



**201810310118**

Recording Requested By And  
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Skagit County Auditor

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

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

OCT 30 2018

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

**DOCUMENT TITLE: TEMPORARY CONSTRUCTION EASEMENT**

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

**GRANTOR(S):** Lester M. Sprouse and Jill G. Sprouse, husband and wife

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

**ASSESSOR'S TAX / PARCEL NUMBER(S):** P16654 (XrefID: 330416-2-003-0101)  
P16660 (XrefID: 330416-2-004-0100)

**ABBREVIATED LEGAL DESCRIPTION:** Section 16, Township 33 North, Range 04 (Complete LEGAL DESCRIPTION provided at *Exhibit "C"*).

### TEMPORARY CONSTRUCTION EASEMENT

The undersigned, **Lester M. Sprouse** and **Jill G. Sprouse**, husband and wife (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 maintenance to an existing open conveyance, including replacement of the existing access culvert with two (2) twelve (12") inch culvert thereafter, 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 (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 the Project). Grantors shall not have the right to exclude Grantee, Grantee's employees, agents, contractors, or other third parties from the Temporary Easement area. 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 May 31, 2019, 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 17<sup>th</sup> day of OCTOBER, 2018.

By: *Lester M. Sprouse*  
Lester M. Sprouse

By: *Jill G. Sprouse*  
Jill G. Sprouse

STATE OF WASHINGTON }  
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that **Lester M. Sprouse** and **Jill G. Sprouse**, husband and wife, who appeared before me, and said persons acknowledged that they signed this instrument, and on oath stated that they were authorized to execute the forgoing instrument as their free and voluntary act for the uses and purposes herein mentioned.

DATED this 17<sup>th</sup> day of October, 2018.



Notary Public *Lori M. Anderson*  
Print name: LORI M. ANDERSON  
Residing at: Mount Vernon WA  
My commission expires: 08-18-2021

DATED this 25 day of October, 2018.

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

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


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

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

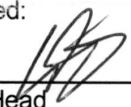
Attest:

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

Authorization per Resolution R20050224:

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


Recommended:

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

Approved as to form:

  
\_\_\_\_\_  
Civil Deputy Prosecuting Attorney 10/19/18

Approved as to indemnification:

  
\_\_\_\_\_  
Risk Manager (10-24-18)

Approved as to budget:

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

**EXHIBIT "A"**  
**P16654 & P16660**  
**TEMPORARY EASEMENT AREA LEGAL DESCRIPTION**

P16654

A temporary easement for the purpose of maintenance to an existing open conveyance and installation of a new twelve (12") inch access culvert within parcel number P16654 within a portion of the Southwest Quarter of the Northwest Quarter of Section 16, Township 33 North, Range 4 East of the Willamette Meridian more particularly described as follows:

Temporary Easement shall be ten (10') feet in width adjoining the most westerly boundary line of Parcel A as described Auditor's File Number 201001040107.

