

Recording Requested By And  
When Recorded Mail To:

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

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX



201706190176

Skagit County Auditor

\$81.00

6/19/2017 Page

1 of

9 2:51PM

JUN 16 2017

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

DOCUMENT TITLE: **TEMPORARY CONSTRUCTION EASEMENT**

REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*

GRANTOR(S): **Henry B. Mason, Jr. and Tami L. Mason**, husband and wife.

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

ASSESSOR'S TAX / PARCEL NUMBER(S): **P108652** (XrefID: 350332-1-009-0200)

ABBREVIATED LEGAL DESCRIPTION: Sections 32, Township 35 North, Range 03 East (Complete LEGAL DESCRIPTION provided at *Exhibit "C"*).

### TEMPORARY CONSTRUCTION EASEMENT

The undersigned, **Henry B. Mason, Jr. and Tami L. Mason, husband and wife** (herein "Grantors"), and **Skagit County**, a political subdivision of the State of Washington (herein "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 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 purposes, including maintenance of existing culvert(s), ditches, conveyance system(s), and including the right of ingress and egress with all necessary equipment for construction of the riparian restoration work, including any livestock fencing within said Temporary Easement, 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 sole 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. 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 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 recognize and agree 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, 2020, 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.

**GRANTORS:**

DATED this 30 day of May, 2017.

By: \_\_\_\_\_  
Henry B. Mason, Jr.

By: Tami L. Mason  
Tami L. Mason

STATE OF WASHINGTON }  
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that ~~Henry B. Mason, Jr. and Tami L. Mason, husband and wife~~, are the persons who appeared before me, and said persons acknowledged that they signed this instrument, and on oath stated that they are duly authorized executed the forgoing instrument as their free and voluntary act for the uses and purposes herein mentioned.

DATED this 30<sup>th</sup> day of May, 2017.

(SEAL)



Notary Public Lucy A Kelly  
Print name: Lucy A Kelly  
Residing at: La Conner  
My commission expires: 1-30-2021

GRANTORS:

DATED this 6<sup>th</sup> day of June, 2017.

By: Henry B. Mason, Jr.

Henry B. Mason, Jr.

By: \_\_\_\_\_

Tami L. Mason

STATE OF WASHINGTON

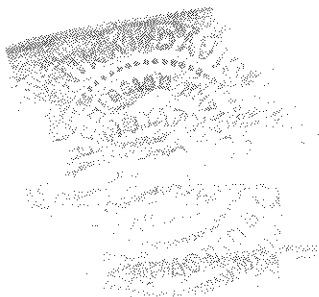
COUNTY OF SKAGIT

} ss.

I certify that I know or have satisfactory evidence that **Henry B. Mason, Jr. and Tami L. Mason**, husband and wife, are the persons who appeared before me, and said persons acknowledged that they signed this instrument, and on oath stated that they are duly authorized executed the forgoing instrument as their free and voluntary act for the uses and purposes herein mentioned.

DATED this 6<sup>th</sup> day of June, 2017.

(SEAL)



Notary Public

Print name: Nikke Davis

Residing at: Skagit County

My commission expires: 5-23-20

DATED this 15 day of June, 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:

 6/15/17  
\_\_\_\_\_  
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

  
\_\_\_\_\_  
Risk Manager

Approved as to budget:

  
\_\_\_\_\_  
Budget & Finance Director

**EXHIBIT "A"**  
**P108652**  
**TEMPORARY EASEMENT AREA LEGAL DESCRIPTION**

A temporary easement for the purpose of open conveyance maintenance within parcel number P108652 more particularly described as follows:

A twenty (20') foot easement adjoining of the western boundary of tract 4 of Skagit County Short Plat No. 95-033, recorded December 13, 1995, in Volume 12, page 48 of Short Plats, under Auditor's File No. 9512130040, records of Skagit County, Washington; being a portion of the Southwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 12, Township 35 North, Range 3 East

