


RETURN TO:  
Public Utility District No. 1 of Skagit County  
1415 Freeway Drive  
P.O. Box 1436  
Mount Vernon, WA 98273-1436

  
**201912160167**  
12/16/2019 03:29 PM Pages: 1 of 4 Fees: \$106.50  
Skagit County Auditor

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

2019 5421  
DEC 16 2019

Amount Paid \$ 40.51  
Skagit Co. Treasurer  
By *HTB* Deputy

**TEMPORARY CONSTRUCTION EASEMENT & AGREEMENT**

THIS AGREEMENT is made this 22nd day of OCTOBER, 2019, between James S. Martindale and Linda J. Martindale, husband and wife, hereinafter referred to as "Grantor(s)", and **PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY, WASHINGTON**, a Municipal Corporation, hereinafter referred to as "District". Witnesseth:

WHEREAS, Grantor(s) are the owners of certain lands and premises situated in the County of Skagit, and described as follows:

Abbreviated Legal Description: Lot 2, Trumpeter Heights

**Tax Parcel Number(s): P125921**

**Lot 2, TRUMPETER HEIGHTS**, according to the plat thereof recorded February 5, 2007, under Auditor's file number 200702050117 records of Skagit County, Washington.

**Temporary Easement:**

Location of the Temporary Construction Easement over the above described tracts of land is more particularly described as follows:

**EASEMENT DESCRIPTION**

**That portion of the above described property as described in Exhibit "A" and as shown on Exhibit "B" attached hereto and by this reference made hereof.**

WHEREAS, the District wishes to construct a water transmission line within the above described property.

NOW, THEREFORE, in consideration of the premises, the Grantor(s) hereby grants to the District, its contractors, sub-contractors, consultants, agents, successors or assigns by this Temporary Easement, the right of ingress and egress from said lands of the Grantor(s). The Grantor(s) also gives the District

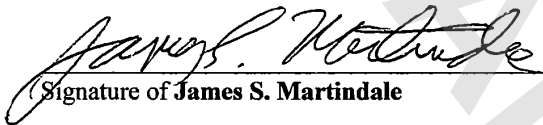
permission to cut, trim and/or remove all timber, trees, brush, or other growth standing or growing upon the lands of the Grantor(s), except those identified on the project drawings & delineated by an orange ribbon to remain in the described easement for the purposes installing temporary construction fencing and temporary-related facilities, locating, staging, and storing materials, equipment, restore and to work on the above-described land for the purposes of carrying on said construction activities consistent with the purposes of the Project. The Grantor(s) agrees that title to all brush, other vegetation or debris trimmed, cut, and removed from the easement pursuant to this Agreement is vested in the District.

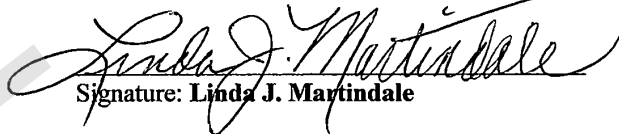
The District shall remove all excess dirt, rocks, and debris from construction, return the area to original grades and restore said premise to their original condition as near as reasonably can be done, as soon as conditions will allow.

The District shall correct damage or compensate Grantors and/or Grantor's designate for damages to infrastructure on the lands covered by the temporary easement by reason of the exercise of the rights contained in the easement.

This agreement shall remain in existence until such a time as the District will have fully carried out the construction and permitting requirements, including annual monitoring of plantings necessary to complete and fulfil the regulatory requirements for the project (typically 5 years), but in any event will terminate on December 31, 2024.

In Witness Whereof, the Grantor hereunto sets his hand and seal this 22 day of October, 2019.

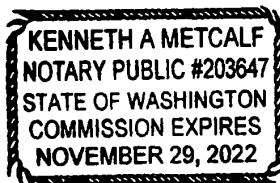
  
(Signature of **James S. Martindale**)

  
Signature: **Linda J. Martindale**

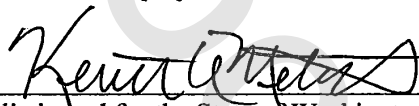
STATE OF WASHINGTON )  
 ) ss  
COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence that James S. Martindale & Linda J. Martindale is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Date: 10/22/2019



(Signature)

  
Notary Public in and for the State of Washington

(Printed Name)

Kenneth A. Metcalf

My appointment expires: 11-29-2022



**Pacific Surveying & Engineering, Inc**  
land surveying • civil engineering • consulting • environmental  
909 Squalicum Way #111, Bellingham, WA 98225  
Phone 360.671.7387 Facsimile 360.671.4685 Email [info@pseurvey.com](mailto:info@pseurvey.com)

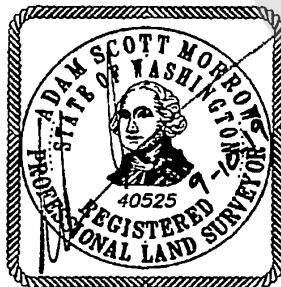
**EXHIBIT 'A'**  
**TEMPORARY CONSTRUCTION EASEMENT AREA DESCRIPTION**  
**P125921**

A 20.00 FOOT WIDE STRIP OF LAND ABUTTING THE NORTH MARGIN OF THAT CERTAIN SKAGIT COUNTY PUD EASEMENT RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 604619 LOCATED WITHIN THE FOLLOWING DESCRIBED TRACT OF LAND:

LOT 2, TRUMPETER HEIGHTS, ACCORDING TO THE PLAT THEREOF, RECORDED FEBRUARY 5, 2007, UNDER AUDITOR'S FILE NO. 200702050117, RECORDS OF SKAGIT COUNTY, WASHINGTON.

