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Skagit County Auditor

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When Recorded Mail To:

Skagit County
Public Works Department
Attn: Chakong Thao
1800 Continental Place
Mount Vernon, Washington 98273

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY *Dena Thompson*
DATE 3.6.25

SKAGIT COUNTY
Contract # C20250213
Page 1 of 8

DOCUMENT TITLE: **TEMPORARY CONSTRUCTION EASEMENT**

REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*

GRANTORS(S): **Paul Isaacson and Tammy Isaacson**, husband and wife.

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

ABBREVIATED LEGAL DESCRIPTION: Section 32, Township 35 N, Range 04 E (Complete LEGAL DESCRIPTION provided at *Exhibit "A"*).

ASSESSOR'S TAX / PARCEL NUMBER(S): **P38206** (XrefID: 350432-2-008-0005)

TEMPORARY CONSTRUCTION EASEMENT

The undersigned, **Paul Isaacson and Tammy Isaacson**, husband and wife, ("Grantors"), 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, non-exclusive construction easement and appurtenances thereto ("Temporary Easement"), as provided herein. Grantors 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 Grantors 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 Grantors' Property, such Temporary Easement area as legally described on *Exhibit "B"* and as further described and depicted on *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 Project purposes, including maintenance of existing culvert(s), conveyance system(s), and/or existing structure(s) within said Temporary Easement area, and for any and all other purposes reasonably related thereto. A legal description for the Grantors' Property is attached hereto as *Exhibit "A"*, and is hereby incorporated by reference. The Temporary Easement shall be for the purpose of a Project (as described at attached *Exhibit "D"* and incorporated herein).

2. 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 Grantors' Property within the Temporary Easement area (as described and depicted in *Exhibit "B"* and "*C"*) for purposes of using the Temporary Easement for

Project purposes, including the replacement of a Grantee-owned catch basin with a new stormwater treatment system, temporary fence removal, installation of sediment and erosion control measures, maintenance of existing culvert(s), conveyance system(s), and/or existing structure(s) as further described at *Exhibit "D"* attached hereto and incorporated by reference. Grantors shall not have the right to exclude Grantee, Grantee's employees, agents, contractors, or other third parties from the Temporary Easement area. Grantors 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 while the Temporary Easement is in effect, without approval of the Grantee.

2.1 Grantors recognizes and agrees that the Project may result in drainage impacts to Grantors' Property (including, but not necessarily limited to, changes in the flow of water at Grantors' Property). Grantors specifically recognize and agree that the Grantee is not responsible or liable for any drainage impacts or damage to Grantors' Property resulting from the Project and/or this Temporary Easement. Grantors release and hold harmless Grantee from any drainage impacts or damage to Grantors' Property resulting from and/or related to the Project or this Temporary Easement. The Grantors specifically recognize and agree 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) Grantors' Property pursuant to the terms of this Temporary Easement. The parties specifically recognize and agree that the Project is not intended to create or provide any flood control protection, purpose, or benefit for Grantors. 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, 2026, 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 related to this Temporary Easement shall be in Skagit County, State of Washington.

5. 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. No presumption or other rules of construction which would interpret the provisions of this Temporary Easement in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Temporary Easement. 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. 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. 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.

GRANTORS:

Paul Isaacson and Tammy Isaacson, husband and wife.

Paul Isaacson

Paul Isaacson
DATED this 25 day of April, 2025.

Tammy Isaacson

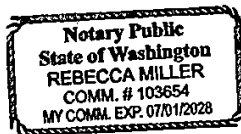
Tammy Isaacson
DATED this 25 day of April, 2025.

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that **Paul Isaacson**, an individual, is the person who appeared before me, and said person acknowledged that they signed this instrument, on oath stated that they executed the forgoing instrument as their free and voluntary act for the uses and purposes herein mentioned.

DATED this 25 day of April, 2025.

(SEAL)

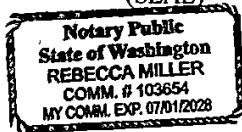


Notary Public
Print name: Rebecca Miller
Residing at: Cumano Island
My commission expires: 07-01-28

I certify that I know or have satisfactory evidence that **Tammy Isaacson**, an individual, is the person who appeared before me, and said person acknowledged that they signed this instrument, on oath stated that they executed the forgoing instrument as their free and voluntary act for the uses and purposes herein mentioned.

DATED this 25 day of April, 2025.

(SEAL)



Notary Public
Print name: Rebecca Miller
Residing at: Cumano Island
My commission expires: 07-01-28

DATED this 30 day of April, 2025.

