

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 Auditor \$79.00
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DOCUMENT TITLE: TEMPORARY CONSTRUCTION EASEMENT

REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*

GRANTOR(S): Angela L. Cotes, as an individual

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

ASSESSOR'S TAX / PARCEL NUMBER(S): ~~P74783~~ (XrefID: 4138-005-012-0010)

ABBREVIATED LEGAL DESCRIPTION: Section 01, Township 34N, Range 04E (Complete LEGAL DESCRIPTION provided at *Exhibit "C"*).

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

FEB 18 2015

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

TEMPORARY CONSTRUCTION EASEMENT

The undersigned, **Angela L. Cotes**, as an individual, (referred to individually herein as "Grantor") 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. 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:

1. Nature and Location 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, and contractors over, upon, across, through, a portion of real property located within and upon Grantor's 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 construction of a new open conveyance and installation of two (2) Polyethylene twelve inch (12") access culvert (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 Grantor's 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 Grantor's 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). Grantor shall not have the right to exclude Grantee, Grantee's employees, agents, contractors, or other third parties from the Temporary Easement. Grantor 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 Grantor recognizes and agrees that the Project may result in drainage impacts to Grantor's Property (including, but not necessarily limited to, changes in the flow of water at Grantor's Property). Grantor specifically recognizes and agrees that the Grantee is not responsible or liable for any drainage impacts or damage to Grantor's Property resulting from the Project and/or this Temporary Easement. Grantor releases and holds harmless Grantee from any drainage impacts or damage to Grantor's Property resulting from and/or related to the Project or this Temporary Easement. The Grantor specifically recognizes and agrees 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) Grantor's 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. Grantor 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 June 30, 2015, 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.



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\$78.00

GRANTOR:

Angela L. Cotes
Date: 1-27-15, 20
Angela L. Cotes

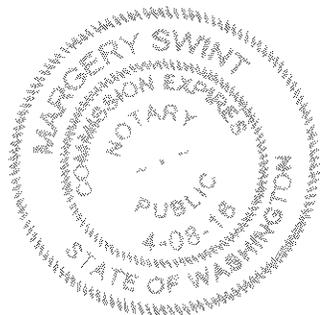
STATE OF WASHINGTON

COUNTY OF Skagit } SS

I certify that I know or have satisfactory evidence that **Angela L. Cotes**, as an individual, is the person(s) who appeared before me, and said person(s) 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 27 day of January, 2015
(SEAL)

Margery Swint
Notary Public
Print name: Margery Swint
Residing at: 1st Street
My commission expires: 4/8/16



DATED this 13 day of February, 2015.

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

Kenneth A. Dahlstedt, Chair

Lisa Janicki, Commissioner

Ron Wesen, Commissioner

Attest:

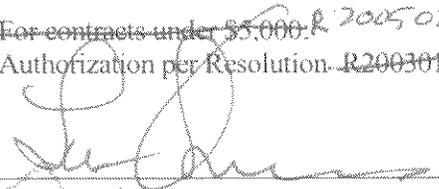
Clerk of the Board

~~For contracts under \$5,000. R 20050224~~
~~Authorization per Resolution R20030146~~

Recommended:



Department Head



County Administrator

Approved as to form:



Civil Deputy Prosecuting Attorney

Approved as to indemnification:



Risk Manager

Approved as to budget:



Budget & Finance Director



201502190073

EXHIBIT "A"

P74783

TEMPORARY CONSTRUCTION EASEMENT LEGAL DESCRIPTION

A TEMPORARY CONSTRUCTION EASEMENT, FOR THE PURPOSE OF CONSTRUCTION OF A NEW DRAINAGE CONVEYANCE, SHALL COMMENCE WITHIN LOTS 10 AND 11, BLOCK 5, "PLAT OF CLEAR LAKE, SKAGIT COUNTY, WASHINGTON" AS PER PLAT RECORDED IN VOLUME 4 OF PLATS, PAGES 22 AND 23, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SAID EASEMENT SHALL BE A WIDTH OF TWENTY FIVE (25) ALONG WESTERN LOT LINE OF LOT 10; AND THE NORTH HALF OF SAID LOTS 10 AND 11 WITHIN THE FOLLOWING DESCRIPTION:

LOT 12, EXCEPT THE SOUTH 10 FEET THEREOF, ALL OF LOTS 10 AND 11, BLOCK 5, "PLAT OF CLEAR LAKE, SKAGIT COUNTY, WASHINGTON", AS PER PLAT RECORDED IN VOLUME 4 OF PLATS, PAGES 22 AND 23, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATE IN SKAGIT COUNTY, STATE OF WASHINGTON.



