



201810020002

Recording Requested By And
When Recorded Mail To:

10/02/2018 08:34 AM Pages: 1 of 8 Fees: \$106.00
Skagit County Auditor

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

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

OCT 02 2018

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

DOCUMENT TITLE: TEMPORARY CONSTRUCTION EASEMENT

REFERENCE NUMBER OF RELATED DOCUMENT: Not Applicable

GRANTOR(S): Bisquet Ridge Road, LLC, a Washington Limited Liability Company

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

ASSESSOR'S TAX / PARCEL NUMBER(S): P132677 (XrefID: 350320-4-001-0003)

ABBREVIATED LEGAL DESCRIPTION: Section 20, Township 35 North, Range 03 East
(Complete LEGAL DESCRIPTION provided at *Exhibit "C"*).

TEMPORARY CONSTRUCTION EASEMENT

The undersigned, **Bisquet Ridge Road, LLC**, a Washington Limited Liability Company (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, 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 the Project). Grantor shall not have the right to exclude Grantee, Grantee's employees, agents, contractors, or other third parties from the Temporary Easement area. 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:

Bisquet Ridge Road, LLC, a Washington Limited Liability Company.

DATED this 18th day of SEPT., 2018.

By: *Samuel Schumacher, Jr.*
Samuel Schumacher, Jr., Governor

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that Samuel Schumacher, as a Governing Person for **Bisquet Ridge Road, LLC**, a Washington Limited Liability Company, 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 to execute the forgoing instrument as his free and voluntary act for the uses and purposes herein mentioned.

DATED this 18th day of September, 2018.

(SEAL)



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

DATED this 27 day of September, 2018.

**BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON**

~~_____
Kenneth A. Dahlstedt, Chair~~

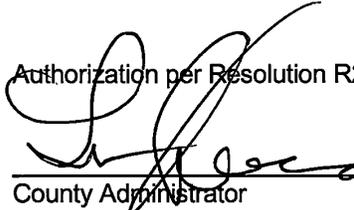
~~_____
Lisa Janicki, Commissioner~~

~~_____
Ron Wesen, Commissioner~~

Attest:

Clerk of the Board

Authorization per Resolution R20050224:



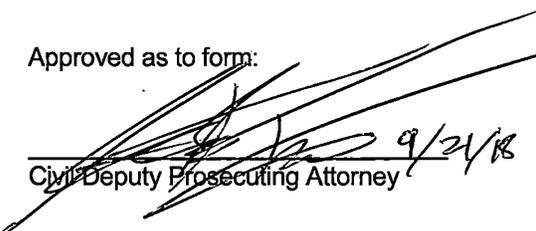
County Administrator

Recommended:



Department Head

Approved as to form:

~~ 9/21/18

Civil Deputy Prosecuting Attorney~~

Approved as to indemnification:

 (9-25-18)

Risk Manager

Approved as to budget:



Budget & Finance Director

EXHIBIT "A"
P132677
TEMPORARY EASEMENT AREA LEGAL DESCRIPTION

A temporary easement for the purpose of ingress/egress within parcel number P132677 more particularly described as follows:

THAT PORTION OF TRACT B OF SKAGIT COUNTY SHORT PLAT NO. 58-75, APPROVED JANUARY 16, 1976, RECORDED JANUARY 20, 1976 IN VOLUME 1 OF SHORT PLATS, PAGE 90, UNDER AUDITOR'S FILE NO. 828918, RECORDS OF SKAGIT COUNTY, WASHINGTON; BEING A PORTION OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 35 NORTH, RANGE 3 EAST, W.M., COMMONLY KNOWN AS A PORTION OF BISQUET RIDGE LANE, MORE FULLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID TRACT B, SHORT PLAT NO. 58-75; THENCE EASTERLY ALONG THE NORTH LINE OF SAID TRACT B, SHORT PLAT NO. 58-75 TO THE NORTHEAST CORNER OF SAID TRACT B, SHORT PLAT NO. 58-75, SAID POINT BEING ALONG THE WEST LINE OF FARM TO MARKET ROAD; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID TRACT B, SHORT PLAT NO. 58-75, TO THE NORTHEAST CORNER OF LOT 2, SHORT PLAT NO. 1-85, APPROVED APRIL 30, 1985, RECORDED MAY 16, 1985 IN BOOK 7 OF SHORT PLATS, PAGE 21, UNDER AUDITOR'S FILE NO. 8505160025; THENCE WESTERLY ALONG THE NORTH LINE OF SAID SHORT PLAT NO. 1-85, EXTENDED, TO THE WEST LINE OF SAID TRACT B, SHORT PLAT NO. 58-75; THENCE NORTHERLY ALONG THE WEST LINE OF SAID TRACT B, SHORT PLAT NO. 58-75, TO THE POINT OF BEGINNING.

