

Recording Requested By And
When Recorded Mail To:

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



201302270113
Skagit County Auditor

2/27/2013 Page 1 of 9 12:11PM

DOCUMENT TITLE: **TEMPORARY MAINTENANCE EASEMENT**

SKAGIT COUNTY
Contract # C20130070
Page 1 of 9

REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*

GRANTOR(S): **SCOTT MACMURCHIE, a single person**

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

ASSESSOR'S TAX / PARCEL NUMBER(S): **P113089 (XrefID: 360322-3-007-0200)**

ABBREVIATED LEGAL DESCRIPTION:

O/S#142 AF#792153 1975 TRANSFER TO O/S O/S FOR YEAR 2000 THAT PORTION SE1/4 SW1/4 DEFINED AS FOLLOWS: BEGINNING AT THE SE CORNER OF THE SE1/4 SW1/4; THENCE SOUTH 89-19-18 WEST PARALLEL WITH AND 60 FEET NORTH OF SOUTH LINE OF SE1/4 SW1/4, 377.55 FEET; THENCE NORTH 18-32-07 EAST, 187.47 FEET; THENCE NORTH 16-22-52 EAST, 770.92 FEET; THENCE NORTH 39-18-26 WEST, 92.03 FEET; THENCE NORTH 69-56-50 WEST, 318.69 FEET; THENCE NORTH 54-07-08 WEST TO NORTH LINE OF SE1/4 SW1/4; THENCE EAST ALONG SAID NORTH LINE TO NE CORNER OF SE1/4 SW1/4; THENCE SOUTH ALONG EAST LINE OF SE1/4 SW1/4 TO POINT OF BEGINNING.

ASSESSOR'S TAX / PARCEL NUMBER(S): **P47977 (XrefID: 360322-0-003-0006)**

ABBREVIATED LEGAL DESCRIPTION:

(5.7500 ac) O/S#142 AF#792153 1975 LOT 2 SHORT PLAT#97-069 AF#200002040101 LOCATED IN S1/2 S1/2 (Complete LEGAL DESCRIPTION provided at *Exhibit "C"*).

TEMPORARY MAINTENANCE EASEMENT

The undersigned, **SCOTT MACMURCHIE**, a single person, ("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 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 in five (5) years from the date of mutual execution, 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.

Easement
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

FEB 27 2013

Amount Paid \$
Skagit Co. Treasurer
By *MF* Deputy



GRANTOR:

DATED this 25 day of MAY, 2012.

Scott A MacMurchie
Print Name: SCOTT A MACMURCHIE.

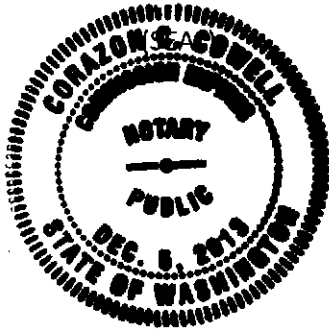
STATE OF WASHINGTON

} ss.

COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that SCOTT MACMURCHIE as the _____ of SCOTT MACMURCHIE, a single person, appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was duly authorized to execute this instrument and executed the forgoing instrument as his/her free and voluntary act for the uses and purposes herein mentioned.

DATED this 25th day of May, 2012.



Notary Public

Print name: CORAZON C. COWELL

Residing at: 1st. Vernon

My commission expires: DEC 5, 2013



GRANTEE:

DATED this 22 day of February 2013.

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

~~_____
Sharon D. Dillon, Chair~~

~~_____
Ron Wesen, Commissioner~~

~~_____
Kenneth A. Dahlstedt, Commissioner~~

Attest:

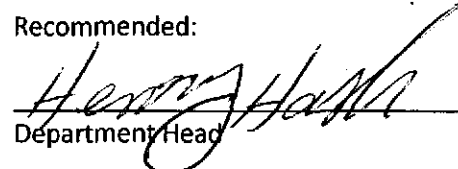
Clerk of the Board

Authorization per Resolution R20050224



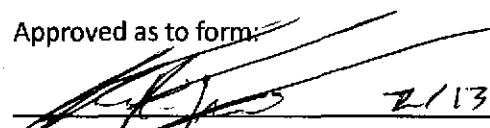
County Administrator

Recommended:



