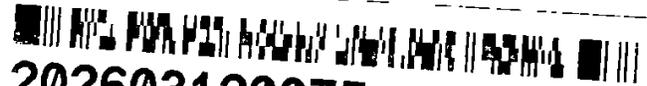


Recording Requested By And
When Recorded Mail To:

Skagit County
Public Works Department
Attn: Emily Derenne
1800 Continental Place
Mount Vernon, Washington 98273



202603120075

03/12/2026 03:49 PM Pages: 1 of 9 Fees: \$311.50
Skagit County Auditor

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY <i>Dena Thompson</i>
DATE <i>3-12-26</i>

DOCUMENT TITLE: **TEMPORARY CONSTRUCTION EASEMENT**

REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*

GRANTOR: **Kimberly L. Randal and Paul S. Randal**, a married couple

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

ASSESSOR'S TAX/PARCEL NUMBER(S): **P106594** (XrefID: 350714-0-010-0100)

ABBREVIATED LEGAL DESCRIPTION: LOCATED IN GOVERNMENT LOTS 7 AND 8, SECTION 14, TOWNSHIP 35 NORTH, RANGE 7 EAST, W.M. EXCEPT THAT CERTAIN 100-FOOT STRIP OF LAND ESTABLISHED BY DEED RECORDED JUNE 14, 1923 UNDER AF#165379 IN VOLUME 129 OF DEEDS, PAGE 347 AND LATER CONVEYED TO SKAGIT COUNTY BY DEED RECORDED DECEMBER 16, 1953 UNDER AF#496313, WHICH STRIP IS COMMONLY KNOWN AS THE SOUTH SKAGIT HIGHWAY; ALSO EXCEPT THAT PORTION THEREOF LYING WITHIN THE EXISTING AS-BUILT RIGHT-OF-WAY KNOWN AS THE SAVAGE ROAD. EXCEPT P42601 CF-75 CONTAINING 49.06 ACRES (complete LEGAL DESCRIPTION provided in *Exhibit "D"*).

TEMPORARY CONSTRUCTION EASEMENT

The undersigned, **Kimberly L. Randal and Paul S. Randal**, a married couple ("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 (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 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 (once completed) 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, 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 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:

Kimberly L. Randal and Paul S. Randal, a married couple


By: Kimberly L. Randal

DATED this 23 day of February, 2026.


By: Paul S. Randal

DATED this 23 day of FEBRUARY, 2026.



STATE OF WASHINGTON }
COUNTY OF ~~SKAGIT~~ ^{King} } ss.

I certify that I know or have satisfactory evidence that **Kimberly L. Randal** and **Paul S. Randal**, a married couple, 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 23rd day of February, 2026.

(SEAL)



Notary Public _____
Print name: Brooke Graham
Residing at: Belleve, WA
My commission expires: 3/19/29



DATED this 9 day of March, 2026.

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

COPY

Ron Wesen
Ron Wesen, Chair

Peter Browning
Peter Browning, Commissioner

Joe Burns
Joe Burns, Commissioner

Attest:

Andrew Erp
Clerk of the Board

Authorization per Resolution R20160001:

County Administrator

Recommended:

Michael Lee
Department Head

Approved as to form:

[Signature] 3/3/26
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Marylauber
Risk Manager

Approved as to budget:

Lisha Logne
Budget & Finance Director

COPY

EXHIBIT "A"
TEMPORARY EASEMENT AREA LEGAL DESCRIPTION
Skagit County Assessor Tax Parcel No: P106594

A temporary construction easement, lying over, under, across, and through a portion of Government Lot 7 of Section 14, Township 35 North, Range 7 East, W.M, lying southerly of the South right-of-way margin of South Skagit Highway (County Road No. 07000) conveyed to Skagit County by deed recorded December 16, 1953, under Auditor's File No. 496313, records of Skagit County, Washington; and lying northwesterly of the southerly easement margin of the existing logging road known as "Pressentine Road" #440, under Auditor's No. 8809010014, described as follows:

Segment A-B

Beginning at a point on the south edge of the South Skagit Highway in Government Lot 7, Section 14, Township 35 North, Range 7 East, W.M., where Scott's "Pressentine Road" intersects, thence following said road in a southwesterly direction to its intersection with the North-South centerline of Section 14, at a point approximately 340 feet North of the South 1/4 corner of said Section.

