

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

MAR 27 2018

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



Skagit County Auditor
3/27/2018 Page 1 of 8 4:22PM \$81.00

DOCUMENT TITLE: **TEMPORARY CONSTRUCTION EASEMENT**

REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*

GRANTOR(S): **Adam Tarleton and Bianca Tarleton**, a married couple

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

ASSESSOR'S TAX / PARCEL NUMBER(S): **P110934** (XrefID: 4687-000-007-0000)

ABBREVIATED LEGAL DESCRIPTION: Section 21, Township 36 North, Range 04 East
(Complete LEGAL DESCRIPTION provided at *Exhibit "C"*).

TEMPORARY CONSTRUCTION EASEMENT

The undersigned, **Adam Tarleton and Bianca Tarleton**, a married couple (herein "Grantors"), and **Skagit County**, a political subdivision of the State of Washington (herein "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 area 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 a Project, including the installation of a new access culvert and the maintenance to an existing drainage facility, within said Temporary Easement, 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 (further 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 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 further 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).

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 August 31, 2018, 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:

DATED this 27 day of February, 2018.

By: [Signature]
Adam Tarleton

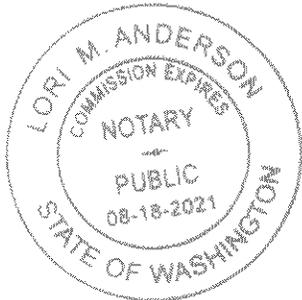
By: [Signature]
Bianca Tarleton

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that **Adam Tarleton and Bianca Tarleton**, a married couple, are the persons who appeared before me, and said persons acknowledged that they signed this instrument, and on oath stated that they are duly authorized executed the forgoing instrument as their free and voluntary act for the uses and purposes herein mentioned.

DATED this 27 day of February, 2018.

(SEAL)



Notary Public [Signature]
Print name: LORI M. ANDERSON
Residing at: MEVERNON WA
My commission expires: 08-18-2021

DATED this 22 day of March, 2018.

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

Kenneth A. Dahlstedt, Chair

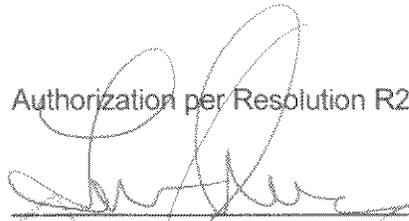
Lisa Janicki, Commissioner

Ron Wesen, Commissioner

Attest:

Clerk of the Board

Authorization per Resolution R20050224:



County Administrator

Recommended:



Department Head

Approved as to form:



Civil Deputy Prosecuting Attorney

Approved as to indemnification:



Risk Manager

Approved as to budget:



Budget & Finance Director

EXHIBIT "A"
P110934
TEMPORARY EASEMENT AREA LEGAL DESCRIPTION

A temporary easement for the purpose of the installation of a French drain within parcel number P110934 more particularly described as follows:

Easement shall be sixty (60') feet in width, abutting the existing easterly edge of right-of-way for the county road known as Woodcrest Lane; extending for approximately one hundred (100) feet to the east; all within said section.

SITUATE IN SKAGIT COUNTY, STATE OF WASHINGTON.

