



Skagit County Auditor \$80.00  
9/18/2014 Page 1 of 9 4:09PM

Recording Requested By And  
When Recorded Mail To:  
  
Skagit County  
Public Works Department  
Attn: Nikki Davis  
1800 Continental Place  
Mount Vernon, Washington 98273

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

SEP 18 2014

Amount Paid \$  
Skagit Co. Treasurer  
By *mam* Deputy

DOCUMENT TITLE: **TEMPORARY CONSTRUCTION EASEMENT**

REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*

GRANTOR(S): **Michael H. Jones and Marjorie N. Jones, husband and wife**

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

ASSESSOR'S TAX / PARCEL NUMBER(S): **P83270** (XrefID: 4482-000-001-0008)

ABBREVIATED LEGAL DESCRIPTION: **LELIA BUCK'S REPLAT LOT 74 LT A** (Complete LEGAL DESCRIPTION provided at *Exhibit "C"*).

**TEMPORARY CONSTRUCTION EASEMENT**

The undersigned, **Michael H. Jones and Marjorie N. Jones, husband and wife**, (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 Project, including but not necessarily limited to, the installation of a new Polyethylene twelve inch (12") outfall pipe (as further 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 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). 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 November 30, 2014, 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 H. Jones

Michael H. Jones  
Date: 8-21-14, 2014

Marjorie N. Jones

Marjorie N. Jones  
Date: 8-21-14, 2014

STATE OF WASHINGTON

COUNTY OF SKAGIT

} ss.

I certify that I know or have satisfactory evidence that **Michael H. Jones and Marjorie N. Jones, husband and wife**, are the person(s) who appeared before me, and said person(s) acknowledged that they signed this instrument, on oath stated that they executed the forgoing instrument as their free and voluntary act for the uses and purposes herein mentioned.

DATED this 21 day of August, 2014.  
(SEAL)

Samantha L. Clark  
Notary Public  
Print name: Samantha L. Clark  
Residing at: DAK HARBOR, WA  
My commission expires: 5/26/15



DATED this 16 day of September, 2014.

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

\_\_\_\_\_  
Ron Wesen, Chair

\_\_\_\_\_  
Kenneth A. Dahlstedt, Commissioner

\_\_\_\_\_  
Sharon D. Dillon, Commissioner

Attest:

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

\_\_\_\_\_  
Authorization per Resolution R20050224

\_\_\_\_\_  
County Administrator

Recommended:

\_\_\_\_\_  
Department Head

Approved as to form:

\_\_\_\_\_  
Civil Deputy Prosecuting Attorney

9/18/14

Approved as to indemnification:

\_\_\_\_\_  
Risk Manager

Approved as to budget:

\_\_\_\_\_  
Budget & Finance Director



**EXHIBIT "A"**  
**P83270**

**TEMPORARY CONSTRUCTION EASEMENT LEGAL DESCRIPTION**

An easement forty feet (40') in width, for purposes of installation of a new twelve inch (12") Outfall Pipe over and upon that certain strip of land, being a portion of Lot A of Lelia Buck's Replat of Lot 74, First Addition to Big Lake Waterfront Tracts, as per plat recorded in Volume 14 of Plats, pages 18 and 19, records of Skagit County, Washington, under Auditor's File No. 8606250005, being more particularly described as follows;

The Southwesterly forty feet (40') of the above mentioned Lot A, adjoining the Northeasterly Right of Way line of West Big Lake Boulevard.