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

Peter Browning, Chair

Ron Wesen, Commissioner

Lisa Janicki, Commissioner

Attest:

Clerk of the Board

Authorization per Resolution R20160001:

Lisha Logne
County Administrator

Recommended:

Michael See
Department Head

Approved as to form: 4/29/25

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Marylouber
Risk Manager

Approved as to budget:

Lisha Logne
Budget & Finance Director

EXHIBIT "A"
LEGAL DESCRIPTION OF GRANTOR'S PROPERTY
Skagit County Assessor Tax Parcel Nos.: P38206
Per Warranty Deed AF#20081310188

The North 1/2 of the Southwest 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 32, Township 35 North, Range 4 East, W.M., EXCEPT State and County Road rights of way.

ALSO EXCEPT THE FOLLOWING:

Beginning at the Northwest corner of said Parcel "A";
Thence South 02°22'13" West, along the Easterly Right of Way of North Burlington Blvd., a distance of 326.74 feet to a point on the South line of said Parcel "A";
Thence South 89°02'27" East, leaving said Easterly Right of Way of North Burlington Blvd., and along the South line of said Parcel "A", a distance of 23.41 feet, to a point called out as Station 16+96.56, 53.41 feet Right as shown on City of Burlington Right of Way Plan of North Burlington Blvd., Sheets 3, 4, and 7 of 7, approved in 2007, on file with the City of Burlington Public Works Department;
Thence North 03°47'40" East, leaving the South line of said Parcel "A", a distance of 53.46 feet to a point being called out as Station 17+50.00, 54.73 feet Right as shown on the aforementioned Right of Way Plan;
Thence North 05°55'27" West, a distance of 115.27 feet to a point called out as Station 18+64.06, 38.11 feet Right as shown on the aforementioned Right of Way Plan;
Thence North 25°55'54" East, a distance of 64.70 feet to a point called out as Station 19+23.36, 63.97 feet Right as shown on the aforementioned Right of Way Plan;
Thence North 55°07'22" East, a distance of 51.34 feet to a point called out as Station 19+54.44, 104.84 feet Right as shown on the aforementioned Right of Way Plan;
Thence North 71°41'30" East, a distance of 22.39 feet to a point called out as C Line Station 1+24.97, 32.85 feet Right as shown on the aforementioned Right of Way Plan;
Thence North 86°14'21" East, a distance of 35.31 feet to a point called out as C Line Station 1+60.16, 30.00 feet Right as shown on the aforementioned Right of Way Plan;
Thence South 89°07'24" East, a distance of 495.67 feet to a point called out as C Line Station 6+55.83, 30.00 feet Right as shown on the aforementioned Right of Way Plan, said point being on the East line of said Parcel "A";
Thence North 02°08'08" East, along the East line of said Parcel "A", a distance of 60.01 feet to a point on the North line of said Parcel "A" called out as C Line Station 6+57.15, 30.00 feet Left as shown on the aforementioned Right of Way Plan;
Thence North 89°07'24" West along the North line of said Parcel "A", a distance of 626.35 feet to the Point of Beginning.

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.

EXHIBIT "B"
LEGAL DESCRIPTION FOR TEMPORARY CONSTRUCTION EASEMENT AREA
Skagit County Assessor Tax Parcel No.: P38206

A temporary construction easement, lying over, under, and across a portion of the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 32, Township 35 North, Range 4 East, W.M., easement area described more particularly as follows:

COMMENCING at the Southeast corner of said North Half;
Thence northerly along the East line of said North Half a distance of 112.5 feet to the **POINT OF BEGINNING**;
Thence continuing northerly along said East line a distance of 50.0 feet;
Thence westerly and perpendicular to said East line a distance of 30.0 feet;
Thence southerly and parallel with said East line a distance of 50.0 feet;
Thence easterly and perpendicular to said East line a distance of 30.0 feet to the **POINT OF BEGINNING**.

