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



Skagit County Auditor
8/18/2016 Page

1 of 11 11:11AM
\$83.00

DOCUMENT TITLE: TEMPORARY CONSTRUCTION EASEMENT

REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*

GRANTOR(S): Llane A. Rusnak-Burt and Daniel Burt, wife and husband

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

**ASSESSOR'S TAX / PARCEL NUMBER(S): P40691 (XrefID: 350535-1-005-0204); and
P131864 (XrefID: 350526-4-004-1002)**

ABBREVIATED LEGAL DESCRIPTION: Sections 26 & 35 Township 35 North Range 04 & 05 East
(Complete LEGAL DESCRIPTION provided at *Exhibit "C"*).

TEMPORARY CONSTRUCTION EASEMENT

The undersigned, **Llane A. Rusnak-Burt and Daniel Burt, wife and husband**, (referred to herein as "Grantors") 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. 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, the repair of existing berm (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 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 area. 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 forever 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, 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.

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

AUG 17 2016

Amount Paid \$
Skagit Co. Treasurer
By  Deputy

GRANTORS:

[Signature]
Date: 8-3, 2016
Llane A. Rusnak-Burt

[Signature]
Date: 8-3, 2016
Daniel Burt

STATE OF WASHINGTON

COUNTY OF SKAGIT

} ss.

I certify that I know or have satisfactory evidence that **Llane A. Rusnak-Burt** and **Daniel Burt**, wife and husband, 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 3 day of August, 2016
(SEAL)



Nikki Davis
Notary Public
Print name: Nikki A
Residing at: Skagit County
My commission expires: 5-23-20

DATED this 12 day of August, 2016.

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

Lisa Janicki, Chair

Ron Wesen, Commissioner

Kenneth A. Dahlstedt, 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

UNOFFICIAL DOCUMENT

EXHIBIT "A"
P40691 & P131864

TEMPORARY CONSTRUCTION EASEMENT LEGAL DESCRIPTION

A TEMPORARY CONSTRUCTION EASEMENT, FOR THE PURPOSE OF CONSTRUCTION OF AN EXTENSION TO AN EXISTING BERM; TO INCLUDE REPAIR OF EXISTING BERM WITHIN PARCEL NUMBERS P40691 AND P131864 MORE PARTICULARLY DESCRIBED AS FOLLOWS:

EASEMENT AREA AS DESCRIBED IN AUDITOR'S FILE NUMBER 201402250045, RECORDS OF SKAGIT COUNTY, WASHINGTON, TOGETHER WITH THAT PORTION OF A FIFTEEN (15') FOOT WIDE STRIP OF LAND FALLING WITHIN PARCEL NUMBER 131864. BEGINNING AT THE NORTHWEST CORNER OF SAID EASEMENT; THENCE ALONG WESTERN PROPERTY LINE BEARING THE S 40 28'34" E TO THE ANGLE POINT OF EAST PROPERTY LINE; THENCE CONTINUING ALONG BEARING S 40 28'34" E WESTERLY PROPERTY LINE FOR PARCEL NUMBER 131864 AND AT WHICH POINT IS THE TERMINUS POINT OF SAID LINE.

SITUATE IN SKAGIT COUNTY, STATE OF WASHINGTON.

EXHIBIT "C"
P4069 & P131864
LEGAL DESCRIPTION OF GRANTORS' PROPERTY

Parcel A

That portion of the north half of the northeast quarter of Section 35, Township 35 North, Range 5 East, W.M. lying northerly of the South Skagit highway.

Parcel B

That portion of the southwest quarter of the southeast quarter of Section 26, Township 35 North, Range 5 East, W.M. described as follows:

Beginning at the southwest corner of said subdivision; thence east along the south line of said Section 26, a distance of 500.00 feet; thence north, a distance of 435.60 feet; thence west 500.00 feet to the west line of said subdivision; thence south, a distance of 435.60 feet to the point of beginning.

EXCEPT beginning at the southwest corner of said subdivision; thence N 4°21'39"W along the west side of said subdivision, a distance of 435.60 feet to the northwest corner of that certain Parcel B as described and conveyed by Quit Claim Deed to Llane A Rusnak-Burt and Daniel Burt dated September 24, 2007 and filed under AF#200710050101, records of Skagit County, Washington; thence N 89°46'07"E along the north line of said Parcel B, a distance of 87.89 feet; thence S 7°10'52"W, a distance of 438.13 feet to the point of beginning.

