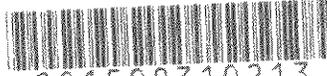


Recording Requested By And  
When Recorded Mail To:

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



Skagit County Auditor 8/31/2015 Page 1 of 8 3:54PM \$79.00

**DOCUMENT TITLE: TEMPORARY CONSTRUCTION EASEMENT**

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

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

AUG 31 2015

**GRANTOR(S): Daryl D. Deitz and Patty J. Kellog Deitz, as husband and wife**

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

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

**ASSESSOR'S TAX / PARCEL NUMBER(S): P35255 (XrefID: 350332-3-005-0510)**

**ABBREVIATED LEGAL DESCRIPTION:** Section 32, Township 35N, Range 03E, SW ¼ (Complete LEGAL DESCRIPTION provided at *Exhibit "C"*)

**TEMPORARY CONSTRUCTION EASEMENT**

The undersigned, **Daryl D. Deitz and Patty J. Kellog Deitz**, as husband and wife, (referred to herein as "Grantors") and **Skagit County**, a political subdivision of the State of Washington (referred to 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 repair of an existing open drainage conveyance (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 December 31, 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.

GRANTORS:

Daryl D. Deitz  
Date: Aug 14, 2015  
Daryl D. Deitz

Patty J. Kellogg Deitz  
Date: Aug. 14,, 2015  
Patty J. Kellogg Deitz

STATE OF WASHINGTON

COUNTY OF SKAGIT

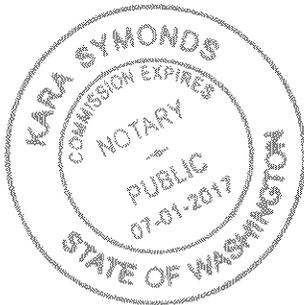
ss.

I certify that I know or have satisfactory evidence that **Daryl D. Deitz** and **Patty J. Kellogg Deitz**, as husband and wife, is 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 14 day of AUGUST, 2015.  
(SEAL)

Kara Symonds  
Notary Public  
Print name: Kara Symonds  
Residing at: SKAGIT

My commission expires: 7-1-2017



DATED this 27 day of August, 2015.

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

\_\_\_\_\_  
Kenneth A. Dahlstedt, Chair

\_\_\_\_\_  
Lisa Janicki, Commissioner

\_\_\_\_\_  
Ron Wesen, Commissioner

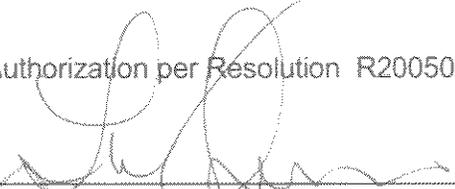
Attest:

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

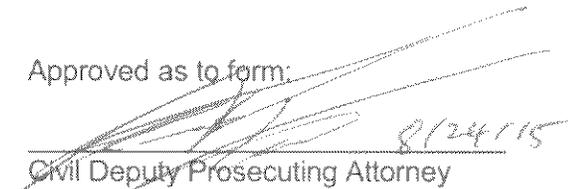
Authorization per Resolution R20050224

Recommended:

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

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

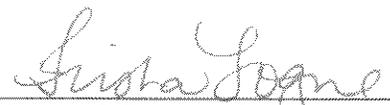
Approved as to form:

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

Approved as to indemnification:

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

Approved as to budget:

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

**EXHIBIT "A"**  
**P35255**

**TEMPORARY CONSTRUCTION EASEMENT LEGAL DESCRIPTION**

A TEMPORARY CONSTRUCTION EASEMENT BEING A WIDTH OF THIRTY (30') FEET, FOR THE PURPOSE OF REPAIR ON AN EXISTING OPEN DRAINAGE CONVEYANCE WITHIN PARCEL NUMBER P35255 MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING WITHIN SHORT PLAT 91-05, AUDITOR'S FILE NUMBER 9104110049, AND BEING A PORTION OF THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 35 N, RANGE 3 E THENCE; SOUTH 89 59'41" EAST ALONG SOUTHERN RIGHT-OF-WAY LINE OF COUNTY ROAD KNOWN AS MARIHUGH ROAD FOR A DISTANCE OF ±550 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 00 00'51" EAST FOR A DISTANCE OF ±390 FEET THENCE; SOUTH 89 59'41" EAST FOR A DISTANCE OF ±30 FEET THENCE; NORTH 00 00'51" WEST FOR A DISTANCE OF ±390 FEET THENCE; SOUTH 89 59'41" EAST FOR A DISTANCE OF ±30 FEET WHICH IS THE TERMINUS OF SAID EASEMENT.

