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



201211200051
Skagit County Auditor

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DOCUMENT TITLE: **TEMPORARY CONSTRUCTION EASEMENT**

SKAGIT COUNTY
Contract # C20120455
Page 1 of 11

REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*

GRANTOR(S): **NANCY A. MAYNARD**, a single woman as her separate estate as to a 51% interest
KURT M. SHEARER, a single man as his separate estate as to a 49% interest

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

ASSESSOR'S TAX / PARCEL NUMBER(S): **P62196** (XrefID: 3864-004-001-0000)

ABBREVIATED LEGAL DESCRIPTION: BINGHAM AC, LOT 1, BLOCK 4, "BINGHAM ACREAGE, SKAGIT COUNTY, WASHINGTON", AS PER PLAT RECORDED IN VOLUME 4 OF PLATS, PAGE 24, RECORDS OF SKAGIT COUNTY, WASHINGTON; EXCEPT THE EAST 50 FEET THEREOF. LOT 1, BLOCK 4, "BINGHAM ACREAGE, SKAGIT COUNTY, WASHINGTON", AS PER PLAT RECORDED IN VOLUME 4 OF PLATS, PAGE 24, RECORDS OF SKAGIT COUNTY, WASHINGTON; EXCEPT THE EAST 50 FEET THEREOF. (Complete LEGAL DESCRIPTION provided at *Exhibit "C"*).

TEMPORARY CONSTRUCTION EASEMENT

The undersigned, **NANCY A. MAYNARD**, a single woman as her separate estate as to a 51% interest and, **KURT M. SHEARER**, a single man as his separate estate as to a 49% interest (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 more defined conveyance system and new access pipe (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"*).

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

1

NOV 20 2012

Amount Paid \$
Skagit Co. Treasurer
By *[Signature]* Deputy

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 construction of drainage system ("*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).

2.2 Grantee otherwise agrees to be responsible for all damage arising from negligent acts of its employees, agents, or representatives on Grantors' Property in exercise of Grantee's rights herein granted by this Temporary Easement. Grantors shall not be responsible or liable for the activities of Grantee (and/or Grantee's employees, agents and representatives) within the area of the Temporary Easement. Grantee assumes no liability for any alleged damage resulting subsequent to the termination of this Temporary Easement, or from any source other than as expressly set forth herein.

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 April 30, 2013, 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:

NANCY A. MAYNARD, a single woman as her separate estate as to a 51% interest

Nancy A. Maynard
Date: 10/23, 2012

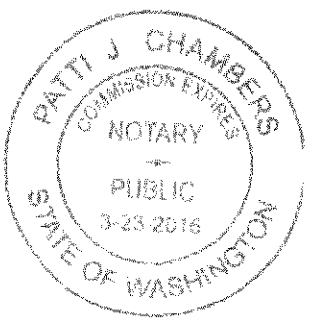
STATE OF WASHINGTON

COUNTY OF SKAGIT

} ss.

I certify that I know or have satisfactory evidence that NANCY A. MAYNARD, a single woman as her separate estate as to a 51% interest, is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she executed the forgoing instrument as her free and voluntary act for the uses and purposes herein mentioned.

DATED this 23rd day of October, 2012.
(SEAL)



Patti J. Chambers
Notary Public
Print name: PATTI J. CHAMBERS
Residing at: MOORE VERNON
My commission expires: 3/23/2016



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Skagit County Auditor

GRANTOR:

KURT M. SHEARER, a single man as his separate estate as to a 49% interest

Date: October 22, 2012

STATE OF WASHINGTON

} ss.

COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that KURT M. SHEARER, a single man as his separate estate as to a 49% interest, is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he executed the forgoing instrument as his free and voluntary act for the uses and purposes herein mentioned.

