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01/04/2022 02:57 PM Pages: 1 of 9 Fees: \$211.50  
Skagit County Auditor

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

REVIEWED BY	
SKAGIT COUNTY TREASURER	
DEPUTY	<u>Ashley Green</u>
DATE	<u>1/4/2022</u>

### TEMPORARY CONSTRUCTION EASEMENT

Grantors:	Skagit Farmland LLC
Grantee:	Skagit County
	a political subdivision of the State of Washington
Abbreviated Legal Description:	Ptn. of Government Lot 3, 01-34-04
Additional Legal(s)	Exhibit A and B, attached hereto and made part of
Assessor's Tax Parcel ID#:	P23284

### Francis Road Reconstruction Section 1

The undersigned, **Skagit Farmland, LLC**, a Washington limited liability company, (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's 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, 2023, whichever is sooner.

**4. Indemnity.** To the extent permitted by law, the Grantee shall indemnify and hold Grantor harmless from any and all claims, actions, damages or liability occasioned wholly or in part by any act or omission by Grantee, its contractors, agents or invitees, relating to the Project work to be performed by Grantee within the Temporary Easement area, except to the extent attributable to the acts or omissions of Grantor, its contractors, agents, or invitees.

**5. 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.

**6. 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 10 day of November, 2021.

Skagit Farmland, LLC

By: Don Carlin, Manager of Skagit Farmland, LLC

Tony Wisdom

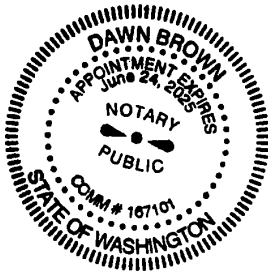
STATE OF WASHINGTON

COUNTY OF SKAGIT

}  
}  
} SS.

Tony Wisdom

I certify that I know or have satisfactory evidence that Don Carlin is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the Manager of Skagit Farmland, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.



Dated: November 10, 2021  
Signature: Dawn Brown  
Notary Public in and for the State of Washington  
Notary (print name): DAWN BROWN  
Residing at: Burlington WA  
My appointment expires: 06/24/2025

DATED this 20 day of December, 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 Eng  
Clerk of the Board

Authorization per Resolution R20160001

Recommended:

Dan Berentson RB  
Department Head

\_\_\_\_\_  
County Administrator

Approved as to form:

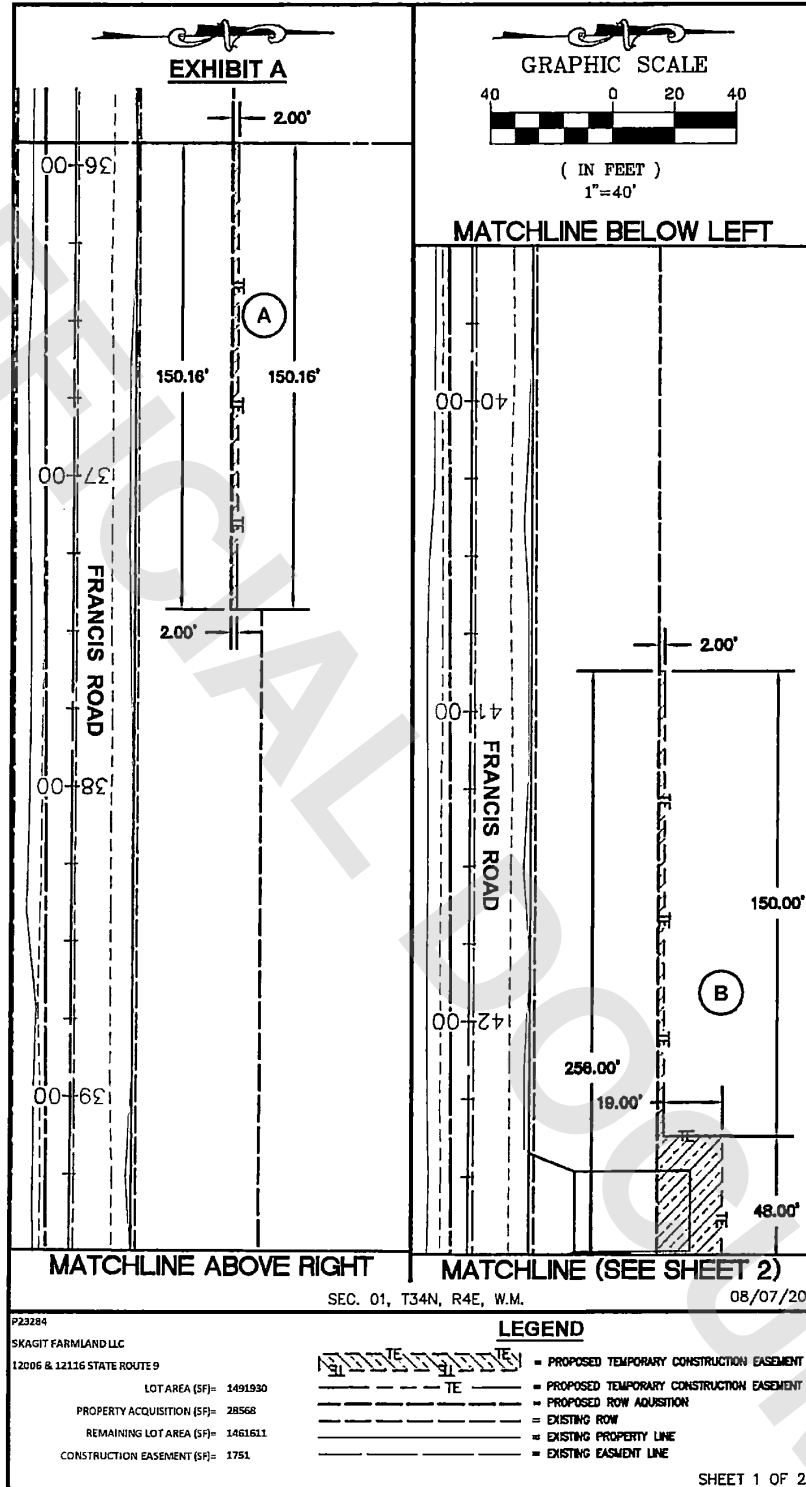
[Signature] 12/9/21  
Civil Deputy Prosecuting Attorney

