

Recording Requested By And
When Recorded Mail To:

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



Skagit County Auditor \$80.00
10/29/2015 Page 1 of 8 4:03PM

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

OCT 29 2015

Amount Paid \$
Skagit Co. Treasurer
By *[Signature]* Deputy

DOCUMENT TITLE: TEMPORARY CONSTRUCTION EASEMENT

REFERENCE NUMBER OF RELATED DOCUMENT: Not Applicable

GRANTOR(S): City of Seattle, a Washington municipal corporation.

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

ABBREVIATED LEGAL DESCRIPTION: S11 T34 R9 SE1/4 OF NW1/4 E OF CO. RD

ASSESSOR'S TAX / PARCEL NUMBER(S): P30890 (XrefID: 340911-2-004-0000)

TEMPORARY CONSTRUCTION EASEMENT

The undersigned, City of Seattle, a Washington municipal corporation, acting by and through the City Light Department ("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 (herein "Concrete-Sauk Valley Road MP 12.5 Fish Passage Project" or "Project") within said easement, 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 Project, including 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) that unreasonably interfere with the Project 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.

2.2 Except as may be otherwise set forth per the terms of this Agreement, each party agrees to be responsible and assume liability for its own intentional misconduct and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required or permitted by law, and further agrees to save, indemnify, defend, and hold the other party harmless from any such liability. A party shall not be required to indemnify, defend, and hold harmless the other party, its officials, officers, agents, or employees if the claims and/or damages result from the sole negligence of the other party, its officials, officers, agents, or employees. To the extent a claim arises out of the concurrent negligence of both of the parties, each party shall only be responsible for its own negligence and that of its employees, agents, consultants, or contractors. It is further provided that no liability shall attach to either party by reason of entering into this Temporary Easement except as expressly provided 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.

DATED this 16th day of October, 2015.

GRANTOR:

By: *Maureen Barnes*

Title: Maureen Barnes
Real Estate Manager
Seattle City Light

STATE OF WASHINGTON
COUNTY OF KING

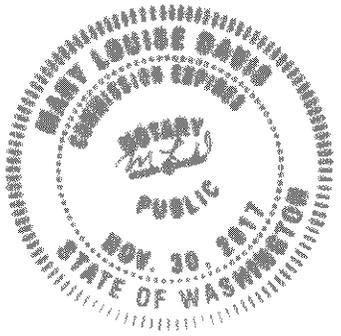
} ss.

I certify that I know or have satisfactory evidence that Maureen Barnes, as the Real Estate Manager of the City Light Department of the City of Seattle, a Washington municipal 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 16th day of October, 2015.

(SEAL)

Mary Louise Davis
Notary Public
Print name: Mary Louise Davis
Residing at: Edmonds, WA
My appointment expires: Nov 30, 2017



DATED this 26 day of October, 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

County Administrator

Recommended:

Department Head

Approved as to form:

Civil Deputy Prosecuting Attorney

10/16/15

Approved as to indemnification:

Risk Manager

Approved as to budget:

Budget & Finance Director

EXHIBIT "A"

TEMPORARY EASEMENT AREA DESCRIPTION

Easement of East side of Project on Seattle City Light property:

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 East 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, State of Washington.