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\$79.00

EXHIBIT "B"
P74783
GRAPHIC DEPICTION OF TEMPORARY CONSTRUCTION EASEMENT AREA

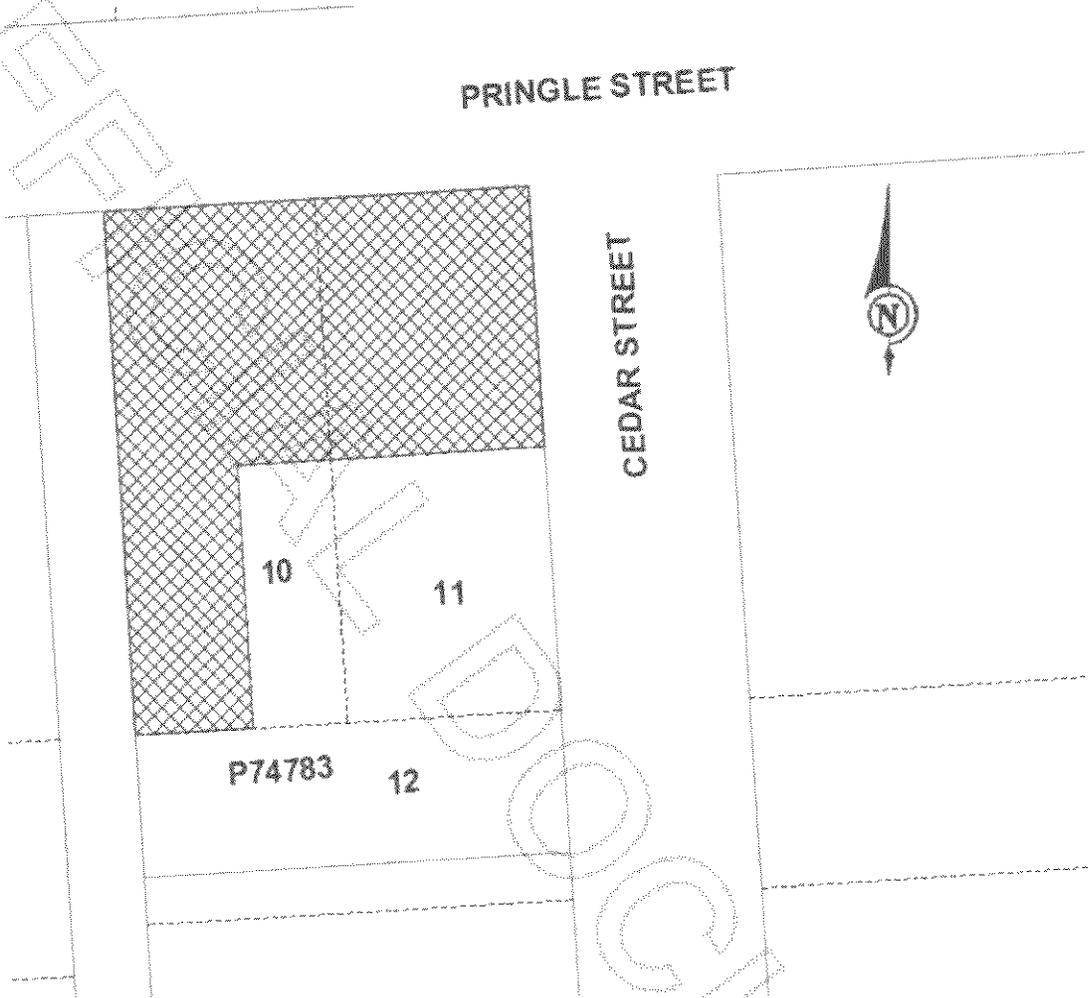


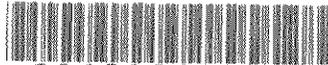
EXHIBIT "C"

P74783

LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

Lot 12, EXCEPT the South 10 feet thereof, all of Lots 10 and 11, Block 5,
"PLAT OF CLEAR LAKE, SKAGIT COUNTY, WASHINGTON", as per plat recorded in
Volume 4 of Plats, pages 22 and 23, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.



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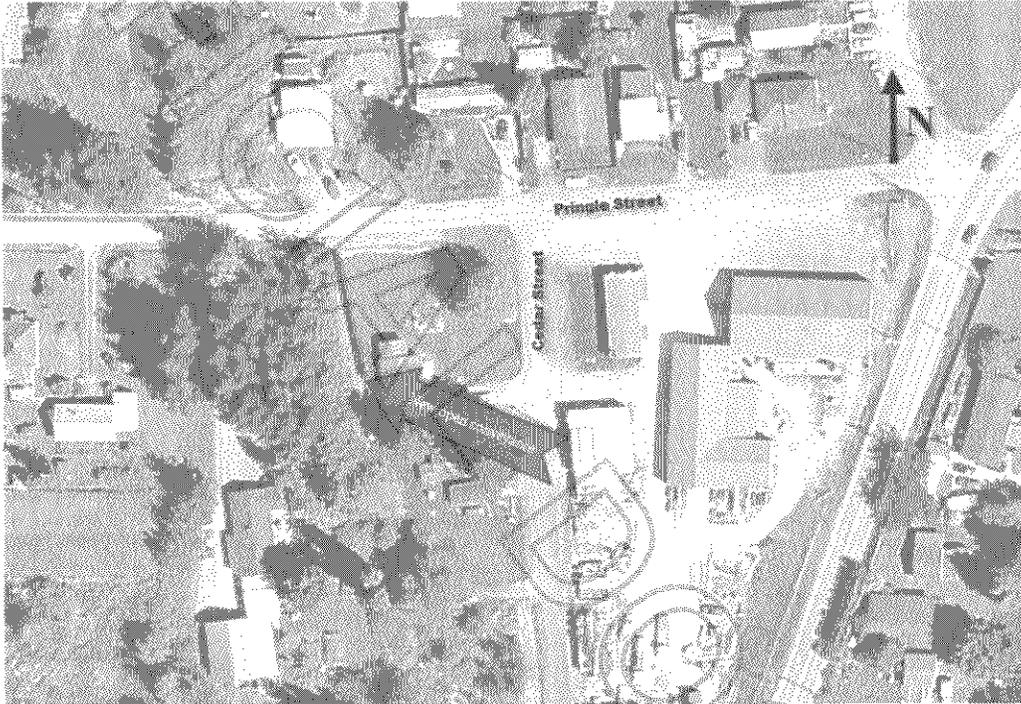
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Exhibit "D"
PROJECT DESCRIPTION

The Project shall include:

- Construction of new open conveyance to be graded to allow flow into existing roadside ditch to the north.
- Surrounding grounds that may be disturbed during Project construction may be returned to a substantially similar condition as existed prior to the commencement of Project work. Hydroseeding may be performed as needed



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