

Recording Requested By And When Recorded Mail To:

08/25/2021 09:35 AM Pages: 1 of 11 Fees: \$213.50 Skagit County Auditor

Skagit County Department of Emergency Management

Attn: Mr. Hans Kahl 2911 E. College Way, Suite B Mount Vernon, Washington 98273

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY DH D
DATE &- 24-21

DOCUMENT TITLE: TEMPORARY EASEMENT

REFERENCE NUMBER OF RELATED DOCUMENT: Not Applicable

GRANTOR(S): Samish Island Community Center, Inc., a Washington non-profit corporation.

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

ASSESSOR'S TAX / PARCEL NUMBER(S): **P47021** (XrefID: 360225-0-059-0007)

ABBREVIATED LEGAL DESCRIPTION: A temporary easement located on a portion of: (0.2800 ac) THOSE PORTIONS OF GOVERNMENT LOT 2, SECTION 25, TOWNSHIP 36 NORTH, RANGE 2 EAST, W.M. DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID GOVERNMENT LOT 2; THENCE EAST 400 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF A TRACT CONVEYED TO ANNA M. RASAR BY DEED RECORDED SEPTEMBER 26, 1944 UNDER AF#374765; THENCE NORTH 958.02 FEET; THENCE N 84-16 E TO A POINT 460 FEET EAST (MEASURED AT RIGHT ANGLES) FROM THE LAST PRECEDING COURSE, AND THE TRUE POINT OF BEGINNING; THENCE SOUTH 200 FEET; THENCE S 84-16 W 100 FEET; THENCE NORTH 200 FEET; THENCE N 84-16 E 100 FEET TO THE POINT OF BEGINNING. TOGETHER WITH THAT PORTIONS OF GOVERNMENT LOT 2, SECTION 25, TOWNSHIP 36 NORTH, RANGE 2 EAST, W.M. DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST QUARTER OF THAT CERTAIN TRACT CONVEYED TO TIMOTHY L. BROWN AND EILEEN C. BROWN, HUSBAND AND WIFE, BY DEED RECORDED UNDER AF#9204130147, RECORDS OF SKAGIT COUNTY, WASHINGTON; THENCE ALONG THE WEST LINE OF SAID TRACT S 00-02-17 W. 31.96 FEET TO THE POINT OF BEGINNING, THENCE SOUTH ALONG THE WESTERLY LINE 100 FEET; THENCE EAST 4 FEET; THENCE NORTH PARALLEL TO THE WESTERLY LINE OF SAID PARCEL 100 FEET; THENCE WEST 4 FEET, PLUS OR MINUS, TO THE POINT OF BEGINNING. EXCEPT THAT PORTION OF GOVERNMENT LOT 2, SECTION 25, TOWNSHIP 36 NORTH, RANGE 2 EAST, W.M. DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE CERTAIN PARCEL CONVEYED TO SAMISH ISLAND COMMUNITY CENTER BY DEED DATED SEPTEMBER 09, 1946 AND RECORDED UNDER AF#395766, RECORDS OF SKAGIT COUNTY, WASHINGTON; THENCE N 84-35-38 E ALONG THE NORTH LINE OF SAID SAMISH ISLAND COMMUNITY CENTER PARCEL, A DISTANCE OF 9.50 FEET; THENCE S 2-13-22 W, A DISTANCE OF 181.52 FEET TO A POINT ON THE SOUTH LINE OF SAID SAMISH ISLAND COMMUNITY CENTER PARCEL; THENCE S 84-18-17 W ALONG THE SOUTH LINE THEREOF, A DISTANCE OF 2.55 FEET TO THE SOUTHWEST CORNER OF SAID SAMISH ISLAND COMMUNITY CENTER PARCEL; THENCE N 00-02-17 E, A DISTANCE OF 180.74 FEET TO THE POINT OF BEGINNING. TOGETHER WITH THAT PORTION OF GOVERNMENT LOT 2, SECTION 25, TOWNSHIP 36 NORTH,

