

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 WASHINGTON  
REAL ESTATE EXCISE TAX

MAR 15 2012

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



201203150009  
Skagit County Auditor

3/15/2012 Page 1 of 10 8:35AM

DOCUMENT TITLE: TEMPORARY MAINTENANCE EASEMENT

SKAGIT COUNTY  
Contract # C20120087  
Page 1 of 10

REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*

GRANTOR(S): CHRIS BURROUGHS and ELENA BURROUGHS, Husband and wife

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

ASSESSOR'S TAX / PARCEL NUMBER(S): P74723 (XrefID: 4136-004-013-0006)

ABBREVIATED LEGAL DESCRIPTION: RESERVE TO MONTBORNE, BLOCK 4, LOT 13, TGW PTN ABND NP RLY R/W ABUTTING TGW PTN ABND NP RLY R/W ABUTTING (Complete LEGAL DESCRIPTION provided at Exhibit "C").

ASSESSOR'S TAX / PARCEL NUMBER(S): P74721 (XrefID: 4136-004-002-0009)

ABBREVIATED LEGAL DESCRIPTION: RESERVE TO MONTBORNE, BLOCK 4, LOT 1 & 2, TGW PTN ABND NP RLY T/W ELY OF C/L SD & SWLY LI C/L JACKSON ST TGW PTN ABND NP RLY T/W ELY OF C/L SD & SWLY LI C/L JACKSON ST (Complete LEGAL DESCRIPTION provided at Exhibit "C").

#### TEMPORARY MAINTENANCE EASEMENT

The undersigned, Chris Burroughs and Elena Burroughs, 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 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), 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 on September 30, 2012, 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; Caption's & 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 27<sup>TH</sup> day of December, 2011.

  
Print Name: Chris Burroughs

GRANTOR:

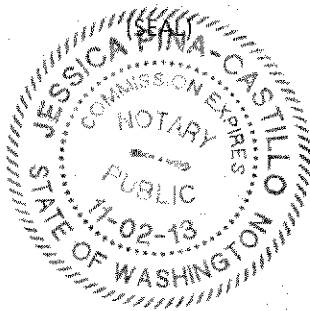
DATED this 27<sup>TH</sup> day of December, 2011.


  
Print name: ELENA BURROUGHS

STATE OF WASHINGTON }  
COUNTY OF SKAGIT King } ss.

I certify that I know or have satisfactory evidence that CHRIS BURROUGHS and ELENA BURROUGHS, husband and wife, are the person(s) who appeared before me, and said person(s) 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 27<sup>TH</sup> day of December, 2011.



  
Notary Public  
Print name: Jessica Pina-Castillo  
Residing at: Woodinville, WA  
My commission expires: Nov 2, 2013



DATED this 6 day of March, 2012.

~~BOARD OF COUNTY COMMISSIONERS  
SKAGIT COUNTY, WASHINGTON~~

~~\_\_\_\_\_  
Kenneth A. Dahlstedt, Chairman~~

~~\_\_\_\_\_  
Sharon D. Dillon, Commissioner~~

~~\_\_\_\_\_  
Ron Wesen, Commissioner~~

Attest:

\_\_\_\_\_  
Clerk of the Board

Authorization per Resolution R20050224

*[Signature]*  
County Administrator

Recommended:

*[Signature]*  
Department Head

Approved as to form:

*[Signature]* 3/12/12  
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

*[Signature]*  
Risk Manager

Approved as to budget:

*[Signature]*  
Budget & Finance Director



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EXHIBIT "A"  
P74721 & P74723  
TEMPORARY MAINTENANCE EASEMENT LEGAL DESCRIPTION

