

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
5/8/2014 Page

1 of

8 1:44PM

\$79.00

DOCUMENT TITLE: **TEMPORARY MAINTENANCE EASEMENT**

REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*

GRANTOR(S): **GEORGE C. THELEN and LINDA G. HART, husband and wife**

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

ASSESSOR'S TAX / PARCEL NUMBER: **P48408 (XrefID: 360327-2-003-0007)**

ABBREVIATED LEGAL DESCRIPTION: (10.4000 ac) O/S#27-87 AF#8710080030: E 30RDS OF NE1/4 NW1/4 E OF CO RD & E OF RLY EXC FDT BAAP 692FT S & 348FT W FR N1/4 COR SD SEC TH S 0-36 E 85FT TH S89-24 W 62FT TH N 0-36 W 85FT TH N 89-24 E 62FT TPOB LESS 273603-2-003-01 (Complete LEGAL DESCRIPTION provided at *Exhibit "C"*).

TEMPORARY MAINTENANCE EASEMENT

The undersigned, **GEORGE C. THELEN and LINDA G. HART, 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 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.



GRANTORS:

DATED this 13th day of January, 2014


LINDA G. HART

easement
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

MAY 08 2014

STATE OF WASHINGTON

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

COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that GEORGE C. THELEN and LINDA G. HART, husband and wife, 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 13th day of January, 2014
(SEAL)



Notary Public

Print name: *Margery Swint*

Residing at: *Mount Vernon*

My commission expires: *4/8/16*



DATED this 6 day of May, 2014.

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

Ron Wesen, Chair

Kenneth A. Dahlstedt, Commissioner

Sharon D. Dillon, Commissioner

Attest:

Clerk of the Board

Recommended:

Department Head

Approved as to form:

Civil Deputy Prosecuting Attorney 5/1/14

Approved as to indemnification:

Risk Manager 5/5/14

Approved as to budget:

Budget & Finance Director

Authorization per Resolution R20050224

County Administrator



201405080044

EXHIBIT "A"
TEMPORARY EASEMENT LEGAL DESCRIPTION
Skagit County Assessor Tax Parcel No.: P48408

A strip of land lying in Section 27, 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 known creek, Colony Creek, running Northerly to Southerly. TOGETHER WITH; a strip of land lying in Section 27, Township 36 North, Range 3 East W.M., County of Skagit, State of Washington. Said strip being 15 on the West side, adjacent to and parallel with Top of West Bank of known creek, Colony Creek, Northerly to Southerly, over and across the following described tract:

That part of the NE $\frac{1}{4}$, of the NE $\frac{1}{4}$, of the NW $\frac{1}{4}$ of said Section 27.

ALL FALLING WITHIN THE ABOVE DESCRIBED PARCEL.

AND;

A strip of land lying in Section 27, 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 known creek, Colony Creek, running Westerly to Easterly. TOGETHER WITH; a strip of land lying in Section 27, Township 36 North, Range 3 East W.M., County of Skagit, State of Washington. Said strip being 15 on the West side, adjacent to and parallel with Top of West Bank of known creek, Colony Creek, Westerly to Easterly, until reaching existing Right-of-Way for known road as, Colony Road, over and across the following described tract:

That part of the NE $\frac{1}{4}$, of the NE $\frac{1}{4}$, of the NW $\frac{1}{4}$ of said Section 27.

ALL FALLING WITHIN THE ABOVE DESCRIBED PARCEL.

Situate in Skagit County, State of Washington.



EXHIBIT "B"
GRAPHIC DEPICTION OF TEMPORARY EASEMENT AREA
Skagit County Assessor Tax Parcel No.: P48408

