

Thank you for your payment.  
E195381 \$37.00  
MELINDA S. 11/07/2022

**After Recording Return to:**

Thompson, Guildner & Associates, Inc., P.S.  
110 Cedar Avenue, Suite 102  
Snohomish, WA 98290

**TEMPORARY CONSTRUCTION EASEMENT**

Grantor: BENJAMIN ALAN SANDERS-PUGH and  
ANDREA MARIA SANDERS-PUGH  
Grantee: KIRKLAND DEVELOPMENT PARTNERS, LLC and/or Assigns  
Legal Description: Ptn of Lots 20 and 21, Rucker's Mill Plat No 2, V7 P54, Sno Co Add'l p. 9-11  
Tax Parcel No: Ptn of 005623-000-020-01 and 005623-000-021-00

KNOW ALL MEN BY THESE PRESENTS, that the Grantor, BENJAMIN ALAN SANDERS-PUGH and ANDREA MARIA SANDERS-PUGH, husband and wife, for and in consideration of the mutual benefits to the parties, does hereby grant to the Grantee, KIRKLAND DEVELOPMENT PARTNERS, LLC, a Washington Limited Liability Company, and/or Assigns, and its employees, contractors, agents, permittees and licensees, the right, permit, license and easement to use and occupy the hereinafter described lands, as described in **EXHIBIT 1** attached hereto and incorporated herein as "TCE Area."

Grantor is the vested owner of the real property legally described in **EXHIBIT 2** (herein "Grantor's Property") upon which the TCE Area is located. Grantee is the vested owner and/or a party holding certain property rights over the real property legally described in **EXHIBIT 3** (herein "Grantee's Property"). The Grantor and Grantee will be collectively or individually referred to herein as "Parties."

This temporary construction easement is grant subject to the following terms and conditions:

- 1. Purpose: This Easement is granted together with rights of ingress and egress, for the purposes of constructing the following residential development improvements on Grantee's Property:

- a. Residential driveway access across the Grantee's property.
  - b. Stormwater and drainage improvements to be located on the Grantee's property.
2. **Scope of activity:** The Parties agree that construction related activities permitted within the TCE Area may include:
  - a. Grading of the TCE Area to remove excess vegetation, soil, and debris material from the TCE Area and Grantee's Property. Vegetation removal from Grantor's Property and TCE Area shall be at the cost of the Grantee.
  - b. Removal and disposal of the ecology block retaining wall located within the TCE Area.
  - c. Restoration of Grantor's Property pursuant to the agreed upon design depicted in **EXHIBIT 4**. Grantee shall erect a 6' cedar fence along the entire mutual property line, subject to governmental restrictions and/or setbacks, Grantee shall begin work on the fence within 3 weeks of Grantee's completion of work in the Easement Area, and complete the fence within 3 weeks of starting, weather and labor permitting. Said fence shall be considered the property of Grantor, with rights to own and maintain it in the future. Grantee shall be responsible for the restoration costs to the Grantor's Property.
  - d. Other purposes incidental to the construction purpose as approved by the Grantor.
3. **Duration:** The duration of this easement shall be limited to seven weeks from the day that excavation begins, or such earlier date as Grantee's construction activities within the TCE Area is completed or such later date as necessary based on weather, material and/or labor availability. In any event, these construction activities shall be completed as soon as reasonably possible. Should Grantee's construction activities within the TCE Area be completed prior to the expiration of this Temporary Construction Easement, Grantee shall provide notice to the Grantor of said completion. Upon the completion of Grantee's construction activities or the expiration of this easement, Grantee shall permanently remove all of its property from the TCE Area without request or other action by Grantor.
4. **Limitation of construction:** Unless otherwise agreed by the Parties, entry onto the TCE Area by Grantee, its officers, agents and employees, permittees, and licensees shall be limited to weekdays, excluding observed federal holidays, between the hours of 7:00 a.m. and 6:00 p.m.
5. **Notice of Construction Activities:** Grantor shall provide three weeks' notice to Grantee via email to [bpugh@veca.com](mailto:bpugh@veca.com) that construction activities within the TCE Area are scheduled to commence. Said notice shall describe the general construction activities to be performed within the TCE Area and the expected duration of the construction activity to be performed within the TCE Area. Construction activities shall be completed in a timely manner with no unnecessary or unreasonable delays. Should construction activity be halted for more than 2 full

working days after the notice of construction activities is provided, Grantor may presume that the construction activities have been completed or halted. Additional 24-hour notices are required to be presented to Grantor when construction activities are scheduled to restart.

