



202409110155

09/11/2024 03:53 PM Pages: 1 of 8 Fees: \$310.50
Skagit County Auditor

Recording Requested By And
When Recorded Mail To:

Skagit County
Public Works Department
Attn: Shaun Tawes - Special Operations
1800 Continental Place
Mount Vernon, Washington 98273

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Kamille Anderson
DATE 9/11/2024

DOCUMENT TITLE: TEMPORARY CONSTRUCTION EASEMENT

REFERENCE NUMBER OF RELATED DOCUMENT: Not Applicable

GRANTOR(S): Doris Taylor, an unmarried person.

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

ASSESSOR'S TAX / PARCEL NUMBER(S): P63751 (XrefID: 3871-000-198-0002)

ABBREVIATED LEGAL DESCRIPTION: LT. 198, Cascade River Park No. 1 (Complete LEGAL DESCRIPTION provided at Exhibit "C").

SKAGIT COUNTY
Contract # C20240430
Page 1 of 8

TEMPORARY CONSTRUCTION EASEMENT

The undersigned, Doris Taylor, an unmarried person, (referred to herein as "Grantor") and Skagit County, a political subdivision of the State of Washington (referred to herein as "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 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 removal of two trees (as further described in Exhibit "D") 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 (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 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 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 (or otherwise alter, interfere with, or disturb the Project) while the Temporary Easement is in effect, without approval of the Grantee.

2.1 Grantor releases and holds harmless Grantee from any unanticipated impacts to Grantor's Property resulting from and/or related to the Project work and/or this Temporary Easement. Grantor

specifically recognizes and agrees that Grantee is in no way obligated in the future to undertake additional Project work at the Grantor's property, and/or to maintain and/or repair any specific previous work and/or facilities at (or in 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 December 31, 2025, 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 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:
Doris Taylor, an unmarried person

By: Doris Taylor

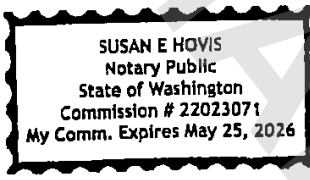
Date: Aug. 7, 2024

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

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

DATED this 7 day of August, 2024
(SEAL)

Susan E. HoVIS
Notary Public
Print name: Susan E. HoVIS
Residing at: 5300-24th AVE NE #532
My commission expires: May 25, 2026



DATED this 3 day of September, 2024.

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

Peter Browning / Chair

Lisa Janicki, Commissioner

Ron Wesen, Commissioner

Attest:

Clerk of the Board

Authorization per Resolution R20160001:

Lisha Yegor
County Administrator

Recommended:

[Signature]
Department Head

Approved as to form:

[Signature] 8/29/24
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

[Signature]
Risk Manager

Approved as to budget:

Lisha Yegor
Budget & Finance Director

EXHIBIT "A"
P63751
TEMPORARY CONSTRUCTION EASEMENT LEGAL DESCRIPTION

A temporary easement for the purpose of removal of two hazard trees over and across a portion of Lot 198. "Cascade River Park No. 1" as per Plat recorded in volume 8 of plats, pages 54 to 59, inclusive, records of Skagit County, Washington more particularly described as follows:

Beginning at the northeastern corner of Skagit County tax parcel P63751;

Thence westerly along the northern property line to the western property line;

Thence southerly along the western property line ± 100 feet;

Thence easterly to a point along the eastern property line ± 100 feet from the northern property line;

Thence northerly along the eastern property line to the true point of Beginning.

Subject to all covenants, conditions, restrictions, reservations, agreements, easements, provisions, and assessments of record, if any.

Situate in the County of Skagit, State of Washington.

