

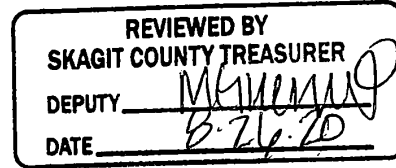
Recording Requested By And
When Recorded Mail To:

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



202008260159

08/26/2020 11:50 AM Pages: 1 of 8 Fees: \$110.50
Skagit County Auditor



DOCUMENT TITLE: **TEMPORARY MAINTENANCE EASEMENT**

REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*

GRANTOR(S): **BETHANY FALLON ECONOPOULY and JAMES ADAM PERRY**, a married couple.

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

ABBREVIATED LEGAL DESCRIPTION: Section 22, Township 36 North, Range 03 East (Complete LEGAL DESCRIPTION provided in *Exhibit "C"*).

ASSESSOR'S TAX / PARCEL NUMBER(S): **P113089** (XrefID: 360322-3-007-0200)

TEMPORARY MAINTENANCE EASEMENT

The undersigned, **BETHANY FALLON ECONOPOULY and JAMES ADAM PERRY**, a married couple, ("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 Grantor's 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), ditches, and/or existing structure(s) within said Temporary Easement, and for any and all other purposes reasonably related thereto (including, but not limited to, mowing and vegetation management). 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 10 day of June, 2020.
BETHANY FALLON ECONOPOULYDATED this 10th day of June, 2020.
JAMES ADAM PERRYSTATE OF Oregon
COUNTY OF Multnomah ss.

I certify that I know or have satisfactory evidence that **BETHANY FALLON ECONOPOULY** and **JAMES ADAM PERRY**, a married couple, appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they were duly authorized to execute this instrument and executed the forgoing instrument as their free and voluntary act for the uses and purposes herein mentioned.

DATED this 10 day of June, 2020.

(SEAL)



Notary Public

Print name: Tracy SprinkleResiding at: us BankMy commission expires: 12-18-2023

DATED this 17 day of August, 2020.

**BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON**

Ron Wesen, Chair

Kenneth A. Dahlstedt, Commissioner

Lisa Janicki, Commissioner

Attest:

Clerk of the Board

Recommended:

Department Head

Approved as to form:

Civil Deputy Prosecuting Attorney 8/10/20

Approved as to indemnification:

Risk Manager 8/13/2020

Approved as to budget:

Budget & Finance Director

Authorization per Resolution: R20160001

County Administrator

EXHIBIT "A"
LEGAL DESCRIPTION FOR DRAINAGE EASEMENT AREA
Skagit County Assessor Tax Parcel No.: P113089

A STRIP OF LAND, FOR DRAINAGE, MAINTENANCE, AND MOWING, LYING IN SECTION 22, TOWNSHIP 36 NORTH, RANGE 03 EAST W.M., COUNTY OF SKAGIT, STATE OF WASHINGTON, MORE PARTICULARLY DESCRIBES 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 THE EXISTING DRAINAGE CHANNEL PARALLEL WITH A CREEK KNOWN AS COLONY CREEK, RUNNING NORTH TO SOUTH. TOGETHER WITH; A STRIP OF LAND BEING 15 FEET WIDE, ON THE WEST SIDE, THE EASTERLY LINE WHICH IS COINCIDENT WITH THE TOP THE WEST BANK OF SAID DRAINAGE CHANNEL, RUNNING NORTH TO SOUTH.

LOCATION OF COLONY CREEK AS OF FEBRUARY 2020.

ALL FALLING WITHIN THE ABOVE PARCEL 113089.

Situate in Skagit County, State of Washington.

EXHIBIT "B"
GRAPHIC DEPICTION OF TEMPORARY EASEMENT AREA
Skagit County Assessor Tax Parcel No.: P113089

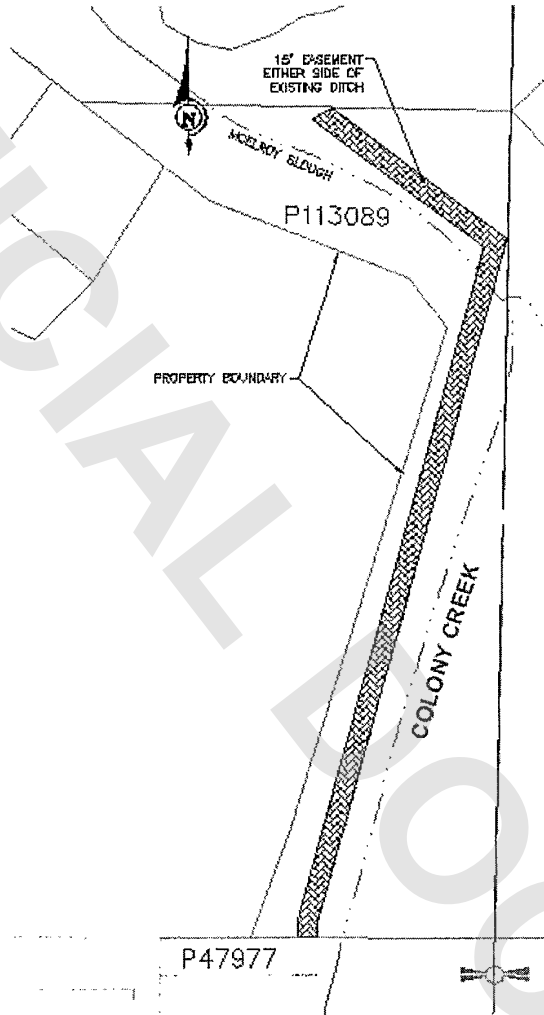


EXHIBIT "C"
LEGAL DESCRIPTION OF GRANTORS' PROPERTY
Skagit County Assessor Tax Parcel No.: P113089

Lots 2 and 3 of SKAGIT COUNTY SHORT PLAT NO. 97-0069, approved February 1, 2000, and recorded February 4, 2000, under Auditor's File No. 200002040101, records of Skagit County, Washington; being a portion of East-Half of the Southwest Quarter of Section 22, Township 36 North, Range 3 East of the Willamette Meridian;

EXCEPT that portion of Lot 3, Skagit County Short Plat No. 97-0069, approved February 1, 2000, and recorded February 4, 2000, under Auditors File No. 200002040101, records of Skagit County, Washington, more particularly described as follows:

Commencing at the most Southerly corner of Lot 1 said Skagit County Short Plat No. 97-0069;
Thence North $52^{\circ}34'10''$ West along the Southwesterly line of said Lot 1 a distance of 224.95 feet to the Westerly corner of said Lot 1;
Thence South $10^{\circ}39'25''$ East a distance of 200.29 feet;
Thence South $64^{\circ}19'30''$ East a distance of 63.10 feet;
Thence North $44^{\circ}05'40''$ East a distance of 121.76 feet to the point of beginning.

Exhibit "D"
PROJECT DESCRIPTION
Skagit County Assessor Tax Parcel No.: P113089

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

