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When Recorded Mail To:

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



201302270114
Skagit County Auditor

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

DOCUMENT TITLE: TEMPORARY MAINTENANCE EASEMENT

SKAGIT COUNTY
Contract # C20130071
Page 1 of 11

REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*

GRANTOR(S): Liberty P. Duclos, as Trustee of the Michael J. Duclos Unified Credit Trust

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

ASSESSOR'S TAX / PARCEL NUMBER(S): P66927 (XrefID: 3939-001-154-0002)

ABBREVIATED LEGAL DESCRIPTION: LOTS 153 AND 154, BLOCK 1, LAKE CAVANAUGH SUB DIV 3, LOCATED IN SECTION SE1/4 OF 22 AND NE1/4 OF 27, TOWNSHIP 33 NORTH, RANGE 6 EAST. SURVEY RECORDED UNDER AF# 200304250138. (Complete LEGAL DESCRIPTION provided at Exhibit "C").

TEMPORARY MAINTENANCE EASEMENT

The undersigned, **Liberty P. Duclos, as Trustee of the Michael J. Duclos Unified Credit Trust** ("Grantor"), 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. Grantor 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 Grantor 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 Grantor's 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 Grantor's 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. Grantor shall not have the right to exclude Grantee, Grantee's employees, agents, contractors, or other third parties from the Temporary Easement. Grantor 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 Grantor specifically recognize and agree that the Grantee is not responsible or liable for any drainage or surface water impact or damage to Grantor's Property resulting from this Temporary Easement, and Grantor release and hold harmless Grantee from any drainage or surface water impact or damages to Grantor's 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 Grantor's 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 September 30, 2013, 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



201302270114
Skagit County Auditor

GRANTOR:

DATED this 30 day of January, 2013.


Liberty P. Duclos, as Trustee of the Michael J. Duclos Unified Credit Trust

STATE OF WASHINGTON

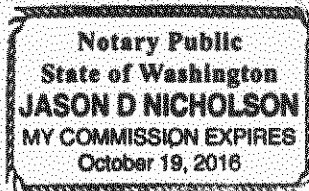
COUNTY OF SKAGIT

ss.

I certify that I know or have satisfactory evidence that **Liberty P. Duclos, as Trustee of the Michael J. Duclos Unified Credit Trust**, is the person(s) who appeared before me, and said person(s) acknowledged that she signed this instrument, on oath stated that she executed the forgoing instrument as her free and voluntary act for the uses and purposes herein mentioned.

DATED this 30 day of January, 2013.

(SEAL)




Notary Public

Print name: Jason Nicholson

Residing at: Seattle, WA

My commission expires: 10/19/2016



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

Recommended:

Henry Haff
Department Head

Authorization per Resolution R20050224

County Administrator

Approved as to form:

2/13/13
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Jessie Null Haysen
Risk Manager

Approved as to budget:

Linda Fagure
Budget & Finance Director



EXHIBIT "A"

