

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

APR 06 2018

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



Skagit County Auditor  
4/9/2018 Page 1 of 9 8:48AM \$82.00

**DOCUMENT TITLE: TEMPORARY CONSTRUCTION EASEMENT**

**REFERENCE NUMBER OF RELATED DOCUMENT:** *Not Applicable*

**GRANTOR(S):** **Sharon McPherson Widen**, as Trustee of The Sharon McPherson Widen Inherited Property Trust, by Declaration of Trust dated April 8, 2016 as to a 50% interest; and **Lynn D. McPherson**, as Trustee of the Lynn D. McPherson Family Trust, by Declaration of Trust dated March 16, 2015, as to a 50% interest.

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

**ASSESSOR'S TAX / PARCEL NUMBER(S):** **P75077** (XrefID: 4144-023-001-0000); and **P75080** (XrefID: 4144-023-010-0009)

**ABBREVIATED LEGAL DESCRIPTION:** Section 01, Township 34 North, Range 04 East (Complete LEGAL DESCRIPTION provided at *Exhibit "C"*.)

**TEMPORARY CONSTRUCTION EASEMENT**

The undersigned, **Sharon McPherson Widen**, as Trustee of The Sharon McPherson Widen Inherited Property Trust, by Declaration of Trust dated April 8, 2016 as to a 50% interest, and **Lynn D. McPherson**, as Trustee of the Lynn D. McPherson Family Trust, by Declaration of Trust dated March 16, 2015, as to a 50% interest (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. Grantor and Grantees 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 a Project (installation of a catch basin and maintenance to existing drainage infrastructure), 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 (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 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 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). 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) 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 August 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.



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Alameda )

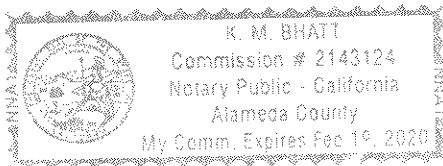
On 3-21-2018 before me, K.M. BHATT (NOTARY PUBLIC)  
Date Here Insert Name and Title of the Officer

personally appeared Lynn D McPherson  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Khatt  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Temporary Construction Easement  
Document Date: 3-21-2018 Number of Pages: 8 (3<sup>rd</sup> page)  
Signer(s) Other Than Named Above: N/A

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Lynn D. McPherson  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: self

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

DATED this 4 day of April, 2018.

BOARD OF COUNTY COMMISSIONERS  
SKAGIT COUNTY, WASHINGTON

\_\_\_\_\_  
Kenneth A. Dahlstedt, Chair

\_\_\_\_\_  
Lisa Janicki, Commissioner

\_\_\_\_\_  
Ron Wesen, Commissioner

Attest:

\_\_\_\_\_  
Clerk of the Board

Authorization per Resolution R20050224:

Recommended: 

\_\_\_\_\_  
County Administrator

\_\_\_\_\_  
Department Head

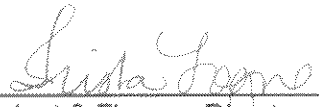
Approved as to form:

 3/27/18  
\_\_\_\_\_  
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

 (4.3.18)  
\_\_\_\_\_  
Risk Manager

Approved as to budget:

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

**EXHIBIT "A"**  
**P75077 & P75080**  
**TEMPORARY EASEMENT AREA LEGAL DESCRIPTION**

A temporary easement for the purpose of installation of a catchbasin and maintenance to existing drainage infrastructure within parcel numbers P75077 and P75080 more particularly described as follows:

Easement shall be forty (40') feet in width, abutting the easterly parcel boundary of Lots 1 and 10, Block 23, "West Addition, Clear Lake, WASH.". Said strip of land being a portion of vacated Bandy Street, sometimes written as Brandy Street

