

Recording Requested By And
When Recorded Mail To:

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



201312310097

Skagit County Auditor \$80.00
12/31/2013 Page 1 of 9 2:06PM

DOCUMENT TITLE: TEMPORARY MAINTENANCE EASEMENT

REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*

GRANTOR(S): Emma Jean Stewart, an individual

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

ASSESSOR'S TAX / PARCEL NUMBER(S): P66326 (XrefID: 3937-001-050-0009)

ABBREVIATED LEGAL DESCRIPTION: LAKE CAVANAUGH SUB DIV 1 LOT 50 BLK 1 (Complete LEGAL DESCRIPTION provided at *Exhibit "C"*).

TEMPORARY MAINTENANCE EASEMENT

The undersigned, **Emma Jean Stewart**, an individual ("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 is 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 recognizes and agrees 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 releases and holds 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 June 30, 2014, 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.



GRANTOR:

DATED this 18 day of December, 2013

Emma Jean Stewart
Emma Jean Stewart

STATE OF WASHINGTON

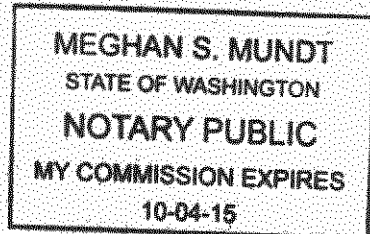
Snohomish
COUNTY OF ~~SKAGIT~~

} ss.

I certify that I know or have satisfactory evidence that **Emma Jean Stewart**, an individual, 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 18th day of December, 2013

(SEAL)

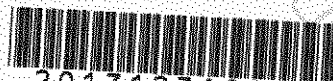


Notary Public

Print name: Meghan S. Mundt

Residing at: Everett

My commission expires: 10-4-15



DATED this 21 day of December, 2013

**BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON**

Sharon D. Dillon, Chair

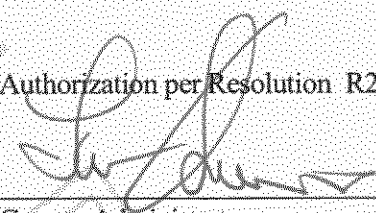
Ron Wesen, Commissioner

Kenneth A. Dahlstedt, Commissioner

Attest:

Clerk of the Board

Authorization per Resolution R20050224



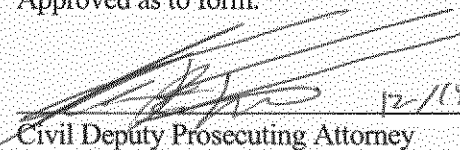
County Administrator

Recommended



Department Head

Approved as to form:



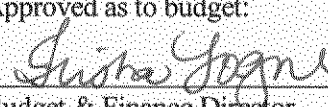
Civil Deputy Prosecuting Attorney

Approved as to indemnification:



Risk Manager

Approved as to budget:



Budget & Finance Director



EXHIBIT "A"

P66326

TEMPORARY EASEMENT LEGAL DESCRIPTION

An easement thirty feet (30') in width for the purpose of drainage maintenance over and upon that certain strip of land, being a portion of Lake Cavanaugh Subdivision; Division 1, as per plat recorded in Volume 5 of plats, pages 37 to 43, inclusive, under Auditor's File Number 393244, Records of Skagit County, Washington, being more particularly described as follows;

Easement shall be fifteen feet (15') each side of lot line, between Lots 50 & 51.