RANGE 2 EAST, W.M. DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 400 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 2, SAID POINT BEING THE SOUTHEAST CORNER OF A TRACT CONVEYED TO ANNA M. RASAR BY DEED RECORDED SEPTEMBER 28, 1944, IN VOLUME 196 OF DEEDS, PAGE 77; THENCE NORTH, A DISTANCE OF 958.02 FEET; THENCE N 84-16 E, A DISTANCE OF 464 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF A TRACT CONVEYED TO SAMISH ISLAND COMMUNITY CENTER, INC. THENCE S 00-02-17 W A DISTANCE OF 100.38 FEET; THENCE S 89-54-43 E, A DISTANCE OF 4.0 FEET; THENCE S 00-02-20 W, A DISTANCE OF 87.73 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION: THENCE S 88-43-03 W, A DISTANCE OF 96.99 FEET; THENCE N 84-18-17 E, A DISTANCE OF 97.45 FEET; THENCE S 00-02-20 W, A DISTANCE OF 7.5 FEET TO THE POINT OF BEGINNING. SITUATE IN SKAGIT COUNTY, WASHINGTON. EXCEPT ROADS. (Complete LEGAL DESCRIPTION provided at *Exhibit "C"*). Situate in Skagit County, State of Washington.

TEMPORARY EASEMENT

The undersigned, **Samish Island Community Center**, **Inc.**, a Washington non-profit 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, nonexclusive access and maintenance 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 access and maintenance 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 access and maintenance easement (and any related appurtenances thereto), including the right of ingress and egress with all necessary equipment for Project purposes, including the installation, use, operation, and maintenance of a AHAB Siren, a/k/a "Tsunami Siren" at and 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 the AHAB Siren, a/k/a "Tsunami Siren" Project (as more particularly described at Exhibit "D").

1.1 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 area for Project purposes, including the installation, use, operation, and maintenance of a AHAB Siren, a/k/a "Tsunami Siren" at and within said Temporary Easement area, and for any and all other purposes reasonably related thereto, 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, and/or other reasonably necessary third parties authorized by Grantee from the Temporary Easement area. Grantor shall not place, construct, or cause to be placed or constructed or maintained any building, fence, structure, obstruction, foundation, landscaping, and/or improvements within or upon the Temporary Easement area while the Temporary Easement is in effect, in such a way as to unreasonably

impede Grantees rights to access, service and/or maintain the AHAB Siren a/k/a "Tsunami Siren"

- 1.2 Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other party harmless from any such liability. It is further provided that no liability shall attach to either party by reason of entering into this Temporary Easement agreement except as expressly provided herein. Grantee assumes no liability for any alleged damages resulting subsequent to the termination of this Temporary Easement, or from any source other than as expressly set forth herein. Grantee shall hold Grantor harmless for any claims, causes of action or otherwise brought by third parties with respect to any interference with the views, enjoyment, use or value of any neighboring properties caused by the installation of the AHAB Siren a/ka "Tsunami Siren". Grantee shall indemnify and hold harmless the Grantor with regard to any claims or causes of action brought against Grantor by any third party regarding the loss of view, enjoyment, use or value of any third party's property caused by the installation of the AHAB Siren a/k/a "Tsunami Siren"; provided, that in the event of such a claim or cause of action brought by a third party, the Grantee may elect to remove or relocate the AHAB Siren a/k/a "Tsunami Siren"; and then subsequently terminate this Temporary Easement by providing the Grantor with twenty four (24) hours written notice, subject to the terms herein.
- 2. Termination of Temporary Easement. This Temporary Easement shall become effective upon the date of recording (subsequent to mutual execution), and shall continue and remain in effect thereafter in perpetuity, unless sooner terminated by either party pursuant to the terms herein.
- 2.1 Subject to Section 2.1, either party hereto may otherwise terminate this Temporary Easement agreement upon providing three hundred and sixty five (365) days' notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph. If this Temporary Easement agreement is so terminated, the parties shall be responsible only for performance rendered in accordance with the terms of this Temporary Easement agreement prior to the effective date of termination. If this Temporary Easement is terminated by either party for any reason (either pursuant to Section 1.2 or this Section 2.1), Grantee (Skagit County) will remove the AHAB Siren a/k/a "Tsunami Siren" and restore the Temporary Easement area to a condition substantially similar as existed prior to its installation, and such removal shall occur within a reasonable time of the termination date of the Temporary Easement. Such removal and restoration will be done at the expense of Grantee (Skagit County).
- 2.2 The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Temporary Easement agreement and for coordinating and monitoring performance under this Temporary Easement agreement. In the event such representatives are changed, the party making the change shall notify the other party.
 - 2.2.1 The Grantee's representative shall be the Skagit County Director of Emergency Management, or his designee.
 - 2.2.2 Grantor's representative shall be the President of the Samish Island Community Center, Inc., a Washington non-profit corporation, or his/her designee, and/or successor(s).

