



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

Skagit County Auditor \$83.00
10/31/2014 Page 1 of 12 4:03PM

OCT 31 2014

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

DOCUMENT TITLE: TEMPORARY MAINTENANCE EASEMENT

REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*

GRANTOR(S): WARKENTIN FAMILY TRUST, via
ALBERT WARKENTIN, as trustee

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

ASSESSOR'S TAX / PARCEL NUMBER: P48635 (XrefID: 360334-1-001-0002)

ABBREVIATED LEGAL DESCRIPTION: (23.6800 ac) E1/2 NE1/4 E OF RLY LESS S 87.5FT
O/S#402 #752015 1973 TRF#891213

ASSESSOR'S TAX / PARCEL NUMBER: P48710 (XrefID: 360335-2-005-0005)

ABBREVIATED LEGAL DESCRIPTION:

O/S #312 #793504 1975 THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER IN SECTION 35, TOWNSHIP 36 NORTH, RANGE 3 EAST, W.M., LYING SOUTHWESTERLY OF THE COUNTY ROAD, EXCEPT THAT PORTION THEREOF LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SUBDIVISION WHICH IS 660 FEET EAST OF THE WEST LINE THEREOF; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID SUBDIVISION TO A POINT WHICH IS 825 FEET SOUTH AND 660 FEET EAST OF THE NORTHEAST CORNER THEREOF; THENCE NORTH 88 DEGREES 38'32" EAST PARALLEL WITH THE SOUTH LINE OF SAID SUBDIVISION, A DISTANCE OF 39 FEET; THENCE NORTH 0 DEGREES 15'15" WEST A DISTANCE OF 487.08 FEET, MORE OR LESS, TO THE SOUTH LINE OF THE COUNTY ROAD, AND THE TERMINAL POINT OF THE LINE BEING DESCRIBED, ALSO, EXCEPT THAT PORTION DESCRIBED AS FOLLOWS: BEGINNING AT THE ABOVE DESCRIBED TERMINAL POINT; THENCE SOUTH 00 DEGREES 05'19" WEST, A DISTANCE OF 124.00 FEET; THENCE NORTH 89 DEGREES 54'41" WEST A DISTANCE OF 79.00 FEET; THENCE NORTH 25 DEGREES 20'34" WEST A DISTANCE OF 276.04 FEET; THENCE NORTH 48 DEGREES 21'09" EAST A DISTANCE OF 64.00 FEET TO SAID SOUTH RIGHT-OF-WAY LINE OF THE COLONY ROAD; THENCE SOUTH 41 DEGREES 38'51" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 225.00 FEET TO THE POINT OF BEGINNING. ALSO INCLUDING THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 36 NORTH, RANGE 3 EAST, W.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 35; THENCE NORTH 0 DEGREES 05'15" WEST ALONG THE WEST LINE OF THE NORTHWEST QUARTER

OF SAID SECTION, 709.57 FEET TO THE EASTERLY LINE OF THE GREAT NORTHERN RAILWAY RIGHT OF WAY AND THE TRUE POINT OF BEGINNING; THENCE CONTINUE NORTH 0 DEGREES 05'15" WEST 624.03 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION; THENCE NORTH 88 DEGREES 38'32" EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, 781.75 FEET; THENCE SOUTH 8 DEGREES 09'25" EAST 423.39 FEET; THENCE SOUTH 21 DEGREES 04'41" EAST 75 FEET, MORE OR LESS, TO THE CENTERLINE OF AN EXISTING DRAINAGE DITCH; THENCE SOUTHWESTERLY TO THE POINT OF BEGINNING. (Complete LEGAL DESCRIPTION provided at *Exhibit "C"*).

TEMPORARY MAINTENANCE EASEMENT

The undersigned, **WARKENTIN FAMILY TRUST**, via **ALBERT WARKENTIN**, as trustee, ("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, non-exclusive 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 conducting routine and usual drainage maintenance work (herein the "Project"), as more particularly described at *Exhibit "D"*.

2. Use of Easement. The Grantee, Grantee's employees, agents, and contractors, shall have the right, at all reasonable 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. Except in the case of unusual circumstances, and if otherwise possible, Grantee shall make a reasonable effort to provide up to one week notice to Grantor prior to conducting any Project work at the Grantor's Property. 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, and/or obstruction 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 in **five (5) years** 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.



GRANTOR:

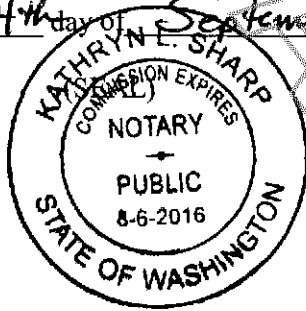
DATED this 24th day of September, 2014.

