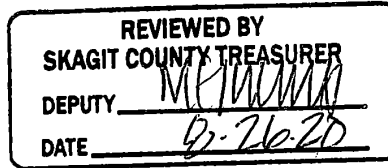


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08/26/2020 11:50 AM Pages: 1 of 8 Fees: \$110.50
Skagit County Auditor

Recording Requested By And
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

AUG 07 2020

Amount Paid \$
By Skagit Co. Treasurer Deputy

DOCUMENT TITLE: TEMPORARY CONSTRUCTION EASEMENT

REFERENCE NUMBER OF RELATED DOCUMENT: Not Applicable

GRANTOR(S): Richard G. Mathes, a single man, and John K. Atkinson, a single man, as joint tenants with rights of survivorship

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

ASSESSOR'S TAX / PARCEL NUMBER(S): P29685 (XrefID: 340434-1-002-0002);
P29706 (XrefID: 340434-1-016-0006); and
P133561 (XrefID: 340-434-1-002-0102).

ABBREVIATED LEGAL DESCRIPTION: Section 34, Township 34 North, Range 04 East (Complete LEGAL DESCRIPTION provided at *Exhibit "C"*).

TEMPORARY CONSTRUCTION EASEMENT

The undersigned, **Richard G. Mathes**, a single man, and **John K. Atkinson**, a single man (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 upgrading the conveyance capacity of an existing drainage system, within said Temporary Easement area, 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 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 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 January 1, 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 terms 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 11th day of July, 2020.By: Richard G. Mathes

Richard G. Mathes

By: John K. Atkinson

John K. Atkinson

STATE OF WASHINGTON

COUNTY OF SKAGIT

} ss.

I certify that I know or have satisfactory evidence that **Richard G. Mathes**, a single man, and **John K. Atkinson**, a single man, as joint tenants with rights of survivorship, 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 11th day of July, 2020.Notary Public B K GainerPrint name: B K GainerResiding at: Anacortes, WAMy commission expires: Jan. 08, 2021

Budget & Finance Director

EXHIBIT "A"
P29685, P29706 & P133561
TEMPORARY EASEMENT AREA LEGAL DESCRIPTION

A TEMPORARY EASEMENT FOR THE PURPOSE OF MAINTENANCE TO AN EXISTING DRAINAGE CONVEYANCE SYSTEM WITHIN PARCEL NUMBER P29685 WITHIN THE EAST ½ OF THE NE ¼ OF THE NE ¼ OF SECTION 34, T34N, R04E MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE ABOVE MENTIONED SECTION 34.

THENCE, N 89°01'15" W, A DISTANCE OF 669.92 FEET, TO THE POINT OF TRUE BEGINNING,
THENCE, S 0°34'33" W, A DISTANCE OF 733.68 FEET,
THENCE, N 89°01'15" W, A DISTANCE OF 342.44 FEET,
THENCE N 0°34'33 E, A DISTANCE OF 733.68 FEET,
THEN S 89°01'15" E, A DISTANCE OF 342.44 FEET, TO THE TRUE POINT OF BEGINNING, AND
THE TERMINUS OF THIS EASEMENT.
ALL THE ABOVE LYING WITHING TRACT A OF SURVEY RECORD NO. 8609090040.

SITUATE IN SKAGIT COUNTY, STATE OF WASHINGTON.

EXHIBIT "B"
P29685, P29706 & P133561
GRAPHIC DEPICTION OF TEMPORARY EASEMENT AREA

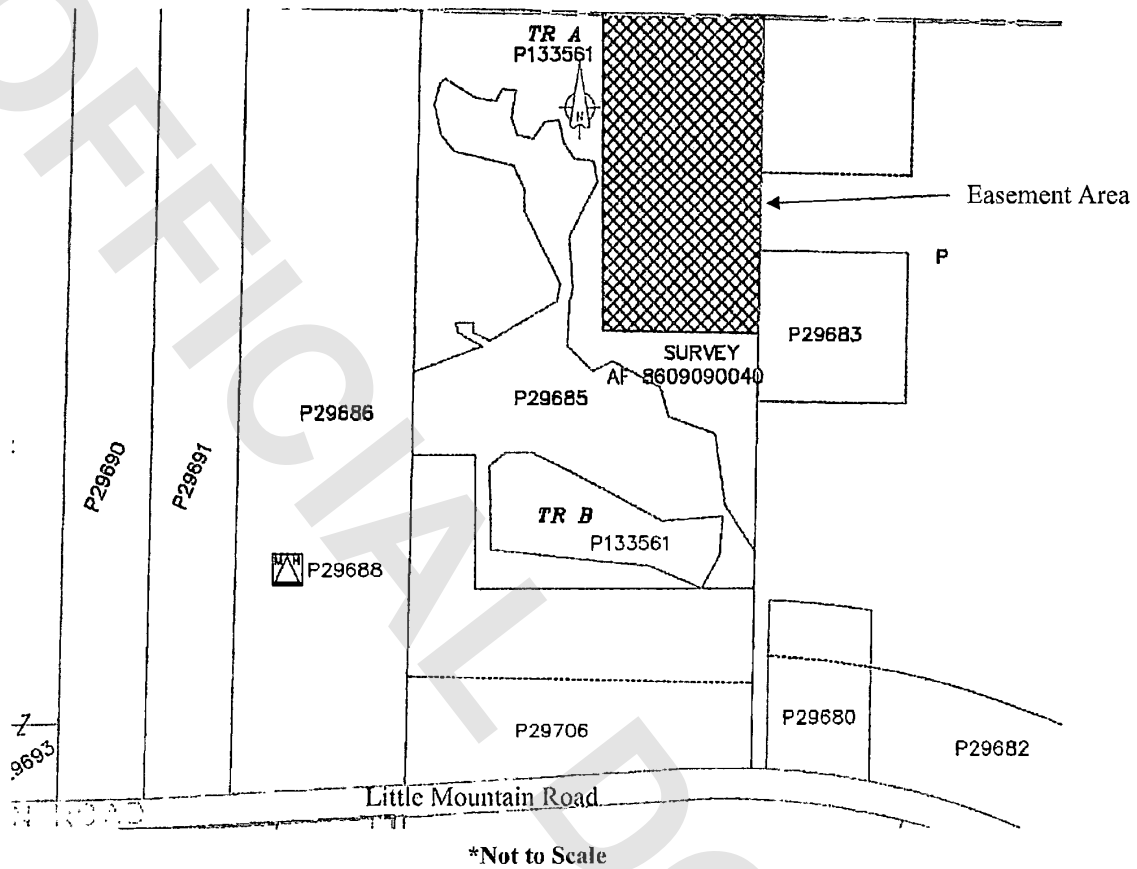


EXHIBIT "C"
P29685, P29706 & P133561
LEGAL DESCRIPTION OF GRANTORS' PROPERTY

The West $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and that portion of the West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ lying North of the Little Mountain-Big Lake Road. All in Section 34, Township 34 North, Range 4 East; Situate in the county of Skagit, State of Washington.

Situate in the county of Skagit, State of Washington.

Exhibit "D"
PROJECT DESCRIPTION
P29685, P29706 & P133561

The Project shall include the following work by Grantee:

- Remove existing catch basin and install a larger catch basin in its place.
- Remove existing 12" corrugated metal culvert to a 12" smooth bore polyethylene culvert.
- 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.

