SKAGIT COUNTY Contract # C20140625 Page 1 of 10



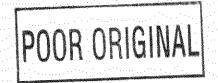
Skagit County Auditor
12/24/2014 Page

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Recording Requested By And When Recorded Mail To:

Skagil County Public Works Department Attn: Nikki Davis 1800 Continental Place Mount Version, Washington 98273



SKAGIT COUNTY WASHINGTON REAL ESTATE EXCISE TAX

DEC 2 4 2014

DOCUMENT TITLE: TEMPORARY MAINTENANCE EASEMENT

REFERENCE NUMBER OF RELATED DOCUMENT: Not Applicable

Amount Paid \$ Skagit Co.Treasurer

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

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 1/4. & Ptn. Lot 2 of Short Plat 58-81 (Complete LEGAL DESCRIPTIONS provided in Exhibit "C").

TEMPORARY MAINTENANCE EASEMENT

The undersigned, **Olson Family Farms**, **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 "G", 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.

- 2.4 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 soiely arising from the negligent acts of its employees, agents, or representatives on Grantor's Property in exercise of Grantee's hights 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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KANTOR: Non-Family Farms, L.L.C., a Washington Limited Liability Company ATEO MIS			· · · · · · · · · · · · · · · · · · ·	
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ATEO this				
ATED this day of December 2014. ATED this day of December 2014. Ss. Member and Registered Agent TATE OF WASHINGTON OUNTY OF SKAGIT certify that I know or have satisfactory evidence that Audrey L. Olson, as Member and Agent of Olson Fararms, L.L.C, a Washington Limited Liability Company,, is the person who appeared before me, and said percknowledged that she signed this instrument, and on oath stated that she was duly authorized to execute orgoing instrument as her free and voluntary act for the uses and purposes herein mentioned. ATED this day of December 2014. (SEAL) Notary Public Print name: Linda M Christen Server Residing at: Wourd Vennon, WA My commission expires: 8 - 2 - 2016	SKANTOR:			
ATED this day of December 2014. ATED this day of December 2014. Ss. Member and Registered Agent TATE OF WASHINGTON OUNTY OF SKAGIT certify that I know or have satisfactory evidence that Audrey L. Olson, as Member and Agent of Olson Fararms, L.L.C, a Washington Limited Liability Company,, is the person who appeared before me, and said percknowledged that she signed this instrument, and on oath stated that she was duly authorized to execute orgoing instrument as her free and voluntary act for the uses and purposes herein mentioned. ATED this day of December 2014. (SEAL) Notary Public Print name: Linda M Christen Server Residing at: Wourd Vennon, WA My commission expires: 8 - 2 - 2016				
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DATED this <u>a3</u> day of <u>December</u> , 2014.	
	BOARD OF COUNTY COMMISSIONERS SKAGIT COUNTY, WASHINGTON
	Ron Wesen, Chair
	Kenneth A. Dahlstedt, Commissioner
Attest:	Sharon D. Dillon, Commissioner
Clerk of the Board	Authorization per Resolution R20050224
Recommended:	County Administrator
Department Head	
Approved as to form: 12/16/14 Civil Deputy Prosecuting Attorney	
Approved as to indemnification:	
Risk Manager	
Approved as to budget:	
Budget & Finance Director	201412240102
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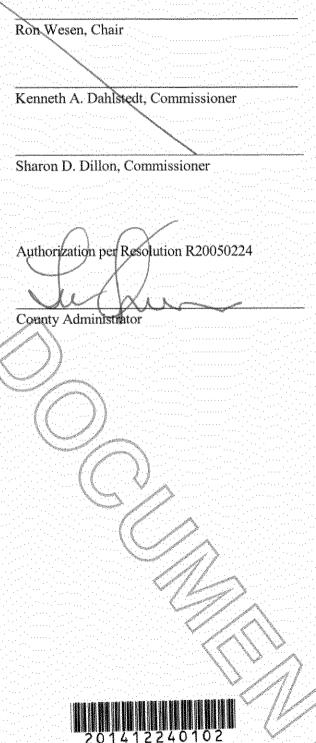


EXHIBIT "A" TEMPORARY EASEMENT LEGAL DESCRIPTION

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 28865, 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 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 30 TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M. AS SAID BOADS EXISTED IN DECEMBER 2013; AND ALSO THE NORTH TWENTY FIVE (25') FEET OF SAID WEST 1/2 OF THE SOUTHEAST 1/2 OF THE SOUTHWEST 1/4.

SITUATE IN SKAGIT COUNTY, STATE OF WASHINGTON.

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EXHIBIT "B" **GRAPHIC DEPICTION OF TEMPORARY EASEMENT AREA** Water Water THE EASEMENT BOUNDARY P28886 -EXISTING FIELD ARCERS ROAD P130205 P100070 P28865 P29224 Skagit County Auditor \$81.00 10 2:02PM 12/24/2014 Page 6 of

EXHIBIT "C" LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

Down portion of the Southwest 1/4 of the Southeast 1/4 of Section 30, Township 34 North, Range 4 East, WM Nong South and West of the County road commonly referred to as Britt Road, formerly Britt Slough Road, running along the East side of farits Slough, described as follows:

Remained the intersection of the West line of said subdivision with the South line of the Brit. Slough Rodd, though South 0'06'26" East along said West line a distance of \$10 feet to the Southwested method that tract of land conveyed to Stanton C. G. Olson, Grantee from Julie Marie Olson, Grander by Coa 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 live of said Stanton Olson tract to the Southeast corner thereof, at right angles to said West line a distance of \$60 feet, thence North 0°06°26°. West, parallel with the West line of said subdivision along the fact line of said Stanton Olson tract, a distance of 410.99 feet, more or less, tothe Northeast coefer of san Standen Olson tract is a point on a curve along the South line of the Britt Slough Road, at whick point the judgent to said curve bears South 63°05'47" East; thence in a Southeasterly direction blong the South line of the Britt Slough Road on a curve to the left having a radius of 603.00 feet and sweptral affect of 18°28'57", an are distance of 194.51 feet to the most.

