



202109230031

09/23/2021 10:29 AM Pages: 1 of 6 Fees: \$208.50
Skagit County Auditor

After Recording, Return to:
SKAGIT COUNTY PUBLIC WORKS DEPARTMENT
Attn: County Engineer
1800 Continental Place
Mount Vernon, WA 98273-5625

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

SEP 23 2021

Amount Paid \$ ✓
Skagit Co. Treasurer
By *MJ* Deputy

TEMPORARY CONSTRUCTION EASEMENT

Grantors:	Todd H. Torgeson
Grantee:	Skagit County a political subdivision of the State of Washington
Abbreviated Legal Description:	Ptn. SW ¼ of Section 1, Township 34 N, Range 4 E, W.M.
Additional Legal(s)	Exhibit A and B, attached hereto and made part of
Assessor's Tax Parcel ID#:	P23398

Francis Road Reconstruction Section 1

The undersigned, **Todd H. Torgeson, a married man as his separate estate**, (herein "Grantor"), 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. 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 depicted on *Exhibit "A"* and legally described 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, primarily including, but not necessarily limited to, installing an open ditch conveyance system, within said Temporary Easement, for any and all other purposes reasonably related thereto (the "Project").

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 Grantor 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. 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 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 at (or within the vicinity of) Grantor's Property pursuant to the terms of this Temporary Easement.

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, 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 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.

DATED this 5th day of AUGUST, 2021.

DATED this 7 day of September, 2021.

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

Lisa Janicki
Lisa Janicki, Chair

Peter Browning
Peter Browning, Commissioner

Ron Wesen
Ron Wesen, Commissioner

Attest:

Amber Epps
Clerk of the Board

Authorization per Resolution R20160001

Recommended:

Paul A. Dardella for D.B.
Department Head

County Administrator

Approved as to form:

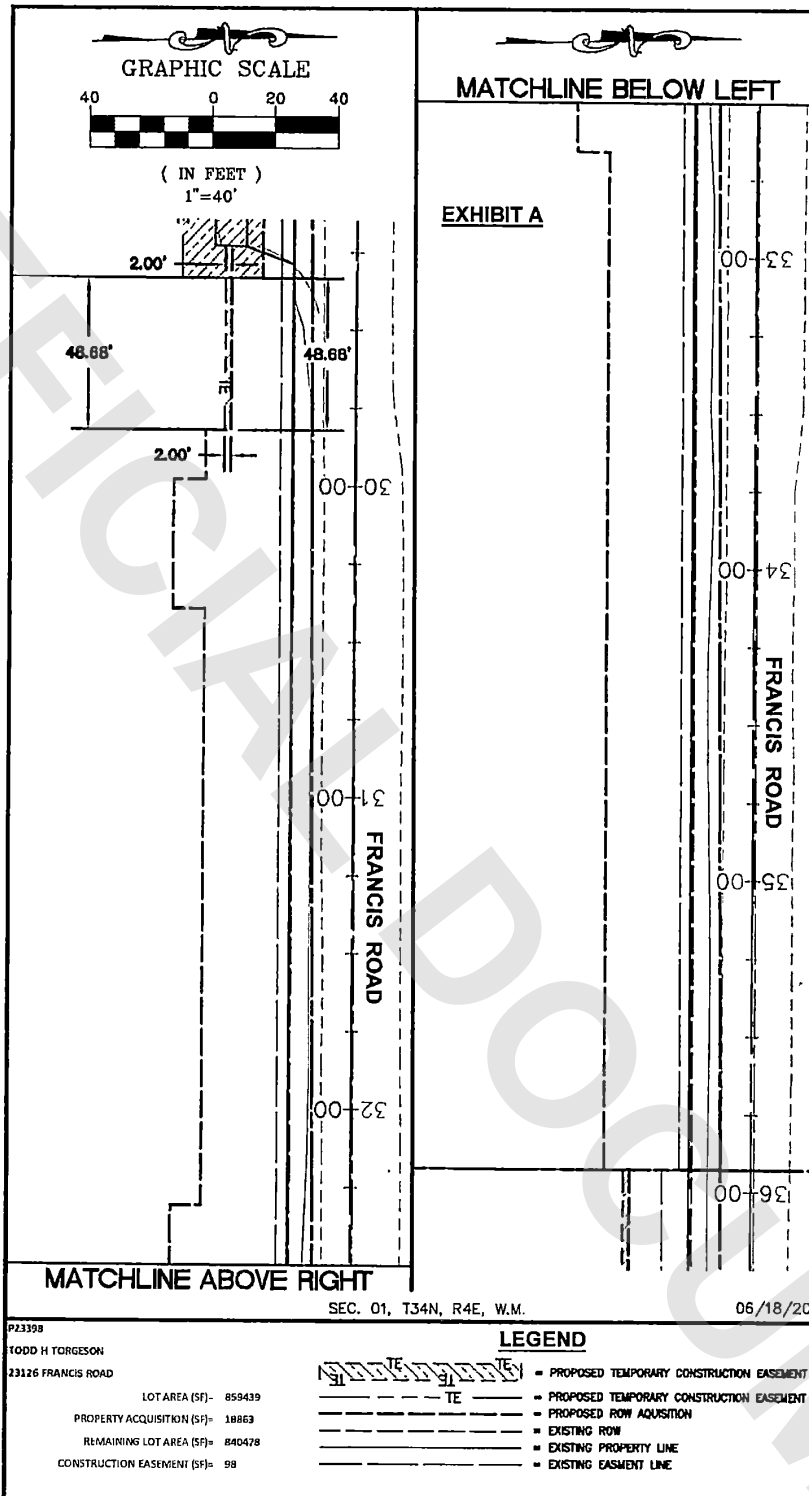
[Signature] 8/25/21
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Bonnie Halay
Risk Manager

Approved as to budget:

Trisha Legner
Budget & Finance Director



**EXHIBIT B
LEGAL DESCRIPTION
FOR
TEMPORARY CONSTRUCTION EASEMENT
TODD H. TORGESON TO SKAGIT COUNTY**

(Portion of Assessor's Parcel No. P23398)

That portion of the of Southwest quarter of the Northwest quarter, Section 1, Township 34 North, Range 4 East, W.M., Skagit County, Washington, more particularly described as follows:

Commencing at the Northeast corner of said Southwest quarter of the Northwest quarter; Thence North $88^{\circ}54'57''$ West along the North line of said Southwest quarter of the Northwest quarter, for a distance of 610.75 feet; Thence South $01^{\circ}04'55''$ West for a distance of 25.87 feet to the **Point of Beginning**. Thence South $01^{\circ}23'51''$ West for a distance of 2.00 feet; Thence North $88^{\circ}36'09''$ West for a distance of 48.68 feet; Thence North $01^{\circ}35'04''$ East for a distance of 2.00 feet; Thence South $88^{\circ}36'09''$ East for a distance of 48.68 feet to the **Point of Beginning**.

Continuing 98 Square Feet, more or less.

The portion of parcel P23398 described above is derived from the engineering design for Skagit County Public Works project number ES7900-8, Francis Road Reconstruction Section 1.

Situate in Skagit County, Washington.



4/23/21

Prepared by Larry Steele & Associates, Inc.
Land Surveyors
1334 King Street, Ste. 1
Bellingham WA 98229
360-676-9350
Job #15618
April 22, 2021

S:_LSA Project Files\2018 Projects\2018-156 R&E - Francis Rd Reconstruction\Legals\11-21-20\15618 TCE P23398 (04.22.21).doc