All Situated with Skagit County, Washington



EXHIBIT "B"
P66326
GRAPHIC DEPICTION OF TEMPORARY EASEMENT AREA

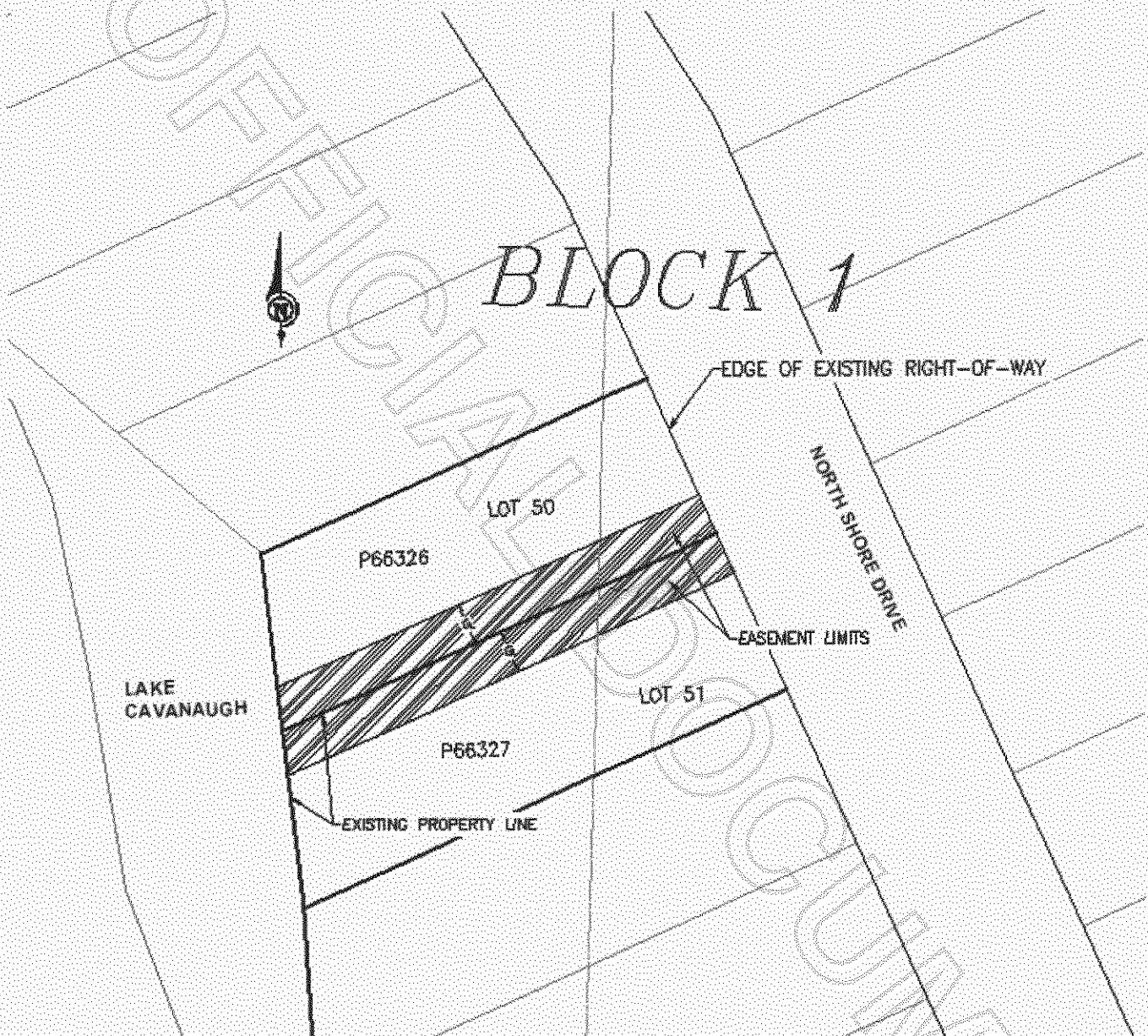


EXHIBIT "C"
LEGAL DESCRIPTION OF GRANTOR'S PROPERTY
Skagit County Assessor Tax Parcel No.: P66326

LAKE CAVANAUGH SUB DIV 1 LOT 50 BLK 1



201312310097

Exhibit "D"
PROJECT DESCRIPTION

Project work shall include:

- a. Crews shall remove a portion of an existing three foot (3') corrugated metal culvert & existing concrete block. (See Figure 1 & 2)
- b. Crews shall remove loose materials and debris from site.
- c. Crews shall place a fabric liner and armor rock within system. (See Figure 3)
- d. 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