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

EXHIBIT "B"  
P35255  
GRAPHIC DEPICTION OF TEMPORARY CONSTRUCTION EASEMENT AREA

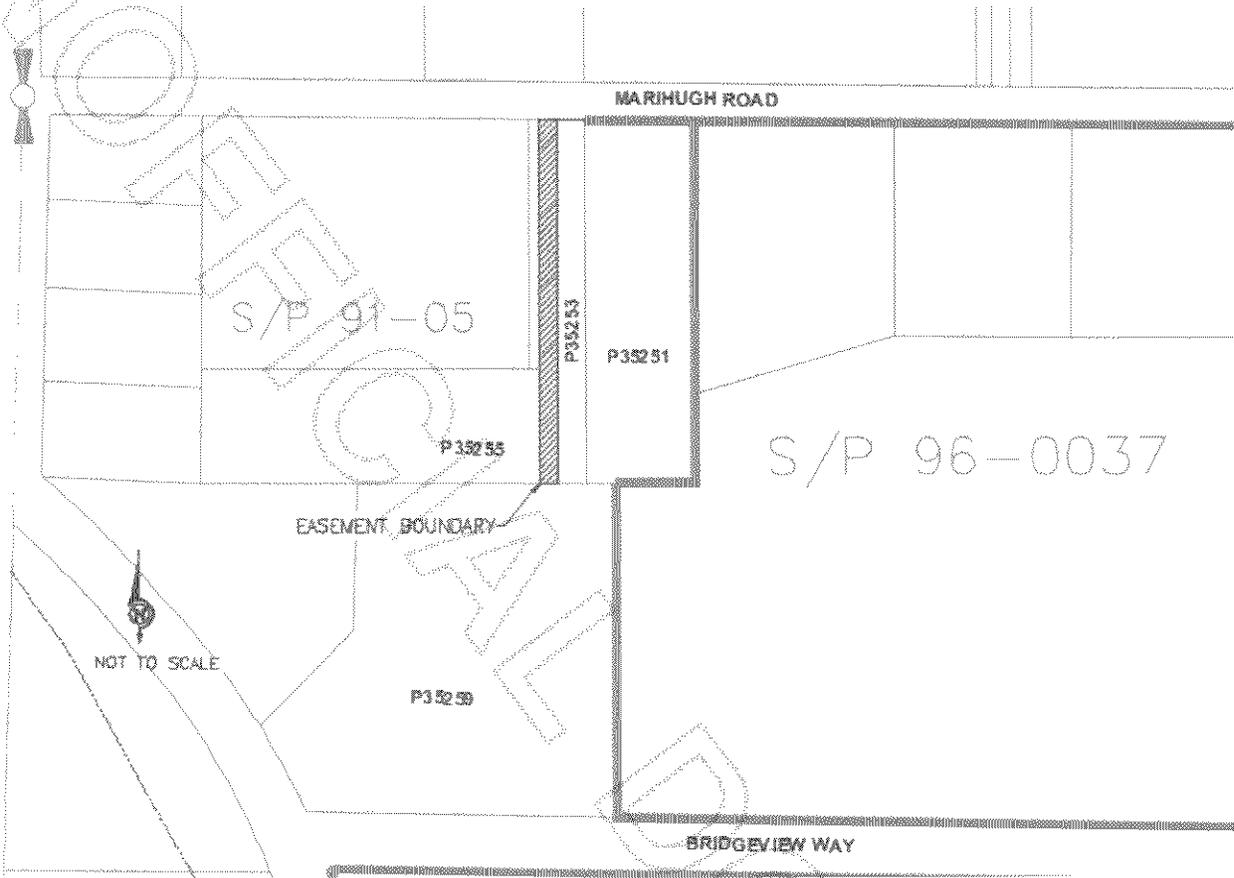


EXHIBIT "C"  
P35255  
LEGAL DESCRIPTION OF GRANTORS' PROPERTY

SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON: THE SOUTH 120 FEET AND THE EAST 30 FEET OF THE FOLLOWING DESCRIBED PROPERTY: THE NORTH 420 FEET OF THE NORTH WEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 35 NORTH, RANGE 3 EAST, W.M., EXCEPT THE EAST 745 FEET THEREOF, EXCEPT THE WEST 190 FEET THEREOF AND EXCEPT THE MARIHUGH COUNTY ROAD ALONG THE NORTH LINE THEREOF. (SAID PROPERTY TO BE A TRACT OF A SHORT PLAT TO BE RECORDED).

BEING THE SAME PROPERTY AS CONVEYED BY DEED RECORDED IN INSTRUMENT NO: 9006050129 OF THE SKAGIT COUNTY, WASHINGTON RECORDS.

ABBREVIATED LEGAL: -S 32, T35N, R3E, W.M. DEED NO: 9006050129, PARCEL NO:P-35255

ALSO: SITUATED IN THE COUNTY OF SKAGIT STATE OF WASHINGTON TO-WIT:

LOT 2 SKAGIT COUNTY SHORT PLAT 91-5 APPROVED APRIL 4, 1991 AND RECORDED APRIL 11, 1991 UNDER AUDITOR'S FILE NO. 9104110049. BEING A PORTION OF THE NORTH 420 FEET OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 35 NORTH RANGE 3 EAST W.M.

BEING THE SAME PROPERTY AS CONVEYED BY DEED RECORDED IN INSTRUMENT NO: 9308300141 OF THE SKAGIT COUNTY, WASHINGTON RECORDS.

ABBREVIATED LEGAL: LOT 2, PLAT 91-5, AUDITOR'S FILE NO: 9104110049, SEC 32, T35N, R3 EAST W.M. DEED NO: 9308300141, PARCEL NO:

SUBJECT TO ALL EASEMENTS, COVENANTS, CONDITIONS, RESERVATIONS, LEASES AND RESTRICTIONS OF RECORD, ALL LEGAL HIGHWAYS, ALL RIGHTS OF WAY, ALL ZONING, BUILDING AND OTHER LAWS, ORDINANCES AND REGULATIONS, ALL RIGHTS OF TENANTS IN POSSESSION, AND ALL REAL ESTATE TAXES AND ASSESSMENTS NOT YET DUE AND PAYABLE.

Exhibit "D"  
PROJECT DESCRIPTION

The Project shall include:

- Repair of an existing open drainage conveyance.
- Surrounding grounds that may be disturbed during Project construction including existing access drive surface, may be returned to a substantially similar condition as existed prior to the commencement of Project work. Hydroseeding may be performed as needed.

