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08/31/2023 10:50 AM Pages: 1 of 12 Fees: \$214.50
Skagit County Auditor

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

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
2023 7882
AUG 31 2023
Amount Paid \$-0
Skagit Co. Treasurer
By Deputy

TEMPORARY CONSTRUCTION EASEMENT

| | |
|--------------------------------|--|
| Grantor: | Steve W. Kite and Debra K. Howard-Kite |
| Grantee: | Skagit County, a political subdivision of the State of Washington |
| Abbreviated Legal Description: | Section 33, Township 33 North, Range 4 East - NW NE (aka Lot 2 SP 32-85) |
| Additional Legal(s) | Exhibit A, Exhibit B and Exhibit C, attached hereto and made part hereof. |
| Assessor's Tax Parcel ID#: | Parcel #P17685 and P17689 |

Starbird Road (Fisher Creek Culvert)

The undersigned, **Steve W. Kite and Debra K. Howard-Kite, husband and wife**, (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" and Exhibit "C"*, 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" and "C"*) 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, 2026**, whichever is sooner.

4. Indemnity. To the extent permitted by law, the Grantee shall indemnify and hold Grantor harmless from any and all claims, actions, damages or liability occasioned wholly or in part by any act or omission by Grantee, its contractors, agents or invitees, relating to the Project work to be performed by Grantee within the Temporary Easement area, except to the extent attributable to the acts or omissions of Grantor, its contractors, agents, or invitees.

5. 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.

6. 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 8 day of August, 2023.

DATED this 28 day of August, 2023.

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

Ron Wesen
Ron Wesen, Chair

Lisa Janicki
Lisa Janicki, Commissioner

ABSENT

Peter Browning, Commissioner

Attest:

