH POINT IS THE TERMINUS OF SAID LINE.

EXHIBIT "B"  
P48051  
GRAPHIC DEPICTION OF TEMPORARY CONSTRUCTION EASEMENT AREA

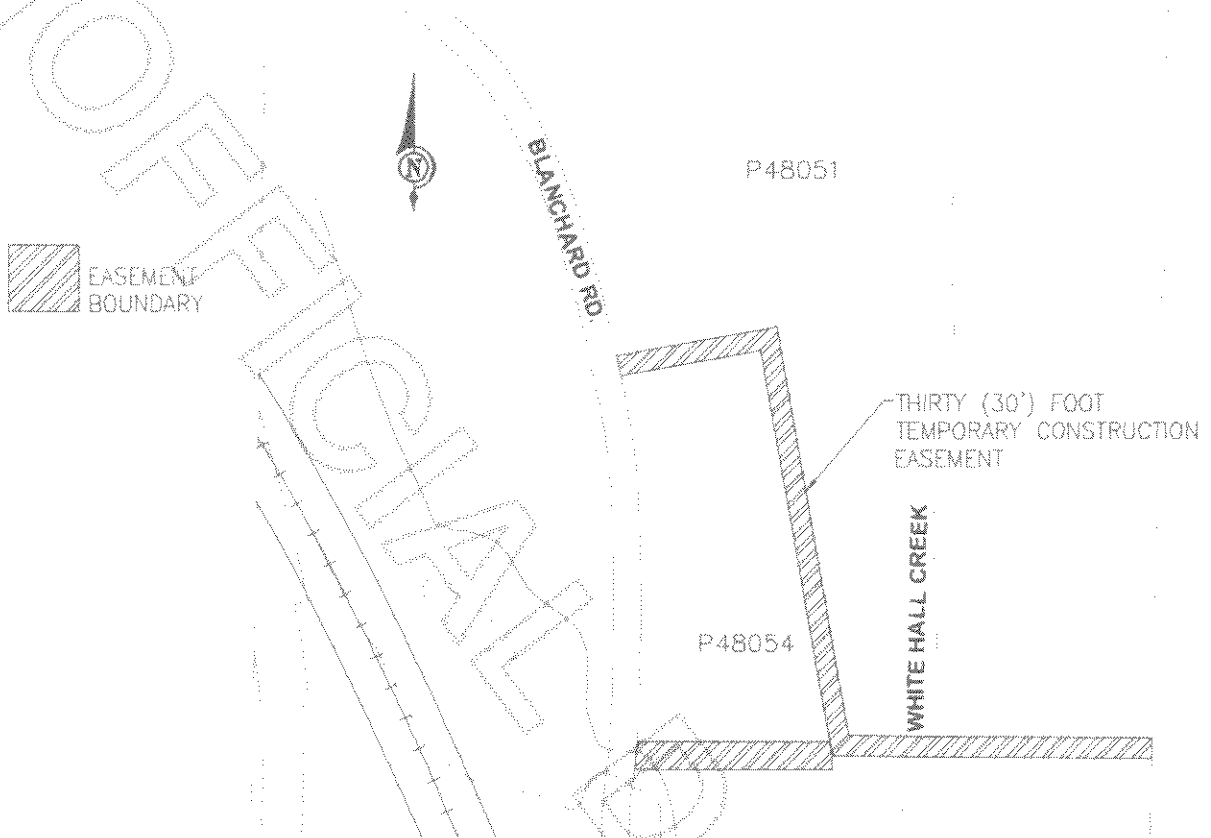


EXHIBIT "C"  
P48051  
LEGAL DESCRIPTION OF GRANTORS' PROPERTY

That portion of the Northwest Quarter of the Northwest Quarter and that portion of the Southwest Quarter of said Northwest Quarter all in Section 22, Township 36 North, Range 3 East, W.M., being described as follows:

Commencing at the Southwest corner of said Northwest Quarter of Section 22;  
Thence North 0 degrees 38'52" East along the Northerly extension of the West line of the Southwest Quarter of said Section 22, a distance of 1680.00 feet to the TRUE POINT OF BEGINNING;  
Thence South 0 degrees 38'52" West along said extension 655.00 feet;  
Thence North 79 degrees 35'00" East 750.00 feet;  
Thence South 10 degrees 25'00" East 600.00 feet;  
Thence East 475 feet, more or less, to the East line of said Southwest Quarter of the Northwest Quarter;  
Thence North along said East line and the East line of said Northwest Quarter of the Northwest Quarter to a point that is North 79 degrees 35'00" East from the TRUE POINT OF BEGINNING;  
Thence South 79 degrees 35'00" West to the TRUE POINT OF BEGINNING.

EXCEPT that portion thereof lying Westerly of the County Road known as the Blanchard Road or Legg Road.

Situated in Skagit County, Washington

Exhibit "D"  
PROJECT DESCRIPTION

The Project shall include:

Sandbags shall be hand placed along existing 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.

