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SKAGIT COUNTY  
Contract # C20200141  
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Recording Request: 06/02/2020 08:59 AM Pages: 1 of 8 Fees: \$110.50  
When Recorded Mail 10:  
Skagit County Auditor

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

REVIEWED BY  
SKAGIT COUNTY TREASURER  
DEPUTY \_\_\_\_\_  
DATE \_\_\_\_\_

**DOCUMENT TITLE: TEMPORARY CONSTRUCTION EASEMENT**

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

**GRANTOR(S):** **Brett Lloyd**, an unmarried person.

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

**ASSESSOR'S TAX / PARCEL NUMBER(S):** **P35261** (XrefID: 350332-3-007-0005)

**ABBREVIATED LEGAL DESCRIPTION:** Section 32, Township 35 North, Range 03E (Complete LEGAL DESCRIPTION provided at *Exhibit "C"*).

**TEMPORARY CONSTRUCTION EASEMENT**

The undersigned, **Brett Lloyd**, an unmarried person (herein "Grantor"), 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. Grantor 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 Grantor 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 Grantor's 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, the upgrade of an existing conveyance system with the installation of a twelve (12") inch corrugated polyethylene outlet pipe, within said Temporary Easement, for any and all other purposes reasonably related thereto. A legal description for the Grantor's 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 Grantor's 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). Grantor shall not have the right to exclude Grantee, Grantee's employees, agents, contractors, or other third parties from the Temporary Easement. Grantor 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 Grantor recognizes and agrees that the Project may result in drainage impacts to Grantor's Property (including, but not necessarily limited to, changes in the flow of water at Grantor's Property). Grantor specifically recognizes and agrees that the Grantee is not responsible or liable for any drainage impacts or damage to Grantor's Property resulting from the Project and/or this Temporary Easement. Grantor releases and holds harmless Grantee from any drainage impacts or damage to Grantor's Property resulting from and/or related to the Project or this Temporary Easement. The Grantor specifically recognizes and agrees 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) Grantor's 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.

GRANTOR:

DATED this 12<sup>th</sup> day of February, 2020.

By: [Signature]  
**Brett Lloyd**

STATE OF WASHINGTON }  
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that **Brett Lloyd**, an unmarried person, is the person who appeared before me, and said person acknowledged that he signed this instrument, and on oath stated that he is duly authorized executed the forgoing instrument as his free and voluntary act for the uses and purposes herein mentioned.

DATED this 12<sup>th</sup> day of February, 2020.



Notary Public  
Print name: Jennifer Covey  
Residing at: Mount Vernon  
My commission expires: Dec. 11, 2021

DATED this 2 day of April, 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

Luisa Yegre  
County Administrator

Recommended:

[Signature]  
Department Head

Approved as to form:

[Signature] 3/27/20  
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

[Signature]  
Risk Manager

Approved as to budget:

Luisa Yegre  
Budget & Finance Director

**EXHIBIT "A"**  
**P35261**  
**TEMPORARY EASEMENT AREA LEGAL DESCRIPTION**

A TEMPORARY CONSTRUCTION EASEMENT, BEING 85 FEET IN WIDTH, FOR THE PURPOSE OF CONSTRUCTION OF A NEW DRAINAGE CONVEYANCE , LYING WITHIN PARCEL NUMBER P35261 WITHIN THE NW ¼ OF THE SW ¼ OF SECTION 32, T35N, R3E, W.M. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

