

Recording Requested By And
When Recorded Mail To:

Skagit County Public Works
Attn: Mike Farthing
1800 Continental Place
Mount Vernon, Washington 98273



201005200079

Skagit County Auditor

5/20/2010 Page 1 of 9 11:16AM

SKAGIT COUNTY
Contract # C20100238
Page 1 of 9

DOCUMENT TITLE: Access Easement

REFERENCE NUMBER OF RELATED DOCUMENT: Not Applicable

GRANTOR(S): Don S. Decatur, a single person

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

ASSESSOR'S TAX / PARCEL NUMBER(S): P40847 (XrefID: 350608-1-019-0002)

ABBREVIATED LEGAL DESCRIPTION:

TRACT 8 OF THAT CERTAIN SURVEY RECORDED UNDER AF#849436; BEING A PTN OF THE NE1/4 OF SEC 8, TWP 35, RNG 6; DESCRIBED AS FOLLOWS; BEG AT NW CORNER OF NE1/4 TH S 1-53-54 E 511.30FT TH S 88-39-34 E 444.16FT TH S 55-29-44 E 470.58 FT TO TPB TH N 74-11-17 E 433.28FT TH S 21-31-33 W 828.85FT TH N 76-32-33 W 57.53FT TH N 38-53-56 W 137.82FT TH N 63-18-09 W 137.29FT TH N 17-56-23 E 494.70FT TO TPB (Complete LEGAL DESCRIPTION provided at *Exhibit "C"*).

ACCESS EASEMENT

The undersigned, **DON S. DECATUR, a single person** ("Grantor" herein), and **SKAGIT COUNTY, a Political Subdivision of the State of Washington**, ("Grantee" herein), for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, hereby grants and conveys to Grantee, and Grantee's successors and assigns, a perpetual, non-exclusive access easement for ingress and egress purposes thereto ("Easement") as follows 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 Easement are further provided as follows:

1. Nature and Location of Easement. The Easement granted by Grantor herein shall be: a permanent access easement for the benefit of Grantee over, upon, across and through the private roadway located on Grantors' Property commonly described as Carpenter Road for the purposes of providing Grantee with access, ingress, and egress to Grantee's drainage facilities located near Grantors' property (with all necessary vehicles and equipment for said purposes),

and for any and all other purposes reasonably related thereto. The Grantee shall have a perpetual right of access to the Easement at all times and without notice to Grantor. Said Easement is legally described on *Exhibit "A"*, and is further described and depicted on *Exhibit "B"*. A legal description for the Grantors' Property is attached hereto as *Exhibit "C"*, and is incorporated herein by this reference. Grantor specifically recognizes and agrees that Grantee is in no way responsible or liable whatsoever for the use of, maintenance of, and/or repair of any private roadway(s) located within or near the Easement area (specifically including the private roadway commonly known as Carpenter Road), and Grantor specifically releases and holds the Grantee harmless from any past or future responsibility and/or liability arising from and/or related to any private roadway(s) located within or near the Easement area. The Grantor further recognizes and agrees that Grantor shall be responsible and/or liable for any use of, maintenance of, and/or repair of any private roadway(s) located within the Easement area, and that any such private roadway(s) located within the Easement area do not become County road(s) by virtue of this Easement.

2. Encroachment. Grantor further agrees that no structure, gate, or obstruction shall be erected over, upon or within the Easement. Grantor shall have full use of the surface of the real property within the Easement, so long as such use does not interfere with the Grantee's use of the Easement.

3. Binding Effect/ Warranty of Title. The Easement and the covenants, terms, and conditions contained herein are perpetual in duration, and shall run with the Grantors' Property and shall be binding upon Grantee and Grantor and their respective successors, heirs and assigns. Grantor warrants that Grantor has good title to the Grantor's Property and warrant the Grantee title to and quiet enjoyment of the Easement. The covenants and agreements of this Easement shall be binding upon the successors and assigns of the parties hereto.

4. Governing Law; Venue. This 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 Easement shall be in Skagit County, State of Washington.

5. Severability. Should any term or provision of this Easement set forth herein be found to be void or unenforceable by a court of competent jurisdiction, all other terms and provisions of this Easement shall remain enforceable, binding, and in full force and effect.

