

Recording Requested By And  
When Recorded Mail To:

Skagit County  
Public Works Department  
Attn: Emily Derenne  
1800 Continental Place  
Mount Vernon, Washington 98273



**201907240124**

07/24/2019 04:23 PM Pages: 1 of 8 Fees: \$108.50  
Skagit County Auditor

DOCUMENT TITLE: **TEMPORARY CONSTRUCTION EASEMENT**

REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*

GRANTOR(S): **James McLaughlin, and Camilla Scavo**, a married couple.

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

ASSESSOR'S TAX / PARCEL NUMBER(S): **P107636** (XrefID: 330506-0-005-0600)

ABBREVIATED LEGAL DESCRIPTION: LOT 4 S/P #93-44 REC [AF#9506220003](#) BEING PTN S1/2 GOV LT 6 & PTN BLK 55 PLAT OF MONTBORNE IN SEC 6 TGW SHORELANDS/TIDELANDS ABUT SD PROP. (Complete LEGAL DESCRIPTION provided at *Exhibit "D"*).

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

JUL 24 2019

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

#### TEMPORARY CONSTRUCTION EASEMENT

The undersigned, **James McLaughlin**, and **Camilla Scavo**, a married couple ("Grantors") and **Skagit County**, a political subdivision of the State of Washington ("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 installation of a Project, including but not necessarily limited to the improvement of drainage (as further described in *Exhibit "C"*) within said Temporary Easement, and for any and all other purposes reasonably related thereto. A legal description for the Grantors' Property is attached hereto and incorporated by reference as *Exhibit "D"*. The Temporary Easement shall be for the purpose of a Project (described in *Exhibit "C"*).

**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 "C"* 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. While the Grantee may elect to do so (via a subsequent duly executed easement agreement), the Grantors specifically recognize and agree that Grantee is in no way obligated, nor prohibited, 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. Any potential future drainage work project(s) at or in the vicinity of the Grantors' Property shall be subject to eligibility review and approval by applicable Grantee (County) staff, and the Grantee shall reasonably coordinate with Grantors in this regard.

**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, 2020, whichever is sooner.

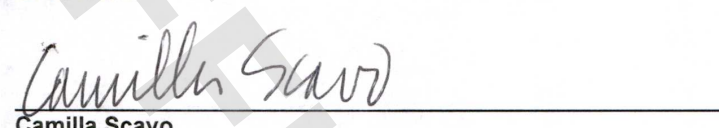
**4. Governing Law; Venue.** This Temporary Easement shall be construed under the laws of the State of Washington. It is agreed by the parties that the venue for any legal action brought under or relating to the term of this Temporary Easement shall be in Skagit County, State of Washington.

**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.

GRANTOR:

  
James McLaughlinDATED this 09 day of July, 2019.

GRANTOR:

  
Camilla ScavoDATED this 09 day of July, 2019.

STATE OF WASHINGTON

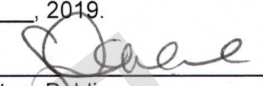
COUNTY OF SKAGIT

} ss.

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

DATED this 9 day of July, 2019.

(SEAL)

  
Notary PublicPrint name: EMILY DENEUNEResiding at: Bellingham, WAMy commission expires: 5-23-20



## GRANTEE:

DATED this 16 day of July, 2019.BOARD OF COUNTY COMMISSIONERS  
SKAGIT COUNTY, WASHINGTON

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Lisa Janicki, Chair

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Ron Wesen, Commissioner

---

Kenneth A. Dahlstedt, Commissioner

Attest:

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Clerk of the Board

Recommended:

  
Department Head

Authorization per Resolution R20050224:

  
County Administrator

Approved as to form:

  
Civil Deputy Prosecuting Attorney 7/12/19

Approved as to indemnification:

  
Risk Manager (7-16-19)

Approved as to budget:

  
Budget & Finance Director



**EXHIBIT "A"**

**P107636**

**TEMPORARY EASEMENT AREA LEGAL DESCRIPTION**

A TEMPORARY CONSTRUCTION EASEMENT BEING AN AREA OF  $\pm 0.02$  ACRES, FOR THE PURPOSE OF RESTORING DRAINAGE ALONG SKAGIT COUNTY TAX PARCEL P107636 MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERN CORNER OF SKAGIT COUNTY TAX PARCEL P107636;

THENCE NORTHERLY  $\pm 20$  FEET;

THENCE WESTERLY  $\pm 35$  FEET TO THE WESTERN PROPERTY LINE;

THENCE SOUTHERLY  $\pm 19$  FEET ALONG THE WESTERN PROPERTY LINE TO THE SOUTHWESTERN PROPERTY CORNER;

THENCE EASTERLY  $\pm 36$  FEET ALONG THE SOUTHERN PROPERTY LINE, RETURNING TO THE TRUE POINT OF BEGINNING.

