

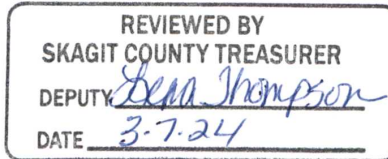


202403070008

03/07/2024 08:44 AM Pages: 1 of 8 Fees: \$310.50  
Skagit County Auditor

Recording Requested By And  
When Recorded Mail To:

Skagit County  
Public Works Department  
Attn: Christopher Jones  
1800 Continental Place  
Mount Vernon, Washington 98273



DOCUMENT TITLE: TEMPORARY CONSTRUCTION EASEMENT

REFERENCE NUMBER OF RELATED DOCUMENT: Not Applicable

GRANTOR(S): GEORGE C. THELEN and LINDA G. HART, husband and wife.

SKAGIT COUNTY  
Contract # C20240113  
Page 1 of 8

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

ASSESSOR'S TAX / PARCEL NUMBER(S): P48409 (XrefID: 360327-2-003-0106)

ABBREVIATED LEGAL DESCRIPTION: Section 27, Township 36 North, Range 03 East (Complete LEGAL DESCRIPTION provided at Exhibit "C").

#### TEMPORARY CONSTRUCTION EASEMENT

The undersigned, **GEORGE C. THELEN** and **LINDA G. HART**, husband and wife, (referred to individually herein as "Grantors") and **Skagit County**, a political subdivision of the State of Washington (referred to individually herein as "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 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 new culvert crossing (described in Exhibit "D") 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 (described in Exhibit "D").

**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 Grantors' Property within the Temporary Easement area (as described and depicted in Exhibit "A" and "B") for purposes of using the Temporary Easement for the installation of a new culvert crossing ("Project") as described in Exhibit "D" attached hereto and incorporated by reference. This includes the area needed to build a temporary access road. 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 (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. 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, 2024, 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 and/or relating to 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.

GRANTORS:

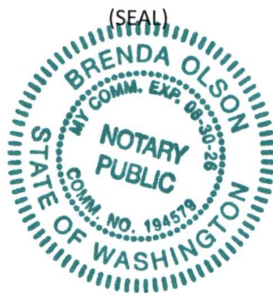
DATED this 27 day of February, 2024.  
\_\_\_\_\_  
GEORGE C. THELENDATED this 27 day of Feb., 2024.  
\_\_\_\_\_  
LINDA G. HART

STATE OF WASHINGTON

SS.

COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that GEORGE C. THELEN and LINDA G. HART, husband and wife, 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 duly authorized free and voluntary act for the uses and purposes herein mentioned.

DATED this 27 day of February, 2024.

Notary Public

Print name: Brenda OlsonResiding at: Mount VernonMy commission expires: 8-30-26

DATED this 28 day of February, 2024.

BOARD OF COUNTY COMMISSIONERS  
SKAGIT COUNTY, WASHINGTON

\_\_\_\_\_  
Peter Browning, Chair

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

\_\_\_\_\_  
Ron Wesen, Commissioner

Attest:

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

Authorization per Resolution R20160001:

Lisha Logne  
County Administrator

Recommended:

[Signature]  
Department Head

Approved as to form:

[Signature] 2/27/24  
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

[Signature]  
Risk Manager

Approved as to budget:

Lisha Logne  
Budget & Finance Director



**EXHIBIT "A"**  
**LEGAL DESCRIPTION FOR TEMPORARY CONSTRUCTION EASEMENT AREA**  
**Skagit County Assessor Tax Parcel No: P48409**

A 60.00 foot wide temporary construction easement, lying over, under and across the East 322.11 feet of Lot 1 of Short Plat 42-88, under Auditor's File No. 198811020008, records of Skagit County, Washington, within the Northeast Quarter of the Northwest Quarter of Section 27, Township 36 North, Range 03 East, W.M., easement area more particular described as follows:

**COMMENCING** at the monumented North Quarter Corner of said Section 27, being  
North 88°36'18" East a distance of 2,678.63 feet from the monumented Northwest Corner of said Section;  
Thence westerly along said Section Line also being the North Line of said Lot 1,  
South 88°36'18" West a distance of 173.86 feet to the **POINT OF BEGINNING**;  
Thence continuing along said North Lot Line, South 88°36'18" West a distance of 322.11 feet to  
the Northwest corner of said Lot 1;  
Thence southerly along the West Line of said Lot 1, South 00°27'42" East a distance of  
60.01 feet;  
Thence parallel with said North Lot Line, North 88°36'18" East a distance of 322.11 feet;  
Thence North 00°27'42" West a distance of 60.00 feet to the **POINT OF BEGINNING**.

