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06/23/2021 01:46 PM Pages: 1 of 8 Fees: \$110.50  
Skagit County Auditor

Recording Requested By And  
When Recorded Mail To:

Skagit County  
Public Works Department  
Attn: Emily Derenne  
1800 Continental Place  
Mount Vernon, Washington 98273

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

JUN 23 2021

Amount Paid \$  
Skagit Co. Treasurer  
By *ML* Deputy

DOCUMENT TITLE: **TEMPORARY CONSTRUCTION EASEMENT**

REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*

GRANTOR(S): **Cedargrove Maintenance Co.**, a Washington nonprofit corporation.

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

ABBREVIATED LEGAL DESCRIPTION: CEDARGROVE ON THE SKAGIT LOT A, COMMON AREA PARK (Complete LEGAL DESCRIPTION provided at *Exhibit "C"*).

ASSESSOR'S TAX / PARCEL NUMBER(S): **P64306** (XrefID: 3877-000-298-0013)

**TEMPORARY CONSTRUCTION EASEMENT**

The undersigned, **Cedargrove Maintenance Co.**, a Washington nonprofit corporation ("Grantor"), for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, hereby grants to **Skagit County**, a political subdivision of the State of Washington ("Grantee"), 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 Project purposes, including maintenance of existing culvert(s), conveyance system(s), and/or existing structure(s) within said Temporary Easement area, and 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 (as described at *Exhibit "D"*).

**2. Use of Easement.** 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 Project purposes, including the installation of a pedestrian bridge, staging for construction and maintenance, installation of large woody debris, channel modification, and riparian replanting as further described at *Exhibit "D"* attached hereto and incorporated by reference. Grantor shall not have the right to exclude Grantee, Grantee's employees, agents, contractors, or other third parties from the Temporary Easement area. 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 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 parties specifically recognize and agree that the Project is not intended to create or provide any flood control protection, purpose, or benefit for Grantor. 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 December 31<sup>st</sup>, 2023, 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 arising from or related to this Temporary Easement shall be in Skagit County, State of Washington.

**5. Other Terms** (Modifications; Neutral Authorship; Captions & Counterparts; Entire Agreement). This Temporary Easement may be changed, modified, amended or waived only by subsequent written agreement, duly executed by the parties hereto. Each of the terms and provisions of this Temporary Easement have been reviewed and negotiated, and represents the combined work product of the parties hereto. No presumption or other rules of construction which would interpret the provisions of this Temporary Easement in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Temporary Easement. The parties represent and warrant that they have fully read this Temporary Easement, that they understand its meaning and effect, and that they enter into this Temporary Easement with full knowledge of its terms. This Temporary Easement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. This Temporary Easement contains all the terms and conditions mutually agreed upon by the parties. This Temporary Easement supersedes any prior oral statements, discussions, and/or understandings between the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Temporary Easement shall be deemed to exist or to bind any of the parties hereto.

DATED this 15<sup>th</sup> day of June, 2021.

**GRANTOR:**

Cedargrove Maintenance Co., a Washington nonprofit corporation.

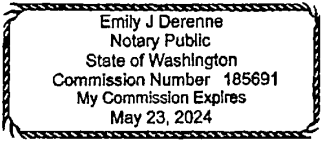
By: Brad Monrad  
Brad Monrad, Cedargrove Board President

STATE OF WASHINGTON }  
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that Brad Monrad, as the Cedargrove Board President of the Cedargrove Maintenance Co., a Washington nonprofit corporation, is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he executed the forgoing instrument as his duly authorized free and voluntary act for the uses and purposes herein mentioned.

DATED this 15<sup>th</sup> day of June, 2021.

(SEAL)



Notary Public  
Print name: Emily Derenne EMILY DERENNE  
Residing at: Bellingham WA  
My commission expires: 5/23/2024

DATED this 21 day of June, 2021.

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

\_\_\_\_\_  
Lisa Janicki, Chair

\_\_\_\_\_  
Peter Browning, Commissioner

\_\_\_\_\_  
Ron Wesen, Commissioner

Attest:

\_\_\_\_\_  
Clerk of the Board

Authorization per Resolution R20160001:

Susha Yegne  
County Administrator

Recommended:

Sam Beardsorn  
Department Head

Approved as to form:

[Signature] 6/17/21  
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Bonnie Halay  
Risk Manager

Approved as to budget:

