

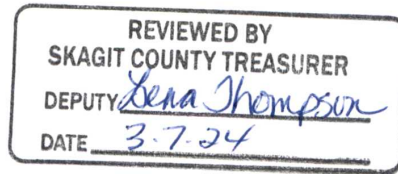


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Skagit County Auditor

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): **KEVIN MORSE** and ^{KIRSTEN} **KRISTEN MORSE**, husband and wife.

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

ASSESSOR'S TAX / PARCEL NUMBER(S): **P47977** (XrefID: **360322-0-003-0006**)

ABBREVIATED LEGAL DESCRIPTION: Section 22, Township 36 North, Range 03 East (Complete LEGAL DESCRIPTION provided at *Exhibit "C"*).

TEMPORARY CONSTRUCTION EASEMENT

^{KIRSTEN}
The undersigned, **KEVIN MORSE** and **KRISTEN MORSE**, 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 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. 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 28 day of February, 2024.

KEVIN MORSEDATED this 28 day of February, 2024.

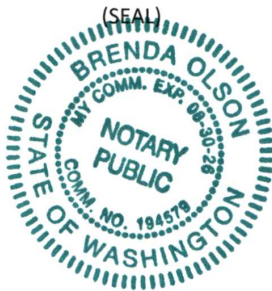
KRISTEN MORSE
KIRSTEN

STATE OF WASHINGTON

SS.

COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that KEVIN MORSE and KRISTEN MORSE, 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 28 day of February, 2024.

Notary Public

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

DATED this 1 day of March, 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] 2/29/24
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Manylauben
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: P47977

A 60.00 foot wide temporary construction easement, lying over, under and across a portion of Lot 2 of Short Plat 97-0069, under Auditor's File No. 200002040101, records of Skagit County, Washington, within the Southeast Quarter of the Southwest Quarter of Section 22, Township 36 North, Range 03 East, W.M., easement area more particular described as follows:

COMMENCING at the monumented South Quarter Corner of said Section 22, being
North 89°19'18" East a distance of 2,678.63 feet from the monumented Southwest Corner of said Section;
Thence westerly along the South Line of said Lot 2, South 89°19'18" West a distance of 173.86 feet to
the **POINT OF BEGINNING**;
Thence continuing along said South Lot Line, South 89°19'18" West a distance of 350.00 feet, more
or less, to the Right-of-Way margin of South Blanchard Road (#24440) and a point of curvature;
Thence along a curve to the left with a radial bearing of South 40°43'53" West, and a radius of 80.00
feet, through a central angle of 41°24'35" for an arc distance of 57.82 feet;
Thence North 00°40'42" West a distance of 40.00 feet to the North Line of said Lot 2;
Thence easterly along said North Lot Line, North 89°19'18" East a distance of 402.92 feet;
Thence South 00°40'42" East a distance of 60.00 feet to said South Lot Line and the
POINT OF BEGINNING.

Easement Area containing 23,449 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.

