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Skagit County Auditor

SKAGIT COUNTY  
Contract # C20180532  
Page 1 of 8

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

OCT 24 2018

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

**DOCUMENT TITLE: TEMPORARY CONSTRUCTION EASEMENT**

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

**GRANTOR(S):** **Paul Sorensen and Linda Sorensen**, husband and wife, jointly with right of survivorship

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

**ASSESSOR'S TAX / PARCEL NUMBER(S):** **P69269** (XrefID: 4001-006-021-0003)  
**P69290** (XrefID: 4001-007-014-0109)

**ABBREVIATED LEGAL DESCRIPTION:** Section 08, Township 34 North, Range 02 East  
(Complete LEGAL DESCRIPTION provided at *Exhibit "C"*).

### TEMPORARY CONSTRUCTION EASEMENT

The undersigned, **Paul Sorensen and Linda Sorensen**, husband and wife, jointly with right of survivorship (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. Grantors 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 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, including placement of a small earthen berm, including replacement of the existing failing four (4") inch corrugated plastic outfall pipe with a twelve (12") inch corrugated polyethylene outfall pipe, the installation of a Diffuser Tee at the newly placed outlet, the replacement of an existing roadside catchbasin with a Type 1L catchbasin thereafter, and 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 the Project). Grantors shall not have the right to exclude Grantee, Grantee's employees, agents, contractors, or other third parties from the Temporary Easement area. 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) Grantors' 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, 2019, 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.

## GRANTORS:

DATED this 12<sup>th</sup> day of October, 2018.By: 

Paul Sorensen

By: 

Linda Sorensen

STATE OF WASHINGTON

COUNTY OF SKAGIT

} ss.

I certify that I know or have satisfactory evidence that **Paul Sorensen** and **Linda Sorensen**, husband and wife, jointly with right of survivorship, who appeared before me, and said persons acknowledged that they signed this instrument, and on oath stated that they were authorized to execute the forgoing instrument as their free and voluntary act for the uses and purposes herein mentioned.

DATED this 12<sup>th</sup> day of October, 2018.

(SEAL)



Notary Public

Print name: Nikki DavisResiding at: My commission expires: 5-23-20

DATED this 23 day of October, 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

10/16/18

Approved as to indemnification:

Risk Manager

Approved as to budget:

Budget & Finance Director

**EXHIBIT "A"**  
**P69269 & P69290**  
**TEMPORARY EASEMENT AREA LEGAL DESCRIPTION**

A temporary easement for the purpose of installing a new outfall pipe and outfall infrastructure within parcel number P69269 within a portion of Government Lot 6, Section 9, Township 34 N, Range 2 E., W.M. of Skagit County, Washington more particularly described as follows:

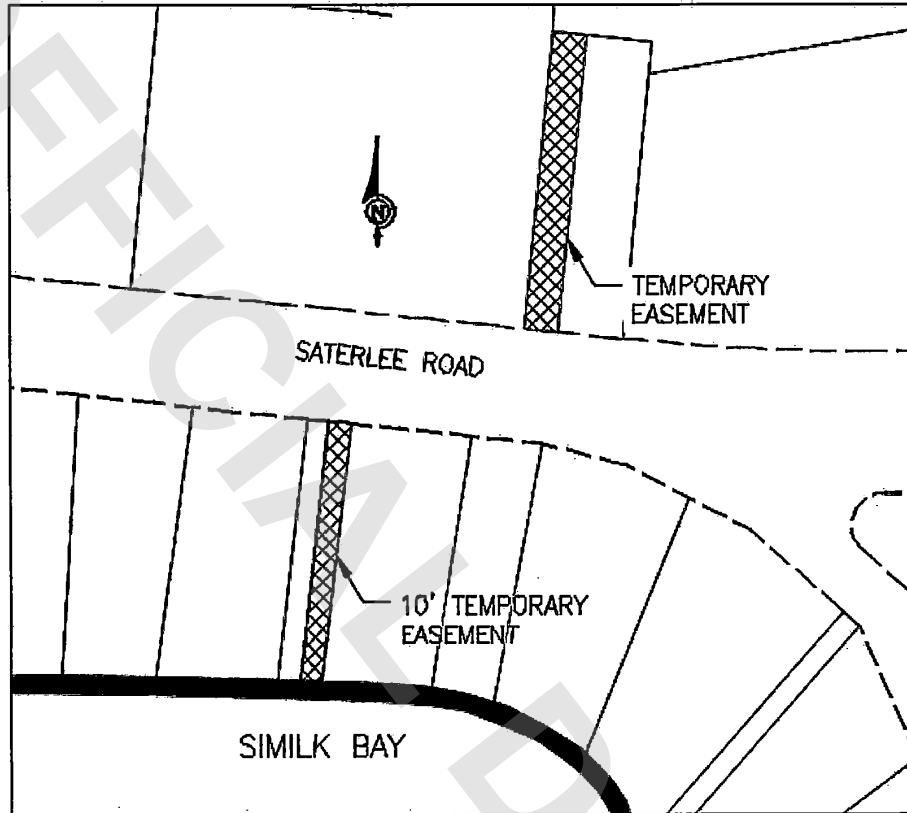
Temporary Easement shall be ten (10') feet in width adjoining the most westerly boundary line of Lot 20 as described in Survey in Block 6, Similk Beach Section 9, TWP. 34 N, R. 2 E. for Ralph Beringer, Auditor's File Number 8507300003.

A temporary easement for the purpose to place a small earthen berm within parcel number P69290 within a portion Section 9, Township 34 N, Range 2 E., W.M. of Skagit County, Washington more particularly described as follows:

Temporary Easement shall be the east half of Lot 14, Block 7, Similk Beach, according to the plat recorded in Volume 4 of Plats, page 51, records of Skagit County, Washington and then together with the south  $\frac{1}{2}$  of Jigger St. being a portion of the strip of land 30 feet in width located along the north line of block 7 as shown in the plat of Similk Beach, to adjacent property per order of vacation number 176983 recorded under Auditor's File No. 199912100127.

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

**EXHIBIT "B"**  
**P69269 & P69290**  
**GRAPHIC DEPICTION OF TEMPORARY EASEMENT AREA**



**EXHIBIT "C"**  
**P69269 & P69290**  
**LEGAL DESCRIPTION OF GRANTORS' PROPERTY**

P69269

LEGAL DESCRIPTION

LOTS 20, 21, 22, BLOCK 6,  
SIMILK BEACH, ACCORDING TO  
THE PLAT THEREOF RECORDED  
IN VOLUME 4 OF PLATS, PAGE  
51, IN SKAGIT COUNTY,  
WASHINGTON.

P69290

The east half of Lot 14, Block 7, Similk Beach, according to the plat recorded in Volume 4 of Plats, page 51, records of Skagit County, Washington and then together with the south ½ of Jigger St. being a portion of the strip of land 30 feet in width located along the north line of block 7 as shown in the plat of Similk Beach, to adjacent property per order of vacation number 17683 recorded under Auditor's File No. 199912100127.

**Exhibit "D"**  
**PROJECT DESCRIPTION**

**The Project shall include the following work by Grantee:**

- Placement of small earthen berm
- Replacement of the existing failing 4 inch corrugated plastic outfall pipe with a 12 inch corrugated polyethylene outfall pipe.
- Replacement of existing roadside catchbasin.
- Installation of a Diffuser Tee.
- 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.

