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



201608090074

Skagit County Auditor \$80.00  
8/9/2016 Page 1 of 8 3:53PM

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

**DOCUMENT TITLE: TEMPORARY MAINTENANCE EASEMENT**

AUG 09 2016

**REFERENCE NUMBER OF RELATED DOCUMENT:** *Not Applicable*

**GRANTOR(S): Roy W. Donaldson**, a single individual

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

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

**ASSESSOR'S TAX / PARCEL NUMBER(S): P50021** (XrefID: 360426-2-001-0405)

**ABBREVIATED LEGAL DESCRIPTION:** Section 26, Township 36N, Range 04E, SE ¼ (Complete LEGAL DESCRIPTION provided at *Exhibit "C"*).

### TEMPORARY MAINTENANCE EASEMENT

The undersigned, **Roy W. Donaldson**, a single individual ("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 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 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, 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), ditches, 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 area. 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 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.

GRANTOR:

DATED this 27 day of July, 2016.

By:

Roy W. Donaldson  
Roy W. Donaldson

STATE OF WASHINGTON

COUNTY OF SKAGIT

} ss.

I certify that I know or have satisfactory evidence that **Roy W. Donaldson**, a single individual, is the person(s) who appeared before me, and said person(s) acknowledged that he signed this instrument, and on oath stated that he duly authorized, executed the forgoing instrument as his free and voluntary act for the uses and purposes herein mentioned.

DATED this 27 day of July, 2016.

(SEAL)

Notary Public

Print name: Nikki Davis

Residing at: SKAGIT CO.

My commission expires: 5-23-20

DATED this 5<sup>th</sup> day of August, 2016.

BOARD OF COUNTY COMMISSIONERS  
SKAGIT COUNTY, WASHINGTON

\_\_\_\_\_  
Lisa Janicki, Chair

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

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

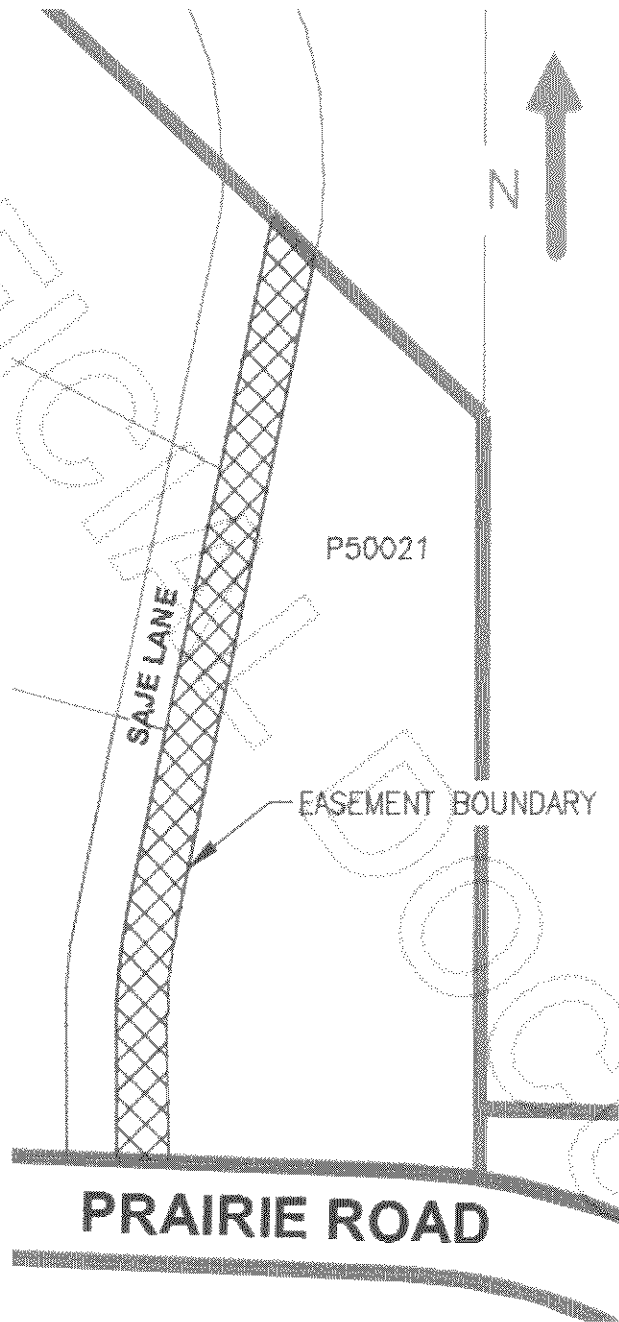
**EXHIBIT "A"**  
**P50021**  
**TEMPORARY EASEMENT LEGAL DESCRIPTION**

