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



201511250004

Skagit County Auditor \$82.00
11/25/2015 Page 1 of 10 8:34AM

DOCUMENT TITLE: **TEMPORARY CONSTRUCTION EASEMENT**

REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*

GRANTOR(S): **Ronald H. Bryson**, a single person.

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

ASSESSOR'S TAX / PARCEL NUMBER(S): **P109690** (XrefID: 350534-2-003-0000)

ABBREVIATED LEGAL DESCRIPTION: Section 34, Township 35N, Range 05E, SE ¼ (Complete LEGAL DESCRIPTION provided at *Exhibit "C"*).

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

NOV 24 2015

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

TEMPORARY CONSTRUCTION EASEMENT

The undersigned, **Ronald H. Bryson**, a single person, (referred to herein as "Grantor") and **Skagit County**, a political subdivision of the State of Washington (referred to 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 realignment of the existing Salmon Creek channel and associated replanting, including the improvement of an existing driveway (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).

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, 2016, 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.

GRANTOR:

Ronald H Bryson
Date: NOV 10th, 2015
Ronald H. Bryson

STATE OF WASHINGTON

COUNTY OF SKAGIT

SS

I certify that I know or have satisfactory evidence that **Ronald H. Bryson**, a single person is 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 10th day of NOV., 2015.
(SEAL)



Jeanne M Augst
Notary Public

Print name: Jeanne M Augst

Residing at: 5412 W. 1st

My commission expires: 11/13/18

DATED this 20 day of November, 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"
P109690 & P109689
TEMPORARY CONSTRUCTION EASEMENT LEGAL DESCRIPTION

A TEMPORARY CONSTRUCTION EASEMENT, FOR THE PURPOSE OF REALIGNMENT OF THE EXISTING SALMON CREEK CHANNEL WITHIN SKAGIT COUNTY PARCEL NUMBER P109690 AND P109689 MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT "C" OF SHORT PLAT 89-64, AUDITOR'S FILE NUMBER 9011130016, AND BEING A PORTION OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 35 NORTH, RANGE 5 EAST. THE ABOVE CORNER ALSO BEING THE NORTH QUARTER CORNER OF SAID SECTION 34.

THENCE; SOUTH 2° 20' 15" WEST, 5.89 FEET TO A POINT ALONG THE WESTERLY MARGIN OF WEST GILLIGAN ROAD.

THENCE SOUTHWESTERLY ALONG A TANGENT CURVE TO THE LEFT, WITH A RADIUS OF 249.22 FEET, THROUGH A CENTRAL ANGLE OF 12° 51' 55", AND AN ARC LENGTH OF 55.96 FEET, WITH A CHORD BEARING OF SOUTH 52° 40' 04" WEST TO THE END OF THE CURVE.

THENCE; SOUTH 46° 14' 06" WEST, 353.46 FEET ALONG THE WESTERLY MARGIN OF THE RIGHT OF WAY TO THE TRUE POINT OF BEGINNING.

THENCE; CONTINUING ALONG THE RIGHT OF WAY, SOUTH 46° 14' 06" WEST, 386.23 FEET TO A CURVE,

THENCE SOUTHWESTERLY ALONG A TANGENT CURVE TO THE LEFT, WITH A RADIUS OF 874.85 FEET, THROUGH A CENTRAL ANGLE OF 17° 37' 53", AND AN ARC LENGTH OF 269.21 FEET, WITH A CHORD BEARING OF SOUTH 37° 25' 26" WEST TO THE END OF THE CURVE,

THENCE; SOUTH 28° 36' 30" WEST, 229.24 FEET TO A POINT INTERSECTING THE NORTH RIGHT OF WAY LINE OF THE COUNTY ROAD KNOWN AS SOUTH SKAGIT HIGHWAY,

THENCE; ALONG THE RIGHT OF WAY, NORTH 65° 16' 34" WEST A DISTANCE OF 74.35 FEET,

THENCE; NORTH 31° 34' 47" EAST, 217.48 FEET,

THENCE; NORTH 33° 36' 28" EAST 183.15 FEET,

THENCE; NORTH 17° 06' 07" EAST 59.66 FEET,

THENCE; NORTH 08° 45' 41" EAST 35.83 FEET,

THENCE; NORTH 33° 19' 17" EAST 66.10 FEET,

THENCE; SOUTH 44°53' 07" EAST 63.31 FEET,

THENCE; NORTH 45°04' 03" EAST 109.41 FEET,

THENCE; NORTH 00°56'17" EAST 422.47 FEET TO THE NORTH LINE OF LOT "C",

THENCE; ALONG SAID NORTH LINE, A BEARING OF NORTH 89° 20' 52" EAST, 190.23 FEET,

THENCE; SOUTH 04°59' 49" EAST 289.05 FEET TO A POINT INTERSECTING THE RIGHT OF WAY LINE OF WEST GILLIGAN CREEK ROAD AND THE TRUE POINT OF BEGINNING, AND THE TERMINUS OF THIS DESCRIPTION.