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

**EXHIBIT "B"**  
**GRAPHIC DESCRIPTION OF TEMPORARY EASEMENT AREA**

This temporary easement includes the below shaded area required for drainage improvement and staging to complete the Project.



Parcel Number: P107636  
Grantor's Address: 18751 Sulfer Springs Road  
Mount Vernon, WA 98274  
Situate in the County of Skagit, State of Washington

## EXHIBIT "C"

### SCOPE OF WORK

## SCOPE OF WORK

The Project will include the modification of an existing drainage system which is directed at the Grantors' property and causing erosion. The half culvert will be field fit to parallel the property line, utilizing the existing 30-foot right-of-way rather than crossing over the Grantors' Property. Access will be gained from the existing right-of-way and the Grantors' Property as required.

The Project will not include the rock lining as shown in the below drawings but will include the relocation of the half-round culvert, modification of the rock walls on either side of the ditch, and a widening of the outlet of the channel into the lake.

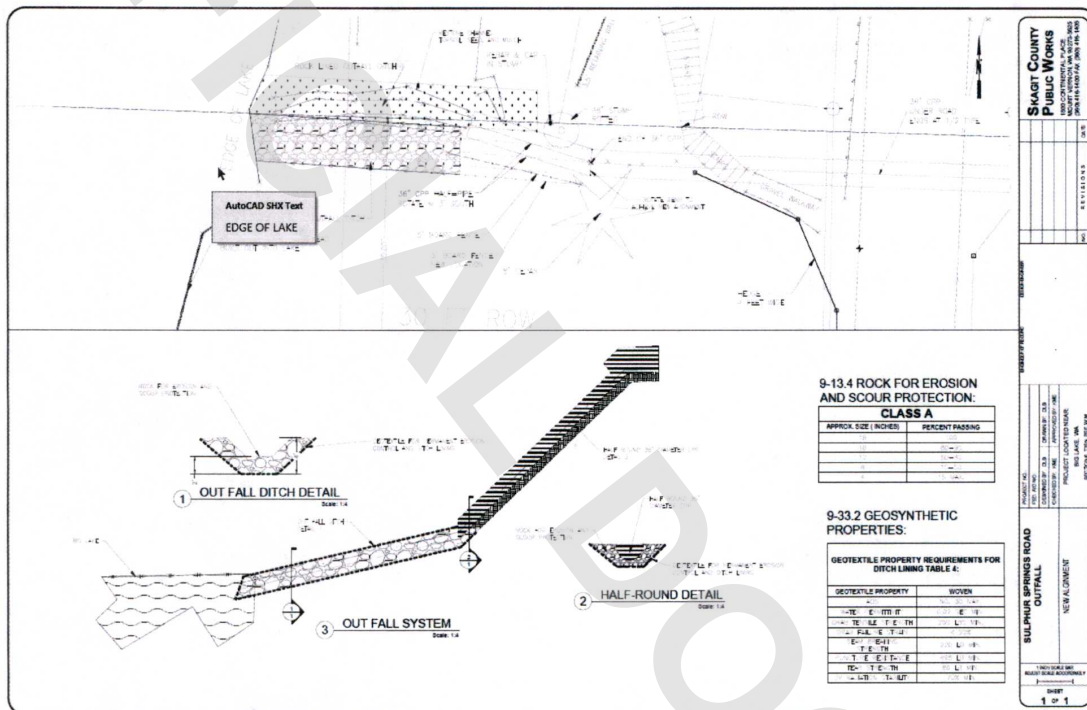




EXHIBIT "D"  
GRANTORS' PROPERTY LEGAL DESCRIPTION

Tract 4 of Skagit County Short Plat No. 93-044, approved June 15, 1995, and recorded June 22, 1995, under Auditor's File No. 9506220003, in Volume 11 of Short Plats, Page 223, records of Skagit County, Washington, being a portion of the South 1/2 of Government Lot 6 of Section 6, Township 33 North, Range 5 East, W.M.

TOGETHER WITH second class shorelands as conveyed by the State of Washington, situate in front of, adjacent to or abutting upon the subject property

SITUATE IN SKAGIT COUNTY, STATE OF WASHINGTON.