6. Grantee and/or its contractors will make reasonable efforts to minimize disruption and inconvenience to the TCE Area and uses made thereof.
7. Grantor acknowledges that some of the construction work and vegetation removal from Grantor's Property may result in changes to Grantor's Property. Upon completion of all work, Grantee shall be responsible for re-planting the vegetation that was removed in accordance with Exhibit 4 and putting any disturbed portions of Grantor's Property in a neat, good and sound condition.
8. Grantee hereby agrees to fully clean up any debris or other waste resulting from Grantee's construction use of the TCE Area and fully restore the Grantor Property, except as described herein, to its condition prior to Grantee's use of the TCE Area unless otherwise agreed by written agreement between the Parties. Should Grantee fail to restore the Grantor Property as described in 2c and Exhibit 4, Grantee shall securely replace the ecology block retaining wall.
9. Grantee shall permit no debris, waste or discharge of any hazardous substances onto the Grantor Property as a result of its use under this Temporary Construction Easement. For purposes of this paragraph, the definition of the term "hazardous substances" shall be those used in applicable state and federal regulations, provided that the definition of the term "hazardous substance" shall include petroleum and related byproducts and hydrocarbons.
10. The Grantee shall not use said premises for any unlawful purposes and accepts the premises in the present condition or in the condition that the Grantor may put the same, and specifically agrees that the Grantor shall not in any manner be responsible for any damages of any kind or nature caused the Grantee, its agents, servants or employees, or caused any property upon said premises, whether due to the negligence of the Grantor, agents, officers, or employees or otherwise.
11. The Grantee does herewith assume all risk of loss, damage or injury that may result from the presence of Grantee's property or persons upon the Grantor Property and waives any right of recovery for damage thereto.
12. The Grantee shall defend, indemnify and hold harmless the Grantor from any and all claims whether to persons or property or otherwise arising in any manner from the presence of the Grantee or the Grantee's property or any facilities of the Grantee upon the Grantor Property, and does further hold harmless the Grantor from any injuries to persons, property or otherwise in any manner arising out of the use or operation or possession of the TCE Area by the Grantee, its servants, agents or employees.
13. Grantee will not erect or permit to be erected upon the TCE Area any improvements of any kind or nature inconsistent with this easement. Temporary structures, consistent with the permitted use are allowed, but shall be removed by the termination of this easement.

14. The undersigned Grantee does herewith expressly disclaim for itself, its heirs, successors or assigns any right, title or interest of any kind or nature in and to the Grantor Property, except insofar as granted by this easement, and subject to the terms of this easement. Grantee does further agree for itself, its heirs, successors or assigns, that it will not in any way challenge or contest any ownership by the Grantor of the Grantor Property or any right of the Grantor to execute and grant this Temporary Construction Easement. Provided, this shall not be construed as a warranty on the part of the Grantor of its ownership of the Grantor Property, and it is expressly agreed that the execution and granting of this easement is by way of quit claim only and is not intended to be nor shall be construed as a warranty on the part of the Grantor that the said Grantee shall have good, clear or marketable title to this easement or the uses herein granted, or that the Grantor is the owner of said premises.
15. Grantee shall be responsible to pay all fees associated with the recording of this Temporary Construction Easement with the Snohomish County Auditor, including recording and Real Estate Excise Tax due.
16. Grantee shall reimburse Grantor for attorney fees associated with the drafting and review of this Temporary Construction Easement, in an amount not to exceed \$2,000.00 (Two Thousand and No/100<sup>th</sup> Dollars), which reimbursement shall occur within 7 days of receipt of invoice for such work.
17. In consideration of Grantor's significant loss of privacy, Grantee shall construct a privacy fence located on Grantor's Property along the entire West boundary of the Grantor Property as it currently exists. The fence shall be six feet tall and constructed using 1x6 cedar boards that face Grantor's Property, 4x4 treated posts spaced evenly every six to ~~seven~~ <sup>5.25</sup> feet, with treated 2x4 supports between the posts. Cedar caps shall be installed at the top of the fence. The privacy fence shall not be constructed until Grantee's use of the TCE Area is completed as described in Paragraph 3 above and shall be completed within the timeframe described in Paragraph 3.
18. Grantee hereby agrees, accepts and will comply with all of the terms, conditions and restrictions contained in this Temporary Construction Easement and applicable statutes, orders, rules and regulations, as amended from time to time, of any public authority having jurisdiction.
19. Notwithstanding any of the above, Grantee's work, including any construction and/or replacements within right-of-way and/or in TCE Area, shall be ultimately governed by the City of Lake Stevens, which supersedes this Easement. In the event that Grantee's work ultimately does not include any work within the TCE Area, Grantee's obligations under this Easement, except those obligations detailed in paragraph 16 above for reimbursement of attorney fees, but including the construction of a fence, are waived.

The covenants herein shall run with the land and shall be binding on the grantors, their heirs, successors and assigns for the term of this agreement.

