

Recording Requested By And
When Recorded Mail To:

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



201805310003

05/31/2018 08:43 AM Pages: 1 of 9 Fees: \$82.00
Skagit County Auditor

DOCUMENT TITLE: TEMPORARY CONSTRUCTION EASEMENT

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*

MAY 29 2018

GRANTOR(S): Gregory P. Bauer, a single man

Amount Paid \$
Skagit Co. Treasurer
By *[Signature]* Deputy

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

ASSESSOR'S TAX / PARCEL NUMBER(S): P43610 (XrefID: 350809-4-006-0008)

ABBREVIATED LEGAL DESCRIPTION: Section 09, Township 35 North, Range 08 East
(Complete LEGAL DESCRIPTION provided at *Exhibit "C"*).

TEMPORARY CONSTRUCTION EASEMENT

The undersigned, **Gregory P. Bauer**, a 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, installation of a beaver deceiver flow device and maintenance to the beaver deceiver thereafter, 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 November 30, 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 14 day of May, 2018.

By: *Gregory P. Bauer*
Gregory P. Bauer

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that **Gregory P. Bauer**, a 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 14 day of May, 2018.

(SEAL)



Notary Public *Jeanne M Aungst*
Print name: Jeanne M Aungst
Residing at: *Sequoia Woodley*
My commission expires: 11/13/18

DATED this 24 day of May, 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:



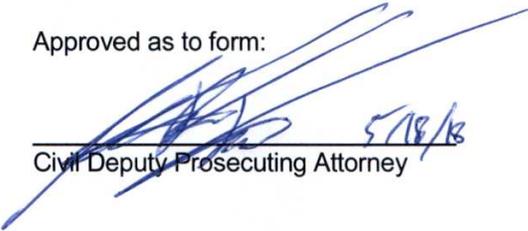
County Administrator

Recommended:



Department Head

Approved as to form:

 5/18/18

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

 (5-22-18)

Risk Manager

Approved as to budget:



Budget & Finance Director

EXHIBIT "A"
P43610
TEMPORARY EASEMENT AREA LEGAL DESCRIPTION

A temporary easement for the purpose of installing a beaver deceiver within parcel number P43610 within a portion of the Southeast $\frac{1}{4}$ of Section 9, Township 35 North, Range 8 East, W.M. of Skagit County, Washington more particularly described as follows:

Temporary Easement shall be thirty (30') feet in width along the most southerly line as described in Record of Survey for Carol Pederson under Auditors File Number 200202060011 within a portion of the Southwest $\frac{1}{4}$ of Section 9, Township 35 North, Range 8 East, W.M. of Skagit County, Washington.

SITUATE IN SKAGIT COUNTY, STATE OF WASHINGTON.

