

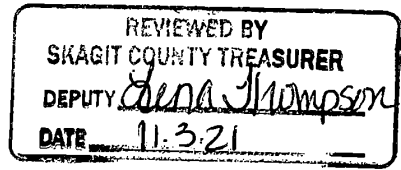


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11/08/2021 12:32 PM Pages: 1 of 8 Fees: \$210.50  
Skagit County Auditor

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*

SKAGIT COUNTY  
Contract # C20210517  
Page 1 of 8

GRANTOR(S): Keith A. Fore and Jaqueline M. Fore, a married couple.

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

ABBREVIATED LEGAL DESCRIPTION: Northwest Quarter of Section 06, Township 33 North, Range 05 East (Complete LEGAL DESCRIPTION provided at *Exhibit "C"*).

ASSESSOR'S TAX / PARCEL NUMBER(S): P74721 (XrefID: 4136-004-002-0009)

**TEMPORARY CONSTRUCTION EASEMENT**

The undersigned, **Keith A. Fore** and **Jaqueline M. Fore**, a married couple, ("Grantors"), 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. 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 "B"* and as further described and depicted on *Exhibit "C"*, 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, and for any and all other purposes reasonably related thereto. A legal description for the Grantors' Property is attached hereto as *Exhibit "A"*, 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 Grantors' Property within the Temporary Easement area (as described and depicted in *Exhibits "B"* and *"C"*) 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. Grantors shall not have the right to exclude Grantee, Grantee's employees, agents, contractors, or other third parties from the Temporary Easement area. 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 while the Temporary Easement is in effect, without approval of the Grantee.

2.1 Grantors specifically 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 parties specifically recognize and agree that the Project is not intended to create or provide any flood control protection, purpose, or benefit for Grantors. 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, 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.

**GRANTORS:**

DATED this 2<sup>nd</sup> day of October, 2021.

Keith A. Fore  
Keith A. Fore

DATED this 2<sup>nd</sup> day of October, 2021.

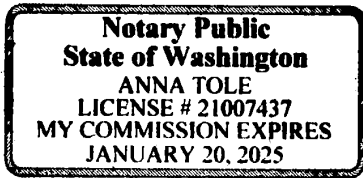
Jaquelin M. Fore  
Jaquelin M. Fore

STATE OF WASHINGTON }  
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that **Keith A. Fore and Jaqueline M. Fore**, a married couple, are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they executed the forgoing instrument as their free and voluntary act for the uses and purposes herein mentioned.

DATED this 2<sup>nd</sup> day of October, 2021.

(SEAL)



Notary Public  
Print name: Anna Tole  
Residing at: Redmond, WA  
My commission expires: 01/20/2025

GRANTEE:

DATED this 27 day of October, 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:

*Susha Yegne*  
County Administrator

Recommended:

*Dan Berentson*

\_\_\_\_\_  
Department Head

Approved as to form:

*[Signature]* 10/25/21  
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

*[Signature]*  
Risk Manager

Approved as to budget:

*Susha Yegne*  
Budget & Finance Director

**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF GRANTORS' PROPERTY**  
**Skagit County Assessor Tax Parcel No.: P74721**

PER STATUTORY WARRANTY DEED, UNDER AUDITOR'S FILE NUMBER 2020009230112, RECORDS OF SKAGIT COUNTY, WASHINGTON.

Parcel "A":

Lots 1 and 2, Block 4, "PLAT OF RESERVE ADDITION TO THE TOWN OF MONTBORNE IN SKAGIT COUNTY, WASHINGTON", as per plat recorded in Volume 2 of Plats, page 59, records of Skagit County, Washington; TOGETHER WITH the Northwesterly 1/2 of Jackson Street abutting thereon.

