

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
7/10/2014 Page

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\$79.00

8 8:42AM

DOCUMENT TITLE: TEMPORARY MAINTENANCE EASEMENT

REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*

GRANTOR(S): **Gerald D Lawrence, a single person**

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

ASSESSOR'S TAX / PARCEL NUMBER(S): **P34336** (XrefID: 350314-4-008-0202)

ABBREVIATED LEGAL DESCRIPTION: (0.9100 ac) (DK25 DR25)(TITLE ELIMINATION) INCLUDING MANUFACTURE HOME 1978 SILVERCREST AB4SC3690R TRACT 1 OF SKAGIT COUNTY SHORT PLAT 3-72 RECORDED UNDER AUDITOR FILE NUMBER 766043 WHICH IS A PORTION OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4. (Complete LEGAL DESCRIPTION provided at *Exhibit "C"*).

TEMPORARY MAINTENANCE EASEMENT

The undersigned, **Gerald D Lawrence, a single person**, ("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, nonexclusive 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 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.

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

JUL 09 2014

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



201407100001

GRANTOR:

DATED this _____ day of _____, 2014.


Gerald D. Lawrence, a single person

STATE OF WASHINGTON

ss.

COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that **Gerald D. Lawrence, a single person**, is the person(s) who appeared before me, and said person(s) acknowledged that he signed this instrument, on oath stated that he executed the foregoing instrument as his free and voluntary act for the uses and purposes herein mentioned.

DATED this 17 day of June, 2014.

(SEAL)

Notary Public

Print name: Kara Symonds

Residing at: Skagit County

My commission expires: 7-1-2017



DATED this 2 day of July, 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

Authorization per Resolution R20050224



County Administrator

Approved as to form:

 6/23/14

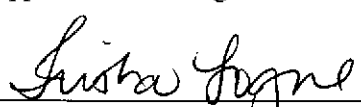
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

 6/25/14

Risk Manager

Approved as to budget:



Budget & Finance Director

EXHIBIT "A"

P34336

TEMPORARY EASEMENT LEGAL DESCRIPTION

TEMPORARY MAINTENANCE EASEMENT FOR THE PURPOSE OF MAINTANENCE TO AN EXISTING DRAINAGE OUTFALL SHALL COMMENCE WITHIN TRACT 1 OF SHORT PLAT NO 3-72, APPROVED FEBRUARY 15, 1972, UNDER AUDITOR'S FILE NO. 766043, RECORDS OF SKAGIT COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

EASEMENT SHALL FOLLOW ALONG MOST EASTERLY LINE OF TRACT 1 FOR A WIDTH OF FIFTY (50') FEET.



