



Skagit County Auditor \$81.00
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Recording Requested By And
When Recorded Mail To:

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

POOR ORIGINAL

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

DEC 24 2014

DOCUMENT TITLE: TEMPORARY MAINTENANCE EASEMENT

REFERENCE NUMBER OF RELATED DOCUMENT: Not Applicable

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

GRANTOR(S): Olson Family Farms, L.L.C, a Washington Limited Liability Company

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

ASSESSOR'S TAX / PARCEL NUMBER(S): P130205 (XrefID: 340430-4-010-0100), P29224 (XrefID: 340430-4-010-0000), P28862 (XrefID: 340430-0-053-0006), and P28865 (XrefID: 340430-0-055-0004)

ABBREVIATED LEGAL DESCRIPTION: Section 30 Township 34 North Range 4 East W.M. Ptn. SW ¼. & Ptn. Lot 2 of Short Plat 58-81 (Complete LEGAL DESCRIPTIONS provided in Exhibit "C").

TEMPORARY MAINTENANCE EASEMENT

The undersigned, **Olson Family Farms, L.L.C**, a Washington Limited Liability Company ("Grantor"), 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, nonexclusive maintenance easement and appurtenances thereto ("Temporary Easement"), as provided herein. Grantor 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 Grantor 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 Grantor's 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 Grantor's 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. Grantor shall not have the right to exclude Grantee, Grantee's employees, agents, contractors, or other third parties from the Temporary Easement. Grantor 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 Grantor specifically recognizes and agrees that the Grantee is not responsible or liable for any drainage or surface water impact or damage to Grantor's Property resulting from this Temporary Easement, and Grantor releases and holds harmless Grantee from any drainage or surface water impact or damages to Grantor's 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 Grantor's 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 June 30, 2015, 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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DATED this 23 day of December, 2014.

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

Ron Wesen, Chair

Kenneth A. Dahlstedt, Commissioner


Sharon D. Dillon, Commissioner

Attest:

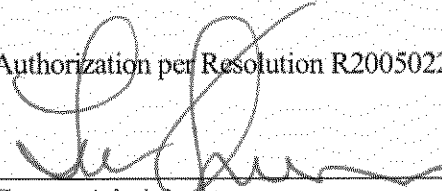
Clerk of the Board

Authorization per Resolution R20050224

Recommended:



Department Head



County Administrator

Approved as to form:




Civil Deputy Prosecuting Attorney

Approved as to indemnification:



Risk Manager

Approved as to budget:



Budget & Finance Director



201412240102

EXHIBIT "A"
TEMPORARY EASEMENT LEGAL DESCRIPTION

A TEMPORARY MAINTENANCE EASEMENT FOR THE PURPOSE OF REPAIR AND MAINTENANCE TO EXISTING DRAINAGE SYSTEM LYING WITHIN OLSON FAMILY FARMS A WAHSINGTON STATE LIMITED LIABILITY COMPANY, PARCEL NUMBERS P28865, P28862, P29224, P100070, P130205 MORE PARTICULARLY DESCRIBED AS FOLLOWS:

