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07/08/2021 12:46 PM Pages: 1 of 7 Fees: \$109.50
Skagit County Auditor

AFTER RECORDING RETURN TO:
Public Works – Attn: Brenda Olson
1800 CONTINENTAL PLACE
MOUNT VERNON, WA 98273

DOCUMENT TITLE: Temporary Construction Easement

DATE SIGNED: July 6, 2021

GRANTOR: Steven Enter & Nicole Enter

GRANTEE: Skagit County

COUNTY CONTRACT NO.: C20210315

PARCEL #: P23343

ABBREVIATED LEGAL DESCRIPTION:

Ptn. of Government Lot 3, Section 1, Township 34 N, Range 4 E, W.M.

After Recording, Return to:
SKAGIT COUNTY PUBLIC WORKS DEPARTMENT
Attn: County Engineer
1800 Continental Place
Mount Vernon, WA 98273-5625

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

JUL 08 2021

Amount Paid \$ ✓
Skagit Co. Treasurer
By *MA* Deputy

TEMPORARY CONSTRUCTION EASEMENT SKAGIT COUNTY
Contract # C20210315

Grantors:	Steven Enter and Nicole Enter	Page 1 of 6
Grantee:	Skagit County	
Abbreviated Legal Description:	a political subdivision of the State of Washington Ptn. of Government Lot 3, Section 1, Township 34 N, Range 4 E, W.M.	
Additional Legal(s)	Exhibit A and B, attached hereto and made part of	
Assessor's Tax Parcel ID#:	P23343	

Francis Road Reconstruction Section 1

The undersigned, **Steven Enter and Nicole Enter, a married couple** (herein "Grantor"), and **Skagit County**, a political subdivision of the State of Washington (herein "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 depicted on *Exhibit "A"* and legally described 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 a Project, primarily including, but not necessarily limited to, installing an open ditch conveyance system, within said Temporary Easement, for any and all other purposes reasonably related thereto (the "Project").

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. 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. 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 The Grantor specifically recognizes and agrees that Grantee is in no way obligated in the future to make, construct, operate, maintain, or repair the Project at (or within the vicinity of) Grantor's Property pursuant to the terms of this Temporary Easement.

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, 2022, 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 the terms of 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.

DATED this 25 day of May, 2021.

GRANTOR(S):

[Signature]
Steve Enter

[Signature]
Nicole Enter

STATE OF WASHINGTON }
COUNTY OF Skagit } SS:

I hereby certify that I know or have satisfactory evidence that Steve and Nicole Enter, are the persons who appeared before me, and said they acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it to be their free and voluntary, act for the uses and purposes mentioned in this instrument.



Dated: 5/25/2021
Signature: [Signature]
Notary Public in and for the State of Washington
Notary (print name): Sonja Davis
Residing at: Kirkland.

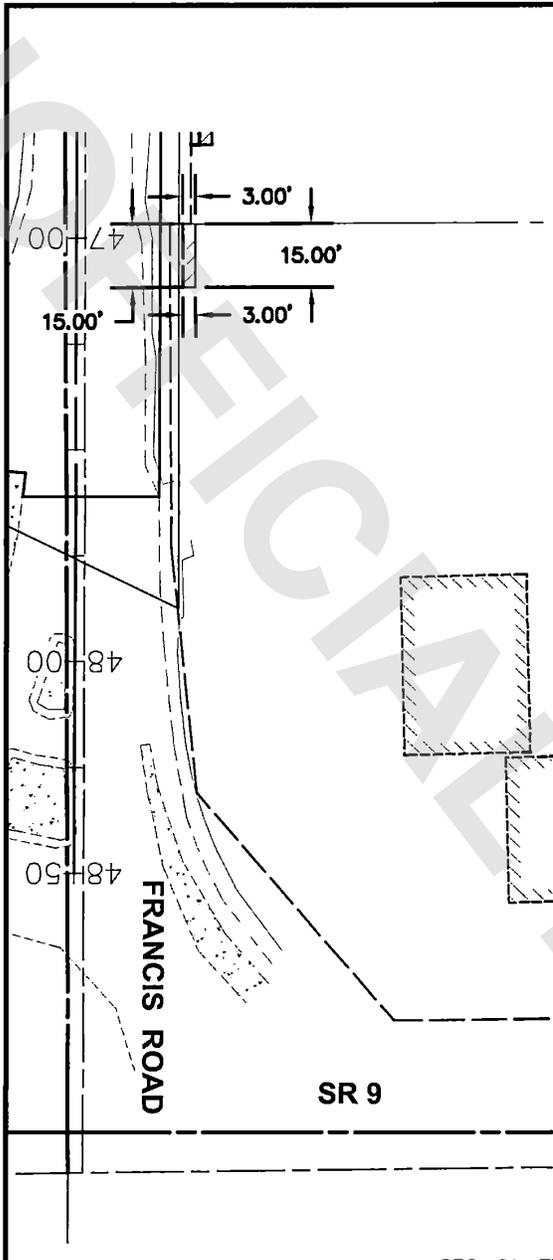
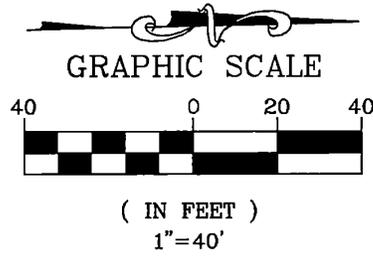


EXHIBIT A

SEC. 01, T34N, R4E, W.M.

06/18/20

P23343

STEVE & NICOLE ENTER
12214 STATE ROUTE 9

LOT AREA (SF)= 33541
 PROPERTY ACQUISITION (SF)= 45
 REMAINING LOT AREA (SF)= 33451
 CONSTRUCTION EASEMENT (SF)= 45

LEGEND

- = PROPOSED TEMPORARY CONSTRUCTION EASEMENT
- = PROPOSED TEMPORARY CONSTRUCTION EASEMENT
- = PROPOSED ROW AQUISITION
- = EXISTING ROW
- = EXISTING PROPERTY LINE
- = EXISTING EASMENT LINE

**EXHIBIT B
LEGAL DESCRIPTION
FOR
TEMPORARY CONSTRUCTION EASEMENT
STEVE & NICOLE ENTER TO SKAGIT COUNTY
(Portion of Assessor's Parcel No. P23343)**

That portion of the of Government Lot 3, Section 1, Township 34 North, Range 4 East, W.M., Skagit County, Washington, more particularly described as follows:

Commencing at the Southeast corner of said Government Lot 3; Thence North $88^{\circ}54'57''$ West along the South line of said Government Lot 3, for a distance of 214.38 feet; Thence North $01^{\circ}05'02''$ East for a distance of 28.00 feet to the **Point of Beginning**. Thence continuing North $01^{\circ}05'02''$ East for a distance of 3.00 feet; Thence South $88^{\circ}54'57''$ East for a distance of 15.00 feet; Thence South $01^{\circ}05'02''$ West for a distance of 3.00 feet; Thence North $88^{\circ}54'57''$ West for a distance of 15.00 feet to the **Point of Beginning**.

Continuing 45 Square Feet, more or less.

The portion of parcel P23343 described above is derived from the engineering design for Skagit County Public Works project number ES7900-8, Francis Road Reconstruction Section 1.

Situate in Skagit County, Washington.

Prepared by Larry Steele & Associates, Inc.
Land Surveyors
1334 King Street, Ste. 1
Bellingham WA 98229
360-676-9350
Job #15618
November 21, 2020



4/23/21