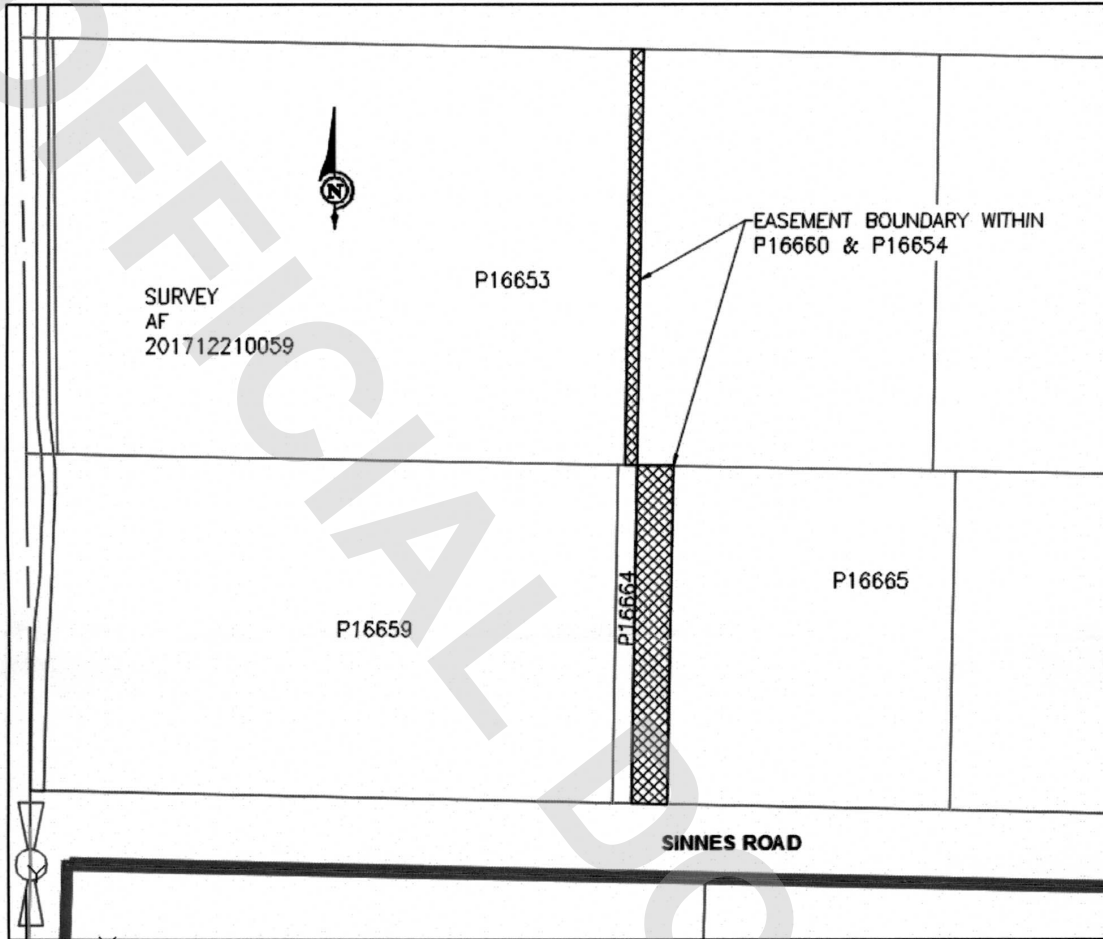
P16660

A temporary easement for the purpose of maintenance to an existing open conveyance and installation of a new twelve (12") inch access culvert within parcel number P16660 within a portion of the Southwest Quarter of the Northwest Quarter of Section 16, Township 33 North, Range 4 East of the Willamette Meridian more particularly described as follows:

Temporary Easement shall be the extent of Parcel B as described Auditor's File Number 201001040107.

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

**EXHIBIT "B"**  
**P16654 & P16660**  
**GRAPHIC DEPICTION OF TEMPORARY EASEMENT AREA**



**EXHIBIT "C"**  
**P16654 & P16660**  
**LEGAL DESCRIPTION OF GRANTORS' PROPERTY**

**PARCEL A**

The East 253 feet of the West 756 feet of the North Half of the South Half of the Southwest Quarter of the Northwest Quarter of Section 16, Township 33 North, Range 4 East, of the Willamette Meridian, as measured at right angles from the West line of said Northwest Quarter.

Situated in Skagit County, Washington

**PARCEL B**

The East 30.00 feet of the West 533.00 feet of the South Half of the South Half of said Southwest Quarter of the Northwest Quarter of Section 16, Township 33 North, Range 4 East of the Willamette Meridian;

EXCEPT the South 60 feet thereof conveyed to Skagit County by deeds recorded on April 11, 1966, and March 28, 1972, under Auditors File Nos.681276 and 766061, records of Skagit County, Washington.

Situated in Skagit County, Washington

**PARCEL C**

A non-exclusive Easement for ingress and egress and utilities over and upon and under the East 60.00 feet of the West 533.00 feet of the North 346.61 feet of the South 396.61 feet of said South Half of the Southwest Quarter of the Northwest Quarter, as measured at right angles from the West and South lines of said Northwest Quarter;

EXCEPT the South 50 feet thereof.

Situated in Skagit County, Washington

**Exhibit "D"**  
**PROJECT DESCRIPTION**

The Project shall include the following work by Grantee:

- Maintenance to existing ditching system
- Replacement of two (2) access culverts.
- Surrounding grounds that may be disturbed during the project construction shall be returned to a substantially similar condition as existed prior to the commencement of said project.