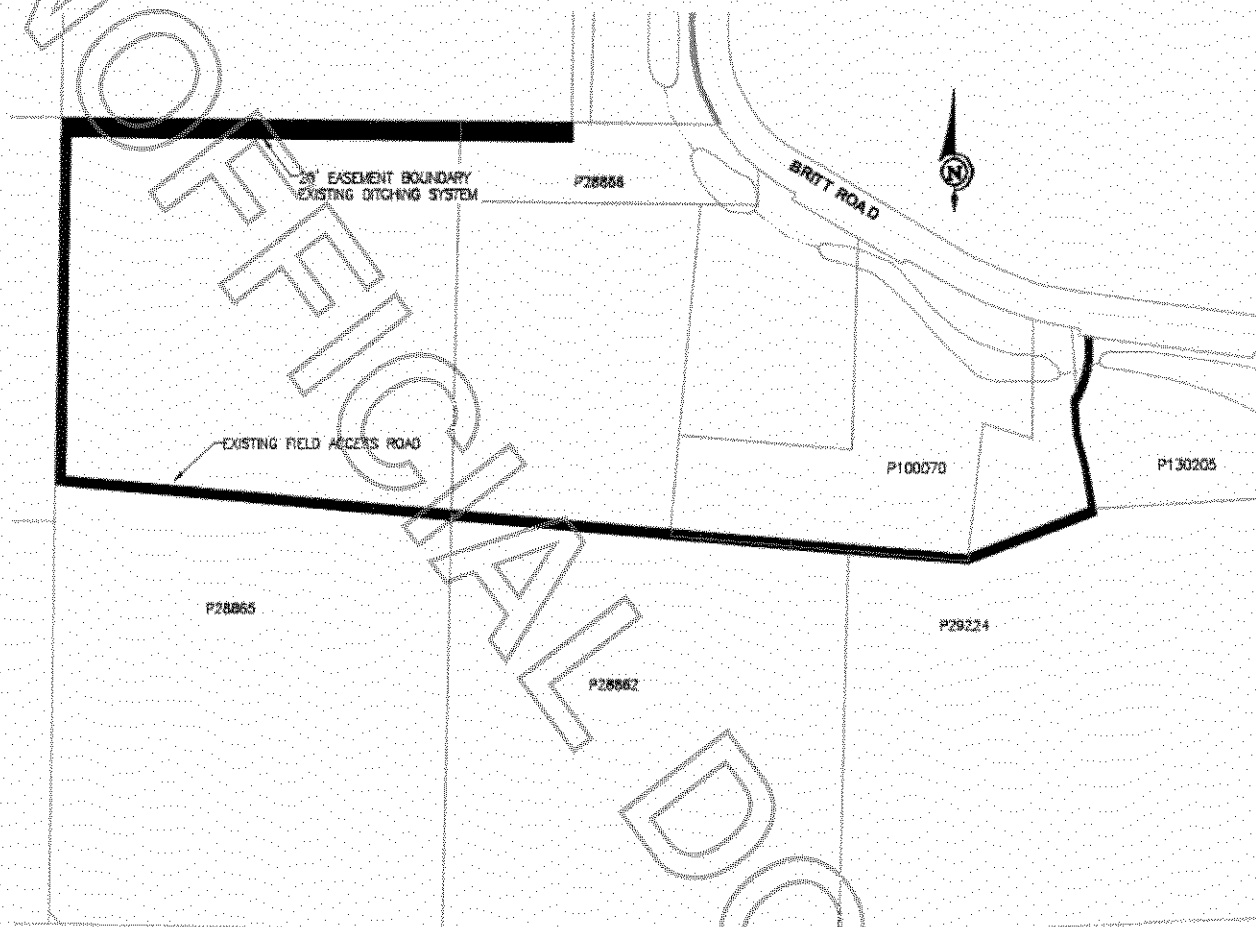
EASEMENTS AREAS AS DESCRIBED IN AUDITOR'S FILE NUMBER 201008050069 AND AUDITOR'S FILE NUMBER 201008050052, RECORDS OF SKAGIT COUNTY, WASHINGTON; ALSO A 20' WIDE STRIP OF LAND BEING 10' ON EITHER SIDE OF THE CENTERLINE OF THE EXISTING FIELD ROADS RUNNING WESTERLY AND NORTHERLY TO NORTH LINE OF THE WEST ½ OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 30 TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M. AS SAID ROADS EXISTED IN DECEMBER 2013; AND ALSO THE NORTH TWENTY FIVE (25') FEET OF SAID WEST ½ OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼.

SITUATE IN SKAGIT COUNTY, STATE OF WASHINGTON.



