

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
1/17/2017 Page 1 of 8 4:04PM \$80.00

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

JAN 18 2017

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

DOCUMENT TITLE: **TEMPORARY MAINTENANCE EASEMENT**

REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*

GRANTOR(S): **Sandra S. Bourgeois**, an individual, as her separate estate.

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

ASSESSOR'S TAX / PARCEL NUMBER(S): **P21887** (XrefID: 340314-3-047-0006)

ABBREVIATED LEGAL DESCRIPTION: Sections 14, Township 34 North, Range 03 East (Complete
LEGAL DESCRIPTION provided at *Exhibit "C"*).

TEMPORARY MAINTENANCE EASEMENT

The undersigned, **Sandra S. Bourgeois**, an individual, as her separate estate ("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 July 31, 2017, 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 terms 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 5 day of January, 2017.

By: Sandra S. Bourgeois
Sandra S. Bourgeois, an individual, as her separate estate

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that **Sandra S Bourgeois**, an individual, as her separate estate, is the person who appeared before me, and said person acknowledged that she signed this instrument, and on oath stated that she was duly authorized executed the forgoing instrument as her free and voluntary act for the uses and purposes herein mentioned.

DATED this 5 day of January, 2017.
(SEAL)

Notary Public Nikki Davis
Print name: Nikki Davis
Residing at: Skagit County
My commission expires: 6-23-20

DATED this 12 day of January, 2017.

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

Ron Wesen, Chair

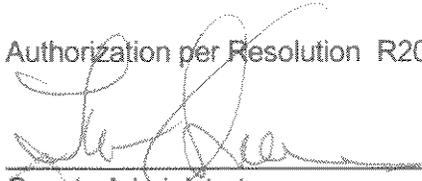
Kenneth A. Dahlstedt, Commissioner

Lisa Janicki, Commissioner

Attest:

Clerk of the Board

Authorization per Resolution R20050224



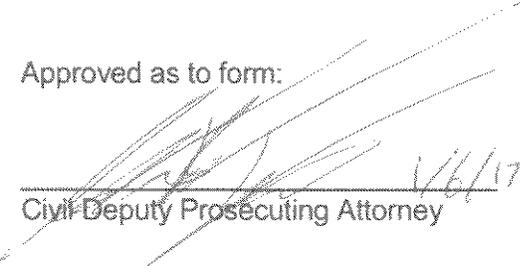
County Administrator

Recommended:



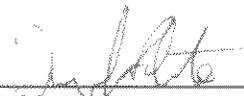
Department Head

Approved as to form:

 1/6/17

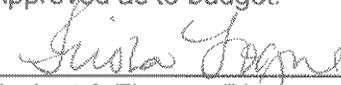
Civil Deputy Prosecuting Attorney

Approved as to indemnification:



Risk Manager

Approved as to budget:



Budget & Finance Director

EXHIBIT "A"
P21887
TEMPORARY EASEMENT LEGAL DESCRIPTION

A temporary maintenance easement for the purpose of removal of driveway gravel within parcel number P21887. That portion of the West ½ of the West ½ of the Northeast ¼ of the Southeast ¼, Section 14, Township 34 North, Range 3 East W.M., more particularly described as follows:

Beginning at the center of Section 14, Township 34 North, Range 3 East and the South line of the County road; thence Westerly along the South Line of said County road a distance of approximately one thousand one hundred thirty (~1130') feet; thence in a southerly direction for approximately sixty-six (~66') feet; thence in an easterly direction approximately twenty (~20') feet; thence in a northerly direction for approximately (~66') feet; thence in a westerly direction for approximately twenty (~20') feet to the true point of beginning.

SITUATE IN SKAGIT COUNTY, STATE OF WASHINGTON.

