Recording Requested By And
When Recorded Mail To:

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

201705120142
Skagit County Auditor $79.00
5/12/2017 Page 1 of 7 4:01PM

DOCUMENT TITLE: **TEMPORARY CONSTRUCTION EASEMENT**

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
MAY 12 2017
Amount Paid $
Skagit Co. Treasurer
By Mam Deputy

REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*

GRANTOR(S): **Fohn Land II, LLC,** a Washington Limited Liability Company

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

ASSESSOR'S TAX / PARCEL NUMBER(S): **P15661** (XrefID: 330310-0-047-0001)

ABBREVIATED LEGAL DESCRIPTION: TAX 22 PTN SE1/4 NW1/4 & GOV LOT 7 & 8 W OF HWY 12 & N OF NEW NORTH FORK RD & E OF R/W OF DIKE O/S #53 #776379 1974 TRF #807059 DK22 (Complete LEGAL DESCRIPTION provided at *Exhibit "C"*).

TEMPORARY CONSTRUCTION EASEMENT

The undersigned, **Fohn Land II, LLC,** a Washington Limited Liability Company, (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 removal of a total of six (6) monitoring wells. This includes two (2) groundwater observation wells, located at three (3) separate sites (constructed to facilitate a geological and geotechnical reconnaissance study), as further described in *Exhibit "C"*, 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 "A"*, and is hereby incorporated by reference (the Temporary Easement area includes the entirety of Grantor's Property). The Temporary Easement shall be for the purpose of a Project (described in *Exhibit "C"*).

2. Use of Easement. The Grantee, Grantee's employees, agents, consultants, 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 "C"* attached hereto and incorporated by reference). This includes any areas 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; provided that the parties agree that normal agricultural activities may occur within the Temporary Easement area (such as plowing, planting or harvesting), and shall not be precluded by this Temporary Easement so long as such agricultural activities do not occur in or around the immediate area of the well or test pit sites, and so long as such agricultural activities do not unreasonably interfere with the Project.

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. 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.

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, 2017, 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:

DATED this 27th day of April, 2017.

FOHN LAND II, LLC, a Washington Limited Liability Company

By: Bertha Fohn
Name: Bertha Fohn
Its: Member

STATE OF WASHINGTON
CARRIE L GERDES
NOTARY PUBLIC
COMMISSION EXPIRES
05-15-2019

STATE OF WASHINGTON
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that Bertha Fohn, as a Member and/or Manager of **FOHN LAND II, LLC,** a Washington Limited Liability Company are the persons who appeared before me, and said persons acknowledged that he/she/they signed this instrument, on oath stated that he/she/they was/were duly authorized to execute the forgoing instrument as his/her/their free and voluntary act for the uses and purposes herein mentioned.

DATED this 27th day of April, 2017.
(SEAL)

Notary Public
Print name: Carrie L Gerdes
Residing at: Burlington
My commission expires: 5-15-19

DATED this 10 day of May, 2017.

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

Ron Wesen, Chair

Kenneth A. Dahlstedt, Commissioner

Lisa Janicki, Commissioner

Attest:

Clerk of the Board

Authorization per Resolution R20050224:

County Administrator

Recommended:

Department Head

Approved as to form:

5/3/17

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Risk Manager

Approved as to budget:

Budget & Finance Director

EXHIBIT "A"
P15661
LEGAL DESCRIPTION OF GRANTOR'S PROPERTY AND TEMPORARY CONSTRUCTION EASEMENT AREA

All those portions of the NE ¼ and of Government Lots 7 and 8 of Section 10, Twp. 33 North, Range 3 East W.M., which lies Westerly of the West marginal right of way line of Permanent Highway No. 12 (known as the Brown Slough-Skagit River County Road No. L11) as the same passes through said subdivisions and North of the New North Fork Road as conveyed to Skagit County by deed recorded April 30, 1957 under Auditor's File No. 550684, and East and Southerly of the right of way and lands conveyed to Dike District No. 13 by deeds recorded under Auditor's File Nos. 467598 and 77074. SUBJECT TO lands having been classified as farm and agricultural land by instrument recorded October 6, 1972 under Auditor's file No. 776379 and by Notice recorded September 11, 1974, Auditor's File No. 807059.
Situate in Skagit County, State of Washington.