P66927

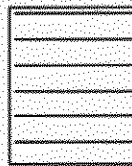
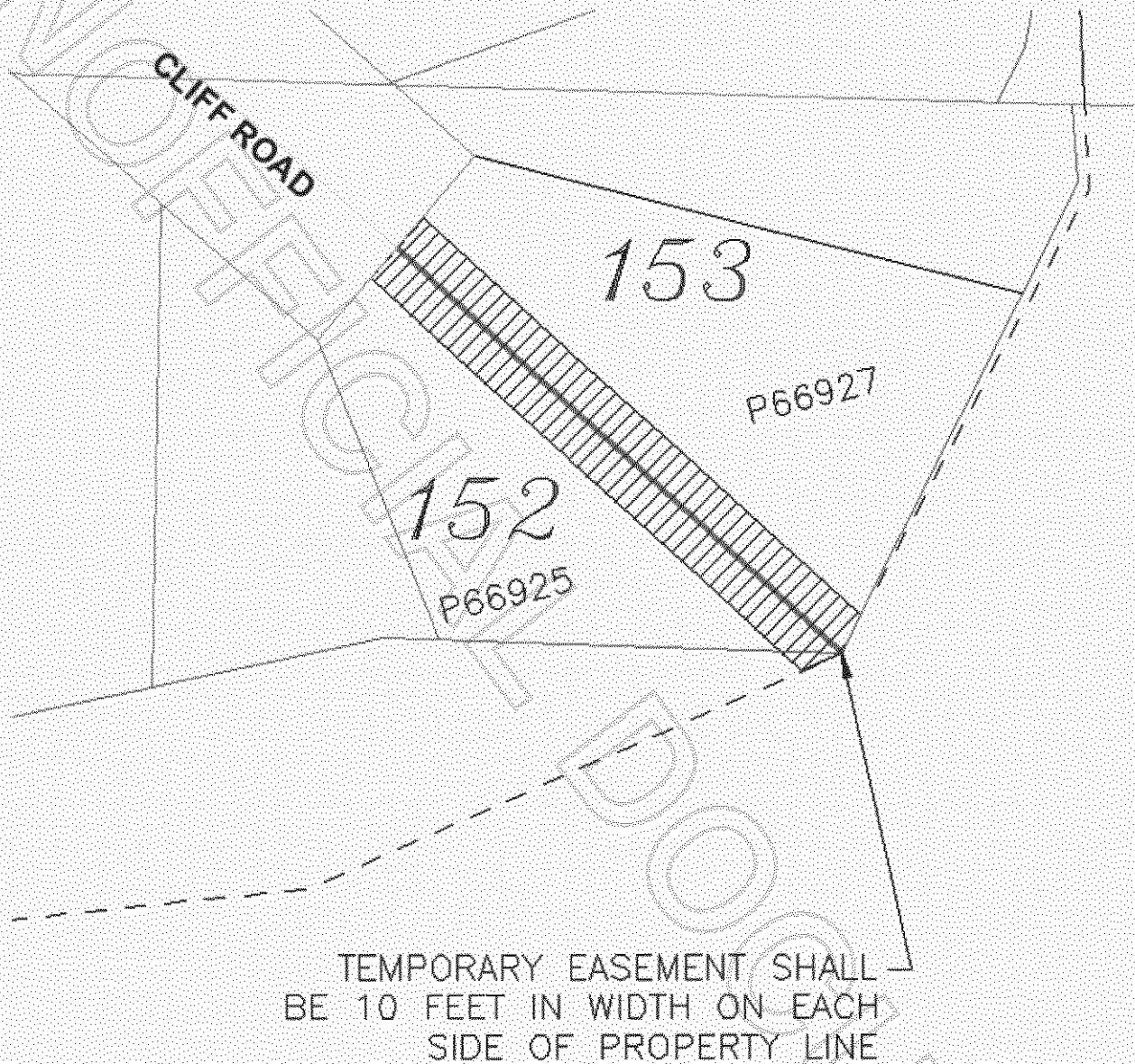
TEMPORARY EASEMENT LEGAL DESCRIPTION

TEMPORARY MAINTENANCE EASEMENT SHALL COMMENCE WITHIN LOT 153, BLOCK 1, "LAKE CAVANAUGH SUBDIVISION, DIVISION NO. 3", ACCORDING TO THE OFFICIAL PLAT RECORDED IN VOLUME 6 OF PLATS, PAGES 25 TO 31, RECORDS OF SKAGIT COUNTY, WASHINGTON.

TEMPORARY MAINTENANCE EASEMENT AS DESCRIBED; TO FOLLOW ALONG MOST WESTERLYLY LOT LINE OF LOT 153, BLOCK 1, "LAKE CAVANAUGH SUBDIVISION, DIVISION NO. 3", FOR A WIDTH OF 10 FEET.



EXHIBIT "B"
GRAPHIC DEPICTION OF TEMPORARY EASEMENT AREA



**EASEMENT
BOUNDARY**



EXHIBIT "C"
LEGAL DESCRIPTION OF GRANTOR'S PROPERTY
Skagit County Assessor Tax Parcel No.: P66927

Lot 153 in Block 1, "LAKE CAVANAUGH SUBDIVISION, DIVISION#3" according to the Official Plat recorded in Volume 6 of Plats, pages 25 - 31, records of Skagit County, Washington.

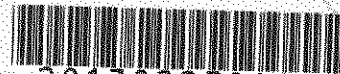


Exhibit "D"
PROJECT DESCRIPTION

The Project shall include:

Grantee's crews shall construct a more defined conveyance system (See Figure 1).

Project work shall include:

- a. Removals of material from within existing ditch system running along west side of existing roadway (See Figure 1).
- b. Grading of system will allow for waters to drain in a southerly direction (See Figure 1).
- c. If necessary new 12" access culverts shall be set at each driveway entrance along the new construction ditch. (See Figure 2).
- d. New Type 1L catchbasin shall be installed at the south end of Cliff Road (See Figure 3).
- e. New 12" polyethylene pipe shall be placed to allow newly redefined ditch system to flow into newly installed catchbasin (See Figure 4).
- f. New 12" polyethylene pipe shall outlet from new type 1L catchbasin for a length of approximately 50 feet between the two neighboring properties (See Figure 5).
- g. A new rolled curb shall be placed at the top of the two most southerly driveways, to allow for runoff waters to enter the newly installed type 1L catchbasin (See Figure 6).
- h. Surrounding grounds that may be disturbed during construction; shall be returned to a substantially similar condition as existed prior to the commencement of Project work. Hydroseeding may be performed as needed.



Figure 1.



Figure 2.



Figure 3.



Figure 4.



Figure 5.



Figure 6.

