

After recording return document to:

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

*Document Title: Temporary Easement*

*Reference Number of Related Document: N/A*

*Grantor: Snohomish County*

*Grantee: State of Washington, Department of Transportation*

*Legal Description: Ptns of the NE<sup>1</sup>/<sub>4</sub> of the SW<sup>1</sup>/<sub>4</sub> and the SE<sup>1</sup>/<sub>4</sub> of Section 13, T28N, R5E, WM, Snohomish County*

*Additional Legal Description is on Pages 4 and 5 of Document*

*Assessor's Tax Parcel Numbers: Ptns 28051300301700; 28051300403000*

### TEMPORARY EASEMENT

State Route 9, Marsh Road to 2nd Street Vic. – Widening & Bridge Painting, Temporary Easement Exhibit – Parcel 1-25332

The Grantor, SNOHOMISH COUNTY, a political subdivision of the State of Washington, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration, conveys and grants 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 purposes of placing personnel, machinery and equipment on said lands and for providing a work area for a construction staging area for storage of equipment and materials and to perform all work necessary for the widening of SR 9, including, but not limited to, relocation of utilities as needed, clearing of trees and vegetation as needed ("Construction"), and post-construction establishment of native type vegetation including, but not limited to, planting, seeding, inspecting, monitoring, watering and weed control, together with rights of ongoing ingress and egress to accomplish said purposes ("Plant Establishment").

Said lands being situated in Snohomish County, State of Washington, as described in Exhibit A, attached hereto and made a part hereof.

**TEMPORARY EASEMENT**

The term of the Temporary Easement shall commence on the date of acceptance of this Temporary Easement by Grantee and shall terminate on January 31, 2034 (the “Term”). Construction shall be limited to no more than thirty-six (36) consecutive months during the Term and will be followed by a three (3) consecutive year Plant Establishment period. Grantee shall provide Grantor written notice no less than thirty (30) days in advance of commencement of Construction.

The State shall, upon the exercise of such rights specified herein and completion of construction of said project described herein, remove all debris and restore the surface of this Temporary Easement to a condition as close as 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 \_\_\_\_\_, 2024

SNOHOMISH COUNTY, a political subdivision of the State of Washington

By: \_\_\_\_\_  
CARL JORGENSEN, Property Officer  
Snohomish County Facilities Management

Accepted and Approved  
STATE OF WASHINGTON  
Department of Transportation

By: \_\_\_\_\_  
Synthia Armstrong, Northwest Region  
Real Estate Services Manager,  
Authorized Agent

Date: \_\_\_\_\_



## TEMPORARY EASEMENT

### EXHIBIT A

All that portion of the hereinafter described PARCEL "A" lying within a tract of land beginning at the intersection of the southerly boundary line of said PARCEL "A" and the westerly margin of State Route 9; thence North  $70^{\circ}44'36''$  West a distance of 31.59 feet; thence North  $02^{\circ}39'09''$  East a distance of 52.18 feet; thence South  $70^{\circ}44'36''$  East a distance of 31.60 feet; thence South  $02^{\circ}39'18''$  West along said westerly margin of State Route 9 a distance of 52.17 feet to the point of beginning.

#### PARCEL "A"

THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 28 NORTH, RANGE 5 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON, LYING BETWEEN THE BURLINGTON NORTHERN RIGHT-OF-WAY AND THE FOLLOWING DESCRIBED LINE:

BEGINNING ON THE EAST LINE OF SAID SECTION AT A POINT 50 FEET DISTANT AS MEASURED AT RIGHT ANGLES FROM THE SOUTHERLY BOUNDARY OF SAID RAILROAD RIGHT-OF-WAY;  
THENCE NORTHWESTERLY 630 FEET ON A LINE PARALLEL TO AND 50 FEET DISTANCE FROM SAID RAILROAD RIGHT-OF-WAY;  
THENCE NORTH 52.6 FEET TO THE SOUTHERLY BOUNDARY OF SAID RAILROAD RIGHT-OF-WAY.

TOGETHER WITH THAT PORTION OF THE SOUTHEAST QUARTER OF SAID SECTION 13 LYING BETWEEN THE BURLINGTON NORTHERN RAILROAD RIGHT-OF-WAY AD THE FOLLOWING DESCRIBED LINE:

BEGINNING ON THE EAST BOUNDARY OF SAID SECTION 13 AT A POINT 50 FEET DISTANT AS MEASURED AT RIGHT ANGLES FROM THE SOUTHERLY BOUNDARY OF SAID RAILROAD RIGHT-OF-WAY;  
THENCE NORTHWESTERLY 2,228.5 FEET ON A LINE PARALLEL TO AND 50 FEET DISTANT FROM SAID RIGHT-OF-WAY;  
THENCE DEFLECTING RIGHT  $12^{\circ}44'$  453.4 FEET  
THENCE DEFLECTING LEFT  $12^{\circ}44'$  TO THE WEST LINE OF SAID SECTION 13 ON A LINE PARALLEL TO AND 50 FEET DISTANCE FROM SAID BURLINGTON NORTHERN RAILROAD RIGHT-OF-WAY;

**TEMPORARY EASEMENT**

**EXHIBIT A**  
(continued)

THENCE NORTH 52.6 FEET TO THE SOUTHERLY BOUNDARY OF SAID RAILROAD RIGHT-OF-WAY.

EXCEPT THAT PORTION LYING WITHIN STATE ROUTE 9.

The lands herein described contain an area of 1,580 square feet, more or less, the specific details concerning all of which are to be found on that certain Exhibit Map entitled SR 9, Marsh Road to 2nd Street Vic. – Widening & Bridge Painting, Temporary Easement Exhibit – Parcel 1-25332, now of record and bearing date of approval October 25, 2022.

Grantor's Initials

