

Recording Requested By And  
When Recorded Mail To:

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



20130306009  
Skagit County Auditor

3/6/2013 Page 1 of 11 8:50AM

**DOCUMENT TITLE: TEMPORARY CONSTRUCTION EASEMENT**

SKAGIT COUNTY  
Contract # C20130086  
Page 1 of 11

**REFERENCE NUMBER OF RELATED DOCUMENT: Not Applicable**

**GRANTOR(S): MICHAEL L. CUSTANCE and SUSAN L. CUSTANCE, as husband and wife**

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

**ASSESSOR'S TAX / PARCEL NUMBER(S): P62221 (XrefID: 3864-006-003-0003)**

**ABBREVIATED LEGAL DESCRIPTION:** TRACT B OF SURVEY RECORDED AF#8810270058; BEING A PORTION OF BLOCK 2 & BLOCK 6 OF BINGHAM ACREAGE. TOGETHER WITH THAT PORTION OF LOTS 1 AND 2 OF BLOCK 6 OF THE PLAT OF BINGHAM ACREAGE FILED IN VOLUME 4 OF PLATS AT PAGE 24, RECORDS OF SKAGIT COUNTY, WASHINGTON DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF TRACT B SHOWN ON THAT CERTAIN SURVEY FOR AVERY N MARTIN FILED IN VOLUME 8 OF SURVEYS AT PAGE 78, RECORDS OF SKAGIT COUNTY, WASHINGTON, WHICH POINT IS ON THE SOUTH LINE OF LOT 1 BLOCK 6 OF SAID PLAT OF BINGHAM ACREAGE; THENCE SOUTH 89 DEGREES 31' 04" EAST ALONG THE SOUTH LINE OF SAID PLAT OF BINGHAM ACREAGE, A DISTANCE OF 176.00 FEET; THENCE NORTH 00 DEGREES 08' 45" EAST, A DISTANCE OF 364.54 FEET TO A POINT ON THE EAST LINE OF SAID TRACT B WHICH IS 403.87 FEET FROM THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 25 DEGREES 58' 50" WEST ALONG THE EASTERLY LINE OF SAID TRACT B, A DISTANCE OF 403.87 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION. EXCEPT THAT PORTION OF TRACT B ON THAT CERTAIN SURVEY FOR AVERY N. MARTIN FILED IN VOLUME 8 OF SURVEYS AT PAGE 78 AS AF#8810270058, RECORDS OF SKAGIT COUNTY, WASHINGTON DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M.; THENCE NORTH 89 DEGREES 30' 50" EAST, A DISTANCE OF 752.50 FEET TO THE NORTHERLY EXTENSION OF THE EAST LINE OF THE COUNTY ROAD AS CONVEYED TO SKAGIT COUNTY BY DEED DATED APRIL 20, 1962 AND RECORDED UNDER AF#620549; THENCE SOUTH ALONG THE EAST LINE OF SAID ROAD, A DISTANCE OF 903.45 FEET TO THE ANGLE POINT IN THE RIGHT OF WAY LINE OF SAID ROAD; THENCE CONTINUING SOUTH ALONG THE SOUTHERLY PROJECTION OF THE EAST LINE OF SAID ROAD, A DISTANCE OF 129.22 FEET TO A POINT ON THE NORTHWESTERLY LINE OF SAID TRACT B AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING ON THE SOUTHERLY PROJECTION OF THE EAST LINE OF SAID COUNTY ROAD, A DISTANCE OF 265.74 FEET TO THE SOUTH LINE OF THE PLAT OF BINGHAM ACREAGE FILED IN VOLUME 4 OF PLATS AT PAGE 24, RECORDS OF SKAGIT COUNTY, WASHINGTON; THENCE NORTH 89 DEGREES 31' 04" WEST ALONG THE SOUTH LINE OF SAID PLAT, A DISTANCE OF 192.40 FEET TO THE SOUTHWEST CORNER OF SAID TRACT B; THENCE NORTHERLY AND NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF SAID TRACT B TO THE POINT OF BEGINNING OF THIS DESCRIPTION. (Complete LEGAL DESCRIPTION provided at Exhibit "C").