A TEMPORARY MAINTENANCE EASEMENT FOR THE PURPOSE OF OPEN CONVEYANCE MAINTENANCE WITHIN PARCELS NUMBER P50021 MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A 60 FOOT STRIP OF LAND IN THE NORTHEAST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  AND PORTION OF THE SOUTHEAST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  ALL IN SECTION 26, TOWNSHIP 36 NORTH, RANGE 4 EAST, W.M., AS DESCRIBED IN, AUDITOR'S FILE NUMBER 8203020007.

**SITUATE IN SKAGIT COUNTY, STATE OF WASHINGTON.**

EXHIBIT "B"  
P50021  
GRAPHIC DEPICTION OF TEMPORARY EASEMENT AREA



**EXHIBIT "C"**  
**P50021**  
**LEGAL DESCRIPTION OF GRANTOR'S PROPERTY**

That portion of the Northeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  and portion of the Southeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  all in Section 26, Township 36 North, Range 4 East W.M., being more particularly described as follows:

Commencing at the Northwest corner of said Northeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$ , said point being 1320.87 feet from the Northwest corner of said Section 26, thence South  $89^{\circ}43'54''$  East, along the North line of said Section 26, 290.00 feet; thence South  $49^{\circ}37'21''$  East 751.60 feet to a point to be hereinafter referred to as Point "A"; thence South  $44^{\circ}44'06''$  East 457.52 feet; thence South  $11^{\circ}51'41''$  West 282.16 feet to the TRUE POINT OF BEGINNING; thence continue South  $11^{\circ}51'41''$  West 110.00 feet to a point of curvature; thence along the arc of said curve to the left having a radius of 300.00 feet, through a central angle of  $11^{\circ}57'56''$ , an arc distance of 62.65 feet to a point of tangency; thence South  $0^{\circ}06'15''$  East 68.56 feet to the North margin of the County road known as Warner Road; thence South  $89^{\circ}53'45''$  West, along said North margin, 130.00 feet to a point which is South  $0^{\circ}21'00''$  East from before mentioned Point "A"; thence North  $0^{\circ}21'00''$  West 293.59 feet to a point which is North  $78^{\circ}08'19''$  West from the TRUE POINT OF BEGINNING; thence South  $78^{\circ}08'19''$  East 266.37 feet to the TRUE POINT OF BEGINNING. (Also known as Tract 4 of Morgan Short Plat No. 38-72, dated May 19, 1972)

TOGETHER WITH an easement for ingress and egress, roadway and utilities, being 60 feet in width, the Northeasterly line of which bears South  $44^{\circ}44'06''$  East from before mentioned Point "A", and the centerline of said 60 foot wide easement being more particularly described as follows:

Commencing at before mentioned Point "A", thence South  $44^{\circ}44'06''$  East 457.52 feet to the TRUE POINT OF BEGINNING of said centerline, said point being a point of tangency of a curve in said centerline from the Northwest, the center of said curve being North  $78^{\circ}08'19''$  West 150.00 feet from said point of tangency; thence South  $11^{\circ}51'41''$  West, along said centerline, 392.16 feet to a point of curvature; thence along the arc of said curve to the left having a radius of 300.00 feet, through a central angle of  $11^{\circ}57'56''$ , an arc distance of 62.65 feet to a point of tangency; thence South  $0^{\circ}06'15''$  East 68.56 feet to the North margin of the County road known as Warner Road and the terminus of said centerline.

Situate in the County of Skagit, State of Washington

**Exhibit "D"**  
**PROJECT DESCRIPTION**

**The Project shall include:**

**Grantee's crews shall perform to existing drainage conveyance.**

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