EXHIBIT "B"
P15661
GRAPHIC DEPICTION OF TEMPORARY CONSTRUCTION EASEMENT AREA (ALL OF P15661).

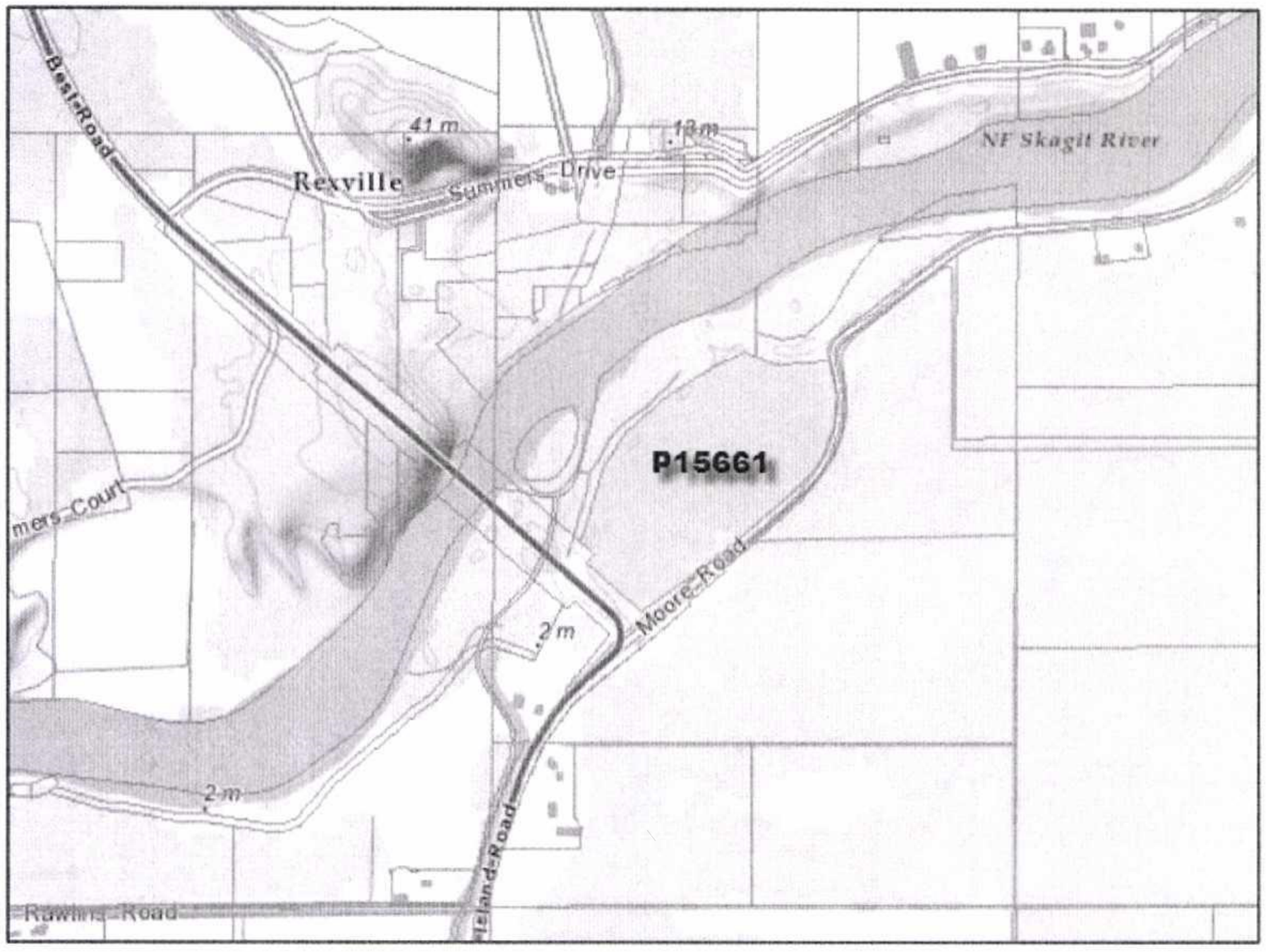
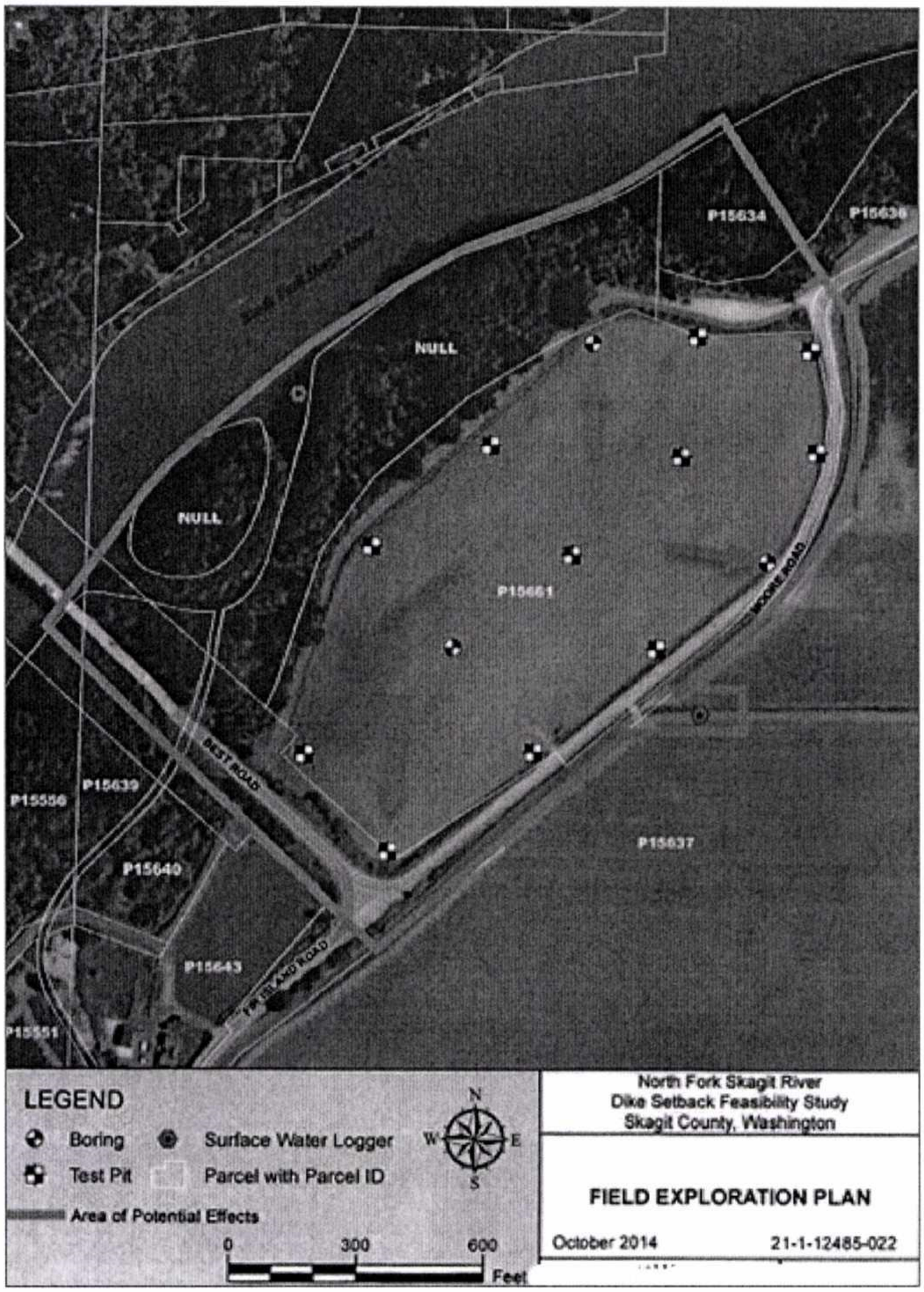


Exhibit "C"

PROJECT DESCRIPTION

The Project shall include:

- Removal of a total of six (6) monitoring wells at three (3) separate boring sites.
- 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.