



Skagit County Auditor \$79.00
10/5/2015 Page 1 of 8 3:57PM

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

OCT 02 2015

Amount Paid \$
Skagit Co. Treasurer
By *Nikki Davis* Deputy

DOCUMENT TITLE: **TEMPORARY CONSTRUCTION EASEMENT**

REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*

GRANTOR(S): **Angel O. Lomuntad and Heide M. Lomuntad**, as husband and wife

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

ASSESSOR'S TAX / PARCEL NUMBER(S): **P35261** (XrefID: 350332-3-007-0005)

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

TEMPORARY CONSTRUCTION EASEMENT

The undersigned, **Angel O. Lomuntad and Heide M. Lomuntad**, 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 construction of a new open conveyance along with installation of a twelve (12") inch corrugated polyethylene outlet 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 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). 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:

[Signature]
Date: 9-18-, 2015
Angel O. Lomuntad

[Signature]
Date: 9-18-, 2015
Heide M. Lomuntad

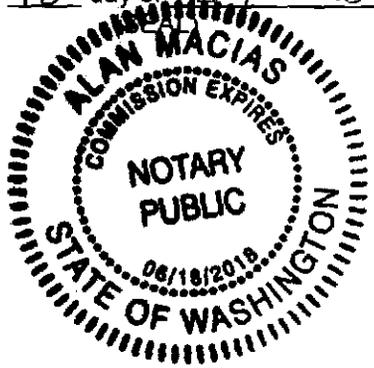
STATE OF WASHINGTON

COUNTY OF Skagit

ss.

I certify that I know or have satisfactory evidence that **Angel O. Lomuntad and Heide M. Lomuntad**, 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 18 day of September, 2015.



[Signature]
Notary Public
Print name: Alan Macias
Residing at: Sedro Woolley
My commission expires: 08/18/2018

DATED this 1 day of October, 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:

County Administrator

Department Head

Approved as to form:

Civil Deputy Prosecuting Attorney

9/22/15

Approved as to indemnification:

Risk Manager

Approved as to budget:

Budget & Finance Director

EXHIBIT "A"
P35261

TEMPORARY CONSTRUCTION EASEMENT LEGAL DESCRIPTION

A TEMPORARY CONSTRUCTION EASEMENT BEING A WIDTH OF THIRTY (30') FEET, FOR THE PURPOSE OF CONSTRUCTION OF A NEW DRAINAGE CONVEYANCE AND INSTALLATION OF A TWELVE (12") INCH POLYETHYLENE OUTLET PIPE WITHIN PARCEL NUMBER P35261 MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING WITHIN SHORT PLAT 96-0037, LOT 4, AUDITOR'S FILE NUMBER 199908110067, 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 ±720 FEET THENCE; SOUTH 00 25'03" EAST FOR A DISTANCE OF ±390 FEET THENCE; NORTH 89 34'24" WEST FOR A DISTANCE OF ±80 FEET TO THE TRUE POINT OF BEGINNING; THENCE; SOUTH 00 25'03" WEST FOR A DISTANCE OF ±352 FEET THENCE; SOUTH 89 34'24" EAST FOR A DISTANCE OF ±30 FEET THENCE; NORTH 00 25'03" EAST FOR A DISTANCE OF ±352 FEET THENCE; NORTH 89 34'24" WEST FOR A DISTANCE OF ±30 FEET WHICH IS THE TERMINUS OF SAID EASEMENT.

SITUATE IN SKAGIT COUNTY, STATE OF WASHINGTON.

