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Mount Vernon, Washington 98273

Skagit County Auditor \$80.00  
3/4/2016 Page 1 of 8 3:58PM

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

MAR 04 2016

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

DOCUMENT TITLE: **TEMPORARY CONSTRUCTION EASEMENT**

REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*

GRANTOR(S): **Port of Skagit County**, a Washington special purpose district

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

ASSESSOR'S TAX / PARCEL NUMBER(S): **P118878** (XrefID: 8036-000-012-0000)  
**P21336** (XrefID: 340310-2-001-0000)  
**P118884** (XrefID: 8036-000-900-0300)  
**P118886** (XrefID: 8036-000-900-0500)

ABBREVIATED LEGAL DESCRIPTION: Sec03 &10, Twnshp34N, Rng03E (Complete LEGAL DESCRIPTION provided at *Exhibit "C"*).

**TEMPORARY CONSTRUCTION EASEMENT**

The undersigned, **Port of Skagit County**, a Washington special purpose district, (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 area 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, re-vegetation of newly shaped banks of Big Indian Slough (as further described in *Exhibit "D"*) within said Temporary Easement area, 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 area. 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 September 30, 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.



DATED this 3 day of March, 2016.

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

\_\_\_\_\_  
Lisa Janicki, Chair

\_\_\_\_\_  
Ron Wesen, Commissioner

\_\_\_\_\_  
Kenneth A. Dahlstedt,

Attest:  
Commissioner

\_\_\_\_\_  
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

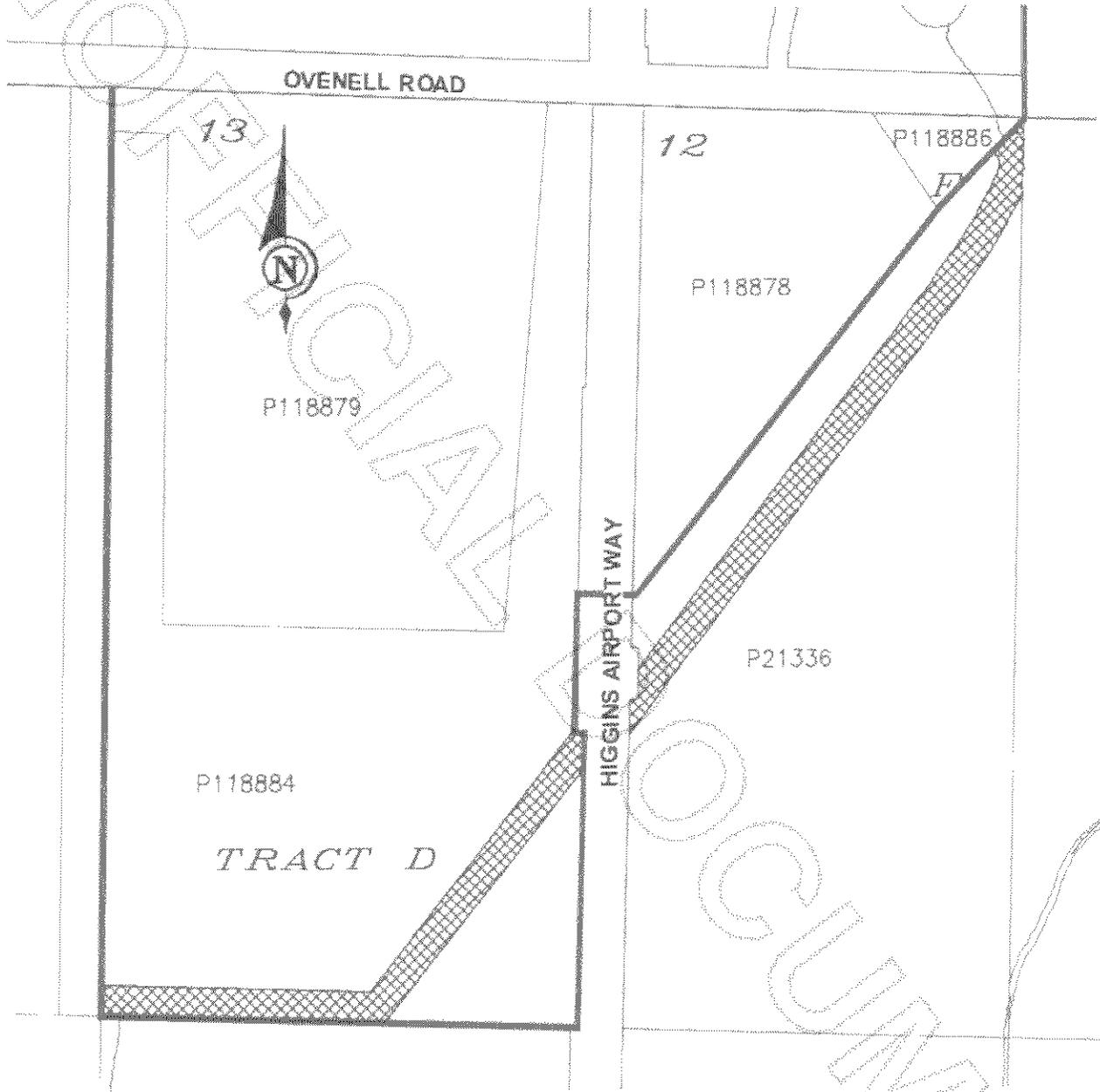
**EXHIBIT "A"**  
**P118878, P21336, P118884, & P118886**  
**TEMPORARY EASEMENT LEGAL DESCRIPTION**