Linda Hammen
Clerk of the Board

Authorization per Resolution R20160001

Recommended:
[Signature]
Department Head

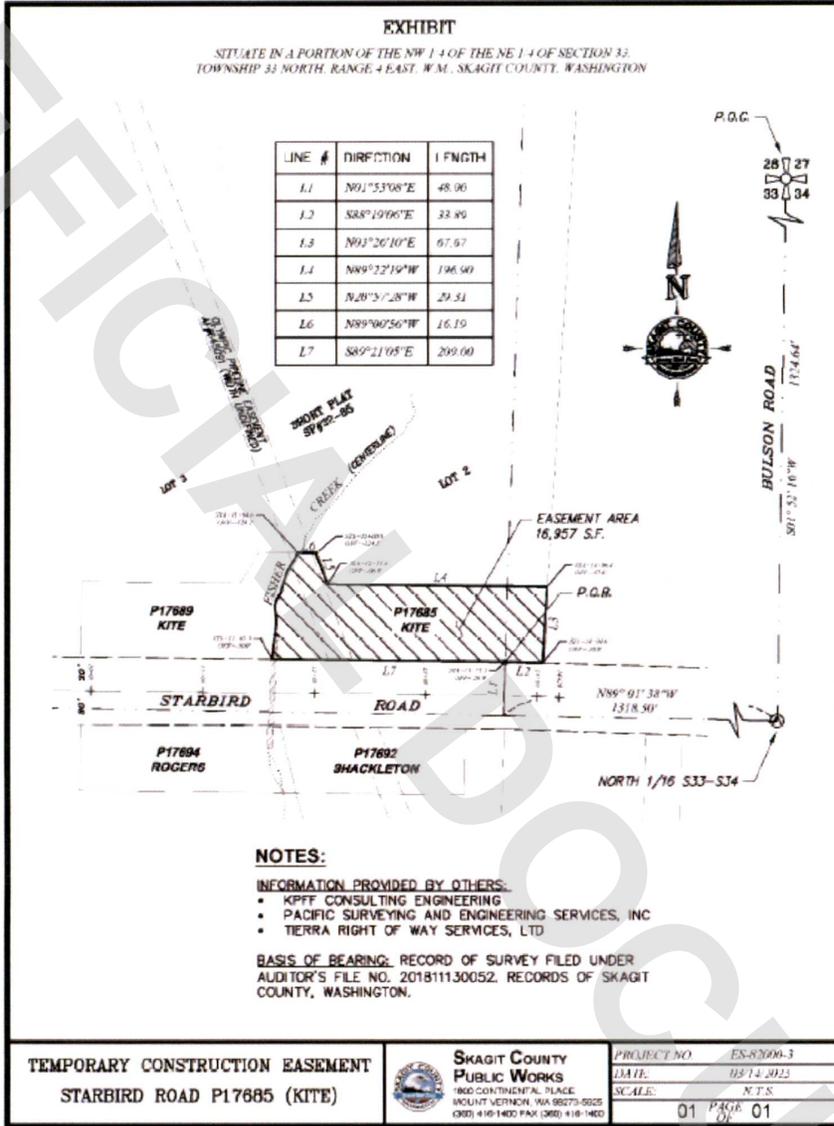
County Administrator

Approved as to form:
[Signature] 8/23/23
Civil Deputy Prosecuting Attorney

Approved as to indemnification:
[Signature]
Risk Manager

Approved as to budget:
[Signature]
Budget & Finance Director

EXHIBIT "A"
GRAPHIC DEPICTION OF TEMPORARY CONSTRUCTION EASEMENT AREA
 Skagit County Assessor Tax Parcel No.: P17685



*NOT TO SCALE

EXHIBIT "B"
LEGAL DESCRIPTION FOR TEMPORARY CONSTRUCTION EASEMENT AREA
Skagit County Assessor Tax Parcel No.: P17685

A temporary construction easement, lying over, under, and across a portion of the Northwest 1/4 of the Northeast 1/4 of Section 33, Township 33 North, Range 4 East, W.M., Lot 2, Short Plat 32-85, recorded under Auditor's File No. 8610060015, records of Skagit County, Washington; easement area described more particularly as follows:

COMMENCING at the Northeast Corner of said Section; thence southerly along said section line South 01°52'16" West, a distance of 1324.64 feet to the North Sixteenth Corner of Section 33 and 34; thence North 89°01'38" West a distance of 1318.50 feet; thence North 01°53'08" East a distance of 48.00 feet to the North Right-of-Way Margin of Starbird Road (Co. Rd. #82000) and the **POINT OF BEGINNING**; thence easterly along said Right-of-Way margin South 88°19'06" East a distance of 33.89 feet; thence North 03°26'10" East a distance of 67.67 feet; thence North 89°22'19" West a distance of 196.90 feet; thence North 20°57'28" West a distance of 29.31 feet; thence North 89°00'56" West a distance of 16.19 feet, more or less, to the centerline of Fisher Creek; thence southerly along the Fisher Creek centerline to said northerly right-of-way margin of Starbird Road; thence South 89°21'05" East a distance of 209.00 feet to the **POINT OF BEGINNING**.

Easement containing 16,957 square feet, more or less.

Situate in the County of Skagit, State of Washington.

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| Grantor's initials DKHK SK |
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EXHIBIT "C"
LEGAL DESCRIPTION OF GRANTOR'S PROPERTY
Skagit County Assessor Tax Parcel Nos.: P17685
Per Quit Claim Deed AF#202207060121

Lots 1, 2 and 3 of Skagit County Short Plat No. 32-85, approved in October 1986 and recorded October 6, 1986 as Auditor's File No. 8610060015, being portions of the North 1/2 of the Northeast 1/4 of Section 33, Township 33 North, Range 4 East, W.M., Skagit County, WA.

TOGETHER WITH AND SUBJECT TO: All covenants, conditions, restrictions, reservations, agreements, easements, provisions and assessments of record, if any.

Situate in the County Skagit, State of Washington.

Grantor's initials

DK+K

SK

EXHIBIT "A"
GRAPHIC DEPICTION OF TEMPORARY CONSTRUCTION EASEMENT AREA
Skagit County Assessor Tax Parcel No.: P17689

