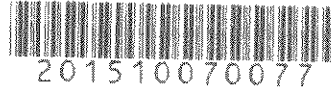


Recording Requested By And  
When Recorded Mail To:

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



201510070077  
Skagit County Auditor \$79.00  
10/7/2015 Page 1 of 8 4:09PM

DOCUMENT TITLE: **TEMPORARY CONSTRUCTION EASEMENT**

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*

OCT 07 2015

GRANTOR(S): **Jay Overway** and **Nancy Overway**, 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): **P71140** (XrefID: 4069-001-006-0002)

ABBREVIATED LEGAL DESCRIPTION: Section 31, Township 35N, Range 03E, SE ¼ (Complete  
LEGAL DESCRIPTION provided at *Exhibit "C"*).

### TEMPORARY CONSTRUCTION EASEMENT

The undersigned, **Jay Overway** and **Nancy Overway**, 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, removal of approximately one hundred three feet (103') of existing drainage pipe, along with removal of an existing catch basin structure (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. Grantors recognize and agree that the Project will not alter or impair access to the Grantors' Property. 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: 9/10, 2015  
Jay Overway

[Signature]  
Date: 9/17, 2015  
Nancy Overway

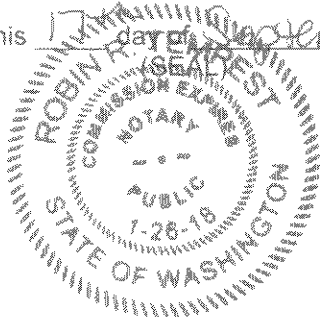
STATE OF WASHINGTON

COUNTY OF Skagit

SS

I certify that I know or have satisfactory evidence that **Jay Overway** and **Nancy Overway**, as 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 17th day of September, 2015.



[Signature]  
Notary Public

Print name: Robin R. Tempest

Residing at: Mount Vernon

My commission expires: 1-26-18

DATED this 2 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:

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

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


Approved as to form:

 9/28/15  
\_\_\_\_\_  
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

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

Approved as to budget:

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

**EXHIBIT "A"**  
**P71140**

**TEMPORARY CONSTRUCTION EASEMENT LEGAL DESCRIPTION**

A TEMPORARY CONSTRUCTION EASEMENT BEING A WIDTH OF THIRTY (30') FEET, FOR THE PURPOSE OF REMOVAL OF APPROXIMATELY ONE HUNDRED (100') FEET OF CORRUGATED METAL PIPE AND EXISTING DRAINAGE STRUCTURE WITHIN PARCEL NUMBER P71140 MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 35 N, RANGE 03 E, AND BEING A PORTION OF AUDITOR'S FILE NUMBER 201505110106, THENCE SOUTH 87° 50' 23" WEST FOR A DISTANCE OF ±505 FEET ALONG NORTHERN LINE OF SAID SECTION TO THE EASTERN MARGIN OF THE ROAD KNOWN AS BAYVIEW-EDISON ROAD; THENCE SOUTH 20° 43' 34" EAST ALONG SAID EASTERN MARGIN OF BAYVIEW EDISON ROAD FOR A DISTANCE OF ±98 FEET; WHICH IS THE TRUE POINT OF BEGINNING; THENCE NORTH 68° 58' 20" EAST FOR A DISTANCE OF ±40 FEET THENCE; SOUTH 20° 43' 34" EAST FOR A DISTANCE OF 105 FEET; THENCE SOUTH 68° 58' 20" WEST FOR A DISTANCE OF ± 40 FEET; THENCE NORTH 20° 43' 34" WEST FOR A DISTANCE OF 105 FEET TO THE TRUE POINT OF BEGINNING WHICH ALSO THE TERMINUS OF SAID EASEMENT.

SITUATE IN SKAGIT COUNTY, STATE OF WASHINGTON.

EXHIBIT "B"  
P71140  
GRAPHIC DEPICTION OF TEMPORARY CONSTRUCTION EASEMENT AREA



EXHIBIT "C"  
P71140  
LEGAL DESCRIPTION OF GRANTORS' PROPERTY

Lot 5 and the South Half of Lot 6, Block 1, A. SIEGFRED'S FIRST PLAT OF BAY VIEW PADILLA BAY, according to the Plat recorded in Volume 1 of Plats, page 3, records of Skagit County, Washington.

Together with that portion of vacated "A" Street lying between Lots 4 and 5 in Block 1, A. SIEGFRED'S FIRST PLAT OF BAY VIEW PADILLA BAY, according to the Plat recorded in Volume 1 of Plats, page 3, records of Skagit County, Washington, which reverted to said premises by operation of law.

Together with that portion of the vacated alley in Block 1, A. SIEGFRED'S FIRST PLAT OF BAY VIEW PADILLA BAY, according to the Plat recorded in Volume 1 of Plats, page 3, records of Skagit County, Washington, which reverted to said premises by operation of law.

Excepting from all of the above the south 1/2 of the north 1/2 of said vacated "A" street adjoining said Lot 5 and said west 1/2 of vacated alley, Block 1, said plat of A. SIEGFRED'S FIRST PLAT OF BAY VIEW PADILLA BAY, according to the plat thereof recorded in volume 1 of plats, page 3, records of Skagit county, Washington.

Situate in Skagit County, State of Washington.

## Exhibit "D"

### PROJECT DESCRIPTION

The Project shall include:

- Removal of one hundred three (103') feet of existing drainage pipe
- Removal of an existing catch basin structure.
- Existing drainage infrastructure at Grantors' Property shall be relocated to the new drainage infrastructure within the Bayview-Edison Road Right-of-Way.
- Grantor recognizes and agrees that Grantee shall not be responsible or liable for any future repair or maintenance to any private drainage infrastructure located at Grantors' Property.
- 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.
- Removal and reinstallation of existing fence located adjacent to Bayview-Edison Road right-of-way. Grantor consents to the removal and reinstallation of said existing fence by Grantee, and agrees that Grantee shall not be liable for damage to the fence occurring during removal and/or reinstallation, or thereafter.