Albert Warkentin
ALBERT WARKENTIN

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that **WARKENTIN FAMILY TRUST**, via **ALBERT WARKENTIN**, as trustee, appeared before me, and 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 24th day of September, 2014.



Notary Public
Print name: Kathryn L. Sharp
Residing at:
My commission expires:
Kathryn L. Sharp



DATED this 29 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

For contracts under \$5,000:
Authorization per Resolution R20030146



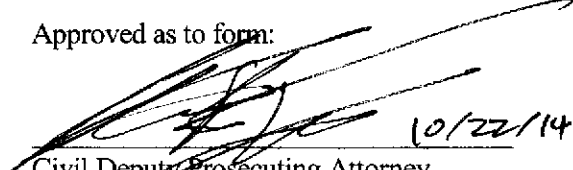
County Administrator

Recommended:



Department Head

Approved as to form:



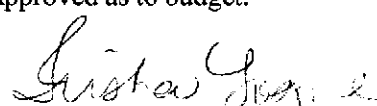
Civil Deputy Prosecuting Attorney

Approved as to indemnification:



Risk Manager

Approved as to budget:



Budget & Finance Director

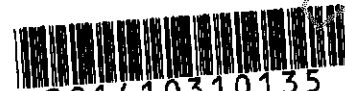


EXHIBIT "A"
TEMPORARY MAINTENANCE EASEMENT LEGAL DESCRIPTION
Skagit County Assessor Tax Parcel No.: P48635 & P48710

A strip of land lying in Section 34, Township 36 North, Range 3 East W.M., County of Skagit, State of Washington. Said strip being adjacent to and parallel with the Top of West Bank of existing ditch, until reaching existing Right-of-Way of the Great Northern Railway Company. TOGETHER WITH; a strip of land lying in Section 34, Township 36 North, Range 3 East W.M., County of Skagit, State of Washington. Said strip being 15 feet in width adjacent to and parallel with Top of East Bank of existing ditch, over and across the following described tract:

That part of the NW $\frac{1}{4}$, of the NE $\frac{1}{4}$, of the NE $\frac{1}{4}$ of said Section 34.

ALL FALLING WITHIN THE ABOVE DESCRIBED PARCEL NUMBER 48635.

AND;

A strip of land lying in Section 34, Township 36 North, Range 3 East W.M., County of Skagit, State of Washington. Said strip being adjacent to and parallel with the Top of West Bank of existing ditch, until reaching existing Right-of-Way of the Great Northern Railway Company. TOGETHER WITH; a strip of land lying in Section 34, Township 36 North, Range 3 East W.M., County of Skagit, State of Washington. Said strip being 15 feet in width adjacent to and parallel with Top of East Bank of existing ditch, over and across the following described tract:

That part of the SE $\frac{1}{4}$, of the NE $\frac{1}{4}$, of the NE $\frac{1}{4}$ of said Section 34.

ALL FALLING WITHIN THE ABOVE DESCRIBED PARCEL NUMBER 48635.

AND;

A strip of land lying in Section 34, Township 36 North, Range 3 East W.M., County of Skagit, State of Washington. Said strip being 15 feet in width, adjacent to and parallel with the Top of West Bank of existing ditch, running in a Southerly direction. TOGETHER WITH; a strip of land lying in Section 34, Township 36 North, Range 3 East W.M., County of Skagit, State of Washington. Said strip being 15 feet in width adjacent to and parallel with Top of East Bank of existing ditch, running in a Southerly direction over and across the following described tract:

That part of the NE $\frac{1}{4}$, of the NE $\frac{1}{4}$, of the NE $\frac{1}{4}$ of said Section 34.

ALL FALLING WITHIN THE ABOVE DESCRIBED PARCEL NUMBER 48635.

AND;

A strip of land lying in Section 34, Township 36 North, Range 3 East W.M., County of Skagit, State of Washington. Said strip being 15 feet in width, adjacent to and parallel with the Top of West Bank of existing ditch, running in a Southerly direction. TOGETHER WITH; a strip of land lying in Section 34, Township 36 North, Range 3 East W.M., County of Skagit, State of Washington. Said strip being 15 feet in width adjacent to and parallel with Top of East Bank of existing ditch, running in a Southerly direction over and across the following described tract:

That part of the SE $\frac{1}{4}$, of the NE $\frac{1}{4}$, of the NE $\frac{1}{4}$ of said Section 34.

ALL FALLING WITHIN THE ABOVE DESCRIBED PARCEL NUMBER 48635.



