

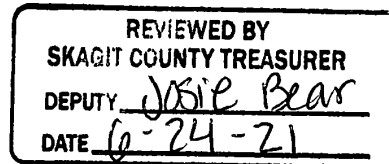


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06/24/2021 02:10 PM Pages: 1 of 9 Fees: \$111.50  
Skagit County Auditor

Recording Requested By And  
When Recorded Mail To:

Skagit County  
Public Works Department  
Attn: Emily Derenne  
1800 Continental Place  
Mount Vernon, Washington 98273



DOCUMENT TITLE: **TEMPORARY EASEMENT**

REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*

GRANTOR(S): **Hans D. Lukner and Sonja D. Lukner**, a married couple

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

ABBREVIATED LEGAL DESCRIPTION: A temporary easement located within LOT 1 SHORT PLAT#97-0051 AF#9903180008 LOCATED IN NE1/4, SECTION 11, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M..

ASSESSOR'S TAX / PARCEL NUMBER(S): **P36174** (Xref ID: 350411-1-005-0104)

#### **TEMPORARY EASEMENT**

*(For riparian restoration work under the Natural Resource Stewardship Program project)*

The undersigned, **Hans D. Lukner and Sonja D. Lukner**, a married couple, (herein "Grantors" or "Landowners"), for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, hereby grants to **Skagit County**, a political subdivision of the State of Washington (herein "Grantee" or "County"), a temporary, non-exclusive easement ("Temporary Easement"), as provided herein. Landowners and County 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 Landowners herein shall be a temporary easement to allow the County, the County's agents, employees, and contractors over, upon, across, through, a portion of real property located within and upon Landowners' 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 easement (and any related appurtenances thereto), including the right of ingress and egress with all necessary equipment for construction of the manure storage facility under the Skagit County Natural Resource Stewardship Program (NRSP) as described in *Exhibit "C"*, attached hereto and incorporated by reference (herein referred to as the "Project"). A legal description for the Landowners' Property is attached hereto as *Exhibit "D"*, and is hereby incorporated by reference.

SKAGIT COUNTY  
Contract # C20210264  
Page 1 of 9

1.1 The County, through its Department of Public Works (Natural Resources Division), will perform the Project as described in *Exhibit "C"* under its Natural Resources Stewardship Program (NRSP) for the protection, improvement, and enhancement of water quality in Skagit County streams for the benefit of downstream saltwater shellfish habitat. The total estimated Project cost is approximately thirty thousand dollars (\$30,000). The County will provide funding for seventy five percent (75%) of the total actual Project cost, currently estimated to be approximately twenty-two thousand five hundred dollars (\$22,500). The Landowners will provide the other twenty five percent (25%) of the total actual Project cost incurred by the County, regardless of the currently estimated Project cost in the amount of approximately seven thousand five hundred dollars (\$7,500). Upon Project completion, the County shall invoice the Landowners for the Landowners' twenty five percent (25%) share of the total actual Project cost incurred by County. The Landowners shall promptly pay such invoice within thirty (30) days of receipt from the County. In the event that the Landowners fail to timely pay such invoice, the Landowners may be liable and responsible for payment to the County for the total (one hundred percent [%100]) actual Project costs incurred by the County.

1.2 Landowners represent and warrant to the County that the Landowners are the legal owners of the property described in Exhibit "D" (the "Landowners' Property"), and further represent and warrant to the County that there are no outstanding rights which interfere with this Temporary Easement agreement. The Landowners also acknowledge that a change in property ownership will not change the encumbrance of the Landowners' Property created by the terms of this Temporary Easement, and the Landowners agree to inform any future owner of Landowners' Property of this Temporary Easement prior to sale or transfer of the Landowners' Property during the term of this Temporary Easement (as the terms of this Temporary Easement shall be binding on any subsequent owner[s] of the Landowners' Property for the duration of this Temporary Easement). The Landowners agree to notify the County, within thirty (30) days of transfer, of changes in ownership during the term of this Temporary Easement.

1.3 Landowners agree to inform the County (and the County's agents, employees, and contractors) of all known safety hazards on Landowners' Property prior to the commencement of the activities described in Exhibit "C".

1.4 Except as provided to the contrary by the terms of this Temporary Easement, the Landowners retain the right to control trespass on Landowners' Property, and Landowners shall retain all responsibility for taxes, assessments, and for any claims for damages to Landowners' Property.

1.5 Landowners recognize and agree that participation in the County's Natural Resource Stewardship Program does not eliminate or abrogate any jurisdictional authority, code requirements, or obligations required by any government entity including Skagit County.