EXHIBIT "B"
P110934
GRAPHIC DEPICTION OF TEMPORARY EASEMENT AREA

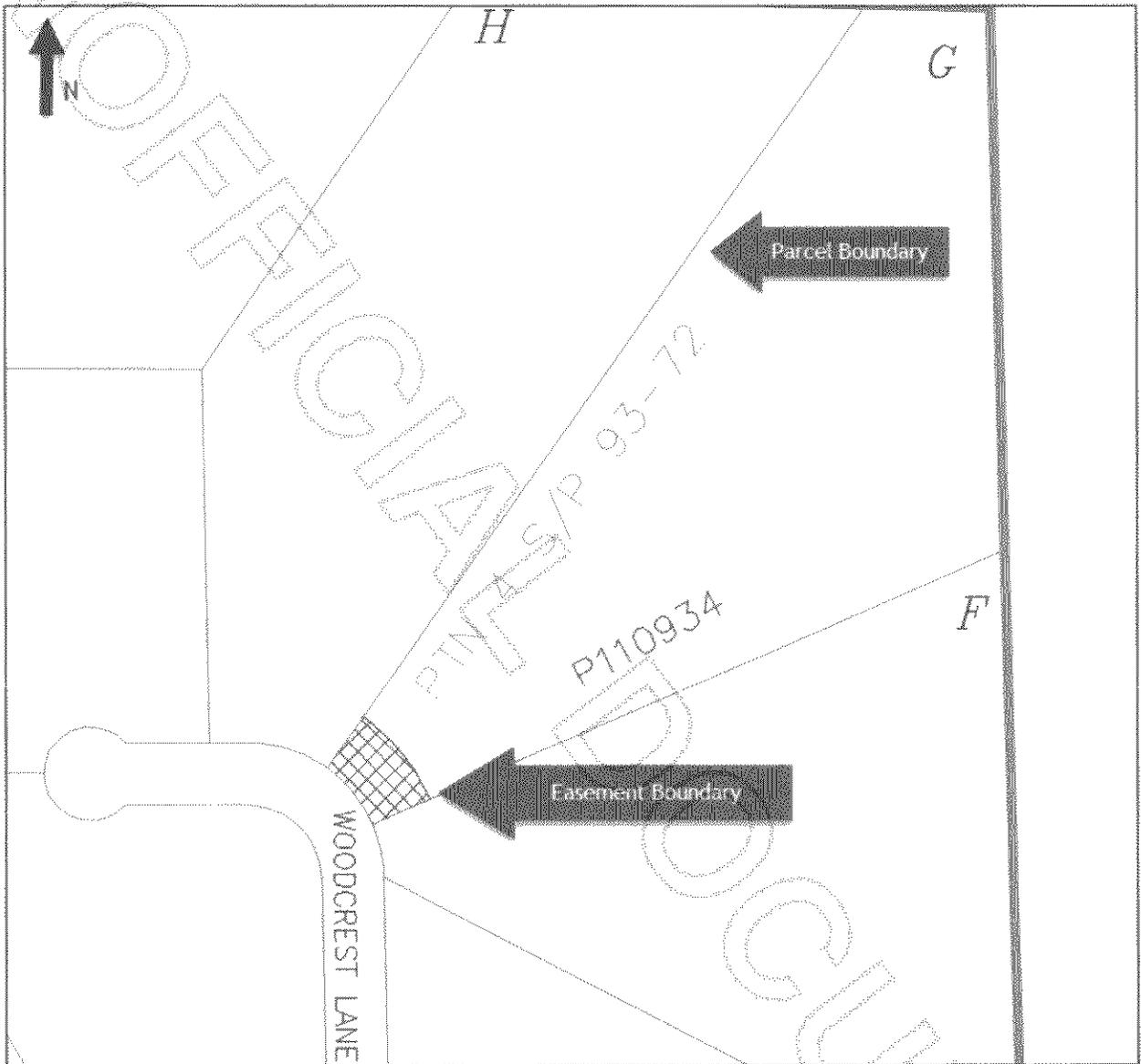


EXHIBIT "C"
P110934
LEGAL DESCRIPTION OF GRANTORS' PROPERTY

Lot G, PARSON CREEK ACRES, according to the plat thereof recorded in Volume 16 of Plats, pages 149 through 151, records of Skagit County, Washington.

PARCEL B:

A 10 foot wide easement for installation, maintenance, and operation of a waterline over, under, and through that portion of Lot H in the Plat of PARSON CREEK ACRES, filed in Volume 16 of Plats, pages 149-151, described as follows:

Beginning at a point on the Southeasterly line of said Lot H which lies North 34°48'00" East a distance of 119.69 feet from the Southeast corner thereof;
thence North 66°50'59" West a distance of 23.58 feet;
thence North 81°49'16" West a distance of 134.88 feet;
thence North 08°10'44" East a distance of 10.00 feet;
thence South 81°49'16" East a distance of 136.19 feet;
thence South 66°50'59" East a distance of 26.96 feet to the Southeasterly line of said Lot H;
thence South 34°48'00" West along said Southeasterly line a distance of 10.21 feet to the point of beginning.

ALL Situated in Skagit County, Washington.

Exhibit "D"
PROJECT DESCRIPTION

The Project shall include the following work by Grantee:

- Installation of a new access culvert
- Maintenance to existing drainage facility

