



201204170122

Skagit County Auditor

4/17/2012 Page

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9 2:25PM

Recording Requested By And
When Recorded Mail To:

Skagit County
Public Works Department
Attn: Nikki Davis
1800 Continental Place
Mount Vernon, Washington 98273

DOCUMENT TITLE: TEMPORARY MAINTENANCE EASEMENT

SKAGIT COUNTY
Contract # C20120084

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REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*

GRANTOR(S): KENNETH RICHARD JOHNSON and WENDY SUE JOHNSON, Husband and wife

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

ASSESSOR'S TAX / PARCEL NUMBER(S): P105931 (XrefID: 4136-004-005-0004)

ABBREVIATED LEGAL DESCRIPTION: RESERVE TO MONTBORNE, ACRES 0.35, MH SERIAL# 2191050R, (TITLE ELIMINATION) INCLUDING MANUFACTURED HOME 2003 SKYLINE GREENBRIAR 44X27 SERIAL NUMBER 21910500R: LOTS 3, 4 AND 5, BLOCK 4, "PLAT OF RESERVE ADDITION TO THE TOWN OF MONTBORNE IN SKAGIT COUNTY, WASHINGTON", AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 59, RECORDS OF SKAGIT COUNTY, WASHINGTON. TOGETHER WITH THE VACATED NORTHWESTERLY 1/2 OF JACKSON STREET ABUTTING SAID LOTS AS WOULD ATTACH BY OPERATION OF LAW. (TITLE ELIMINATION) INCLUDING MANUFACTURED HOME 2003 SKYLINE GREENBRIAR 44X27 SERIAL NUMBER 21910500R: LOTS 3, 4 AND 5, BLOCK 4, "PLAT OF RESERVE ADDITION TO THE TOWN OF MONTBORNE IN SKAGIT COUNTY, WASHINGTON", AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 59, RECORDS OF SKAGIT COUNTY, WASHINGTON. TOGETHER WITH THE VACATED NORTHWESTERLY 1/2 OF JACKSON STREET ABUTTING SAID LOTS AS WOULD ATTACH BY OPERATION OF LAW. (Complete LEGAL DESCRIPTION provided at *Exhibit "C"*).

TEMPORARY MAINTENANCE EASEMENT

The undersigned, Kenneth Richard Johnson and Wendy Sue Johnson, husband and wife, ("Grantors"), 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 maintenance 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 maintenance 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 Grantor's Property, such Temporary Easement 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 maintenance

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

APR 17 2012

Amount Paid \$
Skagit Co. Treasurer
By *[Signature]* Deputy

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, and for any and all other purposes reasonably related thereto. A legal description for the Grantors' Property is attached hereto as *Exhibit "C"*, 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, 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 Project purposes, including the maintenance of existing culvert(s), conveyance system(s), and/or existing structure(s) as further described at *Exhibit "D"* attached hereto and incorporated by reference. Grantors shall not have the right to exclude Grantee, Grantee's employees, agents, contractors, or other third parties from 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 while the Temporary Easement is in effect, without approval of the Grantee.

2.1 Grantors specifically recognize and agree that the Grantee is not responsible or liable for any drainage or surface water impact or damage to Grantors' Property resulting from this Temporary Easement, and Grantors release and hold harmless Grantee from any drainage or surface water impact or damages to Grantors' Property resulting from and/or related to this Temporary Easement. Grantee otherwise agrees to be responsible for damages solely arising from the negligent acts of its employees, agents, or representatives on Grantors' Property in exercise of Grantee's rights herein granted by this Temporary Easement. Grantee assumes no liability for any alleged damage resulting subsequent to the termination of this Temporary Easement, or from any source other than as expressly set forth herein.

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 September 30, 2012, 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 brought under or relating to the term of this Temporary Easement shall be in Skagit County, State of Washington.

5. Other Terms (Modifications; Neutral Authorship; Captions & Counterparts; Entire Agreement). This Temporary Easement may be changed, modified, amended or waived only by subsequent written agreement, duly executed by the parties hereto. Each of the terms and provisions of this Temporary Easement have been reviewed and negotiated, and represents the combined work product of the parties hereto. No presumption or other rules of construction which would interpret the provisions of this Temporary Easement in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Temporary Easement. The parties represent and warrant that they have fully read this Temporary Easement, that they understand its meaning and effect, and that they enter into this Temporary Easement with full knowledge of its terms. This Temporary Easement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. This Temporary Easement contains all the terms and conditions mutually agreed upon by the parties. This Temporary Easement supersedes any prior oral statements, discussions, and/or understandings between the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Temporary Easement shall be deemed to exist or to bind any of the parties hereto.



GRANTOR:

DATED this 4 day of JANUARY, 2012

[Signature]
Print Name: Kenneth Johnson

GRANTOR:

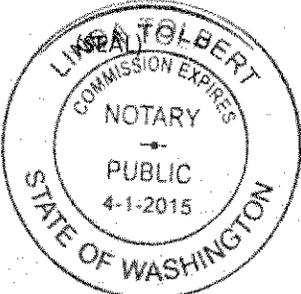
DATED this 4 day of JANUARY, 2012

[Signature]
Print name: Wendy Sue Johnson

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that KENNETH RICHARD JOHNSON and WENDY SUE JOHNSON, husband and wife, are the person(s) who appeared before me, and said person(s) 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 4 day of JANUARY, 2012



[Signature]
Notary Public
Print name: Linda Tolbert
Residing at: Marysville
My commission expires: 4-1-2015



DATED this 29 day of February, 2012.

