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When Recorded Mail To:

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

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY *Ann Thompson*
DATE 5-13-22

DOCUMENT TITLE: TEMPORARY MAINTENANCE EASEMENT

REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*

GRANTOR(S): SHAMSHER S. SANDHU AND DHARMVIR K. SANDHU, husband and wife.

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

ABBREVIATED LEGAL DESCRIPTION: Section 35, Township 36 North, Range 03 East, and Section 27, Township 36 North, and Range 03 East (Complete LEGAL DESCRIPTION provided at *Exhibit "C"*).

ASSESSOR'S TAX / PARCEL NUMBER(S): P48710 (XrefID: 360335-2-005-0005); and
P48437 (XrefID: 360327-4-001-0005)

TEMPORARY MAINTENANCE EASEMENT

The undersigned, SHAMSHER S. SANDHU AND DHARMVIR K. SANDHU, 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 mowing and vegetation management, 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 22nd day of March 2022, 2021.

Shamsher S. Sandhu
SHAMSHER S. SANDHU

DATED this 22nd day of March 2022, 2021.

Dharmvir K. Sandhu
DHARMVIR K. SANDHU

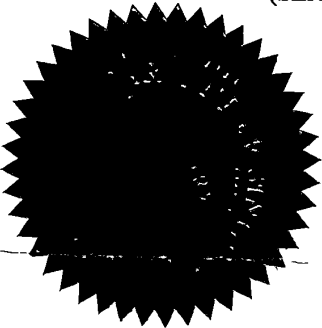
Province of British Columbia, Canada

City of Abbotsford } ss.

I certify that I know or have satisfactory evidence that SHAMSHER S. SANDHU and DHARMVIR K. SANDHU, 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 22 day of March, 2021

(SEAL)



Notary Public
Print name: _____
Residing at: _____
My commission expires: _____

Parminder Singh

PARMINDER SINGH
Barrister & Solicitor
Kahlon Law Office
#202-2589 Cedar Park Place,
Abbotsford, B.C., V2T 3S4
604 746-0786

DATED this 21 day of April, 2022.

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

Peter Browning, Chair

Ron Wesen, Commissioner

Lisa Janicki, Commissioner

Attest:

Clerk of the Board

XXXXXXXXXXXXXXXXXXXX
Authorization per Resolution XX-000000-120160001

Lisha Logne
County Administrator

Recommended:

[Signature]
Department Head

Approved as to form:

[Signature] 4/15/22
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Bonnie Beddall
Risk Manager

Approved as to budget:

Lisha Logne
Budget & Finance Director

EXHIBIT "A"
TEMPORARY EASEMENT LEGAL DESCRIPTION
Skagit County Assessor Tax Parcel No.: P48710 & P48437

A STRIP OF LAND, FOR DRAINAGE, MAINTENANCE, AND MOWING, LYING IN SECTION 37, TOWNSHIP 36 NORTH, RANGE 03 EAST W.M., COUNTY OF SKAGIT, STATE OF WASHINGTON, MORE PARTICULARLY DESCRIBED BELOW;

SAID STRIP OF LAND BEING 15 FEET WIDE, LYING ON THE WEST SIDE OF THE EXISTING DRAINAGE DITCH RUNNING SOUTH TO NORTH, THE EASTERLY LINE BEING COINCIDENT WITH THE TOP OF THE WEST BANK OF THE DRAINAGE DITCH. TOGETHER WITH, A STRIP OF LAND BEING 15 FEET WIDE LYING ON THE EAST SIDE OF SAID DRAINAGE DITCH RUNNING SOUTH TO NORTH, THE WESTERLY BOUNDARY BEING COINCIDENT WITH THE TOP OF THE EAST BANK, THE WESTERN BOUNDARY OF SAID EASEMENT BEING PARALLEL WITH THE COUNTY ROAD RIGHT OF WAY KNOWN AS COLONY ROAD AND KALLSTROM ROAD, SAID EASEMENT BEING OF VARYING WIDTHS LESS THAN OR EQUAL TO 15 FEET, OVER AND ACROSS THE FOLLOWING TRACT: THE NE ¼ OF THE SE ¼ OF SECTION 27.

