

SKAGIT COUNTY  
Contract # C20140101  
Page 1 of 9

Recording Requested By And  
When Recorded Mail To:

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



Skagit County Auditor  
3/11/2014 Page 1 of 9 \$80.00  
1:19PM

DOCUMENT TITLE: **TEMPORARY MAINTENANCE EASEMENT**

REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*

GRANTOR(S): **Kenneth C Bangsund and Rebecca L Bangsund, husband & wife**

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

ASSESSOR'S TAX / PARCEL NUMBER(S): **P73624** (XrefID: 4110-000-013-0004)

ABBREVIATED LEGAL DESCRIPTION: GIBRALTER ANNEX, ACRES 0.45, TRACTS 11, 12 AND 13, GIBRALTER ANNEX, AS PER PLAT RECORDED IN VOLUME 7 OF PLATS, PAGE 9, RECORDS OF SKAGIT COUNTY, WASHINGTON; EXCEPTING THEREFROM AN EASEMENT OVER THE WESTERLY HALF THEREOF FOR A 12-FOOT ROAD; AND EXCEPT THE FOLLOWING DESCRIBED TRACT: BEGINNING AT THE SOUTHWEST CORNER OF LOT 13 OF SAID PLAT; THENCE SOUTH 89 DEGREES 56'20" EAST ALONG THE SOUTH LINE OF SAID LOT 13, A DISTANCE OF 119.37 FEET TO THE WESTERLY LINE OF AN EXISTING 12-FOOT PRIVATE ROADWAY, AS REFERRED TO IN THAT CERTAIN DEED EXECUTED BY RALPH ENTNER AND JULIE ENTNER, HUSBAND AND WIFE, RECORDED JUNE 11, 1954, UNDER AUDITOR'S FILE NO. 502662; THENCE NORTH 4 DEGREES 36' EAST ALONG THE WESTERLY LINE OF SAID 12-FOOT ROADWAY, A DISTANCE OF 115.18 FEET TO AN ANGLE POINT OF SAID ROAD; THENCE NORTH 1 DEGREE 55' WEST ALONG THE WESTERLY LINE OF SAID ROAD, A DISTANCE OF 33.53 FEET TO THE NORTHERLY LINE OF LOT 11 OF THE PLAT OF GIBRALTER ANNEX; THENCE NORTH 88 DEGREES 54' WEST ALONG THE NORTHERLY LINE OF SAID LOT 11, A DISTANCE OF 93.40 FEET TO THE EASTERLY LINE OF JURA WAY; THENCE SOUTH 9 DEGREES 11' WEST ALONG THE EASTERLY LINE OF SAID JURA WAY, A DISTANCE OF 50.65 FEET; THENCE SOUTH 14 DEGREES 35' WEST ALONG THE EASTERLY LINE OF SAID JURA WAY, A DISTANCE OF 103.32 FEET TO THE SOUTHWEST CORNER OF LOT 13 AND THE POINT OF BEGINNING, BEING THAT PORTION OF LOTS 11, 12 AND 13 OF THE PLAT OF GIBRALTER ANNEX, LYING WESTERLY OF AN EXISTING 12-FOOT PRIVATE ROADWAY; TOGETHER WITH TIDELANDS OF THE SECOND CLASS TO THE LINE OF EXTREME LOW TIDE, IN FRONT OF, ADJACENT TO AND ABUTTING UPON SAID TRACT AND LYING BETWEEN THE EASTERLY EXTENSION OF THE NORTHERLY AND SOUTHERLY LINES OF SAID TRACT. TRACTS 11, 12 AND 13, GIBRALTER ANNEX, AS PER PLAT RECORDED IN VOLUME 7 OF PLATS, PAGE 9, RECORDS OF SKAGIT COUNTY, WASHINGTON; EXCEPTING THEREFROM AN EASEMENT OVER THE WESTERLY HALF THEREOF FOR A 12-FOOT ROAD; AND EXCEPT THE FOLLOWING DESCRIBED TRACT: BEGINNING AT THE SOUTHWEST CORNER OF LOT 13 OF SAID PLAT; THENCE SOUTH 89 DEGREES 56'20" EAST ALONG THE SOUTH LINE OF SAID LOT 13, A DISTANCE OF 119.37 FEET TO THE WESTERLY LINE OF AN EXISTING 12-FOOT PRIVATE ROADWAY, AS REFERRED TO IN THAT CERTAIN DEED EXECUTED BY RALPH ENTNER AND JULIE ENTNER, HUSBAND AND WIFE, RECORDED JUNE 11, 1954, UNDER AUDITOR'S FILE NO. 502662; THENCE NORTH 4 DEGREES 36' EAST ALONG THE WESTERLY LINE OF SAID 12-FOOT ROADWAY, A DISTANCE OF 115.18 FEET TO AN ANGLE POINT OF SAID ROAD; THENCE NORTH 1 DEGREE 55' WEST ALONG THE WESTERLY LINE OF SAID ROAD, A DISTANCE OF 33.53 FEET TO THE NORTHERLY LINE OF LOT 11 OF THE PLAT OF GIBRALTER ANNEX; THENCE NORTH 88 DEGREES 54' WEST ALONG THE NORTHERLY LINE OF SAID LOT 11, A DISTANCE OF 93.40 FEET TO THE EASTERLY LINE OF JURA WAY; THENCE SOUTH 9 DEGREES 11' WEST ALONG THE EASTERLY LINE OF SAID JURA WAY, A DISTANCE OF 50.65 FEET; THENCE SOUTH 14 DEGREES 35' WEST ALONG THE EASTERLY LINE OF SAID JURA WAY, A DISTANCE OF 103.32 FEET TO THE SOUTHWEST CORNER OF LOT 13 AND THE POINT OF BEGINNING, BEING THAT PORTION OF LOTS 11, 12 AND 13 OF THE PLAT OF GIBRALTER ANNEX, LYING WESTERLY OF

