

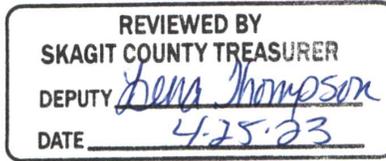


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04/25/2023 02:29 PM Pages: 1 of 10 Fees: \$212.50  
Skagit County Auditor

Recording Requested By And  
When Recorded Mail To:

Skagit County  
Public Works Department  
Attn: Emily Derenne  
1800 Continental Place  
Mount Vernon, Washington 98273



DOCUMENT TITLE: TEMPORARY CONSTRUCTION EASEMENT

REFERENCE NUMBER OF RELATED DOCUMENT: Not Applicable

GRANTOR(S): **Marthe E. Shaw** and **Gwen S. Wagner**, as owners per warranty deed recorded under Auditor's File No.: 9008070043.

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

ASSESSOR'S TAX / PARCEL NUMBER(S): **P47793** (XrefID: 360312-2-004-0102)

ABBREVIATED LEGAL DESCRIPTION: DF-73 #44 AF#781388: S1/2 NE1/4 NW1/4, SECTION 12, TOWNSHIP 36 NORTH, RANGE 3 EAST, W.M., W OF RD EXC PTN OF S1/2 NE1/4 NW1/4 W OF RD BAT SE1/4 COR TH W 193.6FT TH NW 225FT TH E 193.6FT TO SHAW RD TH SE ALG SD RD TPOB EXC FDT BAT NE COR SD SUBDIV TH W 400FT TO POB TH S 300FT TH W 145.2FT TH N 300FT TH E 145.2FT TPOB (Complete LEGAL DESCRIPTION provided at *Exhibit "D"*).

**TEMPORARY CONSTRUCTION EASEMENT**

The undersigned, **Marthe E. Shaw** and **Gwen S. Wagner**, as owners per warranty deed recorded under Auditor's File No.: 9008070043 ("Grantors") and **Skagit County**, a political subdivision of the State of Washington ("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. 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 "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 installation of a Project, including but not necessarily limited to the design and removal of the removal and fish passage improvements on Barrel Springs Creek culvert (as further described in *Exhibit "C"* and *Exhibit "E"*) within said Temporary Easement area, and for any and all other purposes reasonably related thereto. A legal description for the Grantors' Property is attached hereto and incorporated by reference as *Exhibit "D"*. The Temporary Easement shall be for the purpose of a Project (described in *Exhibit "C"* and *Exhibit "E"*).

**2. Use of Easement.** Except as provided herein to the contrary, the Grantee, Grantee's employees, agents, and contractors, shall have the sole 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 (as described in *Exhibit "C"* and *Exhibit "E"*, attached hereto and incorporated by reference). This includes the area needed for staging (stockpile of materials to be used in Project). 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 (or otherwise alter, interfere with, or disturb the Project) while the Temporary Easement is in effect, without approval of the Grantee.

2.1 Grantors 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, upon completion of the Project. 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 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 December 31, 2026, 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 relating to this Temporary Easement agreement 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.

**GRANTORS**

**Marthe E. Shaw** and **Gwen S. Wagner**, as owners per warranty deed recorded under Auditor's File No.: 9008070043:

By: *Marthe E. Shaw*  
**Marthe E. Shaw**

DATED this 23 day of MARCH, 2023.

STATE OF WASHINGTON }  
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that **Marthe E. Shaw** is the person who appeared before me, and said person acknowledges that she signed this instrument, on oath stated that she executed the forgoing instrument as her duly authorized free and voluntary act for the uses and purposes herein mentioned.

DATED this 23 day of March, 2023.  
Notary Public  
State of Washington  
Commission (SEAL) 185691  
My Commission Expires  
July 23, 2024

*Emily Derenne*  
Notary Public  
Print name: EMILY DERENNE  
Residing at: Bellingham WA  
My commission expires: 5/23/24

By: *Gwen S. Wagner*  
**Gwen S. Wagner**

DATED this 23 day of MARCH, 2023.

STATE OF WASHINGTON }  
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that **Gwen S. Wagner** is the person who appeared before me, and said person acknowledges that she signed this instrument, on oath stated that she executed the forgoing instrument as her duly authorized free and voluntary act for the uses and purposes herein mentioned.

DATED this 23 day of March, 2023.

