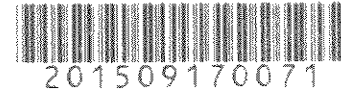


Recording Requested By And
When Recorded Mail To:

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

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX



201509170071
Skagit County Auditor \$79.00
9/17/2015 Page 1 of 8 3:59PM

SEP 17 2015

Amount Paid \$ —
Skagit Co. Treasurer
By *Nikki Davis* Deputy

DOCUMENT TITLE: **TEMPORARY MAINTENANCE EASEMENT**

REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*

GRANTOR(S): **Stein S. Svendsen and Janice B. Svendsen**, who is also known as Jana B. Svendsen, husband and wife

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

ASSESSOR'S TAX / PARCEL NUMBER(S): **P67134** (XreID 3941-000-061-0002)

ABBREVIATED LEGAL DESCRIPTION: Section 36, Township 34N, Range 04E (Complete LEGAL DESCRIPTION provided at *Exhibit "C"*).

TEMPORARY MAINTENANCE EASEMENT

The undersigned, **Stein S. Svendsen and Janice B. Svendsen**, who is also known as Jana B. Svendsen, husband and wife ("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 area 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), ditches, 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, upon providing Grantors with forty eight (48) hours oral or written notice (except in the case of an emergency), 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), ditches, 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 area. 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 recognize and agree that the Project may result in drainage impacts to Grantors' Property (including, but not necessarily limited to, changes in the flow of water at the Grantors' Property). 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 assumes no liability for any alleged damage to Grantors' Property arising from or related to this Temporary Easement, or from any other source. The terms of this Section 2.1 shall survive the termination or expiration of this Temporary Easement (and shall be perpetual in nature).

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 December 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:

Date: 8-27-15, 2015
Stein S. Svendsen

Date: 8-27-15, 2015
Janice B. Svendsen, who is also known as Jana B. Svendsen,

STATE OF WASHINGTON

COUNTY OF Skagit } ss

I certify that I know or have satisfactory evidence that **Stein S. Svendsen** and **Janice B. Svendsen**, who is also known as Jana B. Svendsen, husband and wife, is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she executed the forgoing instrument as her free and voluntary act for the uses and purposes herein mentioned.

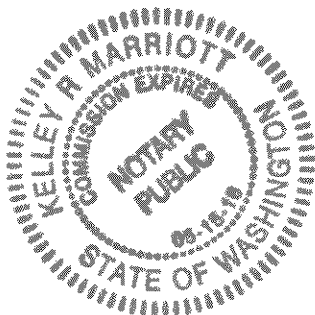
DATED this 27 day of August, 2015
(SEAL)

Notary Public

Print name: Kelley R. Marriott

Residing at: Mount Vernon

My commission expires: 05-15-18



DATED this 14 day of September, 2015.

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

Kenneth A. Dahlstedt, Chair

Lisa Janicki, Commissioner

Ron Wesen, Commissioner

Attest:

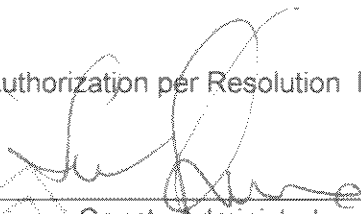
Clerk of the Board

Authorization per Resolution R20050224

Recommended:

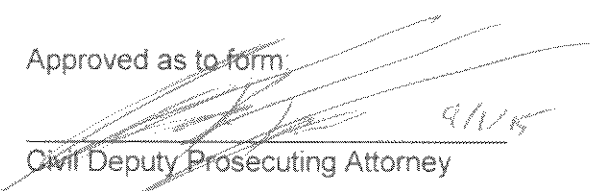


Department Head



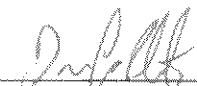
County Administrator

Approved as to form:

 9/11/15

Civil Deputy Prosecuting Attorney

Approved as to indemnification:



Risk Manager

Approved as to budget:



Budget & Finance Director

EXHIBIT "A"
P67134
TEMPORARY EASEMENT LEGAL DESCRIPTION

A Temporary easement being a width of twenty-five (25') feet for the purpose of sediment removal from within an existing unnamed tributary to Big Lake within parcel number P67134 more particularly described as follows:

Commencing at the Northwest Quarter of the Northwest Quarter of Section 36, Township 34N, Range 04E within Tracts 60 and 61, of "Plat 1 Lakeview Tracts" according to plat recorded in Volume 5 of Plats, page 3 records of Skagit County, Washington and being a portion of Section 36, Township 34N, Range 04E thence; South 01 32'52" West for a distance of ± 1313 feet to the Southern line of Government Lot 2 thence; North 89 40'10" East for a distance of ± 735.78 feet to the eastern Right-of-Way line for County Road known as West Big Lake Boulevard thence; North 25 59'16" East for a distance of ± 585 feet to the true point of beginning thence; North 88 27'30" East for a distance of ± 325 feet which is the terminus of said easement

SITUATE IN SKAGIT COUNTY, STATE OF WASHINGTON.

