

After recording return document to:

State of Washington
Department of Transportation
Real Estate Services Office
P O Box 47338
Olympia WA 98504-7338

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Lena Thompson
DATE 09/03/2025

GNW 22-14506

Document Title: Temporary Easement
Reference Number of Related Document: N/A
Grantors: Donald Poet; Arlene Poet
Grantee: State of Washington, Department of Transportation
Legal Description: Ptn of Gov't Lot 2 in 7-35-5, WM, Skagit County
Additional Legal Description is on Page 4 of Document
Assessor's Tax Parcel Number: Ptn P38589/35050700050002

TEMPORARY EASEMENT

State Route 9, Unnamed Tributary to Nookachamps and Hansen Creeks – Fish Passage,
Temporary Easement Exhibit 1-26235

The Grantors, DONALD POET and ARLENE POET, husband and wife, for and in consideration of the sum of TEN AND NO/100 (\$10.00) Dollars, and other valuable consideration, convey and grant unto the State of Washington, acting by and through its Department of Transportation, and its assigns, Grantee, under the imminent threat of the Grantee's exercise of its right of Eminent Domain, the right, privilege and easement over, upon, and across the hereinafter described lands for the purpose of construction activities, plant establishment and maintenance in connection with the SR 9/Unnamed to Nookachamps & Hansen Creeks – Fish Passage Project.

Said lands being situated in Skagit County, State of Washington, as described in Exhibit A ("Premises"), attached hereto and made a part of.

The term of this Temporary Easement shall commence on the date of acceptance of this Temporary Easement by Grantee and shall terminate on December 31, 2029, hereinafter the

TEMPORARY EASEMENT

"Term". Provided, however, that Grantee's use and occupancy of the easement area is limited (to): Between May 1, 2026 and November 30, 2026 for construction activities and again between January 1, 2029 and December 31, 2029 for plant establishment and maintenance during the Term.

Grantee shall provide Grantor written notice no less than thirty (30) days in advance of Grantee's intent to exercise its rights under this Temporary Easement.

The State shall, upon exercise of the rights and completion of the construction described herein, remove all debris and restore the surface of the Premises to a condition as close as reasonably practicable to its condition existing immediately prior to the exercise of such rights, excepting any modifications or improvements made as part of the construction project.

It is understood and agreed that delivery of this temporary easement is hereby tendered and that the terms and obligations hereof shall not become binding upon the State of Washington unless and until accepted and approved hereon in writing for the State of Washington, by and through its Department of Transportation, by its authorized agent.

Dated: 8/21, 25

Donald S. Poet
DONALD POET

Arlene R Poet
ARLENE POET

Accepted and Approved

STATE OF WASHINGTON
Department of Transportation

By: _____
Synthia Armstrong, Northwest Region
Real Estate Services Manager
Authorized Signatory

Date: _____

TEMPORARY EASEMENT

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Dated: 8/21, 25

Donald S. Poet
DONALD POET

Arlene R Poet
ARLENE POET

Accepted and Approved

STATE OF WASHINGTON
Department of Transportation

By: Synthia Armstrong
Synthia Armstrong (Aug 25, 2025 10:46:13 PDT)
Synthia Armstrong, Northwest Region
Real Estate Services Manager
Authorized Signatory

Date: 08/25/2025

TEMPORARY EASEMENT

STATE OF WASHINGTON)

County of Skagit : ss

On this 21 day of August, 2025, before me personally appeared DONALD POET and ARLENE POET to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.

(SEAL)

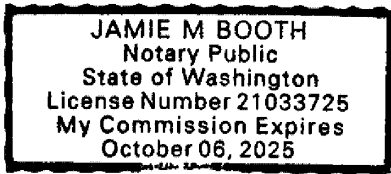


Notary Public in and for the State of Washington,
residing at Stanwood

My commission expires 10-6-2025

This notarial act was completed:

- In Person
- In Person Electronic
- Remote Using Communication Technology



TEMPORARY EASEMENT**EXHIBIT A**

All that portion of the hereinafter described PARCEL "A" lying within a tract of land beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 203+10.00 on the SR 9 line survey of SR 9, Sedro Woolley Vicinity to Whatcom County Line, and 30.0 feet easterly therefrom; thence easterly to a point opposite said HES and 105.0 feet easterly therefrom; thence northeasterly to a point opposite HES 203+40.00 and 155.0 feet easterly therefrom; thence northerly parallel with said line survey to a point opposite HES 204+10± thereon, said point being on the northerly line of said PARCEL "A"; thence westerly along said northerly line to a point opposite HES 204+07± on said line survey and 30.0 feet easterly therefrom; thence southerly parallel with said line survey to the point of beginning.

PARCEL "A"

That part of the South 10 acres of the North ½ of Government Lot 2, Section 7, Township 35 North, Range 5 East, W.M., lying West of the old railroad grade (now county road);

EXCEPT that portion thereof conveyed to Skagit County for road purpose by deed dated August 16, 1926, and recorded September 11, 1926, under Auditor's File No. 197145, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

The lands herein described contain an area of 11,548 square feet, more or less, the specific details concerning all of which are shown on that certain Exhibit Map entitled SR 9, Unnamed Tributary to Nookachamps and Hansen Creeks – Fish Passage, Temporary Easement Exhibit 1-26235, dated June 9, 2025.