1

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

MAR 06 2013

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

## TEMPORARY CONSTRUCTION EASEMENT

The undersigned, **MICHAEL L. CUSTANCE** and **SUSAN L. CUSTANCE**, as husband and wife (referred to collectively 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 construction of new conveyance system (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"*).

**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 construction of new conveyance 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 Grantor's 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 July 31, 2013 from the date of mutual execution, 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.





GRANTORS:

MICHAEL L. CUSTANCE, as husband

*Michael L. Custance*

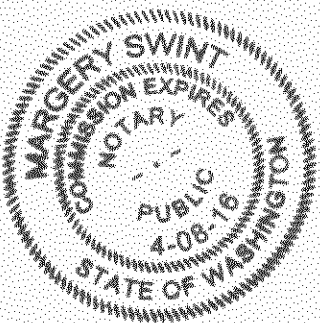
Date: 14 FEB, 2013

STATE OF Washington  
COUNTY OF Skagit } ss.

I certify that I know or have satisfactory evidence that MICHAEL L CUSTANCE, as husband is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was duly authorized to executed the forgoing instrument as her free and voluntary act for the uses and purposes herein mentioned.

DATED this 14<sup>th</sup> day of February, 2013  
(SEAL)

Margery Swint  
Notary Public  
Print name: Margery Swint  
Residing at: Mount Vernon  
My commission expires: 4/8/14



201303060009  
Skagit County Auditor

GRANTORS:

SUSAN L CUSTANCE, as wife

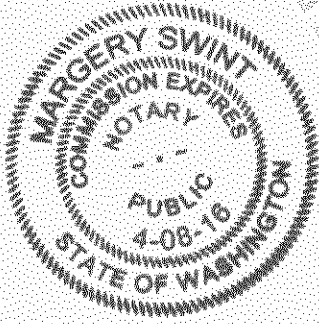
Susan L. Custance  
Date: Feb 14, 2013

STATE OF WASHINGTON }  
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that SUSAN L CUSTANCE, as wife, is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was duly authorized to executed the forgoing instrument as her free and voluntary act for the uses and purposes herein mentioned.

DATED this 14 day of February, 2013  
(SEAL)

Margery Swint  
Notary Public  
Print name: Margery Swint  
Residing at: Mount Vernon  
My commission expires: 4/8/16



**GRANTEE:**

DATED this 1 day of March, 2013.

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

~~Sharon D. Dillon, Chair~~

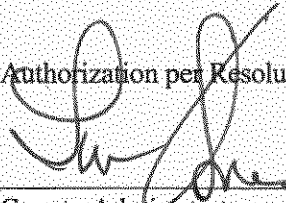
~~Ron Wesen, Commissioner~~

~~Kenneth A. Dahlstedt, Commissioner~~

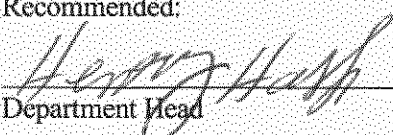
Attest:

~~Clerk of the Board~~

Authorization per Resolution R20050224

  
County Administrator

Recommended:

  
Department Head

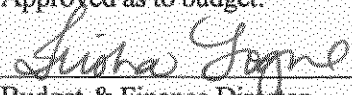
Approved as to form:

 2/21/13  
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

  
Risk Manager

Approved as to budget:

  
Budget & Finance Director



201303060009

Skagit County Auditor

**EXHIBIT "A"**

**P62221**

**TEMPORARY CONSTRUCTION EASEMENT LEGAL DESCRIPTION**

TEMPORARY EASEMENT COMMENCES WITHIN THE PLAT OF BINGHAM ACREAGE PLAT NO. 3864 BLOCK 2; ALONG THE SOUTH WESTERLY CORNER OF LOT LINE OF LOT 10 TO THE TRUE POINT OF BEGINNING; THENCE 275± FEET NORTHERLY ALONG WESTERLY LOT LINE OF LOT 10; WHICH IS THE TERMINUS OF THIS DESCRIPTION. TEMPORARY CONSTRUCTION EASEMENT SHALL BE 20 FEET IN WIDTH. ACCESS TO THE TEMPORARY EASEMENT IS REACHED VIA THE LANDOWNER'S PROPERTY.