EXHIBIT "B"
P63751

GRAPHIC DEPICTION OF TEMPORARY CONSTRUCTION EASEMENT AREA

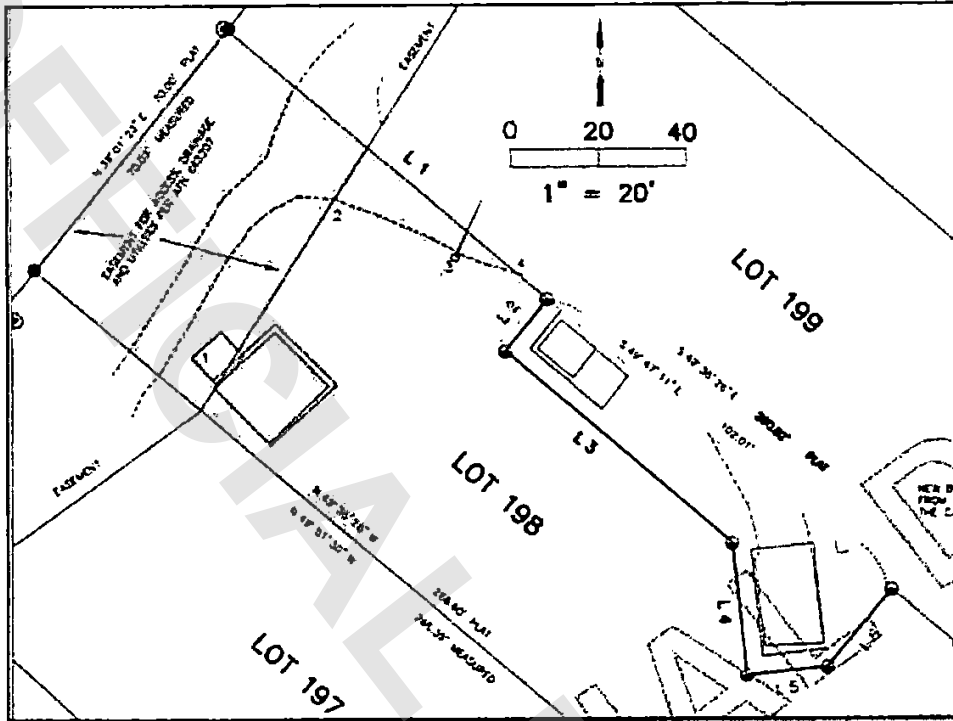


EXHIBIT "C"
LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

For APN/Parcel ID(s): P63751 / 3871-000-198-0002

LOT 198, "CASCADE RIVER PARK NO. 1" AS PER PLAT RECORDED IN VOLUME 8 OF PLATS, PAGES 54 TO 59, INCLUSIVE, RECORDS OF SKAGIT COUNTY, WASHINGTON;

EXCEPT THAT PORTION OF SAID LOT 198 IN BOUNDARY LINE ADJUSTMENT AWARDED BY SKAGIT COUNTY SUPERIOR COURT CAUSE NO. 15-2-00821-8, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A REBAR AND CAP STAMPED: "ZITKOVICH, L.S. 46904" AT THE NORTHWEST CORNER OF SAID LOT 198, PER RECORD OF SURVEY FILED UNDER AUDITOR'S FILE NO. 201405230129;

THENCE NORTH 39°01'13" EAST, A DISTANCE OF 70.03 FEET TO A REBAR AND CAP STAMPED: "ZITKOVICH, L.S. 46904" AT THE NORTHEAST CORNER OF SAID LOT 198;
THENCE SOUTH 49° 47' 11" EAST, ALONG THE EAST LINE OF SAID LOT 198 PER THE AFORESAID RECORD OF SURVEY, DISTANCE OF 94.79 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 39°33'25" WEST A DISTANCE OF 16.15 FEET;

THENCE SOUTH 49°47'11" EAST A DISTANCE OF 67.30 FEET;

THENCE SOUTH 6°04'10" EAST A DISTANCE OF 30.20 FEET;

THENCE NORTH 84°12'29" EAST A DISTANCE OF 18.29 FEET;

THENCE NORTH 40°12'49" EAST A DISTANCE OF 22.87 FEET;

THENCE NORTH 49°47'11" WEST A DISTANCE OF 102.01 FEET TO THE TRUE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

Exhibit "D"
PROJECT DESCRIPTION

The Project work shall include (but is not necessarily limited to):

- Ingress and egress to, from, and within the Temporary Easement area for all Project work and purposes.
- Staging of equipment for access and for conducting Project work.
- Vegetation management activities primarily involving removal of up to two (2) hazardous trees at and within adjacent County road right-of-way for Cascade River Road (County Road # 97950).