201412240102

EXHIBIT "B"
GRAPHIC DEPICTION OF TEMPORARY EASEMENT AREA



201412240102

EXHIBIT "C"
LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

This portion of the Southwest ¼ of the Southeast ¼ of Section 30, Township 34 North, Range 4 East, W.M. lying South and West of the County road commonly referred to as Britt Road, formerly Britt Slough Road, running along the East side of Britt's Slough, described as follows:

Beginning at the intersection of the West line of said subdivision with the South line of the Britt Slough Road; thence South 0°06'26" East along said West line a distance of 510 feet to the Southwest corner of that tract of land conveyed to Stanton C. G. Olson, Grantee from Julie Marie Olson, Grantor by the instrument dated January 11, 2002 and recorded January 16, 2002, under Auditor's File No. 200201160011, records of Skagit County, Washington; thence North 89°53'34" East, along the South line of said Stanton Olson tract to the Southeast corner thereof, at right angles to said West line a distance of 190 feet; thence North 0°06'26" West, parallel with the West line of said subdivision along the East line of said Stanton Olson tract, a distance of 410.99 feet, more or less, to the Northeast corner of said Stanton Olson tract at a point on a curve along the South line of the Britt Slough Road, at which point the tangent to said curve bears South 63°05'47" East; thence in a Southeasterly direction along the South line of the Britt Slough Road on a curve to the left having a radius of 603.00 feet and a central angle of 18°28'57"; an arc distance of 194.51 feet to the most

Northeasterly corner of the Randall Olson, et al property as Boundary Line Adjusted on or about this date; thence South 3°46'40" East along the East line of said Randall Olson, et al property; a distance of 101.63 feet to the true point of beginning of the 20 foot wide easement description approximately centered upon an old existing driveway; thence continuing South 3°46'40" East along the East line of said Randall Olson, et al property as Boundary Line Adjusted, a distance of 22.37 feet; thence South 56°59'27" West, a distance of 37.90 feet to the PC of a curve to the right; thence along said curve in a Southwesterly direction having a radius of 90 feet and a central angle of 38°09'49"; an arc length of 59.95 feet, more or less, to the East line of the Stanton Olson property as Boundary Line Adjusted on or about this date; thence North 0°06'26" West, along said Stanton Olson East property line, a distance of 20.11 feet to a point on a curve having a radius of 70 feet, at which point the tangent to said curve bears South 83°20'09" East; thence along said curve to the left in a Northeasterly direction having a radius of 70 feet and a central angle of 39°40'24"; an arc length of 48.47 feet to the PT of said curve; thence North 56°59'27" East; a distance of 49.10 feet, more or less, to the true point of beginning.



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UNRECORDED DOCUMENT

That portion of the Southwest ¼ of the Southeast ¼ of Section 30, Township 34 North, Range 4 East, W.M. lying South and West of the County road commonly referred to as Britt Road, formerly Britt Slough Road, running along the East side of Britts Slough, described as follows: Beginning at the intersection of the West line of said subdivision with the South line of the Britt Slough Road; thence South 0°06'26" East along said West line a distance of 510 feet to the Southwest corner of that tract of land conveyed to Stanton C.G. Olson, Grantee from Julie Marie Olson, Grantor by that instrument dated January 14, 2002 and recorded January 15, 2002, under Auditor's File No. 20020160011, records of Skagit County, Washington; thence North 89°53'34" East, along the South line of said Stanton Olson tract to the Southeast corner thereof, at right angles to said West line a distance of 190 feet; thence North 0°08'26" West, parallel with the West line of said subdivision along the East line of said Stanton Olson tract, a distance of 410.99 feet, more or less, to the Northeast corner of said Stanton Olson tract at a point on a curve along the South line of the Britt Slough Road, at which point the tangent to said curve bears South 63°05'47" East; thence in a Southeasterly direction along the South line of the Britt Slough Road on a curve to the left having a radius of 603.00 feet and a central angle of 18°28'57", an arc distance of 194.51 feet to the most Northeasterly corner of the Randall Olson, et al property as Boundary Line Adjusted on or about this date; thence South 3°46'40" East along the East line of said Randall Olson et al Boundary Line Adjustment property, a distance of 101.63 feet to the true point of beginning of this 20 foot wide Easement Description; thence continuing Southerly along the East line of said Randall Olson, et al Boundary Line Adjustment property along the following courses and distances; South 3°46'40" East, a distance of 72.67 feet; South 14°35'36" East, a distance of 61.38 feet; South 9°19'37" East, a distance of 65.68 feet to the Southwest corner of the Rodney Olson Estate property as Boundary Line Adjusted on or about this date; thence South 80°40'23" West, at right angle thereto, a distance of 20.00 feet; thence Northerly along a line 20 feet distant when measured at right angles to the West line of said Rodney Olson Estate property as Boundary Line Adjusted on the following courses and distances: North 9°19'37" West, a distance of 64.67 feet; North 14°35'36" West, a distance of 62.35 feet; North 3°46'40" West, a distance of 63.38 feet, more or less, to a point which bears South 56°59'27" West from the true point of beginning; thence North 56°59'27" East, a distance of 21.92 feet, more or less, to the true point of beginning.