Department Head

Approved as to form:

 2/13/13

Civil Deputy Prosecuting Attorney

Approved as to indemnification:



Risk Manager

Approved as to budget:



Budget & Finance Director



EXHIBIT "A"
LEGAL DESCRIPTION FOR DRAINAGE EASEMENT
Skagit County Assessor Tax Parcel No.: P47977 & P113089

A strip of land lying in Section 22, Township 36 North, Range 3 East W.M., County of Skagit, State of Washington. Said strip being 15 feet on the East side, adjacent to and parallel with Top of East Bank of existing ditch running Easterly to Westerly. TOGETHER WITH; a strip of land lying in Section 22, Township 36 North, Range 3 East W.M., County of Skagit, State of Washington. Said strip being 15 feet on the West side, adjacent to and parallel with Top of West Bank of existing ditch running Easterly to Westerly, over and across the following described tract:

That part of the NE $\frac{1}{4}$, of the SE $\frac{1}{4}$, of the SW $\frac{1}{4}$ of said Section 22.

ALL FALLING WITHIN THE ABOVE DESCRIBED PARCEL NUMBER 113089.

AND;

A strip of land lying in Section 22, Township 36 North, Range 3 East W.M., County of Skagit, State of Washington. Said strip being 15 feet on the East side, adjacent to and parallel with Top of East Bank of existing ditch running Northerly to Southerly. TOGETHER WITH; a strip of land lying in Section 22, Township 36 North, Range 3 East W.M., County of Skagit, State of Washington. Said strip being 15 feet on the West side, adjacent to and parallel with Top of West Bank of existing ditch running Northerly to Southerly, over and across the following described tract:

That part of the NE $\frac{1}{4}$, of the SE $\frac{1}{4}$, of the SW $\frac{1}{4}$ of said Section 22.

ALL FALLING WITHIN THE ABOVE DESCRIBED PARCEL NUMBER 113089.

AND;

A strip of land lying in Section 22, Township 36 North, Range 3 East W.M., County of Skagit, State of Washington. Said strip being 15 feet on the East side, adjacent to and parallel with Top of East Bank of existing ditch running Northerly to Southerly. TOGETHER WITH; a strip of land lying in Section 22, Township 36 North, Range 3 East W.M., County of Skagit, State of Washington. Said strip being 15 feet on the West side, adjacent to and parallel with Top of West Bank of existing ditch running Northerly to Southerly, over and across the following described tract:

That part of the SE $\frac{1}{4}$, of the SE $\frac{1}{4}$, of the SW $\frac{1}{4}$ of said Section 22.

ALL FALLING WITHIN THE ABOVE DESCRIBED PARCEL NUMBER 47977.

Situate in Skagit County, State of Washington.



EXHIBIT "B"
GRAPHIC DEPICTION OF TEMPORARY EASEMENT AREA
Skagit County Assessor Tax Parcel No.: P47977 & P113089