TOGETHER WITH; A STRIP OF LAND, FOR DRAINAGE, MAINTENANCE, AND MOWING, IN SECTION 27, TOWNSHIP 36 NORTH, RANGE 03 EAST, W.M., COUNTY OF SKAGIT, STATE OF WASHINGTON, MORE PARTICULARLY DESCRIBED BELOW;

SAID STRIP OF LAND, BEING 15 FEET WIDE, LYING ON THE WEST SIDE OF THE EXISTING DRAINAGE DITCH RUNNING SOUTH TO NORTH, THE EASTERLY LINE BEING COINCIDENT WITH THE TOP OF THE WEST BANK OF SAID DRAINAGE DITCH. TOGETHER WITH; A STRIP OF LAND BEING 15 FEET WIDE, THE WESTERLY LINE BEING COINCIDENT WITH THE TOP OF THE EAST BANK, THE EASTERLY LINE BEING PARALLEL TO THE COUNTY RIGHT OF WAY KNOWN AS COLONY ROAD, SAID EASEMENT BEING OF VARYING WIDTHS LESS THAN OR EQUAL TO 15 FEET, OVER AND ACROSS THE FOLLOWING TRACT; THE NE ¼ OF THE SE ¼ OF SECTION 27.

ALL FALLING WITHIN PARCEL 48437. SAID SOUTH TO NORTH DRAINAGE DITCH AS OF 2019.

AND;

A STRIP OF LAND, FOR DRAINAGE, MAINTENANCE, AND MOWING, LYING IN SECTION 35, TOWNSHIP 36 NORTH, RANGE 03 EAST W.M., COUNTY OF SKAGIT, STATE OF WASHINGTON, MORE PARTICULARLY DESCRIBED BELOW;

A STRIP OF LAND, BEING 15 FEET WIDE, LYING ON THE SOUTH SIDE OF THE EXISTING DRAINAGE DITCH RUNNING WEST TO EAST, THE NORTHERLY LINE BEING COINCIDENT WITH THE TOP OF THE SOUTH BANK OF SAID DRAINAGE DITCH. TOGETHER WITH, A STRIP OF LAND BEING 15 FEET WIDE, LYING ON THE NORTH SAID OF ABOVE MENTIONED DRAINAGE DITCH, THE SOUTHERLY LINE BEING COINCIDENT WITH THE TOP OF THE NORTH BANK, OVER AND ACROSS THE FOLLOWING TRACT; THE NORTH ½ OF THE SW ¼ OF THE NW ¼ OF SECTION 35.

TOGETHER WITH;

A STRIP OF LAND, BEING 15 FEET WIDE, LYING ON THE WEST SIDE OF THE EXISTING DRAINAGE DITCH RUNNING SOUTH TO NORTH, THE EASERLY LINE BEING COINCIDENT WITH THE TOP OF THE WEST BANK OF SAID DRAINAGE DITCH. TOGETHER WITH, A STRIP OF LAND BEING 15 FEET WIDE LYING ON THE EAST SIDE OF ABOVE MENTIONED DRAINAGE DITCH, THE WESTERLY LINE BEING COINCIDENT WITH THE TOP OF THE EAST BANK OF SAID DRAINAGE DITCH, OVER AND ACROSS THE FOLLOWING TRACT; THE NE $\frac{1}{4}$ OF THE SW $\frac{1}{4}$ OF THE NW $\frac{1}{4}$ OF SECTION 35.

TOGETHER WITH;

A STRIP OF LAND, BEING 15 FEET WIDE, LYING ON THE SOUTH SIDE OF THE EXISTING DRAINAGE DITCH RUNNING WEST TO EAST, THE NORTHERLY LINE BEING COINCIDENT WITH THE TOP OF THE SOUTH BANK OF SAID DRAINAGE DITCH. TOGETHER WITH, A STRIP OF LAND BEING 15 FEET WIDE, LYING ON THE NORTH SAID OF ABOVE MENTIONED DRAINAGE DITCH, THE SOUTHERLY LINE BEING COINCIDENT WITH THE TOP OF THE NORTH BANK, OVER AND ACROSS THE FOLLOWING TRACT; THE SOUTH $\frac{1}{2}$ OF THE SW $\frac{1}{4}$ OF THE NW $\frac{1}{4}$ OF SECTION 35.