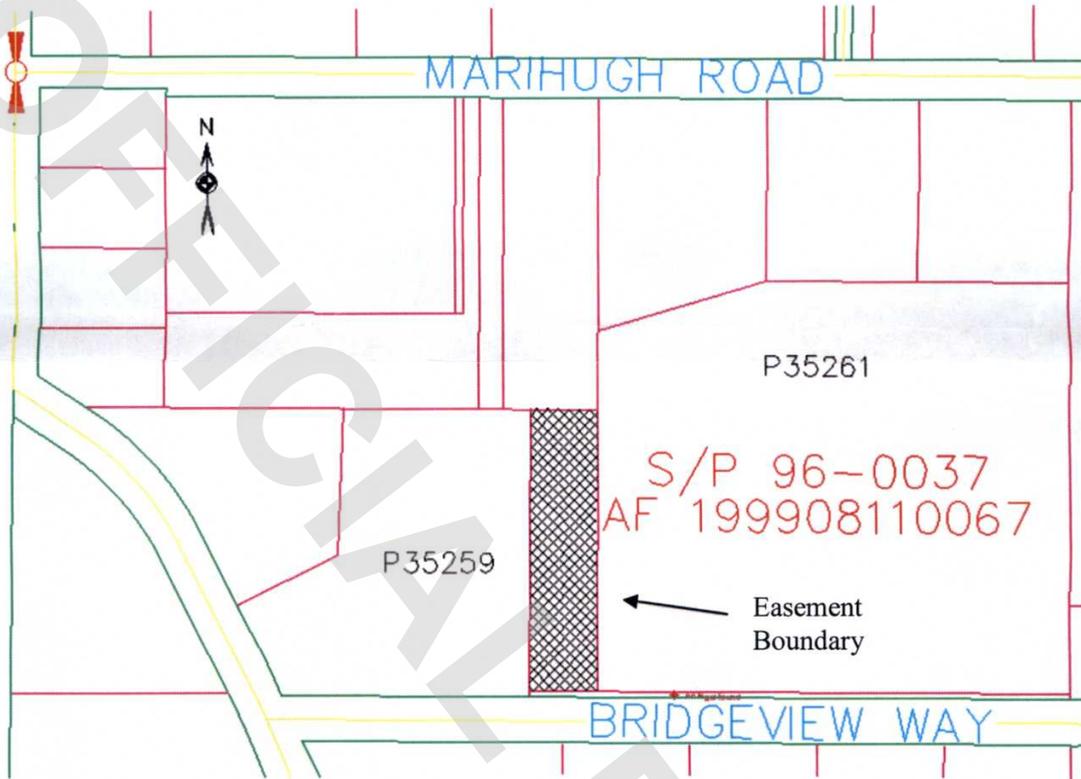
COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST ¼ OF THE ABOVE MENTIONED SECTION 32.

THENCE S89°34'24"E, ALONG THE NORTH LINE OF THE SW ¼ A DISTANCE OF 734.97 FEET.  
THENCE, S0°25'03"W, A DISTANCE OF 420.00 FEET, TO THE TRUE POINT OF BEGINNING.  
THENCE, N89°34'24"W, A DISTANCE OF 85.00 FEET,  
THENCE S0°25'03", A DISTANCE OF 352.00 FEET,  
THENCE, S89°34'24"E, A DISTANCE OF 85.00 FEET,  
THENCE, N0°25'03"E, A DISTANCE OF 352.00 FEET, BACK TO THE TRUE POINT OF BEGINNING AND THE TERMINUS OF THIS DESCRIPTION.

ALL THE ABOVE LYING WITHIN LOT 4 OF SHORT PLAT NO. 96-0037, RECORDED UNDER AUDITOR FILE NO. 199908110067.

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

EXHIBIT "B"  
P35261  
GRAPHIC DEPICTION OF TEMPORARY EASEMENT AREA



\*NOT TO SCALE

**EXHIBIT "C"**  
**P35261**  
**LEGAL DESCRIPTION OF GRANTOR'S PROPERTY**

Lot 4 of SHORT PLAT NO. 96-0037, approved August 11, 1999, recorded August 11, 1999, as Auditor's File No. 199908110067, records of Skagit County, Washington, and being a portion of the Northwest Quarter of the Southwest Quarter of Section 32, Township 35 North, Range 3 East of the Willamette Meridian.

TOGETHER WITH that portion of land described in Decree Quieting Title filed January 11, 2011 under Skagit County Superior Court Cause No. 09-2-00678-7.

Situate in the county of Skagit, State of Washington.

### Exhibit "D" PROJECT DESCRIPTION

**The Project shall include the following work by Grantee:**

- Upgrading drainage connection by installing a 12" culvert to improve conveyance of water from Marihugh Road to Bridgeview Way.
- Surrounding grounds that may be disturbed during Project construction may be returned to a substantially similar condition as existed prior to the commencement of Project work. Hydroseeding may be performed as needed.

