



Skagit County Auditor \$81.00
4/24/2018 Page 1 of 8 8:48AM

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 24 2018

Amount Paid \$
Skagit Co. Treasurer:
By *Chum* Deputy

DOCUMENT TITLE: **TEMPORARY CONSTRUCTION EASEMENT**

REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*

GRANTOR(S): **Carolann Townsend**, a single woman

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

ASSESSOR'S TAX / PARCEL NUMBER(S): **P51196** (XrefID: 360531-1-004-0919)

ABBREVIATED LEGAL DESCRIPTION: Section 31, Township 36 North, Range 05 East
(Complete LEGAL DESCRIPTION provided at *Exhibit "C"*).

TEMPORARY CONSTRUCTION EASEMENT

The undersigned, **Carolann Townsend**, a single woman (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 installation of a new access culvert and the maintenance to an existing drainage facility, 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 October 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 03 day of 30, 2018.

By: Carolann Townsend
Carolann Townsend

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that **Carolann Townsend**, a single woman, 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 March, 2018.

(SEAL)

Notary Public
Print name: Nikki Davis
Residing at: Skagit County
My commission expires: 5-23-20

DATED this 19 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:

County Administrator

Recommended:

Department Head

Approved as to form:

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Risk Manager

Approved as to budget:

Budget & Finance Director

EXHIBIT "A"
P51196
TEMPORARY EASEMENT AREA LEGAL DESCRIPTION

A temporary easement for the purpose of the installation of a new access culvert and the maintenance to an existing drainage facility, in Section 31, T36N; R5E, W.M., within parcel number P51196 more particularly described as follows:

A 60 Foot wide strip of land adjoining the southern boundary of the parcel described within a record of survey for Carol Wallace recorded in Volume 21 of Surveys, page 38, under Skagit County Auditor File Number 9810080049.

SITUATE IN SKAGIT COUNTY, STATE OF WASHINGTON.

