

TEMPORARY CONSTRUCTION EASEMENT

This Temporary Construction Easement (“Easement”) is entered into this _____ day of April 2024, by and between Libanos H. Gebrelasie and Sophia H. Ghebrelasie, (“GRANTOR”), and **Snohomish County, a political subdivision of the State of Washington** (“GRANTEE”).

WHEREAS, Grantor is the owner of certain lands and premises situated in the County of Snohomish, State of Washington, described as follows (hereinafter “Property”):

Tax Parcel Number: 00509800000100

Legal Description: Lot 1, Martha Lake Park Division No. 2, Volume 20 of Plats, pages 58 and 59, in Snohomish County, Washington.

WHEREAS, the Grantee is desirous of acquiring certain privileges across, over, and upon the Property as temporary access for construction.

NOW, THEREFORE, the Parties agree as follows:

1. Right to Enter Property and Perform Work. Grantor hereby grants to Grantee, its agents, contractors, successors and assigns, a temporary, nonexclusive easement over and upon the real property described above for the exclusive purpose of performing the following work:

Temporary removal of existing fencing to accommodate the installation of permanent culvert drainage pipe with trash rack on adjacent County-owned property and re-installation of fencing upon completion of work (the “Permitted Uses”), all to occur within the following legally described easement:

The north 10 feet of the west 10 feet of Lot 1, Martha Lake Park Division No. 2, Volume 20 of Plats, pages 58 and 59, in Snohomish County, Washington.

GRANTEE shall complete work authorized by this Easement by September 30, 2024.

GRANTEE shall work with diligence, speed, and due regard for the rights, interest, and convenience of the public. If, at the end of September 30, 2024, GRANTEE has not completed the work authorized by this Easement, then the rights conferred on GRANTEE will terminate, unless an extension of time is approved as provided herein.

GRANTEE may use the Premises for the Permitted Uses and for no other use or purpose without the Grantor’s written consent, which shall not be unreasonably withheld. In lieu of payment of consideration for this easement right and in light of Grantor’s obligations to maintain the drainage facilities on the Property pursuant to those “Restrictive Covenants Running with Land,” dated

September 2, 1961, and recorded under Auditor's Recording No. 1489017, Grantee shall be responsible for all costs and expenses of construction. All work associated with the construction shall be performed in accordance with the standards of practice for the jurisdiction in which the work is to be performed.

2. Notice to County. GRANTEE shall contact Lisbanos H. Gebreslasie and Sophia H. Ghebreslasie, by phoning _____, at least 24 hours prior to entering upon the Property.

3. Compliance with Easement Terms and Conditions. GRANTEE agrees to comply with all terms and conditions of this Easement. GRANTEE shall respect and protect all property, contracts, persons, and attendant rights that might be affected by the work authorized herein.

4. Indemnification and Hold Harmless GRANTEE agrees:

a. As consideration for the rights granted hereunder, the Grantee agrees to indemnify, defend and hold harmless the Grantor from any and all claims for injuries or damages (including reasonable attorneys' fees) that may in any manner directly or indirectly arise out of the construction, repairs, maintenance, appurtenances constructed or placed on the premises by GRANTEE or patrolling of the property pursuant to this Easement or out of the operations of the Grantee pursuant to this Easement; provided, that the Grantee shall not be responsible to the Grantor for any injuries or damages suffered by any person or property caused by sole negligent acts or omissions of the Grantor, its officers, employees and/or agents.

b. Solely and expressly for purposes of its duties to indemnify and hold harmless the Grantor as set forth above, the Grantee specifically waives any immunity, as respects the Grantor only, it might have under the state industrial insurance law, RCW Title 51, in the event that a claim is made against the Grantor for an injury to any employee of the Grantee. THE GRANTEE ACKNOWLEDGES THAT THIS WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE PARTIES.

c. The provisions of this Section shall survive the expiration or termination of this Easement with respect to any event occurring prior to such expiration or termination.

d. Nothing contained in this section or Easement shall be construed to create a liability or a right of indemnification by any third party.

5. Insurance. Grantee may self-insure against such risks in such amounts as are consistent with good utility practice. Grantee shall provide the Grantor with reasonable written evidence that Grantee is maintaining such self-insurance.

6. No Interest in Property. GRANTEE agrees that GRANTEE does not and shall not at any time claim any interest or estate of any kind or extent whatsoever in the Property by virtue of this Easement or the work authorized by this Easement.

7. No Interference or Obstruction. GRANTEE agrees that it will not interfere or obstruct the GRANTOR'S use of the Property during the term of this Easement.

8. Nonexclusive Nature of Rights and Privileges. The rights and privileges granted under this Easement to GRANTEE are nonexclusive. This Easement does not prohibit GRANTOR from granting other Easements or rights of like nature to other public or private entities.

9. GRANTOR Revocation of Easement. GRANTOR may revoke this Easement if GRANTEE violates any term or condition of this Easement by written notice in the mail to the following address:

Snohomish County
Department of Facilities and Fleet
3000 Rockefeller Avenue, M/S 404
Everett, WA 98201
Attn: Property Officer

10. GRANTEE Termination of Easement. The GRANTEE may terminate the Easement by written notice to the Grantor at this address:

Lisbanos Gebrelasie
Sofia H. Ghebrelasie
327 Lakeview Road
Lynnwood, WA 98087

11. Erosion and Hazardous Materials. GRANTEE shall take all necessary measures and follow all applicable laws to prevent erosion and spills of any hazardous materials and noxious waste substances onto the Easement Premises and to keep the Easement Premises free from any debris and waste.

12. Restoration and Repair. In the event that any damage of any kind is caused by GRANTEE in the course of performing work authorized by this Easement, GRANTEE will repair the damage at its sole cost and expense on or before September 30, 2024 or earlier termination of this Easement.

13. Assignment, Successors and Assigns. This Easement may not be assigned, sublet or possession thereof transferred voluntarily or involuntarily by the Grantee. All of the provisions of this Easement shall be binding upon and inure to the benefit of Grantor, Grantee and their respective successors and assigns.

14. Compliance with Laws. Grantee shall comply with all federal, state and local laws, rules, and regulations, executive orders, policies, guidelines, and requirements applicable to Grantee's use and occupation of the Easement.

15. Complete Agreement. This Easement represents the complete agreement of the parties regarding the matters described herein. There are no other verbal or written agreements regarding the rights and obligations set forth herein, except as contained in this Easement. This Easement may only be modified by a written document signed by the parties.

16. Severability. If any provision of this Easement is prohibited by law or otherwise determined to be invalid or unenforceable by a court of competent jurisdiction, such provision shall not affect the validity of the remaining provisions of this Easement.

17. Governing Law and Venue. This Easement shall be governed by and construed in accordance with the laws of the State of Washington. The venue for any action to enforce or

interpret this Easement shall lie in the Superior Court of Washington for Snohomish County, Washington.

18. Authority. Each party signing this Easement if on behalf of an entity, represents that they have full authority to sign this Easement on behalf of such entity.

GRANTOR:

GRANTEE: Snohomish County

BY: _____

Lisbanos H. Geberlasie

BY: _____

Carl Jorgensen

BY: _____

Sofia H. Ghebrelasie

TITLE: Property Officer

DATE _____

DATE _____

Approval as to form:

Deputy Prosecuting Attorney