SITUATE IN SKAGIT COUNTY, STATE OF WASHINGTON.

EXHIBIT "B"
P132677
GRAPHIC DEPICTION OF TEMPORARY EASEMENT AREA

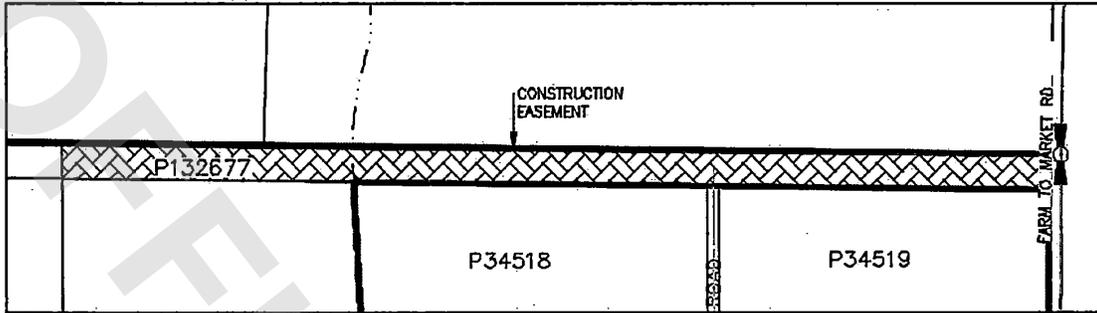


EXHIBIT "C"
P132677
LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

UNCONFIRMED
THAT PORTION OF TRACT B OF SKAGIT COUNTY SHORT PLAT NO. 58-75, APPROVED JANUARY 16, 1976, RECORDED JANUARY 20, 1976 IN VOLUME 1 OF SHORT PLATS, PAGE 90, UNDER AUDITOR'S FILE NO. 828918, RECORDS OF SKAGIT COUNTY, WASHINGTON; BEING A PORTION OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 35 NORTH, RANGE 3 EAST, W.M., COMMONLY KNOWN AS A PORTION OF BISQUET RIDGE LANE, MORE FULLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID TRACT B, SHORT PLAT NO. 58-75; THENCE EASTERLY ALONG THE NORTH LINE OF SAID TRACT B, SHORT PLAT NO. 58-75 TO THE NORTHEAST CORNER OF SAID TRACT B, SHORT PLAT NO. 58-75, SAID POINT BEING ALONG THE WEST LINE OF FARM TO MARKET ROAD; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID TRACT B, SHORT PLAT NO. 58-75, TO THE NORTHEAST CORNER OF LOT 2, SHORT PLAT NO. 1-85, APPROVED APRIL 30, 1985, RECORDED MAY 16, 1985 IN BOOK 7 OF SHORT PLATS, PAGE 21, UNDER AUDITOR'S FILE NO. 8505160025; THENCE WESTERLY ALONG THE NORTH LINE OF SAID SHORT PLAT NO. 1-85, EXTENDED, TO THE WEST LINE OF SAID TRACT B, SHORT PLAT NO. 58-75; THENCE NORTHERLY ALONG THE WEST LINE OF SAID TRACT B, SHORT PLAT NO. 58-75, TO THE POINT OF BEGINNING.

**Exhibit "D"
PROJECT DESCRIPTION**

The Project shall include the following work by Grantee:

- Provide ingress/egress to all necessary Project equipment, personnel, and materials.