- 3. 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 relating to this Temporary Easement shall be in Skagit County, State of Washington.
- 4. 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. 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. The parties to this Temporary Easement agreement shall comply with all applicable federal, state, and local laws, rules, and regulations in carrying out the terms and conditions of this Temporary Easement agreement. 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. Unless privileged or otherwise exempt from disclosure, the parties recognize and agree that this Temporary Easement and any documents and/or materials arising from and/or related to this Temporary Easement agreement may be subject to public disclosure pursuant to applicable law (including RCW 42.56). No fixed assets or personal or real property will be jointly or cooperatively. acquired, or held pursuant to this 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.

GRANTOR:

Samish Island Community Center, Inc., a Washington non-profit corporation.

DATED this 28th day of May	202/
By: Linda 1 knago-Stuled Print name: Linda F Knapo-S Its (title): President	Teobol Teobol
STATE OF WASHINGTON	04 10.20
COUNTY OF SKAGIT ss.	WASHIMINI
person who appeared before me, and s	dence that Linda J. Knapp. Stroebel as the the Samish Island Community Center, Inc., is the said person acknowledged that he/she signed this was duly authorized executed the forgoing instruments and purposes herein mentioned.
DATED this 2811 day of May	, 2021.
(SEAL)	Notary Public Dolk Nystan Print name: Daveca K. Nystan Residing at: Many Vernan My commission expires: 3/10/2022

GRANTEE:	
DATED this 14 day of August, 2021	
U	BOARD OF COUNTY COMMISSIONERS SKAGIT COUNTY, WASHINGTON
	Disa Janicki, Chair
	Peter Browning, Commissioner
Attest:	Ron Wesen, Commissioner
Allest.	Non Wesen, Commissioner
Clerk of the Board	Authorization per Resolution R20160001:
Recommended:	County Administrator
See next page Department Head()	
Approved as to form:	
Civil Deputy Prosecuting Attorney	
Approved as to indemnification:	
Risk Manager	
Approved as to budget: Budget & Finance Director	

GRANTEE:	Attachment - Summary of Offer
DATED this, 202	(P47021). I.
	BOARD OF COUNTY COMMISSIONERS SKAGIT COUNTY, WASHINGTON
	See previous page Lisa Janicki, Chair
	Peter Browning, Commissioner
Attest:	Ron Wesen, Commissioner
See previous page Clerk of the Board U	Authorization per Resolution R20160001:
Recommended: Department Head	County Administrator
Approved as to form: 8/2/21	
Civil Deputy Prosecuting Attorney	
Approved as to indemnification:	
See previous page Risk Manager	
Approved as to budget: Susha Jogne Budget & Finance Director	

EXHIBIT A GRANTOR'S PARCEL DESCRIPTION P47021

THOSE PORTIONS OF GOVERNMENT LOT 2, SECTION 25, TOWNSHIP 36 NORTH, RANGE 2 EAST, W.M. DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID GOVERNMENT LOT 2; THENCE EAST 400 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF A TRACT CONVEYED TO ANNA M. RASAR BY DEED RECORDED SEPTEMBER 26, 1944 UNDER AF#374765; THENCE NORTH 958.02 FEET; THENCE N 84° 16' E TO A POINT 460 FEET EAST (MEASURED AT RIGHT ANGLES) FROM THE LAST PRECEDING COURSE, AND THE TRUE POINT OF BEGINNING; THENCE SOUTH 200 FEET; THENCE S 84° 16' W 100 FEET; THENCE NORTH 200 FEET; THENCE N 84°16' E 100 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THAT PORTIONS OF GOVERNMENT LOT 2, SECTION 25, TOWNSHIP 36 NORTH, RANGE 2 EAST, W.M. DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST QUARTER OF THAT CERTAIN TRACT CONVEYED TO TIMOTHY L. BROWN AND EILEEN C. BROWN, HUSBAND AND WIFE, BY DEED RECORDED UNDER AF#9204130147, RECORDS OF SKAGIT COUNTY, WASHINGTON; THENCE ALONG THE WEST LINE OF SAID TRACT S 00°02'17" W, 31.96 FEET TO THE **POINT OF BEGINNING**, THENCE SOUTH ALONG THE WESTERLY LINE 100 FEET; THENCE EAST 4 FEET; THENCE NORTH PARALLEL TO THE WESTERLY LINE OF SAID PARCEL 100 FEET; THENCE WEST 4 FEET, PLUS OR MINUS, TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION OF GOVERNMENT LOT 2, SECTION 25, TOWNSHIP 36 NORTH, RANGE 2 EAST, W.M. DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE CERTAIN PARCEL CONVEYED TO SAMISH ISLAND COMMUNITY CENTER BY DEED DATED SEPTEMBER 09, 1946 AND RECORDED UNDER AF#395766, RECORDS OF SKAGIT COUNTY, WASHINGTON; THENCE N 84°35'38" E ALONG THE NORTH LINE OF SAID SAMISH ISLAND COMMUNITY CENTER PARCEL, A DISTANCE OF 9.50 FEET; THENCE S 02°13'22"W, A DISTANCE OF 181.52 FEET TO A POINT ON THE SOUTH LINE OF SAID SAMISH ISLAND COMMUNITY CENTER PARCEL; THENCE S 84°18'17" W ALONG THE SOUTH LINE THEREOF, A DISTANCE OF 2.55 FEET TO THE SOUTHWEST CORNER OF SAID SAMISH ISLAND COMMUNITY CENTER PARCEL; THENCE N 00°02'17"E, A DISTANCE OF 180.74 FEET TO THE **POINT OF BEGINNING**.

