

Recording Requested By And
When Recorded Mail To:

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



201409120139

Skagit County Auditor \$81.00
9/12/2014 Page 1 of 10 4:06PM

DOCUMENT TITLE: **TEMPORARY MAINTENANCE EASEMENT**

**SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX**

REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*

SEP 11 2014

GRANTOR(S): **James H. Simm & Florence L. Simm**, husband and wife.

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

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

ASSESSOR'S TAX / PARCEL NUMBER(S): **P17219** (XrefID: 330425-0-001-3902)

ABBREVIATED LEGAL DESCRIPTION: A PORTION OF GOVERNMENT LOT 4, SECTION 25, TOWNSHIP 33 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SAID SECTION 25; THENCE SOUTH 87 DEGREES 35'31" EAST 1419.72 FEET ALONG THE EAST-WEST CENTERLINE OF SAID SECTION; THENCE SOUTH 02 DEGREES 24'29" WEST 1277.64 FEET TO THE SOUTHWEST CORNER OF LOT 18, "HULL'S WATERFRONT TRACTS", AS PER PLAT THEREOF RECORDED IN VOLUME 7 OF PLATS, PAGE 33, RECORDS OF SKAGIT COUNTY, WASHINGTON; THENCE NORTH 87 DEGREES 35'31" WEST 32.66 FEET PARALLEL WITH SAID EAST-WEST CENTERLINE TO THE EASTERLY MARGIN OF THE FORMER NORTHERN PACIFIC RAILWAY COMPANY (NOW BURLINGTON NORTHERN RAILROAD COMPANY) RIGHT-OF-WAY AT A POINT ON A CURVE TO THE CENTER OF WHICH IS NORTH 69 DEGREES 23'32" EAST 1382.69 FEET FROM SAID POINT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 1382.69 FEET, THROUGH A CENTRAL ANGLE OF 6 DEGREES 36'11", AN ARC DISTANCE OF 159.35 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 1382.69 FEET, THROUGH A CENTRAL ANGLE OF 4 DEGREES 00'33", AN ARC DISTANCE OF 96.75 FEET; THENCE SOUTH 80 DEGREES 00'16" WEST 75.00 FEET TO A POINT ON A CURVE THE CENTER OF WHICH IS NORTH 80 DEGREES 00'16" EAST 1457.69 FEET FROM SAID POINT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 1457.69 FEET, THROUGH A CENTRAL ANGLE OF 3 DEGREES 08'34", AN ARC DISTANCE OF 79.96 FEET TO A POINT THAT IS NORTH 87 DEGREES 35'31" WEST FROM THE TRUE POINT OF BEGINNING; THENCE SOUTH 87 DEGREES 35'31" EAST 78.01 FEET PARALLEL WITH SAID EAST-WEST CENTERLINE TO THE TRUE POINT OF BEGINNING. (Complete LEGAL DESCRIPTION provided at *Exhibit "C"*).

TEMPORARY MAINTENANCE EASEMENT

The undersigned, **James H. Simm & Florence L. Simm**, 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, 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 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 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 on January 31, 2015, 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 18th day of August, 2014.

James H. Simm
James H. Simm

DATED this 18th day of August, 2014.

Florence L. Simm
Florence L. Simm

STATE OF WASHINGTON

COUNTY OF SKAGIT

ss.

I certify that I know or have satisfactory evidence that **James H. Simm & Florence L. Simm**, 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 18th day of August, 2014.

(SEAL)



Notary Public

Print name: Kelley R. Marriott

Residing at: Mount Vernon

My commission expires: 05-15-18



DATED this 4 day of September, 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

Approved as to indemnification:

Risk Manager

Approved as to budget:

Budget & Finance Director



EXHIBIT "A"
P17219
TEMPORARY EASEMENT LEGAL DESCRIPTION

A TWENTY FOOT (20') STRIP OF LAND LYING 10 FEET (10') ON EACH SIDE OF THE CENTERLINE OF AN EXISTING DRAINAGE DITCH, THAT CERTAIN STRIP BEING A PORTION OF PARCEL 17209, ALSO KNOWN AS THE "SIMM" TRACT RECORDED IN VOLUME 8 OF SURVEYS, PAGE 83, AUDITORS FILE NO. 8811100007, LESS COUNTY ROAD.

SITUATE IN SKAGIT COUNTY, STATE OF WASHINGTON.