TOGETHER WITH;

A STRIP OF LAND, BEING 15 FEET WIDE, LYING ON THE WEST SIDE OF THE EXISTING DRAINAGE DITCH RUNNING SOUTH TO NORTH, THE EASERLY LINE BEING COINCIDENT WITH THE TOP OF THE WEST BANK OF SAID DRAINAGE DITCH. TOGETHER WITH, A STRIP OF LAND BEING 15 FEET WIDE LYING ON THE EAST SIDE OF ABOVE MENTIONED DRAINAGE DITCH, THE WESTERLY LINE BEING COINCIDENT WITH THE TOP OF THE EAST BANK OF SAID DRAINAGE DITCH, OVER AND ACROSS THE FOLLOWING TRACT; THE EAST $\frac{1}{2}$ OF THE WEST $\frac{1}{2}$ OF THE NW $\frac{1}{4}$ OF THE NW $\frac{1}{4}$ OF SECTION 35.

TOGETHER WITH;

A STRIP OF LAND, BEING 15 FEET WIDE, LYING ON THE WEST SIDE OF THE EXISTING DRAINAGE DITCH RUNNING SOUTH TO NORTH, THE EASERLY LINE BEING COINCIDENT WITH THE TOP OF THE WEST BANK OF SAID DRAINAGE DITCH, THE WESTERLY LINE BEING PARALLEL TO THE EAST PROPERTY LINE OF PARCEL 48635, SAID EASEMENT BEING OF VARYING WIDTHS LESS THAN OR EQUAL TO 15 FEET WIDE. TOGETHER WITH, A STRIP OF LAND BEING 15 FEET WIDE LYING ON THE EAST SIDE OF ABOVE MENTIONED DRAINAGE DITCH, THE WESTERLY LINE BEING COINCIDENT WITH THE TOP OF THE EAST BANK OF SAID DRAINAGE DITCH, OVER AND ACROSS THE FOLLOWING TRACT; THE WEST $\frac{1}{2}$ OF THE WEST $\frac{1}{2}$ OF THE NW $\frac{1}{4}$ OF THE NW $\frac{1}{4}$ OF SECTION 35.

ALL FALLING WITHIN PARCEL 48710. EXISTING DRAINAGE DITCHES AS OF 2019.

EXHIBIT "B"
GRAPHIC DEPICTION OF TEMPORARY EASEMENT AREA
Skagit County Assessor Tax Parcel No.: P48710 & P48437

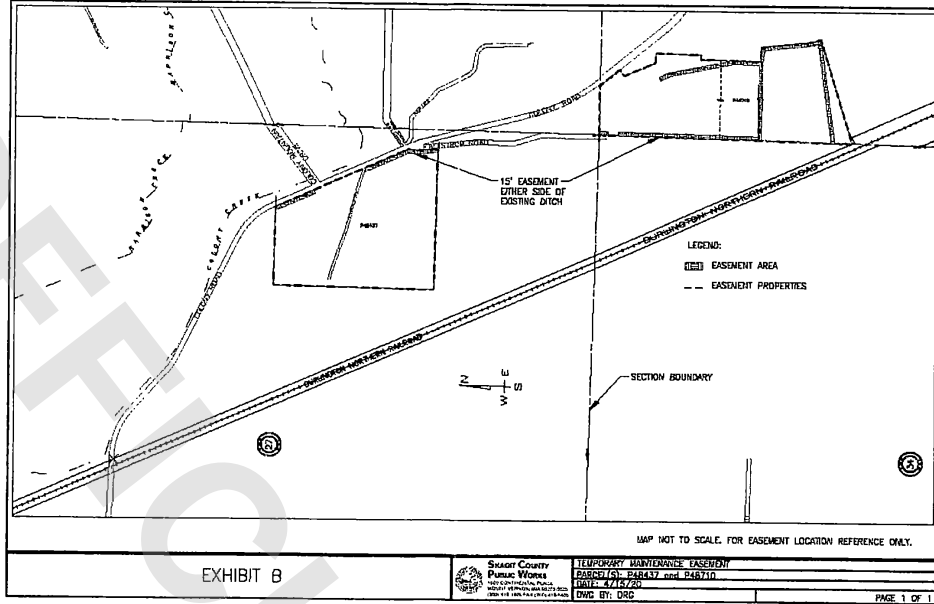


EXHIBIT "C"
LEGAL DESCRIPTION OF GRANTORS' PROPERTY
Skagit County Assessor Tax Parcel No.: P48710 & P48437

