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06/02/2020 08:59 AM Pages: 1 of 8 Fees: \$110.50  
Skagit County Auditor

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): **Dennis Clark Spore**, a single man.

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

ASSESSOR'S TAX / PARCEL NUMBER(S): **P47795** and **P112889** (XrefID: 360312-2-005-0002 and 360312-2-002-0100)

ABBREVIATED LEGAL DESCRIPTION: DF-81 #8 **AF#8103160026** N1/2 N1/2 NW1/4, SECTION 12, TOWNSHIP 36 NORTH, RANGE 3 EAST, W.M., EXC FDT BAT INT OF TH W EDGE OF SHAW RD & TH SO LI N1/2 N1/2 NW1/4 OF SD SEC TH W 730FT ALG SO LI OF N1/2 N1/2 NW1/4 OF SD SEC TO POB TH E 540FT ALG SD SO LI TH NLY 550FT PLT W LI OF SHAW RD TH W 200FT PLT N LI OF SE C TH SLY 554.5FT M/L TO POB; and INC M/H ORFLK48A10200BS FLEETWOOD 90 56X28: LOC IN THE FOLLOWING DESCRIBED TRACT IN THE N1/2 OF THE N1/2 OF THE NW1/4 DAF BEGINNING AT THE INT OF THE WEST EDGE OF SHAW RD AND THE SOUTH LINE OF THE N1/2 OF THE N1/2 OF THE NW1/4 OF SAID SECTION THENCE WEST 730 FEET ALONG SOUTH LINE OF THE N1/2 OF THE N1/2 OF THE NW1/4 OF SAID SECTION TO THE POINT OF BEGINNING THENCE E 540 FEET ALONG SAID SOUTH LINE THENCE NORTHERLY 550 FEET PARALLEL TO THE WEST LINE OF SHAW RD THENCE WEST 200 FEET PARALLEL TO THE NORTH LINE OF SECTION THENCE SOUTHERLY 554.5 FEET M/L TO THE POINT OF BEGINNING (Complete LEGAL DESCRIPTION provided at *Exhibit "D"*).

#### **TEMPORARY CONSTRUCTION EASEMENT**

The undersigned, **Dennis Clark Spore**, a single man, ("Grantor") and **Skagit County**, a political subdivision of the State of Washington ("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 installation of a Project, including but not necessarily limited to the design and removal of the Barrel Springs Creek dam and the removal and fish passage improvements on Barrel Springs Creek culvert and Dry Creek culvert (as further described in *Exhibit "C"*) within said Temporary Easement, and for any and all other purposes reasonably related thereto. A legal description for the Grantor's Property is attached hereto and incorporated by reference as *Exhibit "D"*. The Temporary Easement shall be for the purpose of a Project (described in *Exhibit "C"*).



**2. Use of Easement.** Except as provided herein to the contrary, 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 the Project (as described in *Exhibit "C"* 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 December 31, 2023, 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. The parties agree that this Temporary Easement agreement shall specifically supersede the terms of a previous Temporary Construction Easement executed by and between the parties dated September 14, 2017 (recorded under Auditor's File No.: 201709190064).



GRANTOR:

Dennis C. Spore  
Dennis Clark Spore

DATED this 22 day of April, 2020  
2019.

STATE OF WASHINGTON

COUNTY OF SKAGIT

} ss.

I certify that I know or have satisfactory evidence that **Dennis Clark Spore**, a single man, is the person who appeared before me, and said person acknowledges 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 22 day of April, 2020  
2019.