UNOFFICIAL DOCUMENT

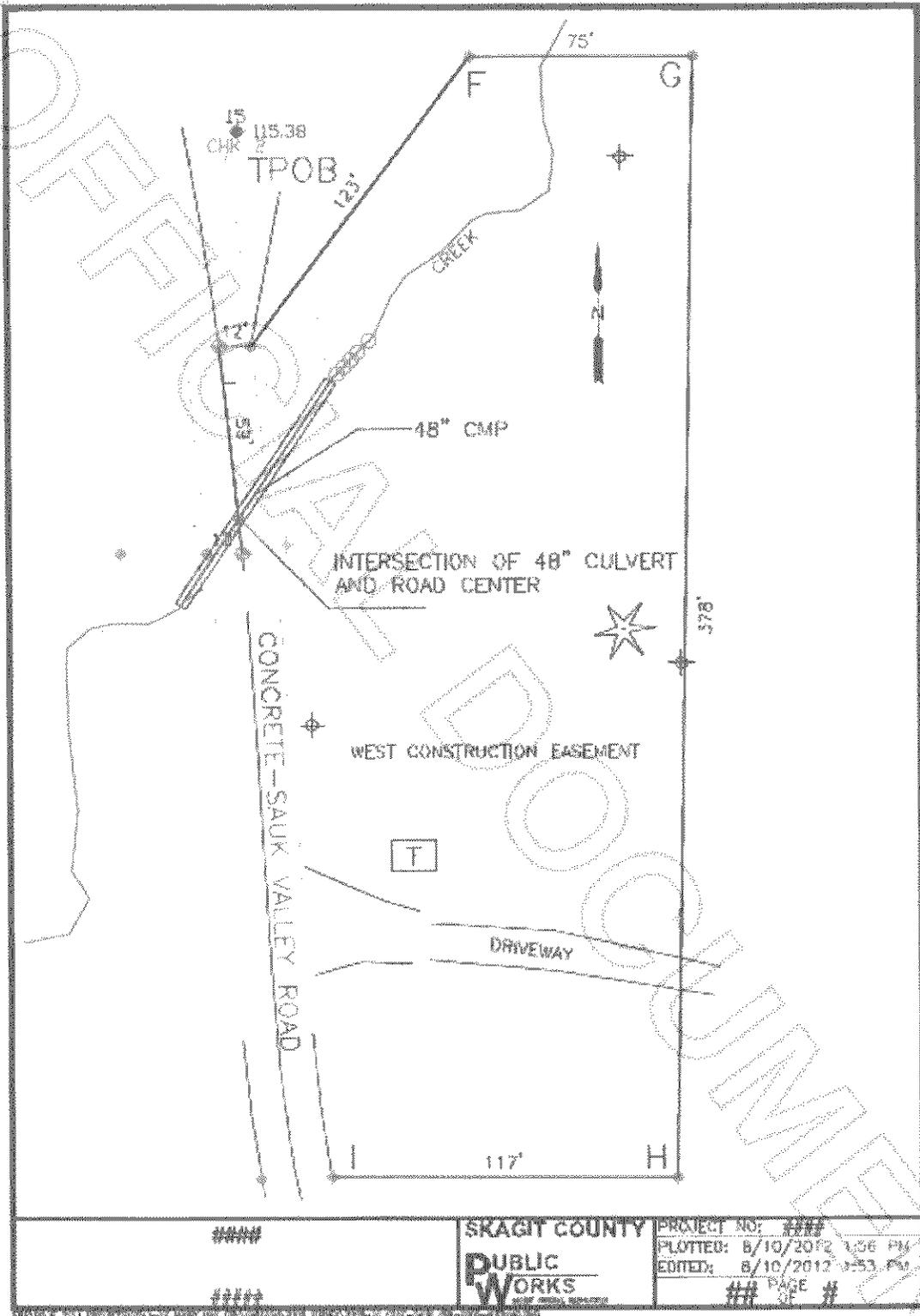


EXHIBIT "B"

LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

Legal Description:

This portion of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 11, Township 34 North, Range 9 East, W.M., lying between the present East boundary of the Sauk Valley Road No. XCII and the West boundary of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 11, and more particularly described as follows:

Beginning at the center of said Section 11, Township 34 North, Range 9 East, W.M.; thence West a distance of 31.9 feet to the East boundary of said Sauk Valley County Road; thence along the Easterly boundary of said County road, North $18^{\circ}30'$ West 383 feet; thence North $32^{\circ}30'$ West 275.7 feet; thence North $16^{\circ}00'$ West 89.9 feet; thence North $2^{\circ}30'$ East 279 feet; thence North $26^{\circ}00'$ East 165.7 feet; thence North $29^{\circ}00'$ West 143.7 feet; thence North $89^{\circ}00'$ East 294.0 feet to the Northeast corner of said Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$; thence South $0^{\circ}52'$ East along the East line of said Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ 1222.5 feet to the point of beginning.

TOGETHER WITH a perpetual right-of-way and easement for water line from a spring located approximately 90 feet East of County road along the West line of tract hereinafter described and 600 feet South of the North line of said tract; to go along the pipe line as it existed on September 16, 1960, from said spring to the North line of the tract hereinafter described.