AND;

A strip of land lying in Section 34, Township 36 North, Range 3 East W.M., County of Skagit, State of Washington. Said strip being 15 feet in width, adjacent to and parallel with the Top of North Bank of existing ditch, running in a Westerly direction. TOGETHER WITH; a strip of land lying in Section 34, Township 36 North, Range 3 East W.M., County of Skagit, State of Washington. Said strip being 15 feet in width adjacent to and parallel with Top of South Bank of existing ditch, running in a Westerly direction over and across the following described tract:

That part of the SE $\frac{1}{4}$, of the SE $\frac{1}{4}$, of the NE $\frac{1}{4}$ of said Section 34.

ALL FALLING WITHIN THE ABOVE DESCRIBED PARCEL NUMBER 48635.

AND;

A strip of land lying in Section 34, Township 36 North, Range 3 East W.M., County of Skagit, State of Washington. Said strip being 15 feet in width, adjacent to and parallel with the Top of North Bank of existing ditch, running in a Westerly direction. TOGETHER WITH; a strip of land lying in Section 34, Township 36 North, Range 3 East W.M., County of Skagit, State of Washington. Said strip being 15 feet in width adjacent to and parallel with Top of South Bank of existing ditch, running in a Westerly direction over and across the following described tract:

That part of the NE $\frac{1}{4}$, of the SE $\frac{1}{4}$, of the NE $\frac{1}{4}$ of said Section 34.

ALL FALLING WITHIN THE ABOVE DESCRIBED PARCEL NUMBER 48635.

AND;

A strip of land lying in Section 35, Township 36 North, Range 3 East W.M., County of Skagit, State of Washington. Said strip being 15 feet in width, adjacent to and parallel with the Top of West Bank of existing ditch, running in a Southerly direction. TOGETHER WITH; a strip of land lying in Section 35, Township 36 North, Range 3 East W.M., County of Skagit, State of Washington. Said strip being 15 feet in width adjacent to and parallel with Top of East Bank of existing ditch, running in a Southerly direction over and across the following described tract:

That part of the NW $\frac{1}{4}$, of the NW $\frac{1}{4}$, of the NW $\frac{1}{4}$ of said Section 34.

ALL FALLING WITHIN THE ABOVE DESCRIBED PARCEL NUMBER 48710.

AND;

A strip of land lying in Section 35, Township 36 North, Range 3 East W.M., County of Skagit, State of Washington. Said strip being 15 feet in width, adjacent to and parallel with the Top of West Bank of existing ditch, running in a Southerly direction. TOGETHER WITH; a strip of land lying in Section 35, Township 36 North, Range 3 East W.M., County of Skagit, State of Washington. Said strip being 15 feet in width adjacent to and parallel with Top of East Bank of existing ditch, running in a Southerly direction over and across the following described tract:

That part of the SW $\frac{1}{4}$, of the NW $\frac{1}{4}$, of the NW $\frac{1}{4}$ of said Section 34.

ALL FALLING WITHIN THE ABOVE DESCRIBED PARCEL NUMBER 48710.

AND;



A strip of land lying in Section 35, Township 36 North, Range 3 East W.M., County of Skagit, State of Washington. Said strip being 15 feet in width, adjacent to and parallel with the Top of West Bank of existing ditch, running in a Southerly direction. TOGETHER WITH; a strip of land lying in Section 35, Township 36 North, Range 3 East W.M., County of Skagit, State of Washington. Said strip being 15 feet in width adjacent to and parallel with Top of East Bank of existing ditch, running in a Southerly direction over and across the following described tract:

That part of the NE $\frac{1}{4}$, of the SW $\frac{1}{4}$, of the NW $\frac{1}{4}$ of said Section 34.

ALL FALLING WITHIN THE ABOVE DESCRIBED PARCEL NUMBER 48710.

AND;

A strip of land lying in Section 35, Township 36 North, Range 3 East W.M., County of Skagit, State of Washington. Said strip being 15 feet in width, adjacent to and parallel with the Top of North Bank of existing ditch, running in a Westerly direction. TOGETHER WITH; a strip of land lying in Section 35, Township 36 North, Range 3 East W.M., County of Skagit, State of Washington. Said strip being 15 feet in width adjacent to and parallel with Top of South Bank of existing ditch, running in a Westerly direction over and across the following described tract:

That part of the SW $\frac{1}{4}$, of the NW $\frac{1}{4}$, of the NW $\frac{1}{4}$ of said Section 34.

ALL FALLING WITHIN THE ABOVE DESCRIBED PARCEL NUMBER 48710.

