



201409120140

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 \$80.00  
9/12/2014 Page 1 of 9 4:06PM

**SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX**

SEP 11 2014

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

DOCUMENT TITLE: **TEMPORARY MAINTENANCE EASEMENT**

REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*

GRANTOR(S): **Francisco Magana**, a single person, and **Francisco J. Gomez**, a married person, each as their respective separate estates

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

ASSESSOR'S TAX / PARCEL NUMBER(S): **P22556** (XrefID: 340324-0-037-0303)

ABBREVIATED LEGAL DESCRIPTION: ACRES 1.22, DK 1: THAT PORTION OF TRACT 1, SHORT PLAT NO. 68-79, APPMVED AUGUST 9, 1979 AND RECORDED AUGUST 17, 1979 IN VOLUME 3 OF SHORT PLATS, PAGE 166, UNDER SKAGIT COUNTY AUDITOR'S FILE NO.7908170009, ALSO A PORTION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 34 NORTH, RANGE 3 EAST, W.M., SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID TRACT 1; THENCE NORTH 0 DEGREES 18'17" EAST 350.00 FEET ALONG THE WEST LINE OF TRACT 1; THENCE SOUTH 89 DEGREES 19'07" EAST 151.41 FEET PARALLEL WITH THE SOUTH LINE OF SAID TRACT 1; THENCE SOUTH 0 DEGREES 18'17" WEST 350.00 FEET TO THE SOUTH LINE OF SAID TRACT 1; THENCE NORTH 89 DEGREES 19'07" WEST 151.41 FEET ALONG SAID SOUTH LINE OF TRACT 1 TO THE POINT OF BEGINNING. DK 1: THAT PORTION OF TRACT 1, SHORT PLAT NO. 68-79, APPMVED AUGUST 9, 1979 AND RECORDED AUGUST 17, 1979 IN VOLUME 3 OF SHORT PLATS, PAGE 166, UNDER SKAGIT COUNTY AUDITOR'S FILE NO.7908170009, ALSO A PORTION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 34 NORTH, RANGE 3 EAST, W.M., SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID TRACT 1; THENCE NORTH 0 DEGREES 18'17" EAST 350.00 FEET ALONG THE WEST LINE OF TRACT 1; THENCE SOUTH 89 DEGREES 19'07" EAST 151.41 FEET PARALLEL WITH THE SOUTH LINE OF SAID TRACT 1; THENCE SOUTH 0 DEGREES 18'17" WEST 350.00 FEET TO THE SOUTH LINE OF SAID TRACT 1; THENCE NORTH 89 DEGREES 19'07" WEST 151.41 FEET ALONG SAID SOUTH LINE OF TRACT 1 TO THE POINT OF BEGINNING. (Complete LEGAL DESCRIPTION provided at *Exhibit "C"*).

**TEMPORARY MAINTENANCE EASEMENT**

The undersigned, **Francisco Magana**, a single person, and **Francisco J. Gomez**, a married person, each as their respective separate estates ("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 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 14<sup>th</sup> day of August, 2014.

Francisco J MAGAÑO  
Francisco Magana

Francisco J. Gomez  
Francisco J. Gomez

STATE OF WASHINGTON

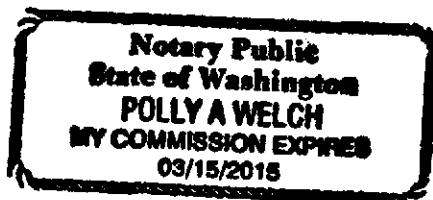
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that **Francisco Magana**, a single person, and **Francisco J. Gomez**, a married person, each as their respective separate estates, 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 14<sup>th</sup> day of August, 2014.

(SEAL)

Notary Public  
Print name: Polly A. Welch  
Residing at: Anacortes  
My commission expires: 03/15/15



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"**  
**P22556**  
**TEMPORARY EASEMENT LEGAL DESCRIPTION**

