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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

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY HB
DATE 10.9.21

DOCUMENT TITLE: TEMPORARY CONSTRUCTION EASEMENT

REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*

GRANTOR(S): Ovenell Properties North, LLC, a Washington limited liability company

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

ABBREVIATED LEGAL DESCRIPTION: CU F&A #56 AF#8002040014 1981: NE1/4 NW1/4, SECTION 14, TOWNSHIP 35 NORTH, RANGE 8 EAST, W.M., EXC RD & SW1/4 NE1/4 NW1/4 LESS TAX 2 Complete LEGAL DESCRIPTION provided at *Exhibit "C"*.

ASSESSOR'S TAX / PARCEL NUMBER(S): P43899 (XrefID: 350814-2-001-0000)

TEMPORARY CONSTRUCTION EASEMENT

The undersigned, **Ovenell Properties North, LLC**, a Washington limited liability company ("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 31st, 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 20 day of May, 2021.

GRANTOR:

Ovenell Properties North, LLC

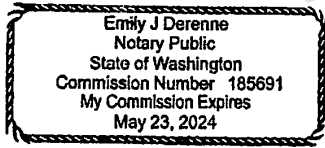
By: Cynthia K Kleinhuizen
Print name: Cynthia Kleinhuizen
Governing Person

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

On this day personally appeared before me Cynthia Kleinhuizen, as a duly authorized Governing person of Ovenell Properties North, LLC, a Washington limited liability company, who executed the within and foregoing instrument and acknowledged that she signed the same as her free and voluntary act and deed for the purposes therein mentioned.

DATED this 20 day of May, 2021.

(SEAL)



Emily Derenne
Notary Public
Print name: Emily Derenne
Residing at: Bellingham WA
My commission expires: May 23, 2024

DATED this 1st 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:

Lisha Yegor
County Administrator

Recommended:

Sam Berntson
Department Head

Approved as to form:

[Signature] 5/26/21
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

[Signature]
Risk Manager

Approved as to budget:

Lisha Yegor
Budget & Finance Director

EXHIBIT "A"
TEMPORARY EASEMENT LEGAL DESCRIPTION

WITHIN THE DESCRIBED PORTIONS OF 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 60.75 FEET;
THENCE DEPARTING SAID CENTERLINE AT RIGHT ANGLES NORTH 21°17'01" EAST A DISTANCE OF 30.00 FEET TO THE NORTHERLY RIGHT OF WAY MARGIN OF SAID CEDARGROVE AVENUE TO THE **POINT OF BEGINNING**;
THENCE NORTHWESTERLY ALONG SAID RIGHT OF WAY MARGIN NORTH 68°42'59" WEST A DISTANCE OF 150.00 FEET;
THENCE DEPARTING SAID RIGHT OF WAY MARGIN NORTH 21°17'01" EAST A DISTANCE OF 30.00 FEET;
THENCE SOUTH 68°42'59" EAST A DISTANCE OF 150.00 FEET;
THENCE SOUTH 21°17'01" WEST A DISTANCE OF 30.00 FEET, MORE OR LESS, TO SAID RIGHT OF WAY MARGIN AND THE **POINT OF BEGINNING**;
CONTAINING 4,500 SQUARE FEET, MORE OR LESS.
SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