That portion of the Northwest quarter of the Northwest quarter in Section 35, Township 36 North, Range 3 East of W.M., lying Southwesterly of the County Road, except that portion thereof lying Easterly of the following described line; Beginning at a point on the South line of said subdivision which is 660 feet East of the West line thereof; thence North parallel with the West line of said subdivision to a point which is 825 feet South and 660 feet East of the Northeast corner thereof; thence North $88^{\circ}38'32''$ East parallel with the South line of said subdivision, a distance of 39 feet; thence North $0^{\circ}15'15''$ West a distance of 487.08 feet, more or less, to the South line of the County Road and the terminal point of the line being described. Also, except that portion described as follows: Beginning at the above described terminal point; thence South $00^{\circ}05'19''$ West, a distance of 124.00 feet; thence North $89^{\circ}54'41''$ West a distance of 79.00 feet; thence North $25^{\circ}20'34''$ West a distance of 276.04 feet; thence North $48^{\circ}21'09''$ East a distance of 64.00 feet to said South right of way line of the Colony Road; thence South $41^{\circ}38'51''$ East along said South right of way line a distance of 225 feet to the point of beginning. Also, including that portion of the Southwest quarter of the Northwest quarter of Section 35, Township 36 North, Range 3 East of W.M., more particularly described as follows: Beginning at the West quarter corner of said Section 35; thence North $0^{\circ}05'15''$ West along the West line of the Northwest quarter of said section, 709.57 feet to the Easterly line of the Great Northern Railway right of way and the true point of beginning; thence continue North $0^{\circ}05'15''$ West 624.03 feet to the Northwest corner of the Southwest quarter of the Northwest quarter of said Section; thence North $88^{\circ}38'32''$ East along the North line of said Southwest quarter of the Northwest quarter 781.75 feet; thence South $8^{\circ}09'25''$ East 423.39 feet; thence South $21^{\circ}04'41''$ East 75 feet, more or less, to the centerline of an existing drainage ditch; thence Southwesterly to the point of beginning. Situate in Skagit County, Washington.

And

The Northeast quarter of the Southeast quarter lying West of Colony Road in Section 27, Township 36 North, Range 3 East of W.M.
Situate in Skagit County, Washington.

Exhibit "D"
PROJECT DESCRIPTION
Skagit County Assessor Tax Parcel No.: P48710 & P48437

- Mowing is to be performed on the drainage ditches located on the property.
- Property is to be left in similar condition as when the contractor entered the property.

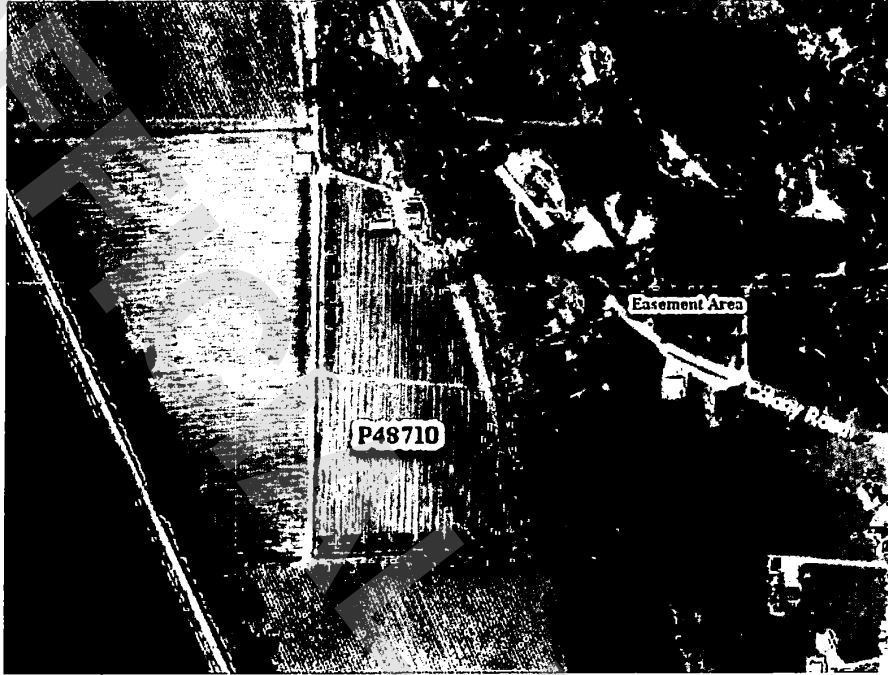


Exhibit "D" Continued
PROJECT DESCRIPTION
Skagit County Assessor Tax Parcel No.: P48710 & P48437

