



201609140009

Skagit County Auditor

\$80.00

9/14/2016 Page

1 of

8 9:04AM

Document Title:

Temporary Construction Easement

Reference Number : C20160392

Grantor(s):

additional grantor names on page ____.

1. William A. Stiles, Jr.
2. William A. Stiles, Jr., Trustee of Betty Stiles Washington Bypass Trust

Grantee(s):

additional grantee names on page ____.

1. Skagit County Public Works Department
- 2.

Abbreviated legal description:

full legal on page(s) 7.

Ptn. of Tract B, S/P 22-82, S19, T35N, R4E, Skagit County, WA

Assessor Parcel / Tax ID Number:

additional tax parcel number(s) on page ____.

P36885 / 350419-0-009-0005

UNOFFICIAL DOCUMENT

After Recording Mail To:

Attn: Jennifer Swanson
Skagit County Public Works
1800 Continental Place
Mount Vernon, WA 98273

easement
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

SEP 14 2016

Amount Paid \$
Skagit Co. Treasurer
By *NF* Deputy

TEMPORARY CONSTRUCTION EASEMENT

Grantor: William A. Stiles, Jr. and William A. Stiles, Jr., Trustee of Betty Stiles
Washington Bypass Trust

Grantee: Skagit County Public Works Department

Abbreviated Legal: P1n of Tract B, S/P 22-82, S19, T35N, R4E, Skagit County, WA

Tax Parcel No.: P36885

Burlington Northern Overpass Project

Project Parcel #4

THIS INSTRUMENT is made this 9th day of AUGUST, 2016, by and between William A. Stiles, Jr. and William A. Stiles, Jr., Trustee of Betty Stiles Washington Bypass Trust, hereinafter called the "Grantor", and Skagit County, a political subdivision of the State of Washington, hereinafter called the "Grantee".

WITNESSETH:

1) Grant of Easement. The Grantor, for and in consideration of the public good and other valuable consideration, does by these presents, convey and warrant unto the Grantee a temporary construction easement (the "Easement") for access over, through, across and upon the following described real estate (the "Easement Area") situated in the County of Skagit, State of Washington, for the placement of personnel and equipment for construction of public street improvements with necessary appurtenances, including placement of public and private utilities, within the adjoining public right of way:

Per Exhibit A and Exhibit B attached hereto and by this reference made a part hereof.

2) Purpose of Easement. The Grantee, its contractors, agents, and permittees, shall have the right at such times as may be necessary, to enter upon the Easement Area, including entry into private improvements located in the Easement Area for the purpose of constructing, maintaining, repairing, altering or reconstructing said street improvements, or making any connections therewith, including utility connections. Grantee shall have the right to re-grade slopes and/or make cuts and fills to match street grade. In the event, Grantee's utility connection work requires access to property in addition to the Easement Area, Grantee shall have the right to enter into such additional property and such entry shall be governed by the terms of this

Temporary Construction Easement

easement. Grantee's rights to use the Easement Area shall be exclusive at such times and for such duration as Grantee's construction requires, in Grantee's discretion.

The rights herein granted shall include all incidental rights, including but not limited to, right of ingress and egress necessary to properly perform the work indicated for construction of the project. Grantee and those entitled to exercise the rights granted herein shall exercise all due diligence in their activities upon the property, and Grantee does hereby agree to indemnify and hold harmless the Grantor against and from any and all liability for losses, damages and expenses on account of damage to property or injury to persons resulting from or arising out of the rights herein granted to Grantee and/or its contractors, employees, agents, successors or assigns.

3) Improvements. All street improvements shall be constructed entirely within the public right of way. In the event that Grantor's property and/or private improvements in the Easement Area are disturbed or damaged by Grantee's use of the Easement, on or before the end of the Term, they shall be restored or replaced by Grantee in as good a condition as they were immediately before Grantee entered the Easement Area in accordance with applicable law and project permit requirements. During the Term, Grantee may on an interim basis, restore the Easement Area to a reasonably safe and convenient condition.

4) Grantor Right to Use Easement Area. Except for those times when Grantee is making exclusive use of the Easement Area, the Grantor shall retain the right to use and enjoy the Easement Area, including the right to use existing private improvements located in the Easement Area so long as such use does not interfere with Grantee's construction of the public improvements described in this Easement. Grantee shall provide access to prospective buyer(s) or new owner should there be a sale during the term of the Easement, so long as such use does not interfere with Grantee's construction of the public improvements described in this Easement.

5) Term of Easement. The term of this Easement is eighteen (18) months (the "Term"). The Term shall commence upon initiation of Grantee's construction within the easement area, but no sooner than October 1, 2016, and shall remain in force until **no later than April 30, 2018**, or until completion of construction and restoration of the property, whichever occurs first. Grantee shall provide fourteen (14) days written notice to the Grantor prior to commencement of construction. This Easement may be extended by mutual written consent of the Grantor and Grantee.

6) Payment. Grantee shall pay Grantor a total of Fourteen Thousand ~~Seven~~ ^{W 14,417} Four Hundred and Seventeen Dollars and No/100ths Dollars (\$14,417.00).

7) Binding Effect. The Easement granted hereby is solely for the benefit of Grantee, and is personal to Grantee, its successors in interest and assigns. Grantee shall have the right to permit third parties to enter upon the Easement Area to accomplish the purposes described herein, provided that all such parties abide by the

Temporary Construction Easement

terms of this Easement. The Easement granted hereby, and the duties, restrictions, limitations and obligations herein created, shall run with the land, shall burden the Easement Area and shall be binding upon and the Grantor and its respective successors, assigns, mortgagees and sub lessees and each and every person who shall at any time have a fee, leasehold, mortgage or other interest in any part of the Easement Area.

