

Recording Requested By And
When Recorded Mail To:

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



201410080112

Skagit County Auditor

\$79.00

10/8/2014 Page

1 of

8 4:16PM

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

OCT 08 2014

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

DOCUMENT TITLE: **TEMPORARY MAINTENANCE EASEMENT**

REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*

GRANTOR(S): **The Albert Partnership**

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

ASSESSOR'S TAX / PARCEL NUMBER(S): **P17214** (XrefID: 330425-0-001-3407)

ABBREVIATED LEGAL DESCRIPTION: A PTN GOV LOT 4 DAF COM AT CTR SD SEC TH S 87-35-31 E 1419.72FT ALG E/W C/L S DSEC TH S 02-24-29 W 1277.64FT TO SW CRN LOT 18 HULLS WATERFRONT TR TH N 87-35-3 1W 32.66FT PLW SD E/W C/L TO ELY MGN BURLINGTON NORTHERN R/R CO R/W AAP ON CRV CTR WH IS N 69-23-32 E 1382.69FT FR SD PT SD PT BEING TPB TH SLY ALG ARC OF SD CRV HAVG RAD 1382.69FT THRU C/A 2-16 15 ARC DIST 54.80FT TAP S 02-24-29 W 1327.64FT FR SD E/W C/L TH N 87-35-31 W 164.12FT TO WLY MGN SD FORMER R/R R/W AAP ON CRV CTR N 69-44-35 E 1532.69FT F RSD PT TH NLY ALG ARC SD CRV HAVG RAD 1532.69FT THRU C/A 2-00-40 AN ARC DIST 53.80FT TAP THAT IS S 02-24-29 W 1277. 64FT FR SD E/W C/L TH S 87-35-31 E 161.56FT PLW SD E/W C/L TTPB (Complete LEGAL DESCRIPTION provided at Exhibit "C").

TEMPORARY MAINTENANCE EASEMENT

The undersigned, Beverly Handshumaker, on behalf of **The Albert Partnership** ("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 recognizes and agrees 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 releases and holds 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 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.



GRANTOR:

DATED this 21st day of August, 2014.

The Albert Partnership

By: Beverly Handshumaker

Print Name: Beverly Handshumaker

Its: _____

STATE OF WASHINGTON

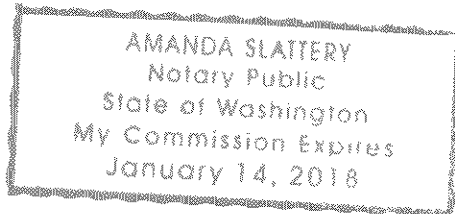
COUNTY OF SKAGIT

ss.

I certify that I know or have satisfactory evidence that **Beverly Handshumaker**, on behalf of **The Albert Partnership**, is the persons who appeared before me, and said persons acknowledged that she signed this instrument, and on oath stated that she was duly authorized to execute the forgoing instrument on behalf of **The Albert Partnership**, as her free and voluntary act for the uses and purposes herein mentioned.

DATED this 21 day of August, 2014.

(SEAL)



Notary Public

Print name: Amanda Slattery

Residing at: Stanwood WA

My commission expires: Jan 14, 2018



201410080112

Skagit County Auditor

10/8/2014 Page

3 of

\$79.00

8 4:16PM

DATED this 2 day of October, 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:

County Administrator

Department Head

Approved as to form:

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Risk Manager

Approved as to budget:

Budget & Finance Director



201410080112

Skagit County Auditor

\$79.00

10/8/2014 Page

4 of

8 4:16PM

EXHIBIT "A"
P17214
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 "PAQUE" LOT AS SHOWN IN A SURVEY RECORDED IN VOLUME 8 OF SURVEYS, PAGE 83; BEGINNING AT THE NORTHWEST CORNER OF THE "PAQUE" LOT; THENCE EAST ±84 FEET **WHICH IS THE TRUE POINT OF BEGINNING**;