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



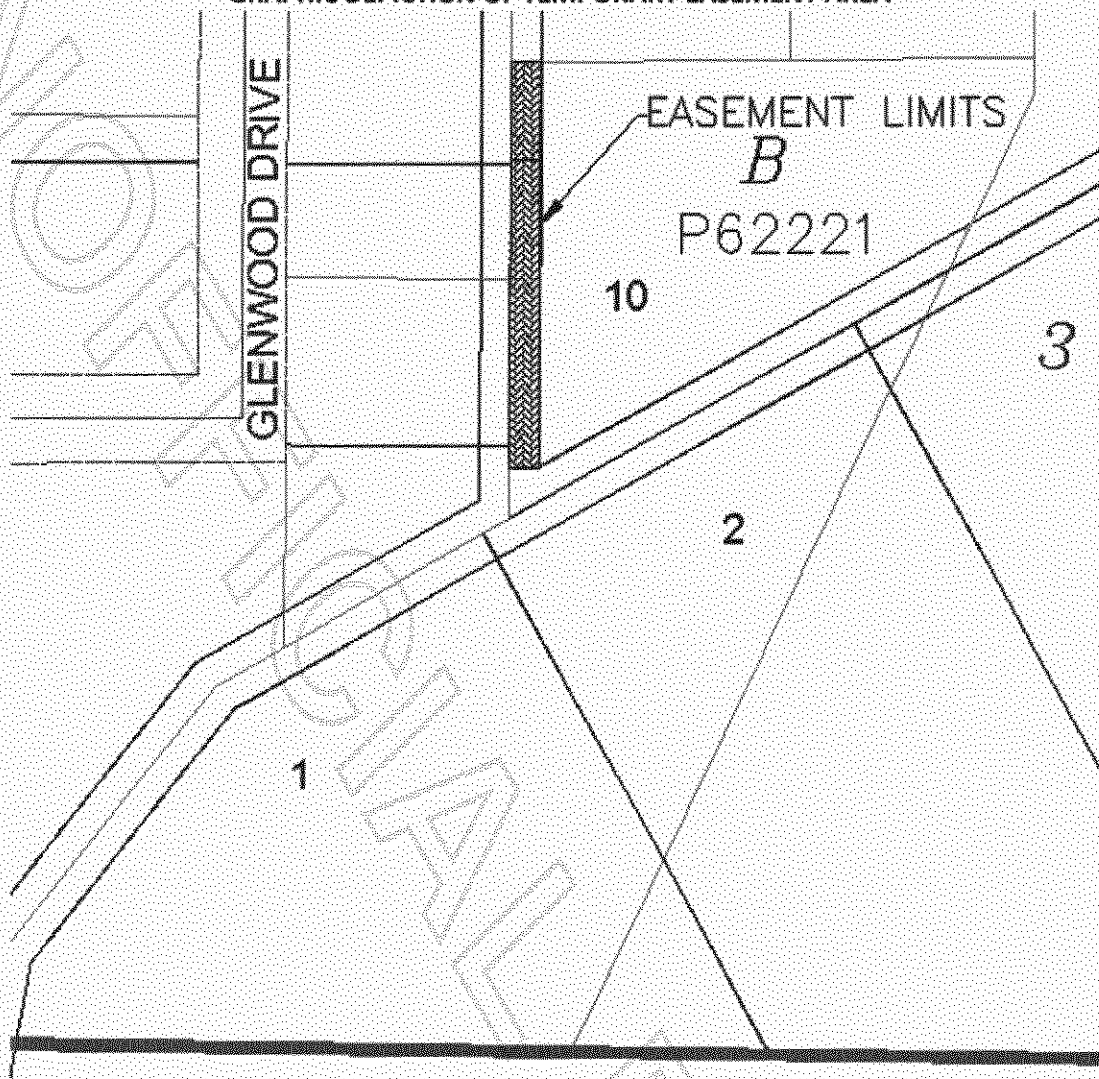
201303060009  
Skagit County Auditor



EXHIBIT "B"

P62221

GRAPHIC DEPICTION OF TEMPORARY EASEMENT AREA



201303060009

Skagit County Auditor



**EXHIBIT "C"**  
**P62221**  
**LEGAL DESCRIPTION OF GRANTORS' PROPERTY**

Tract B of Survey recorded in Volume 8 of Surveys, at pages 78 and 79, under Skagit County Auditor's File No. 8810270056; being a portion of Lots 1, 2, and 3 of Block 6 and Lots 8 and 10, Block 2, of "BINGHAM ACREAGE" as per plat recorded in Volume 4, page 24, records of Skagit County, Washington.

