

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 \$79.00  
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DOCUMENT TITLE: **TEMPORARY MAINTENANCE EASEMENT**

REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*

GRANTOR(S): **Port of Skagit County**, a Washington special purpose district

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

ASSESSOR'S TAX / PARCEL NUMBER(S): **P16924** (XrefID: 330419-1-008-0006)

ABBREVIATED LEGAL DESCRIPTION: (12.4800 ac) NW1/4 NE1/4 W OF RLY & S OF CO RD LESS DK 3 TRS & PTN TAX 45 & RT#1-008-01 & 02 (Complete LEGAL DESCRIPTION provided at *Exhibit "C"*).

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

FEB 10 2015

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

**TEMPORARY MAINTENANCE EASEMENT**

The undersigned, **Port of Skagit County**, a Washington special purpose district ("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, upon providing Grantor with forty eight (48) hours oral or written notice (except in the case of an emergency), 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 May 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.





DATED this 29 day of January, 2015.

BOARD OF COUNTY COMMISSIONERS  
SKAGIT COUNTY, WASHINGTON

\_\_\_\_\_  
Kenneth A. Dahlstedt, Chair

\_\_\_\_\_  
Lisa Janicki, Commissioner

\_\_\_\_\_  
Ron Wesen, 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



201502100107

EXHIBIT "A"  
P16924  
TEMPORARY EASEMENT LEGAL DESCRIPTION

A TEMPORARY MAINTENANCE EASEMENT FOR THE PURPOSE OF REPAIR AND MAINTENANCE TO EXISTING DRAINAGE SYSTEM LYING WITHIN PARCEL NUMBER P16924 AS SHOWN IN A SURVEY RECORDED UNDER AUDITOR'S FILE NUMBER 9811300201.

TEMPORARY MAINTENANCE EASEMENT SHALL BE THE NORTH THIRTY FEET (30') FEET OF THE ABOVE DESCRIBED PARCEL AS SHOWN IN A SURVEY RECORDED UNDER AUDITOR'S FILE NUMBER 9811300201.

SITUATE IN SKAGIT COUNTY, STATE OF WASHINGTON.



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EXHIBIT "B"  
P16924

GRAPHIC DEPICTION OF TEMPORARY EASEMENT AREA



201502100107

EXHIBIT "C"

LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

Skagit County Assessor Tax Parcel No.:

P16924

THAT PORTION OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4), GOVERNMENT LOT ONE (1), AND GOVERNMENT LOT SIX (6), SECTION NINETEEN (19), TOWNSHIP THIRTY-THREE (33) NORTH, RANGE FOUR (4) EAST, OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF SAID SECTION NINETEEN (19) WITH THE CENTERLINE OF THE GREAT NORTHERN RAILWAY COMPANY RIGHT-OF-WAY, WHICH POINT BEARS NORTH 88° 46' 22" WEST, A DISTANCE OF 1778.88 FEET FROM THE NORTHEAST CORNER OF SAID SECTION NINETEEN (19). THENCE SOUTH 4° 14' 15" WEST, ALONG THE CENTERLINE OF SAID GREAT NORTHERN RAILWAY COMPANY RIGHT-OF-WAY A DISTANCE OF 532.15 FEET TO THE POINT OF INTERSECTION OF THE CENTERLINE OF SAID GREAT NORTHERN RAILWAY COMPANY RIGHT-OF-WAY WITH THE EASTERLY PROJECTION OF THE SOUTH LINE OF THE PLAT OF THE TOWN OF CONWAY, WHICH PLAT IS RECORDED IN VOLUME 3 OF PLATS AT PAGE 6, RECORDS OF SKAGIT COUNTY, WASHINGTON, AND WHICH POINT IS THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 88° 45' 51" WEST, ALONG SAID EASTERLY PROJECTION OF THE SOUTH LINE OF SAID PLAT, A DISTANCE OF 130.18 FEET TO THE SOUTHEAST CORNER OF BLOCK 4 OF SAID PLAT; THENCE CONTINUING NORTH 88° 45' 51" WEST, ALONG THE SOUTH LINE OF SAID PLAT, A DISTANCE OF 460.60 FEET TO THE SOUTHWEST CORNER OF SAID PLAT; THENCE CONTINUING NORTH 88° 45' 51" WEST, ALONG THE WESTERLY PROJECTION OF THE SOUTH LINE OF SAID PLAT, A DISTANCE OF 270.00 FEET TO THE SOUTHEAST CORNER OF THAT TRACT OF LAND DEEDED TO LOWELL D. WILLIAMS AND SHIRLEY M. WILLIAMS, HUSBAND AND WIFE, BY PORT OF SKAGIT COUNTY A MUNICIPAL CORPORATION, BY INSTRUMENT DATED OCTOBER 23, 1968, AND FILED NOVEMBER 7, 1968, UNDER AUDITOR'S FILE NO. 720147, RECORDS OF SKAGIT COUNTY, WASHINGTON; THENCE NORTH 0° 46' 24" EAST, ALONG THE WEST LINE OF SAID TRACT DEEDED TO LOWELL D. WILLIAMS AND SHIRLEY M. WILLIAMS, HUSBAND AND WIFE, AND ALONG THE WEST LINE OF THAT TRACT OF LAND DEEDED TO LOWELL D. WILLIAMS AND SHIRLEY M. WILLIAMS, HUSBAND AND WIFE BY PORT OF SKAGIT COUNTY, A MUNICIPAL CORPORATION, BY INSTRUMENT DATED OCTOBER 9, 1968, AND FILED NOVEMBER 7, 1968, UNDER AUDITOR'S FILE NO. 720148, RECORDS OF SKAGIT COUNTY, WASHINGTON, A DISTANCE OF 200.00 FEET TO A POINT ON THE SOUTH LINE OF SPRUCE STREET EXTENDED WEST FROM SAID PLAT OF THE TOWN OF CONWAY; THENCE NORTH 88° 45' 51" WEST, ALONG SAID SOUTH LINE OF SPRUCE STREET EXTENDED WEST, A DISTANCE OF 80.00 FEET; THENCE SOUTH 0° 46' 24" WEST, A DISTANCE OF 301.82 FEET; THENCE NORTH 88° 45' 51" WEST, A DISTANCE OF 500 FEET MORE OR LESS TO THE EAST BANK OF STEAMBOAT SLOUGH; THENCE SOUTHERLY ALONG THE EAST BANK OF STEAMBOAT SLOUGH TO A POINT THAT IS 3006.00 FEET NORTH OF THE SOUTH LINE OF SAID SECTION NINETEEN (19); THENCE SOUTH 88° 24' 29" EAST, ALONG A LINE WHICH IS PARALLEL WITH THE SOUTH LINE OF SAID SECTION NINETEEN (19), AND 3006.00 FEET DISTANT THEREFROM, A DISTANCE OF 630 FEET MORE OR LESS, TO A POINT ON THE CENTERLINE OF SAID GREAT NORTHERN RAILWAY COMPANY RIGHT-OF-WAY; THENCE NORTH 4° 14' 15" EAST, ALONG THE CENTERLINE OF SAID GREAT NORTHERN RAILWAY COMPANY RIGHT-OF-WAY, A DISTANCE OF 1807.43 FEET TO THE TRUE POINT OF BEGINNING, EXCEPT THE RIGHT-OF-WAY OF THE GREAT NORTHERN RAILWAY COMPANY DESCRIBED AS FOLLOWS: THAT PORTION OF SAID NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION NINETEEN (19), LYING WITHIN A DISTANCE OF 100.00 FEET OF, AND WEST OF, THE CENTERLINE OF SAID GREAT NORTHERN RAILWAY COMPANY RIGHT-OF-WAY, AND THAT PORTION OF SAID GOVERNMENT LOT SIX (6) OF SECTION NINETEEN (19) LYING WITHIN A DISTANCE OF 50.00 FEET OF, AND WEST OF, THE CENTERLINE OF SAID GREAT NORTHERN RAILWAY COMPANY RIGHT-OF-WAY, AND

EXCEPT ROADS AND DIKE RIGHTS-OF-WAY, AND EXCEPT THAT PORTION CONVEYED TO DIKING DISTRICT NO. 3 OF SKAGIT COUNTY, WASHINGTON, BY DEED DATED FEBRUARY 7, 1922, FILED MARCH 22, 1922, UNDER AUDITOR'S FILE NO. 155231, AND RECORDED IN VOLUME 125 OF DEEDS AT PAGE 264, RECORDS OF SKAGIT COUNTY, WASHINGTON, AND EXCEPT THAT PORTION CONVEYED TO SAID DIKING DISTRICT NO. 3 BY DEED DATED FEBRUARY 7, 1922, FILED MARCH 21, 1922, UNDER AUDITOR'S FILE NO. 155210, AND RECORDED IN VOLUME 125 OF DEEDS AT PAGE 279, RECORDS OF SKAGIT COUNTY, WASHINGTON



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Exhibit "D"  
PROJECT DESCRIPTION

The Project shall include:

Grantee's crews shall remove vegetation from existing drainage structure.

Grantee's crews may remove debris from within existing open conveyance if needed.

Grantee's crews shall use applicable Best Management Practices (BMPs) during construction to limit debris and sediment from entering water body.