**Situate in Skagit County, State of Washington.**



EXHIBIT "B"  
P83270

GRAPHIC DEPICTION OF TEMPORARY CONSTRUCTION EASEMENT AREA

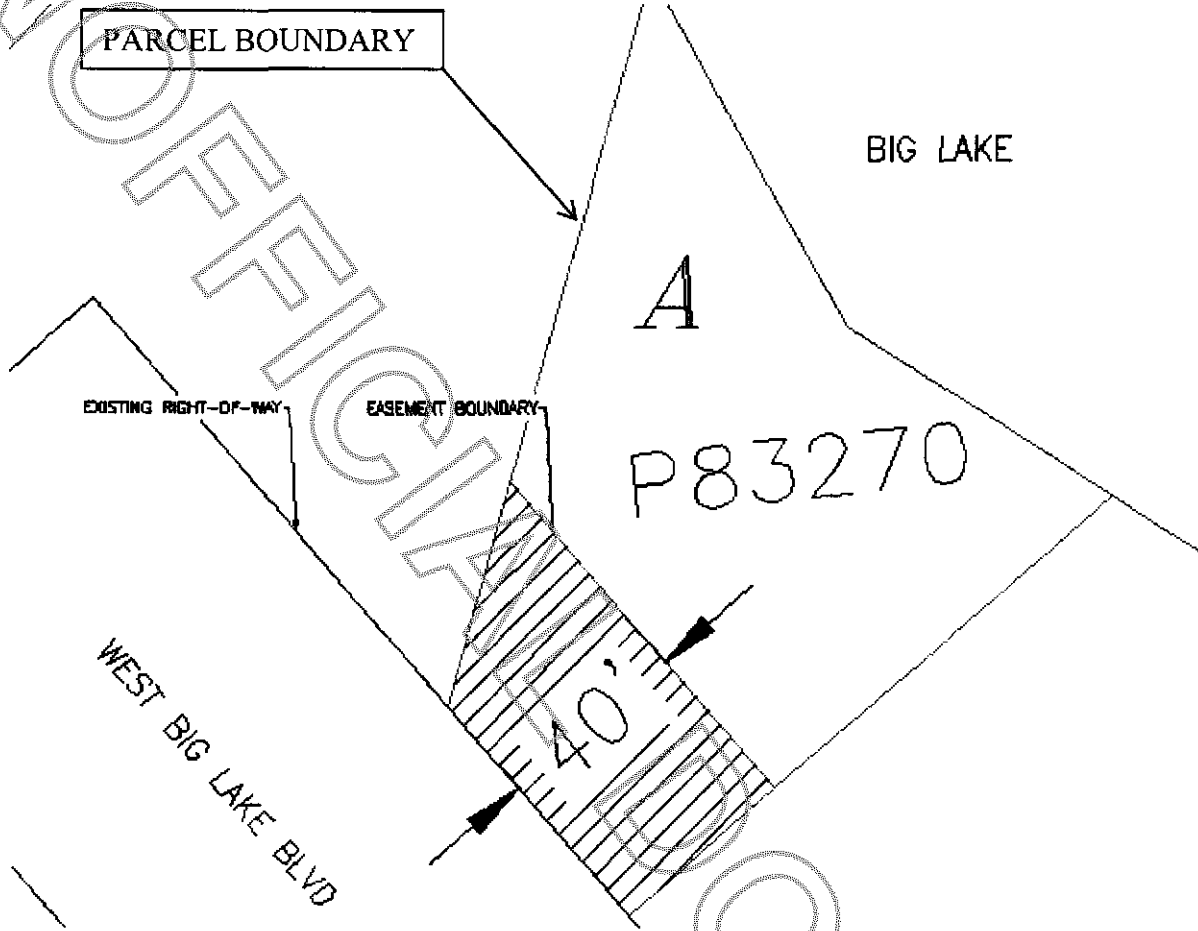


EXHIBIT "C"

P83270

LEGAL DESCRIPTION OF GRANTORS' PROPERTY

Lots "A" and "D", "LELIA BUCK'S REPLAT OF LOT 74, FIRST ADDITION TO BIG LAKE WATERFRONT TRACTS", as per plat recorded in Volume 14 of Plats, pages 18 and 19, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.



201409180087

Exhibit "D"  
PROJECT DESCRIPTION

The Project shall include:

- Removal of existing landscaping (See Figure 1.)
- Placement of new Polyethylene 12 Inch Outfall pipe. Pipe shall be connected to existing 12 inch corrugated metal pipe. (See Figure 2.)
- New Polyethylene Outfall pipe shall extend to existing conveyance system. (See Figure 3)
- Surrounding grounds that may be disturbed during Project construction shall be returned to a substantially similar condition as existed prior to the commencement of Project work. Hydroseeding may be performed as needed

Figure 1.



Figure 2.

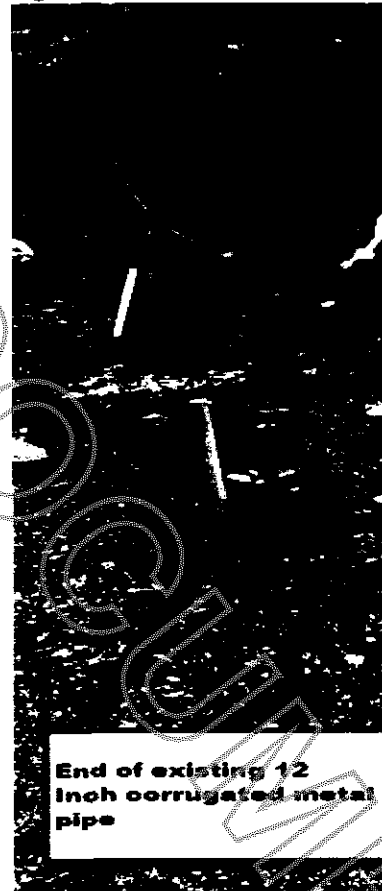




Figure 3.