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

**EXHIBIT "B"**  
**P75077 & P75080**  
**GRAPHIC DEPICTION OF TEMPORARY EASEMENT AREA**

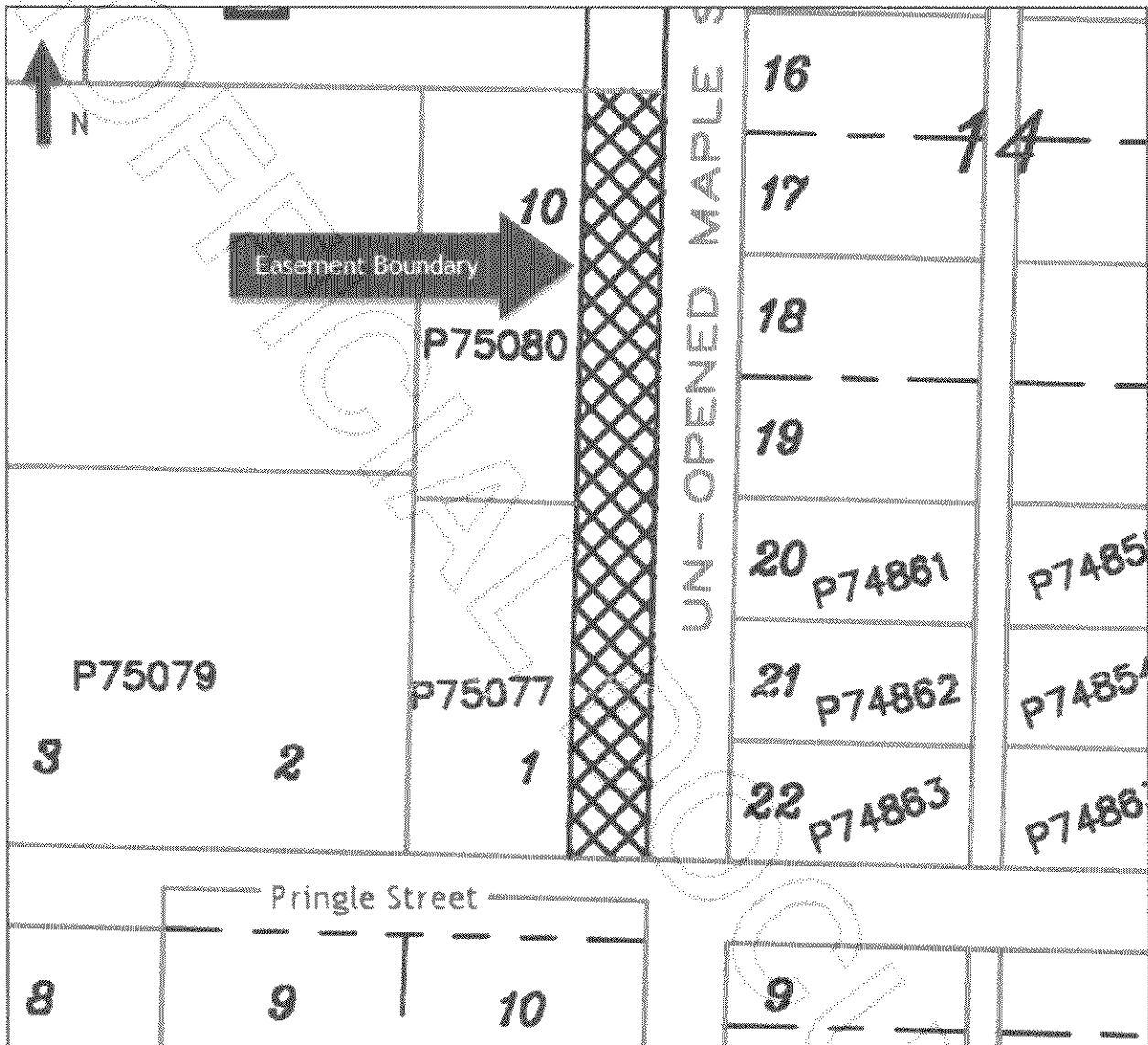


EXHIBIT "C"  
P75077 & P75080  
LEGAL DESCRIPTION OF GRANTORS' PROPERTY

Lot 1, Block 23 "WEST ADDITION, CLEAR LAKE, WASH.", as per plat recorded in Volume 4 of Plats, page 32, records of Skagit County, Washington.

Parcel: P75077

Lot 10, Block 23, WEST ADDITION, CLEAR LAKE, WASH." As per plat recorded in Volume 4 of Plats, Page 32, records of Skagit County, Washington, TOGETHER WITH that portion of vacated Bandy Street, sometimes written as Brandy Street, which upon vacation reverted to said premises by operation of law.

Parcel: P75080

## Exhibit "D" PROJECT DESCRIPTION

The Project shall include the following work by Grantee:

- Installation of a catch basin and outfall pipe to direct waters to the existing drainage system.
- Vegetation removal from within existing drainage system.
- Re-grade of existing drainage system in order to provide continued conveyance within the existing system's boundary.
- Maintenance to drainage infrastructure.
- Surrounding grounds that may be disturbed during the project construction shall be returned to a substantially similar condition as existed prior to the commencement of said project.

