



202212200020

12/20/2022 12:56 PM Pages: 1 of 8 Fees: \$210.50
Skagit County Auditor

Recording Requested By And FILED FOR RECORD AT THE
REQUEST OF/RETURN TO:

Skagit County
Facilities Management Department
1800 Continental Place
Mount Vernon, Washington 98273

And

City of Mount Vernon
Public Works Department
910 Cleveland Avenue
Mount Vernon, Washington 98273

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

DEC 19 2022

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

DOCUMENT TITLE: TEMPORARY CONSTRUCTION EASEMENT

REFERENCE NUMBER OF RELATED DOCUMENT: Not Applicable

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

**GRANTEE(S): City of Mount Vernon, a Washington municipal corporation .
Lydig Construction, Inc.**

**ASSESSOR'S TAX / PARCEL NUMBER(S): P54162(XrefID:3755-004-005-0008),
P54161(XrefID:3755-004-004-0009), P54163(XrefID:3755-004-005-0107).**

ABBREVIATED LEGAL DESCRIPTION: The North 64 ft of Lot 5, Blk 4, "RIVERSIDE
ADDITION TO MOUNT VERNON", Recorded in Volume 3 of Plats, Pg 24, records of Skagit
County, WA, Survey AF#201512210038; The south 64 feet of lot 5, block 4, 'RIVERSIDE
ADDITION TO THE TOWN OF MOUNT VERNON', according to the plat recorded in volume 2
of plats, page 78, and in volume 3 of plats, page 24, records of Skagit County, Washington.
survey af#201512210038. Lot 3, except the west 28 feet thereof, and all of lot 4, block 4,
RIVERSIDE ADDITION TO MOUNT VERNON, recorded in volume 3 of plats, page 24, records
of Skagit County, Washington. survey af#200408030160. survey af#201512210038. Situate in
the City of Mount Vernon, County of Skagit, State of Washington. .

TEMPORARY CONSTRUCTION EASEMENT

The undersigned, **Skagit County**, a political subdivision of the State of Washington, ("Grantor")
and **City of Mount Vernon**, a Washington municipal corporation and Lydig Construction, Inc.,
("Grantee"); for good and valuable consideration, receipt and sufficiency of which is hereby
acknowledged, hereby conveys, grants, transfers, and delivers a temporary, nonexclusive
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:

SKAGIT COUNTY
Contract # C20220570
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1. Nature, Location and Use 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, contractors, subcontractors, consultants, subcontractors, subconsultants, materialmen, suppliers, workers, successors, agents, and assigns 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"*, attached hereto and incorporated herein by this reference, for the purpose of providing a temporary construction easement (and any related appurtenances thereto) to be used at Grantee's sole risk, for construction of the Library Commons Project (the Project) fully set forth in the Public Works Contract with Lydig Construction for the construction of the Library Commons Project in Public Works Contract Project No: 2022-RFP-013 (The Commons Contract). This Temporary Easement is granted for vehicular and pedestrian ingress and egress to and from the Temporary Easement area and for Grantee's use to do all things reasonably necessary to stage materials to construct and install the Project including, but not limited to, the transport, stockpiling, staging, and storage of construction materials, soil, equipment and vehicles. Upon expiration of the Temporary Easement, Grantee, at its sole cost and expense, shall restore the Temporary Easement area to substantially the same condition it was in prior to Grantee's use. Grantee shall not leave any rubbish, or debris, on or about the Temporary Easement Property. Grantee is specifically prohibited from storing or bringing any construction spoils including any soils or other organic material from construction site of the Project onto the Temporary Easement Property. In no event may any use of the Temporary Easement area by the City and its contractors, consultants, subcontractors, subconsultants, materialmen, suppliers, workers, successors, agents, and assigns thereof violate any applicable law, rule or regulation relating to the Temporary Easement.

2. Hold Harmless, Defense, Indemnification. Grantee hereby unconditionally releases and forever discharges and holds harmless the Grantor (including the Grantor's elected officials, employees, volunteers, officers, contractors and/or agents, in both their official and individual capacities) from any and all claims, counterclaims, demands, judgments, debts, costs, liabilities, expenses, suits, and proceedings of any kind and nature, as arising from and/or related to the use of the Temporary Easement. Notwithstanding anything to the contrary contained herein Grantee shall have all rights to enforce any term and condition set forth in the Temporary Easement. Grantee and Grantor additionally agree to maintain the required insurance and responsible for their respective actions and indemnify each other as detailed in paragraph 2.3 and 7 of the Cooperative Agreement between the City of Mount Vernon, Skagit County and Lydig Construction, Inc., for Temporary County Parking Mitigation and Construction Staging for the Library Commons Project.

It is further provided that no liability shall attach to the Grantor by reason of entering into this Temporary Easement except as expressly provided herein. To the maximum extent allowed by law, the Grantee hereby releases and holds harmless the Grantor for any liability and/or damage arising from and/or related to the Grantor's duties and obligations pursuant to the terms of this Temporary Easement.