A Temporary Easement being a width of forty-five (45') Feet for the purpose of re-vegetation within parcels P118878, P21336, P118884, and P118886 described as follows;

Commencing within Auditor's File Number 200201220163 and being portions of Sections 3 and 10 of Township 34 North, Range 3 East, WM; commencing at the southwest corner of southeast quarter section of said section, also being the true point of beginning; thence S38°28'43"W for a distance of 712.60 feet; thence N88°31'13" for a distance of 80 feet thence; S38°28'43"W for a distance approximately 470 feet to the southern boundary of Tract "d" of Auditor's File Number 200201220163 thence; N88°33'15" for a distance of approximately 411 feet which is the terminus of said easement.

SITUATE IN SKAGIT COUNTY, STATE OF WASHINGTON.

EXHIBIT "B"  
P118878, P21336, P118884, & P118886  
GRAPHIC DEPICTION OF TEMPORARY EASEMENT AREA



**EXHIBIT "C"**  
**P118878, P21336, P118884, & P118886**  
**LEGAL DESCRIPTION OF GRANTOR'S PROPERTY**

THOSE PORTIONS OF SECTIONS 3, 4 AND 16 ALL OF TOWNSHIP 34 NORTH,  
RANGE 3 EAST, ARE DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 3, THENCE NORTH 0 07' 48"  
EAST, ALONG THE NORTH-SOUTH CENTER LINE OF SAID SECTION 3, A DISTANCE OF 4328.13  
FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER  
OF SAID SECTION; THENCE SOUTH 89° 12' 59" EAST, ALONG THE NORTH LINE OF SAID  
SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, 1165.04 FEET, TO A POINT WHICH LIES  
NORTH 88° 12' 58" WEST, 150.00 FEET FROM THE NORTHEAST CORNER OF SAID SOUTHWEST  
QUARTER OF THE SOUTHEAST QUARTER; THENCE SOUTH 13°28'20" EAST, 211.31 FEET TO A POINT  
ON THE NORTH MARGIN OF OWENELL ROAD AS SET FORTH IN APRIL 1975 BY SKAGIT COUNTY BOARD  
OF COMMISSIONERS RESOLUTION NUMBER 8584; THENCE NORTH 89° 00' 38" EAST, ALONG  
SAID NORTH MARGIN, 100.00 FEET TO A POINT ON THE EAST LINE OF SAID SOUTHWEST  
QUARTER OF THE SOUTHEAST QUARTER; THENCE NORTH 0° 14' 21" EAST, ALONG SAID EAST  
LINE, 198.13 FEET TO THE NORTHEAST CORNER OF SAID SUBDIVISION, ALSO BEING THE  
SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID  
SECTION 3; THENCE CONTINUING NORTH 0° 14' 21" EAST, ALONG THE EAST LINE OF  
SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, 581.23 FEET; THENCE SOUTH 37°  
38' 02" WEST, 58.08 FEET; THENCE NORTH 43 30' 07" WEST, 2425.52 FEET; THENCE  