EXHIBIT "B"
P35261
GRAPHIC DEPICTION OF TEMPORARY CONSTRUCTION EASEMENT AREA

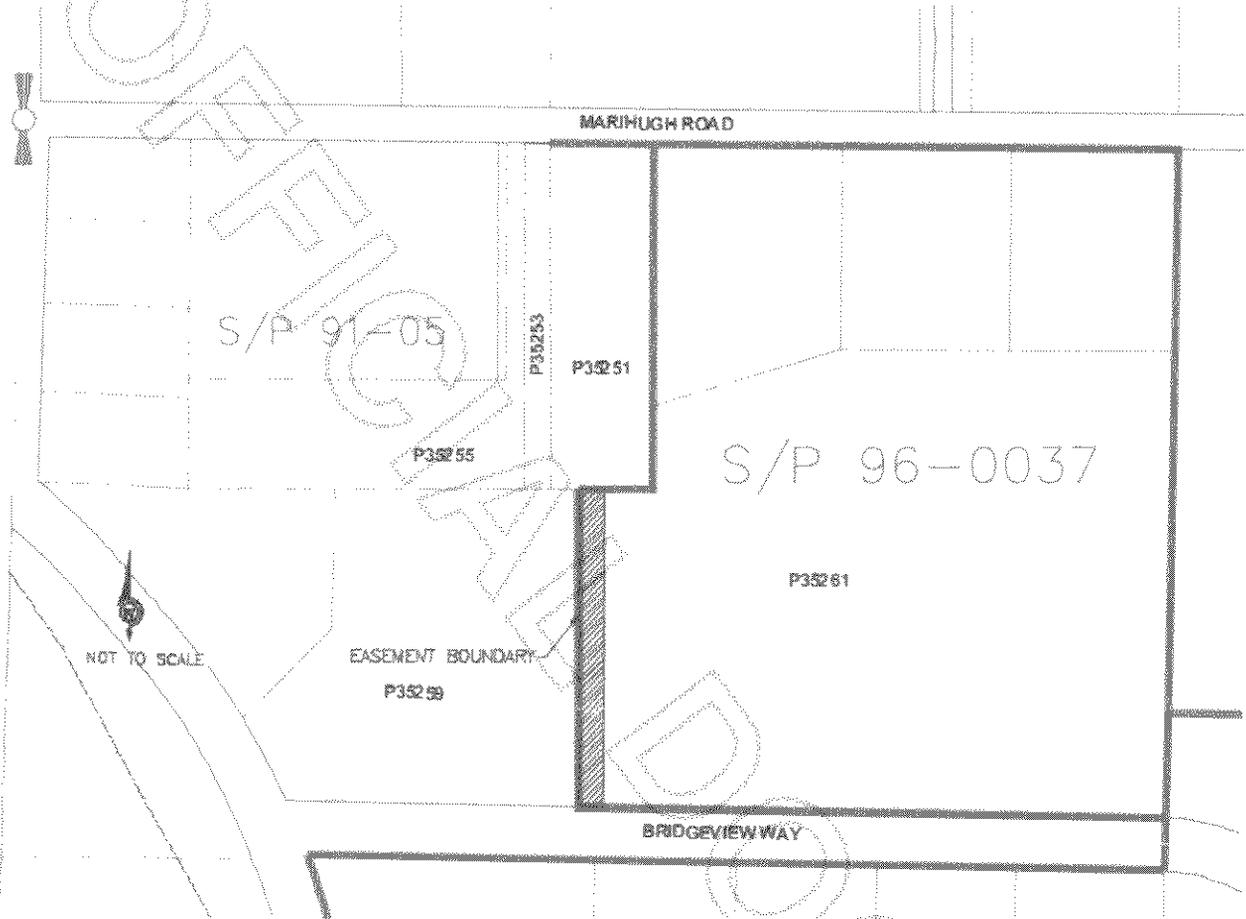


EXHIBIT "C"
P35261
LEGAL DESCRIPTION OF GRANTORS' PROPERTY

THE FOLLOWING REAL PROPERTY, SITUATED IN THE COUNTY OF SKAGIT, IN THE STATE OF WASHINGTON, DESCRIBED AS:

LOTS 1, 2, 3 AND 4, OF SHORT PLAT NO. 96-0037, APPROVED AUGUST 11, 1999, RECORDED AUGUST 11, 1999, AS AUDITOR'S FILE NO. 199908110067, RECORDS OF SKAGIT COUNTY, WASHINGTON, AND BEING A PORTION OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 32, TOWNSHIP 35 NORTH, RANGE 3 EAST, W.M.;

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

THE PROPERTY IS CONVEYED WITH ALL RIGHTS, PRIVILEGES AND APPURTENANCES AND SUBJECT TO ALL EASEMENTS, ENCROACHMENTS, RESTRICTIONS AND RESERVATIONS AS OF RECORD MAY APPEAR.

APN / PARCEL #: P35261

Exhibit "D"
PROJECT DESCRIPTION

The Project shall include:

- Installation of a new open drainage conveyance along with a new 12 inch polyethylene outlet pipe.
- 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.

