

Recording Requested By And
When Recorded Mail To:

Skagit County
Public Works Department
Attn: Mikki Davis
1800 Continental Place
Mount Vernon, Washington 98273

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

JUN 16 2017

Amount Paid \$
Skagit Co. Treasurer
By *Mikki Davis* Deputy



Skagit County Auditor \$80.00
6/19/2017 Page 1 of 8 2:50PM

DOCUMENT TITLE: **TEMPORARY CONSTRUCTION EASEMENT**

REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*

GRANTOR(S): **Skagit River Farm Lands LLC**, a Washington limited liability company

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

ASSESSOR'S TAX / PARCEL NUMBER(S): **P40026** (XrefID: 350520-1-003-0005)

ABBREVIATED LEGAL DESCRIPTION: Sections 20, Township 35 North, Range 05 East (Complete LEGAL DESCRIPTION provided at *Exhibit "C"*).

TEMPORARY CONSTRUCTION EASEMENT

The undersigned, **Skagit River Farm Lands LLC**, a Washington limited liability company (herein "Grantor"), and **Skagit County**, a political subdivision of the State of Washington (herein "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. Grantor 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 Grantor 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 Grantor's 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 purposes, including maintenance of existing culvert(s), ditches, conveyance system(s), and including the right of ingress and egress with all necessary equipment for construction of the riparian restoration work, including any livestock fencing within said Temporary Easement area, for any and all other purposes reasonably related thereto. A legal description for the Grantor's 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 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 "D"* attached hereto and incorporated by reference). This includes the area needed for staging (stockpile of materials to be used in Project). Grantor shall not have the right to exclude Grantee, Grantee's employees, agents, contractors, or other third parties from the Temporary Easement. Grantor 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 Grantor recognizes and agrees that the Project may result in drainage impacts to Grantor's Property (including, but not necessarily limited to, changes in the flow of water at Grantor's Property). Grantor specifically recognizes and agrees that the Grantee is not responsible or liable for any drainage impacts or damage to Grantor's Property resulting from the Project and/or this Temporary Easement. Grantor releases and holds harmless Grantee from any drainage impacts or damage to Grantor's Property resulting from and/or related to the Project or this Temporary Easement. The Grantor specifically recognizes and agrees 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) Grantor's 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, 2020, 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 brought under or relating to the term of 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.

GRANTOR:

Skagit River Farm Lands LLC, a Washington limited liability company

DATED this 1st day of June, 2017.

By: George S. Vojkovich
Eiko T. Vojkovich, Governor
George S.

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that Eiko T. Vojkovich , a governing person of Skagit River Farm Lands LLC, a Washington limited liability company, is the person who appeared before me, and said person acknowledged that he/she signed this instrument, and on oath stated that he/she is duly authorized executed the forgoing instrument as his/her free and voluntary act for the uses and purposes herein mentioned.

DATED this 1st day of June, 2017.

(SEAL)

Notary Public
State of Washington
Andrew J Bacus
Commission Expires 12-1-19

Notary Public
Print name: Andrew J. Bacus
Residing at: Sedro Woolley, WA
My commission expires: 12/01/19

DATED this 15 day of June, 2017.

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

Ron Wesen, Chair

Kenneth A. Dahlstedt, Commissioner

Lisa Janicki, Commissioner

Attest:


Clerk of the Board

Authorization per Resolution R20050224:



County Administrator

Recommended:



Department Head

Approved as to form:



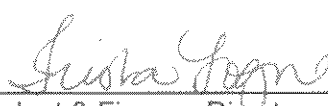
Civil Deputy Prosecuting Attorney *6/8/17*

Approved as to indemnification:



Risk Manager

Approved as to budget:



Budget & Finance Director

EXHIBIT "A"
P40026
TEMPORARY EASEMENT AREA LEGAL DESCRIPTION

A temporary easement for the purpose of open conveyance maintenance within parcel number P40026 more particularly described as follows:

The East and South 25 feet of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 20, Township 35 North, Range 5 East, W.M.