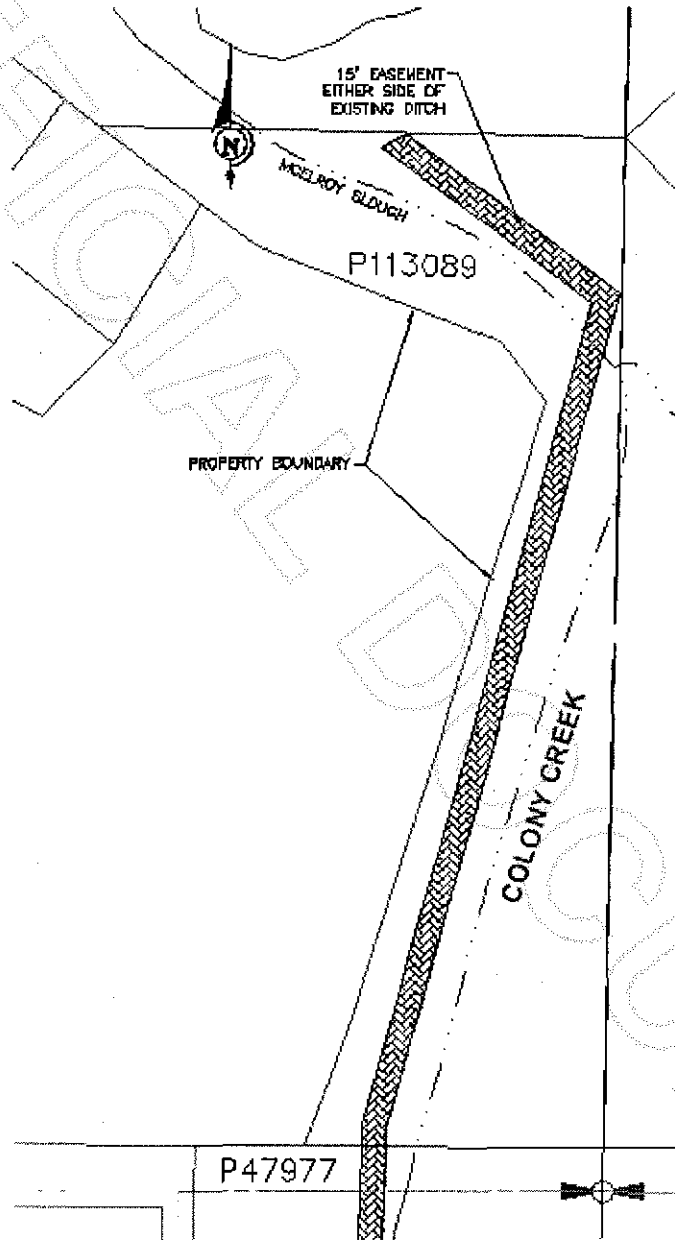


EXHIBIT "C"

LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

Skagit County Assessor Tax Parcel No.: P47977 & P113089

Lots 2 and 3, SKAGIT COUNTY SHORT PLAT NO. 97-0069, approved February 1, 2000, and recorded February 4, 2000, under Auditor's File No. 200002040101, records of Skagit County, Washington; being a portion of the East Half of the Southwest Quarter of Section 22, Township 36 North, Range 3 East of the Willamette Meridian;

EXCEPTING THEREFROM that portion of Lot 3, Skagit county Short Plat No. 97-0069, approved February 1, 2000, and recorded February 4, 2000, under Auditor's File No. 200002040101, records of Skagit County, Washington, more particularly described as follows:

Commencing at the most Southerly corner of Lot 1 of said Skagit County Short Plat No. 97-0069;

Thence North 52°34'10" West along the Southwesterly line of said Lot 1 a distance of 224.95 feet to the Westerly corner of said Lot 1;

Thence South 10°39'25" East a distance of 200.29 feet;

Thence South 64°19'30" East a distance of 63.10 feet;

Thence North 44°05'40" East a distance of 121.76 feet to the point of beginning.

AND FURTHER subject to an exclusive easement for the benefit of Lot 1, for ingress, egress and utilities as delineated on Skagit County Short Plat No. 97-0069, approved February 1, 2000, and recorded February 4, 2000, under Auditor's File No. 200002040101, records of Skagit County, Washington, being a portion of the East Half of the Southwest Quarter of Section 22, Township 36 North, Range 3 East of the Willamette Meridian.

AND FURTHER subject to an easement for the continued use, operation and maintenance of the existing water service line, which runs from the residence on said Lot 1, Northwesterly through said Lot 3.

Residential development rights and certain non-agricultural uses of the parcel defined in the boundary line adjustment have been exhausted through granting of a conservation easement recorded under Skagit County Auditor's File No. 200002040102.

All situated in Skagit County, Washington.



Exhibit "D"
PROJECT DESCRIPTION

Skagit County Assessor Tax Parcel No.: P47977 & P113089

1. Contractor shall mow all vegetation, smaller than 1.5 inches in diameter, on both sides of slough (or ditch). Contractor shall mow both sides of slough unless it is obvious only one side has been mowed in the past few years.
2. All maintained landscaping shall be left as is.
3. The areas shall be mowed in late Spring; the areas adjacent to cropped fields shall be mowed after harvest.