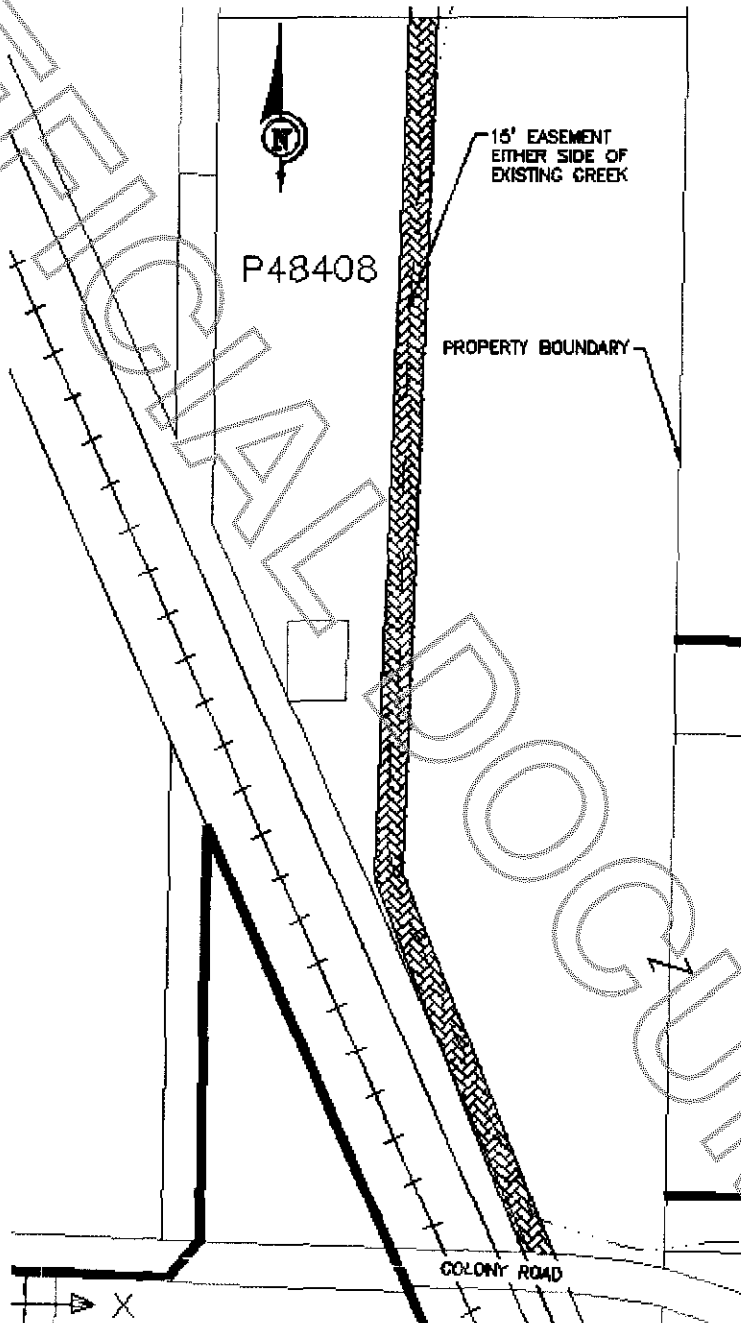


EXHIBIT "C"
LEGAL DESCRIPTION OF GRANTOR'S PROPERTY
Skagit County Assessor Tax Parcel No.: P48408

PARCEL A:

That portion of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 27, Township 36 North, Range 3 East W.M., lying Northeasterly of the right of way of the Great Northern Railway Company, EXCEPT all road rights of way, ALSO EXCEPT the following described tract:
Beginning at a point 692 feet South and 348 feet West (variation $22\frac{1}{2}^{\circ}$) East from the North $\frac{1}{4}$ section corner of said Section; thence South $0^{\circ}36'$ East, 85 feet; thence South $89^{\circ}24'$ West, 62 feet; thence North $0^{\circ}36'$ West, 85 feet; thence North $89^{\circ}24'$ East, 62 feet to the point of beginning. ALSO EXCEPT that portion thereof lying Southerly & Westerly of the County road.
AND FURTHER SUBJECT TO easements and restrictions of public record.



201405080044

Exhibit "D"
PROJECT DESCRIPTION
Skagit County Assessor Tax Parcel No.: P48408

- 1. Grantee's contractor may mow all vegetation, smaller than 1.5 inches in diameter, on both sides of slough (or ditch). Grantee's contractor will mow both sides of slough unless it is obvious only one side has been mowed in the past few years.**
- 2. To the extent reasonably possible, all of Grantors' maintained landscaping shall be left as is.**
- 3. The areas to be mowed shall be mowed in late Spring, and the areas to be mowed adjacent to cropped fields shall be mowed after harvest.**