CONTAINING 695 SQUARE FEET, MORE OR LESS.

SITUATE IN SKAGIT COUNTY, WASHINGTON.

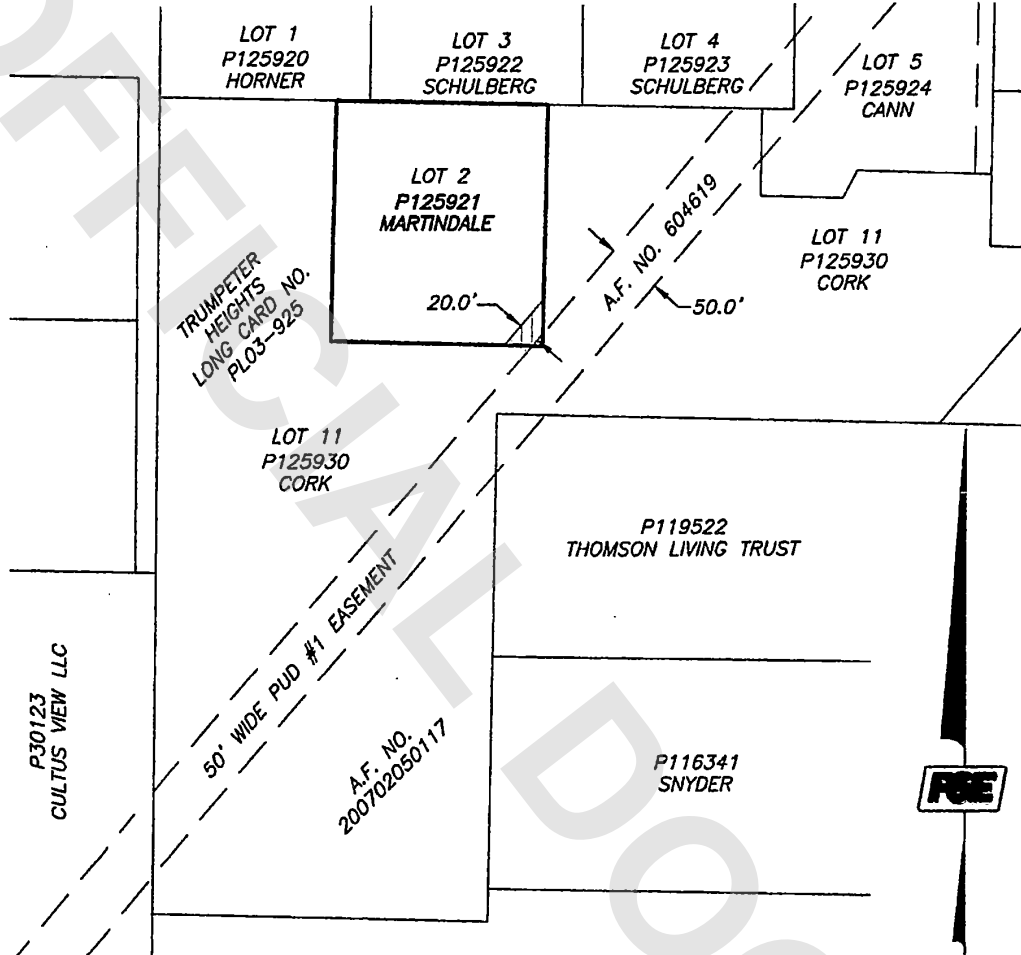


PACIFIC SURVEY & ENGINEERING INC EMAIL: info@psurvey.com  
 909 SQUALICUM WAY SUITE 111-BELLINGHAM, WA 98225 PHONE:360.671.7387 FAX:360.671.4685 www.psesurvey.com



# EXHIBIT - 'B'

SITUATE IN A PORTION OF THE SW 1/4 OF THE SE 1/4 OF SECTION 6,  
 TOWNSHIP 34 NORTH, RANGE 5 EAST, W.M., SKAGIT COUNTY, WASHINGTON



GRAPHIC SCALE  
 (us survey feet)



= TEMPORARY CONSTRUCTION EASEMENT AREA  
 (±695 SF)



DATE: 9.10.2019

DWG NO.: 2017095\_svE\_ESMNTS\_190603.dwg