AND AN EASEMENT to enter upon said tract to inspect, repair and maintain said pipe line;

AND AN EASEMENT for the exclusive use of water from said spring and right to enter upon said tract to inspect, maintain, repair and install anything necessary to the appropriation of water from said spring, all as set forth and reserved in Deed from Ben B. Gross, et ux. to William G. Reed, et al, as Trustees of the Simpson Employees Retirement Trust dated September 16, 1960, filed September 22, 1960, as File No. 599052 and recorded in Volume 312 of Deeds, at page 12, covering the following described line:

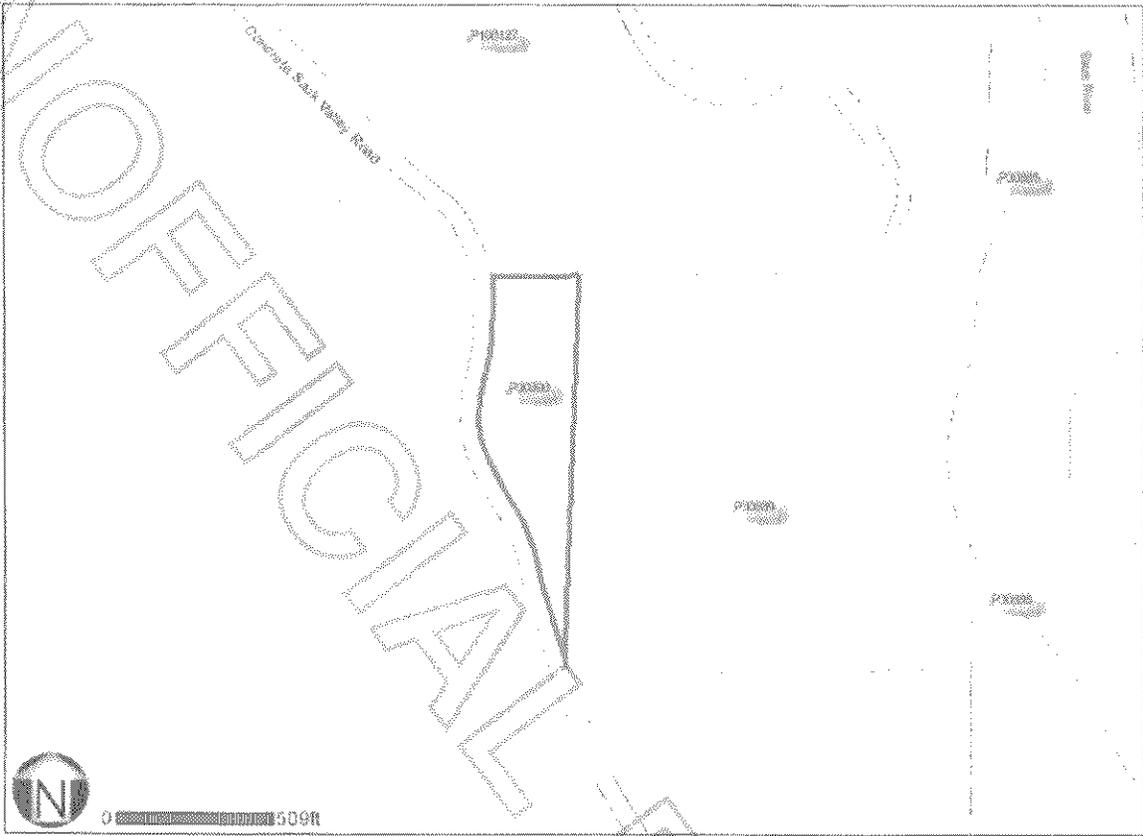
That portion of the North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 11, Township 34 North, Range 9 East, W.M., lying Easterly of County road.

EXCEPT County road right-of-way;

AND EXCEPT the following described tract:

Beginning at the Northeast corner of the North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$; thence South 742.5 feet; thence West 660 feet; thence North to a point 20 feet South of the North line of said North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$; thence West parallel with the North line of said North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ to intersect with the old County road; thence Northerly along said County road to the North line of said North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$; thence East to the true point of beginning.

Situate in the County of Skagit, State of Washington.



Vicinity map of the property.