



201409220184

Skagit County Auditor
9/22/2014 Page 1 of 8 \$79.00
3:55PM

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 WASHINGTON
REAL ESTATE EXCISE TAX

SEP 19 2014

Amount Paid \$
Skagit Co. Treasurer
By *[Signature]* Deputy

DOCUMENT TITLE: **TEMPORARY MAINTENANCE EASEMENT**

REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*

GRANTOR(S): **M.L. McChesney and S.A. McChesney**, TR/U WILL of H.A. McChesney, Dec.

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

ASSESSOR'S TAX / PARCEL NUMBER(S): **P17221** (XrefID: 330425-0-001-4108)

ABBREVIATED LEGAL DESCRIPTION: TH PTN GOV LOT 4 SEC 25 TWP 33 RGE 4 DA FCOM AT CTR OF SD SEC TH S 87-35-31 E 1419.72FT ALG E/W C/L SD SEC TH S 02-24 -29 W 1277.64FT TO SW CRN LOT 18 HULL'S WATERFRONT TRACTS TH N 87-35-31 W 32.66 FT PLW SD E/W C/L TO ELY MGN OF BURLINGTON NORTHERN R/R CO R/W MAP ON CRV CTR OF WH IS N 69-23-32 E 1382.69FT TPB TH NLY ALG ARC SD CRV HAVG RAD 1382.69FT THRU C/A 2-13-57 ARC DIST 53.87FT TH N 87-35-31 W 79.92FT TAP ON CRV CTR N 72-44-22 E 1457.69FT FR SD PT TH SLY ALG ARC SD CRV HAVG RAD 1457.69 FT THRU C/A 2-06-02 ARC DIST 53.44FT TA PN 87-35-31 W FR TPB TH S 87-35-31 E 81.11FT PLW SD E/W C/L TTPB (Complete LEGAL DESCRIPTION provided at *Exhibit "C"*).

TEMPORARY MAINTENANCE EASEMENT

The undersigned, **M.L. McChesney and S.A. McChesney**, TR/U WILL of H.A. McChesney, Dec. ("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"*).

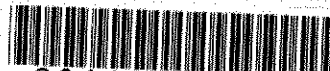
2. Use of Easement. The Grantee, Grantee's employees, agents, and contractors, shall have the sole right, without notice, and at all times, to enter upon the Grantors' Property within the Temporary Easement area (as described and depicted in *Exhibit "A"* and *"B"*) for purposes of using the Temporary 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.



201409220184

Skagit County Auditor

9/22/2014 Page

2 of

\$79.00

8 3:55PM

GRANTORS:

M.L. McChesney and S.A. McChesney, TR/U WILL of H.A. McChesney, Dec.

DATED this 6th day of September, 2014.

M.L. McChesney
M.L. McChesney

DATED this 6th day of SEPTEMBER, 2014.

S.A. McChesney
S.A. McChesney

STATE OF WASHINGTON

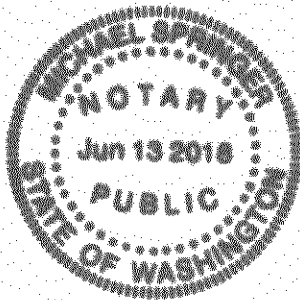
COUNTY OF SKAGIT

} ss.

I certify that I know or have satisfactory evidence that M.L. McChesney and S.A. McChesney, TR/U WILL of H.A. McChesney, Dec., are the person(s) who appeared before me, and said person(s) acknowledged that they signed this instrument, and on oath stated that they were duly authorized executed the forgoing instrument as their free and voluntary act for the uses and purposes herein mentioned.

DATED this 6th day of September, 2014.

(SEAL)



Notary Public

Print name: Michael Springer

Residing at: Kenmore, WA

My commission expires: June 13/2018



201409220184

Skagit County Auditor

\$79.00

9/22/2014 Page

3 of

8 3:55PM

DATED this 18 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

Recommended:

[Signature]

Department Head

[Signature]

County Administrator

Approved as to form:

[Signature] 9/12/14

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

[Signature]

Risk Manager

Approved as to budget:

[Signature]

Budget & Finance Director



201409220184

Skagit County Auditor

\$79.00

9/22/2014 Page

4 of

8 3:55PM

EXHIBIT "A"
P17221
TEMPORARY EASEMENT LEGAL DESCRIPTION

A TEMPORARY MAINTENANCE EASEMENT FOR THE PURPOSE OF REPAIR AND MAINTENANCE TO EXISTING DRAINAGE SYSTEM LYING WITHIN THE PROPERTY OF THE "McCHESNEY" LOT AS SHOWN IN A SURVEY RECORDED IN VOLUME 8 OF SURVEYS, PAGE 83; BEGINNING AT THE NORTHWEST CORNER OF THE "McCHESNEY" LOT; THENCE EAST 140 FEET **WHICH IS THE TRUE POINT OF BEGINNING;**

TEMPORARY MAINTENANCE EASEMENT SHALL BE THE WEST THIRTY (30') FEET OF THE ABOVE DESCRIBED PRACEL.

SITUATE IN SKAGIT COUNTY, STATE OF WASHINGTON.