(SEAL)

Emily J Derenne  
Notary Public  
State of Washington  
Commission Number 185691  
My Commission Expires  
July 23, 2024

*Emily Derenne*  
Notary Public  
Print name: EMILY DERENNE  
Residing at: Bellingham WA  
My commission expires: 5/23/24

**GRANTEE:**

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

\_\_\_\_\_  
Ron Wesen, Chair

\_\_\_\_\_  
Lisa Janicki, Commissioner

\_\_\_\_\_  
Peter Browning, Commissioner

Attest:

\_\_\_\_\_  
Clerk of the Board

Authorization per Resolution R20160001

Recommended:

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

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

Approved as to form:

\_\_\_\_\_  
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

\_\_\_\_\_  
Risk Manager

Approved as to budget:

\_\_\_\_\_  
Budget & Finance Director

GRANTEE:  
DATED this 17 day of April, 2023.

BOARD OF COUNTY COMMISSIONERS  
SKAGIT COUNTY, WASHINGTON

\_\_\_\_\_  
Ron Wesen, Chair

\_\_\_\_\_  
Lisa Janicki, Commissioner

\_\_\_\_\_  
Peter Browning, Commissioner

Attest:

\_\_\_\_\_  
Clerk of the Board

Authorization per Resolution R20160001

Susha Logne  
County Administrator

Recommended:

[Signature]  
Department Head

Approved as to form:

[Signature] 3/30/23  
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Maryleuben  
Risk Manager

Approved as to budget:

Susha Logne  
Budget & Finance Director

**EXHIBIT "A"**  
**P47793**

**TEMPORARY EASEMENT AREA LEGAL DESCRIPTION**

A TEMPORARY CONSTRUCTION EASEMENT BEING AN AREA OF  $\pm 3.16$  ACRES, FOR THE PURPOSE OF RESTORING FISH PASSAGE IN BARREL SPRINGS CREEK WITHIN SKAGIT COUNTY TAX PARCEL P47793 MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERN CORNER OF SKAGIT COUNTY TAX PARCEL P47793;

THENCE WESTERLY  $\pm 400$  FEET ALONG THE NORTHERN PROPERTY LINE TO THE PROPERTY LINE INTERSECTION WITH SKAGIT COUNTY TAX PARCEL P47794;

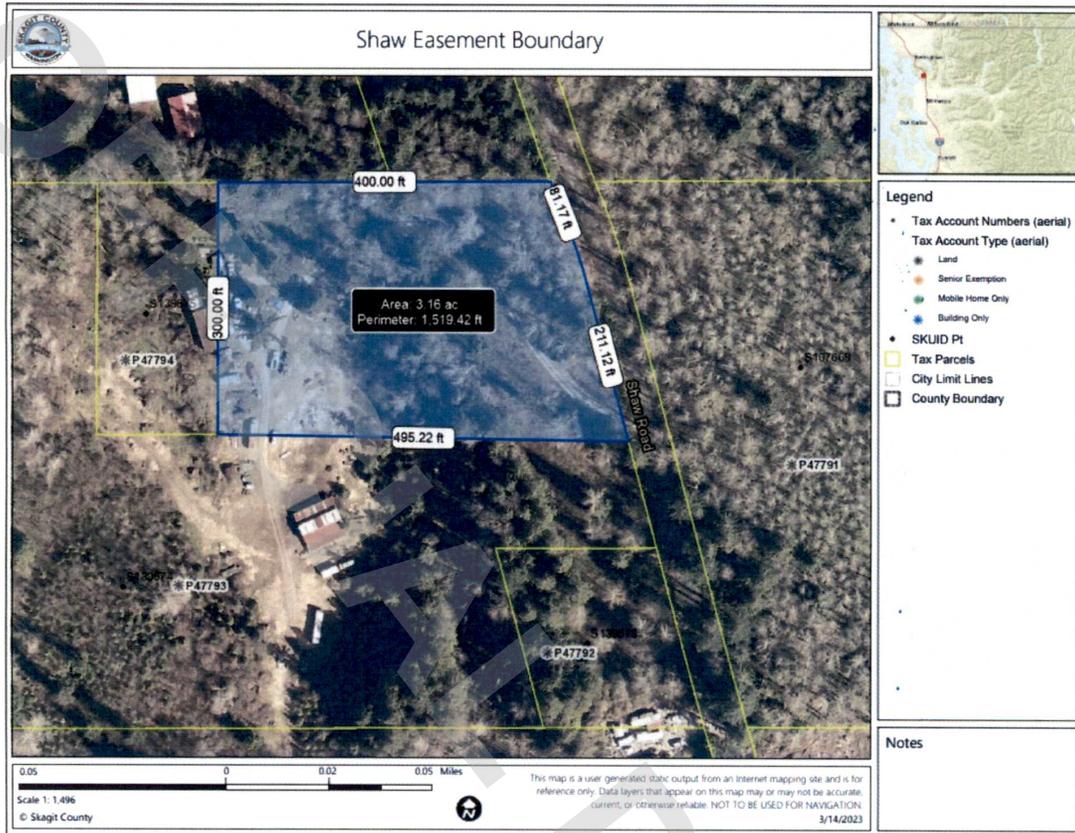
THENCE SOUTHERLY  $\pm 300$  FEET ALONG THE PROPERTY LINE TO THE SOUTHEASTERN CORNER OF P47797;

THENCE EASTERLY  $\pm 495$  FEET TO EASTERN PROPERTY LINE OF P47793;

THENCE NORTHERLY  $\pm 292$  FEET ALONG THE EASTERN PROPERTY LINE OF P47793, RETURNING TO THE TRUE POINT OF BEGINNING.

