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Skagit County Auditor

Recording Requested By And  
When Recorded Mail To:

Skagit County  
Public Works Department  
Attn: Emily Derenne  
1800 Continental Place  
Mount Vernon, Washington 98273

DOCUMENT TITLE: TEMPORARY CONSTRUCTION EASEMENT

REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*

GRANTOR(S): Bruce L. Barbee, an unmarried man

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

ASSESSOR'S TAX / PARCEL NUMBER(S): P47540 (XrefID: 360301-2-006-0608)

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

JUL 24 2019

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

ABBREVIATED LEGAL DESCRIPTION: TRACT 3 SHORT PLAT 53-73 BEING A PORTION OF THE SOUTH 1/2 OF THE NORTHWEST 1/4; EXCEPT THAT PORTION OF TRACT 3 WHICH IS EAST OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT ALONG THE SOUTHERLY BOUNDARY OF TRACT 3, WHICH POINT IS 50 FEET WESTERLY OF THE SOUTHWEST CORNER OF LOT 2, THENCE IN A NORTHERLY DIRECTION IN A STRAIGHT LINE THROUGH A POINT ON THE WEST LINE OF LOT 2 WHICH POINT IS 120 FEET NORTHERLY OF THE SOUTHWEST CORNER OF LOT 2 AND CONTINUING NORTHERLY TO THE INTERSECTION OF THE SAID LINE WITH THE CENTERLINE OF BEAR CREEK. TOGETHER WITH THAT PORTION OF TRACT 2 SHORT PLAT 53-73 WHICH IS WEST OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT ALONG THE SOUTHERLY BOUNDARY OF TRACT 3 OF SAID SHORT PLAT, WHICH POINT IS 50 FEET WESTERLY OF THE SOUTHWEST CORNER OF LOT 2, THENCE IN A NORTHERLY DIRECTION IN A STRAIGHT LINE THROUGH A POINT ON THE WEST LINE OF LOT 2 WHICH POINT IS 120 FEET NORTHERLY OF THE SOUTHWEST CORNER OF LOT 2 AND CONTINUING NORTHERLY TO THE INTERSECTION OF THE LINE WITH THE CENTERLINE OF BEAR CREEK. (Complete LEGAL DESCRIPTION provided in *Exhibit "A"*).

**TEMPORARY CONSTRUCTION EASEMENT**

The undersigned, **Bruce L. Barbee**, an unmarried man ("Grantor"), for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, hereby grants to **Skagit County**, a political subdivision of the State of Washington ("Grantee"), 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 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 Project purposes and for any and all other purposes reasonably related thereto. The Temporary Easement shall be

for the purpose of a Project (as described at Exhibit "C"). A legal description for the Grantor's Property is attached hereto as Exhibit "A", and is hereby incorporated by reference.

**2. Use of Easement.** The Grantee, Grantee's employees, agents, and contractors, shall have the sole 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 Project purposes, including the stockpiling of large woody debris (LWD) and native plant materials, as further described at Exhibit "C" attached hereto and incorporated by reference. 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 while the Temporary Easement is in effect, without approval of the Grantee.

2.1 Grantee agrees to be responsible for damages solely arising from the negligent acts of its employees, agents, or representatives on Grantor's Property in exercise of Grantee's rights herein granted by this Temporary Easement. Grantee assumes no liability for any alleged damage resulting subsequent to the termination of this Temporary Easement, or from any source other than as expressly set forth herein.

**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 December 31, 2023 of mutual execution, 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. Other Terms** (Modifications; Neutral Authorship; Captions & Counterparts; Entire Agreement). This Temporary Easement may be changed, modified, amended or waived only by subsequent written agreement, duly executed by the parties hereto. Each of the terms and provisions of this Temporary Easement have been reviewed and negotiated, and represents the combined work product of the parties hereto. No presumption or other rules of construction which would interpret the provisions of this Temporary Easement in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Temporary Easement. The parties represent and warrant that they have fully read this Temporary Easement, that they understand its meaning and effect, and that they enter into this Temporary Easement with full knowledge of its terms. This Temporary Easement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. This Temporary Easement contains all the terms and conditions mutually agreed upon by the parties. This Temporary Easement supersedes any prior oral statements, discussions, and/or understandings between the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Temporary Easement shall be deemed to exist or to bind any of the parties hereto.

GRANTOR:

Bruce L Barbee

Bruce L. Barbee

DATED this 7-1-19 day of 7-1-19, 2019.

STATE OF WASHINGTON

COUNTY OF SKAGIT

} ss.

I certify that I know or have satisfactory evidence that **Bruce L. Barbee**, an unmarried man, is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he executed the forgoing instrument as his duly authorized free and voluntary act for the uses and purposes herein mentioned.

DATED this 1<sup>st</sup> day of July, 2019.

(SEAL)

Eddie L Hough

Notary Public

Print name: Eddie L Hough

Residing at: Snohomish County

My commission expires: July 16, 2021

EDDIE L HOUGH  
Notary Public  
State of Washington  
My Commission Expires  
July 16, 2021

DATED this 16 day of July, 2019.

