



202409180001

09/18/2024 08:30 AM Pages: 1 of 9 Fees: \$311.50  
Skagit County Auditor

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When Recorded Mail To:

Skagit County  
Public Works Department  
Attn: Aida Miller  
1800 Continental Place  
Mount Vernon, Washington 98273

REVIEWED BY  
SKAGIT COUNTY TREASURER  
DEPUTY Cain Cress  
DATE 9/17/2024

DOCUMENT TITLE: TEMPORARY CONSTRUCTION EASEMENT

REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*

SKAGIT COUNTY  
Contract # C20240453  
Page 1 of 9

GRANTOR: Sarah Mariah Rodriguez, an individual

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

ASSESSOR'S TAX/ PARCEL NUMBER(S): P17223 (XrefID: 330425-0-001-4306)

ABBREVIATED LEGAL DESCRIPTION: A temporary easement located within Section 25,  
Township 33, Range 04 Southeast (complete LEGAL DESCRIPTION provided in *Exhibit "D"*).

**TEMPORARY CONSTRUCTION EASEMENT**

The undersigned, **Sarah Mariah Rodriguez**, an individual ("Grantor") and **Skagit County**, a political subdivision of the State of Washington ("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 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 installation of a Project, including but not necessarily limited to, the installation of erosion control measures and a native live stake planting (as further described in *Exhibit "C"*) within said Temporary Easement,

and for any and all other purposes reasonably related thereto. A legal description for the Grantor's Property is attached hereto as *Exhibit "D"*, and is hereby incorporated by reference. The Temporary Easement shall be for the purpose of a Project (described in *Exhibit "C"*).

**2. Use of Easement.** Except as provided herein to the contrary, the Grantee, Grantee's employees, agents, and contractors, shall have the sole 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 (as described in *Exhibit "C"* attached hereto and incorporated by reference). 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 so long as Grantee is acting within the purposes and scope of the terms of 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 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 Grantor specifically recognizes and agrees that Grantee is in no way obligated in the future to make, construct, operate, maintain, or repair the Project or any specific drainage facilities at (or within the vicinity of) Grantor's Property pursuant to the terms of this Temporary Easement. 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 31, 2025, 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 relating to 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 parole 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.

**GRANTOR:**  
Sarah Mariah Rodriguez, an individual



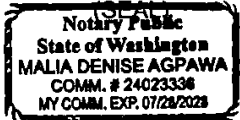
By: Sarah Mariah Rodriguez

DATED this 11th day of September, 2024.

STATE OF WASHINGTON }  
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that **Sarah Mariah Rodriguez**, an individual, is the person who appeared before me, and said person acknowledged that he/she signed this instrument, and on oath stated that he/she executed the forgoing instrument as his/her duly authorized free and voluntary act for the uses and purposes herein mentioned.

DATED this 11 day of September, 2024.



Malia Denise Agpawa  
Notary Public  
Print name: Malia Denise Agpawa  
Residing at: Sedro Woolley  
My commission expires: 07/28/2028

DATED this 16 day of September, 2024.

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

\_\_\_\_\_  
Peter Browning, Chair

\_\_\_\_\_  
Lisa Janicki, Commissioner

\_\_\_\_\_  
Ron Wesen, Commissioner

Attest:  
  
\_\_\_\_\_  
Clerk of the Board

Authorization per Resolution R20160001

Susha Dogne  
\_\_\_\_\_  
County Administrator

Recommended:  
[Signature]  
\_\_\_\_\_  
Department Head

Approved as to form:  
[Signature] **9/13/24**  
\_\_\_\_\_  
Civil Deputy Prosecuting Attorney

Approved as to indemnification:  
[Signature]  
\_\_\_\_\_  
Risk Manager

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

**EXHIBIT "A"**  
**TEMPORARY EASEMENT AREA LEGAL DESCRIPTION**  
**Skagit County Assessor Tax Parcel No: P17223**

A temporary construction easement, lying over, under, and across a portion of Government Lot 5 of Section 25, Township 33 North, Range 4 East, W.M., easement area described more particularly as follows:

The Northeasterly 50.0 feet of the Southeasterly 104.0 feet of that portion of the former Burlington Northern Railroad Company right of way described in Auditor's File No. 198905050032, records of Skagit County, Washington, see **Exhibit "D"** of this document.

