

POOR ORIGINAL



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Skagit County Auditor

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Skagit County
Public Works Department
Attn: Karina Siliverstova
1800 Continental Place
Mount Vernon, Washington 98273

REVIEWED BY
SKAGIT COUNTY TREASURER

DEPUTY *Ann Thompson*
DATE *9.20.22*

DOCUMENT TITLE: TEMPORARY CONSTRUCTION EASEMENT

REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*

SKAGIT COUNTY
Contract # C20220368
Page 1 of 8

GRANTOR(S): PAUL A. HIEB and JANICE B. HIEB, a married couple.

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

ABBREVIATED LEGAL DESCRIPTION: Section 14, Township 35 North, Range 04 East W.M.
(Complete LEGAL DESCRIPTION provided at *Exhibit "C"*).

ASSESSOR'S TAX / PARCEL NUMBER(S): P36657 (XrefID: 350414-4-015-0004)

TEMPORARY CONSTRUCTION EASEMENT

The undersigned, **PAUL A. HIEB** and **JANICE B. HIEB**, 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 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, and 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 (as described at *Exhibit "D"*).

2. Use of Easement. The Grantee, Grantee's employees, agents, and contractors, shall have the sole 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 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. 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 Grantee is not responsible or liable for any drainage or surface water impact or damage to Grantors' Property resulting from this Temporary Easement, and Grantors release and hold harmless Grantee from any drainage or surface water impact or damages to Grantors' Property resulting from and/or related to this Temporary Easement. Grantee otherwise agrees to be responsible for damages solely arising from the negligent acts of its employees, agents, or representatives on Grantors' Property in exercise of Grantee's rights herein granted by this Temporary Easement. Grantee assumes no liability for any alleged damage resulting subsequent to the termination of this Temporary Easement, or from any source other than as expressly set forth herein.

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, 2025, 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 14 day of Sept., 2022.

Paul A. Hieb
PAUL A. HIEB

DATED this 14 day of Sept., 2022.

Janice B. Hieb
JANICE B. HIEB

STATE OF WASHINGTON

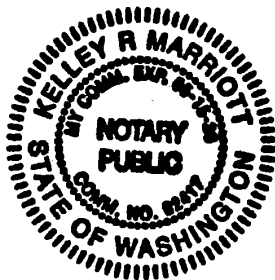
COUNTY OF SKAGIT

} ss.

I certify that I know or have satisfactory evidence that **PAUL A. HIEB AND JANICE B. HIEB**, 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 14th day of September, 2022.

(SEAL)



Notary Public

Print name:

Residing at:

My commission expires:

Kelley R. MarriottBow, WA5-16-26

DATED this 19 day of September, 2022.

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

Peter Browning, Chair

Ron Wesen, Commissioner

Lisa Janicki, Commissioner

Attest:

Clerk of the Board

Authorization per Resolution: R20160001

Lisa Logne
County Administrator

Recommended:

[Signature]
Department Head

Approved as to form:

[Signature] 9/15/22
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Marylauber
Risk Manager

Approved as to budget:

[Signature]
Budget & Finance Director

EXHIBIT "A"
TEMPORARY EASEMENT LEGAL DESCRIPTION
Skagit County Assessor Tax Parcel No.: P36657

AN EASEMENT FOR DRAINAGE, MAINTENANCE, AND MOWING, LYING OVER AND ACROSS THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 35 NORTH, RANGE 04 EAST, W.M., EASEMENT MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A 30 FOOT STRIP OF LAND ACROSS SAID NORTHWEST 1/4, 15 FEET NORTHERLY AND 15 FEET SOUTHERLY OF THE CENTER OF STREAM KNOWN AS WILLARD CREEK.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

EXHIBIT "B"
GRAPHIC DEPICTION OF TEMPORARY EASEMENT AREA
 Skagit County Assessor Tax Parcel No.: P36657

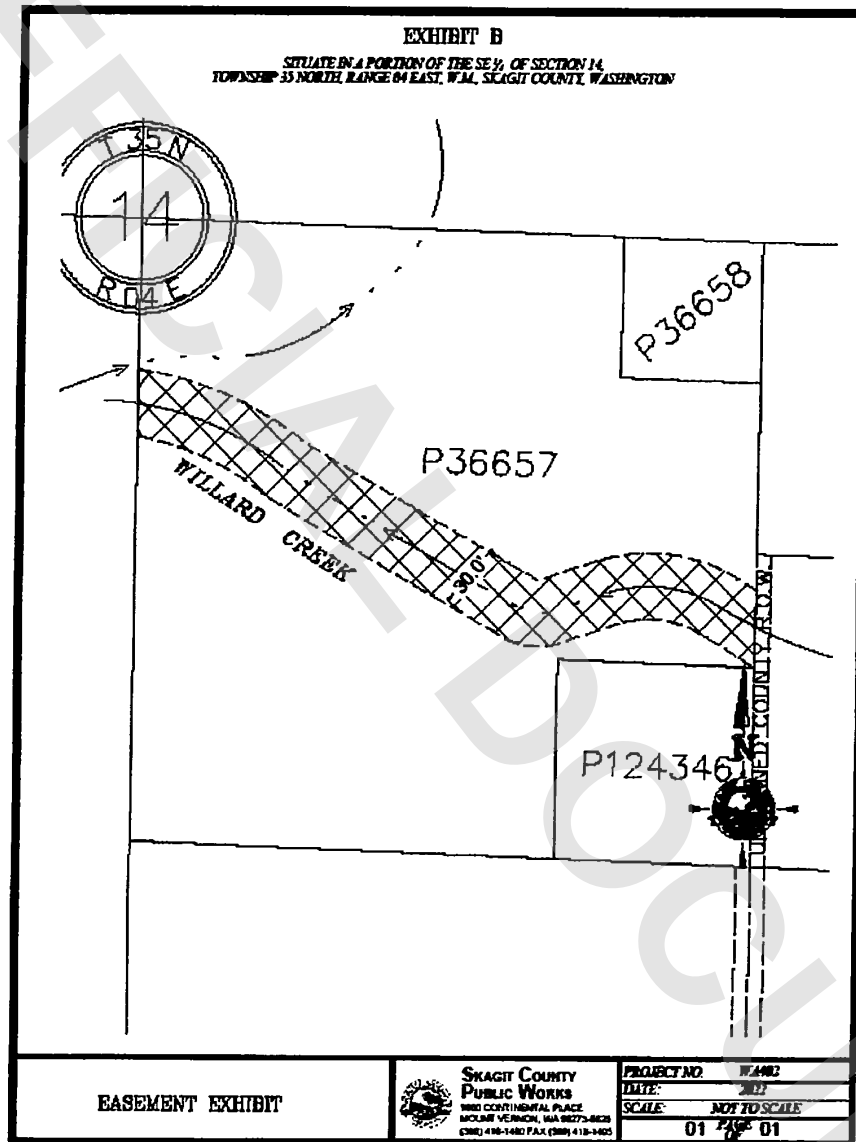


EXHIBIT "C"
LEGAL DESCRIPTION OF GRANTOR'S PROPERTY
Skagit County Assessor Tax Parcel No.: P36657

THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST
QUARTER OF SECTION 14, TOWNSHIP 35 NORTH, RANGE 04 EAST, W.M.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

Exhibit "D"
PROJECT DESCRIPTION
Skagit County Assessor Tax Parcel No.: P36657

- A portion of Willard Creek shall be dredged according to provision outlined in the HPA Permit Number 2022-4-543+01
- An area 15 feet to the north of Willard Creek shall be replanted and maintained for a period of three (3) years.