Susha Yegne  
Budget & Finance Director

**EXHIBIT "A"**  
**TEMPORARY EASEMENT LEGAL DESCRIPTION**  
**Skagit County Assessor Tax Parcel No.: P64306**

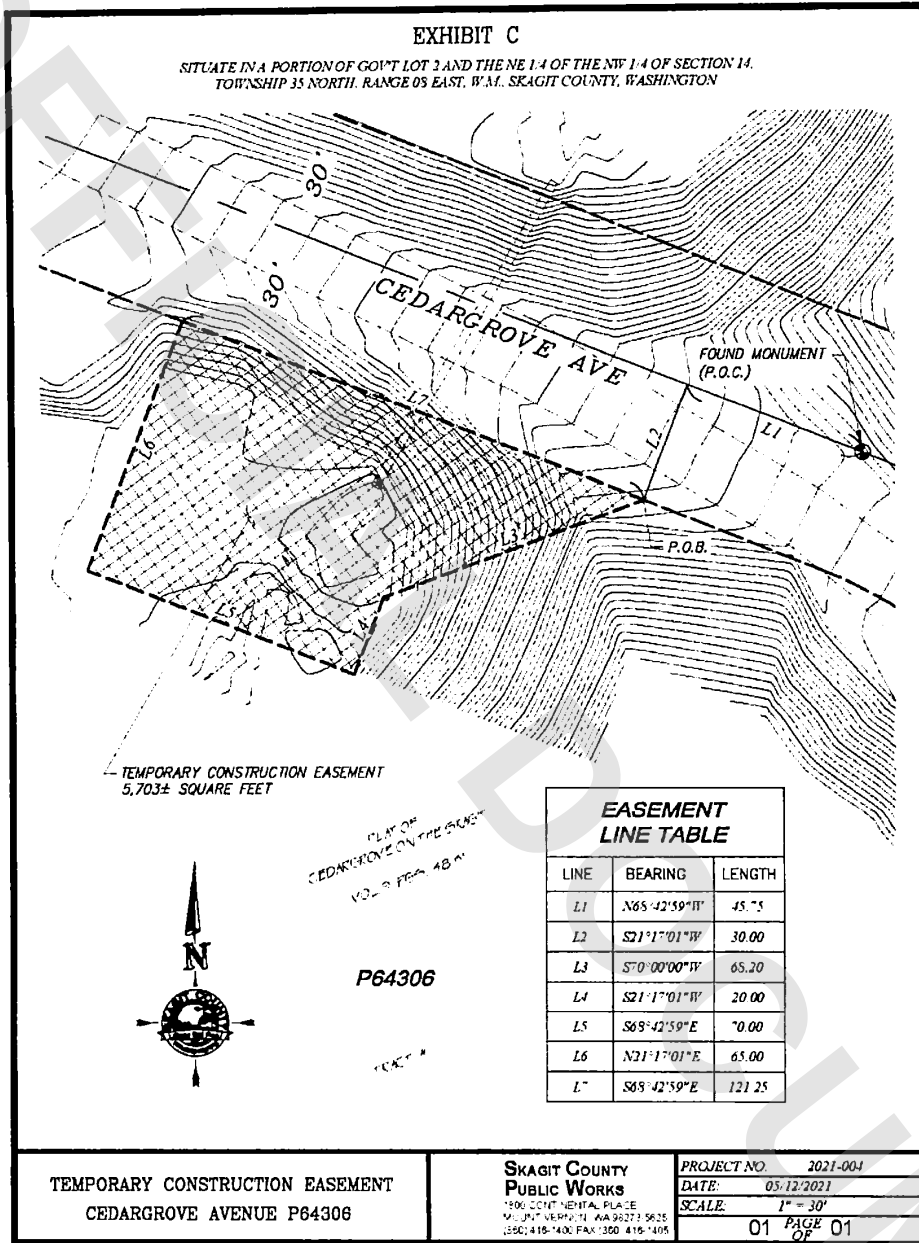
WITHIN THE DESCRIBED PORTIONS OF GOVERNMENT LOT 2 AND THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 35 NORTH, RANGE 8 EAST. W.M.,

COMMENCING AT THE MONUMENTED POINT OF TANGENCY ON THE CENTERLINE OF CEDARGROVE AVENUE PER THE PLAT OF CEDARGROVE ON THE SKAGIT, VOLUME OF 9 OF PLATS, PAGES 48-51, RECORDS OF SKAGIT COUNTY, WASHINGTON;  
THENCE NORTHWESTERLY ALONG THE SAID CENTERLINE NORTH 68°42'59" WEST A DISTANCE OF 45.75 FEET;  
THENCE DEPARTING SAID CENTERLINE AT RIGHT ANGLES SOUTH 21°17'01" WEST A DISTANCE OF 30.00 FEET TO THE SOUTHERLY RIGHT OF WAY MARGIN OF SAID ALDERGROVE ROAD TO THE **POINT OF BEGINNING**;  
THENCE SOUTH 70°00'00" WEST A DISTANCE OF 68.20 FEET;  
THENCE SOUTH 21°17'01" WEST A DISTANCE OF 20.00 FEET;  
THENCE NORTH 68°42'59" WEST A DISTANCE OF 70.00 FEET;  
THENCE NORTH 21°17'01" WEST A DISTANCE OF 65.00 FEET, MORE OR LESS, TO THE SAID RIGHT OF WAY MARGIN;  
THENCE SOUTHEASTERLY ALONG SAID RIGHT OF WAY MARGIN SOUTH 68°42'59" EAST A DISTANCE OF 121.25 FEET TO THE **POINT OF BEGINNING**;

CONTAINING 5,703 SQUARE FEET, MORE OR LESS.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

**EXHIBIT "B"**  
**GRAPHIC DEPICTION OF TEMPORARY EASEMENT AREA**  
 Skagit County Assessor Tax Parcel No.: P64306



**EXHIBIT "C"**  
**LEGAL DESCRIPTION OF GRANTOR'S PROPERTY**  
**Skagit County Assessor Tax Parcel No.: P64306**

THE FOLLOWING DESCRIBED PORTION OF GOVERNMENT LOT 2 AND THE NORTHEAST  
1/4 OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 35 NORTH, RANGE 8 EAST, W.M.;

TRACT 'A', PER THE PLAT OF "CEDARGROVE ON THE SKAGIT", RECORDED UNDER  
VOLUME 9 OF PLATS, PAGES 48-51, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