Northeasterly corner of the Kantall Discy, A al property as Boundary Line Adjusted on or about this date: thence South 3° 46' 40". East along the East Jine of said Randall Olson, et al property, a distance of 101.63 feet to the true point of beginging of the 20 foot wide easement description approximately centered upon an old existing drive (continuing South 3°46'40" Fast along the East line of said Randail Olson, et al property as Kurdary Line Adjusted, a distance of 22.37 feet, thence South 56°59'27" West, a distance of 37.90 feelydybe PC of a curve to the right, thence along said curve in a Southwesterly direction having a radius of Wifeet and a Awail angle of 38°09'49", an arc length of 59.95 feet, more or less, to the East line of the Stamp (DAX) property as Boundary Line Adjusted on or about this date, thence North 0°06°26", West, 2659, said Soution Oison East property line, a distance of 2011 feet to a point on a curve having a guidus of 70 feet, at which point the tangent to said curve bears South 83°20'09' East, thence alon a suit of yet to the left in a Northeasterly direction baying a radius of 70 feet and a central angle of 39°40' 24 /ap/arc length of 48.47 feet to the PT of said curve; therice North 56°59'27' East, a distance of 40 h (feet, inclose) less, to the true point of hecasiine.

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hat portion of the Southwest % of the Southeast % of Section 30, Township 34 North, Range 4 East, W.M., Iving South and West of the County road commonly referred to as Britt Road, formerly Britt-Sixigh Road, running along the East side of Britts Slough, described as follows: Beginning at the masserion of the West line of said subdivision with the South line of the Britt Slough Road; thence on 0°00'26" East along said West line a distance of \$10 feet to the Southwest corner of that tract. If land volveved to Stanton C.G. Olson, Grantee from Julie Marie Olson, Grantor by that instrument Steel Julyary 24, 2002 and recorded January 15, 2002, under Auditor's File No. 200201160011. Reside of algorit County, Washington, thence North 89°53'34" East, along the South line of said Stantog Olso Atriby to the Southeast corner thereof, at right angles to said West line a distance of 190 feet; thence North 0,29% 26" West, parallel with the West line of said subdivision along the East line of said Stanton Ofsor waet, a distance of 410.99 feet, more or less, to the Northeast corner of said Stanton Olson 1980, at a boast on a curve along the South line of the Britt Slough Road, at which point the tangent (Asaid case before South 63°03' 47" East; thence in a Southeasteriv direction along the South line of the Britt Moyen Road on a curve to the left having a radius of 605.00 feet and a central angle of 18° 18' 57' appared sames of 194.51 feet to the most Northeasterly corner of the Randall Olson, et al property as Assundar Alme Adjusted on or about this date; thence South 3°46'40" East along the East line of skid Randak Disgn et al Boundary Line Adjustment property, a distance of 101.63 feet to the true pleint of beginning of this 20 foot wide Easement Description; thence continuing Southerly along the Masterne of said Randall Olson, et al Boundary Line Adjustment property along the following Coeffses and Coloress, South 3°46°40" East, a distance of 72.67 feet. South 14°35' 36" hast, a distance of 66:38 feet to the Southwest vorties of the Rodney Olsde Ystate present as Boundary Line Adjusted on or about this date; thence South 80°40' 23" West, as right antip-thereto, a distance of 20.00 feet; thence Northerly along a line 20 feet distant when mensare fall fight 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 Yor 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 Seath 56°59°27" West from the true point of beginning, thence North 56°59'27" East, a distingt o X21.92 feet, more or less, to the true nois of beginning.

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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. 58-8: 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 inviscence 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 Many Conveyed to Stanton C.G. Olson, Grantee from Julie Marie Olson, Grantor by that instrument das6d3frobry 11, 2002 and recorded January 16, 2002, under Auditor's File No. 200201160011. resoluted Stagis County, Washington, thence North 89°53'34" Fast, along the South line of said Stanton Olson Mact to the Southeast corner thereof, at right angles to said West line a distance of 190 feet; theate 260th (*) 06° 26° West, parallel with the West line of said subdivision along the East line of said Sangon Obon tract, a distance of 410.99 feet, more or less, to the Northeast comer of said Stanton Olson Track to 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 Boile Stough Road on a curve to the left having a radius of 603.00 feet and a Yab are distance of 194.51 feet to the most Northeasterly corner of the containing Colf 1828 37 Randali Olson, & Al property said point being also the most Northwesterly corner of the estate of Rodney Olson as vote properates were Boundary Line Adjusted on or about this date, and which point is the true point of beginselized this Easement Description; thence South 3°46'40' East along the West line of said estatKor Rogher Orden Boundary Line Adjusted property, a distance of 151 63 tvet. thence North 31°07'59" Kast, as discharge 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 Rodaey Olson Boundary Line Adjusted property; thence North 3-46-412 West aford; a line parallel to and 50.00 feet distant from said West property line, a distance of 60.00 fact more or less, to the South right of line of said Britt Slough Road; thence Northwesterly alon Mr. 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 rights of \$3.00 feet and a central angle of \$6.34", an are length of 13.43 feet, more or less, to the true point/of/beginning.

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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.