EXHIBIT "B"
GRAPHIC DEPICTION OF TEMPORARY EASEMENT AREA

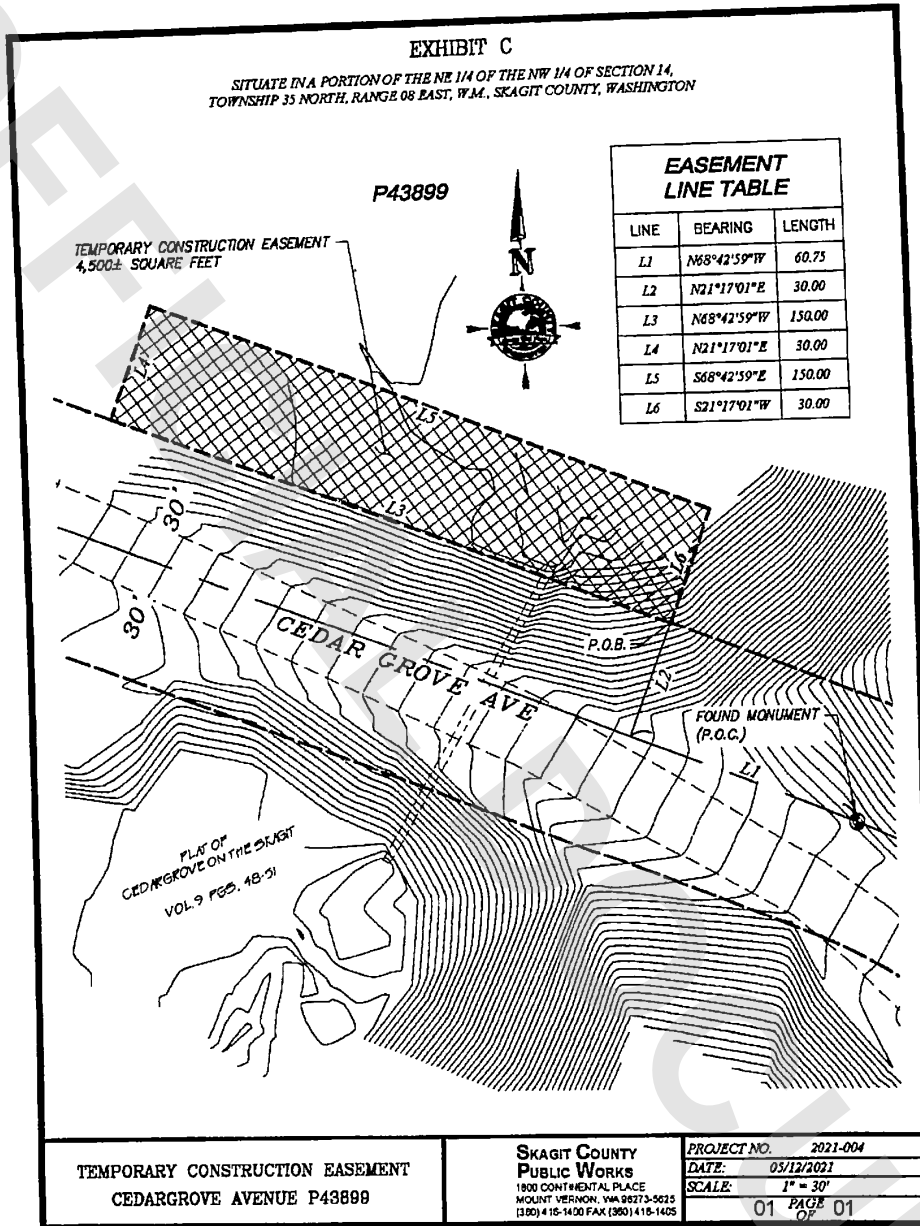


EXHIBIT "C"
LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

PER QUIT CLAIM DEED FILED UNDER AUDITOR'S FILE NO. 202101130120;

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

BEGINNING AT THE SOUTHWEST CORNER OF GOVERNMENT LOT 9 OF SECTION 11; THENCE EAST ALONG THE SOUTH LINE OF SAID SUBDIVISION TO THE SOUTHEAST CORNER THEREOF; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF SAID SUBDIVISION TO THE NORTHWEST CORNER THEREOF; THENCE WESTERLY ALONG THE NORTHERLY LINE OF GOVERNMENT LOTS 10 AND 11 TO THE NORTHWEST CORNER OF GOVERNMENT LOT 11; THENCE SOUTHWESTERLY ALONG THE WESTERLY LINE OF SAID GOVERNMENT LOT 11 TO THE SOUTHWEST CORNER THEREOF; THENCE ALONG THE SOUTH LINE OF SAID SECTION 11 TO THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 14; THENCE SOUTH ALONG SAID WEST LINE 400 FEET; THENCE SOUTHEASTERLY TO A POINT WHICH LIES 250 FEET NORTH OF AND 400 FEET EAST OF THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 14; THENCE SOUTH ALONG A LINE LYING 400 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4, 250 FEET TO THE SOUTH LINE OF SAID SUBDIVISION; THENCE EAST ALONG SAID SOUTH LINE TO THE SOUTHEAST CORNER OF SAID SUBDIVISION; THENCE SOUTH ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 14 TO THE SOUTHEAST CORNER OF SAID NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE WEST ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 TO A POINT ON A LINE WHICH IS PARALLEL WITH AND 60 FEET EAST OF THE WEST LINE OF SAID NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE SOUTH ALONG SAID LINE WHICH IS PARALLEL WITH AND 60 FEET EAST OF THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 TO ITS INTERSECTION WITH THE NORTH LINE OF THE SAUK VALLEY ROAD; THENCE EAST ALONG SAID NORTH LINE TO ITS INTERSECTION WITH THE WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 14; THENCE NORTH ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4; THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 AND GOVERNMENT LOT 1 OF SAID SECTION 14 TO THE POINT OF BEGINNING. EXCEPT ANY PORTION THEREOF LYING WITHIN THE PRESENT OR FORMER BED AND SHORES OF THE SKAGIT RIVER. ALSO EXCEPT COUNTY ROAD RIGHTS OF WAY, IF ANY. EXCEPT GOVERNMENT LOT 9 LESS THE WEST 450 FEET OF THE SOUTH 250 FEET. GOVERNMENT LOT 10 LESS THE SOUTH 450 FEET AND GOVERNMENT LOT 11 OF SECTION 11. TOWNSHIP 35 NORTH, RANGE 8 EAST, W.M., LESS ROAD. EXCEPT A 1975 FLEETWOOD 70X14 S/N 6410 MOBILE HOME, A 1991 SKYLINE/HAMPSHIRE66X14 VIN: 229101310 MOBILE HOME, AND A PM 1991 CAVCO/MALIBU 11X35 VIN# UNKNOWN MOBILE HOME. TOGETHER WITH THOSE PORTIONS OF VACATED COUNTY ROADS, IF ANY, WHICH HAVE REVERTED TO SAID PREMISES BY OPERATION OF LAW.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