**2. Use of Easement.** The County, County's employees, agents, and contractors shall have the right, with a forty-eight (48) hour notice, (or with such other notice as may be otherwise mutually agreed in writing by and between the parties), and during daytime hours, Monday through Saturday (unless otherwise arranged between the parties), to enter upon the Landowners' Property within the area of the Temporary Easement (as described and depicted in Exhibit "A" and Exhibit "B"), for the purpose of constructing and implementing the Project (described at Exhibit "C") within the area of the Temporary Easement. Landowners shall not have the right to exclude the County, County's employees, agents, and/or contractors from the area of the Temporary Easement.

2.1 **Project Components.** This temporary easement includes the following components, as described in Exhibit "C": (1) initial site work, (2) monitoring and maintenance, and (3) project preservation.

**2.1.1 Initial Site Work.** The initial site work includes site preparation, removal of invasive vegetation, and installation of a manure storage facility as described in Exhibit "C". Initial site work will be conducted within one (1) year of mutual execution of this agreement.

**2.1.2 Monitoring and Maintenance.** A Restoration and Maintenance Plan (Plan) has been developed for the Project, and is included as Exhibit "C". In accordance with the Plan, upon completion Project inspection will be conducted at least once (and possibly multiple times) to ensure the Project is being used as intended. Inspection of the Project may be conducted by multiple agencies, including but not limited to, County staff, Washington State Department of Health staff, and/or other public agencies and/or designees of the County. Following completion of installation of the Project, ongoing use and maintenance of the Project facility shall be the sole responsibility and liability of the Landowners.

**2.1.3 Project Preservation.** Landowners agree to preserve the Project in a substantially similar condition as exists at the time of Project completion, utilize the structure for the intended use, and agrees to refrain from damaging, otherwise harming, or in any way intentionally compromising the integrity of the Project for a period of ten (10) years from the date of mutual execution of this Temporary Easement agreement. Landowners may be required to reimburse the County for Project costs funded by the County in the event that the Landowners do not preserve the Project in accordance with the terms of this Temporary Easement.

**2.2** The Landowners acknowledge that Landowners are voluntarily participating in the County's NRSP and Project construction for riparian restoration (as described in Exhibit "C") that is the subject of this Temporary Easement and is permitting the Landowners' Property to be used for such purposes pursuant to the terms of this Temporary Easement. The Landowners agree that the Project, when completed, will not now or in the future result in damages to the Landowners' Property, and that the County is not liable for any impacts to Landowners' Property resulting from the Project. The terms of this Section 2.2 shall survive the termination or expiration of this Temporary Easement.

**2.3** The County agrees to be responsible for any damage arising from negligent acts of its employees, agents, or representatives on Landowners' Property in exercise of County's rights herein granted by this Temporary Easement (including for the workplace safety of the County's employees, agents, or representatives while performing Project work on the Landowners' Property). The County assumes no liability for any alleged damage to Landowners' Property resulting from this Temporary Easement, or from any source other than as may be expressly set forth herein.

**3. Termination of Temporary Easement.** The Project shall be considered complete following the completion of the activities described in Exhibit "C", including project maintenance and monitoring activities. This Temporary Easement shall otherwise expire by its own terms ten (10) years from the date of mutual execution.

**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 terms 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. This Temporary Easement may not be modified or supplemented in any manner or 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:

Hans D. Lukner

Hans D. Lukner

DATED this 3 day of June, 2021.

Sonja D. Lukner

Sonja D. Lukner

DATED this 2 day of June, 2021.

STATE OF WASHINGTON

COUNTY OF SKAGIT

} ss.

I certify that I know or have satisfactory evidence that **Hans D. Lukner** and **Sonja D. Lukner**, a married couple, are the person(s) 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 3 day of June, 2021.

(SEAL)



Emily J. Derenne  
Notary Public

Print name: EMILY DERENNE

Residing at: Bellingham, WA

My commission expires: 5/23/2024

DATED this 9 day of June, 2021.

