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08/31/2023 10:50 AM Pages: 1 of 9 Fees: \$211.50  
Skagit County Auditor

**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

2023 7883  
AUG 31 2023

Amount Paid \$  
Skagit Co. Treasurer  
By Deputy

**TEMPORARY CONSTRUCTION EASEMENT**

Grantors:	Arthur C. Rogers and Bertha Rogers
Grantee:	Skagit County, a political subdivision of the State of Washington
Abbreviated Legal Description:	PTN Section 33, Township 33 North, Range 4 East - SW NE
Additional Legal(s)	Exhibit A, Exhibit B and Exhibit C, attached hereto and made part hereof.
Assessor's Tax Parcel ID#:	Parcel # P17694

**Starbird Road (Fisher Creek Culvert)**

The undersigned, **Arthur C. Rogers and Bertha Rogers, 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"*, *Exhibit "B" and Exhibit "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 Aug., 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:

Dinda Hammer

Clerk of the Board

Authorization per Resolution R20160001

Recommended:

[Signature]

Department Head

County Administrator

Approved as to form:

8/23/23

[Signature]

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

[Signature]

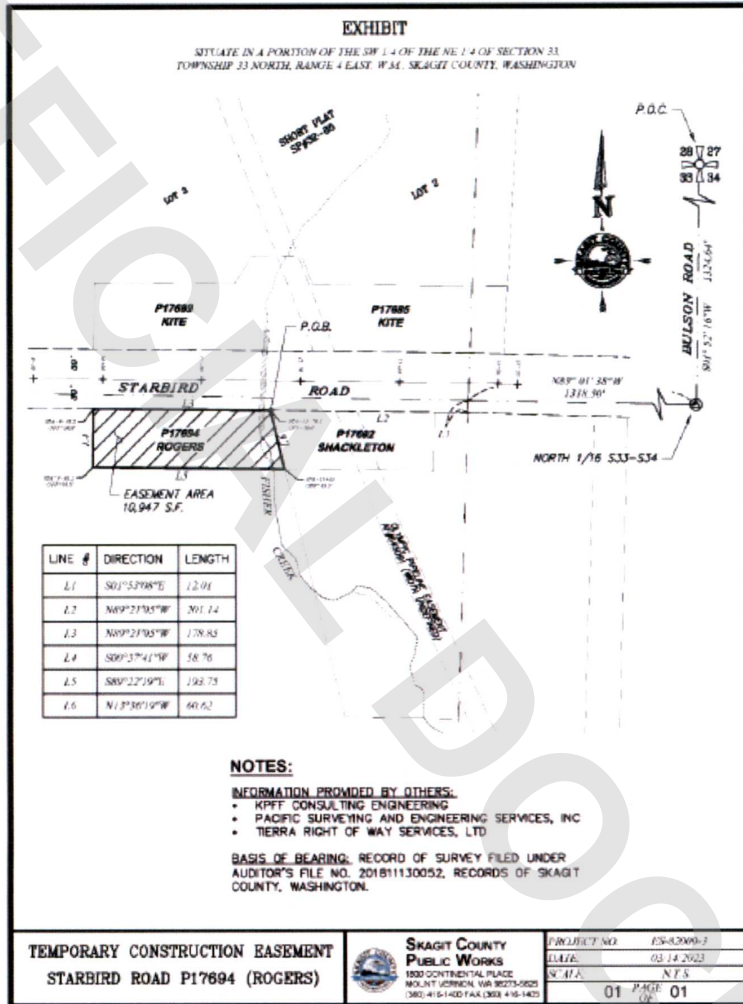
Risk Manager

Approved as to budget:

[Signature]

Budget & Finance Director

**EXHIBIT "A"**  
**GRAPHIC DEPICTION OF TEMPORARY CONSTRUCTION EASEMENT AREA**  
 Skagit County Assessor Tax Parcel No.: P17694