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

\_\_\_\_\_  
Lisa Janicki, Chair

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

\_\_\_\_\_  
Kenneth A. Dahlstedt, Commissioner

Attest:

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

Authorization per Resolution R20050224:

Susie Logne  
County Administrator

Recommended:

[Signature]  
Department Head

Approved as to form:

[Signature] 7/11/19  
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

[Signature] (7-11-19)  
Risk Manager

Approved as to budget:

Susie Logne  
Budget & Finance Director

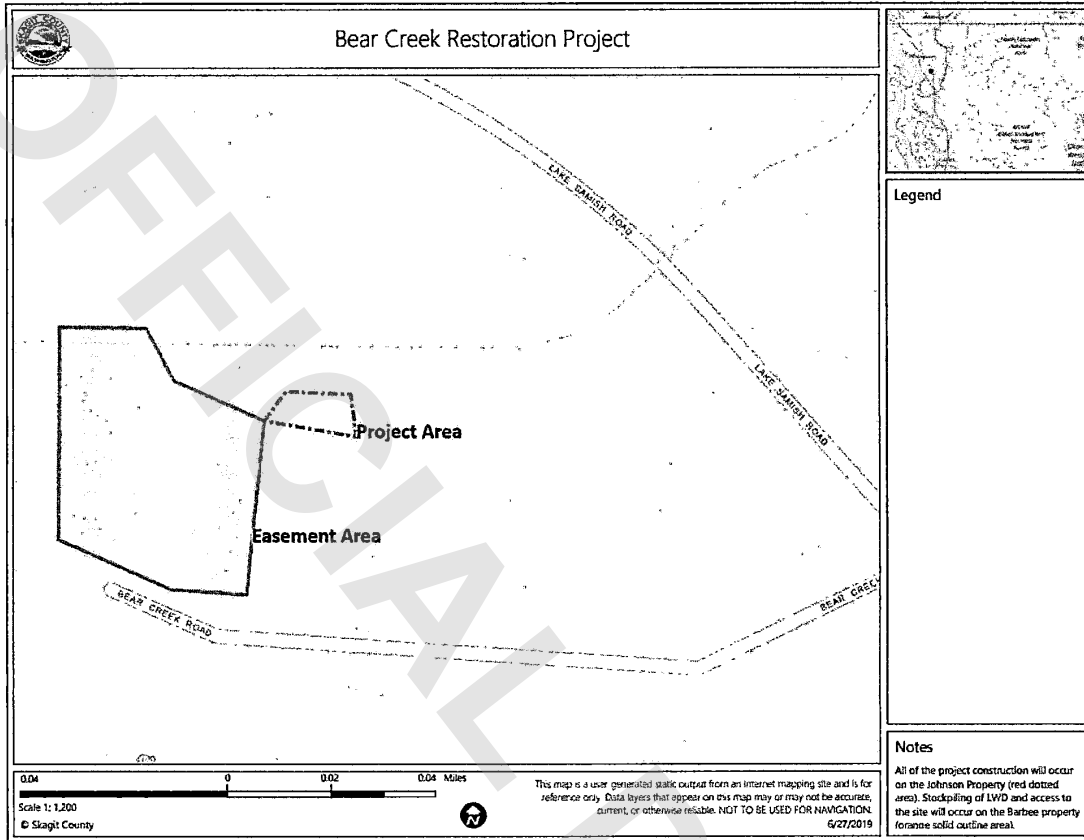
**EXHIBIT "A"**  
**TEMPORARY EASEMENT AREA LEGAL DESCRIPTION and LEGAL DESCRIPTION OF LANDOWNER'S  
PROPERTY**

That portion of Lot 2 of that certain Survey recorded under Auditor's File No. 8811150001, in Volume 8 of Surveys, Page 84, records of Skagit County, Washington, being a portion of the South 1/2 of the Northwest 1/4 of Section 1, Township 36 North, Range 3 East, W.M. (Also known as Lot 2, of Short Plat No. 53-73, approved November 26, 1973), which is West of the following described line:

Beginning at a point along the southerly boundary of Tract 3 of said Short Plat, which point is 50 feet westerly of the Southwest corner of Lot 2, thence in a northerly direction in a straight line through a point on the West line of Lot 2 which point is 120 feet northerly of the Southwest corner of Lot 2 and continuing northerly to the intersection of the line with the centerline of Bear Creek.

Situate in Skagit County, State of Washington.

**EXHIBIT "B"**  
**GRAPHIC DEPICTION OF TEMPORARY EASEMENT AREA**



This temporary easement includes the above-depicted shaded area required for stockpiling LWD for bank stabilization and access to the Project site located on an adjacent parcel (commonly identified as P47537) during Project construction and planting.

Parcel Number: P47540  
Address: 17261 Bear Creek Road  
Bellingham, WA 98229  
Situate in the County of Skagit, State of Washington

**EXHIBIT "C"**  
**RIPARIAN RESTORATION AND MAINTENANCE PLAN**  
**SCOPE OF WORK**

The Temporary Easement area may be used for the staging and/or stockpiling of materials and/or equipment for Project work on an adjacent property (commonly identified as P47537). Such staging and/or stockpiling shall include stockpiling large woody debris (LWD) and native plant materials to be used on the neighboring Project site. Replanting on the Project site, should it be required, will also occur via the Temporary Easement area on Grantor's Property.

Grantee's crews shall have access to the Temporary Construction Easement area on the Grantor's Property for the Project purposes as described herein.