EXHIBIT "B"
P21887
GRAPHIC DEPICTION OF TEMPORARY EASEMENT AREA

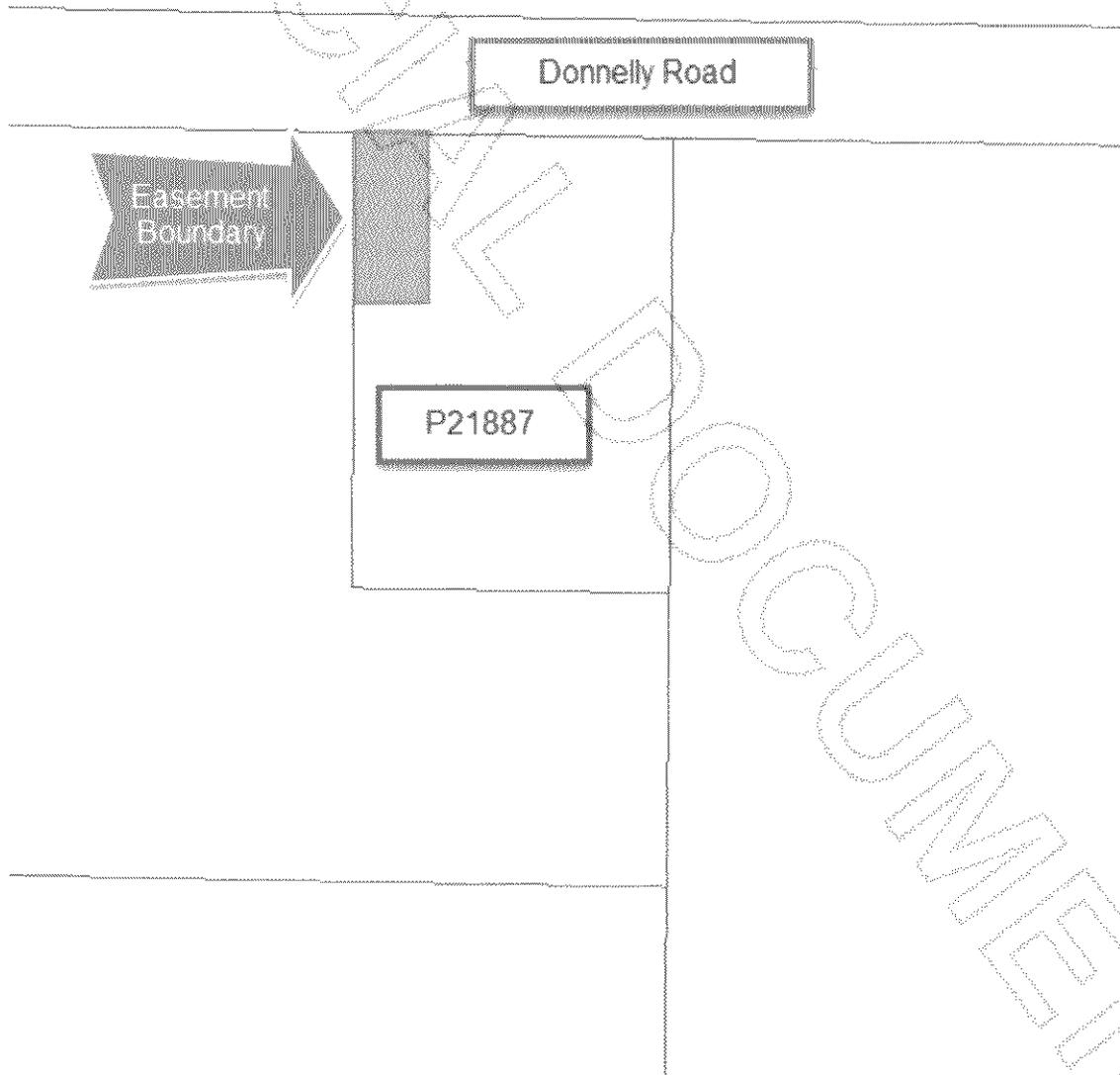


EXHIBIT "C"
P21887
LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

That portion of the West 1/2 of the West 1/2 of the Northeast 1/4 of the Southeast 1/4, Section 14, Township 34 North, Range 3 East W.M., described as follows:

Beginning at the intersection of the East line of said West 1/2 of the West 1/2 of the Northeast 1/4 of the Southwest 1/4 and the South line of the County road; thence Westerly along the South line of said County road a distance of 110 feet; thence South parallel to the East line of said subdivision a distance of 155 feet; thence East parallel with the South line of said County road to the East line of said subdivision; thence North along the East line of said subdivision to the point of beginning.

Exhibit "D"
PROJECT DESCRIPTION

The Project shall include:

Grantee's crews shall remove existing gravel.

Grantee's crews shall use applicable Best Management Practices (BMPs).

