After recording return document to:

INSERT AGENCY NAME

INSERT AGENCY ADDRESS

CITY, STATE ZIP

**Document Title: Temporary Easement**

**Reference Number of Related Document:** INSERT N/A OR PRIOR RELATED RECORDING #

**Grantor(s):** INSERT PROPERTY OWNER NAMES

**Grantee(s):** INSERT AGENCY NAME

**Legal Description:** INSERT ABBREVIATED LEGAL DESCRIPTION

**Additional Legal Description is on Page** INSERT PAGE NUMBER **of Document.**

**Assessor’s Tax Parcel Number:** INSERT TAX PARCEL BEING ACQUIRED

**TEMPORARY EASEMENT**

INSERT PROJECT TITLE

The Grantor(s), INSERT PROPERTY OWNER NAMES, for and in consideration of TEN AND NO/100 ($10.00) DOLLARS, and other valuable consideration, conveys and grants unto the INSERT AGENCY NAME, and its assigns, Grantee, under the imminent threat of the Grantee’s exercise of its right of Eminent Domain, the right, privilege and easement over, upon, and across the hereinafter described lands for the purpose of INSERT SPECIFIC PURPOSE

Said lands being situated in INSERT COUNTY NAME County, State of Washington, and described in Exhibit A, attached hereto, and made a part hereof.

*Delete the below paragraph if utilizing Floating Temporary Rights Option 3 or 4 (the term is already covered within that language).*

The term of this Temporary Easement shall commence on the date of acceptance of this Temporary Easement by Grantee and shall terminate on INSERT TERMINATION DATE, hereinafter the “Term”.

OPTIONAL EXTENSION PARAGRAPH (delete if not needed):

It is further agreed that this Temporary Easement may be extended by up to INSERT TIMEFRAME-NOT TO EXCEED 1 YEAR at the Grantee’s option. The rate associated with this extension shall be at the same rate as the original Temporary Easement, or at the newly established rate determined by an updated INSERT EITHER ADMINISTRATIVE OFFER SUMMARY OR APPRAISAL-WHICHEVER METHOD WAS USED TO ESTABLISHED ORIGINAL RATE); whichever is higher. Grantee shall notify Grantor in writing, and render payment, prior to exercising this option.

**FOR FLOATING TEMPORARY RIGHTS ONLY**: INCLUDE THE FOLLOWING SENTENCE AND SELECT THE APPROPRIATE OPTION. DELETE STATEMENT AND OPTIONS IF NOT APPLICABLE.

Provided however, that Grantee’s use and occupancy of the easement area is limited to:

*OPTION 1: Use if the temporary occupancy is for a number of consecutive days/month (example: 60 consecutive days during the term OR 3 consecutive months during the term.*

INSERT NUMBER OF CONSECUTIVE DAYS/MONTHS/YEARS consecutive INSERT DAYS/MONTHS/YEARS during the Term.

*OPTION 2: Use if temporary occupancy is for either consecutive or non-consecutive days/months (example: “80 total days, consecutive or non-consecutive during the Term” or “3 total months, consecutive or non-consecutive during the Term”. A sample scenario, the contractor may want to occupy the property a total of 3 months but at 1-month intervals.*

INSERT NUMBER OF CONSECUTIVE DAYS/MONTHS/YEARS, consecutive or non-consecutive, during the Term.

*OPTION 3: Use if the temporary occupancy is for a specific known period (example: March 1, 2021, through July 15, 2021).*

The term of this Temporary Easement shall commence on INSERT START DATE and shall terminate on INSERT TERMINATION DATE, hereinafter the “Term”.

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*Option 4: Use if the temporary easement is for multiple periods or phased work (example: 1st phase for construction (March 1, 2021-July 15, 2021) and the 2nd for plant establishment (September 15, 2021-October 15, 2021).*

The term of this Temporary Easement shall commence on INSERT START DATE and shall terminate on INSERT TERMINATION DATE for INSERT PHASE TYPE and again between INSERT MONTH/DAY/YEAR and INSERT MONTH/DAY/YEAR for INSERT PHASE TYPE.

FOR ALL FLOATING TEMPORARY RIGHTS, THE FOLLOWING MUST BE INCLUDED:

Grantee shall provide Grantor written notice no less then INSERT NUMBER OF DAYS days in advance of Grantee’s intent to exercise its rights under this Temporary Easement.

It is understood and agreed that delivery of this temporary easement is hereby tendered and that the terms and obligations hereof shall not become binding upon the INSERT AGENCY NAME unless and until accepted and approved hereon in writing for the INSERT AGENCY NAME, by its authorized agent.

Dated: , 20\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

INSERT PROPERTY OWNER NAME

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

INSERT PROPERTY OWNER NAME

Accepted and Approved

INSERT AGENCY NAME

By:

INSERT NAME SIGNING FOR AGENCY

INSERT TITLE OF PERSON SIGNING

Date: , 20\_\_\_\_\_\_\_\_

Acknowledgment

EXHIBIT A

INSERT PROPERTY LEGAL DESCRIPTION

Grantor’s Initials