DATED this 14<sup>th</sup> day of September, 2022

KIRKLAND DEVELOPMENT PARTNERS, LLC

By *Thomas J. DeDonato*  
Thomas J. DeDonato (print name)  
Managing Member (title)

~~DATED this \_\_\_\_\_ day of September, 2022~~

~~\_\_\_\_\_  
BENJAMIN ALAN SANDERS-PUGH~~

~~DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2022~~

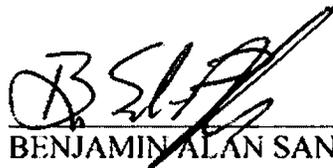
~~\_\_\_\_\_  
ANDREA MARIA SANDERS-PUGH~~

~~DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2022~~

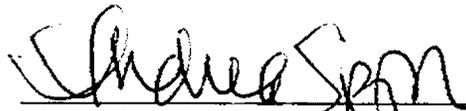
~~KIRKLAND DEVELOPMENT PARTNERS, LLC~~

~~By \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (title)~~

DATED this 14<sup>th</sup> day of October, 2022

  
\_\_\_\_\_  
BENJAMIN ALAN SANDERS-PUGH

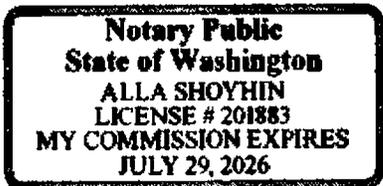
DATED this 13<sup>th</sup> day of October, 2022

  
\_\_\_\_\_  
ANDREA MARIA SANDERS-PUGH

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SNOHOMISH )

I certify that I know or have satisfactory evidence that Thomas J. DeDonato is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Managing Member of KIRKLAND DEVELOPMENT PARTNERS, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 19 day of September, 2022.



[Signature]  
Alla Shoyhin  
Notary Public  
(Legibly print name of notary)  
NOTARY PUBLIC in and for the State of  
Washington, residing at Leavenworth, WA  
My commission expires July 29, 2026

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that BENJAMIN ALAN SANDERS-PUGH and ANDREA MARIA SANDERS-PUGH are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

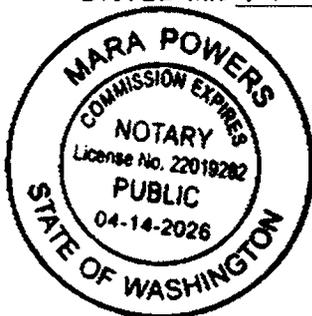
DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
\_\_\_\_\_  
(Legibly print name of notary)  
NOTARY PUBLIC in and for the State of  
Washington, residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SNOHOMISH )

I certify that I know or have satisfactory evidence that BENJAMIN ALAN SANDERS-PUGH is the person who appeared before me, and said person acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 14<sup>th</sup> day of October, 2022.

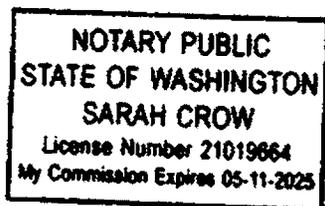


Mara Powers  
Mara powers  
(Legibly print name of notary)  
NOTARY PUBLIC in and for the State of  
Washington, residing at Snohomish  
My commission expires 4-14-2026

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SNOHOMISH )

I certify that I know or have satisfactory evidence that ANDREA MARIA SANDERS-PUGH is the person who appeared before me, and said person acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 13<sup>th</sup> day of October, 2022.



Sarah Crow  
Sarah Crow  
(Legibly print name of notary)  
NOTARY PUBLIC in and for the State of  
Washington, residing at Everett, WA  
My commission expires 05/11/2025

**EXHIBIT 1**  
(TCE Area)

A PORTION OF LOT 20, RUCKER'S MILL PLAT NO. 2, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 7 OF PLATS, PAGE 54, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 29 NORTH, RANGE 6 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 20; THENCE NORTH 00°01'39" EAST, ALONG THE WESTERLY LINE THEREOF, A DISTANCE OF 44.84 FEET; THENCE SOUTH 89°58'21" EAST, A DISTANCE OF 15.11 FEET; THENCE SOUTH 00°01'39" WEST, PARALLEL WITH SAID WESTERLY LINE, A DISTANCE OF 30.29 FEET MORE OR LESS TO THE NORTHERLY MARGIN OF MITCHELL DRIVE; THENCE SOUTH 46°05'44" WEST, ALONG SAID NORTHERLY MARGIN, A DISTANCE OF 20.98 FEET TO THE POINT OF BEGINNING.

**EXHIBIT 2**  
(Grantor's Property)

Lot 20, Except the North 811.77 feet thereof, RUCKER'S MILL PLAT NO. 2, according to the plat thereof recorded in Volume 7 of Plats, Page 54, in Snohomish County, Washington, TOGETHER WITH the South 5 feet of said Lot 20.

Situate in the County of Snohomish, State of Washington.

Assessor's property tax parcel number 005623-000-020-01.

**EXHIBIT 3**  
(Grantee's Property)

Lot 21, Rucker's Mill Plat No. 2, according to the plat thereof, recorded in Volume 7 of Plats, Page 54, records of Snohomish County, Washington.

Situate in the County of Snohomish, State of Washington.

Assessor's property tax parcel number 005623-000-021-00

**EXHIBIT 4**  
 (Restoration of Grantor's Property)

Grantor's Property 005623-000-020-01

