

Recording Requested By And  
When Recorded Mail To:

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



201406120001  
Skagit County Auditor \$79.00  
6/12/2014 Page 1 of 8 8:46AM

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

JUN 12 2014

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

DOCUMENT TITLE: **TEMPORARY MAINTENANCE EASEMENT**

REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*

GRANTOR(S): **William Plymale and Tricia Plymale**, husband and wife; and  
**John Bates and Jean Bates**, husband and wife

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

ASSESSOR'S TAX / PARCEL NUMBER(S): **P39158** (XrefID: 350515-3-008-0003)

ABBREVIATED LEGAL DESCRIPTION: (24.8700 ac) OPEN SPACE #97 #751326 1972 W 50RDS OF SE1/4 SW1/4  
LESS 20FT TRNSF #806921 (Complete LEGAL DESCRIPTION provided at *Exhibit "C"*).

**TEMPORARY MAINTENANCE EASEMENT**

The undersigned, **William Plymale and Tricia Plymale**, husband and wife, and **John Bates and Jean Bates**, 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 is 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 Grantors' 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 recognizes and agrees 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 releases and holds 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 November 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.



GRANTORS:

DATED this 30<sup>th</sup> day of may, 2014.

By: William Plymale

William Plymale

By: Tricia Plymale

Tricia Plymale

By: John Bates

John Bates

By: Jean Bates

Jean Bates

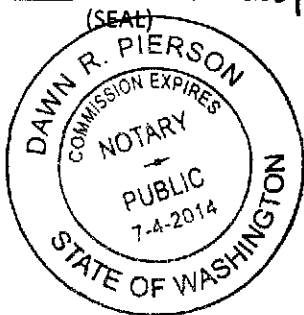
STATE OF WASHINGTON

COUNTY OF SKAGIT

} ss.

I certify that I know or have satisfactory evidence that **William Plymale and Tricia Plymale**, husband and wife; and **John Bates and Jean Bates**, husband and wife, are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they were duly authorized to execute the forgoing instrument as their free and voluntary act for the uses and purposes herein mentioned.

DATED this 30<sup>th</sup> day of may, 2014.



Dawn R. Pierson

Notary Public

Print name: DAWN R PIERSON

Residing at: 2000 WIDLEY

My commission expires: 7-4-14



DATED this 10 day of June, 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

Approved as to indemnification:

\_\_\_\_\_  
Risk Manager

Approved as to budget:

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

Authorization per Resolution R20050224:

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



**EXHIBIT "A"**

**P39158**

**TEMPORARY EASEMENT LEGAL DESCRIPTION**

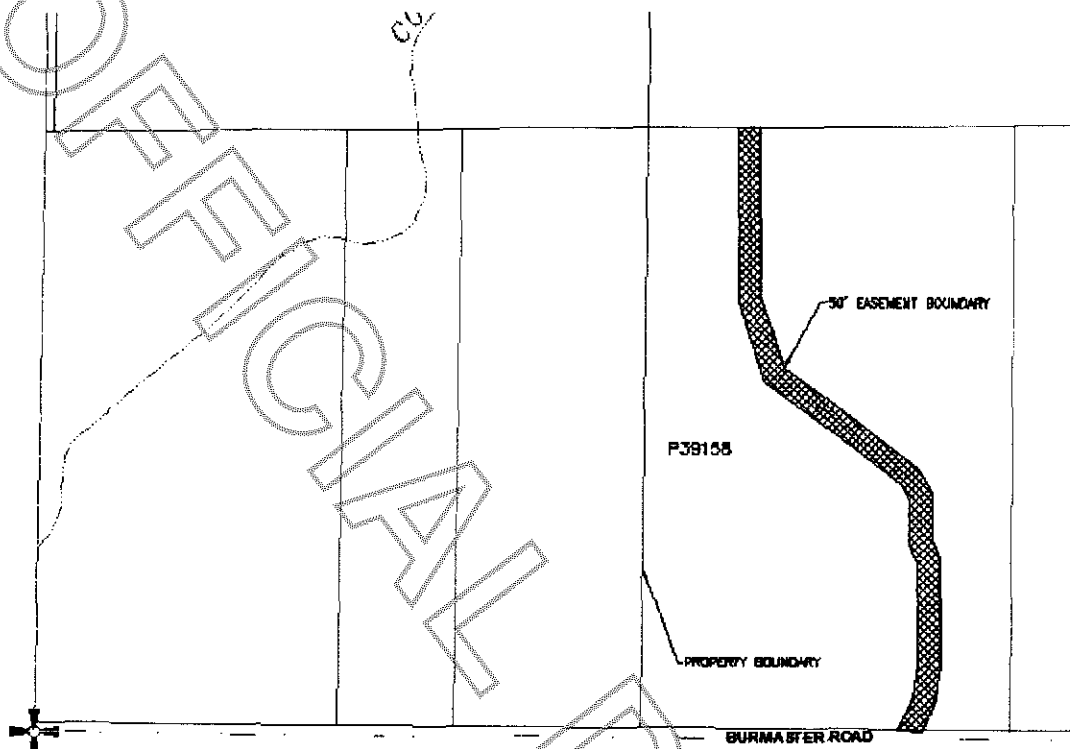
A Temporary Maintenance Easement fifty feet (50') in width, for the purpose of maintenance of an existing drainage conveyance shall commence within Township 35 North, Range 05 East, Section 15, Records of Skagit County, Washington. At the southwest corner of the southwest quarter of the southwest quarter of Township 33 North, Range 05 East, Section 15 thence;  $\pm 20$  feet in a northerly direction to the edge of county road known as Burmaster Road thence;  $\pm 1930$  feet in an easterly direction along the north side of county road known as Burmaster Road **TO THE TRUE POINT OF BEGINNING;**

Temporary Maintenance Easement shall begin at the centerline of existing open conveyance. Easement shall continue in a northerly direction along the centerline of said conveyance for  $\pm 1300$  feet. Easement shall be 25 feet either side of centerline.

**Situate in Skagit County, State of Washington.**



EXHIBIT "B"  
P39158  
GRAPHIC DEPICTION OF TEMPORARY EASEMENT AREA



**EXHIBIT "C"**  
**LEGAL DESCRIPTION OF GRANTORS' PROPERTY**  
**Skagit County Assessor Tax Parcel No.: P39158**

Parcel # 350515-3-008-0003/P39158 – The East ¼ of the Southwest ¼ of the Southwest ¼ of Section 15, Township 35 North, Range 5 East, W.M. Skagit County, Washington. EXCEPTING therefrom the West 250 feet thereof AND ALSO EXCEPT Burmaster County Road along South line thereof.

Situate in the County of Skagit, State of Washington.



**Exhibit "D"**  
**PROJECT DESCRIPTION**

**The Project shall include:**

- Removal of debris and sediment from within existing open conveyance (depicted in the red line within aerial below).
- Spoils from within the system shall be removed from site.

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.