TOGETHER WITH that portion of the 100 foot wide railroad right of way, commonly known as the Northern Pacific Railway (and originally conveyed to the Seattle Lake Shore and Eastern Railway) lying Easterly of Line "RR" described below and between the Southwesterly extension of the Northwesterly line of Lot 1, Block 4, "PLAT OF RESERVE ADDITION TO THE TOWN OF MONTBORNE IN SKAGIT COUNTY, WASHINGTON", as per plat recorded in Volume 2 of Plats, page 59, records of Skagit County, Washington, and the Southwesterly extension of the centerline of Jackson Street. Line "RR": Beginning at a point on the North line of the South 1/2 of Government Lot 6 of Section 6, Township 33 North, Range 5 East, W.M., which is midway between the centerline of the original 100 foot wide right of way of the Seattle Lake Shore and Eastern Railway and the centerline of the last mainline track of the Northern Pacific Railway as it existed in 1970; thence Northerly on a line drawn between the centerline of the original 100 foot wide right of way and the centerline of the above described mainline track to the point of intersection of said centerlines, said point being the terminus of this line description.

AND TOGETHER WITH an easement for ingress, egress and utilities as reserved by Deed recorded July 24, 1998 under Auditor's File No. 9807240125 across property contiguous to the Southwest.

Parcel "B":

Lot 13, Block 4, "PLAT OF RESERVE ADDITION TO THE TOWN OF MONTBORNE IN SKAGIT COUNTY, WASHINGTON", as per plat recorded in Volume 2 of Plats, page 59, records of Skagit County, Washington.

TOGETHER WITH that portion of the 100 foot wide railroad right of way, commonly known as the Northern Pacific Railway (and originally conveyed to the Seattle Lake Shore and Eastern Railway) lying Easterly of Line "RR" described below and between the Southwesterly extension of the Northwesterly line of Lot 13, Block 4, "PLAT OF RESERVE ADDITION TO THE TOWN OF MONTBORNE IN SKAGIT COUNTY, WASHINGTON", as per plat recorded in Volume 2 of Plats, page 59, records of Skagit County, Washington, and the Southwesterly extension of the Southeasterly line of Lot 15, Block 4, of said Plat.

Line RR:

Beginning at a point on the North line of the South 1/2 of Government Lot 6 of Section 6, Township 33 North, Range 5 East, W.M., which is midway between the centerline of the original 100 foot wide right of way of the Seattle Lake Shore and Eastern Railway and the centerline of the last mainline track of the Northern Pacific Railway as it existed in 1970; thence Northerly on a line drawn midway between the centerline of the original 100 foot wide right of way and the centerline of the above described mainline track to the point of intersection and said centerlines, said point being the terminus of this line description.