EXHIBIT "B"
P51196
GRAPHIC DEPICTION OF TEMPORARY EASEMENT AREA

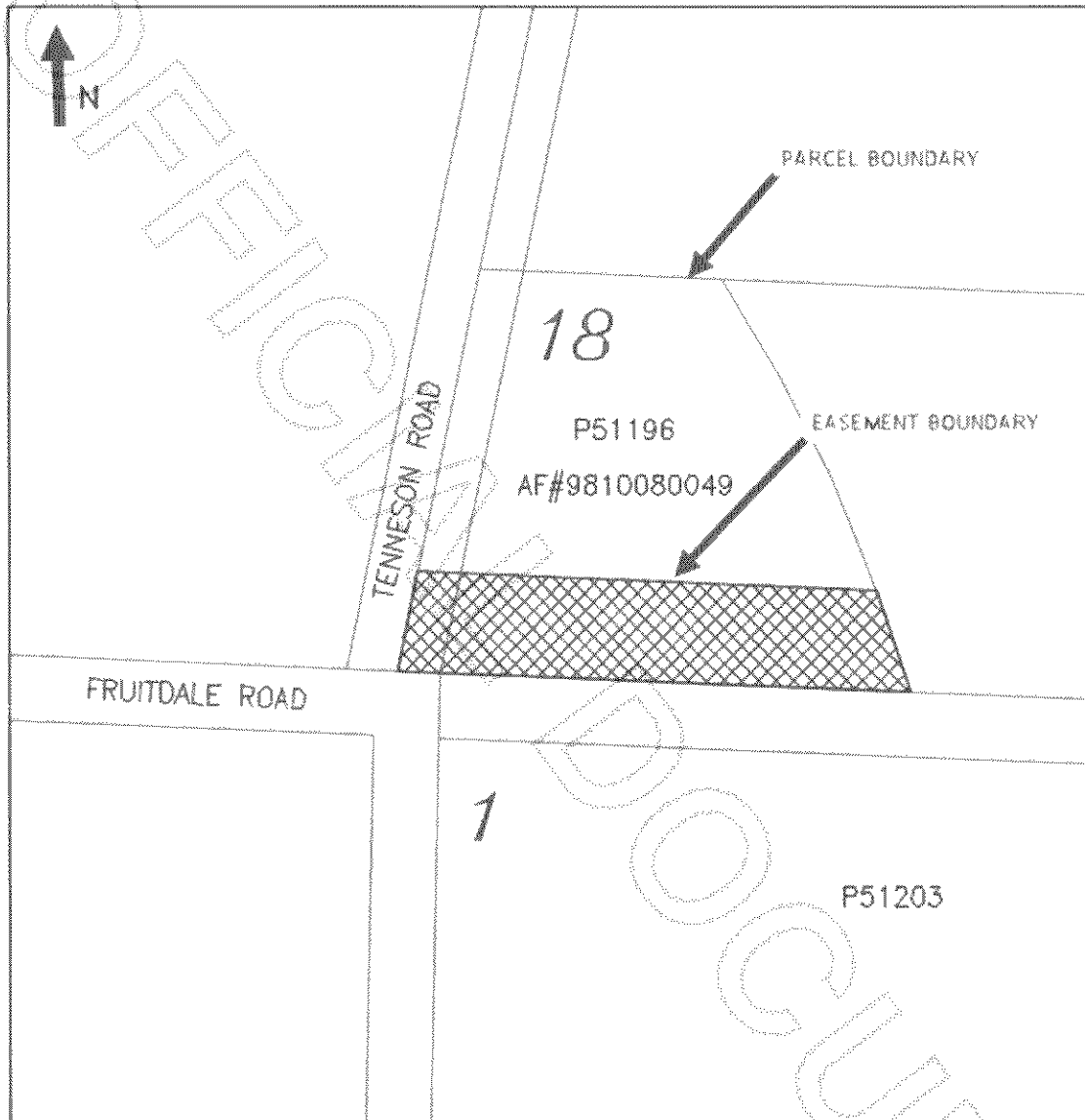


EXHIBIT "C"
P51196
LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

That portion of the within described Tract "A" described as follows:

Beginning at the Southwest corner of said Tract "A"; being the true point of beginning; thence $N11^{\circ}44'52''E$, 248.62 feet to the Northwest corner of said Tract "A"; thence $S88^{\circ}01'15''E$, 149.87 feet, thence along a curve to the right having a radius of 988.24 feet, the center of which bears $S56^{\circ}42'32''W$, an arc distance of 276.52 feet to the Southerly limit of said Tract "A"; thence $N88^{\circ}01'15''W$, along said Southerly limit 318.27 feet to the true point of beginning Tract "A".

That portion of the Northeast Quarter of Section 31, Township 36 North, Range 5 East, N.M., described as follows:

Commencing at the existing monument at the Southwest corner of said Northeast Quarter, thence $S88^{\circ}01'15''E$, along the South line of said Northeast Quarter a distance of 1314.37 feet to the Southwest corner of the Southeast Quarter of said Northeast Quarter; thence continue $S88^{\circ}01'15''E$, along said South line a distance of 8.44 feet; thence $N11^{\circ}44'52''E$, 20.28 feet to the North boundary of the County Road being the true point of beginning; thence continue $N11^{\circ}44'52''E$, 248.62 feet; thence $S88^{\circ}01'15''E$, parallel with said South line of said subdivision a distance of 964.65 feet; thence $S11^{\circ}42'39''W$, 113.70 feet; thence $S08^{\circ}15'24''W$, 134.39 feet to a point which is $S88^{\circ}01'15''E$, from the true point of beginning; thence $N88^{\circ}01'15''W$, along the North line of the County Road 277.43 feet to the true point of beginning.

Exhibit "D"
PROJECT DESCRIPTION

The Project shall include the following work by Grantee:

- Installation of a new access culvert
- Re-grade of existing drainage system in order to provide continued conveyance within the existing system's boundary
- Surrounding grounds and ditch side slopes shall be re-vegetated at completion of drainage improvements.

