

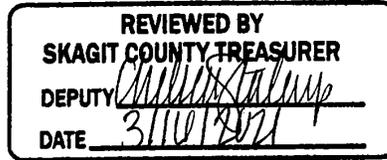


202103170035

03/17/2021 09:10 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



DOCUMENT TITLE: TEMPORARY CONSTRUCTION EASEMENT

REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*

GRANTOR(S): Terry L. Gifford, a single person.

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

ABBREVIATED LEGAL DESCRIPTION: Section 15, Township 35 N, Range 05 E (Complete LEGAL DESCRIPTION provided at *Exhibit "C"*).

ASSESSOR'S TAX / PARCEL NUMBER(S): P39147 (XrefID: 350515-2-013-0008)

TEMPORARY CONSTRUCTION EASEMENT

The undersigned, **Terry Gifford**, a single person ("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 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 Project purposes, including maintenance of existing culvert(s), conveyance system(s), and/or existing structure(s) within said Temporary Easement area, and for any and all other purposes reasonably related thereto. A legal description for the Grantor's Property is attached hereto as *Exhibit "C"*, and is hereby incorporated by reference. The Temporary Easement shall be for the purpose of a Project (as described at Exhibit "D").

2. Use of Easement. The Grantee, Grantee's employees, agents, and contractors, shall have the 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 maintenance of existing culvert(s), conveyance system(s), and/or existing structure(s) as further described at *Exhibit "D"* 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 area. 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 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 parties specifically recognize and agree that the Project is not intended to create or provide any flood control protection, purpose, or benefit for Grantor. The terms of this Section 2.1 shall survive the termination or expiration of this Temporary Easement (and shall be perpetual in nature).

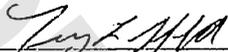
3. Termination of Temporary Easement. This Temporary Easement shall expire and terminate at such time as the Grantee has completed the Project or activity necessitating the use of the Temporary Easement as described hereinabove (as determined by Grantee). This Temporary Easement shall otherwise expire by its own terms and terminate on October 31st, 2022, 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 arising from or related to 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:

DATED this 1 day of March, 2021.

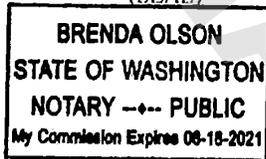

Print Name: Terry L. Gifford

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that Terry Gifford, a single person, is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she executed the forgoing instrument as her free and voluntary act for the uses and purposes herein mentioned.

DATED this 1 day of March, 2021.

(SEAL)



Notary Public
Print name: Brenda Olson
Residing at: Mount Vernon, WA
My commission expires: 8-18-2021

DATED this 4 day of March, 2021.

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

Lisa Janicki, Chair

Peter Browning, Commissioner

Ron Wesen, Commissioner

Attest:

Clerk of the Board

Authorization per Resolution R20160001:

Lisha Jagne
County Administrator

Recommended:

H
Department I lead

Approved as to form:

[Signature] 3/3/21
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

[Signature]
Risk Manager

Approved as to budget:

Lisha Jagne
Budget & Finance Director

EXHIBIT "A"
TEMPORARY EASEMENT LEGAL DESCRIPTION
Skagit County Assessor Tax Parcel No.: P39147

A TEMPORARY CONSTRUCTION EASEMENT FOR THE PURPOSE OF CONSTRUCTING A DRAINAGE SYSTEM, LYING WITHIN A PORTION OF THE SE1/4 OF THE NW1/4 OF SECTION 15, TOWNSHIP 35 NORTH, RANGE 05 EAST, W.M, DESCRIBED AS FOLLOWS;

A STRIP OF LAND, BEING 250 FEET WIDE AND 170 FEET LONG. **BEGINNING** AT THE NORTHWEST CORNER OF PARCEL 39147, DESCRIBED IN EXHIBIT "C" OF THIS DOCUMENT, THENCE EASTERLY ALONG THE NORTH LINE OF SAID PARCEL A DISTANCE OF 250 FEET; THENCE SOUTHERLY AT RIGHT ANGLES TO SAID NORTH LINE A DISTANCE OF 170 FEET; THENCE WESTERLY PARALLEL WITH SAID NORTH LINE A DISTANCE OF 250 FEET, MORE OR LESS, TO THE WEST LINE OF SAID PARCEL; THENCE NORTHERLY ALONG SAID WEST LINE A DISTANCE OF 170 FEET, MORE OR LESS, TO SAID NORTHWEST CORNER AND THE **POINT OF BEGINNING**,

EASEMENT CONTAINS 42,500 SQUARE FEET, MORE OR LESS.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

EXHIBIT "B"
GRAPHIC DEPICTION OF TEMPORARY EASEMENT AREA
Skagit County Assessor Tax Parcel No.: P39147



EXHIBIT "C"
LEGAL DESCRIPTION OF GRANTOR'S PROPERTY
Skagit County Assessor Tax Parcel No.: P39147

PER STATUTORY WARRANTY DEED, UNDER AUDITOR'S FILE NO. 199508230117, RECORDS OF SKAGIT COUNTY, WASHINGTON;

THAT PORTION OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 35 NORTH, RANGE 5 EAST, W.M., LYING SOUTH OF THE SOUTHERLY LINE OF THE BURLINGTON NORTHERN RAILROAD RIGHT-OF-WAY. TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR ROAD PURPOSES OVER AND ACROSS A 16 FOOT STRIP OF LANDS DESCRIBED IN DOCUMENT RECORDED AS AUDITOR'S FILE NO. 8409260020. ALSO TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND UTILITIES AS DESCRIBED IN DOCUMENT RECORDED AS AUDITOR'S FILE NO. 9508220005.

Exhibit "D"
PROJECT DESCRIPTION
Skagit County Assessor Tax Parcel No.: P39147

- County (Grantee) crews shall survey within the temporary easement area boundary for the County's hired consultant to design a drainage system bypass channel and associated structures.
- County crews shall plant the area surrounding the Project site within the temporary easement area.
- Except for intended changes made to the landscape by construction of the Project, the surrounding landscape within the temporary easement area shall be reasonably restored to a substantially similar condition as existed prior to Project construction.