EXHIBIT "B"
P17219
GRAPHIC DEPICTION OF TEMPORARY EASEMENT AREA

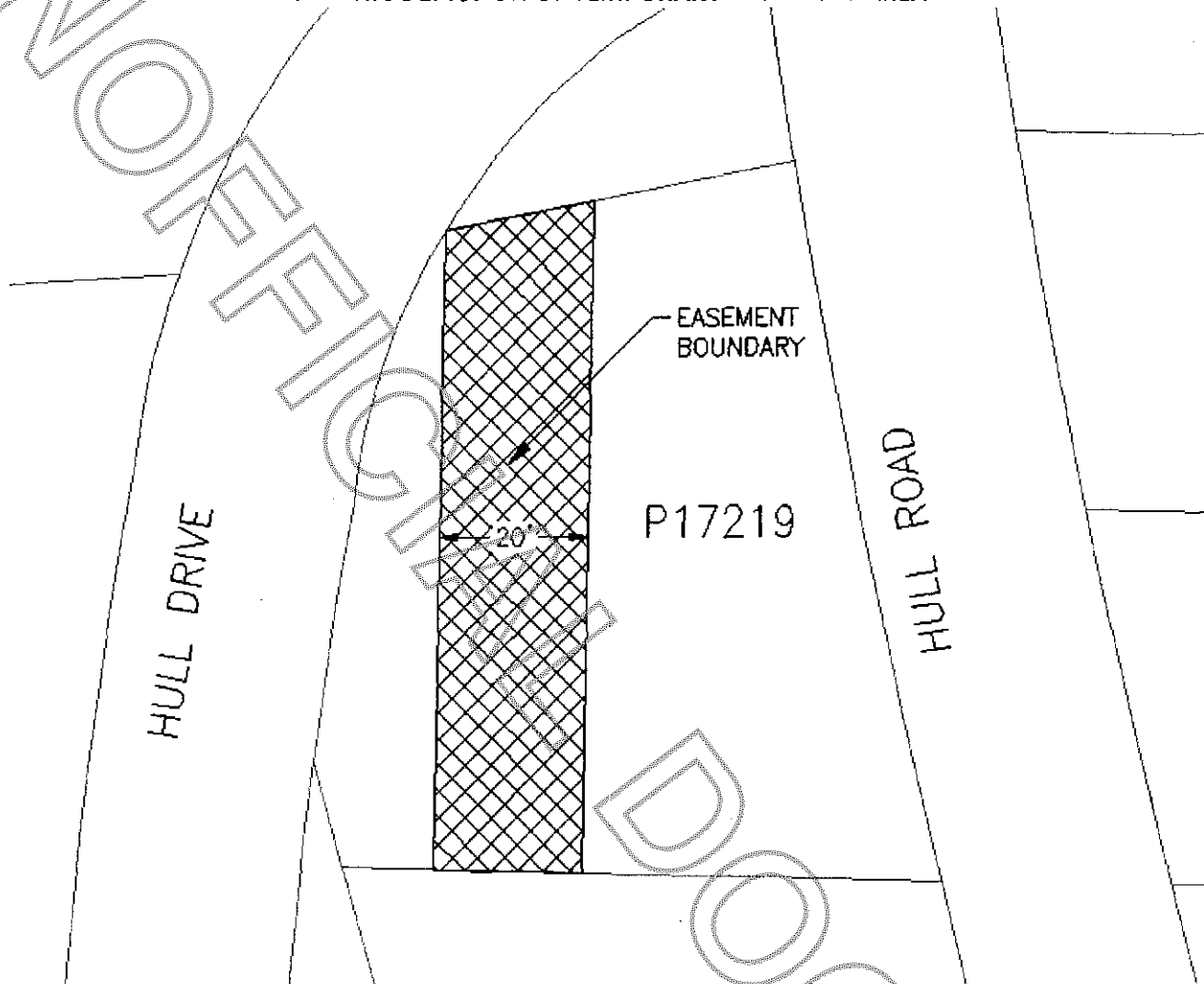


EXHIBIT "C"

LEGAL DESCRIPTION OF GRANTORS' PROPERTY
Skagit County Assessor Tax Parcel No.: P17219