TOGETHER WITH a 20 foot non-exclusive Easement for ingress, egress and utilities as delineated on the face of said Survey and granted by instrument recorded December 14, 1998, under Auditor's File No. 9812140074, records of Skagit County, Washington.

EXCEPT that portion of Tract B shown on that certain survey for Avery N. Martin filed in Volume 8 of Surveys at page 78 under Auditor's File No. 8810270058, records of Skagit County, Washington described as follows:

Beginning at the Northwest corner of the Northeast ¼ of Section 11, Township 34 North, Range 4 East, W.M.;  
thence North 89°30'50" East, a distance of 752.50 feet to the Northerly extension of the East line of the County Road as conveyed to Skagit County by deed dated April 20, 1962 and recorded under Auditor's File No. 620549;  
thence South along the East line of said road, a distance of 903.45 feet to the angle point in the right of way line of said road;  
thence continuing South along the Southerly projection of the East line of said road, a distance of 129.22 feet to a point on the Westerly line of said Tract B and the point of beginning of this description;  
thence continuing on the Southerly projection of the East line of said County Road, a distance of 265.74 feet to the South line of the Plat of "BINGHAM ACREAGE" as per plat recorded in Volume 4, page 24, records of Skagit County, Washington;  
thence North 89°31'04" West along the South line of said plat, a distance of 192.40 feet to the Southwest corner of said Tract B;  
thence Northerly and Northeasterly along the Northwesterly line of said Tract B to the point of beginning of this description.

TOGETHER WITH that portion of Lots 1 and 2 of Block 6 of the plat of "BINGHAM ACREAGE" as per plat recorded in Volume 4, page 24, records of Skagit County, Washington described as follows:

Beginning at the Southeast corner of Tract B shown on that certain survey for Avery N. Martin filed in Volume 8 of Surveys at page 78, records of Skagit County, Washington, which point is on the South line of Lot 1 Block 6 of said Plat of "BINGHAM ACREAGE";  
thence South 89°31'04" East along the South line of said Plat of "BINGHAM ACREAGE," a distance of 176.00 feet;  
thence North 00°08'45" East a distance of 364.54 feet to a point on the Southeasterly line of said Tract B which is 403.87 feet from the Southeast corner thereof;  
thence South 25°58'50" West along the Southeasterly line of said Tract B, a distance of 403.87 feet to the point of beginning of this description.



EXHIBIT "C"

P62221

CONTINUED

LEGAL DESCRIPTION OF GRANTORS' PROPERTY

DESCRIPTION CONTINUED:

ALSO TOGETHER WITH an easement for installation, operation and maintenance of a water service line over the South 10 feet of the following described tract:

That portion of Lots 9 and 10, Block 1, "BINGHAM ACREAGE" as per plat recorded in Volume 4, page 24, records of Skagit County, Washington, and of the West ¼ of the vacated street adjacent thereto, described as follows:

Beginning at the North ¼ corner of Section 11, Township 34 North, Range 4 East, W.M.;  
thence North 89°30'50" East along the North line thereof, a distance of 909 feet to the centerline of said vacated road;  
thence South along said centerline, 600 feet to the point of beginning of this tract description;  
thence continue South along said centerline, 190 feet;  
thence South 89°30'50" West, a distance of 156.50 feet to the East line of a road;  
thence North along the East line of said road, a distance of 190 feet;  
thence North 89°30'50" East, a distance of 156.50 feet to the point of beginning of this tract description.

Situate in the County of Skagit, State of Washington.



**EXHIBIT "D"**  
**P62221**  
**PROJECT DESCRIPTION**

The proposed Project shall consist of constructing a new conveyance system to run in a north westerly direction. (Figure 1.)

The new conveyance system shall be constructed along the existing access drive to the existing residence located on Grantors' Property.



Figure 1.

Grantee's crews shall enter the Temporary Construction Easement via the existing driveway at Grantors' Property.