AN EXISTING 12-FOOT PRIVATE ROADWAY; TOGETHER WITH TIDELANDS OF THE SECOND CLASS TO THE LINE OF EXTREME LOW TIDE, IN FRONT OF, ADJACENT TO AND ABUTTING UPON SAID TRACT AND LYING BETWEEN THE EASTERLY EXTENSION OF THE NORTHERLY AND SOUTHERLY LINES OF SAID TRACT. (Complete LEGAL DESCRIPTION provided at *Exhibit "C"*).

## TEMPORARY MAINTENANCE EASEMENT

The undersigned, **Kenneth C Bangsund and Rebecca L Bangsund**, husband & 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, nonexclusive 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 December, 31 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.



**GRANTORS:**

DATED this 12 day of FEBRUARY, 2014.

Kenneth C. Bangsund  
Kenneth C Bangsund

DATED this 12 day of February, 2014.

Rebecca L Bangsund  
Rebecca L Bangsund

STATE OF WASHINGTON

COUNTY OF SKAGIT

} ss.

I certify that I know or have satisfactory evidence that **Kenneth C Bangsund and Rebecca L Bangsund**, husband & 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 12<sup>TH</sup> day of FEBRUARY, 2014.



Notary Public

Print name:

Virginia E Banuelos

Residing at:

Redmond, WA

My commission expires:

AUGUST 4, 2015



DATED this 27 day of February, 2014.

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

~~\_\_\_\_\_  
Ron Wesen, Chair~~

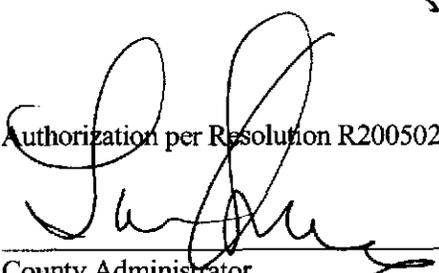
~~\_\_\_\_\_  
Kenneth A. Dahlstedt, Commissioner~~

~~\_\_\_\_\_  
Sharon D. Dillon, Commissioner~~

Attest:

\_\_\_\_\_  
Clerk of the Board

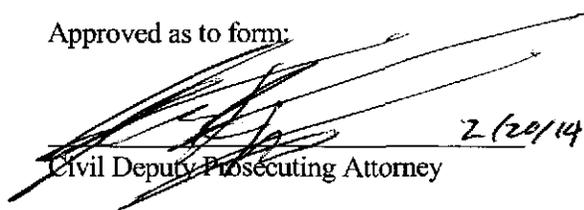
Authorization per Resolution R20050224

  
\_\_\_\_\_  
County Administrator

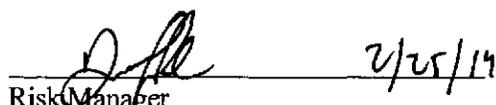
Recommended:

  
\_\_\_\_\_  
Department Head

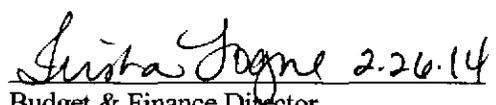
Approved as to form:

  
\_\_\_\_\_  
Civil Deputy Prosecuting Attorney 2/20/14

Approved as to indemnification:

  
\_\_\_\_\_  
Risk Manager 2/25/14

Approved as to budget:

  
\_\_\_\_\_  
Budget & Finance Director 2.26.14



201403110036

**EXHIBIT "A"**

**P73624**

**TEMPORARY EASEMENT LEGAL DESCRIPTION**

A TEMPORARY MAINTENANCE EASEMENT FOR THE PURPOSE OF REPAIR AND MAINTENANCE TO EXISTING CONVEYANCE SYSTEM SHALL COMMENCE WITHIN SECTION 17, TOWNSHIP 34 NORTH; RANGE 02 EAST OF SKAGIT COUNTY, WASHINGTON. BEGINNING AT THE CENTER OF SAID SECTION IN AN EASTERLY DIRECTION ALONG SAID SECTION LINE FOR A DISTANCE OF ±342 FEET TO EXISTING EAST RIGHT-OF-WAY LINE OF COUNTY ROAD KNOWN AS JURA LANE; THENCE IN A NORTHERLY DIRECTION ALONG SAID RIGHT-OF-WAY LINE FOR A DISTANCE OF ±580 FEET TO NORTHERLY RIGHT-OF-WAY LINE OF KNOWN PRIVATE ROAD JURA DRIVE; **TO THE TRUE POINT OF BEGINNING;**

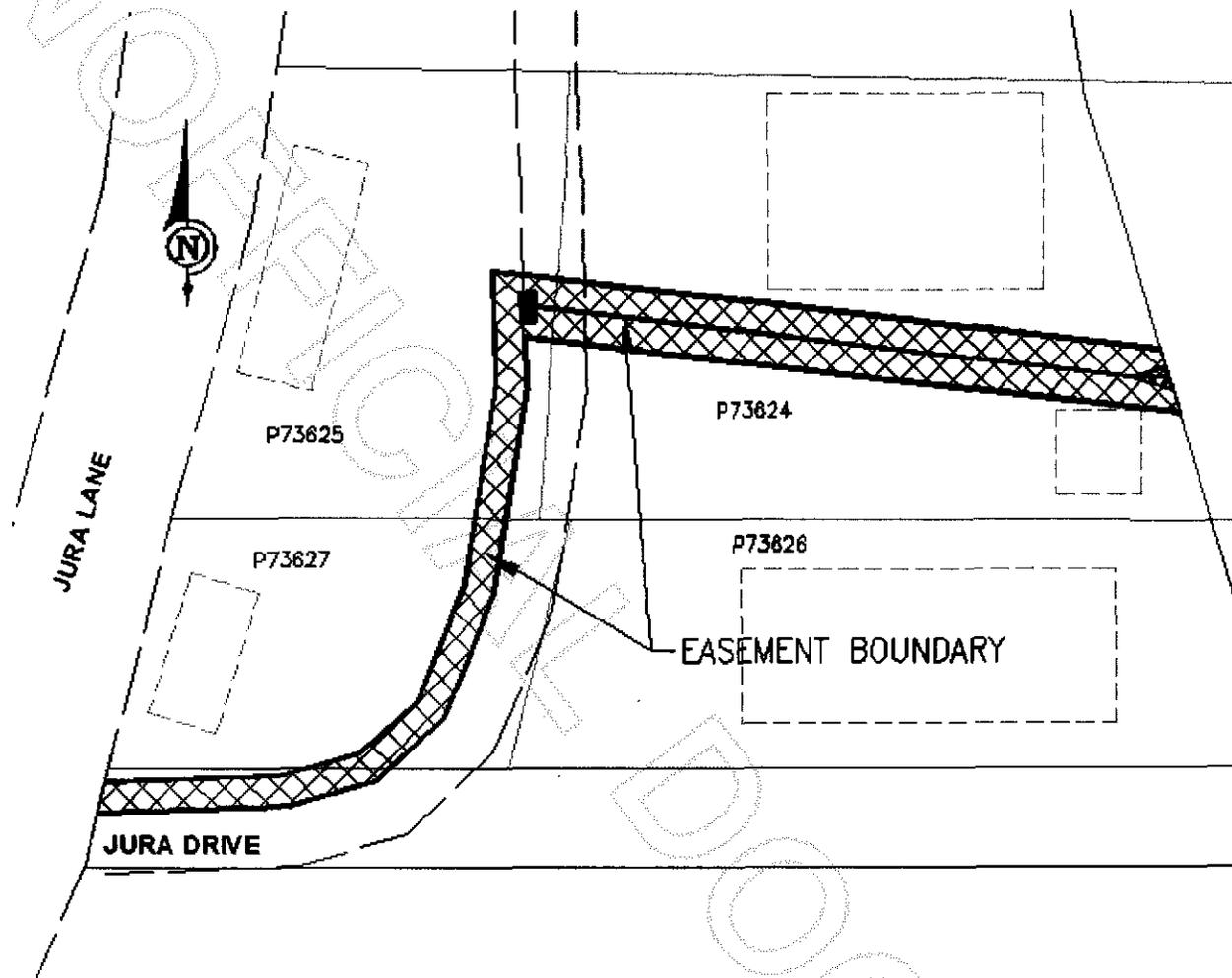
TEMPORARY MAINTENANCE EASEMENT SHALL FOLLOW ALONG WESTERLY RIGHT-OF-WAY LINE FOR PRIVATE ROAD KNOWN AS JURA DRIVE FOR A DISTANCE OF ±300 FEET FOR A WIDTH OF 10 FEET WESTERLY OF THE SAID PRIVATE ROAD; THENCE IN A EASTERLY DIRECTION FOR A DISTANCE OF ±200 FEET FOR A WIDTH OF 10 FEET EITHER SIDE OF EXISTING PIPE.

