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Skagit County Auditor

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When Recorded Mail To:

Skagit County
Public Works Department
Attn: Renee McMinn
1800 Continental Place
Mount Vernon, Washington 98273

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY *Den Thompson*
DATE *5.6.25*

DOCUMENT TITLE: **TEMPORARY CONSTRUCTION EASEMENT**

REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*

SKAGIT COUNTY
Contract # C20250214
Page 1 of 8

GRANTOR: **Robert A. Shapiro and Mariann Shapiro**, husband and wife

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

ASSESSOR'S TAX / PARCEL NUMBER(S): **P34147 (XrefID: 350312-3-002-0400)**

ABBREVIATED LEGAL DESCRIPTION: A temporary easement located within Section 12, Township 35, Range 03 East (complete LEGAL DESCRIPTION provided in *Exhibit "D"*).

TEMPORARY CONSTRUCTION EASEMENT

The undersigned, **Robert A. Shapiro and Mariann Shapiro**, husband and wife ("Grantors") 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. 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 "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 survey, culvert removal, and construction of a new bridge crossing (as further described in *Exhibit "C"*) 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 "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 Grantors' 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). Grantors shall not have the right to exclude Grantee, Grantee's employees, agents, contractors, or other third parties from the Temporary Easement area so long as Grantee is acting within the purposes and scope of the terms of the Temporary Easement. 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 (or otherwise alter, interfere with, or disturb the Project) while the Temporary Easement is in effect, without approval of the Grantee.

2.1 Grantors recognize and agree 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 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, 2029, 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.

GRANTORS:
Robert A. Shapiro and Mariann Shapiro, husband and wife

Robert Shapiro
By: Robert A. Shapiro

DATED this 10 day of April, 2025.

Mariann Shapiro
By: Mariann Shapiro

DATED this 10 day of April, 2025.

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that **Robert A. Shapiro** and **Mariann Shapiro**, husband and wife, is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument, and on oath stated that he/she/they executed the forgoing instrument as his/her/their duly authorized free and voluntary act for the uses and purposes herein mentioned.

DATED this 10 day of April, 2025.

(SEAL)



Emily Derenne
Notary Public
Print name: EMILY DERENNE
Residing at: Bellingham, WA
My commission expires: 5/23/28

DATED this 30 day of April, 2025.

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

Lisa Janicki, Chair

Peter Browning, Commissioner

Ron Wesen, Commissioner

Attest:

Clerk of the Board

Authorization per Resolution R20160001

Gisha Dogne
County Administrator

Recommended:

Michael See
Department Head

Approved as to form:

[Signature] 4/29/25
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Marylouber
Risk Manager

Approved as to budget:

Gisha Dogne
Budget & Finance Director

EXHIBIT "A"
TEMPORARY EASEMENT AREA LEGAL DESCRIPTION
Skagit County Assessor Tax Parcel No: P34147

A temporary construction easement, lying over, under, across, and through a portion of Tract 1, Short Plat No. 19-79, approved June 15, 1979, recorded July 13, 1979, in Book 3 of Short Plats, page 144, under Auditor's File No. 7907130005 and being a portion of the Northwest 1/4 of the Southwest 1/4 of Section 12, Township 35 North, Range 3 East, W.M., easement area more particularly described as follows:

COMMENCING at the Southwest corner of said Tract 1, also being the intersection of the easterly right-of-way margin of Ershig Road (CoRd.#23210) and the northerly right-of-way margin Llama Lane (Co.Rd.23620); thence northerly along west line of said Tract 1 a distance of 10.0 feet to the north line of that certain road and utility easement depicted on said Short Plat No.19-79 and the **POINT OF BEGINNING**; thence continuing along said west line of Tract 1 a distance of 270.0 feet; thence easterly and parallel with the northerly right-of-way margin of said Llama Lane, a distance of 75.0 feet; thence southeasterly a distance of 299.6 feet, more or less, to a point on said easement line that lies 190.8 feet easterly of the **POINT OF BEGINNING**; thence westerly along said easement line a distance 190.8 feet to the **POINT OF BEGINNING**.