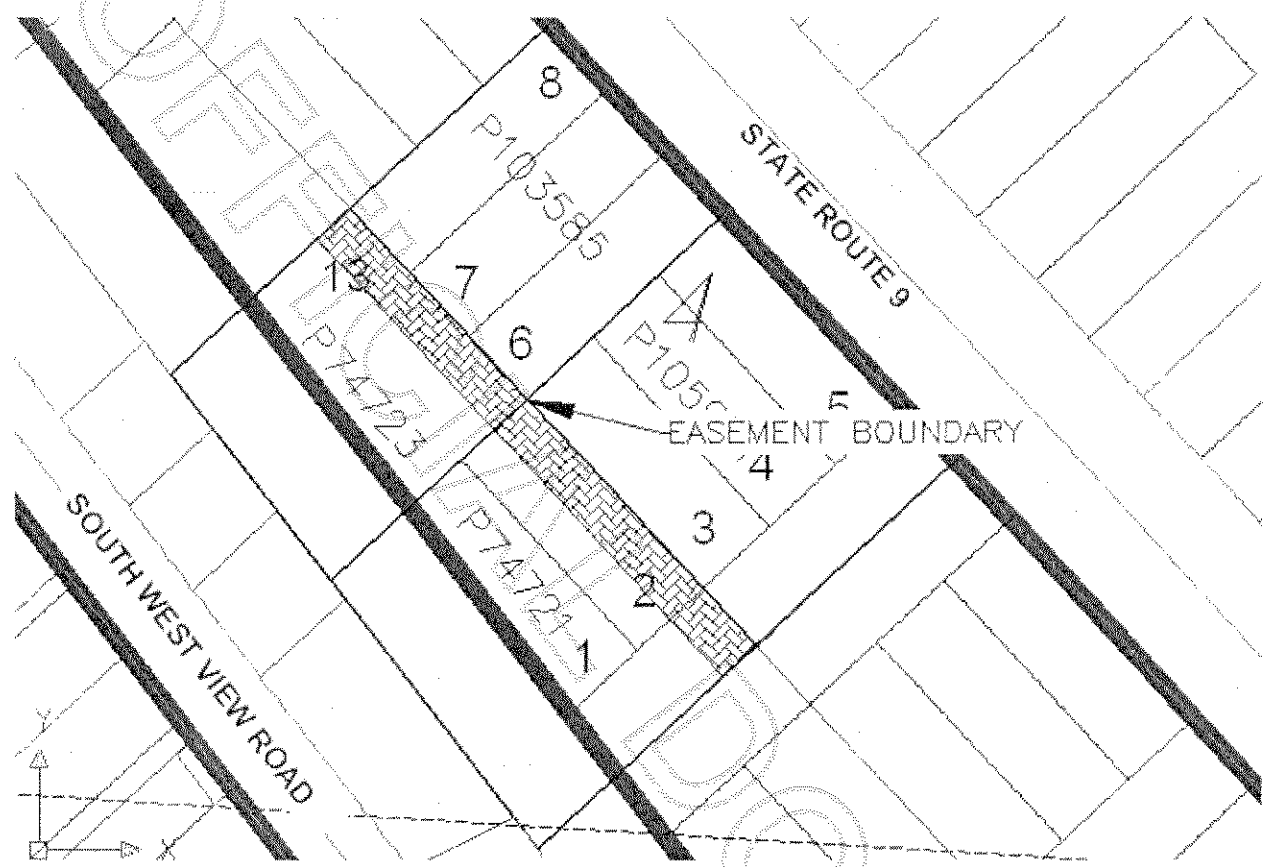
TEMPORARY EASEMENT COMMENCES WITHIN THE PLAT OF RESERVE ADDITION TO THE TOWN OF MONTBORNE BLOCK 4; ALONG THE EASTERLY MOST CORNER OF LOT LINE OF LOT 2 TO THE TRUE POINT OF BEGINNING; THENCE 230± FEET NORTHERNLY ALONG EASTERLY LOT LINE OF LOT 2 AND 13; 35 FEET SOUTHERLY AT THE SOUTHERLY MOST CORNER OF LOT LINE OF LOT 2; WHICH IS THE TERMINUS OF THIS DESCRIPTION. TEMPORARY CONSTRUCTION EASEMENT SHALL BE 20 FEET IN WIDTH WEST SIDE OF LOT LINE OF LOT 2 AND 13. ACCESS TO THE TEMPORARY EASEMENT IS REACHED VIA THE LANDOWNER'S PROPERTY.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.