TOGETHER WITH THAT PORTION OF GOVERNMENT LOT 2, SECTION 25, TOWNSHIP 36 NORTH, RANGE 2 EAST, W.M. DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT 400 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 2, SAID POINT BEING THE SOUTHEAST CORNER OF A TRACT CONVEYED TO ANNA M. RASAR BY DEED RECORDED SEPTEMBER 28, 1944, IN VOLUME 196 OF DEEDS, PAGE 77; THENCE NORTH, A DISTANCE OF 958.02 FEET; THENCE

N 84° 06' E, A DISTANCE OF 464 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF A TRACT CONVEYED TO SAMISH ISLAND COMMUNITY CENTER, INC. THENCE S 00° 02'17" W A DISTANCE OF 100.38 FEET; THENCE S 89°57'43" E, A DISTANCE OF 4.0 FEET; THENCE S 00°02'20" W, A DISTANCE OF 87.73 FEET TO THE **POINT OF BEGINNING** OF THIS DESCRIPTION: THENCE S 88°43'03" W, A DISTANCE OF 96.99 FEET; THENCE N 84°18'17" E, A DISTANCE OF 97.45 FEET; THENCE S 00°02'20" W, A DISTANCE OF 7.5 FEET TO THE **POINT OF BEGINNING**.

SITUATE IN SKAGIT COUNTY, WASHINGTON. EXCEPT ROADS.

SITUATE IN SKAGIT COUNTY, WASHINGTON.

EXHIBIT B ACCESS AND MAINTENANCE EASEMENT AREA P47021

AN ACCESS AND MAINTENANCE EASEMENT LYING OVER, UNDER AND ACROSS THAT PORTION WITHIN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 36 NORTH, RANGE 2 EAST, W.M., MORE PRACTICALLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE PARCEL DESCRIBED IN QUIT CLAIM DEED UNDER AUDITOR'S FILE NO. 202011030185 AND EXHIBIT "A" OF THIS DOCUMENT; THENCE WESTERLY ALONG THE SOUTH RIGHT-OF-WAY MARGIN OF BLUE HERON ROAD SOUTH 84°35'30" WEST A DISTANCE 10.05 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY MARGIN AND PARALLEL WITH THE EAST LINE OF SAID PARCEL SOUTH 00°02'17" WEST A DISTANCE 20.00 FEET; THENCE PERPENDICULAR TO THE EAST LINE OF SAID PARCEL, SOUTH 89°57'43" EAST A DISTANCE 10.00 FEET; THENCE NORTH 00°02'17" EAST A DISTANCE 20.95 FEET TO SAID NORTHEAST CORNER AND THE **POINT OF BEGINNING**.

CONTAINING 205 SQUARE FEET, MORE OR LESS.