Parcel C

That portion of the southwest quarter of the southeast quarter of Section 26, Township 35 North, Range 5 East, W.M. described as follows:

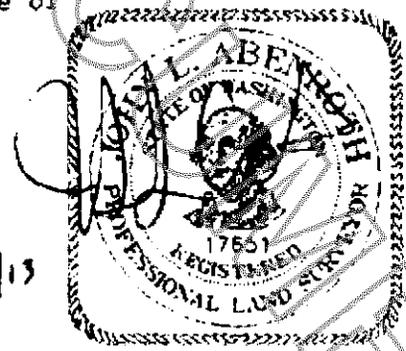
Beginning at a point on the south line of said Section 26 which lies N 89°46'07"E, a distance of 500.00 feet from the southwest corner of said



subdivision, which point is the southeast corner of that certain Parcel B as described and conveyed by Quit Claim Deed to Ilane A Rusnak-Burt and Daniel Burt dated September 24, 2007 and filed under AF#200710059101, records of Skagit County, Washington; thence N 4°21'39"W along the east line of said Parcel B a distance of 435.60 feet to the northeast corner thereof; thence S 89°46'07"E along the easterly prolongation of the north line of said Parcel B, a distance of 43.82 feet; thence S 1°15'23"W, a distance of 283.31 feet; thence S 40°28'34"E, a distance of 170.16 feet to the center of Anderson Creek as shown on that certain survey recorded under AF#200610190037, records of Skagit County, Washington; thence S 78°26'32"W along said creek, a distance of 15.29 feet; thence S 43°57'22"W along said creek, a distance of 25.62 feet to a point on the south line of said Section 26; thence S 89°46'07"W along the south line of Section 26, a distance of 82.18 feet to the point of beginning.

Parcels A and C above are subject to a fifteen (15) foot wide easement for ingress and egress, over, under and through that portion of the southwest quarter of the southeast quarter of Section 26 and the northwest quarter of the northeast quarter of Section 35, all in Township 35 North, Range 5 East, W.M., the centerline of which is described as follows:
Commencing at the northwest corner of the northeast quarter of said Section 35; thence N 89°46'07"E along the north line thereof, a distance of 531.86 feet to Point A and the initial point of this centerline description, which point on a curve having a radius of 520.00 feet and from which the radius point bears N 80°52'45"W; thence southerly along said curve into Section 35, through a central angle of 0°57'14", an arc distance of 8.66 feet to a point of reverse curvature with a curve to the left having a radius distance of 100.00 feet; thence southerly along said reverse curve through a central angle of 26°04'55", an arc distance of 45.52 feet; thence S 16°00'26"E, a distance of 89.53 feet to the northerly right of way of the South Skagit Highway and the terminal point of this centerline description in Section 35.
Also, beginning at the above described Point A, thence northerly into said Section 26, along said 520.00 foot radius curve through a central angle of 12°25'17", an arc distance of 112.73 feet to the terminal point of this centerline description in Section 26.

Situate in Skagit County, Washington.

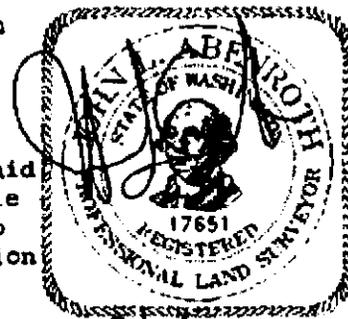


A fifteen (15) foot wide easement for ingress and egress, over, under and through that portion of the southwest quarter of the southeast quarter of Section 26 and the northwest quarter of the northeast quarter of Section 35, all in Township 35 North, Range 5 East, W.M., the centerline of which is described as follows:

Commencing at the northwest corner of the northeast quarter of said Section 35, thence N 89°46'07"E along the north line thereof, a distance of 531.86 feet to Point A and the initial point of this centerline description, which point on a curve having a radius of 520.00 feet and from which the radius point bears N 80°52'45"W; thence southerly along said curve into Section 35, through a central angle of 0°57'14", an arc distance of 8.66 feet to a point of reverse curvature with a curve to the left having a radius distance of 100.00 feet; thence southerly along said reverse curve through a central angle of 26°04'55", an arc distance of 45.52 feet; thence S 16°00'26"E, a distance of 89.53 feet to the northerly right of way of the South Skagit Highway and the terminal point of this centerline description in Section 35.

Also, beginning at the above described Point; thence northerly into said Section 26, along said 520.00 foot radius curve through a central angle of 12°25'17", an arc distance of 112.73 feet to the terminal point of this centerline description in Section 26.

Situate in Skagit County, Washington.



8/9/13

Exhibit "D"
PROJECT DESCRIPTION

The Project shall include:

- Skagit County crews shall repair the berm for approximately 140 ft. with the installation of impervious materials in order to prevent seepage areas.
- Impervious material shall be installed along outer edge of existing berm.
- 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

Grantee's crews shall use applicable Best Management Practices (BMPs) during construction to limit debris and sediment from entering water body.

The parties recognize and agree that the Project is not intended to create or provide any flood control protection, purpose or benefit.

See next page for graphical depiction