EXHIBIT "B"
P43610
GRAPHIC DEPICTION OF TEMPORARY EASEMENT AREA

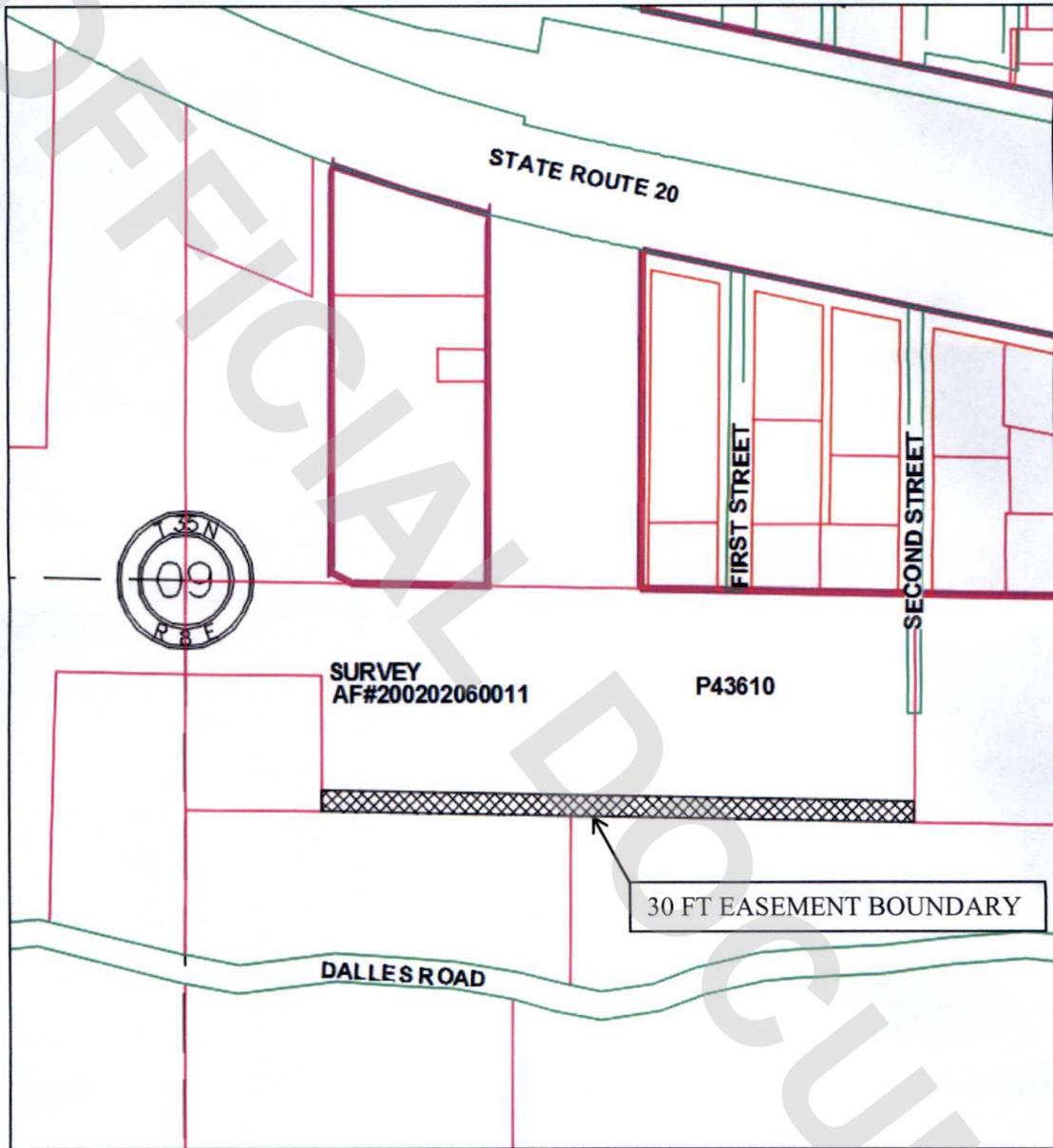


EXHIBIT "C"
P43610
LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

The North 20 rods of the Northwest Quarter of the Southeast Quarter of Section 9, Township 35 North, Range 8 East of the Willamette Meridian;

EXCEPT the East 267 feet thereof;

AND EXCEPT any portion thereof lying within the boundaries of property conveyed to Charles A. Cole by deed recorded in Volume 35 of Deeds, page 381, records of Skagit County, Washington;

AND EXCEPT that portion described as follows:

Beginning at the intersection of the West line of said Northwest Quarter of the Southeast Quarter with the North line of W.J. Challenger Road;

Thence North $00^{\circ}24'25''$ West along the West line of said Northwest Quarter of the Southeast Quarter, a distance of 400.00 feet (said point being 134.64 feet South $00^{\circ}24'25''$ East from the Northwest corner of said Northwest Quarter of the Southeast Quarter);

Thence East for a distance of 200 feet;

Thence South parallel with the West line of said Northwest Quarter of the Southeast Quarter, a distance of 100 feet, more or less, to the North line of the South 30 acres of the Northwest Quarter of the Southeast Quarter;

Thence West along the North line of the South 30 acres of the Northwest Quarter of the Southeast Quarter, a distance of 200 feet, more or less, to the West line of the Northwest Quarter of the Southeast Quarter;

Thence North $00^{\circ}24'25''$ West along the West line of the Northwest Quarter of the Southeast Quarter, a distance of 100 feet, more or less, to the point of beginning.

Situated in Skagit County, Washington.

Exhibit "D"
PROJECT DESCRIPTION

The Project shall include the following work by Grantee:

- Installation of beaver deceiver flow devices; and
- Maintenance of and removal of debris from beaver deceivers periodically in accordance with the temporary easement terms.