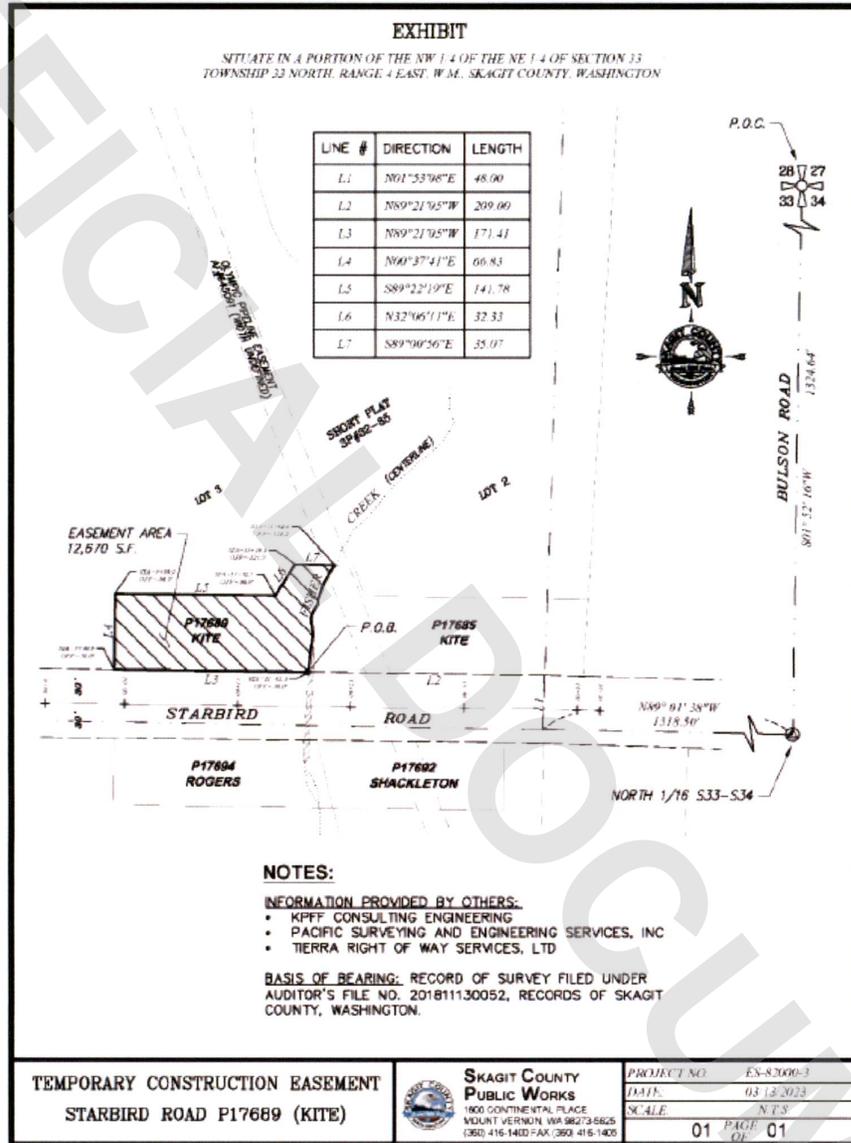


EXHIBIT "B"
LEGAL DESCRIPTION FOR TEMPORARY CONSTRUCTION EASEMENT AREA
Skagit County Assessor Tax Parcel No.: P17689

A temporary construction easement, lying over, under, and across a portion of the Northwest 1/4 of the Northeast 1/4 of Section 33, Township 33 North, Range 4 East, W.M., Lot 3, Short Plat 32-85, recorded under Auditor's File No. 8610060015, records of Skagit County, Washington; easement area described more particularly as follows:

COMMENCING at the Northeast Corner of said Section; thence southerly along said section line South 01°52'16" West, a distance of 1324.64 feet to the North Sixteenth Corner of Section 33 and 34; Thence North 89°01'38" West a distance of 1318.50 feet; thence North 01°53'08" East a distance of 48.00 feet to the North Right-of-Way Margin of Starbird Road (Co. Rd. #82000); thence westerly along said Right-of-Way margin North 89°21'05" West a distance of 209.00 feet to the **POINT OF BEGINNING**; thence continuing westerly along said Right of Way margin North 89°21'05" West a distance of 171.41 feet; thence North 00°37'41" East a distance of 66.83 feet; thence South 89°22'19" East a distance of 141.78 feet; thence North 32°06'11" East a distance of 32.33 feet; thence South 89°00'56" East a distance of 35.07 feet, more or less, to the centerline of Fisher Creek; thence southerly along the Fisher Creek centerline to said northerly right-of-way margin of Starbird Road and the **POINT OF BEGINNING**.

Easement containing 12,670 square feet, more or less.

Situate in the County of Skagit, State of Washington.

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| Grantor's initials DKHK SK |
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EXHIBIT "C"
LEGAL DESCRIPTION OF GRANTOR'S PROPERTY
Skagit County Assessor Tax Parcel Nos.: P17689
Per Quit Claim Deed AF#202207060121

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TOGETHER WITH AND SUBJECT TO: All covenants, conditions, restrictions, reservations, agreements, easements, provisions and assessments of record, if any.

Situate in the County Skagit, State of Washington.

Grantor's initials
DKHK
SK

CONSTRUCTION MEMORANDUM OF UNDERSTANDING

between
Skagit County
and

Property Owner: Steve W. Kite and Debra K. Howard-Kite Phone: 360-661-0455

County Road: Starbird Road Tax Parcel No.: a portion of, P17689 & P17685

Project Parcel 1 & 2 Sec. 33, T 33 N, R 4 E, W.M.