SITUATED IN SKAGIT COUNTY, STATE OF WASHINGTON.



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EXHIBIT "B"  
P73624  
GRAPHIC DEPICTION OF TEMPORARY EASEMENT AREA



**EXHIBIT "C"**  
**LEGAL DESCRIPTION OF GRANTOR'S PROPERTY**  
**Skagit County Assessor Tax Parcel No.: P73624**

**PARCEL I:**

Tracts 11, 12 and 13, GIBRALTER ANNEX, as per plat recorded in Volume 7 of Plats, page 9, records of Skagit County, Washington;

EXCEPTING THEREFROM an easement over the Westerly Half thereof for a 12-foot road;

AND EXCEPT the following described tract:

Beginning at the Southwest corner of Lot 13 of said Plat;  
thence South 89°56'20" East along the South line of said Lot 13, a distance of 119.37 feet to the Westerly line of an existing 12-foot private roadway, as referred to in that certain deed executed by Ralph Entner and Julie Entner, husband and wife, recorded June 11, 1954, under Auditor's File No. 502662;  
thence North 4°36' East along the Westerly line of said 12-foot roadway, a distance of 115.18 feet to an angle point of said road;  
thence North 1°55' West along the Westerly line of said road, a distance of 33.53 feet to the Northerly line of Lot 11 of the Plat of Gibraltar Annex;  
thence North 88°54' West along the Northerly line of said Lot 11, a distance of 93.40 feet to the Easterly line of Jura Way;  
thence South 9°11' West along the Easterly line of said Jura Way, a distance of 50.65 feet;  
thence South 14°35' West along the Easterly line of said Jura Way, a distance of 103.32 feet to the Southwest corner of Lot 13 and the point of beginning, being that portion of Lots 11, 12 and 13 of the Plat of Gibraltar Annex, lying Westerly of an existing 12-foot private roadway;

**PARCEL II:**

Tidelands of the second class to the line of extreme low tide, in front of, adjacent to and abutting upon said tract and lying between the Easterly extension of the Northerly and Southerly lines of said tract;

Situated in Skagit County, Washington.



201403110036

Exhibit "D"  
PROJECT DESCRIPTION

The Project shall include:

Grantee's crews shall reestablish roadside ditch, replace existing outfall pipe, and place dissipating rock (See Figure 1)

- a. Crews will reestablish roadside ditch in order to capture runoff waters in an appropriate conveyance.
- b. Crews shall grade ditch to meet existing catchbasin
- c. Crews will remove existing corrugated four inch (4") outfall pipe.
- d. Crews shall set new four inch (4") smooth walled pipe in newly excavated trench.
- e. Crews shall set dissipating rock at outlet so as to limit sediment from entering water body.
- f. Surrounding grounds that may be disturbed during Project construction shall be returned to a substantially similar condition as existed prior to the commencement of Project work. Hydroseeding may be performed as needed.

\*Crews shall use Best Management Practices (BMPs) during construction to limit debris and sediment from entering water body

Figure 1.

