



201204110060

Skagit County Auditor

4/11/2012 Page 1 of 9 2:45PM

Recording Requested By And  
When Recorded Mail To:

Skagit County  
Public Works Department  
Attn: Nikki Davis  
1800 Continental Place  
Mount Vernon, Washington 98273

DOCUMENT TITLE: **TEMPORARY MAINTENANCE EASEMENT**

SKAGIT COUNTY  
Contract # C20120148  
Page 1 of 9

REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*

GRANTOR(S): **Doreen K. Nystrom**, Individual and Personal Representative for the Estate of Daniel M. Nystrom

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

ABBREVIATED LEGAL DESCRIPTION: WEST VIEW TO MONTBORNE LOT 11, TOGETHER WITH THAT PORTION OF THE 100 FOOT WIDE RAILROAD RIGHT-OF-WAY, COMMONLY KNOWN AS AS THE NORTHERN PACIFIC RAILWAY (AS ORIGINALLY CONVEYED TO THE SEATTLE LAKE SHORE AND EASTERN RAILWAY), ADJOINING THE PLAT OF "WEST VIEW, REPLAT OF BLOCK 40, MONTBORNE, SKAGIT COUNTY, WASHINGTON", AS PER PLAT RECORDED IN VOLUME 6 OF PLATS, PAGE 5, RECORDS OF SKAIT COUNTY, WASHINGTON, THAT LIES WESTERLY OF THE CENTERLINE OF SAID RIGHT-OF-WAY AND BETWEEN THE NORTHEASTERLY EXTENSIONS OF BOTH THE NORTHWESTERLY AND SOUTHEASTERLY LINES OF LOT 11 OF SAID PLAT; EXCEPT THAT PORTION THEREOF, IF ANY, LYING WITHIN A COUNTY ROAD RIGHT-OF-WAY. (Complete LEGAL DESCRIPTION provided at *Exhibit "C"*).

ASSESSOR'S TAX / PARCEL NUMBER(S): **P74752** (XrefID: 4137-000-011-0005)

**TEMPORARY MAINTENANCE EASEMENT**

The undersigned, **Doreen K. Nystrom**, Individual and Personal Representative for the Estate of Daniel M. Nystrom, ("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 October 31, 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; 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.



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Skagit County Auditor

GRANTOR:

DATED this 5<sup>th</sup> day of March, 2012.

Doreen K. Nystrom  
Print Name: Doreen K. Nystrom

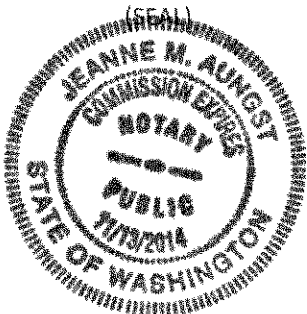
STATE OF WASHINGTON

COUNTY OF SKAGIT

} ss.

I certify that I know or have satisfactory evidence that **Doreen K. Nystrom**, Individual and Personal Representative for the Estate of Daniel M. Nystrom, is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she executed the forgoing instrument as her free and voluntary act for the uses and purposes herein mentioned.

DATED this 5<sup>th</sup> day of March, 2012.



Notary Public Jeanne M. Aungst  
Print name: Jeanne M. Aungst  
Residing at: Seaco Woodley  
My commission expires: 11/13/2014

Easement Only  
SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

APR 11 2012

Amount Paid \$ 9  
By [Signature] Skagit Co. Treasurer  
Deputy



201204110060  
Skagit County Auditor

**GRANTEE:**

DATED this 9 day of April, 2012.

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

ABSENT

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

Sharon D. Dillon  
Sharon D. Dillon, Commissioner

Ron Wesen  
Ron Wesen, Commissioner

Attest:

Linda Hermans  
Clerk of the Board

Approved:

\_\_\_\_\_  
Tim Holloran, County Administrator  
(Authorization per Resolution # R20050224)

Recommended:

Henry Hill  
Department Head

Approved as to form:

[Signature] 3/28/12  
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Brecci Kadimas 4/2/2012  
Risk Manager

Approved as to budget:

[Signature]  
Budget & Finance Director



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EXHIBIT "A"