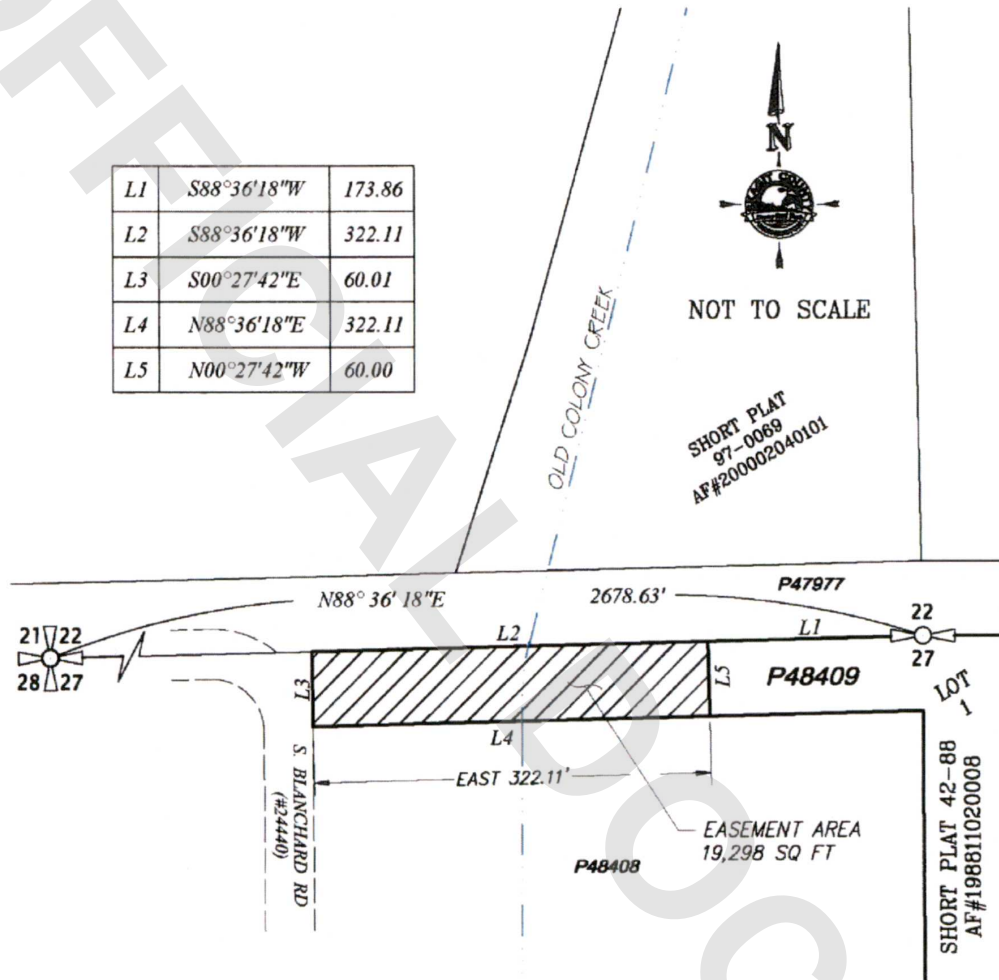
Easement Area containing 19,298 Square Feet, more or less.

Subject to and together with easements, agreements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record, if any.

Situate in the County of Skagit, State of Washington.

**EXHIBIT "B"**  
**GRAPHIC DEPICTION OF TEMPORARY CONSTRUCTION EASEMENT AREA**  
 Skagit County Assessor Tax Parcel No.: P48409

SITUATE IN A PORTION OF THE NE 1/4 OF THE NW 1/4 OF SECTION 27,  
 TOWNSHIP 36 NORTH, RANGE 03 EAST, W.M., SKAGIT COUNTY, WASHINGTON



15367 SOUTH BLANCHARD ROAD  
 TEMPORARY CONSTRUCTION EASEMENT

**EXHIBIT "C"**  
**LEGAL DESCRIPTION OF GRANTORS' PROPERTY**  
**Skagit County Assessor Tax Parcel No. P48409**  
*Per Transfer Death Deed AF#201908070022*

Lot 1, Short Plat No. 42-88, approved October 31, 1988 and recorded November 2, 1988 in Book 8 of Short Plats, Page 81, records of Skagit County, Washington, under Auditor's File No. 8811020008, being a portion of Tract B, Short Plat No. 67-78, which is a portion of the North  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 27 Township 36 North, Range 3 East, W.M.

TOGETHER WITH a non-exclusive easement for ingress, egress and utilities over, under and upon the certain existing driveway as shown upon the face of said Short Plat No. 67-78 and 42-88, as granted in instrument recorded September 5, 1978 under Auditor's File No. 886869, and located within the Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of said Section 27.

ALSO TOGETHER WITH an easement for ingress, egress and utilities over, under and across the South 60 feet of that portion of Tract 2 of said Short Plat 42-88, lying Westerly of Harrison Creek.

Subject to all covenants, conditions, restrictions, reservations, agreements, easements, provisions, and assessments of record, if any.

Situate in Skagit County, State of Washington.

**EXHIBIT "D"**  
**PROJECT DESCRIPTION**  
**SKAGIT COUNTY ASSESSOR TAX PARCEL NO.: P48409**

The Grantee's Project ("Project") is the South Blanchard Road Crossing Project #WA402241. The Project involves removing three (3) failing culverts on the P47977 access road and replacing them with a fish passable concrete box culvert installed by the Grantee's contractor. In addition to accessing parcel P48409 for construction purposes, this temporary easement agreement will allow the Grantee to build a temporary access road during Project construction. Except for completed Project work (as designed), upon completion of the Project the Grantee's contractor will remove the temporary access road and reasonably restore the Project site to a substantially similar condition as existed prior to the Project work, previous conditions. The Project is intended to improve fish access and upgrade failing infrastructure along Old Colony Creek as part of Skagit County mitigation. The parties agree that this Project is not intended to provide any flood control protection, purpose, and/or benefit.