EXHIBIT "B"  
P74721 & P74723  
GRAPHIC DEPICTION OF TEMPORARY MAINTENANCE EASEMENT AREA

ASSESSOR'S MAP WITH TEMPORARY EASEMENT BOUNDARY



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**EXHIBIT "C"**  
**LEGAL DESCRIPTION OF GRANTOR'S PROPERTY**  
**Skagit County Assessor Tax Parcel No.: P74721 & P74723**

The land referred to herein is situated in the County of Skagit, State of Washington, and is described as follows:

**Parcel "A":**

Lots 1 and 2, Block 4, "PLAT OF RESERVE ADDITION TO THE TOWN OF MONTBORNE IN SKAGIT COUNTY, WASHINGTON", as per plat recorded in Volume 2 of Plats, page 59, records of Skagit County, Washington; TOGETHER WITH the Northwesterly 1/2 of Jackson Street abutting thereon.

**Parcel "B":**

That portion of the 100 foot wide railroad right of way, commonly known as the Northern Pacific Railway (and originally conveyed to the Seattle Lake Shore and Eastern Railway) lying Easterly of Line "RR" described below and between the Southwesterly extension of the Northwesterly line of Lot 1, Block 4, "PLAT OF RESERVE ADDITION TO THE TOWN OF MONTBORNE IN SKAGIT COUNTY, WASHINGTON", as per plat recorded in Volume 2 of Plats, page 59, records of Skagit County, Washington, and the Southwesterly extension of the centerline of Jackson Street.

Line "RR": Beginning at a point on the North line of the South 1/2 of Government Lot 6 of Section 6, Township 33 North, Range 5 East, W.M., which is midway between the centerline of the original 100 foot wide right of way of the Seattle Lake Shore and Eastern Railway and the centerline of the last mainline track of the Northern Pacific Railway as it existed in 1970; thence Northerly on a line drawn between the centerline of the original 100 foot wide right of way and the centerline of the above described mainline track to the point of intersection of said centerlines, said point being the terminus of this line description.

**Parcel "C":**

Easement for ingress, egress and utilities as reserved by Deed recorded July 24, 1998 under Auditor's File No. 9807240125 across property contiguous to the Southwest. (For the benefit of Parcels "A" and "B")



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Parcel "D":

Lot 13, Block 4, "PLAT OF RESERVE ADDITION TO THE TOWN OF MONTBORNE IN SKAGIT COUNTY, WASHINGTON", as per plat recorded in Volume 2 of Plats, page 59, records of Skagit County, Washington.

Parcel "E":

That portion of the 100 foot wide railroad right of way, commonly known as the Northern Pacific Railway (and originally conveyed to the Seattle Lake Shore and Eastern Railway) lying Easterly of Line "RR" described below and between the Southwesterly extension of the Northwesterly line of Lot 13, Block 4, "PLAT OF RESERVE ADDITION TO THE TOWN OF MONTBORNE IN SKAGIT COUNTY, WASHINGTON", as per plat recorded in Volume 2 of Plats, page 59, records of Skagit County, Washington, and the Southwesterly extension of the Southeasterly line of Lot 15, Block 4, of said Plat.

Line RR:

Beginning at a point on the North line of the South 1/2 of Government Lot 6 of Section 6, Township 33 North, Range 5 East, W.M., which is midway between the centerline of the original 100 foot wide right of way of the Seattle Lake Shore and Eastern Railway and the centerline of the last mainline track of the Northern Pacific Railway as it existed in 1970; thence Northerly on a line drawn midway between the centerline of the original 100 foot wide right of way and the centerline of the above described mainline track to the point of intersection and said centerlines, said point being the terminus of this line description.





**Exhibit "D"**  
**PROJECT DESCRIPTION**

**Project shall include:**

County Crews will excavate material from the existing conveyance system (Figures 1, 2 & 3). Crews shall grade the system to continue to flow to the existing outfall pipe.

All excavated material shall be removed from the site and disposed of at an approved location.

Crews shall enter the maintenance limits via Parcel #P74723.

County crews shall grade maintenance limits to meet existing ground, hydro seeding as needed.

Figure 1.



Figure 2.



Exhibit "D"  
PROJECT DESCRIPTION  
CONTINUED

Figure 3.



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