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Skagit County Auditor

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When Recorded Mail To:

Skagit County
Public Works Department
Attn: Karina Siliverstova
1800 Continental Place
Mount Vernon, Washington 98273

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

JUL 28 2020

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

DOCUMENT TITLE: TEMPORARY CONSTRUCTION EASEMENT

REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*

GRANTOR(S): Jack C. Rookhuyzen and Patricia Ann Rookhuyzen, husband and wife

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

ASSESSOR'S TAX / PARCEL NUMBER(S): P40051 (XrefID: 350520-4-003-0009)

ABBREVIATED LEGAL DESCRIPTION: Section 20, Township 35 North, Range 05 East (Complete LEGAL DESCRIPTION provided at *Exhibit "C"*).

TEMPORARY CONSTRUCTION EASEMENT

The undersigned, **Jack C. Rookhuyzen** and **Patricia Ann Rookhuyzen**, husband and wife (collectively 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 installation of a Project, including maintenance of existing culvert(s), ditches, conveyance system(s), within said Temporary Easement, 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 (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 sole 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 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). Grantors shall not have the right to exclude Grantee, Grantee's employees, agents, contractors, or other third parties from the Temporary Easement. 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 Grantor's 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 October 31, 2021, 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 26th day of June, 2020.

By: Jack C. Rookhuyzen
Jack C. Rookhuyzen

DATED this 26th day of June, 2020.

By: Patricia Ann Rookhuyzen
Patricia Ann Rookhuyzen,

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that **Jack C. Rookhuyzen** and **Patricia Ann Rookhuyzen**, husband and wife, are the persons who appeared before me, and said persons acknowledged that they signed this instrument, and on oath stated that they are duly authorized executed the forgoing instrument as their free and voluntary act for the uses and purposes herein mentioned.

DATED this 26 day of June, 2020.

(SEAL)



Notary Public
Print name: Lara J Melix
Residing at: La Conner WA
My commission expires: 10-6-2022

DATED this 15 day of July, 2020.

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

Ron Wesen, Chair

Kenneth A. Dahlstedt, Commissioner

Lisa Janicki, Commissioner

Attest:

Clerk of the Board

Authorization per Resolution R20160001

Lisha Yagne
County Administrator

Recommended:

[Signature]
Department Head

Approved as to form:

[Signature] 7/13/20
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

[Signature] 7/15/2020
Risk Manager

Approved as to budget:

Lisha Yagne
Budget & Finance Director

EXHIBIT "A"
P40051
TEMPORARY EASEMENT AREA LEGAL DESCRIPTION

A temporary easement for the purpose of open conveyance maintenance within parcel number P40051 more particularly described as follows:

The North and West 25 feet of the East 391 feet of that portion of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ in Section 20, Township 35 North, Range 5 East, W.M., lying North of Hoehn Road No. 176, Except the East 198 feet, and except road.

SITUATE IN SKAGIT COUNTY, STATE OF WASHINGTON.

EXHIBIT "B"
P40051
GRAPHIC DEPICTION OF TEMPORARY EASEMENT AREA

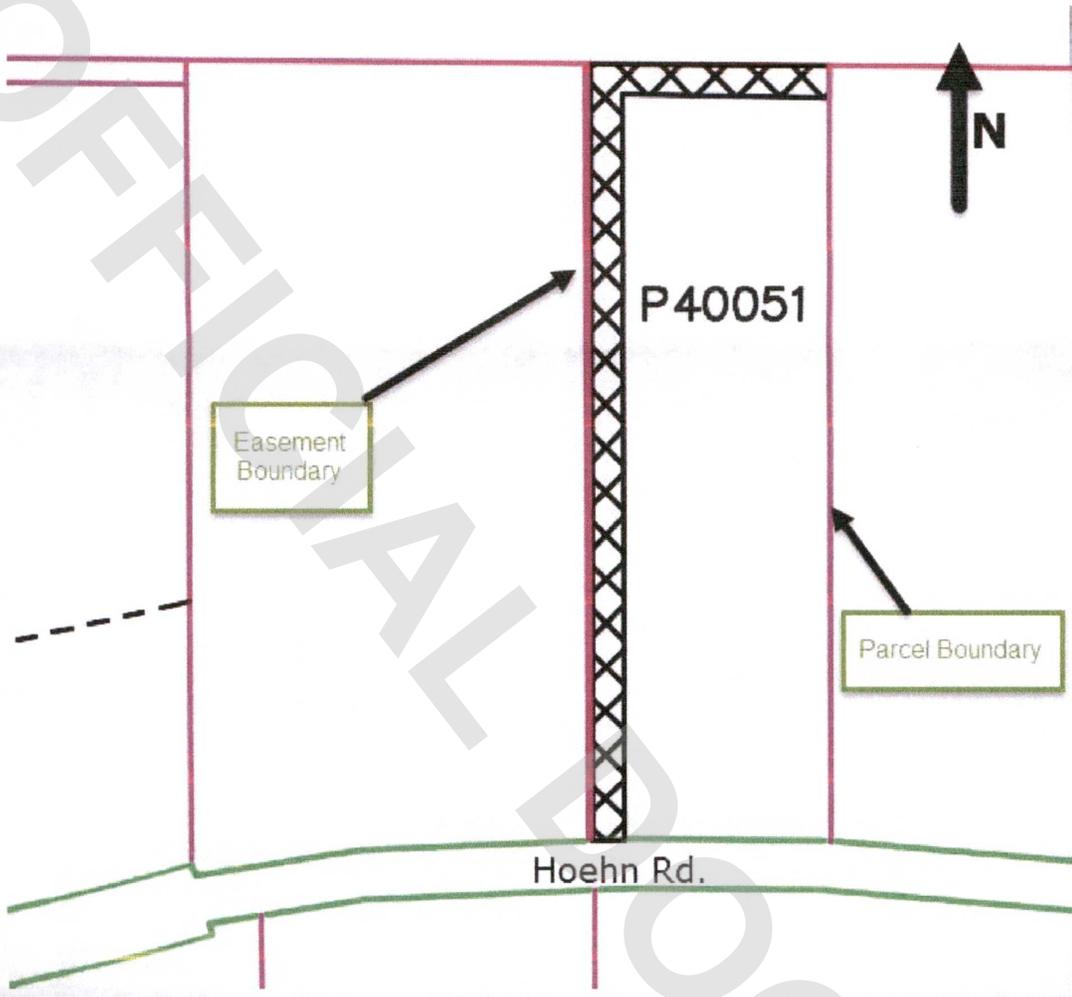


EXHIBIT "C"
P40051
LEGAL DESCRIPTION OF GRANTORS' PROPERTY

The East 391 feet of that portion of the Northwest 1/4 of the Southeast 1/4 in Section 20, Township 35 North, Range 5 East, W.M., lying North of Hochm Road No. 176, EXCEPT the East 198 feet, AND EXCEPT road.

Situate in the County of Skagit, State of Washington.

Exhibit "D"
PROJECT DESCRIPTION
P40051

The Project shall include:

- Establishment of an open conveyance by Grantee's crews.
- The surrounding grounds will be returned to a substantially similar condition as existed prior to the commencement of project work.