Description: *The purpose of this document is to memorialize the understanding of Skagit County and Property Owner with respect to the details of the County's exercise of temporary property and occupancy rights acquired from the undersigned Property Owner.*

In conjunction with the purchase of a temporary easement for the above-referenced road project, Skagit County and the undersigned Property Owner hereby agree to the following:

1. The property owner requests that during construction, the well/well house that provides their only source of water will not be affected and will be protected from work in the Temporary Easement area.
2. In the event the subject property is sold prior to the commencement of construction of the road project, the current property owners agree to notify any new owners of the property of the obligations agreed upon in this memorandum.

and Skagit County agrees SK/DKHK JS

Property Owners:

Skagit County:

Date: 8/8/23

Date: Jennifer Swanson

By: Steve W. Kite
Steve W. Kite

By: August 1, 2023
Jennifer Swanson, Project Manager
Public Works Department

By: Debra K Howard-Kite
Debra K. Howard-Kite

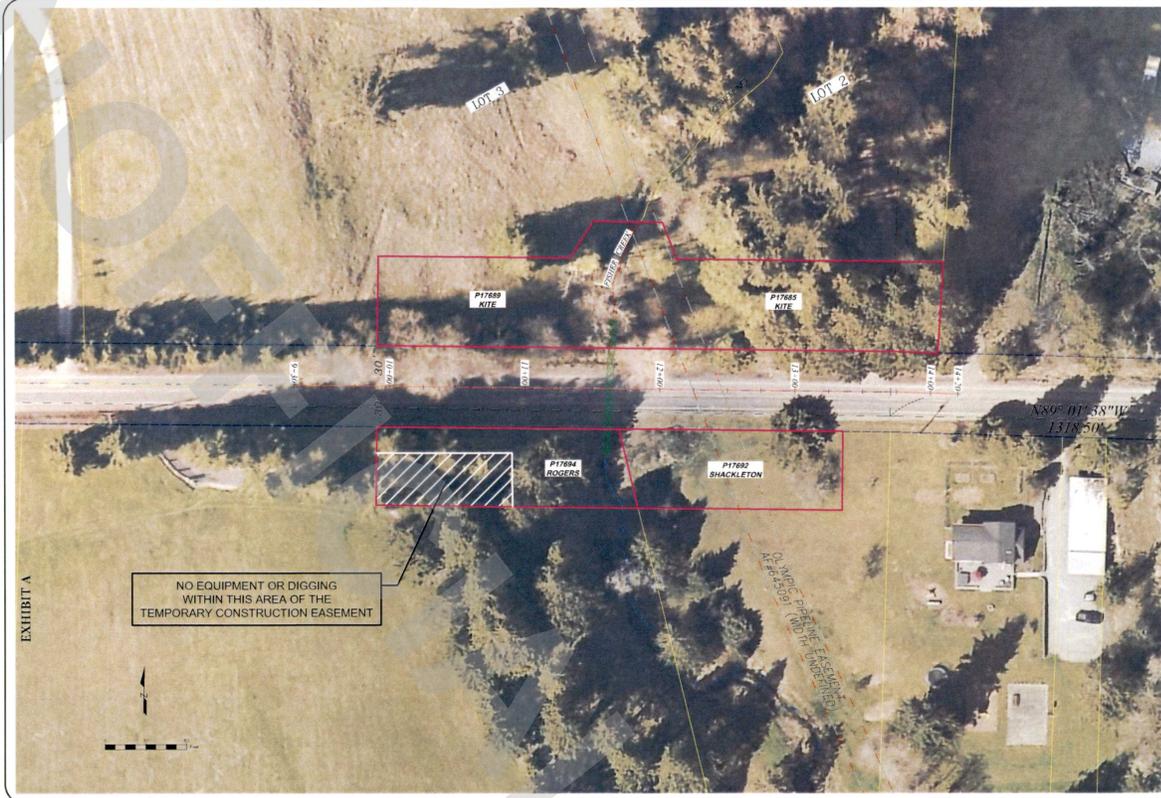


EXHIBIT A

NO EQUIPMENT OR DIGGING
WITHIN THIS AREA OF THE
TEMPORARY CONSTRUCTION EASEMENT

| | |
|--|------------------------|
| SKAGIT COUNTY PUBLIC WORKS | |
| PROJECT NO. 1882006 - FISH CREEK CULVERT | |
| ISSUE NO. 001 | DATE 08/21/2023 |
| DESIGNED BY: [Redacted] | CHECKED BY: [Redacted] |
| PROJECT LOCATED NEAR: CONWAY WA | |
| DISTRICT: 03 - CONWAY | |
| SHEET 01 OF 01 | |