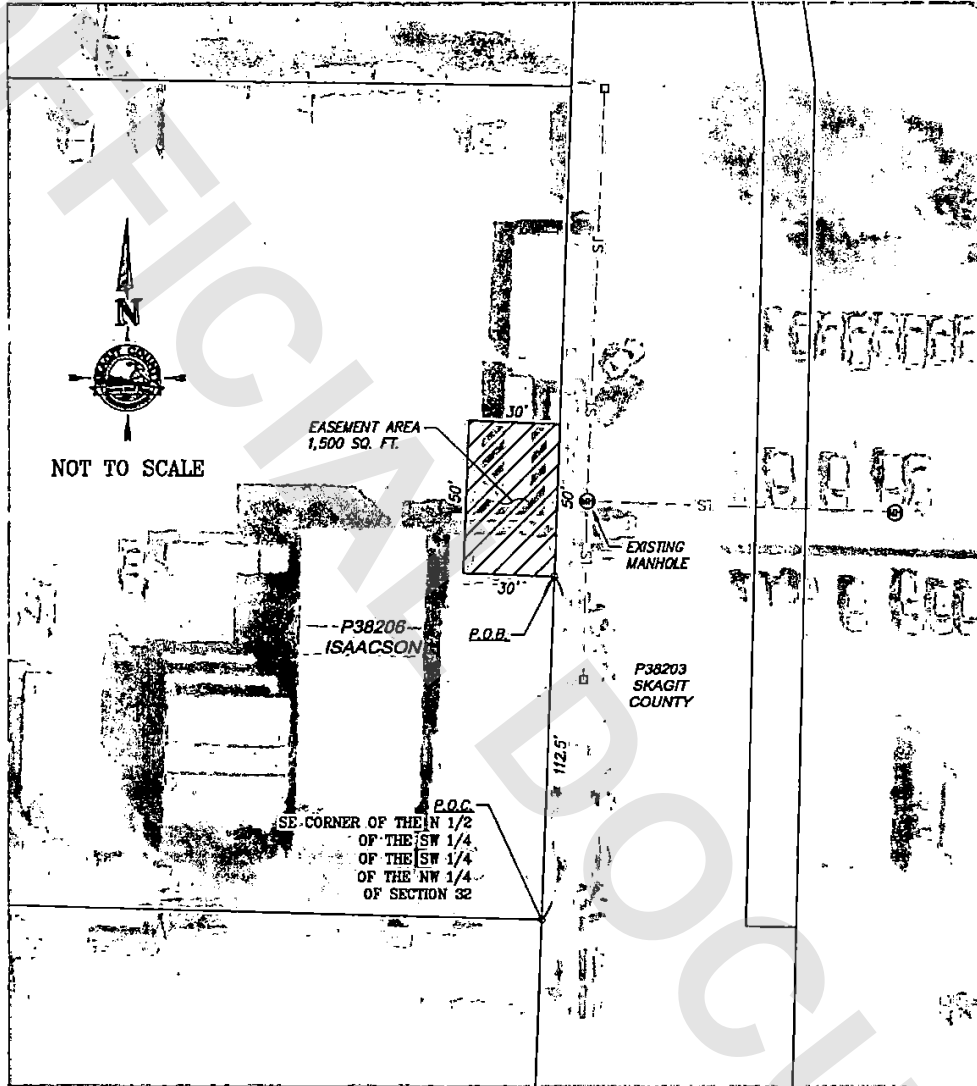
Easement containing 1,500 square feet, more or less.

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

Situate in the County of Skagit, State of Washington.

EXHIBIT "C"
GRAPHIC DEPICTION OF TEMPORARY CONSTRUCTION EASEMENT AREA
Skagit County Assessor Tax Parcel No.: P38206

SITUATE IN A PORTION OF THE N 1/2 OF THE SW 1/4 OF THE SW 1/4 OF THE NW 1/4 SECTION 32,
TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M., SKAGIT COUNTY, WASHINGTON



TEMPORARY CONSTRUCTION EASEMENT
P38206 - PAUL AND TAMMY ISAACSON
646 N. BURLINGTON BLVD, MT VERNON, WA

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

EXHIBIT "D"
PROJECT DESCRIPTION
Skagit County Assessor Tax Parcel No.: P38206

- **Subject to the terms of this Temporary Easement, the County (Grantee) will replace an existing catch basin structure on the Grantee's property with a stormwater treatment system known as a hydrodynamic separator (the "separator"), to treat stormwater for hydrocarbons (oils), total suspended solids, trash, and debris. Given the catch basin's vicinity to the Grantor's parcel, the Temporary Easement will provide the work space necessary to complete the Project.**
- **The Project will include temporary removal of a segment of a fence that is to be restored upon completion of the Project.**
- **The temporary easement may be used for installing sediment and erosion control measures (e.g., silt fences, catch basin inserts, straw wattles) and staging construction equipment.**
- **Grantee crews shall repair the existing drainage conveyance system to reestablish drainage and flow of the existing system.**
- **Except for intended changes made to the landscape by construction of the Project, the surrounding landscape within the Temporary Easement area shall be reasonably restored to a substantially similar condition as existed prior to Project construction.**