P74752

TEMPORARY MAINTENANCE EASEMENT LEGAL DESCRIPTION

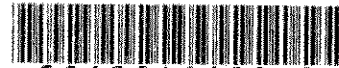
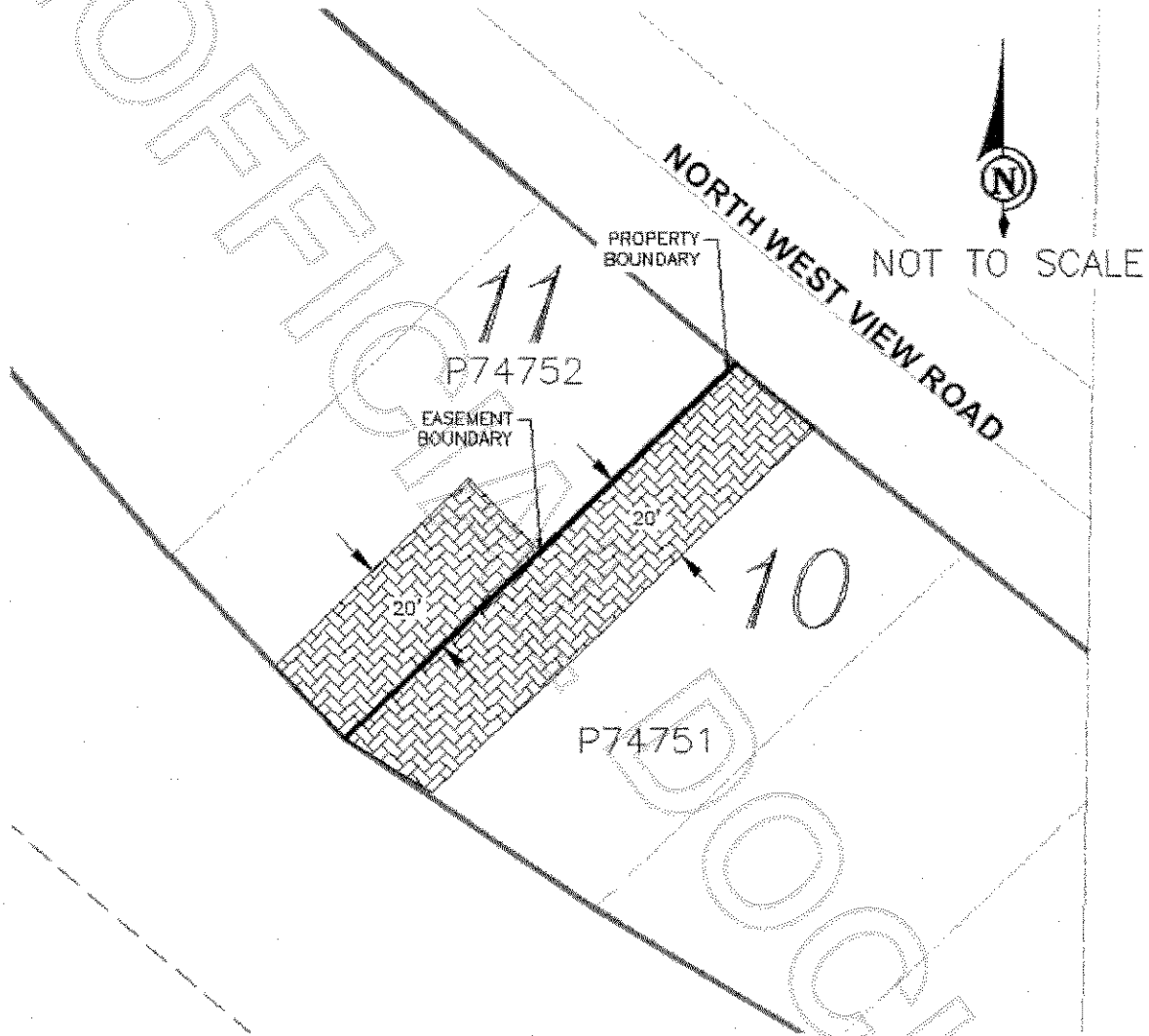
A TEMPORARY EASEMENT, 20 FEET IN WIDTH, FOR THE PURPOSES OF OUTFALL MAINTENANCE, OVER, UNDER AND UPON THAT CERTAIN STRIP OF LAND BEING A PORTION OF LOT 11, AS SAID PARCEL IS SHOWN UPON THAT CERTAIN MAP ENTITLED "WEST VIEW, REPLAT OF BLOCK 40, MONTBORNE, RECORDED JANUARY 6, 1946, IN VOLUME 6 OF PLATS, PAGE 5, IN SKAGIT COUNTY, WA, THE EASEMENT BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE EASTERN MOST CORNER OF LOT 11, DESCRIBED ABOVE; THENCE SOUTHWESTERLY ALONG THE LOT LINE BETWEEN LOTS 10 AND 11, A DISTANCE OF +- 54 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTHWESTERLY ALONG SAID LOT LINE BETWEEN LOTS 10 AND 11 TO THE LINE OF ORDINARY HIGH WATER, A DISTANCE OF +- 54 FEET, WHICH IS THE TERMINUS OF THE LINE. THE EASEMENT BEING 20 FEET PARALLEL TO AND NORTHWESTERLY OF THE ABOVE DESCRIBED LINE, ALL LYING WITHIN LOT 11.