8) Notification. Should the undersigned owner (Grantor), sell the property described herein, Grantor shall promptly disclose and notify the buyer of this agreement.

9) Dispute Resolution. In the event that any dispute arises between Grantor and Grantee during the term of this Easement, Grantor and Grantee shall discuss and resolve such dispute in a mutually agreeable and timely manner, and the parties may agree to mediation. This Easement shall be governed by the laws of the State of Washington.

Dated this 9th day of AUGUST, 2016.

Grantor:

William A. Stiles, Jr.
William A. Stiles, Jr.

William A. Stiles, Jr.
William A. Stiles, Jr., Trustee of Betty Stiles Washington Bypass Trust

Accepted by Skagit County

See attached signature page.

By: _____

Printed Name: _____

Title: _____

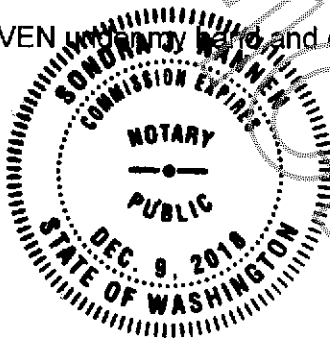
Date: _____

Temporary Construction Easement

STATE OF WASHINGTON)
) : ss
County of Skagit)

On this 9 day of August 2016 before me personally appeared William A. Stiles, Jr. to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.

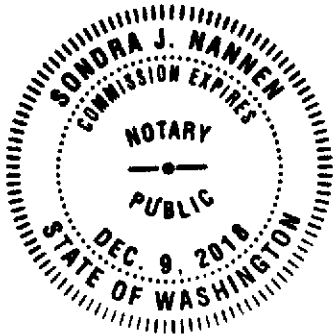


Sondra J. Nanner
Notary Public in and for the State of
Washington, residing at Sedro-Woolley
My commission expires 12-9-18

STATE OF WASHINGTON)
) : ss
County of Skagit)

On this 9 day of August 2016 before me personally appeared William A. Stiles, Jr. as Trustee(s) of Betty Stiles Washington Bypass Trust, to me known to be the individual(s) described in and who executed the foregoing instrument, and acknowledge that (he, she) signed the same as (his, her) free and voluntary act and in the capacity and for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.



Sondra J. Nanner
Notary Public in and for the State of
Washington, residing at Sedro-Woolley
My commission expires 12-9-18

Temporary Construction Easement

DATED this 4 day of September, 2016.

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON
ABSENT

Lisa Janicki, Chair

Ron Wesen

Ron Wesen, Commissioner

Kenneth A. Dahlstedt

Kenneth A. Dahlstedt, Commissioner

Attest:

Amber Epps

Clerk of the Board

For contracts under \$5,000:
Authorization per Resolution
R20030146

Recommended:

[Signature]

Department Head

County Administrator

Approved as to form:

[Signature] 9/1/16

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

[Signature]

Risk Manager

Approved as to budget:

[Signature]

Budget & Finance Director

EXHIBIT A
TEMPORARY CONSTRUCTION EASEMENT
LEGAL DESCRIPTION
P36885

A PARCEL OF LAND LYING WITHIN THE NORTHEAST QUARTER OF SECTION 19,
TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M., COUNTY OF SKAGIT, STATE OF
WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 19; THENCE
SOUTH 00°43'48" WEST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF
SECTION 19, A DISTANCE OF 1376.21 FEET; THENCE NORTH 89°16'12" WEST 630.47
FEET TO THE WESTERLY MARGIN OF THE BURLINGTON NORTHERN SANTA FE
RAILROAD RIGHT OF WAY AND TO A POINT ON A NON-TANGENT CURVE,
CONCAVE SOUTHWESTERLY, THE CENTER OF WHICH BEARS SOUTH 68°38'48"
WEST 1071.61 FEET DISTANT; THENCE NORTHERLY ALONG THE ARC OF SAID
CURVE AND SAID WESTERLY MARGIN, THROUGH A CENTRAL ANGLE OF
11°10'27", A DISTANCE OF 208.99 TO THE WESTERLY MARGIN OF THE OLD
HIGHWAY 99 RIGHT OF WAY; THENCE SOUTH 05°34'48" EAST ALONG SAID
WESTERLY MARGIN, A DISTANCE OF 150.58 FEET TO THE SOUTH LINE OF THE
NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE AFOREMENTIONED
SECTION 19 AND THE **POINT OF BEGINNING**; THENCE CONTINUING SOUTH
05°34'48" EAST, 442.05 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE
SOUTHWESTERLY, THE CENTER OF WHICH IS THE INTERSECTION OF THE
CENTERLINES OF COOK ROAD AND INTERSTATE 5 AND WHICH CENTER BEARS
SOUTH 26°02'41" WEST 1000.00 FEET DISTANT; THENCE WESTERLY ALONG THE
ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 0°40'14", A DISTANCE OF
11.70 FEET; THENCE NORTH 05°34'48" WEST, 208.50 FEET; THENCE SOUTH
84°25'12" WEST 50.00 FEET; THENCE NORTH 05°34'48" WEST 235.97 FEET TO THE
AFOREMENTIONED SOUTH LINE; THENCE SOUTH 87°31'21" EAST ALONG SAID
SOUTH LINE, A DISTANCE OF 60.60 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL OF LAND BEING 16,022 SQUARE FEET, MORE OR LESS.



6/2/16