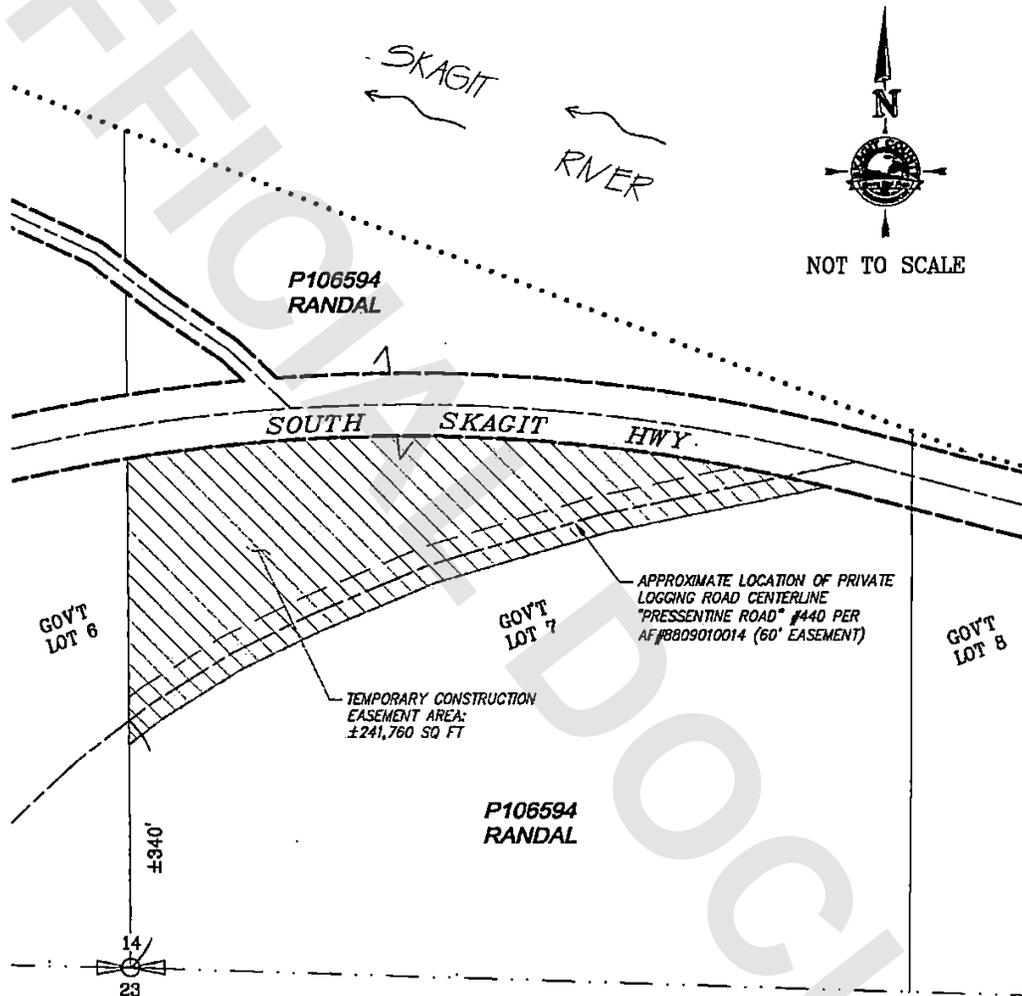
Temporary Construction Easement area 241,760 square feet, more or less.

