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



201604040159

Skagit County Auditor \$80.00
4/4/2016 Page 1 of 8 4:03PM

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

DOCUMENT TITLE: TEMPORARY MAINTENANCE EASEMENT

REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*

GRANTOR(S): Wallace J. Bueing and Betty L. Bueing, as husband and wife

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

ASSESSOR'S TAX / PARCEL NUMBER(S): P66792 (XrefID: 3939-001-017-0009)

APR 04 2016

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

ABBREVIATED LEGAL DESCRIPTION: Section 27, Township 33N, Range 06E, SE ¼ (Complete LEGAL DESCRIPTION provided at *Exhibit "C"*).

TEMPORARY MAINTENANCE EASEMENT

The undersigned, **Wallace J. Bueing and Betty L. Bueing**, as 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, 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 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 October 31, 2016, 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.

GRANTORS:

DATED this 29th day of FEBRUARY, 2016.

By: Wallace J. Bueing
Wallace J. Bueing

DATED this 29th day of FEBRUARY, 2016.

By: Betty L. Bueing
Betty L. Bueing

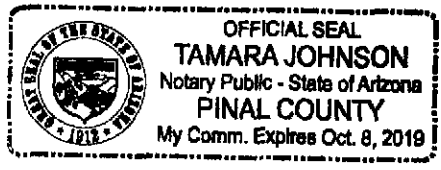
ARIZONA
STATE OF WASHINGTON
PINAL } ss.
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that **Wallace J. Bueing and Betty L. Bueing**, as husband and wife, is the person(s) who appeared before me, and said person(s) acknowledged that they signed this instrument, and on oath stated that they duly authorized executed the forgoing instrument as their free and voluntary act for the uses and purposes herein mentioned.

DATED this 29 day of February, 2016.

(SEAL)

Notary Public
Print name: Tamara Johnson
Residing at: 290 S. Phelps Dr. Apache Junction AZ 85126
My commission expires: 10/8/2019



Tamara Johnson

DATED this 30 day of March, 2016.

~~BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON~~

~~_____
Lisa Janicki, Chair~~

~~_____
Ron Wesen, Commissioner~~

~~_____
Kenneth A. Dahlstedt, Commissioner~~

Attest:

Clerk of the Board

Recommended:



Department Head

Authorization per Resolution R20050224



County Administrator

Approved as to form:



Civil Deputy Prosecuting Attorney

Approved as to indemnification:



Risk Manager

Approved as to budget:



Budget & Finance Director

EXHIBIT "A"
P66792
TEMPORARY EASEMENT LEGAL DESCRIPTION

A Temporary Easement being a width of twenty (20') Feet for the purpose of to the existing drainage conveyance within parcel number P66792 described as follows;

Commencing within Auditor's File Number 420716 and being portions of Sections 27 of Township 33 North, Range 06 East, WM; thence easterly along the North/South line of said section for a distance of approximately 700 feet; to the Northern boundary of Skagit County Right-of-Way of commonly known as South Shore Drive thence in a Northerly direction along Northern boundary of Skagit County Right-of-Way commonly known as South Shore Drive for a distance of approximately 325 feet, TO THE TRUE POINT OF BEGINNING; thence along the southerly boarder of Lot 17 in Block One, Lake Cavanaugh Subdivision, Division #3 according to the official plat recorded under Auditor's File No. 420716 records of Skagit County, Washington for a distance of approximately 210 feet to the Ordinary High Water Line of Lake Cavanaugh, which is the terminus of said easement.

SITUATE IN SKAGIT COUNTY, STATE OF WASHINGTON.

EXHIBIT "B"
P66792
GRAPHIC DEPICTION OF TEMPORARY EASEMENT AREA



EXHIBIT "C"
P66792
LEGAL DESCRIPTION OF GRANTORS' PROPERTY

Lot Seventeen (17) in Block One (1), LAKE CAVANAUGH SUBDIVISION. Division #3 according to the official plat recorded under Auditor's File No. 420716, records of Skagit County, Washington.

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Exhibit "D"
PROJECT DESCRIPTION

The Project shall include:

Grantee's crews shall perform vegetation maintenance to existing drainage conveyance,

Grantee's crews shall install material to existing drainage conveyance.

Material shall be used for the purpose of bank re-enforcement.

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