AND;

A strip of land lying in Section 35, Township 36 North, Range 3 East W.M., County of Skagit, State of Washington. Said strip being 15 feet in width, adjacent to and parallel with the Top of North Bank of existing ditch, running in a Westerly direction. TOGETHER WITH; a strip of land lying in Section 35, Township 36 North, Range 3 East W.M., County of Skagit, State of Washington. Said strip being 15 feet in width adjacent to and parallel with Top of South Bank of existing ditch, running in a Westerly direction over and across the following described tract:

That part of the NW $\frac{1}{4}$, of the SW $\frac{1}{4}$, of the NW $\frac{1}{4}$ of said Section 34.

ALL FALLING WITHIN THE ABOVE DESCRIBED PARCEL NUMBER 48710.

Situate in Skagit County, State of Washington.



EXHIBIT "B"
GRAPHIC DEPICTION OF TEMPORARY MAINTENANCE EASEMENT AREA
Skagit County Assessor Tax Parcel No.: P48635 & P48710

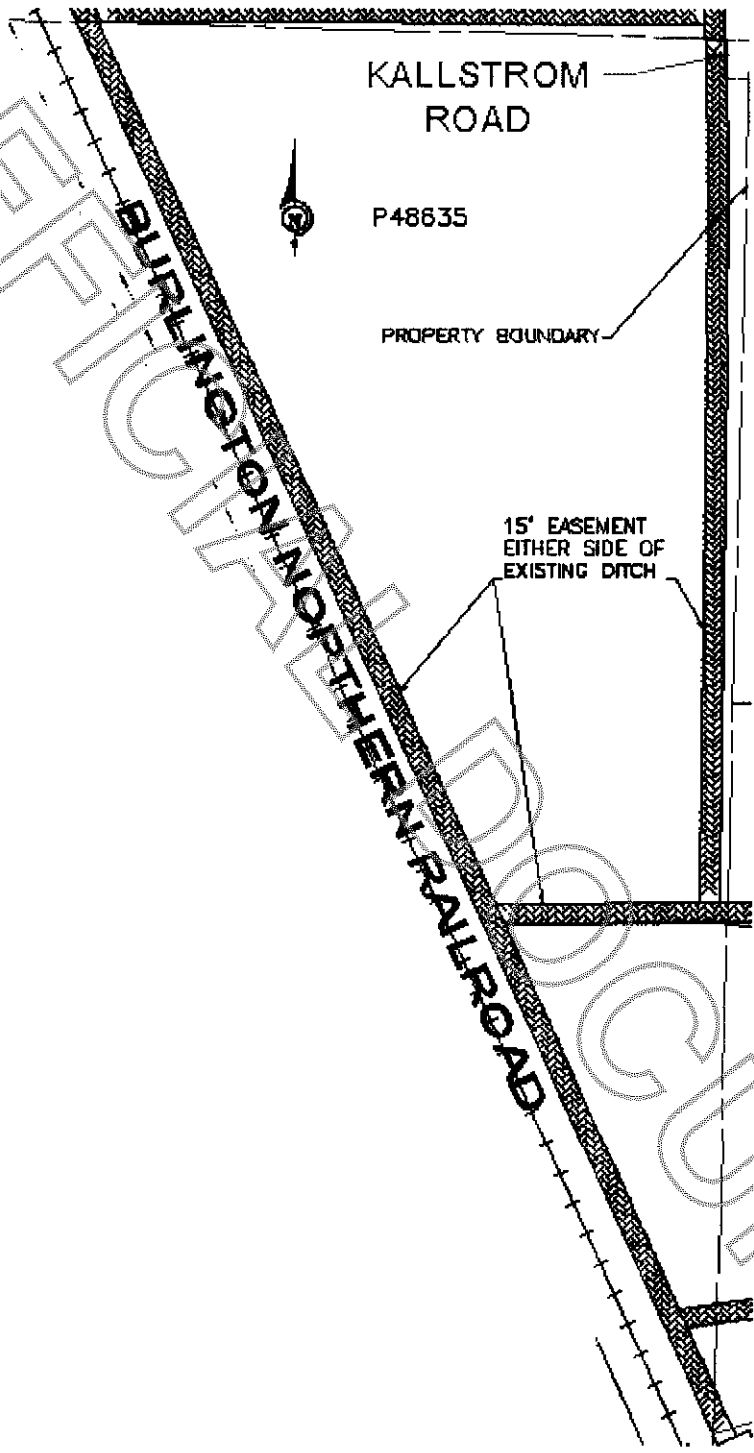


EXHIBIT "B" CONTINUED
GRAPHIC DEPICTION OF TEMPORARY MAINTENANCE EASEMENT AREA
Assessor's Parcel Number **P48635 & P48710**