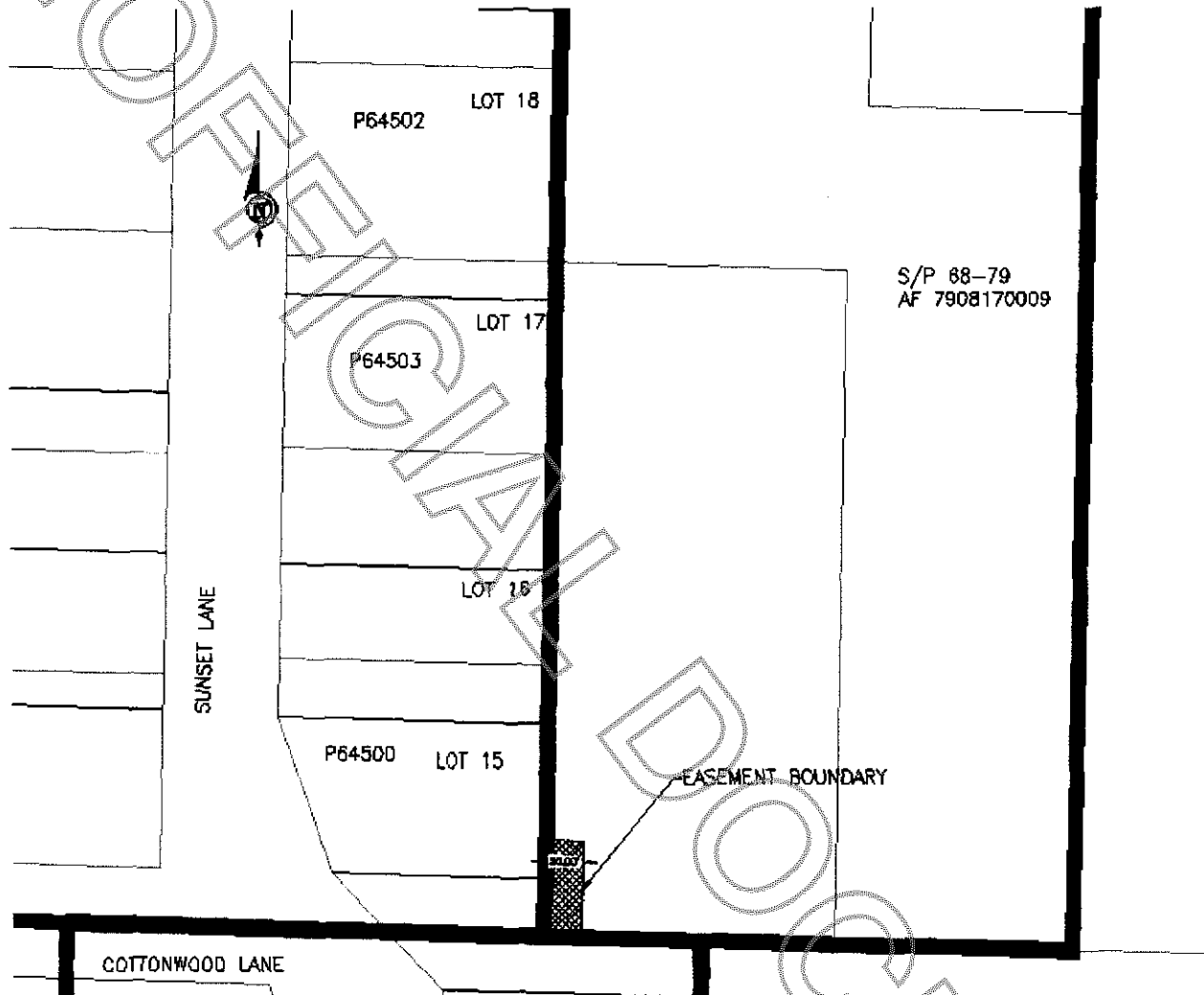
A TEMPORARY MAINTENANCE EASEMENT FOR THE PURPOSE OF REPAIR AND MAINTENANCE TO EXISTING DRAINAGE STRUCTURE LYING WITHIN TRACT 1, SHORT PLAT NO. 68-79, APPROVED AUGUST 9, 1979 AND RECORDED AUGUST 17, 1979 IN VOLUME 3 OF SHORT PLATS, PAGE 166, UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 7908170009 BEGINNING AT THE MOST SOUTHWEST CORNER; **WHICH IS THE TRUE POINT OF BEGINNING;**

TEMPORARY MAINTENANCE EASEMENT SHALL BE A TWENTY FOOT (20') STRIP OF LAND , FIFTY FEET (50') IN LENGTH LYING PARALELL AND EAST OF THE WEST PROPERTY LINE.

SITUATED IN SKAGIT COUNTY, STATE OF WASHINGTON.



EXHIBIT "B"  
P22556  
GRAPHIC DEPICTION OF TEMPORARY EASEMENT AREA



**EXHIBIT "C"**  
**LEGAL DESCRIPTION OF GRANTORS' PROPERTY**  
**Skagit County Assessor Tax Parcel No.: P22556**

**PARCEL "A"**

The South 20 feet of Lot 18 and the North 80 feet of Lot 17,  
"CONN-LIND ADDITION" as per plat recorded in Volume 7 of Plats, page 25, records of Skagit County,  
Washington.

Situate in the County of Skagit, State of Washington.

**PARCEL "B"**

That portion of Tract 1, Short Plat No. 68-79, approved August 9, 1979 and recorded August 17, 1979 in  
Volume 3 of Short Plats, page 166, under Skagit County Auditor's File No. 7908170009, also a portion of the  
Northeast ¼ of the Northeast ¼ of Section 24, Township 34 North, Range 3 East, W.M., said portion being  
more particularly described as follows:

Beginning at the Southwest corner of said Tract 1;  
thence North 0°18'17" East 350.00 feet along the West line of  
Tract 1;  
thence South 89°19'07" East 151.41 feet parallel with the South line of said Tract 1;  
thence South 0°18'17" West 350.00 feet to the South line of said Tract 1;  
thence North 89°19'07" West 151.41 feet along said South line of Tract 1 to the point of beginning.

TOGETHER WITH a non-exclusive easement for ingress, egress and utilities over and across that certain 20  
foot strip delineated over and across said Lots 1 and 3 on the face of said Short Plat, and the Southerly  
extension thereof to the Northerly line and Easterly extension of the North line of the above described  
property, the centerline of said 20 foot strip shall terminate at the Northeast corner of said above described  
property.

Situate in the County of Skagit, State of Washington.





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

**The Project shall include:**

**Grantee's crews shall use a vactor truck to remove debris from within existing outfall pipe.**

**Figure 1.**