EXHIBIT "B"
P34336
GRAPHIC DEPICTION OF TEMPORARY EASEMENT AREA

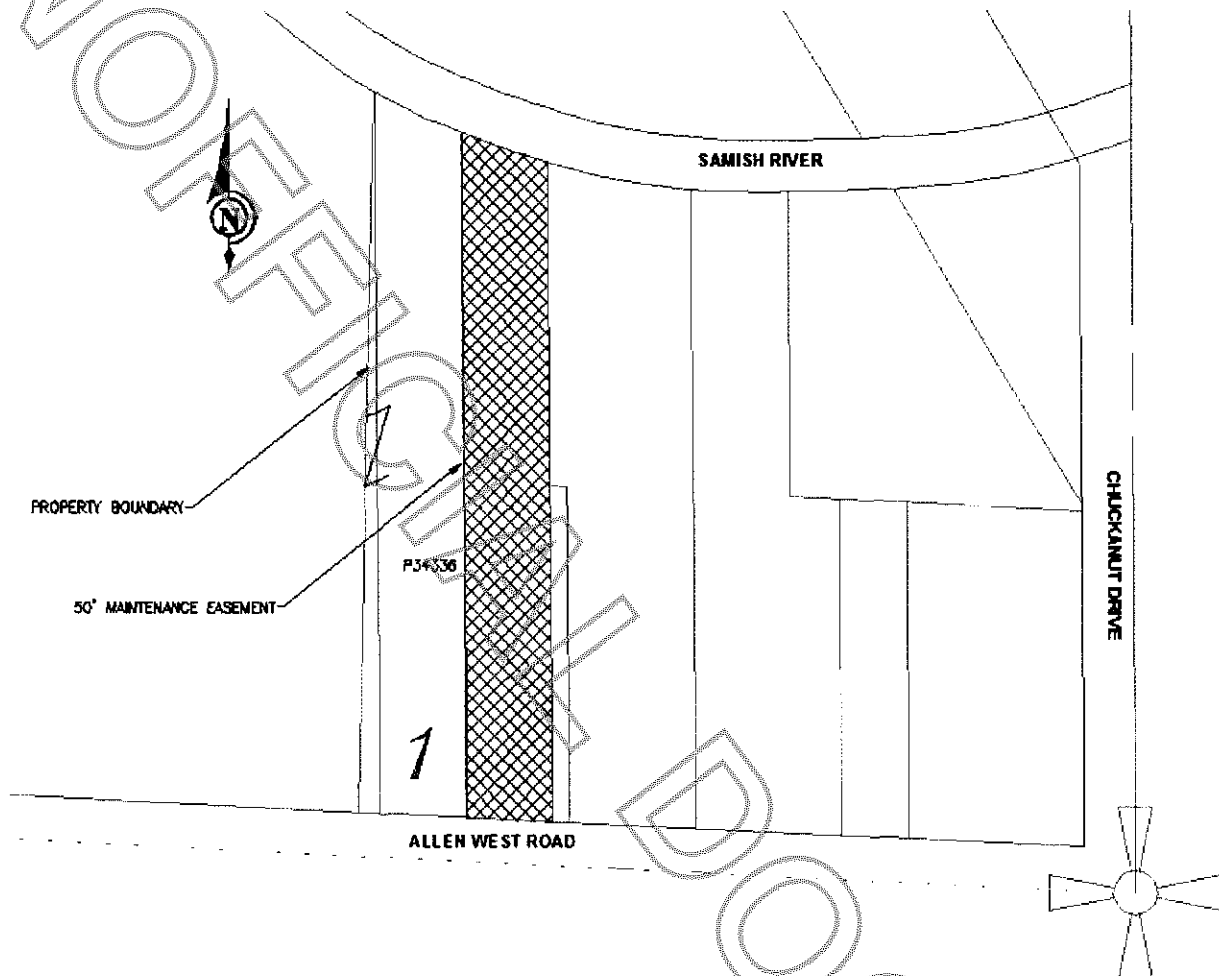


EXHIBIT "C"
LEGAL DESCRIPTION OF GRANTOR'S PROPERTY
Skagit County Assessor Tax Parcel No.: P34336

PARCEL "A"

That portion of the Southeast 1/4 of the Southeast 1/4 of Section 14, Township 35 North, Range 3 East, W.M., described as follows:

Beginning at the Southeast corner of said subdivision; thence North 89 degrees 20'25" West along the South line of said subdivision 440.03 feet; thence North 2 degrees 23'40" West 20.03 feet to the North line of the Allen West County Road, and the true point of beginning; thence continue North 2 degrees 23'40" West, parallel with the East line of said subdivision 425.60 feet, more or less, to the center of the Samish River; thence South 60 degrees 00'00" East along the approximate center of said river 118.26 feet to the Westerly line, extended North, of a tract conveyed to Ed Allen et ux, by deed recorded August 28, 1945, under Auditor's File No. 382839; thence South 2 degrees 23'40" East along the West line of said Allen tract, 167.57 feet to the Southwest corner of said Allen tract; thence continue South 2 degrees 23'40" East 200.00 feet to the North line of the County road; thence North 8 degrees 20'25" West 100.0 feet to the true point of beginning.

(Said tract also known as Tract 1 of that certain Short Plat No. 3-72, approved February 15, 1972)

PARCEL "B"

That portion of the Southeast 1/4 of the Southeast 1/4 of Section 14, Township 35 North, Range 3 East, W.M., described as follows:

Beginning at the Southeast corner of said subdivision; thence North 89 degrees 20'25" West along the South line of said subdivision a distance of 440.03 feet; thence North 2 degrees 23'40" West a distance of 20.03 feet to the true point of beginning; thence North 89 degrees 20'25" West a distance of 12.0 feet; thence Northeasterly to a point in the center of the Samish River which is North 2 degrees 23'40" West of the true point of beginning; thence South 2 degrees 23'40" East to the true point of beginning.



Exhibit "D"
PROJECT DESCRIPTION

Project work shall include:

- a. Crews shall install a new flap gate at the existing outlet. (See Figure 1)
- b. 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.

Figure 1.