**SITUATE IN SKAGIT COUNTY, STATE OF WASHINGTON.**

EXHIBIT "B"  
GRAPHIC DESCRIPTION OF TEMPORARY EASEMENT AREA



This temporary easement includes the above shaded area required for restoration of fish passage and staging to complete the Project.

Parcel Number: P47793

Grantors' Contact Address: 1180 Shaw Road  
Bellingham WA 98229

Situate in the County of Skagit, State of Washington

### EXHIBIT "C" SCOPE OF WORK

Grantee (Skagit County) is actively working towards fish passage improvement on Barrel Springs Creek. The Barrel Springs culvert is currently an 18-inch concrete culvert that has been identified as a fish passage barrier by WDFW. The culvert will be removed and replaced with a new crossing that meets current fish passage criteria. The new crossing will be a 26-foot long by 12-foot wide prefabricated bridge (Figure 1). Trees along the driveway will be limbed prior to mobilizing equipment to attempt to prevent damage to trees.

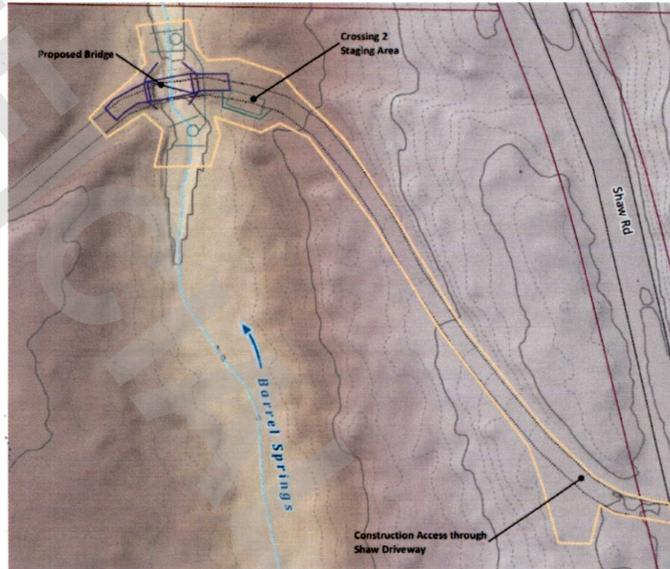


Figure 1. Barrel Springs Crossing Access and staging area.

The drive surface will be reasonably restored to existing or better condition following completion of the Project. The Project site will be reasonably replanted following completion of the channel restoration. This will include access roads and areas of disturbance associated with the culvert. See additional information attached at Exhibit "E", incorporated herein.

The Project is not intended to provide any flood control and/or erosion control protection, purpose, or benefit to Grantors' Property. After completion of Project construction (as determined by Grantee), the Grantee shall not be responsible or liable for the use, maintenance, and/or operation of any private roads, driveways, bridges, culverts, and/or crossings at Grantors' Property (and/or for any associated drainage conveyances and/or infrastructure), and/or for otherwise ensuring access to all or any portion(s) of Grantor's Property.

EXHIBIT "D"  
GRANTORS' PROPERTY LEGAL DESCRIPTION

Sec 12 Twp 36 Rge 03  
DES FORREST 1973 S $\frac{1}{2}$  NE $\frac{1}{4}$  NW $\frac{1}{4}$  W OF RD EXC PTN OF S $\frac{1}{2}$  NE $\frac{1}{4}$  NW $\frac{1}{4}$  W OF RD BAT SE $\frac{1}{4}$  COR  
TH W 193.6 ft TH NW 225 ft TH E 193.6 ft TO SHAW RD. TH SE ALG SD RD TPOB EXC PDT  
BAT NE COR SD SUBDIV TH W 400 ft TO POB TH S 300 ft TH W 145.2 ft TH N 300 ft  
th E 145.2 ft TPOB.

SITUATE IN SKAGIT COUNTY, STATE OF WASHINGTON.

EXHIBIT "E"  
PROJECT DRAFT PLAN SET