(SEAL)

Notary Public

Print name: EMILY DERONNEResiding at: Bellingham WAMy commission expires: 5/23/2020

GRANTEE:  
DATED this 26 day of May, 2020

BOARD OF COUNTY COMMISSIONERS  
SKAGIT COUNTY, WASHINGTON

Ron Wesen, Chair

Kenneth A. Dahlstedt, Commissioner

Lisa Janicki, Commissioner

Attest:

Clerk of the Board

Recommended

Department Head

Approved as to form

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

PP Dianne Emery  
Risk Manager for Sharon DuBois

Approved as to budget:

Budget & Finance Director

Authorization per Resolution R20160001

Lisa Fagne  
County Administrator



**EXHIBIT "A"**  
**P47795 and P112889**  
**TEMPORARY EASEMENT AREA LEGAL DESCRIPTION**

A TEMPORARY CONSTRUCTION EASEMENT BEING AN AREA OF  $\pm 12.76$  ACRES, FOR THE PURPOSE OF DAM REMOVAL AND RESTORING FISH PASSAGE IN BARREL SPRINGS CREEK AND DRY CREEK WITHIN SKAGIT COUNTY TAX PARCELS P47795 and P112889 MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERN CORNER OF SKAGIT COUNTY TAX PARCEL P47795;

THENCE NORTHWESTERLY  $\pm 687$  FEET ALONG THE EASTERN PROPERTY LINE TO THE NORTHERN PROPERTY LINE;

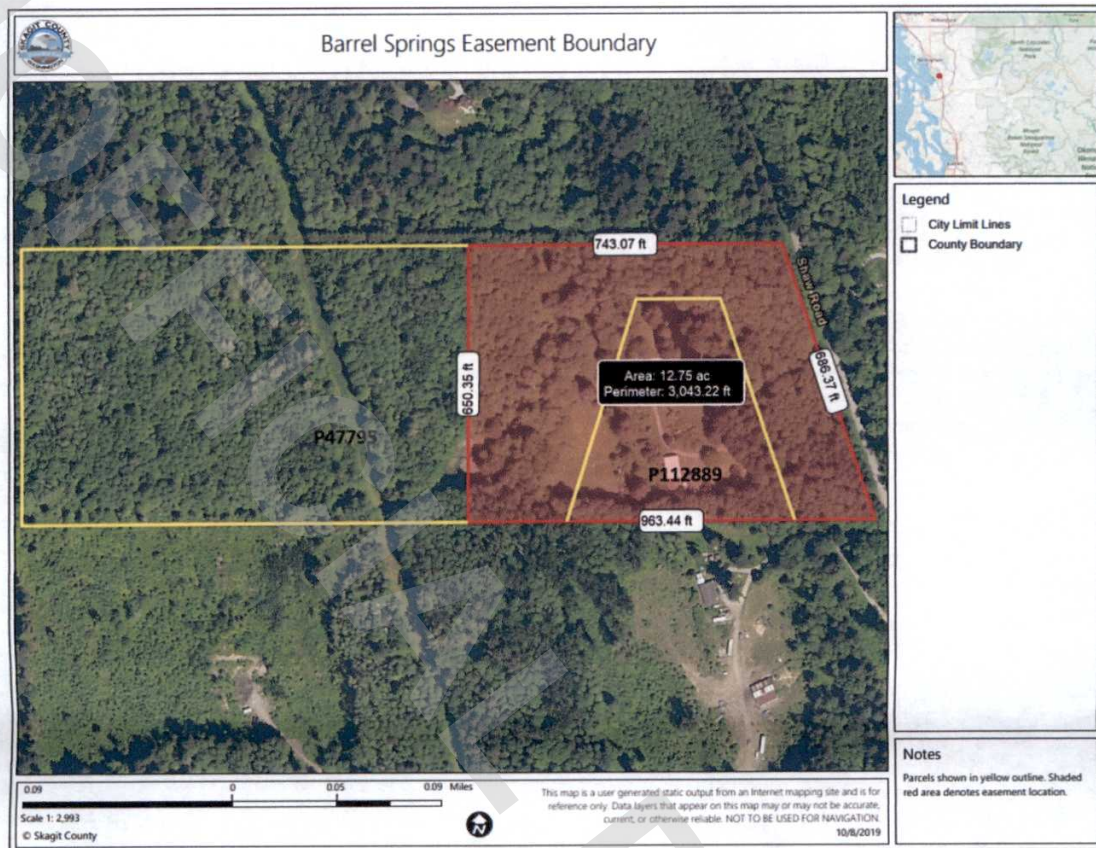
THENCE WESTERLY  $\pm 744$  FEET ALONG THE NORTHERN PROPERTY LINE TO A POINT  $\pm 1,058$  FEET FROM THE NORTHWESTERN PROPERTY CORNER;

THENCE SOUTHERLY  $\pm 650$  FEET TO SOUTHERN PROPERTY LINE;

THENCE EASTERLY  $\pm 963$  FEET, RETURNING TO THE TRUE POINT OF BEGINNING.