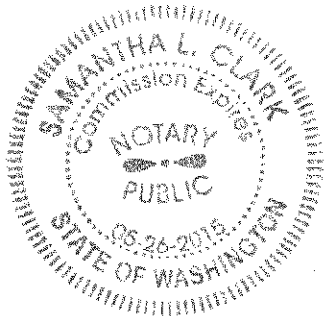
DATED this 22nd day of OCTOBER, 2012
(SEAL)

Samantha L. Clark
Notary Public

Print name: SAMANTHA L. CLARK

Residing at: PORT HARBOR, WA

My commission expires: 5/26/15



201211200051

Skagit County Auditor

DATED this 13 day of November, 2012.

~~BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON~~

~~_____
Kenneth A. Dahlstedt, Chairman~~

~~_____
Sharon D. Dillon, Commissioner~~

~~_____
Ron Wesen, Commissioner~~

Attest:

Clerk of the Board

Authorization per Resolution R20050224



County Administrator

Recommended:



Department Head

Approved as to form:



Civil Deputy Prosecuting Attorney

Approved as to indemnification:



Risk Manager

Approved as to budget:



Budget & Finance Director



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EXHIBIT "A"
P62196

TEMPORARY CONSTRUCTION EASEMENT LEGAL DESCRIPTION

TEMPORARY CONSTRUCTION EASEMENT FOR THE PURPOSE OF CONSTRUCTING A DRAINAGE SYSTEM WITHIN LOT 1, BLOCK 4, "BINGHAM ACREAGE PLAT #3864, SKAGIT COUNTY WASHINGTON", AS PER PLAT RECORDED IN VOLUME 4 OF PLATS, PAGE 24 RECORDS OF SKAGIT COUNTY, WASHINGTON; BEING A PORTION OF LOT 1 BLOCK 4 IN SECTION 12, TOWNSHIP 34 NORTH, RANGE 04 EAST, W.M. DESCRIBED AS FOLLOWS;

THE WEST TWENTY FEET OF LOT 1; TOGETHER WITH THE SOUTH (20) TWENTY FEET OF LOT 1.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

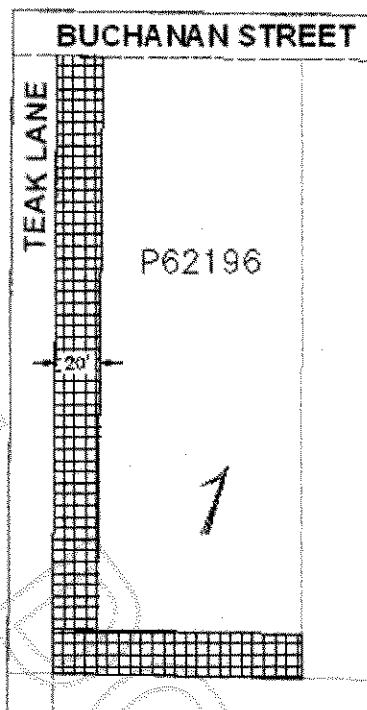
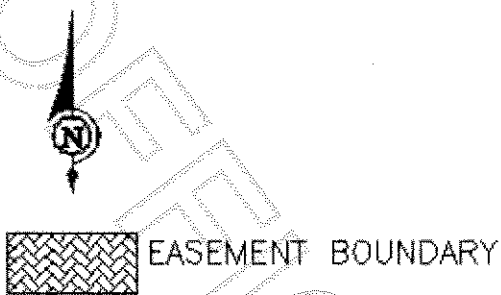


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EXHIBIT "B"

P62196

GRAPHIC DEPICTION OF TEMPORARY CONSTRUCTION EASEMENT AREA



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EXHIBIT "C"

P62196

LEGAL DESCRIPTION OF GRANTORS' PROPERTY

Lot 1, Block 4, "BINGHAM ACREAGE, SKAGIT COUNTY, WASHINGTON", as per plat recorded in Volume 4 of Plats, page 24, records of Skagit County, Washington; EXCEPT the East 50 feet thereof.



