



202006020019

06/02/2020 08:59 AM Pages: 1 of 8 Fees: \$110.50
Skagit County Auditor

SKAGIT COUNTY
Contract # C20200192
Page 1 of 8

Recording Request
When Recorded Mail To:

Skagit County
Public Works Department
Attn: Karina Siliverstova
1800 Continental Place
Mount Vernon, Washington 98273



DOCUMENT TITLE: **TEMPORARY MAINTENANCE EASEMENT**

REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*

GRANTOR(S): **GEORGE C. THELEN and LINDA G. HART**, husband and wife

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

ABBREVIATED LEGAL DESCRIPTION: Section 27, Township 36 North, Range 03 East (Complete LEGAL DESCRIPTION provided at *Exhibit "C"*).

ASSESSOR'S TAX / PARCEL NUMBER(S): **P48408 (XrefID: 360327-2-003-0007)**

TEMPORARY MAINTENANCE EASEMENT

The undersigned, **GEORGE C. THELEN and LINDA G. HART**, 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, non-exclusive 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 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 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, without notice, 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), 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. 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 in five (5) years from the date of mutual execution, 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.

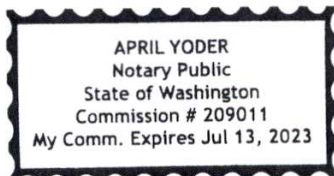
GRANTORS:

DATED this 6 day of May, 2020.
GEORGE C. THELENDATED this 6 day of May, 2020.
LINDA G. HARTSTATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that **GEORGE C. THELEN** and **LINDA G. HART**, husband and wife, are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they executed the forgoing instrument as their free and voluntary act for the uses and purposes herein mentioned.

DATED this 6th day of May, 2020.

(SEAL)

Notary Public Print name: April YoderResiding at: Burlington WAMy commission expires: July 13 2023

DATED this 19 day of may, 2020.

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 R20160001

Recommended: [Signature]

Lisa Yagne
County Administrator

Department Head

Approved as to form:

[Signature] 5/13/20
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

[Signature] (5-14-20)
Risk Manager

Approved as to budget:

Lisa Yagne
Budget & Finance Director

EXHIBIT "A"
TEMPORARY EASEMENT LEGAL DESCRIPTION
P48408

A strip of land, for Drainage, Maintenance and mowing, lying in Section 27, Township 36 North, Range 3 East W.M., County of Skagit, State of Washington, more particularly described below;

Said strip being 15 feet wide, lying on the East side, the westerly line which is coincident with the top of the east bank of a creek known as Colony Creek, running north to south. TOGETHER WITH; a strip of land being 15 feet wide, on the West side, coincident with the top of west bank of said Colony Creek, running north to south, over and across the following described tract: The East 1/2, of the Northeast 1/4, of the Northwest 1/4 of said Section 27, until reaching the existing Right-of-Way for the road known as Colony Road.

Location of Colony Creek as of February of 2020.

ALL FALLING WITHIN THE ABOVE PARCEL 48408.

EXHIBIT "B"
GRAPHIC DEPICTION OF TEMPORARY MAINTENANCE EASEMENT AREA
P48408

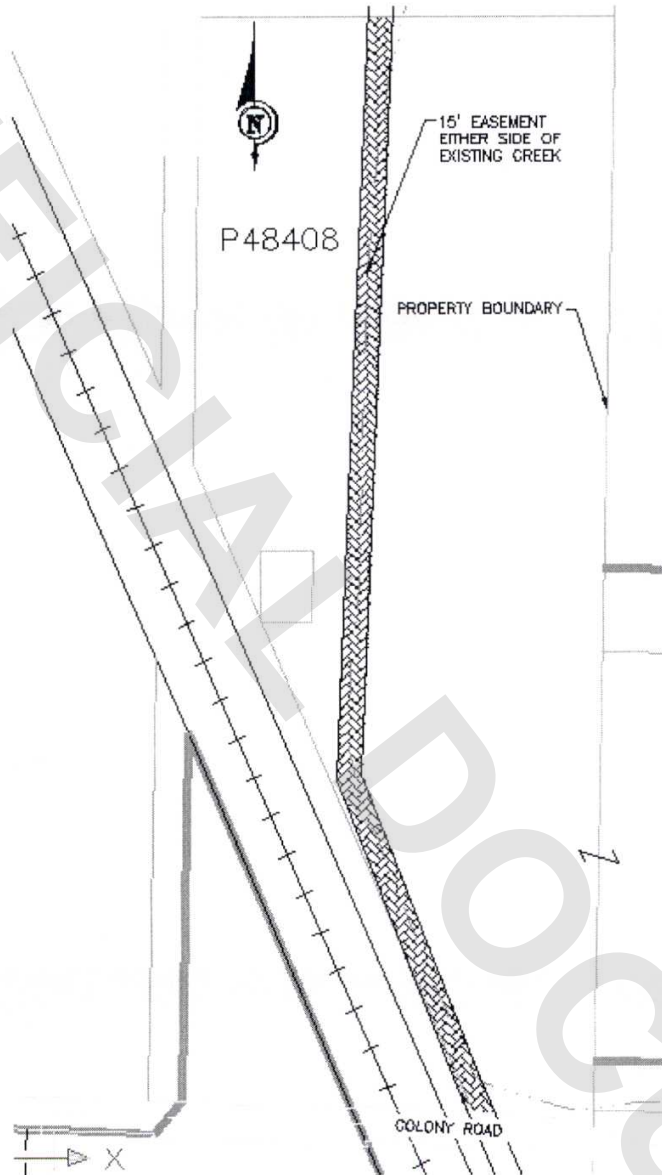


EXHIBIT "C"
LEGAL DESCRIPTION OF GRANTOR'S PROPERTY
Skagit County Assessor Tax Parcel No.: P48408

4.) P48408 / 360327-2-003-0007

Vacant Land

That portion of the Northeast ¼ of the Northwest ¼ of Section 27, Township 36 North, Range 3 East W.M., lying northeasterly of the right of way of the Great Northern Railway Company, EXCEPT all road rights of way, ALSO EXCEPT the following described tract:

Beginning at a point 692 feet South and 348 feet West (variation 22' °) East from the North ¼ section corner of said Section; thence South 0°36' East, 85 feet; thence South 89°24' West, 62 feet; thence North 0°36' West, 85 feet; thence North 89°24' East, 62 feet to the point of beginning.

ALSO EXCEPT that portion thereof lying Southerly and Westerly of the County road.

AND FURTHER SUBJECT TO easement and restrictions of public record.

Exhibit "D"
PROJECT DESCRIPTION P48408

1. Grantee's contractor may mow all vegetation, smaller than 1.5 inches in diameter, on both sides of slough (or ditch). Grantee's contractor will mow both sides of slough unless it is obvious only one side has been mowed in the past few years.
2. To the extent reasonably possible, all of Grantors' maintained landscaping shall be left as is.
3. The areas to be mowed in late spring, and the areas to be mowed adjacent to the cropped fields shall be mowed after harvest.