201409220184

5
Skagit County Auditor
9/22/2014 Page

5 of

\$79.00
8 3:55PM

EXHIBIT "B"
P17221
GRAPHIC DEPICTION OF TEMPORARY EASEMENT AREA

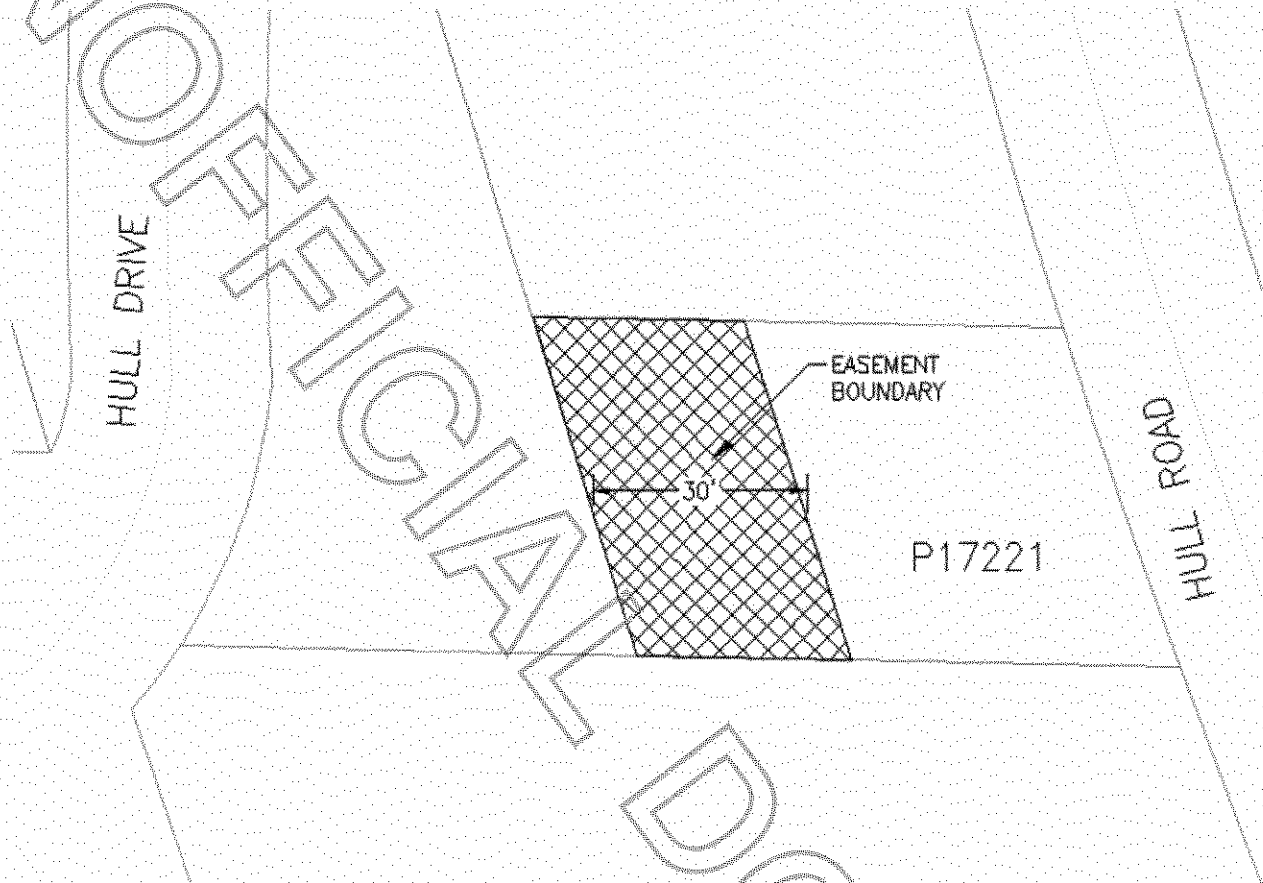


EXHIBIT "C"
LEGAL DESCRIPTION OF GRANTORS' PROPERTY
Skagit County Assessor Tax Parcel No.: P17221

PARCEL 1

Tract 18, Hull's Waterfront Tracts, Volume 7 of Plats, Page 33, Records of Skagit County, Washington.

PARCEL 2

A portion of Government Lot 4, Section 25, T33N, Range 4 EWM, described as follows:

Commencing at the center of said Section 25; thence S87°35'31"E 1419.78 feet along the East-West centerline of said section; thence S02°24'29"W 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 N87°35'31"W 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 the center of which is N69°23'32"E 1382.69 feet from said point, said point also being the True Point of Beginning; thence Northerly along the arc of said curve having a radius of 1382.69 feet, through a central angle of 2°13'57", an arc distance of 53.87 feet; thence N87°35'31"W 79.92 feet to a point on a curve the center of which is N72°44'22"E 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 2°06'02", an arc distance of 53.44 feet to a point that is N87°35'31"W from the True Point of Beginning; thence S87°35'31"E 81.11 feet parallel with said East-West centerline to the True Point of Beginning.



201409220184

Skagit County Auditor

9/22/2014 Page

7 of

8 3:55PM

\$79.00

Exhibit "D"

PROJECT DESCRIPTION

The Project shall include:

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