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Skagit County Auditor

EXHIBIT "D"
PROJECT DESCRIPTION

The Project shall include:

Crews shall construct a more defined conveyance system (See Figure 1)*.

Work shall include:

- a. Removal of material from within conveyance system boundary.
- b. Grading of system will allow for waters to drain both in an east and west direction (See Figure 1)*.
- c. Material excavated from the newly defined conveyance system; shall be utilized for a small berm at top of north bank; to run the length of the new system; any extra material shall be removed from site.
- d. A new 8" covered pipe shall be installed at most westerly end of newly defined conveyance system. (See Figure 2)*.
- e. Covered 8" pipe shall be approximately 200' in length in a north/south direction along the east edge of Right-of-Way for Teak Lane
- f. Covered 8" pipe shall be set at a slope allowable to tie into existing system at intersection of Teak Lane and Buchanan Street. Excavated material removed from within the trench for new culvert may be used for pipe backfill.
- g. A new 8" covered pipe shall be installed (See Figure 3)* between parcels numbered; P62197 and P62198.
- h. Covered 8" pipe shall be approximately 200' in length in a north/south direction.
- i. Covered 8" pipe shall be set at a slope allowable to tie into existing system (See Figure 4)*.
- j. Surrounding grounds that may be disturbed during construction; shall be returned to existing conditions or better. Hydroseeding as needed.

*Image looking south



EXHIBIT "D"
PROJECT DESCRIPTION
Continued

FIGURE 1



FIGURE 2

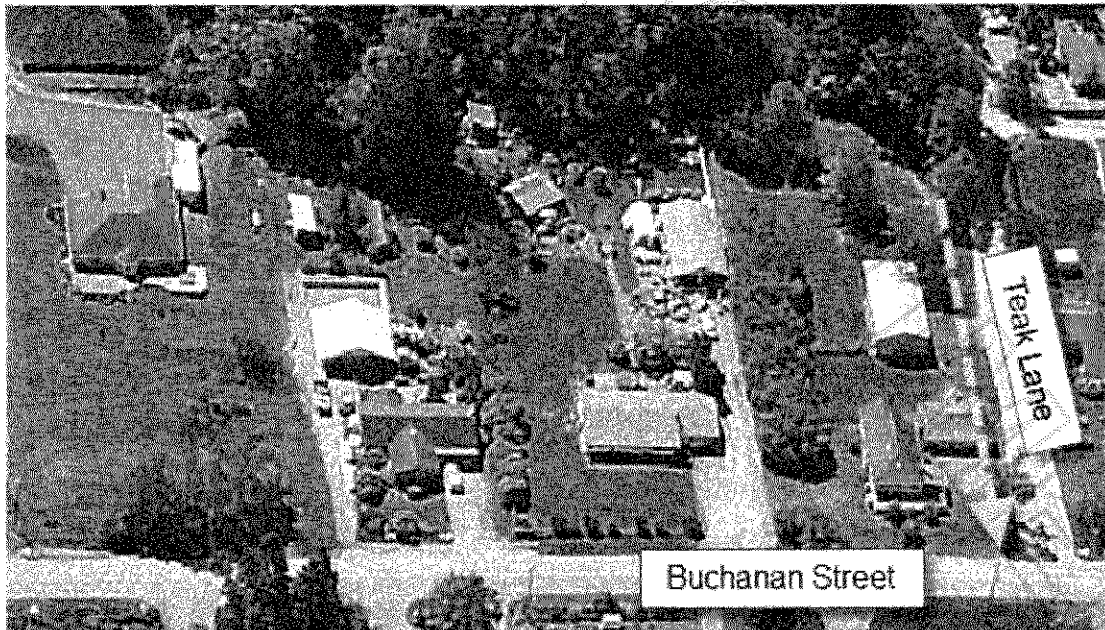


EXHIBIT "D"
PROJECT DESCRIPTION
Continued

Figure 3



Figure 4