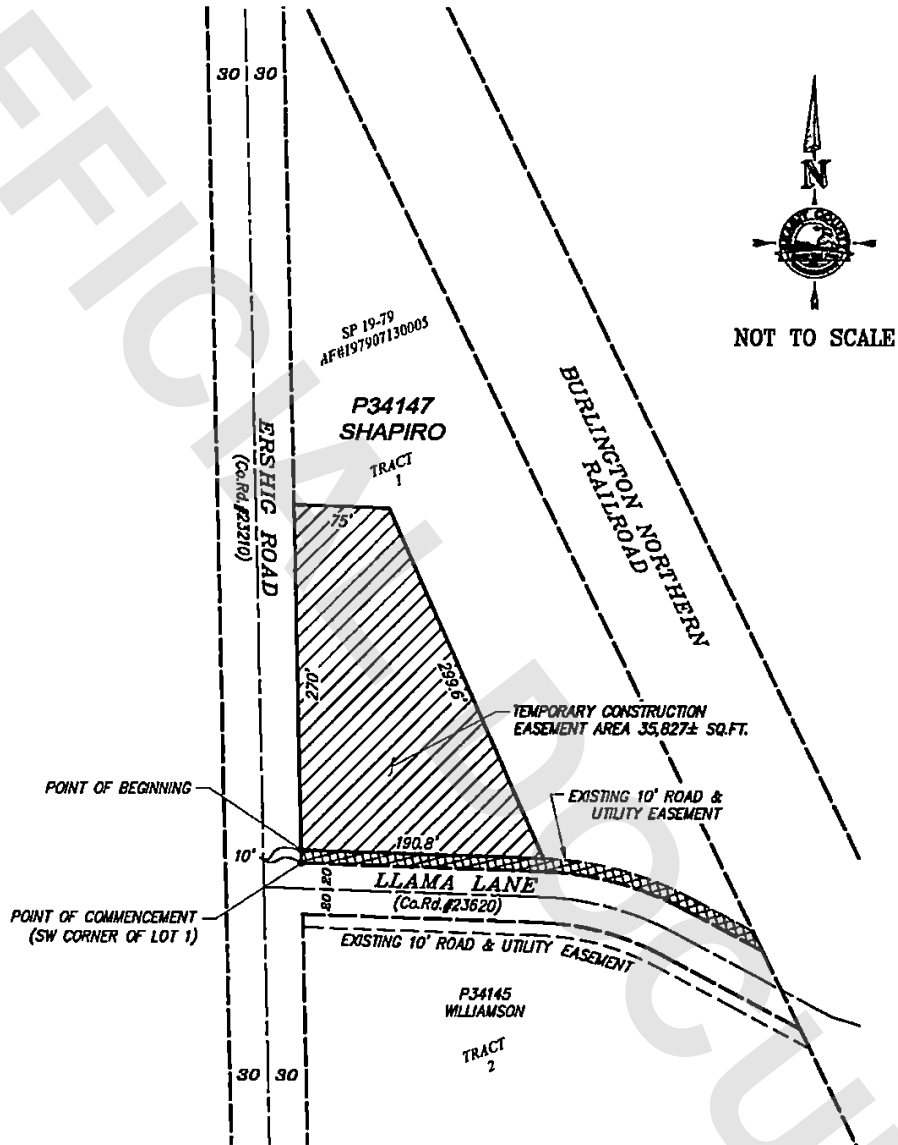
Temporary Construction Easement area 35,827 square feet, more or less.

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 "B"
GRAPHIC DEPICTION OF TEMPORARY EASEMENT AREA
Skagit County Assessor Tax Parcel No: P34147

SITUATE IN A PORTION OF NW 1/4 OF THE SW 1/4 OF SECTION 12,
TOWNSHIP 35 NORTH, RANGE 3 EAST, W.M., SKAGIT COUNTY, WASHINGTON



TEMPORARY CONSTRUCTION EASEMENT
PARCEL NO. P34147
17045 LLAMA LANE, BOW, WA 98232

 **SKAGIT COUNTY
PUBLIC WORKS**
1800 CONTINENTAL PLACE
MOUNT VERNON, WA 98273-5625
(360) 418-1400

EXHIBIT "C"
PROJECT DESCRIPTION

The Grantee's Project is the Llama Lane Culvert Replacement #WA402277. The overall project involves the replacement of two undersized culverts on Llama Lane (County Road # 23620) with a fish-passable prefabricated bridge installed by the Skagit County Public Works Operations Division. The Project is intended to improve drainage and fish access, and upgrade failing infrastructure along Edison Slough as part of Skagit County mitigation. The parties agree that the Project is not intended to provide any flood control protection, purpose, and/or benefit.

EXHIBIT "D"
LEGAL DESCRIPTION OF GRANTORS' PROPERTY
Skagit County Assessor Tax Parcel No: P34147
Per Statutory Warranty Deed AF# 199008020041

Tract 1, Short Plat No. 19-79, approved June 15, 1979, recorded July 13, 1979, in Book 3 of Short Plats, page 144, under Auditor's File No. 7907130005 and being a portion of the Northwest 1/4 of the Southwest 1/4 of Section 12, Township 35 North, Range 3 East, W.M.

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.