SITUATE IN SKAGIT COUNTY, STATE OF WASHINGTON.

EXHIBIT "B"
P40026
GRAPHIC DEPICTION OF TEMPORARY EASEMENT AREA

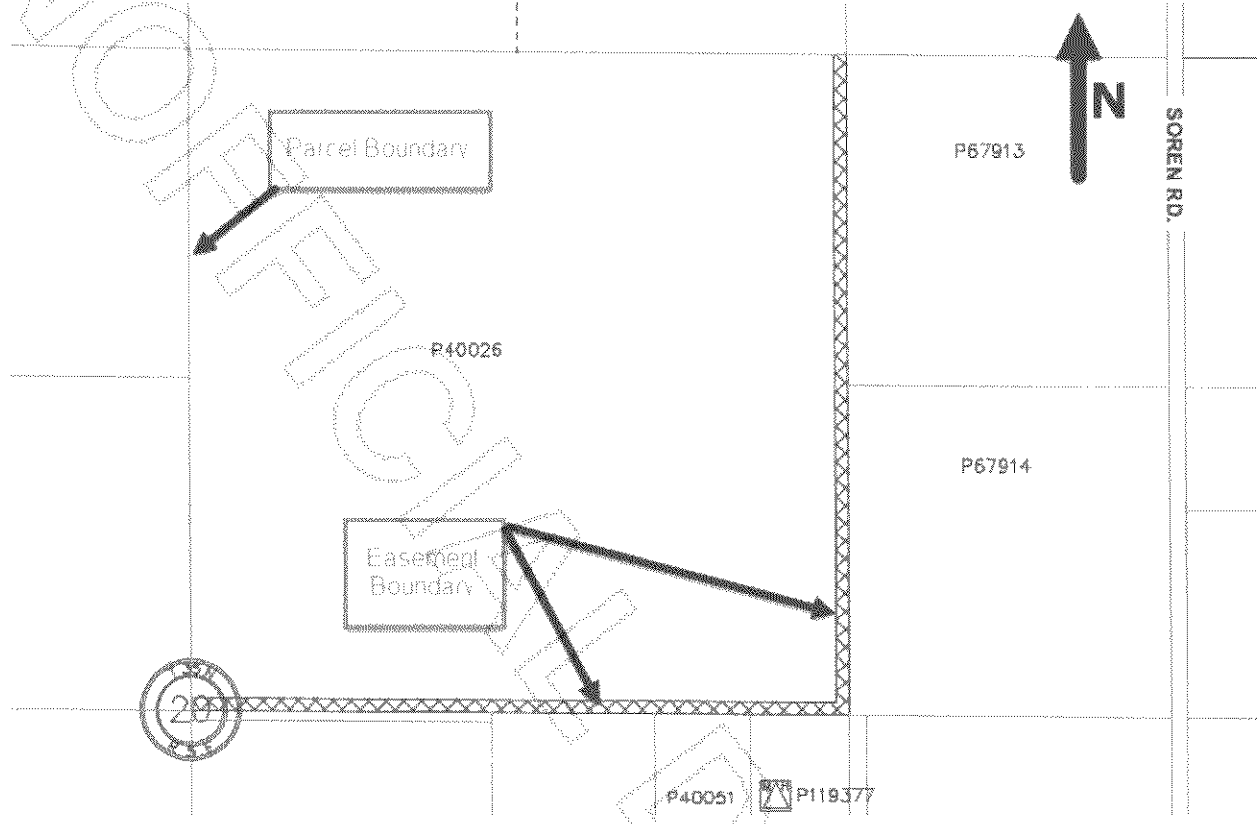


EXHIBIT "C"
P40026
LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

The Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 20, Township 35 North, Range 5 East, W.M.

Exhibit "D"
PROJECT DESCRIPTION

The Project shall include:

Reestablishment of a previously existing open conveyance by Grantee's crews.

At completion of the open conveyance establishment Grantee's crews shall plant a vegetative buffer along the newly formed banks.

