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Skagit County Auditor

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When Recorded Mail To:

Skagit County  
Public Works Department  
Attn: Karina Siliverstova  
1800 Continental Place  
Mount Vernon, Washington 98273



DOCUMENT TITLE: TEMPORARY CONSTRUCTION EASEMENT

REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*

GRANTOR(S): Nelson Haldane, a married woman as her separate property.

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

ASSESSOR'S TAX / PARCEL NUMBER(S): P116708 (XrefID: 350520-0-008-0100)

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

**TEMPORARY CONSTRUCTION EASEMENT**

The undersigned, **Nelson Haldane**, a married woman as her separate property, (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, including maintenance of existing culvert(s), ditches, conveyance system(s), within said Temporary Easement, 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 area. 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 October 31, 2021, 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:**

DATED this 14 day of September, 2020.

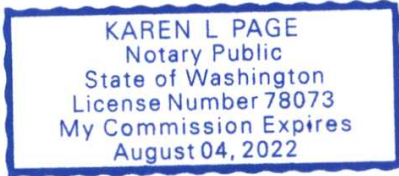
By: Nelson S Haldane  
**Nelson Haldane**

STATE OF WASHINGTON }  
COUNTY OF SKAGIT } ss.  
KING

I certify that I know or have satisfactory evidence that **Nelson Haldane**, a married woman as her separate property, is the person who appeared before me, and said person acknowledged that they signed this instrument, and on oath stated that they are duly authorized executed the forgoing instrument as their free and voluntary act for the uses and purposes herein mentioned.

DATED this 14<sup>th</sup> day of September, 2020.

(SEAL)



Notary Public Karen L Page  
Print name: Karen L. Page  
Residing at: Kent, WA  
My commission expires: 8-04-2022

DATED this 5 day of October, 2020.

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 R20160001

*Luisa Logne*  
County Administrator

Recommended:

*[Signature]*  
Department Head

Approved as to form:

*[Signature]* 9/24/20  
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

*Dianne Gray 09/28/2020*  
Risk Manager

Approved as to budget:

*Luisa Logne*  
Budget & Finance Director



**EXHIBIT "A"**  
**P116708**  
**TEMPORARY EASEMENT AREA LEGAL DESCRIPTION**

A temporary easement for the purpose of open conveyance maintenance within parcel number P116708 more particularly described as follows:

A strip of land for drainage maintenance lying on the northern side of the existing swale being 35 feet wide, the southern line being coincident with the centerline of said swale. Together with, a strip of land for drainage maintenance lying on the south side of the existing swale being 35 feet wide, the southern line being coincident with the center line of said swale, over and across the following tract; the NW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of section 20, township 35 North, Range 5 East, W.M.

Location of the existing swale as of 2019.

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

EXHIBIT "B"  
P116708  
GRAPHIC DEPICTION OF TEMPORARY EASEMENT AREA



\*NOT TO SCALE

EXHIBIT "C"

P116708

LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

OPEN SPACE #187 AF#777139 1974 TRANSFER #807640  
BEGINNING 391 FEET WEST OF THE NORTH EAST CORNER  
OF THE NORTH WEST  $\frac{1}{4}$  SOUTH EAST  $\frac{1}{4}$ ; THENCE 326.72  
FEET; THENCE SOUTH 660 FEET MORE OR LESS TO THE  
COUNTY ROAD; THENCE ALONG THE NORTH LINE OF  
COUNTY ROAD IN AN EASTERLY DIRECTION TO A POINT  
LYING SOUTH OF THE POINT OF BEGINNING; THENCE  
NORTH TO THE POINT OF BEGINNING.

Situate in the County of Skagit, State of Washington.

**Exhibit "D"**  
**PROJECT DESCRIPTION**  
**P116708**

The Project shall include:

- Establishment of an open conveyance by Grantee's crews.
- The surrounding grounds will be returned to a substantially similar condition as existed prior to the commencement of project work.