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: P106594

SITUATE IN A PORTION OF GOVERNMENT LOT 7 SECTION 14,
TOWNSHIP 35 NORTH, RANGE 7 EAST, W.M., SKAGIT COUNTY, WASHINGTON



TEMPORARY CONSTRUCTION EASEMENT

P106594 - RANDAL
40740 SOUTH SKAGIT HIGHWAY

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

EXHIBIT "C" PROJECT DESCRIPTION

The Grantee's Project is located at the eastern end of the proposed new road location. This Project is part of the larger Mill Creek Restoration Project (WA402268) project. The overall project involves the potential relocation of a 1.5 mile section of South Skagit Highway (County Road # 07000), removal of the existing roadway structure, and implementation of two new crossings at Mill and Savage Creeks with fish-passable structures. This project is being completed in phases. This phase includes one geo-technical test pit on the Grantee's property and access to western portions of the project (Figure 1).

The test pit will include excavation by a small excavator to a depth of 10 to 15 feet. The pit will be located to the north of the existing road. The pit will be backfilled with the native material the same day.

Access to the exploration sites west of Savage Creek will occur via the Grantee's property. Access is expected to be required for up to two weeks.

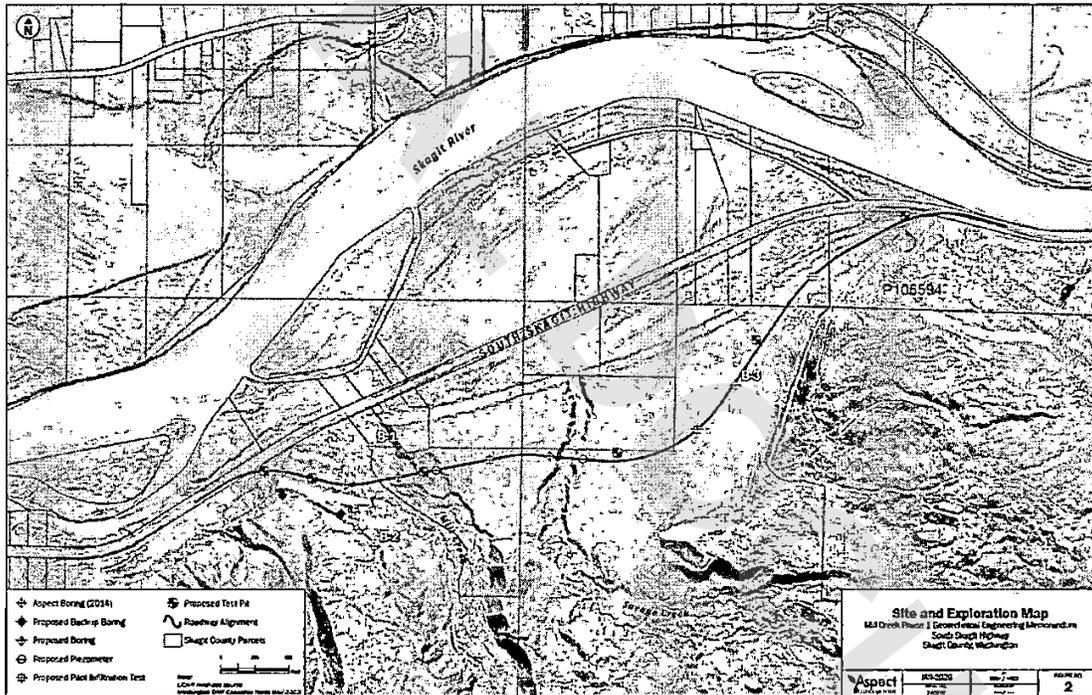


Figure 1. Geotechnical Exploration Map with Grantee's property shown by red parcel number.

EXHIBIT "D"
LEGAL DESCRIPTION OF GRANTORS' PROPERTY
Skagit County Assessor Tax Parcel No: P106594
Per Bargain and Sale Deed AF# 202104270077

PARCEL 'B'

Government Lots 7 and 8 of Section 14, Township 35 North, Range 7 East, W.M.;

Except that certain 100-foot strip of land established by deed recorded June 14, 1923 as Auditor's File No. 165379 in Volume 129 of Deeds, Page 347 and later conveyed to Skagit County by deed recorded December 16, 1953 as Auditor's File No. 496313, Which strip is commonly known as the South Skagit Highway;

Also, except that portion thereof lying within the existing as-built right-of-way known as the Savage Road.

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.