SITUATE IN SKAGIT COUNTY, STATE OF WASHINGTON.

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



This temporary easement includes the above shaded area required for restoration of fish passage and staging to complete the Project.

Parcel Number: P47795 and P112889  
 Grantor's Address: 1120 Shaw Road  
 Bellingham WA 98229  
 Situate in the County of Skagit, State of Washington



### EXHIBIT "C" SCOPE OF WORK

Grantee (Skagit County) is actively working towards removal of the Barrel Springs Creek dam and the fish passage improvement of the Barrel Springs Creek culvert and the Dry Creek culvert (Figure 1). The Grantee is working to complete design on the Project. This will include topographic surveying, bathymetry of the impoundment pond, geotechnical work, geomorphology, and sediment studies. A complete design report will be completed and provided to the Grantor. Comment periods will be provided to the Grantor at various intervals throughout the design process for informational purposes, although Grantee shall have the final decision making authority regarding the Project design.

The Project will remove the Barrel Springs dam and restore riparian vegetation to benefit water quality and fish passage with the year-round spring. Project work will be completed by a Contractor hired by the Grantee. The Project will require the removal of mature trees to ensure they don't become undermined and damage the driveway in the future (and Grantor shall not be compensated by Grantee for the removal of said trees).

The Project will remove and replace two culverts on the site. The Barrel Springs culvert is currently a 2-foot concrete culvert that has been identified as a fish passage barrier by WDFW. The culvert will be removed and replaced with a new crossing that meets current fish passage criteria. The second culvert is on Dry Creek and has also been identified as a fish passage barrier. Dry Creek crossing is perched above the creek by approximately 5 feet preventing fish passage and starving the downstream system of gravels while accumulating them upstream. This culvert will be replaced with either a bridge or culvert to meet Stream Simulation criteria.

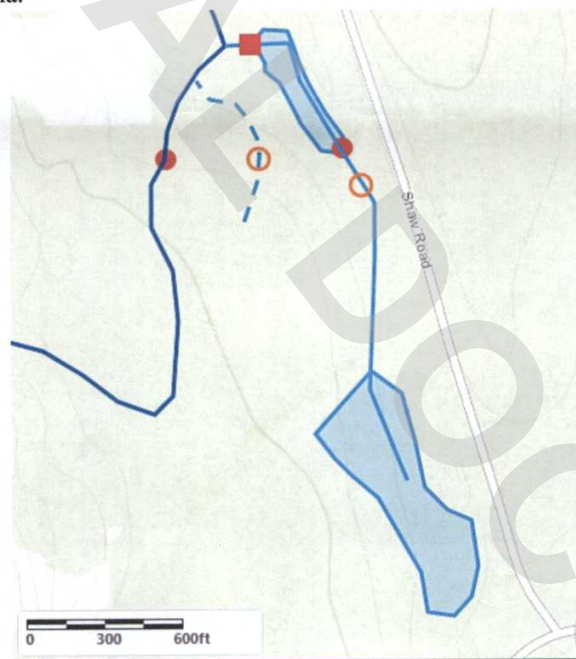


Figure 1. Project Vicinity map. Red square is the Barrel Springs dam location. Red circles are the two culverts. Orange hollow circles are other culverts near the project site not slated for removal or replacement.

**EXHIBIT "D"**  
**GRANTOR'S PROPERTY LEGAL DESCRIPTION**

The North half of the North half of the Northwest quarter of Section 12, Township 36 North,  
Range 3 East of W.M., lying West of Road. Situate in Skagit County, Washington.

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