SOUTH 57° 28' 49" WEST, 117.30 FEET; THENCE NORTH 32°05' 19" WEST, 253.30 FEET;  
THENCE SOUTH 37° 38' 02" WEST, 1580.82 FEET; THENCE AT A RIGHT ANGLE SOUTH 22°  
21' 50" EAST, 348.49 FEET; THENCE SOUTH 57° 37' 15" WEST, 1233.36 FEET; THENCE  
SOUTH 10° 00' 00" WEST, 18.97 FEET; THENCE SOUTH 25° 03' 24" WEST, 80.99 FEET;  
THENCE SOUTH 15° 11' 47" WEST, 68.40 FEET; THENCE SOUTH 8°36'38" EAST, 55.82  
FEET; THENCE SOUTH 20° 57' 53" EAST, 36.12 FEET; THENCE SOUTH 35° 52' 14" EAST,  
41.82 FEET; THENCE SOUTH 09°00'00" WEST, 33.72 FEET; THENCE SOUTH 54°9'16"  
WEST, 34.44 FEET; THENCE SOUTH 40° 28' 54" WEST, 38.88 FEET; THENCE SOUTH  
25° 34' 14" WEST, 38.58 FEET; THENCE SOUTH 11° 07' 52" WEST, 78.04 FEET; THENCE  
SOUTH 19° 37' 04" EAST, 80.38 FEET; THENCE SOUTH 30° 36' 40" EAST, 50.45 FEET;  
THENCE SOUTH 39° 22' 18" EAST, 53.88 FEET; THENCE SOUTH 44°08'08" EAST, 38.58  
FEET; THENCE SOUTH 5°45'35" WEST, 98.84 FEET; THENCE SOUTH 7°07'30" WEST, 58.77 FEET;  
THENCE SOUTH 24°13'02" WEST, 59.98 FEET; THENCE SOUTH 35° 32' 08" WEST, 31.34 FEET;  
THENCE SOUTH 27°30'31" WEST, 68.30 FEET; THENCE SOUTH 70°36'38" WEST, 68.90 FEET;  
THENCE SOUTH 85°35'12" WEST, 113.71 FEET; THENCE SOUTH 79°15'18" WEST, 145.57 FEET;  
THENCE SOUTH 72° 28' 07" WEST, 30.76 FEET TO THE BEGINNING OF A NON-TANGENT CURVE  
TO THE LEFT HAVING A RADIUS POINT WHICH BEARS SOUTH 34° 11' 14" EAST, 181.00 FEET;  
THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, THROUGH A CENTRAL  
ANGLE OF 54°40'33", AN ARC DISTANCE OF 153.84 FEET; THENCE SOUTH 7° 08' 13" WEST,  
305.00 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 100.00  
FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, THROUGH A CENTRAL  
ANGLE OF 34° 34' 18", AN ARC DISTANCE OF 80.34 FEET; THENCE SOUTH 33° 28' 05"  
EAST, 142.78 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF  
130.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH  
A CENTRAL ANGLE OF 34° 05' 51", AN ARC DISTANCE OF 77.38 FEET; THENCE SOUTH 0° 38'  
46" WEST, 83.93 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF  
25.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT,  
THROUGH A CENTRAL ANGLE OF 90° 00' 00", AN ARC DISTANCE OF 39.27 FEET TO A POINT  
ON THE NORTH MARGIN OF OWENELL ROAD AS CONVEYED TO SKAGIT COUNTY BY QUIT CLAIM DEED  
AND AGREEMENT AS RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 8705280037;  