**SITUATE IN SKAGIT COUNTY, STATE OF WASHINGTON.**

EXHIBIT "B"  
P108652  
GRAPHIC DEPICTION OF TEMPORARY EASEMENT AREA

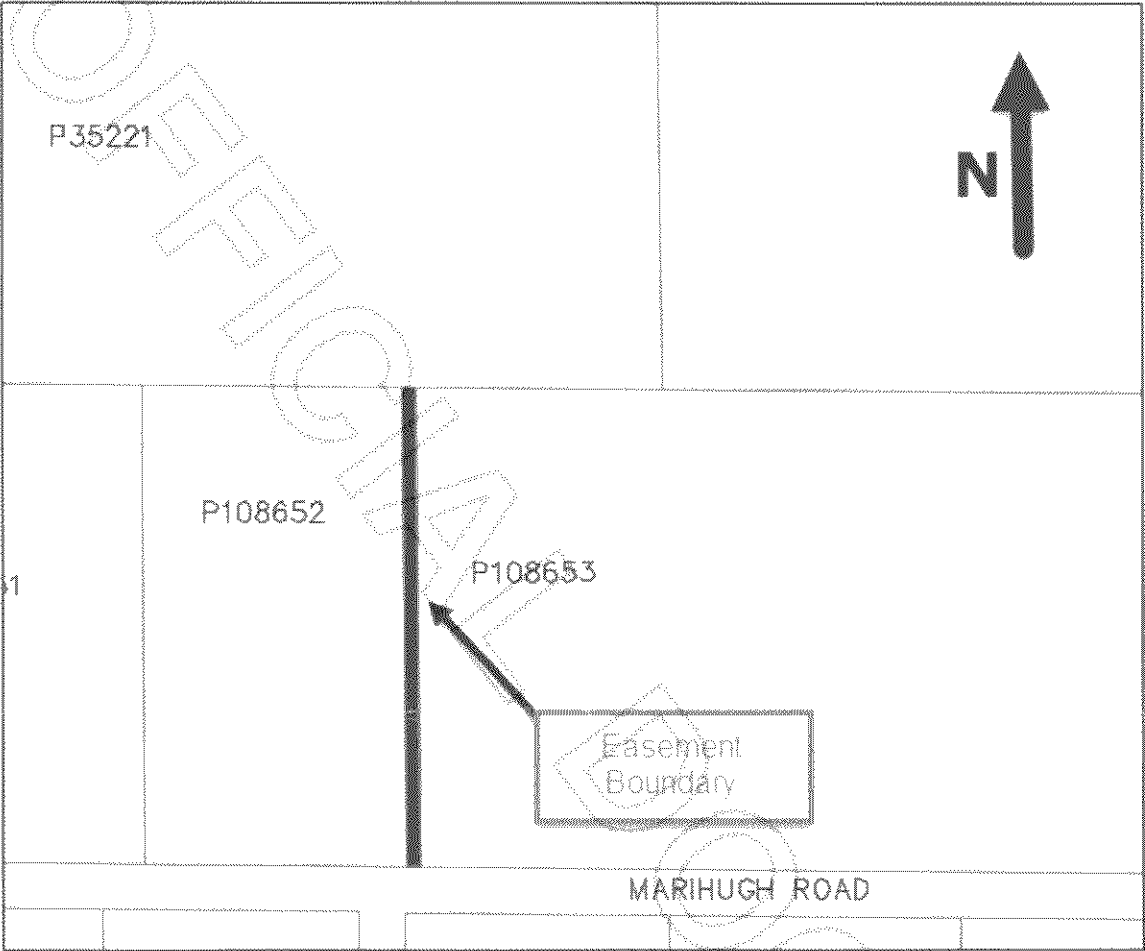


EXHIBIT "C"  
P108652  
LEGAL DESCRIPTION OF GRANTORS' PROPERTY

TRACTS 3 AND 4 OF SKAGIT COUNTY SHORT PLAT NO. 95-033, APPROVED DECEMBER 13, 1995, RECORDED DECEMBER 13, 1995, IN VOLUME 12, PAGE 48 OF SHORT PLATS, UNDER AUDITOR'S FILE NO. 9512130040, RECORDS OF SKAGIT COUNTY, WASHINGTON, BEING A PORTION OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 35 NORTH, RANGE 3 EAST W.M.



Exhibit "D"  
PROJECT DESCRIPTION

The Project shall include:

Reestablishment of a previously existing open conveyance by Grantee's crews.

At completion of the open conveyance establishment Grantee's crews shall plant a vegetative buffer along the newly formed banks.



Vegetative Buffer Typical Cross Section