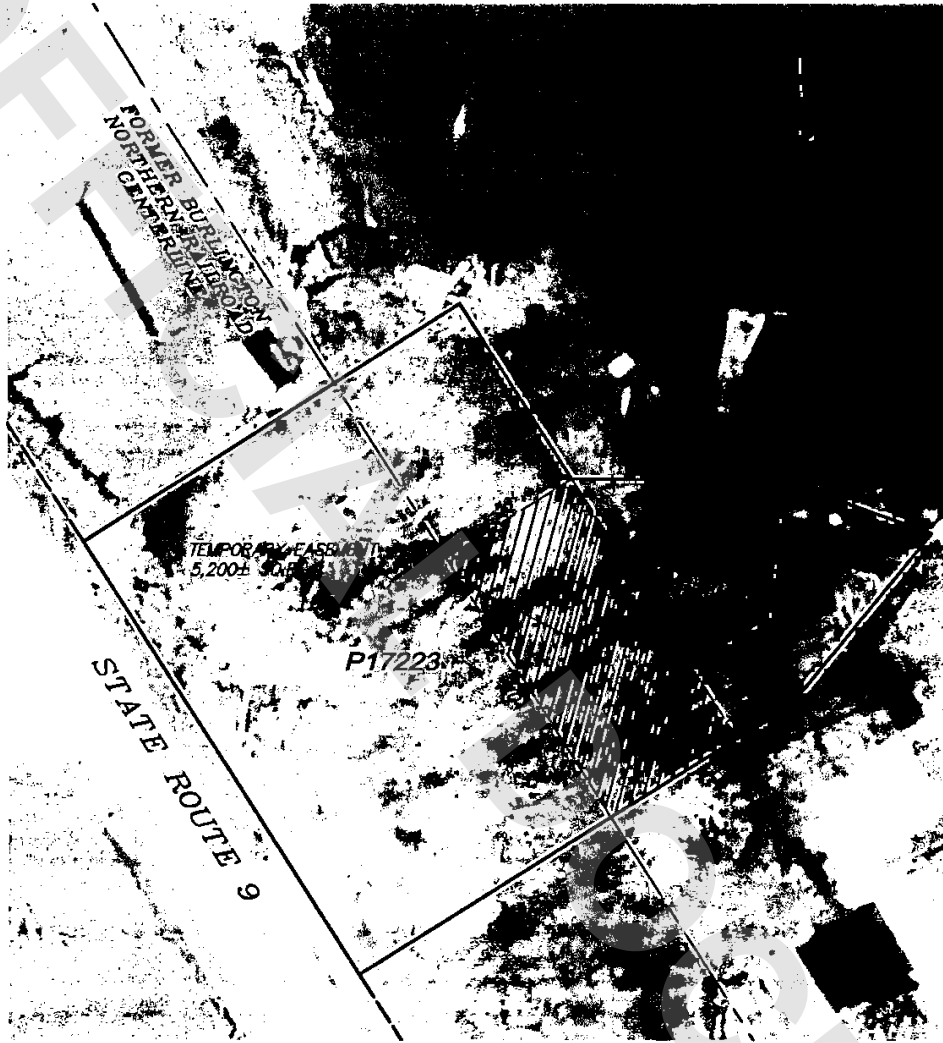
Easement containing 5,200 square feet, more or less.

Subject to all covenants, conditions, restrictions, reservations, agreements, easements, provisions, and assessments of record, if any.

Situate in Skagit County, State of Washington

**EXHIBIT "B"**  
**GRAPHIC DEPICTION OF TEMPORARY EASEMENT AREA**  
**Skagit County Assessor Tax Parcel No: P17223**

*SITUATE IN A PORTION OF GOVERNMENT LOT 5 OF SECTION 25,  
TOWNSHIP 33 NORTH, RANGE 4 EAST, W.M., SKAGIT COUNTY, WASHINGTON*



**TEMPORARY CONSTRUCTION EASEMENT**  
**PARCEL NO. P17223**  
**22843 LAKESIDE PLACE**

	<b>SKAGIT COUNTY</b>
	<b>PUBLIC WORKS</b>
	1800 CONTINENTAL PLACE
	MOUNT VERNON, WA 98273-5625
(360) 418-1400 FAX (360) 418-1405	

**EXHIBIT "C"**  
**PROJECT DESCRIPTION**

The Grantee's Project is the Lakeside Place Project #WA402270, to be conducted by Grantee as part of Skagit County's Drainage Utility Program. The overall Project may result in reduced bank erosion along Lakeside Creek near Lake McMurray. However, the parties agree that the Project is not intended to create or provide any flood control protection or benefit, and/or to serve any flood control purpose for Grantor's Property. The Project will include lessening the bank steepness of the creek channel, placement of erosion control BMPs such as erosion control mats, and installation of a native willow live stake planting.

**EXHIBIT "D"**  
**LEGAL DESCRIPTION OF GRANTOR'S PROPERTY**  
**Skagit County Assessor Tax Parcel No: P17223**  
*Per Quit Claim Deed AF# 198905050032*

That portion of the Burlington Northern Railroad Company right of way, conveyed by Deed recorded under Auditor's File No. 8702180078, records of Skagit County, Washington, lying Northerly of a line bearing Southwesterly, measured at right angles to the main track centerline, from a point on the Easterly right of way line of the Burlington Northern Railroad Company right of way, which point is 442.68 feet South and 1,680.06 feet East from the Northwest corner of Government Lot 5, Section 25, Township 33 North, Range 4 East W.M., and lying Southerly of a line, which is measured at right angles to the main track centerline, said line being from a point on said main track centerline lying 1,309.73 feet Northwesterly, as measured along said main track centerline, from the South line of said Section 25.

Subject to all covenants, conditions, restrictions, reservations, agreements, easements, provisions, and assessments of record, if any.

Situate in Skagit County, State of Washington