

840838

TEMPORARY EASEMENT AND WAIVER OF DAMAGES

THIS AGREEMENT, Made this 13 day of August, 1976, between  
ELLA ATTWELL

whose address is Route 1, Sedro Woolley, WA  
herein referred to as the Grantor and SKAGIT COUNTY, a Municipal Corporation, herein  
referred to as the Grantee,

W I T N E S S E T H:

WHEREAS, the Grantor is the owner of property in Skagit County, and the Grantor  
are desirous of minimizing flood damage in Skagit County by making improvements on the  
Grantor's property;

IT IS HEREBY AGREED that SKAGIT COUNTY, GRANTEE, shall in consideration of  
mutual covenants herein, have the right to enter, use and/or improve a 60 foot strip  
of land, which lies on the following described property:

A sixty (60) foot strip of land parallel and adjacent with the right bank  
of the Skagit River across Government Lot five (5) in Section 23, Township  
35 North, Range 5 East W.M.

This Easement shall grant Skagit County the right of ingress and egress upon  
the above described property, the right to construct a rock rip-rap bulkhead for the  
purpose of flood control. To clear land, build road, and enjoy those rights granted  
by this instrument to satisfactorily complete the above construction.

Skagit County shall have the right to contract with third parties for work  
along said strip of land, and that this Easement and the rights stated herein, granted  
to Skagit County shall extend to such third parties.

Skagit County makes no commitment as to the location, nature of, or extent  
of flood control improvements to be made along said strip of land, or the date of said  
improvement, if any, are made, nor shall Skagit County be responsible for maintaining  
any improvements, once they have been made along said strip of land.

The Grantor shall be responsible for operating and maintaining the above  
described works of improvement.

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The Grantor waives all claim for damage of whatsoever nature which may be claimed to be as a result of the work of the Grantee in clearing and protecting the bank as hereinabove set forth.

The Grantor hereby covenants with the Grantee that this Agreement shall terminate upon completion of the work except that the Grantor shall be responsible for operating and maintaining the above described works of improvement.

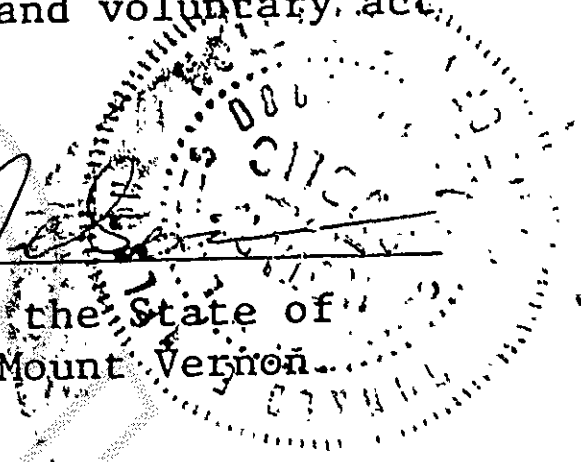
Ella Attwell

GRANTOR

STATE OF WASHINGTON )  
                                  ) ss  
COUNTY OF SKAGIT    )

I, Don Nelson, a Notary Public in and for the State of Washington do hereby certify that on this 13 day of August, 1976, A.D., personally appeared before me Ella Attwell to me known to be the individuals described in and who executed the within instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the purposes therein mentioned.

Donald E. Nelson  
Notary Public in and for the State of Washington, residing at Mount Vernon



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SECRETARY  
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*Engr office*

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