That portion of the Southwest ¼ of the Southeast ¼ of Section 30, Township 34 North, Range 4 East, W.M., lying South and West of the County road commonly referred to as Britt Road, formerly Britt Slough Road, running along the East side of Britts Slough, and being a portion of Skagit County Short Plat No. 58-81 Revised as recorded in Volume 5 of Short Plats, page 157, under Auditor's File No. 8112310065, records of Skagit County, Washington, described as follows: Beginning at the intersection of the West line of said subdivision with the South line of the Britt Slough Road; thence South 0°06'26" East along said West line a distance of 510 feet to the Southwest corner of that tract of land conveyed to Stanton C.G. Olson, Grantee from Julie Marie Olson, Grantor by that instrument dated January 11, 2002 and recorded January 16, 2002, under Auditor's File No. 200201160011, records of Skagit County, Washington; thence North 89°53'34" East, along the South line of said Stanton Olson tract to the Southeast corner thereof, at right angles to said West line a distance of 190 feet; thence North 0°06'26" West, parallel with the West line of said subdivision along the East line of said Stanton Olson tract, a distance of 410.99 feet, more or less, to the Northeast corner of said Stanton Olson tract at a point on a curve along the South line of the Britt Slough Road, at which point the tangent to said curve bears South 63°05'47" East; thence in a Southeasterly direction along the South line of the Britt Slough Road on a curve to the left having a radius of 603.00 feet and a central angle of 8°28'57", an arc distance of 194.51 feet to the most Northeasterly corner of the Randall Olson, et al property, said point being also the most Northwesterly corner of the estate of Rodney Olson as said properties were Boundary Line Adjusted on or about this date, and which point is the true point of beginning of this Easement Description; thence South 3°46'40" East along the West line of said estate of Rodney Olson Boundary Line Adjusted property, a distance of 151.63 feet; thence North 31°07'59" East, a distance of 87.37 feet, more or less, to a point 50.00 feet distant from as measured at right angle to the West line of said estate of Rodney Olson Boundary Line Adjusted property; thence North 3°46'40" West along a line parallel to and 50.00 feet distant from said West property line, a distance of 60.00 feet, more or less, to the South right of line of said Britt Slough Road; thence Northwesterly along the South right of way line of said Britt Slough Road on the following courses and distances: North 82°51'18" West, a distance of 39.45 feet; North 7°08'42" East, a distance of 10.00 feet to the PC of a curve to the right; thence along said curve in a Northwesterly direction to the right having a radius of 603.00 feet and a central angle of 3°16'34", an arc length of 13.43 feet, more or less, to the true point of beginning.



Exhibit "D"
PROJECT DESCRIPTION

The Project shall include:

- Removal of debris and sediment from within existing open conveyance.
- Spoils from within the system shall be removed from site.

Surrounding grounds that may be disturbed during Project construction may be returned to a substantially similar condition as existed prior to the commencement of Project work. Hydroseeding may be performed as needed.

