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08/18/2025 10:16 AM Pages: 1 of 10 Fees: \$312.50
Skagit County Auditor

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| REVIEWED BY |
| SKAGIT COUNTY TREASURER |
| DEPUTY <u>Alan Martz</u> |
| DATE <u>8/18/25</u> |

AFTER RECORDING RETURN TO:
BOARD OF SKAGIT COUNTY COMMISSIONERS
1800 CONTINENTAL PLACE, STE. 100
MOUNT VERNON, WA 98273

DOCUMENT TITLE: Temporary Construction Easement

DATE SIGNED: August 13, 2025

GRANTOR: Skagit County

GRANTEE: Sierra Pacific Land and Timber Company

COUNTY CONTRACT NO.: C20250403

Parcel #: P30972

Abbreviated Legal Description:

(595.1300 ac) CF-75: ALL OF SECTION 14, TOWNSHIP 34 NORTH, RANGE 9 AST,
W.M., EX NE1/4 NE1/4 TAX #1 & RD EXCEPT THAT PORTION OF THE NW1/4 NE1/4
LYING EAST OF THE CONCRETE SAUK VALLEY ROAD

After Recording, Return to:
SKAGIT COUNTY PUBLIC WORKS DEPARTMENT
Attn: Joel Shroyer
1800 Continental Place
Mount Vernon, WA 98273

DOCUMENT TITLE: TEMPORARY CONSTRUCTION EASEMENT

REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*

GRANTORS(S): Sierra Pacific Land and Timber Company

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

ABBREVIATED LEGAL DESCRIPTION: All of Sec. 14, T 34 N, R 09 E, W.M., except a portion of the NW 1/4 of the NE 1/4. (Complete LEGAL DESCRIPTION provided at *Exhibit "A"*)

ASSESSOR'S TAX / PARCEL NUMBER(S): P30972 (XrefID: 340914-1-002-0001)

TEMPORARY CONSTRUCTION EASEMENT

The undersigned, **Sierra Pacific Land and Timber Company**, ("Grantor"), 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. The 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 the Grantor herein shall be a temporary construction easement for the benefit of the Grantee, the Grantee's agents, employees, and contractors over, upon, across, through, a portion of real property located within and upon the Grantor's 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 Grantor's 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 *Exhibit "D"*).

2. Use of Easement. The Grantee, the 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 "B"* and *"C"*) for purposes of using the Temporary Easement for Project purposes as further described in *Exhibit "D"*, attached hereto and incorporated by

reference. The Grantor shall not have the right to exclude the Grantee, the Grantee's employees, agents, contractors, or other third parties from the Temporary Easement area. The 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 while the Temporary Easement is in effect, without approval of the Grantee.

2.1 The Grantor recognizes and agrees that the Project may result in drainage impacts to the Grantor's Property (including, but not necessarily limited to, changes in the flow of water at the Grantor's Property). The Grantor specifically recognizes and agrees that the Grantee is not responsible or liable for any drainage impacts or damage to the Grantor's Property resulting from the Project and/or this Temporary Easement. The Grantor releases and holds harmless the Grantee from any drainage impacts or damage to the Grantor's Property resulting from and/or related to the Project or this Temporary Easement. The Grantor specifically recognizes and agrees that the 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) the Grantor's 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 the Grantor.

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 the Grantee). This Temporary Easement shall otherwise expire by its own terms and terminate on January 1, 2027, whichever is sooner.

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

GRANTOR:

Signed: [Signature]
Print Name: M. D. Emmerson

STATE OF _____ }
COUNTY OF _____ } ss.

I certify that I know or have satisfactory evidence that _____, as the _____ (print title/position), of _____ (print name of partnership, company, LLC, etc.), a _____ (print the kind of legal entity & state of legal formation), is the person who appeared before me, and said person has 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 _____ day of _____, 2025.

Signed: _____

NOTARY PUBLIC in and for the

State of _____,

residing at _____

My commission expires: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of SHASTA

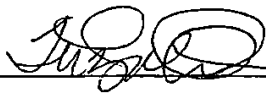
On 7/15/25 before me, TIRZAH CHASE, NOTARY PUBLIC
(insert name and title of the officer)

personally appeared M. D. EMMERSON,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

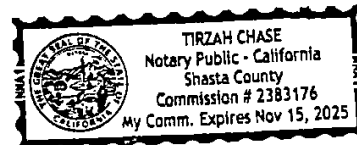
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



DATED this 13 day of August, 2025.

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

Lisa Janicki, Chair

Ron Wesen, Commissioner

Peter Browning, Commissioner

Attest:

Clerk of the Board

Authorization per Resolution R20160001:

Lustia Jagne
County Administrator

Recommended:

Michael Lee
Department Head

Approved as to form: 8/11/25

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Marylauber
Risk Manager

Approved as to budget:

Lustia Jagne
Budget & Finance Director

EXHIBIT "A"
LEGAL DESCRIPTION OF GRANTOR'S PROPERTY
Skagit County Assessor Tax Parcel Nos.: P30972
Per Statutory Warranty Deed AF#201806290144

All of Section 14, Township 34 North, Range 9 East, W.M., EXCEPT road rights of way, AND EXCEPT the Northeast¼ of the Northeast¼, AND ALSO EXCEPT that portion conveyed by deed under Auditor's File No. 9906010185, records of Skagit County, Washington; AND ALSO EXCEPT that portion of the Northwest¼ of the Northeast¼, described as follows:

Beginning at a point on the East boundary line of the Northwest¼ of the Northeast¼ of Section 14, Township 34 North, Range 9 East, W.M., 154.4 feet South 1°35' West from the Northeast 1/16th Section corner thereof;
Thence South 79°18' West for 345.6 feet, more or less, to the East line of County road right of way;
Thence South 10°42' East along the East line of said County road for 315.0 feet, more or less, to the North line of the Sound Timber Company's railroad right of way;
Thence North 79°18' East along the North line of said right of way for 277.5 feet to a point on the East boundary line of said Northwest¼ of the Northeast¼;
Thence North 1°35' East along said boundary line for 322.4 feet, more or less, 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.: P30972

A temporary construction easement, lying over, under, and across a portion of the Northwest 1/4 of the Northeast 1/4 of Section 14, Township 34 North, Range 9 East, W.M., easement area described more particularly as follows:

COMMENCING at the Northeast corner of said Northwest Quarter of the Northeast Quarter, thence westerly along said 1/16th line a distance 452.2 feet, more or less, to the westerly Right-of-Way margin of Concrete-Sauk Valley Road (Co. Rd. # 08000);

Thence southerly along said Right-of-Way margin a distance of 199.3 feet to the **POINT OF BEGINNING**;

Thence South 77°44' West a distance of 24.9 feet;

Thence South 12°16' East a distance of 165.0 feet;

Thence South 77°44' West a distance of 90.0 feet;

Thence South 12°16' East a distance of 120.0 feet;

Thence North 77°44' East a distance of 100.0 feet;

Thence South 12°16' East a distance of 70.0 feet;

Thence North 77°44' East a distance of 40.3 feet, more or less, to said Right-of-Way margin;

Thence northerly along said westerly Right-of-Way margin a distance of 359.2 feet, more or less, to the **POINT OF BEGINNING**.

Easement containing 0.45 acres, more or less.

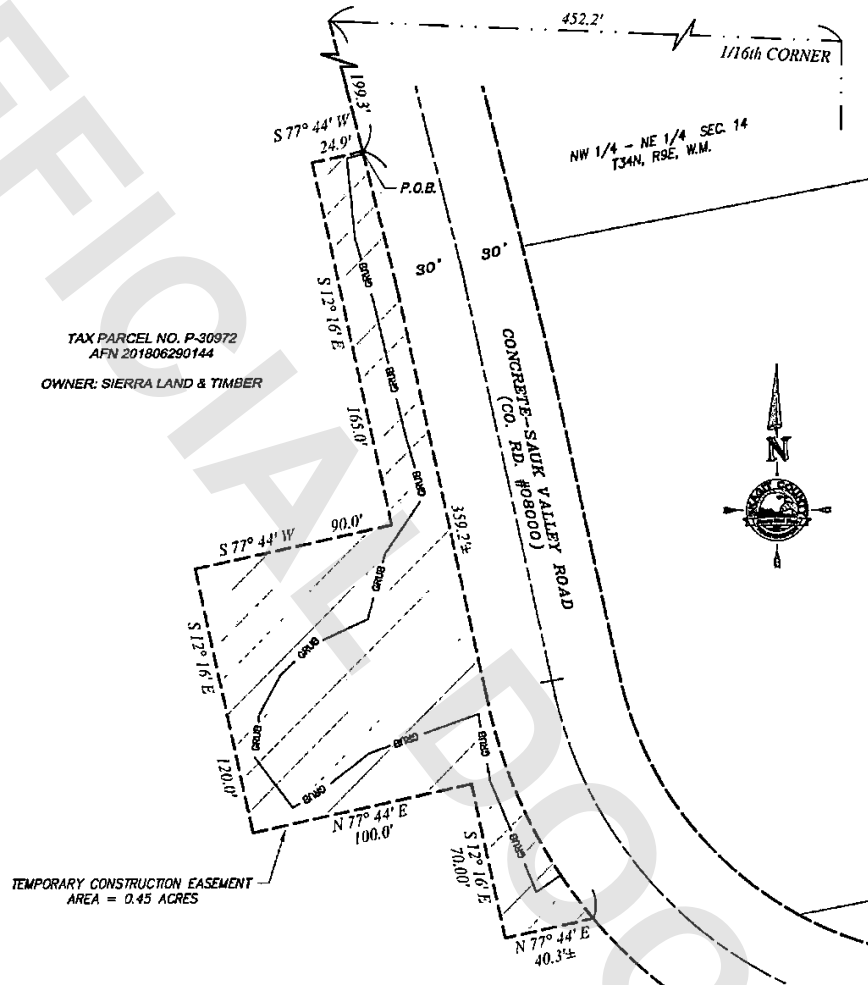
Subject to all covenants, conditions, restrictions, reservations, agreements, easements, provisions, and assessments of record, if any.

Situate in the County of Skagit, State of Washington.

EXHIBIT "C"
GRAPHIC DEPICTION OF TEMPORARY CONSTRUCTION EASEMENT AREA
Skagit County Assessor Tax Parcel No.: P30972

SITUATE IN A PORTION OF THE NE 1/4 OF THE NW 1/4 OF THE NE 1/4 OF SECTION 14,
 TOWNSHIP 34 NORTH, RANGE 9 EAST, W.M., SKAGIT COUNTY, WASHINGTON

NOT TO SCALE



TEMPORARY CONSTRUCTION EASEMENT
 P30972 - CONCRETE SAUK VALLEY ROAD



EXHIBIT "D"
PROJECT DESCRIPTION
Skagit County Assessor Tax Parcel No.: P30972

- The County's (Grantee) contractor shall undertake Project work to repair the existing drainage conveyance system, and 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.