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

\_\_\_\_\_  
Lisa Janicki, Chair

\_\_\_\_\_  
Peter Browning, Commissioner

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

Attest:

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

Authorization per Resolution R20160001:

\_\_\_\_\_  
*Lisha Yogue*  
County Administrator

Recommended:

\_\_\_\_\_  
*Dan Beaton*  
Department Head

Approved as to form:

\_\_\_\_\_  
*[Signature]* 6/8/21  
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

\_\_\_\_\_  
*Bonnie Halay*  
Risk Manager

Approved as to budget:

\_\_\_\_\_  
*Lisha Yogue*  
Budget & Finance Director

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

**Skagit County Assessor Tax Parcel No.: P36174**

A TEMPORARY EASEMENT FOR THE PURPOSE OF RESTORATION AND MAINTENANCE WITHIN A PORTION OF LOT 1 OF SHORT PLAT NO. 97-0051, UNDER AUDITOR'S FILE NO. 9903180008, RECORDS OF SKAGIT COUNTY, WASHINGTON, BEING FURTHER DESCRIBED IN EXHIBIT "D" OF THIS DOCUMENT, THE EASEMENT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1;

THENCE SOUTHERLY ALONG THE EASTERN PROPERTY LINE A DISTANCE OF 275.00 FEET THE POINT OF BEGINNING;

THENCE WESTERLY PERPENDICULAR TO SAID EAST LINE A DISTANCE OF 70.00 FEET;

THENCE SOUTHERLY PARALLEL WITH SAID EAST LINE A DISTANCE OF 117.00 FEET;

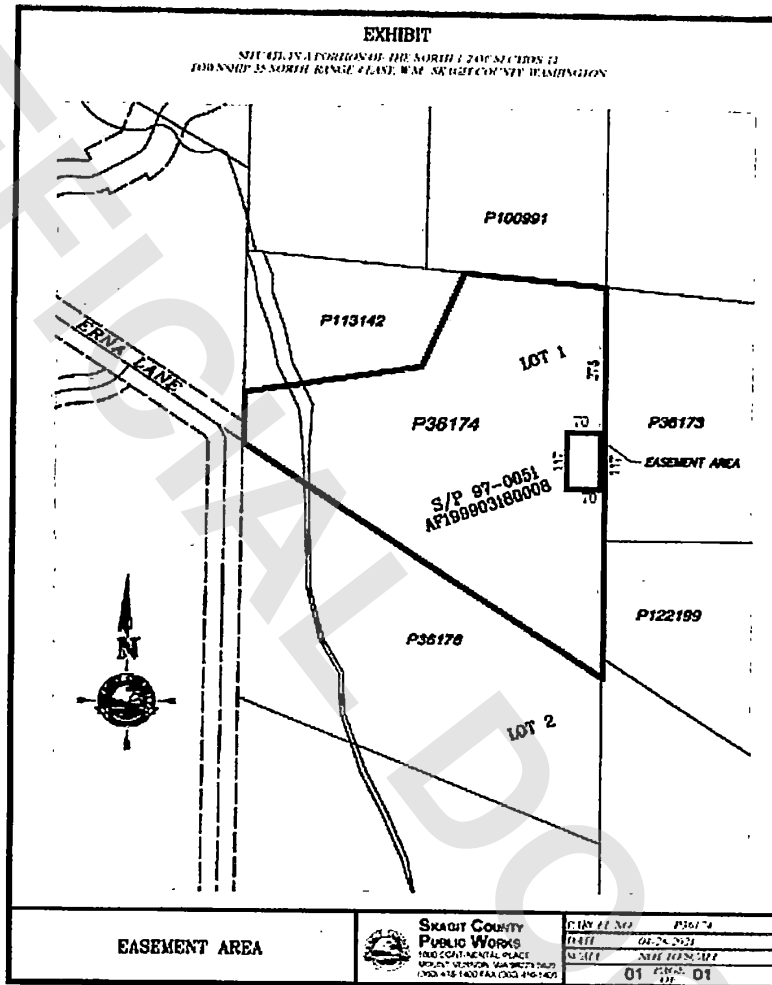
THENCE EASTERLY PERPENDICULAR TO SAID EAST LINE A DISTANCE OF 70.00 FEET, MORE OR LESS, TO SAID EAST LINE;

THENCE NORTHERLY ALONG SAID EAST LINE A DISTANCE OF 117.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 8,190 SQUARE FEET, MORE OR LESS.

SITUATE IN SKAGIT COUNTY, STATE OF WASHINGTON.

**EXHIBIT "B"**  
**GRAPHIC DEPICTION OF TEMPORARY EASEMENT AREA**



This temporary easement includes the above-depicted outlined area required for installation of the manure storage facility Project.