3. Termination of Temporary Easement. This Temporary Easement shall expire and terminate at such time as the Grantee has Substantially Completed the Project as the term is defined in the Commons Contract or shall otherwise expire by its own terms and terminate on January 1, 2025, whichever is sooner. Upon termination of this Temporary Agreement, all covenants in this instrument are released (other than Grantee's restoration obligations set forth in Paragraph 1, Grantee's obligations set forth in Paragraph 4, and the cost recovery provision set forth in Paragraph 2) and the Temporary Easement area shall be considered free and clear of any restriction or any right or privilege attaching to the grant of the Temporary Easement set

forth in this Agreement. Upon request by Grantor following the term of the Agreement described above, Grantee shall execute any documents reasonably requested by Grantor to confirm the termination of this Agreement.

4. Survival. The terms of Section 1, 2, 4, and 5 of this Temporary Easement Agreement shall survive any expiration of this Temporary Easement and/or any termination or revocation of this Temporary Easement by Grantor, and such section(s) shall continue in full force and effect.

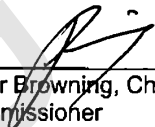
5. Governing Law; Venue. This Temporary Easement shall be construed under the laws of the State of Washington. It is agreed by the parties that the venue for any legal action brought under or relating to the term of this Temporary Easement shall be in Skagit County, State of Washington.

6. 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 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.

GRANTOR

DATED this 19 day of December, 2022.

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



Peter Browning, Chair Lisa Janicki,
Commissioner



Ron Wesen, Commissioner



Lisa Janicki, Commissioner

Attest:



Linda Hammar
Clerk of the Board

Authorization per Resolution R20050224:

Recommended:

Ken Hansen
Department Head

County Administrator

Approved as to form:

M. Mello
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Bonnie Beddell
Risk Manager

Approved as to budget:

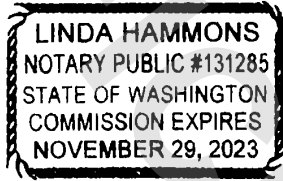
Lisha Yegor
Budget & Finance Director

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that Lisa Janicki, Ron Wesen and/or Peter Browning is/are the person(s) who appeared before me, and said person(s) acknowledged that she/he/they signed this instrument, on oath stated that she/he/they was/were authorized execute the instrument and acknowledged it as Commissioner(s) of Skagit County, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

DATED this 19 day of December, 2022.

(SEAL)



Linda Hammons
Notary Public
Print name: Linda Hammons
Residing at: Skagit County, WA
My appointment expires: 11-29-2023

DATED this 15th day of Dec, 2022

GRANTEE:

City of Mount Vernon, a Washington municipal corporation.

BY: [Signature]
Printed Name: Jill Boudreau
Title: Mayor

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that **Jill Boudreau**, as the **Mayor** of the **City of Mount Vernon**, a Washington municipal corporation, 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 duly authorized free and voluntary act for the uses and purposes herein mentioned.

DATED this 15th day of December, 2022.



Kerri A. Grechishkin
Notary Public
Print name: Kerri A. Grechishkin
Residing at: Mount Vernon, WA
My commission expires: 5/11/23

DATED this 15 day of December, 2022

GRANTEE:

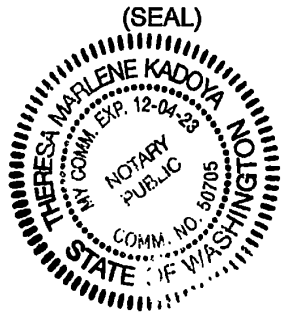
Lydig Construction, Inc.

BY: *Alex Carey*
Printed Name: Alex Carey
Title: Project Manager

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that Alex Carey, as the Project Manager of the **Lydig Construction, Inc**, a Washington corporation, is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she executed the forgoing instrument as his/her duly authorized free and voluntary act for the uses and purposes herein mentioned.

DATED this 15 day of December, 2022.



Theresa Marlene Kadoya
Notary Public
Print name: Theresa Marlene Kadoya
Residing at: Spokane, WA
My commission expires: 12-04-2023

EXHIBIT "A"

TEMPORARY CONSTRUCTION EASEMENT AREA

A TEMPORARY CONSTRUCTION EASEMENT BEING AN AREA OF approximately 17,275 sq ft described as follows:

The North 64 ft of Lot 5, Blk 4, "RIVERSIDE ADDITION TO MOUNT VERNON", Recorded in Volume 3 of Plats, Pg 24, records of Skagit County, WA, Survey AF#201512210038; and

The South 64 feet of lot 5, block 4, 'RIVERSIDE ADDITION TO THE TOWN OF MOUNT VERNON', according to the plat recorded in volume 2 of plats, page 78, and in volume 3 of plats, page 24, records of Skagit County, Washington. Survey AF#201512210038; and

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Situate in the City of Mount Vernon, County of Skagit, State of Washington