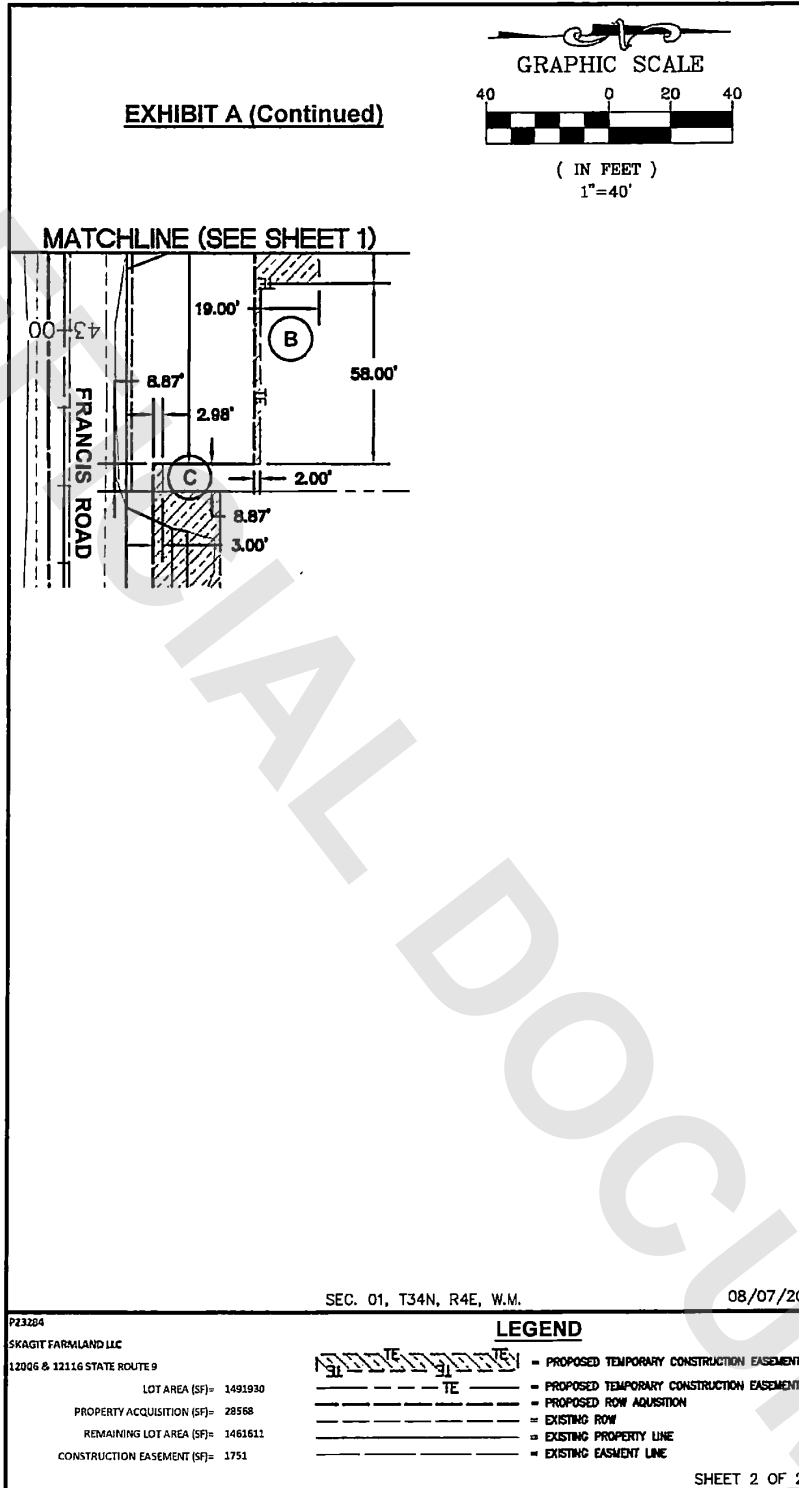
Approved as to indemnification:

Bonnie Beddall  
Risk Manager

Approved as to budget:

Lisha Gagne  
Budget & Finance Director





**EXHIBIT B  
LEGAL DESCRIPTION  
FOR  
TEMPORARY CONSTRUCTION EASEMENT  
SKAGIT FARMLAND, LLC TO SKAGIT COUNTY**

**(Portion of Assessor's Parcel No. P23284) A**

That portion of the of Government Lot 3, Section 1, Township 34 North, Range 4 East, W.M., Skagit County, Washington, more particularly described as follows:

**Commencing** at the Southwest corner of said Government Lot 3; Thence North 01°28'24" East along the West line of said Government Lot 3, for a distance of 30.79 feet to the North right of way of Francis Road as it existed in June 2020; Thence South 88°36'09" East along said North right of way, for a distance of 150.20 feet; Thence North 01°23'51" East for a distance of 30.00 feet to the **Point of Beginning**. Thence continuing North 01°23'51" East for a distance of 2.00 feet; Thence North 88°36'09" West for a distance of 150.16 feet; Thence South 01°28'24" West for a distance of 2.00 feet; Thence South 88°36'09" East for a distance of 150.16 feet to the **Point of Beginning**.

Continuing 300 Square Feet, more or less.

The portion of parcel P23284 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.

Prepared by Larry Steele & Associates, Inc.  
Land Surveyors  
1334 King Street, Ste. 1  
Bellingham WA 98229  
360-676-9350  
Job #15618  
November 21, 2020



4/23/21

**EXHIBIT B  
LEGAL DESCRIPTION  
FOR  
TEMPORARY CONSTRUCTION EASEMENT**

**SKAGIT FARMLAND, LLC TO SKAGIT COUNTY**

**(Portion of Assessor's Parcel No. P23284) B**

That portion of the of Government Lot 3, Section 1, Township 34 North, Range 4 East, W.M., Skagit County, Washington, more particularly described as follows:

**Commencing** at the Southeast corner of said Government Lot 3; Thence North  $88^{\circ}54'57''$  West, along the South line of said Government Lot 3, for a distance of 559.21 feet; Thence North  $01^{\circ}15'34''$  East for a distance of 33.64 feet; Thence North  $88^{\circ}36'09''$  West for a distance of 8.87 feet; Thence North  $01^{\circ}23'51''$  East for a distance of 33.00 feet to the **Point of Beginning**. Thence continuing North  $01^{\circ}23'51''$  East for a distance of 2.00 feet; Thence North  $88^{\circ}36'09''$  West for a distance of 58.00 feet; Thence North  $01^{\circ}23'51''$  East for a 19.00 feet; Thence North  $88^{\circ}36'09''$  West for a distance of 48.00 feet; Thence South  $01^{\circ}23'51''$  West for a distance of 19.00 feet; Thence North  $88^{\circ}36'09''$  West for a distance of 150.00 feet; Thence South  $01^{\circ}23'51''$  West for a distance of 2.00 feet; Thence South  $88^{\circ}36'09''$  East for a distance of 256.00 feet to the **Point of Beginning**.

Continuing 1,424 Square Feet, more or less.

The portion of parcel P23284 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.

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Land Surveyors  
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Job #15618  
November 21, 2020



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**EXHIBIT B  
LEGAL DESCRIPTION  
FOR  
TEMPORARY CONSTRUCTION EASEMENT  
SKAGIT FARMLAND, LLC TO SKAGIT COUNTY**

**(Portion of Assessor's Parcel No. P23284) C**

That portion of the of Government Lot 3, Section 1, Township 34 North, Range 4 East, W.M., Skagit County, Washington, more particularly described as follows:

**Commencing** at the Southeast corner of said Government Lot 3; Thence North  $88^{\circ}54'57''$  West, along the South line of said Government Lot 3, for a distance of 559.21 feet; Thence North  $01^{\circ}15'34''$  East for a distance of 33.64 feet to the **Point of Beginning**. Thence continuing North  $01^{\circ}15'34''$  East for a distance of 3.00 feet; Thence North  $88^{\circ}44'26''$  West for a distance of 8.87 feet; Thence South  $01^{\circ}23'51''$  West for a distance of 2.98 feet; Thence South  $88^{\circ}36'09''$  East for a distance of 8.87 feet to the **Point of Beginning**.

Continuing 27 Square Feet, more or less.

The portion of parcel P23284 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.

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4/23/21