ALL SITUATE WITHIN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

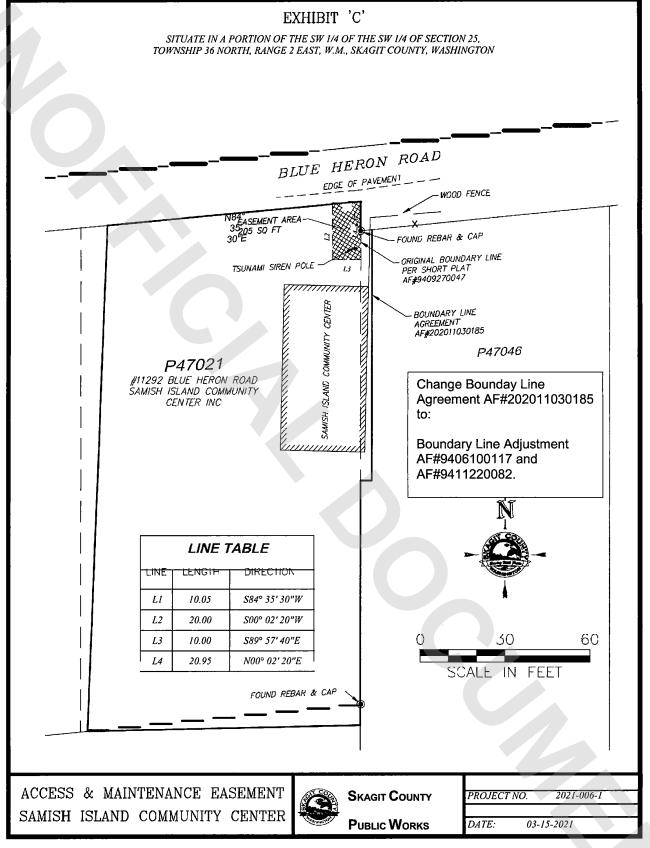


Exhibit "D"

PROJECT DESCRIPTION.

The Grantee's Project shall include:

Per the terms of this Temporary Easement agreement, the Grantee may install, use, operate, and maintain (including testing, repair and/or replacement) an AHAB Siren, a/k/a "Tsunami Siren" at and within the Temporary Easement area, and Grantee may conduct all necessary and appropriate activities reasonably related thereto. Installation of any surveillance equipment that could affect the privacy of neighboring properties shall require the express consent of the Grantor.

Grantor shall provide Grantee with an approved electrical connection for the AHAB Siren, a/k/a "Tsunami Siren", and Grantor shall pay for the cost of electricity associated with the use, operation, and maintenance of the AHAB Siren, a/k/a "Tsunami Siren" Project while the terms of this Temporary Easement are in effect.

Except as may be provided herein to the contrary, Grantor shall not be responsible for or liable for the use, operation, maintenance, repair, or replacement of the Grantee's AHAB Siren, a/k/a "Tsunami Siren" Project pursuant to the terms of this Temporary Easement agreement. Except as may be provided herein to the contrary, Grantee shall not be responsible for or liable for the use, operation, maintenance, repair, or replacement of any of Grantor's facilities, buildings, personal property, real property and/or infrastructure (located on Grantor's Property outside of the Temporary Easement area) pursuant to the terms of this Temporary Easement agreement; provided, that Grantee shall be liable for any destruction, repairs or replacement of any of Grantor's facilities, buildings, personal property, real property and/or infrastructure (located on Grantor's Property outside of the Temporary Easement area) and for personal injury or death, solely and directly caused by the presence, use, operation or maintenance of the AHAB Siren a/k/a "Tsunami Siren" by the Grantee, and/or Grantee's employees, agents or contractors.

Unless specifically stated to the contrary in this Temporary Easement agreement or other duly executed offer or agreement entered into between the parties, neither party is otherwise obligated to provide any funds, or perform or provide any other services, duties, or responsibilities pursuant to the terms of this Temporary Easement agreement.

SUMMARY OF OFFER

SKAGIT COUNTY DEPARTMENT OF EMERGENCY MANAGEMENT PROJECT: Tsunami Siren Warning System

PROJECT: Tsunami Siren Warning System Federal Aid No.: NIA DATE: March 15, 2021

T EASEMENT OFFER /	AMOUNT	T.) IMPRVMNTS (Rounded)	205 \$1,511.48 \$0.00 \$1,515.00
LAND EASEMEN	IN FEE SIZE	AMOUNT (SQ. FT.)	\$0.00
TAKE	SIZE	(SQ. FT.)	0
PARCEL	SIZE	(SQ. FT.)	12,197
PROPERTY OWNER(S)			Samish Island Community Center Inc.
TAX ACCOUNT NO.			360225-0-059-0007
ASSESSOR'S	PARCEL NO.		P47021

BOARD OF SKAGIT COUNTY COMMISSIONERS

gra LISA JANICKI, Chair

The Board of County Commissioners of Skagit County, by this document, does hereby establish just compensation for the designated real property and does authorize further action, the Department of Emergency Management, to proceed with the acquisition of said Temoporary Easment.

CONCURRENCE AND AUTHORIZATION

Date: August 141 2021

Attest: XIM Let EV S

\$1,515.00

\$0.00

\$1,511.48

TOTALS:

PETER BR

Please see attachment.