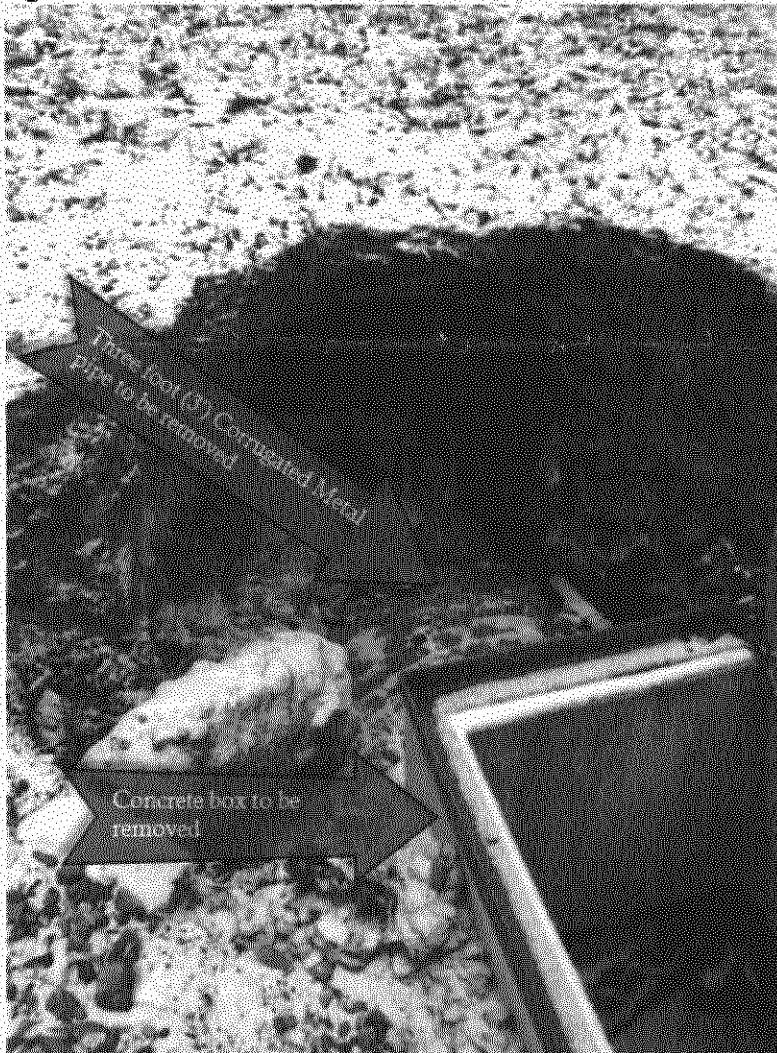


Figure 2

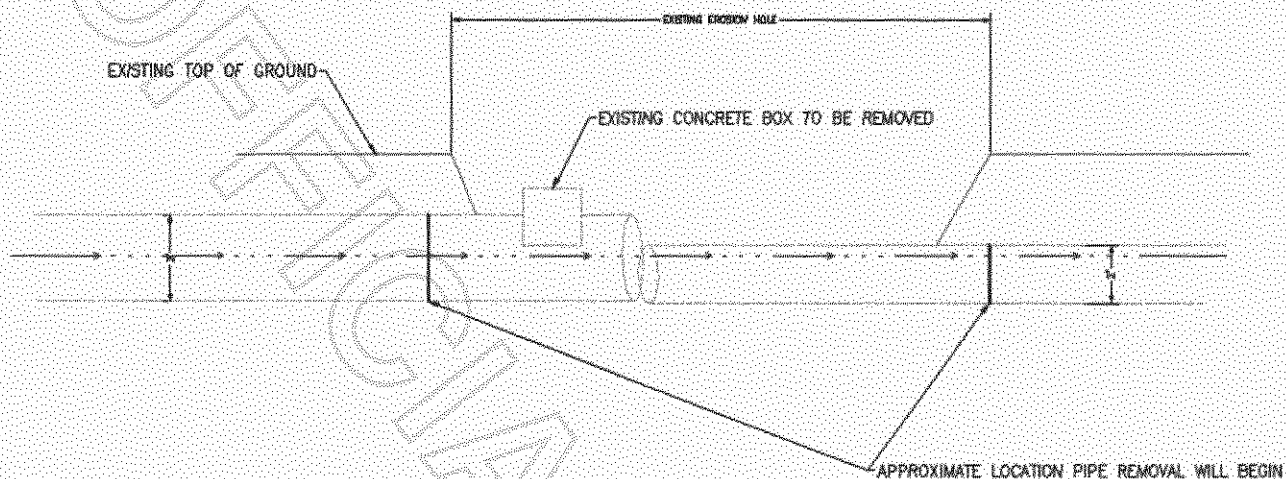


Figure 3