SITUATE IN SKAGIT COUNTY, STATE OF WASHINGTON.

EXHIBIT "B"
GRAPHIC DEPICTION OF TEMPORARY CONSTRUCTION EASEMENT AREA

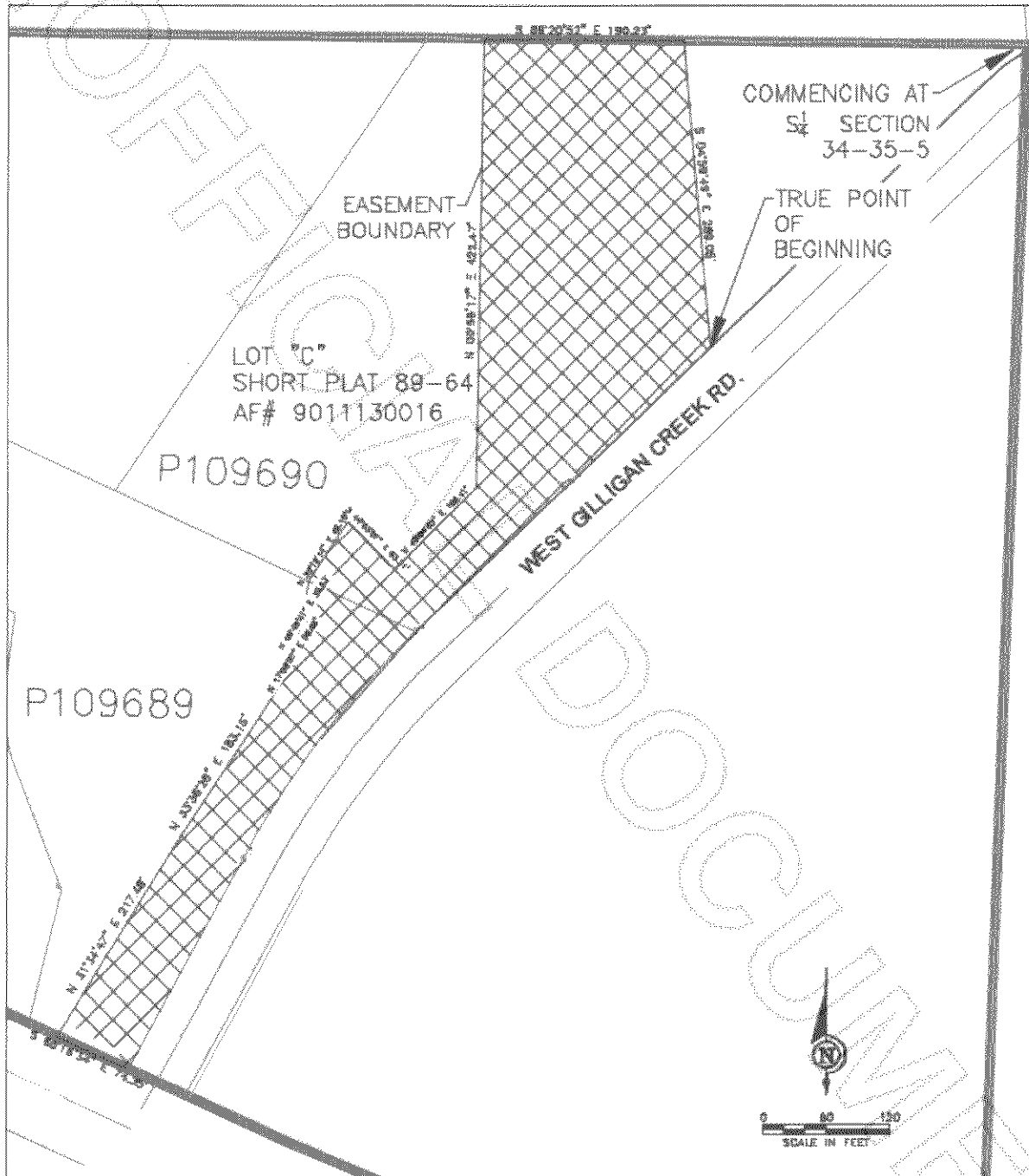


EXHIBIT "C"
LEGAL DESCRIPTION OF GRANTOR'S PROPERTY
P109690

PARCEL A

Tract 2 of Skagit County Short Plat No. 107-79 according to the plat thereof recorded in Volume 3 of Short Plats at page 220, as A.F. # 7911260046, (located in the northwest quarter of Section 3, Township 35 North, Range 5 East, W. M.), except that portion described as follows:

Commencing at the intersection of the north line of the South Skagit Highway with the west line of said Tract 2; thence N 13°53'09"E along the west line of said Tract 2, a distance of 132.35 feet; thence N 27°01'53"W along the west line of said Tract 2, a distance of 479.21 feet to the point of beginning of this description; thence N 14°36'29"E, a distance of 70.04 feet; thence N 64°46'06"W, a distance of 76.04 feet to the westerly line of said Tract 2; thence S 27°01'53"E along the westerly line thereof, a distance of 112.48 feet to the point of beginning of this description.

PARCEL B

Those portions of Tract 3 of Skagit County Short Plat No. 15-85 according to the plat thereof recorded in Volume 7 of Short Plats at page 26, as A.F. #8506100022, (located in the northwest quarter of Section 34, Township 35 North, Range 5 East, W. M.), described as follows:

Commencing at the intersection of the north line of the South Skagit Highway with the east line of said Tract 3; thence N 13°53'09"E along the east line of said Tract 3, a distance of 132.35 feet to the point of beginning of this description; thence N 65°16'34"W, a distance of 323.43 feet; thence N 14°36'29"E, a distance of 304.32 feet to the easterly line of said Tract 3; thence S 27°01'53"E along the easterly line thereof, a distance of 479.21 feet to the point of beginning of this description.

PARCEL C

That portion of Tract 3 of Skagit County Short Plat No. 15-85 according to the plat thereof recorded in Volume 7 of Short Plats at page 26, as A.F. #8506100022, (located in the northwest quarter of Section 34, Township 35 North, Range 5 East, W. M.), described as follows:

Commencing at the intersection of the north line of the South Skagit Highway with the east line of said Tract 3; thence N 13°53'09"E along the east line of said Tract 3, a distance of 132.35 feet; thence N 27°01'53"W along the east line of said Tract 3, a distance of 591.69 feet to the point of beginning of this description; thence N 64°46'06"W, a distance of 216.90 feet to the west line of said Tract 3; thence N 14°36'29"E, a distance of 199.79 feet to the north corner of said Tract 3; thence S 27°01'53"E along the easterly line thereof, a distance of 320.84 feet to the point of beginning of this description.

AND
P109689

Begin at the Southeast corner of said Lot A; thence North 65 degrees 16' 34" West along the Southerly line of said Lot A 107.45 feet; thence North 13 degrees 51' 09" West 132.15 feet; thence North 22 degrees 06' 50" West 133.15 feet; thence North 11 degrees 37' 18" West 41.70 feet; thence North 07 degrees 22' 14" East 95.74 feet; thence North 64 degrees 46' 06" 211.93 feet; thence South 79 degrees 10' 24" East 288.55 feet to the West line of said Lot 3; thence North 14 degrees 36' 29" East along said West line 223.04 feet; thence South 64 degrees 46' 06" E along the Northwesterly extension of said Lot A and along the Northwesterly line of said Lot A to the East line of said Lot A; thence Southwesterly along said East line of Lot A to the Point of Beginning.

Exhibit "D"

PROJECT DESCRIPTION

The Project shall include:

- The Project work shall be completed by the Grantee
- Removal of ± 375 cubic yards of material.
- Removed material shall be relocated to the most southern area of the Grantor's Property.
- Re-alignment of ± 660 linear feet of Salmon Creek to the northern portions of Grantor's Property.
- Replanting of native vegetation shall be placed within the Temporary Easement area on 35 feet of either side of the new channel. Plantings shall include conifers and other native vegetation.
- Improvement of $\pm 450'$ of the existing driveway by increasing height by 2'. The parties recognize and agree that this Project is not intended to create or provide any flood control purpose or benefit.
- Surrounding grounds that may be disturbed during Project construction may be returned to a substantially similar condition as existed prior to the commencement of Project work. Hydroseeding may be performed as needed.