\*NOT TO SCALE

**EXHIBIT "B"**  
**LEGAL DESCRIPTION FOR TEMPORARY CONSTRUCTION EASEMENT AREA**  
**Skagit County Assessor Tax Parcel No.: P17694**

A temporary construction easement, lying over, under, and across a portion of the Southwest 1/4 of the Northeast 1/4 of Section 33, Township 33 North, Range 4 East, W.M., 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 South 01°53'08" East a distance of 12.01 feet to the South 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 201.14 feet to the **POINT OF BEGINNING**; thence continuing westerly along said Right of Way margin North 89°21'05" West a distance of 178.85 feet; thence South 00°37'41" West a distance of 58.76 feet; thence South 89°22'19" East a distance of 193.75 feet; thence North 13°36'19" West a distance of 60.62 feet to the **POINT OF BEGINNING**.

Easement containing 10,947 square feet, more or less.

Situate in the County of Skagit, State of Washington.

**EXHIBIT "C"**  
**LEGAL DESCRIPTION OF GRANTOR'S PROPERTY**  
**Skagit County Assessor Tax Parcel Nos.: P17694**  
*Per Statutory Warranty Deed AF#198407250020*

The West 1/2 in area (measured by a line running North and South parallel to the line of the Southwest 1/4 of the Northeast 1/4 of Section 33, Township 33 North, Range 4 East W.M.) of the following described tract:

The Southwest 1/4 of the Northeast 1/4 EXCEPT road; EXCEPT that portion conveyed to Skagit County for road purposes by deed dated April 30, 1969, recorded May 1, 1969, under Auditor's File No. 725991;

EXCEPT the West 33 feet thereof, and EXCEPT the following described tract:

Beginning at the Northeast corner of the said Southwest 1/4 of the Northeast 1/4.  
Thence South along the East line of said Southwest 1/4 of the Northeast 1/4 by a distance of 320 feet;  
Thence in a Northwesterly direction, 155 feet to the center of Fisher's Creek;  
Which is 80 feet, more or less, Northerly along the center of said creek, to the North line of the said Southwest 1/4 of the Northeast 1/4; Thence East along the North line of said Southwest 1/4 of the Northeast 1/4 260 feet, more or less, to the place of beginning.

Situate in the County of Skagit, State of Washington.

**CONSTRUCTION MEMORANDUM OF UNDERSTANDING**

between  
Skagit County  
and

Property Owner: Arthur C. Rogers and Bertha Rogers Phone: 360-445-3242

County Road: Starbird Road Tax Parcel No.: a portion of, P17694

Project Parcel 3 Sec. 33, T 33 N, R 4 E, W.M.

Project Name: Starbird Road (Fisher Creek Culvert)

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 Construction 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, there will be no equipment or digging within the driveway in the Temporary Easement area. See exhibit A attached.
- 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.

Property Owner:

Skagit County:

Date: 8-8-23

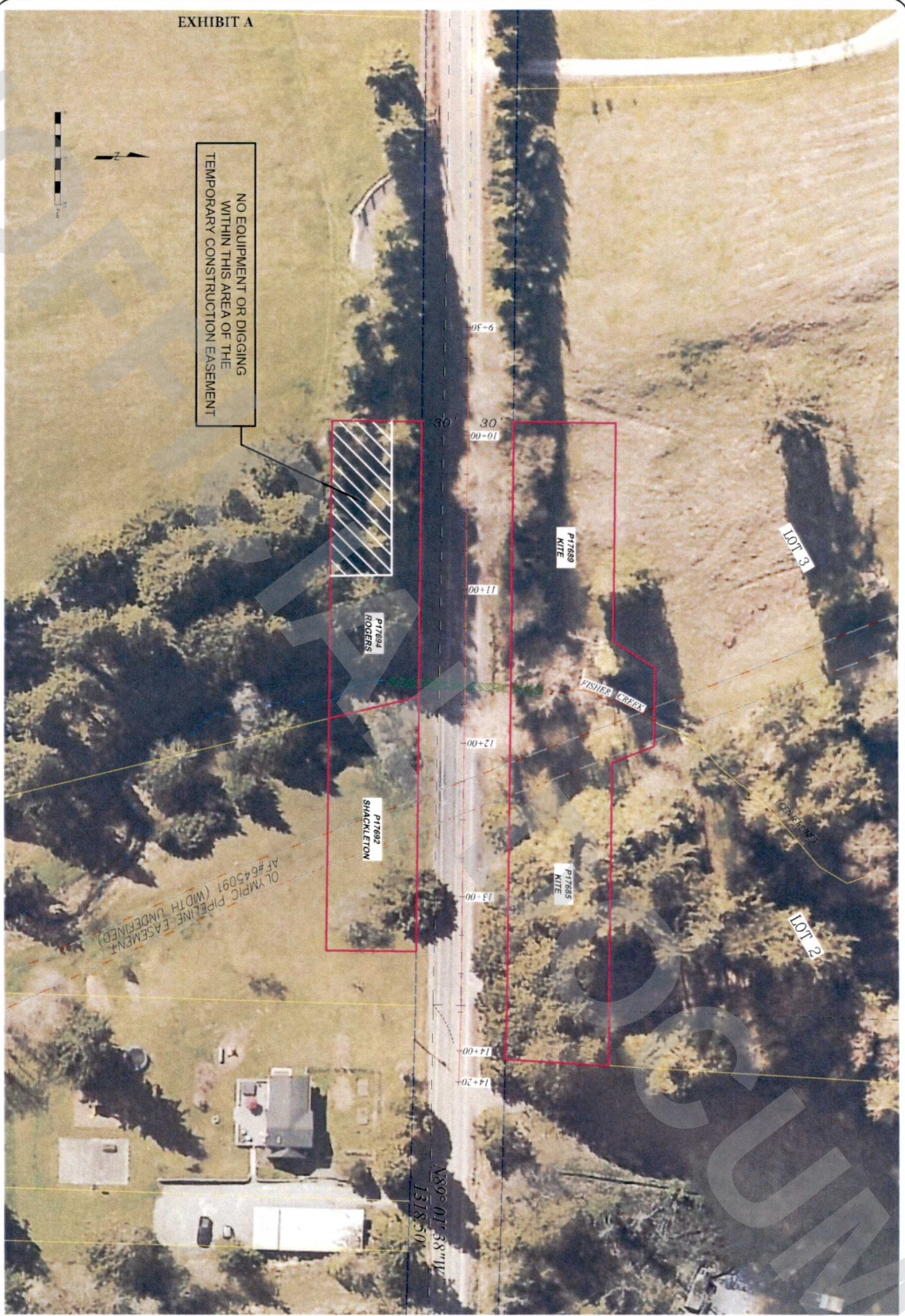
Date: 7/31/2023

By: AC Rogers  
Arthur C. Rogers

By: Jennifer Swanson  
Jennifer Swanson, Project Manager  
Public Works Department

By: Bertha Rogers  
Bertha Rogers

EXHIBIT A



STARBIRD ROAD  
(FISHER CREEK CULVERT)

RIGHT-OF-WAY PLAN

PROJECT NO.: ESR22096, RCD #19-163P  
 DESIGNED BY: DJR  
 CHECKED BY: DJR  
 PROJECT LOCATED NEAR: CONWAY, WA  
 SECTION 33, TOWNSHIP 33 N, RANGE 4 E, WM.

NO.	REVISIONS	DATE

**SKAGIT COUNTY  
PUBLIC WORKS**  
 1800 CONTINENTAL PLACE  
 MOUNT VERNON, WA 98273-5625  
 (360) 416-1400 FAX (360) 416-1405

1:1000 SCALE PLAN  
 2023 SCALE ADJUSTMENT  
 SHEET  
 01 OF 01