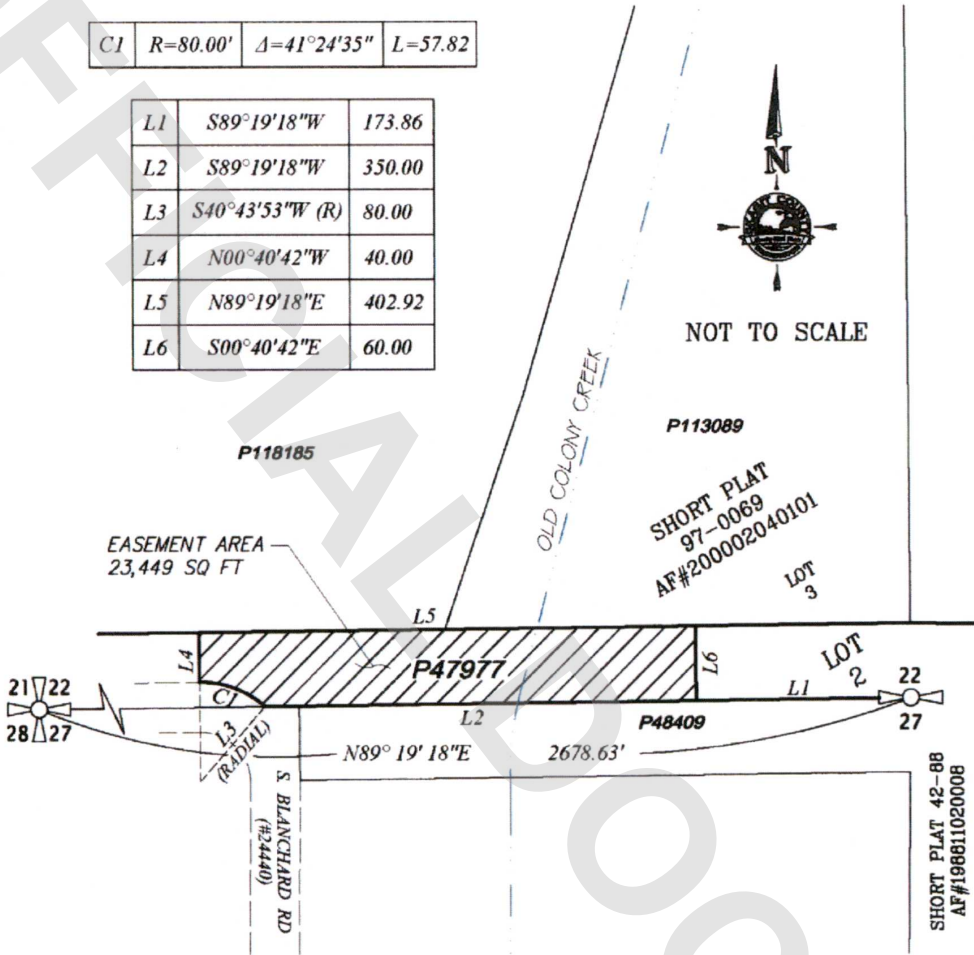
Situate in the County of Skagit, State of Washington.

EXHIBIT "B"
GRAPHIC DEPICTION OF TEMPORARY CONSTRUCTION EASEMENT AREA
Skagit County Assessor Tax Parcel No.: P47977

SITUATE IN A PORTION OF THE SE 1/4 OF THE SW 1/4 OF SECTION 22,
TOWNSHIP 36 NORTH, RANGE 03 EAST, W.M., SKAGIT COUNTY, WASHINGTON

C1	R=80.00'	$\Delta=41^{\circ}24'35''$	L=57.82
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L1	S89°19'18"W	173.86
L2	S89°19'18"W	350.00
L3	S40°43'53"W (R)	80.00
L4	N00°40'42"W	40.00
L5	N89°19'18"E	402.92
L6	S00°40'42"E	60.00



15255 SOUTH BLANCHARD ROAD
TEMPORARY CONSTRUCTION EASEMENT

EXHIBIT "C"
LEGAL DESCRIPTION OF GRANTORS' PROPERTY
Skagit County Assessor Tax Parcel No: P47977
Per Statutory Warranty Deed AF#201807200107

Lot 2 of SKAGIT COUNTY SHORT PLAT NO. 97-0069, approved February 1, 2000, and recorded February 4, 2000, under Auditor's File No. 200002040101, records of Skagit County, Washington; being a portion of East-Half of the Southwest Quarter of Section 22, Township 36 North, Range 3 East of the Willamette Meridian;

Situate in the County of Skagit, State of Washington.

This Conveyance is subject to covenants, conditions, restrictions, and easements if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey as described in Exhibit "A" attached hereto.

EXHIBIT "D"
PROJECT DESCRIPTION
SKAGIT COUNTY ASSESSOR TAX PARCEL NO.: P47977

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. Except for completed Project work (as designed), upon completion of the Project the Grantee's contractor will reasonably restore the Project site to a substantially similar condition as existed before the Project work. 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 the Project is not intended to provide any flood control protection, purpose, and/or benefit.