**EXHIBIT "B"**  
**TEMPORARY EASEMENT AREA LEGAL DESCRIPTION**  
**Skagit County Assessor Tax Parcel No.: P74721**

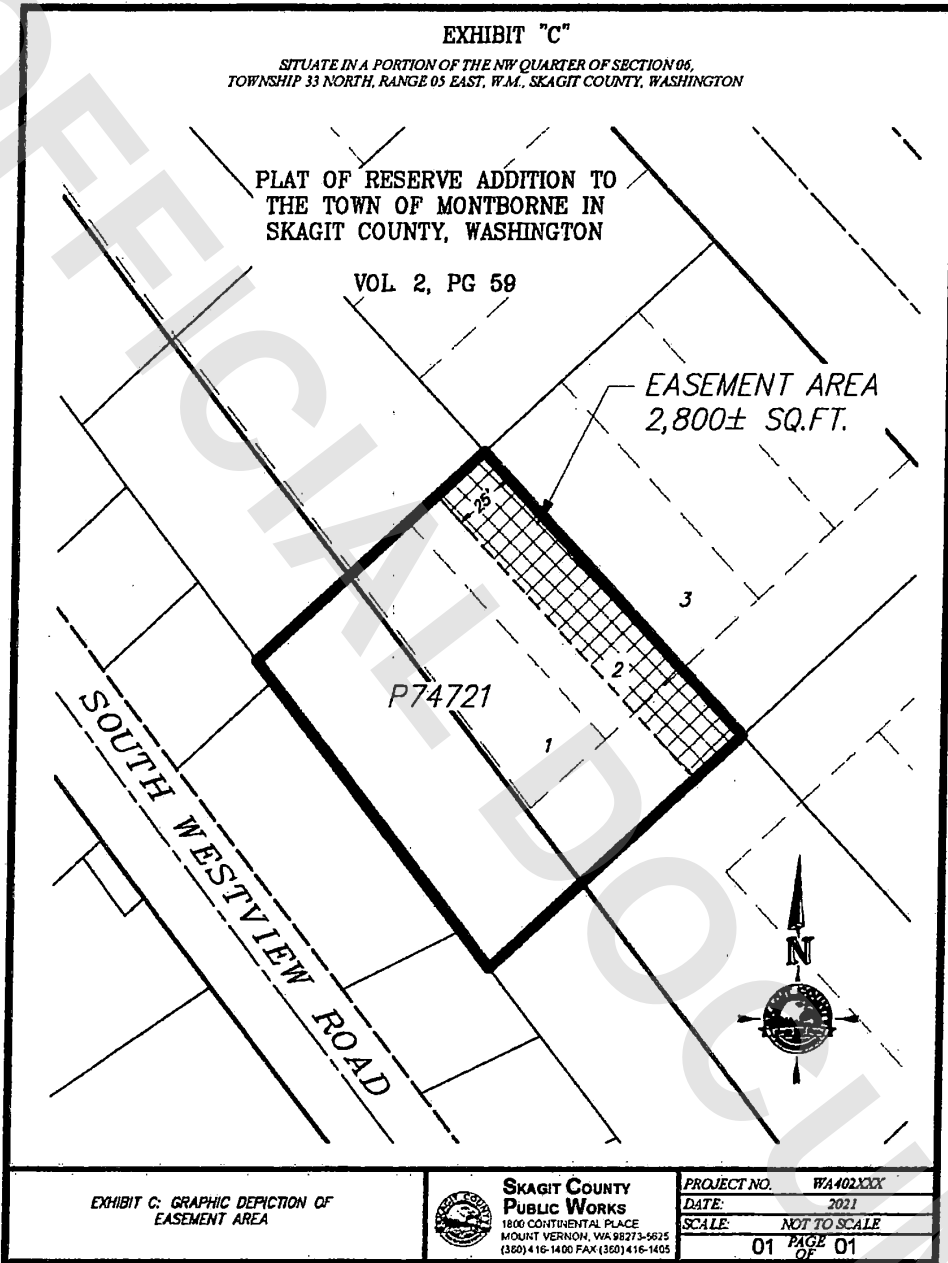
A TEMPORARY CONSTRUCTION EASEMENT FOR THE PURPOSE OF MAINTENANCE TO AN EXISTING DRAINAGE SYSTEM, LYING WITHIN A PORTION OF SECTION 06, TOWNSHIP 33 NORTH, RANGE 05 EAST, W.M., MORE DESCRIBED AS FOLLOWS:

THE NORTHEAST 25.00 FEET OF PARCEL P74721 DESCRIBED IN THIS DOCUMENT AS EXHIBIT "A", PER STATUTORY WARRANTY DEED UNDER AUDITOR'S FILE NO. 2020009230112, RECORDS OF SKAGIT COUNTY, WASHINGTON.

CONTAINING 3,800 SQUARE FEET, MORE OR LESS.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

**EXHIBIT "C"**  
**GRAPHIC DEPICTION OF TEMPORARY EASEMENT AREA**  
Skagit County Assessor Tax Parcel No.: P74721



**Exhibit "D"**  
**PROJECT DESCRIPTION**  
Skagit County Assessor Tax Parcel No.: P74721

- County (Grantee) crews shall repair the existing drainage conveyance system to reestablish drainage and flow of the existing system within the Temporary Easement Area at Grantors' Property.
- 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.



\*Not to Scale