EXHIBIT "B"  
P74752

GRAPHIC DEPICTION OF TEMPORARY MAINTENANCE EASEMENT AREA



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EXHIBIT "C"

LEGAL DESCRIPTION OF GRANTOR'S PROPERTY  
Skagit County Assessor Tax Parcel No.: P74752

Assessor's Parcel No: **P74752 4137-000-011-0005**

WEST VIEW TO MONTBORNE LOT 11, TOGETHER WITH THAT PORTION OF THE 100 FOOT WIDE RAILROAD RIGHT-OF-WAY, COMMONLY KNOWN AS AS THE NORTHERN PACIFIC RAILWAY (AS ORIGINALLY CONVEYED TO THE SEATTLE LAKE SHORE AND EASTERN RAILWAY), ADJOINING THE PLAT OF "WEST VIEW, REPLAT OF BLOCK 40, MONTBORNE, SKAGIT COUNTY, WASHINGTON", AS PER PLAT RECORDED IN VOLUME 6 OF PLATS, PAGE 5, RECORDS OF SKAIT COUNTY, WASHINGTON, THAT LIES WESTERLY OF THE CENTERLINE OF SAID RIGHT-OF-WAY AND BETWEEN THE NORTHEASTERLY EXTENSIONS OF BOTH THE NORTHWESTERLY AND SOUTHEASTERLY LINES OF LOT 11 OF SAID PLAT; EXCEPT THAT PORTION THEREOF, IF ANY, LYING WITHIN A COUNTY ROAD RIGHT-OF-WAY.



Exhibit "D"  
PROJECT DESCRIPTION

Project shall consist of:

Skagit County and/or Contractor, referred to as "Crew(s)" within this description, shall perform all work listed below.

- Crews shall remove existing Armor rock where displaced within the existing conveyance system (Figure 1.).
- Work shall begin at the outfall of the existing 36" Corrugated Polyethylene pipe (Figure 2.) and continue to the extent of the open ditch conveyance (figure 3.).
- Rocks shall be set aside to be replaced along the banks of the system.
- Crews shall reconstruct existing banks to a minimum of a 2:1 side slope (Figure 4.).
- Crews shall place in uniform order along the banks the existing armor rock as well as additional armor rock where needed.
- Crews shall also re-rock the bulkhead at the 36" Corrugated Polyethylene Outfall pipe.
- Approximately 6 tons of 4"x8" rock will be used for filling voids where need within the Armor rock.
- Crews may perform minor limbing of existing trees along the left bank as needed.
- At completion of work the crews shall regrade existing lawns to meet existing grade as well as hydroseed as need, so as to return the grounds to same conditions as prior to construction.

Figure 1.

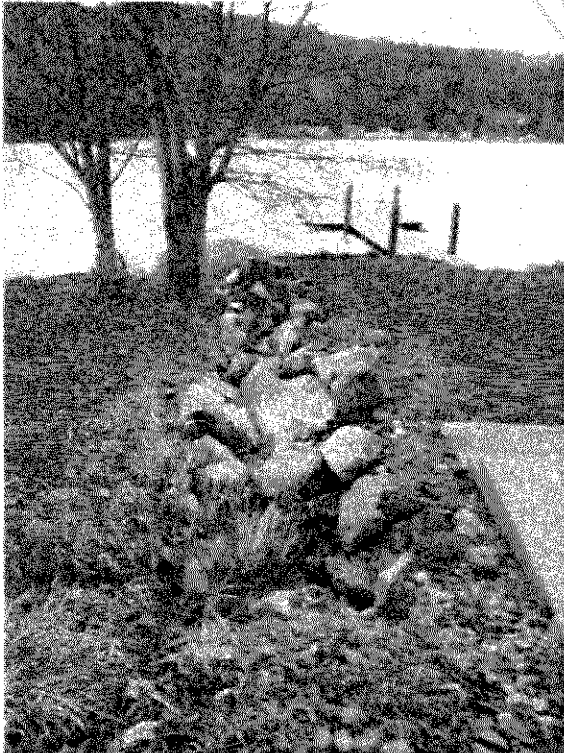


Figure 2.





Figure 3.

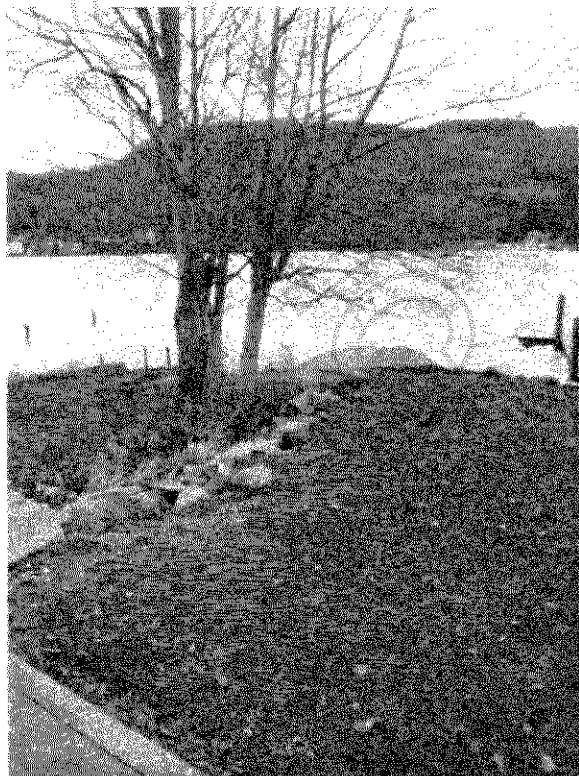


Figure 4.