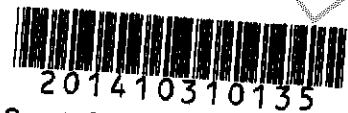
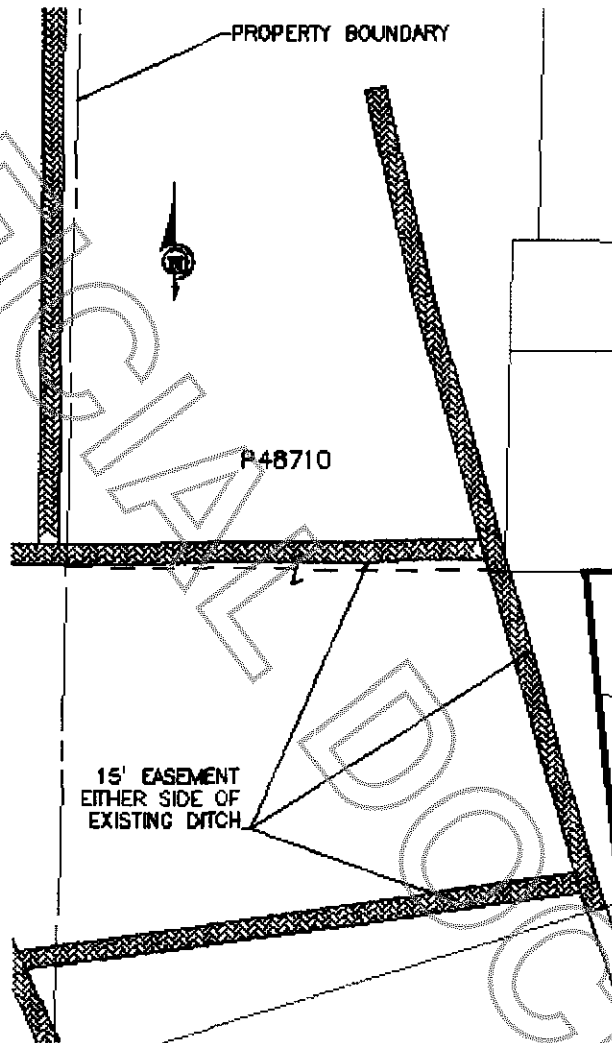


EXHIBIT "C"
LEGAL DESCRIPTION OF GRANTOR'S PROPERTY
Skagit County Assessor Tax Parcel No.: P48635 & P48710

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON, to-wit:

That portion of the East 1/2 of the Northeast 1/4 of Section 34, Twp. 36 North, R. 3 E. W.M., lying Easterly of the Great Northern Railroad right-of-way EXCEPT those portions thereof, if any, lying within the following described tracts:

- (1) South 87.15 feet of the SE 1/4 of the NE 1/4 of Section 34
- (2) The County road known as the Kallstrom Road

ALSO WITHIN THE FOLLOWING DESCRIBED PROPERTY

That portion of the NW 1/4 of the NW 1/4 of Section 35, twp. 36 N., R. 3 E. W.M., lying Southwesterly of the County Road EXCEPT that portion thereof lying Easterly of the following described line:

BEGINNING at a point on the S line of said sub-division which is 660 feet E of the W line thereof; thence N parallel with the W line of said subdivision to a point which is 825 feet S and 660 feet East of the Northeast corner thereof; thence N 88 degrees 38' 32" East parallel with the S line of said subdivision, a distance of 39 feet; thence N 0 degrees 15' 15" W a distance of 487.08 feet more or less to the S line of the County Road, and the terminal point of the line being described.

ALSO that portion of the SW 1/4 of the SW 1/4 of Sec. 36, township 36 N. R. 3 E. W.M., described as follows:

BEGINNING at a point 400 feet N and 825 feet E of the SW corner of said subdivision; thence W 82.5 feet; thence S 400 feet; thence E 150 feet; thence Northwestery to the point of beginning; situate in the County of Skagit, State of Washington.

SUBJECT TO: An easement over and across the property herein described including the right to take water from a spring, together with the right of ingress and egress to and from said spring to make replacements, repairs, etc.

*including 1987 Fleetwood/Sandak wood Mobile Home
Serial Number WAFLH31A076345W*



Exhibit "D"
PROJECT DESCRIPTION
Skagit County Assessor Tax Parcel No.: P48635 & P48710

1. Grantee may clean ditches as Grantee may determine to be appropriate (at Grantee's sole discretion).
2. Grantee may clear out, spread spoils and/or remove debris as agreed upon
3. All maintained landscaping may be left as is.
4. All fencing will be left in its current condition.