Parcel Number: P36174  
 Address: 7203 Erna Lane  
           Sedro Woolley, WA 98284  
 Situate in the County of Skagit, State of Washington

## EXHIBIT "C"

## SCOPE OF WORK

**Manure Storage**

A manure storage bin will be installed on the property to provide an area to store and compost manure for disposal ("Project"). The manure storage will be installed in a field-fit location to the northwest of the barn. A concrete pad will be installed as the floor of the manure storage. Two bins will be installed with ecology block sides, a wooden separator wall, and a roof (Figure 1). The roof will be metal sheeting with a gutter along the back and one downspout.

**Maintenance**

Maintenance of the Project storage facility will be the sole responsibility of the project Landowners following completion of Project construction.

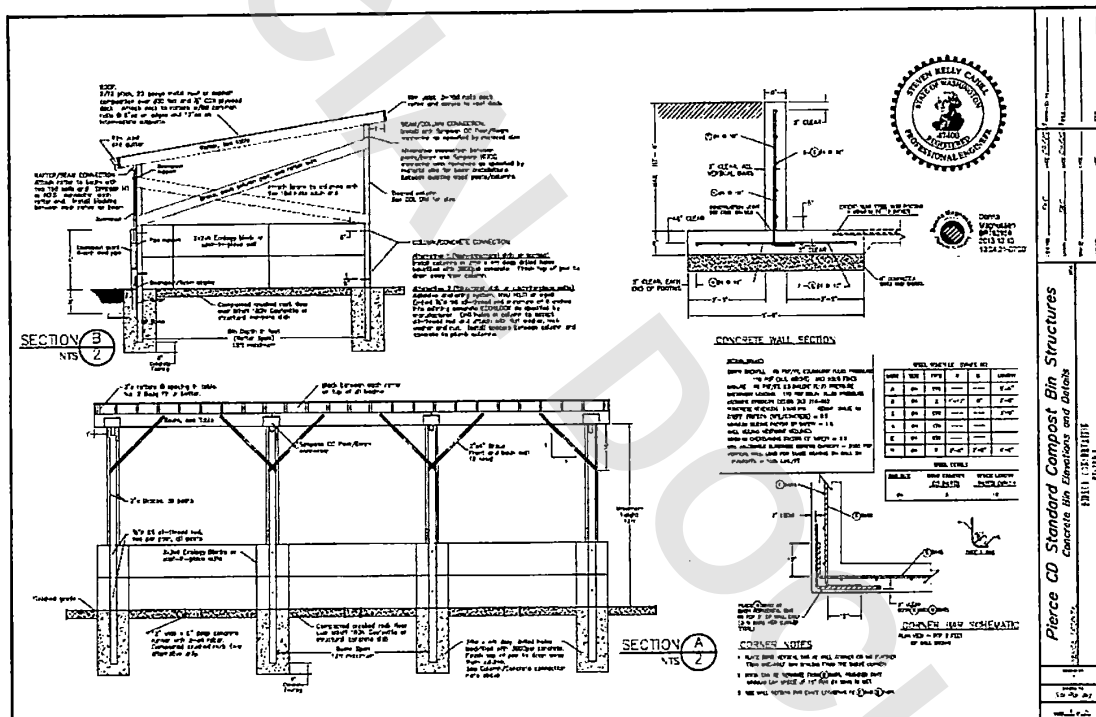


Figure 1. Manure Storage Structure. Plans will be modified to have two bins within the same footprint. Walls between the bins will be wooden.



**EXHIBIT "D"**  
**LEGAL DESCRIPTION OF LANDOWNERS' PROPERTY**

The land referred to in this report/policy is situated in the State of Washington, County of Skagit, and is described as follows:

Lot 1 of Skagit County Short Plat No. 97-0051, approved March 11, 1999 and recorded March 18, 1999 under Auditor's File No. 9903180008 in Volume 14 of Short Plats, pages 8 and 9, records of Skagit County, Washington, being a portion of the North 1/2 of Section 11, Township 35 North, Range 4 East, W.M.;

TOGETHER WITH a non-exclusive easement for ingress, egress and utilities over, across and under Erna Lane, as delineated on the face of said Short Plat;

ALSO TOGETHER WITH a non-exclusive easement for ingress, egress and utilities over, under and across the following described portion of Lot 2 of said Short Plat:

Beginning at the Northwesterly corner of said Lot 2; thence South 30 degrees 38'38" East, a distance of 155.27 feet; thence South 71 degrees 43'18" East, a distance of 54.33 feet; thence North 40 degrees 02'50" East 49.83 feet to a point on the North line of said Lot 2; thence North 55 degrees 21'26" West along the North line of said Lot 2, a distance of 197.87 feet to the point of beginning.