THENCE SOUTH 89° 20' 14" EAST, ALONG SAID NORTH MARGIN, 804.57 FEET TO AN ANGLE IN  
SAID NORTH MARGIN; THENCE SOUTH 88° 05' 12" EAST, ALONG SAID NORTH MARGIN, 431.78 FEET  
TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF  
SAID SECTION 3; THENCE SOUTH 09°01'30" WEST, ALONG SAID EAST LINE, 80.83 FEET TO THE  
SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, ALSO BEING  
THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID  
SECTION 3; THENCE SOUTH 17°01'16" WEST, ALONG THE WEST LINE OF SAID NORTHEAST QUARTER  
OF NORTHWEST QUARTER, 1344.88 FEET TO THE SOUTHWEST CORNER OF SAID SUBDIVISION; THENCE  
SOUTH 88° 33' 15" EAST, ALONG THE SOUTH LINE OF SAID SUBDIVISION, 687.80 FEET TO AN  
ANGLE POINT IN THE WEST MARGIN OF HIGGINS AIRPORT WAY AS CONVEYED TO SKAGIT COUNTY  
BY QUIT CLAIM DEED AND AGREEMENT AS RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE  
NO. 8705300004; THENCE CONTINUING SOUTH 88° 33' 15" EAST, ALONG THE SOUTH LINE OF  
SAID SUBDIVISION AND SAID MARGIN OF HIGGINS AIRPORT WAY, 10.00 FEET TO AN ANGLE  
POINT IN SAID MARGIN; THENCE NORTH 1° 28' 47" EAST, ALONG SAID WEST MARGIN,  
429.12 FEET TO AN ANGLE POINT IN SAID MARGIN; THENCE NORTH 88° 33' 13" WEST, ALONG  
SAID MARGIN, 15.00 FEET TO AN ANGLE POINT IN SAID MARGIN; THENCE NORTH 1° 28'  
47" EAST, ALONG SAID WEST MARGIN, 200.16 FEET; THENCE LEAVING SAID WEST MARGIN,  
SOUTH 88° 31' 13" EAST, 80.00 FEET, TO A POINT ON THE EAST MARGIN OF SAID HIGGINS  
AIRPORT WAY; THENCE LEAVING SAID MARGIN NORTH 38° 28' 43" EAST, 712.80 FEET TO A  
POINT WHICH LIES SOUTH 43°07'07" WEST, 181.23 FEET FROM THE POINT OF BEGINNING,  
THENCE NORTH 43°07'07" EAST, 181.23 FEET TO THE POINT OF BEGINNING.

EXCEPT HIGGINS AIRPORT WAY AS CONVEYED TO SKAGIT COUNTY BY QUIT CLAIM DEED AND  
AND AGREEMENT RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 8705300004, AND  
EXCEPT OWENELL ROAD AS SET FORTH BY SKAGIT COUNTY BOARD OF COMMISSIONERS  
RESOLUTION NUMBER 8584, AND ALSO EXCEPT OWENELL ROAD AS CONVEYED TO SKAGIT  
COUNTY BY QUIT CLAIM DEED AND AGREEMENT RECORDED UNDER SKAGIT COUNTY AUDITOR'S  
FILE NO. 8705280037.

(CONTAINING 253.28 ACRES)

SITuate IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

Exhibit "D"  
PROJECT DESCRIPTION

The Project shall include:

Grantee's crews shall plant newly shaped banks with native vegetation.

Planting shall be placed in a hedgerow style with each plant approximately 4 foot on center.