EXHIBIT "B"
P67134
GRAPHIC DEPICTION OF TEMPORARY EASEMENT AREA

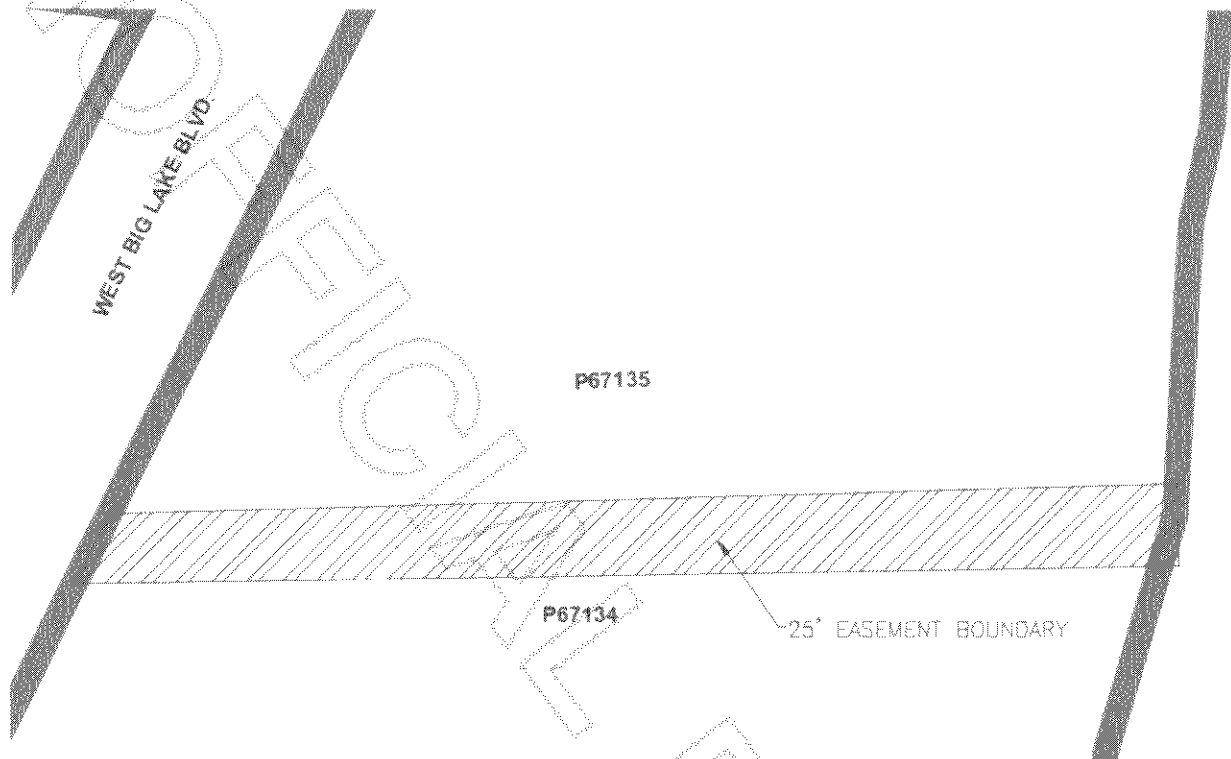


EXHIBIT "C"
LEGAL DESCRIPTION OF GRANTORS' PROPERTY
P67134

That portion of Tract 61, "PLAT 1, LAKEVIEW TRACT, BIG LAKE", according to the plat thereof recorded in Volume 5 of Plats, Pages 2 and 3, records of Skagit County, Washington, described as follows:

Beginning at the Southeasterly corner of said Tract 61; thence South 88 degrees 27' 30" West along the South line of said Tract 61, a distance of 329.8 feet to the Southwesterly corner of said Tract 61; thence North 25 degrees 59' 30" East along the Westerly line of said Tract 61, a distance of 55.0 feet; thence Easterly in a straight line to a point on the East line of said Tract 61, that is 55 feet North (as measured along said East line) of the point of beginning; thence Southerly along the East line of said Tract 61, a distance of 55.0 feet to the point of beginning.

Exhibit "D"
PROJECT DESCRIPTION

The Project shall include:

Grantee's crews shall remove approximately forty nine (49) cubic yards of material from within the existing unnamed tributary to Big Lake.

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

Surrounding grounds that may be disturbed during Project construction may be returned to a substantially similar condition as existed prior to the commencement of Project work. Hydroseeding may be performed as needed.

