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Skagit County Auditor \$83.00  
9/19/2017 Page 1 of 10 3:55PM

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

SEP 19 2017

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

DOCUMENT TITLE: **TEMPORARY CONSTRUCTION EASEMENT**

REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*

GRANTOR(S): **Dennis Clark Spore**, single man.

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

ASSESSOR'S TAX / PARCEL NUMBER(S): **P112889** (XrefID: 360312-2-002-0100)  
**P47795** (XrefID: 360312-2-005-0002)

ABBREVIATED LEGAL DESCRIPTION: Sections 12, Township 36 North, Range 03  
East (Complete LEGAL DESCRIPTION provided at *Exhibit "C"*).

### **TEMPORARY CONSTRUCTION EASEMENT**

The undersigned, **Dennis Clark Spore**, single man (herein "Grantor"), 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. 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 a Project, including the removal of an existing dam structure and any related infrastructure within the vicinity of said existing dam, and including the right of ingress and egress with all necessary equipment for construction of the riparian restoration work, within said Temporary Easement, 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 (further 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 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 further 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, 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.

GRANTOR:

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

By: Dennis C. Spore

Dennis Clark Spore

STATE OF WASHINGTON

COUNTY OF SKAGIT

} ss.

I certify that I know or have satisfactory evidence that **Dennis Clark Spore**, single man, is the person who appeared before me, and said person acknowledged that he signed this instrument, and on oath stated that he is duly authorized executed the forgoing instrument as his free and voluntary act for the uses and purposes herein mentioned.

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

(SEAL)

Notary Public

Print name: Nikki Davis

Residing at: Skagit County

My commission expires: 5-23-20

DATED this 14 day of September, 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:

 9/11/17  
\_\_\_\_\_  
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

 (9-11-17)  
\_\_\_\_\_  
Risk Manager

Approved as to budget:

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

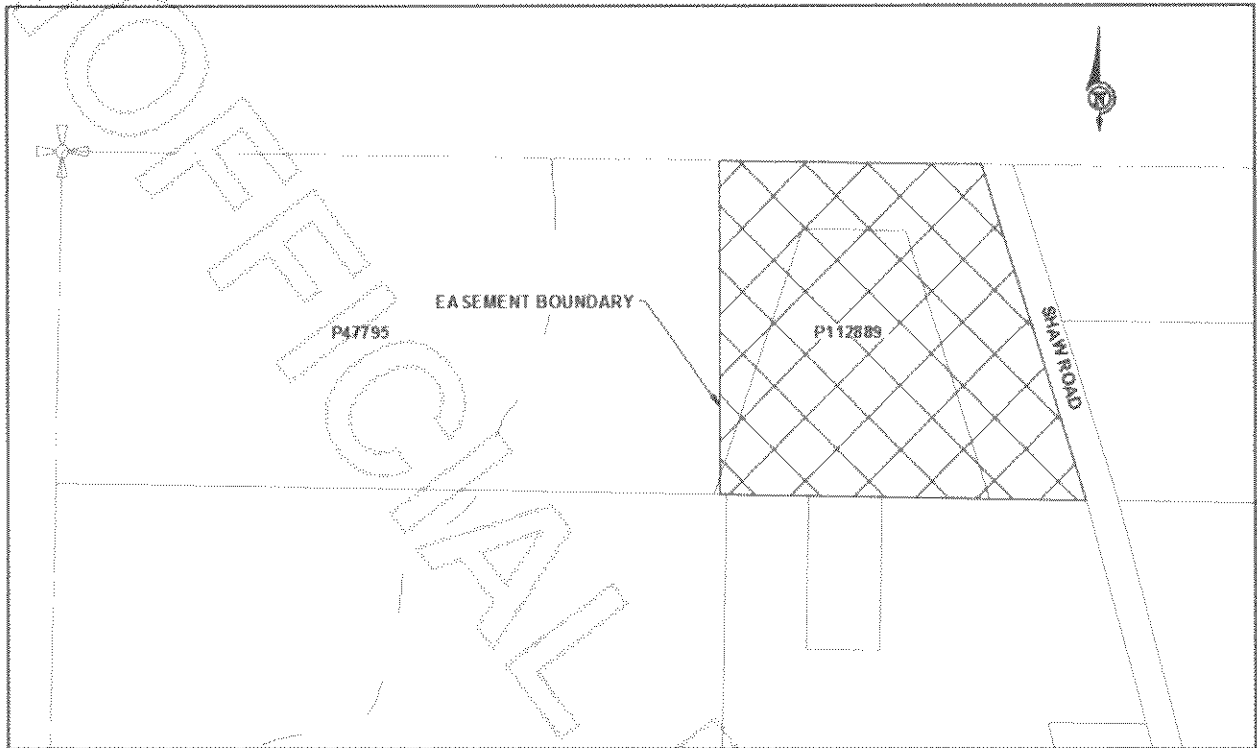
**EXHIBIT "A"**  
**P112889 & P47795**  
**TEMPORARY EASEMENT AREA LEGAL DESCRIPTION**

A temporary easement for the purpose of removal of existing dam structure and all piping systems that may be associated with dam system shall be within or all of parcel numbers P112889 and P47795 more particularly described as follows

Easement shall be the East half of the North half of the North half of the Northwest quarter of Section 12, Township 36 North, Range 3 East of W.M., lying West of the Road commonly known as Shaw Road.

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

EXHIBIT "B"  
P112889 & P47795  
GRAPHIC DEPICTION OF TEMPORARY EASEMENT AREA



**EXHIBIT "C"**  
**P112889 & P47795**  
**LEGAL DESCRIPTION OF GRANTOR'S PROPERTY**

The North half of the North half of the Northwest quarter of Section 12, Township 36 North, Range 3 East of W.M., lying West of Road. Situate in Skagit County, Washington.

Exhibit "D"  
PROJECT DESCRIPTION

The Project shall include the following work by Grantee:

Dewatering of an existing pond; and

Demolition and removal of the existing dam structure; and

Removal of existing outfalls and other infrastructure related to existing dam; and

Re-vegetation of newly exposed pond banks.

Photograph of pond to be dewatered.





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