~~BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON~~

~~_____
Kenneth A. Dahlstedt, Chairman~~

~~_____
Sharon D. Dillon, Commissioner~~

~~_____
Ron Wesen, Commissioner~~

Attest:

Clerk of the Board

Authorization per Resolution R20050224

[Signature]
County Administrator

Recommended:

[Signature]
Department Head

Approved as to form:

[Signature]
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

[Signature] 2/28/2012
Risk Manager

Approved as to budget:

[Signature]
Budget & Finance Director



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EXHIBIT "A"

P105931

TEMPORARY MAINTENANCE EASEMENT LEGAL DESCRIPTION

TEMPORARY EASEMENT COMMENCES WITHIN THE PLAT OF RESERVE ADDITION TO THE TOWN OF MONTBORNE BLOCK 4; ALONG THE WESTERLY MOST CORNER OF LOT 3 WHICH IS THE **TRUE POINT OF BEGINNING**; THENCE 115± FEET NORTHERLY ALONG WESTERLY LOT LINE OF LOT 3 CONTINUING TO THE NORTHERN MOST CORNER OF LOT 3; 35 FEET SOUTHERLY AT THE SOUTHERLY MOST CORNER OF LOT LINE OF LOT 3; WHICH IS THE TERMINUS OF THIS DESCRIPTION. TEMPORARY CONSTRUCTION EASEMENT SHALL BE 10 FEET IN WIDTH EAST OF LOT LINE OF LOT 3.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.



EXHIBIT "B"
P105931

GRAPHIC DEPICTION OF TEMPORARY MAINTENANCE EASEMENT AREA



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EXHIBIT "C"

LEGAL DESCRIPTION OF GRANTOR'S PROPERTY
Skagit County Assessor Tax Parcel No.: P105931

Lots 3, 4, and 5, Block 4, PLAT OF RESERVE ADDITION TO THE TOWN OF MONTBORNE IN SKAGIT COUNTY, WASHINGTON, as per plat recorded in Volume 2 of Plats, page 59, records of Skagit County, Washington.

TOGETHER WITH the vacated Northwesterly 1/2 of Jackson Street adjacent to said lots.

Situate in the County of Skagit, State of Washington.



Exhibit "D"
PROJECT DESCRIPTION

Project shall include:

County Crews will excavate material from the existing conveyance system (Figures 1, 2 & 3). Crews shall grade the system to continue to flow to the existing outfall pipe.

All excavated material shall be removed from the site and disposed of at an approved location.

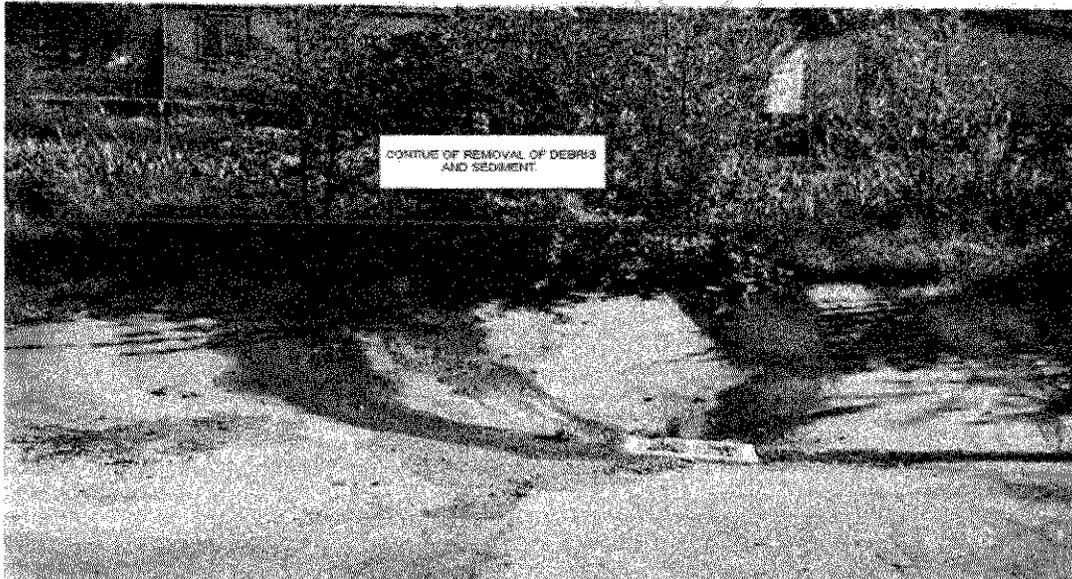
Crews shall enter the maintenance limits via Parcel #P74723.

County crews shall grade maintenance limits to meet existing ground, hydro seeding as needed.

Figure 1.



Figure 2.



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Exhibit "D"
PROJECT DESCRIPTION
CONTINUED

Figure 3.



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