



201709190065

Skagit County Auditor

\$81.00

9/19/2017 Page

1 of

8 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 *mmw* Deputy

DOCUMENT TITLE: **TEMPORARY CONSTRUCTION EASEMENT**REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*GRANTOR(S): **Gloria Schnell**, a married woman as her separate estateGRANTEE(S): **Skagit County**, a political subdivision of the State of Washington.ASSESSOR'S TAX / PARCEL NUMBER(S): **P62095** (XrefID: 3863-000-076-0009)

ABBREVIATED LEGAL DESCRIPTION: Sections 06, Township 33 North, Range 05
East (Complete LEGAL DESCRIPTION provided at *Exhibit "C"*).

TEMPORARY CONSTRUCTION EASEMENT

The undersigned, **Gloria Schnell**, a married woman as her separate estate (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 extension of an existing cross culvert pipe, 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, 2018, 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 day of August, 2017.

By: Gloria Schnell
Gloria Schnell

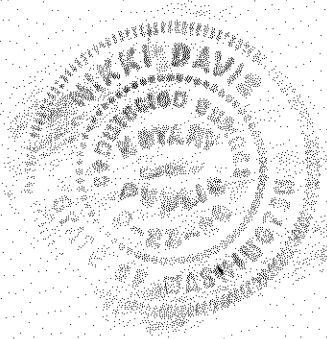
STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that **Gloria Schnell**, a married woman as her separate estate, is the person who appeared before me, and said person acknowledged that she signed this instrument, and on oath stated that she is duly authorized executed the forgoing instrument as her free and voluntary act for the uses and purposes herein mentioned.

DATED this 30 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:

RB

Department Head

Approved as to form:

[Signature] 9/6/17

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

[Signature] (9-12-17)

Risk Manager

Approved as to budget:

[Signature]

Budget & Finance Director

EXHIBIT "A"
P62095
TEMPORARY EASEMENT AREA LEGAL DESCRIPTION

A temporary easement for the purpose of extension of an existing culvert within parcel number P62095 more particularly described as follows

Easement shall be thirty (30') feet in width and adjoining the Southeasterly Lot line of Lot 76 of the FIRST ADDITION BIG LAKE WATER FRONT TRACTS, according to the plat thereof, recorded in Volume 4 of Plats, page 15, records of Skagit County, Washington.

SITUATE IN SKAGIT COUNTY, STATE OF WASHINGTON.

EXHIBIT "B"
P62095
GRAPHIC DEPICTION OF TEMPORARY EASEMENT AREA

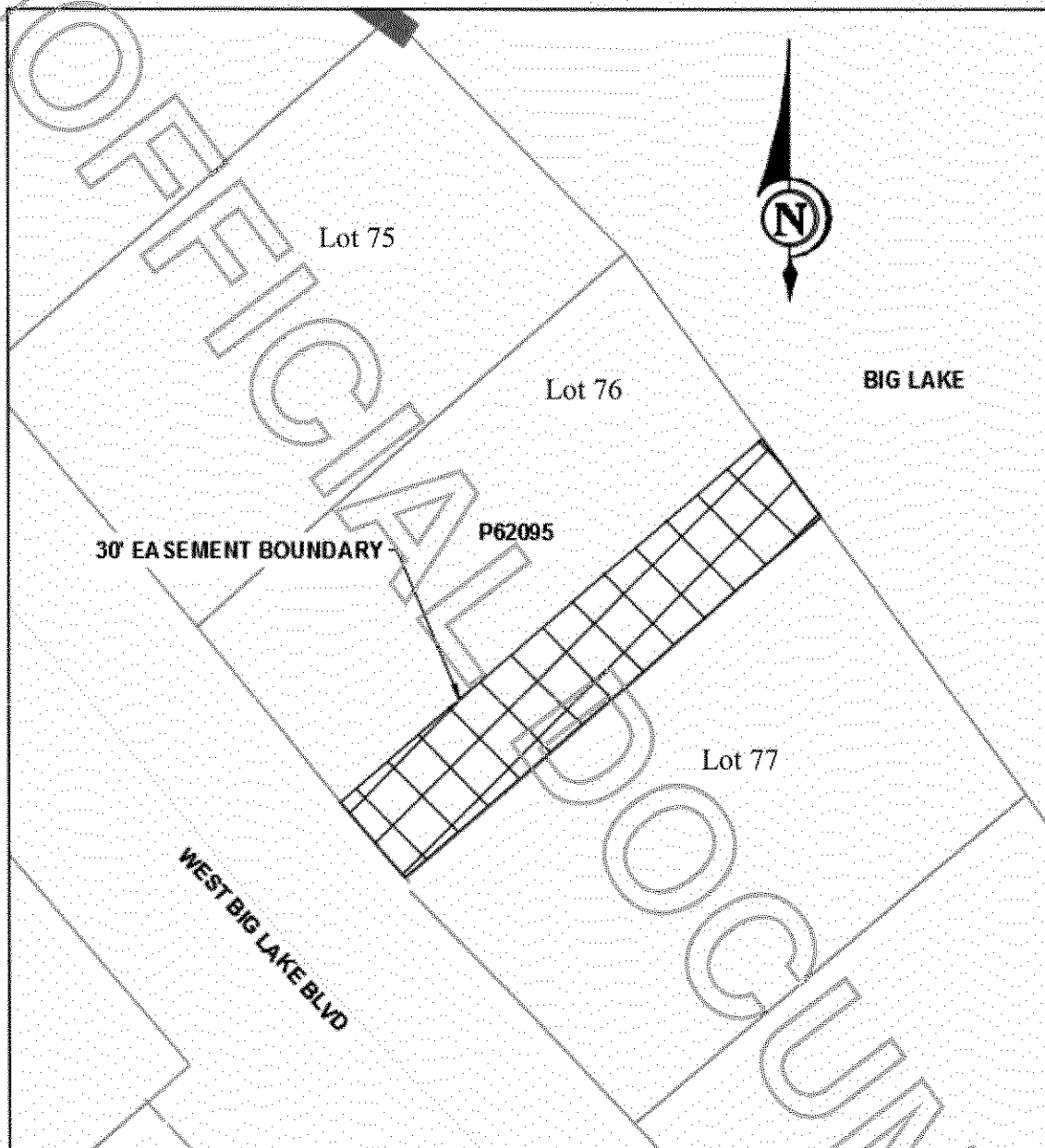


EXHIBIT "C"
P62095
LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

That portion of Lot 76, FIRST ADDITION BIG LAKE WATER FRONT TRACTS, according to the plat thereof, recorded in Volume 4 of Plats, page 15, records of Skagit County, Washington, lying Easterly of the East line of the roadway conveyed to Skagit County, Washington by Deed recorded June 2, 1947, under Auditor's File No. 405131, records of Skagit County, Washington.

Exhibit "D" PROJECT DESCRIPTION

The Project shall include the following work by Grantee:

- Extension of the existing cross culvert
- Culvert shall be stabilized above ground
- Culvert shall outlet within the Ordinary High Water Mark with the use of a Diffuser Tee