ACRES 0.15, A PORTION OF GOVERNMENT LOT 4, SECTION 25, TOWNSHIP 33 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SAID SECTION 25; THENCE SOUTH 87 DEGREES 35'31" EAST 1419.72 FEET ALONG THE EAST-WEST CENTERLINE OF SAID SECTION; THENCE SOUTH 02 DEGREES 24'29" WEST 1277.64 FEET TO THE SOUTHWEST CORNER OF LOT 18, "HULL'S WATERFRONT TRACTS", AS PER PLAT THEREOF RECORDED IN VOLUME 7 OF PLATS, PAGE 33, RECORDS OF SKAGIT COUNTY, WASHINGTON; THENCE NORTH 87 DEGREES 35'31" WEST 32.66 FEET PARALLEL WITH SAID EAST-WEST CENTERLINE TO THE EASTERLY MARGIN OF THE FORMER NORTHERN PACIFIC RAILWAY COMPANY (NOW BURLINGTON NORTHERN RAILROAD COMPANY) RIGHT-OF-WAY AT A POINT ON A CURVE TO THE CENTER OF WHICH IS NORTH 69 DEGREES 23'32" EAST 1382.69 FEET FROM SAID POINT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 1382.69 FEET, THROUGH A CENTRAL ANGLE OF 6 DEGREES 36'11", AN ARC DISTANCE OF 159.35 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 1382.69 FEET, THROUGH A CENTRAL ANGLE OF 4 DEGREES 00'33", AN ARC DISTANCE OF 96.75 FEET; THENCE SOUTH 80 DEGREES 00'16" WEST 75.00 FEET TO A POINT ON A CURVE THE CENTER OF WHICH IS NORTH 80 DEGREES 00'16" EAST 1457.69 FEET FROM SAID POINT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 1457.69 FEET, THROUGH A CENTRAL ANGLE OF 3 DEGREES 08'34", AN ARC DISTANCE OF 79.96 FEET TO A POINT THAT IS NORTH 87 DEGREES 35'31" WEST FROM THE TRUE POINT OF BEGINNING; THENCE SOUTH 87 DEGREES 35'31" EAST 78.01 FEET PARALLEL WITH SAID EAST-WEST CENTERLINE TO THE TRUE POINT OF BEGINNING. A PORTION OF GOVERNMENT LOT 4, SECTION 25, TOWNSHIP 33 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SAID SECTION 25; THENCE SOUTH 87 DEGREES 35'31" EAST 1419.72 FEET ALONG THE EAST-WEST CENTERLINE OF SAID SECTION; THENCE SOUTH 02 DEGREES 24'29" WEST 1277.64 FEET TO THE SOUTHWEST CORNER OF LOT 18, "HULL'S WATERFRONT TRACTS", AS PER PLAT THEREOF RECORDED IN VOLUME 7 OF PLATS, PAGE 33, RECORDS OF SKAGIT COUNTY, WASHINGTON; THENCE NORTH 87 DEGREES 35'31" WEST 32.66 FEET PARALLEL WITH SAID EAST-WEST CENTERLINE TO THE EASTERLY MARGIN OF THE FORMER NORTHERN PACIFIC RAILWAY COMPANY (NOW BURLINGTON NORTHERN RAILROAD COMPANY) RIGHT-OF-WAY AT A POINT ON A CURVE TO THE CENTER OF WHICH IS NORTH 69 DEGREES 23'32" EAST 1382.69 FEET FROM SAID POINT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 1382.69 FEET, THROUGH A CENTRAL ANGLE OF 6 DEGREES 36'11", AN ARC DISTANCE OF 159.35 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 1382.69 FEET, THROUGH A CENTRAL ANGLE OF 4 DEGREES 00'33", AN ARC DISTANCE OF 96.75 FEET; THENCE SOUTH 80 DEGREES 00'16" WEST 75.00 FEET TO A POINT ON A CURVE THE CENTER OF



EXHIBIT "C"

continued

LEGAL DESCRIPTION OF GRANTORS' PROPERTY

Skagit County Assessor Tax Parcel No.: P17219

WHICH IS NORTH 80 DEGREES 00'16" EAST 1457.69 FEET FROM SAID POINT;
THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF
1457.69 FEET, THROUGH A CENTRAL ANGLE OF 3 DEGREES 08'34", AN ARC
DISTANCE OF 79.96 FEET TO A POINT THAT IS NORTH 87 DEGREES 35'31" WEST
FROM THE TRUE POINT OF BEGINNING; THENCE SOUTH 87 DEGREES 35'31" EAST
78.01 FEET PARALLEL WITH SAID EAST-WEST CENTERLINE TO THE TRUE POINT
OF BEGINNING.



Exhibit "D"

PROJECT DESCRIPTION

The Project shall include:

Grantee's crews shall remove vegetation from within existing system.

