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Skagit County Auditor

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When Recorded Mail To:

Skagit County
Public Works Department
Attn: Karina Siliverstova
1800 Continental Place
Mount Vernon, Washington 98273

REVIEWED BY	
SKAGIT COUNTY TREASURER	
DEPUTY	<i>M. H. Mottet</i>
DATE	<i>2-18-20</i>

DOCUMENT TITLE: TEMPORARY CONSTRUCTION EASEMENT

REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*

GRANTOR(S): **Armond Mottet and Pamela Mottet**, husband and wife.

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

ASSESSOR'S TAX / PARCEL NUMBER(S): **P36606** (XrefID: 350414-2-004-0209)

ABBREVIATED LEGAL DESCRIPTION: Section 14, Township 35 North, Range 04 East
(Complete LEGAL DESCRIPTION provided at *Exhibit "C"*).

TEMPORARY CONSTRUCTION EASEMENT

The undersigned, **Armond Mottet and Pamela Mottet**, 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, installing an open ditch conveyance system, 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 January 1, 2021, 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 24th day of January, 2020.

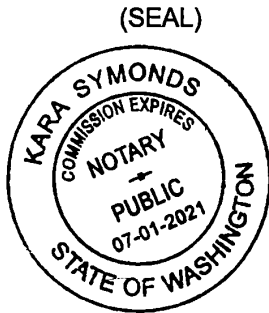
By: *Armond Mottet*
Armond Mottet

By: *Pamela Mottet*
Pamela Mottet

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that **Armond Mottet** and **Pamela Mottet**, husband and wife, 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 24th day of January, 2020.



Notary Public *Kara Symonds*
Print name: Kara Symonds
Residing at: Skagit County
My commission expires: 07-01-2021

DATED this 11 day of February, 2020.

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

Ron Wesen, Chair

Kenneth A. Dahlstedt, Commissioner

Lisa Janicki, Commissioner

Attest:

Clerk of the Board

Authorization per Resolution R20160001

Lisa Yagone
County Administrator

Recommended:

[Signature]
Department Head

Approved as to form:

[Signature] 2/4/20
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

[Signature] (2-10-20)
Risk Manager

Approved as to budget:

Lisa Yagone
Budget & Finance Director

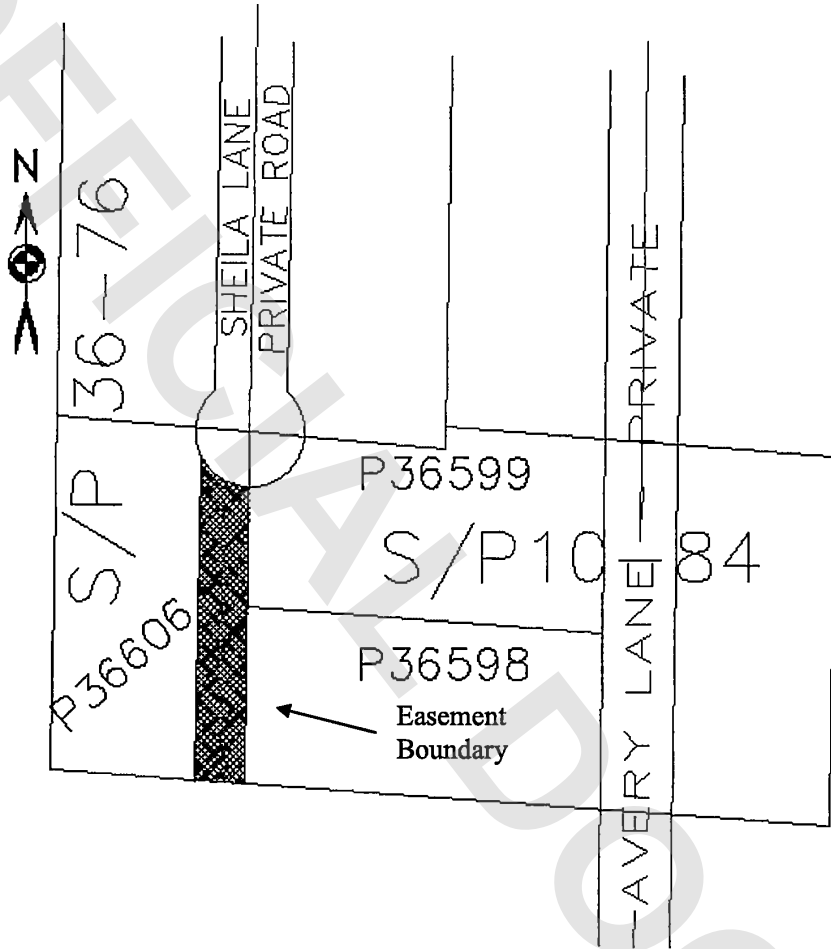
EXHIBIT "A"
P36606
TEMPORARY EASEMENT AREA LEGAL DESCRIPTION

A TEMPORARY EASEMENT FOR THE PURPOSE OF MAINTENANCE TO EXISTING DRAINAGE DITCH WITHIN PARCEL NUMBER P36606 MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST 40 FEET OF LOT C OF SHORT PLAT 36-76 OF SKAGIT COUNTY'S AUDITOR'S FILE 848992 IN VOLUME 2 OF SHORT PLATS, PAGE 13, SITUATED IN THE EAST ½ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 14, TOWNSHIP 35N, RANGE 4E, W.M.

SITUATE IN SKAGIT COUNTY, STATE OF WASHINGTON.

EXHIBIT "B"
P36606
GRAPHIC DEPICTION OF TEMPORARY EASEMENT AREA



***NOT TO SCALE**

EXHIBIT "C"
P36606
LEGAL DESCRIPTION OF GRANTORS' PROPERTY

the following described real estate, situated in the County of Skagit, State of Washington:

PARCEL A:

Tract C, SKAGIT COUNTY SHORT PLAT NO. 36-76, approved January 4, 1977, and recorded January 10, 1977, in Volume 2 of Short Plats, page 13, under Auditor's File No. 848992, records of Skagit County, Washington; being a portion of the Northeast Quarter of the Northwest Quarter of Section 14, Township 35 North, Range 4 East of the Willamette Meridian.

Situated in Skagit County, Washington

Situate in the county of Skagit, State of Washington.

Exhibit "D"
PROJECT DESCRIPTION

The Project shall include the following work by Grantee:

- Mow vegetation.
- Install open drainage conveyance system.
- 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.