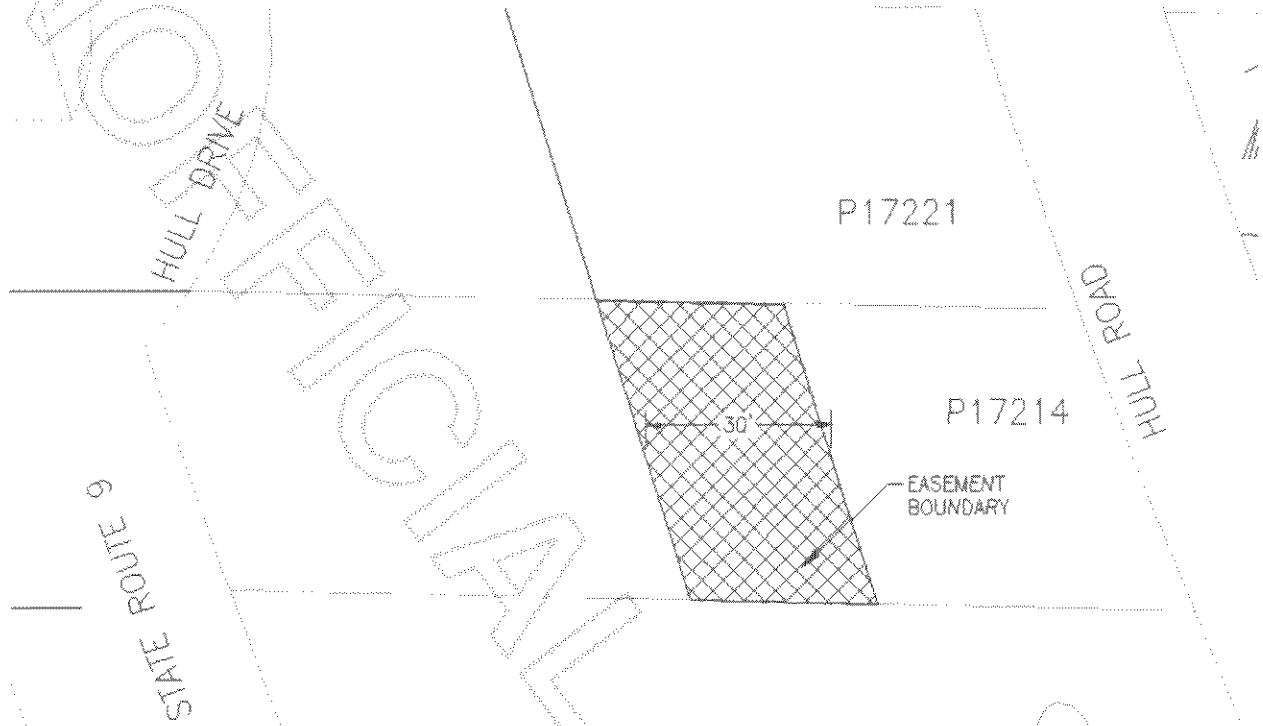
TEMPORARY MAINTENANCE EASEMENT SHALL BE THE WEST THIRTY (30') FEET OF THE ABOVE DESCRIBED PARCEL.

SITUATE IN SKAGIT COUNTY, STATE OF WASHINGTON.



201410080112

EXHIBIT "B"
P17214
GRAPHIC DEPICTION OF TEMPORARY EASEMENT AREA



201410080112

Skagit County Auditor

\$79.00

10/8/2014 Page

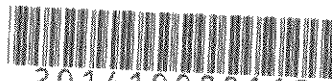
6 of

8 4:16PM

EXHIBIT "C"
LEGAL DESCRIPTION OF GRANTOR'S PROPERTY
Skagit County Assessor Tax Parcel No.: P17214

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 the center of which is North 69 degrees 23'32" East 1382.69 feet from said point, said point being the true point of beginning; thence Southerly along the arc of said curve having a radius of 1382.69 feet, through a central angle of 2 degrees 15'15", an arc distance of 54.80 feet to a point that is South 2 degrees 24'29" West 1327.64 feet from said East-West centerline; thence North 87 degrees 35'31" West 164.12 feet to the Westerly margin of said former railroad right of way at a point on a curve the center of which is North 69 degrees 44'35" East 1532.69 feet from said point; thence Northerly along the arc of said curve having a radius of 1532.69 feet, through a central angle of 2 degrees 00'40", an arc distance of 53.80 feet to a point that is South 02 degrees 24'29" West 1277.64 feet from said East-West centerline; thence South 87 degrees 35'31" East 161.56 feet parallel with said East-West centerline to the true point of beginning.



201410080112

Skagit County Auditor

\$79.00

10/8/2014 Page

7 of

8 4:16PM

Exhibit "D"
PROJECT DESCRIPTION

The Project shall include:

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



201410080112