6. Neutral Authorship. Each of the provisions of this Easement have been reviewed and negotiated, and represents the combined work product of both parties hereto. No presumption which would interpret the provisions of this Easement in favor of or against the party preparing the same shall be applicable in connection with the interpretation of any of the provisions of this Easement. The parties represent that they have had a full and fair opportunity to seek legal advice with respect to the terms of this Easement and have either done so, or have voluntarily decided not to do so. Skagit County does not represent Grantor. The parties represent and warrant that they have fully read this Easement, that they understand its meaning and effect, and that they enter into this Easement with full knowledge of its terms.



7. Captions and Counterparts. The captions of this Easement are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Easement. This 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 shall constitute but one Easement agreement.

8. Entire Agreement. This Easement agreement contains the entire agreement between the parties hereto and incorporates and supersedes all prior negotiations or agreements. It may not be modified or supplemented in any manner for form whatsoever, either by course of dealing or by parol or written evidence of prior agreements and negotiations, except upon the subsequent written agreement of the parties.

9. Recording. Upon execution, this Easement shall be recorded with the Skagit County Auditor, and shall become effective immediately upon recording.



GRANTOR:

DATED this 3 day of MAY, 2010.

Don Decatur
DON S. DECATUR

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that Don S. Decatur is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was duly authorized to execute this instrument and executed the forgoing instrument as his/her free and voluntary act for the uses and purposes herein mentioned.

DATED this 3 day of MAY, 2010.



Nancy K. Williams
Notary Public
Print name: Nancy K. Williams
Residing at: Skagit County
My appointment expires: 5-8-2011

Admission
No Consideration
SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax

MAY 20 2010

Amount Paid
Skagit County Treasurer
By: lp



GRANTEE:

DATED this 17th day of May, 2010.

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

Sharon D. Dillon
Sharon D. Dillon, Chair

Ron Wesen
Ron Wesen, Commissioner

Kenneth A. Dahlstedt
Kenneth A. Dahlstedt, Commissioner

Recommended by:

By: Thomas G. Ballard
Thomas G. Ballard P.E.
Interim Public Works Director

By: Billie Kadrmas
Billie Kadrmas
Risk Manager

By: Trisha Logue
Trisha Logue, CPA
Budget/Finance Director

Approved as to Form:

By: Stephen Fallquist
Stephen Fallquist, Deputy Prosecuting Attorney

ATTEST:

Linda Hammons
Linda Hammons, Clerk of the Board
Skagit County Board of Commissioners



201005200079
Skagit County Auditor

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that Sharon D. Dillon, Kenneth A. Dahlstedt and/or Ron Wesen is/are the person(s) who appeared before me, and said person(s) acknowledged that she/he/they signed this instrument, on oath stated that she/he/they was/were authorized execute the instrument and acknowledged it as Commissioner(s) of Skagit County, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

DATED this 17 day of may, 2010.

(SEAL)



Linda Hammons
Notary Public
Print name: Linda Hammons
Residing at: Skagit County WA
My appointment expires: 10/01/2011



EXHIBIT "A"

LEGAL DESCRIPTION FOR ACCESS EASEMENT

A strip of land of variable widths, situate in the Northeast Quarter of Section 8, Township 35 North, Range 6 East W.M., situate in the County of Skagit, State of Washington, described as follows:

COMMENCING at an existing three-fourths inch iron pipe with yellow plastic cap marked LS#8992 at the Northeast Section Corner of Section 8; **thence** North $88^{\circ} 35' 26''$ West for a distance of 1010.07 feet to the centerline of Pipeline Road, a strip of county road 30 feet in width, 15 feet on each side of the following described line: commencing South $44^{\circ} 47' 54''$ East for a distance of 254.08 feet, **thence** along the arc of the curve through a central angle of $69^{\circ} 29' 37''$ a distance of 669.26 feet; **thence** South $24^{\circ} 41' 43''$ West for a distance of 60.17 feet; **thence** leaving said centerline of Pipeline Road, North $15^{\circ} 33' 42''$ West for a distance of 23.21 feet to the **TRUE POINT OF BEGINNING**, the centerline of a private ingress and egress road and utility easement (currently named Carpenter Road) as described in the Five Acre Tracts Survey for Rolf Bruun, recorded January 18, 1977 in volume 249, page 497, a strip of land 30 feet in width, 15 feet on each side of the following described line of the Official Records less county road: commencing North $15^{\circ} 33' 42''$ West for a distance of 83.62 feet to the beginning of a curve to the left with a radius of 270 feet; **thence** along the arc of the curve through a central angle of $63^{\circ} 54' 45''$ a distance of 301.18 feet; **thence** North $79^{\circ} 28' 27''$ West for a distance of 43.24 feet to the beginning of a curve to the left with a radius of 200 feet; **thence** along the arc of a curve through a central angle $27^{\circ} 44' 18''$ a distance of 96.83 feet; **thence** South $72^{\circ} 47' 15''$ West for a distance of 176.47 feet; **thence** South $79^{\circ} 09' 07''$ West for a distance of 110.92 feet; **thence** South $74^{\circ} 11' 17''$ West for a distance of 433.28 feet; **thence** along said centerline as described in the approved but unrecorded Short Plat 66-72 dated September 1972 and the approved but unrecorded Short Plat 22-73 dated April 1973, a strip of land 60 feet in width, 30 feet on each side of the following described line: commencing South $74^{\circ} 11' 17''$ West for a distance of 37.00 feet; **thence** South $59^{\circ} 59' 37''$ West for a distance of 174.52 feet to the beginning of a curve to the right with a radius of 90 feet; **thence** along the arc of the curve through a central angle of $48^{\circ} 29' 35''$ a distance of 76.17 feet; **thence** North $71^{\circ} 30' 48''$ West for a distance of 13.17 feet to the beginning of a curve to the left with a radius of 100 feet; **thence** along the arc of the curve through a central angle of $46^{\circ} 40' 10''$ a distance of 81.45 feet; **thence** South $61^{\circ} 49' 02''$ West for a distance of 123.40 feet; **thence** South $82^{\circ} 58' 12''$ West for a distance of 90.47 feet; **thence** South $64^{\circ} 35' 21''$ West for a distance of 160.05; **thence** South $40^{\circ} 39' 01''$ West for a distance of 75.54 feet, leaving said strip of land 60 feet in width, 30 feet on each side of the hereinabove described line; **thence** along said centerline, a strip of land 30 feet in width, 15 feet on each side of the following described line: commencing South $40^{\circ} 39' 01''$ West for a distance of 33.64 feet to the beginning of a curve to the left with a radius of 72 feet; **thence** along the arc of the curve through a central angle of $104^{\circ} 57' 00''$ a distance of 131.88 feet; **thence** South $64^{\circ} 17' 59''$ East for a distance of 192.64 feet; **thence** North $64^{\circ} 17' 59''$ West for a distance of 192.64 feet to the beginning of a curve to the right with a radius of 72 feet; **thence** along the arc of the curve through a central angle of $104^{\circ} 57' 00''$ a distance of 131.88 feet; **thence** North $40^{\circ} 39' 01''$ East for a distance of 33.64 feet; **thence** leaving said centerline of Carpenter Road, North $71^{\circ} 16' 04''$ West for a distance of 81.46 feet; **thence** North $1^{\circ} 53' 54''$ West for a distance of 1049.59 feet to an existing three-fourths inch iron pipe with plug and tack marked with a cedar post and leaning one and one-half inch pipe at the Northwest Section Corner of Section 8; **thence** South $88^{\circ} 35' 26''$ East for a distance of 1657.65 feet to the said centerline of Pipeline Road; **thence** South $44^{\circ} 47' 54''$ East for a distance of 254.08 feet, **thence** along the arc of the curve through a central angle of $69^{\circ} 29' 37''$ a distance of 669.26 feet; **thence** South $24^{\circ} 41' 43''$ West for a distance of 60.17 feet; **thence** leaving said centerline of Pipeline Road, North $15^{\circ} 33' 42''$ West for a distance of 23.21 feet to the **TRUE POINT OF BEGINNING**.



EXHIBIT "B"
ACCESS EASEMENT DEPICTION

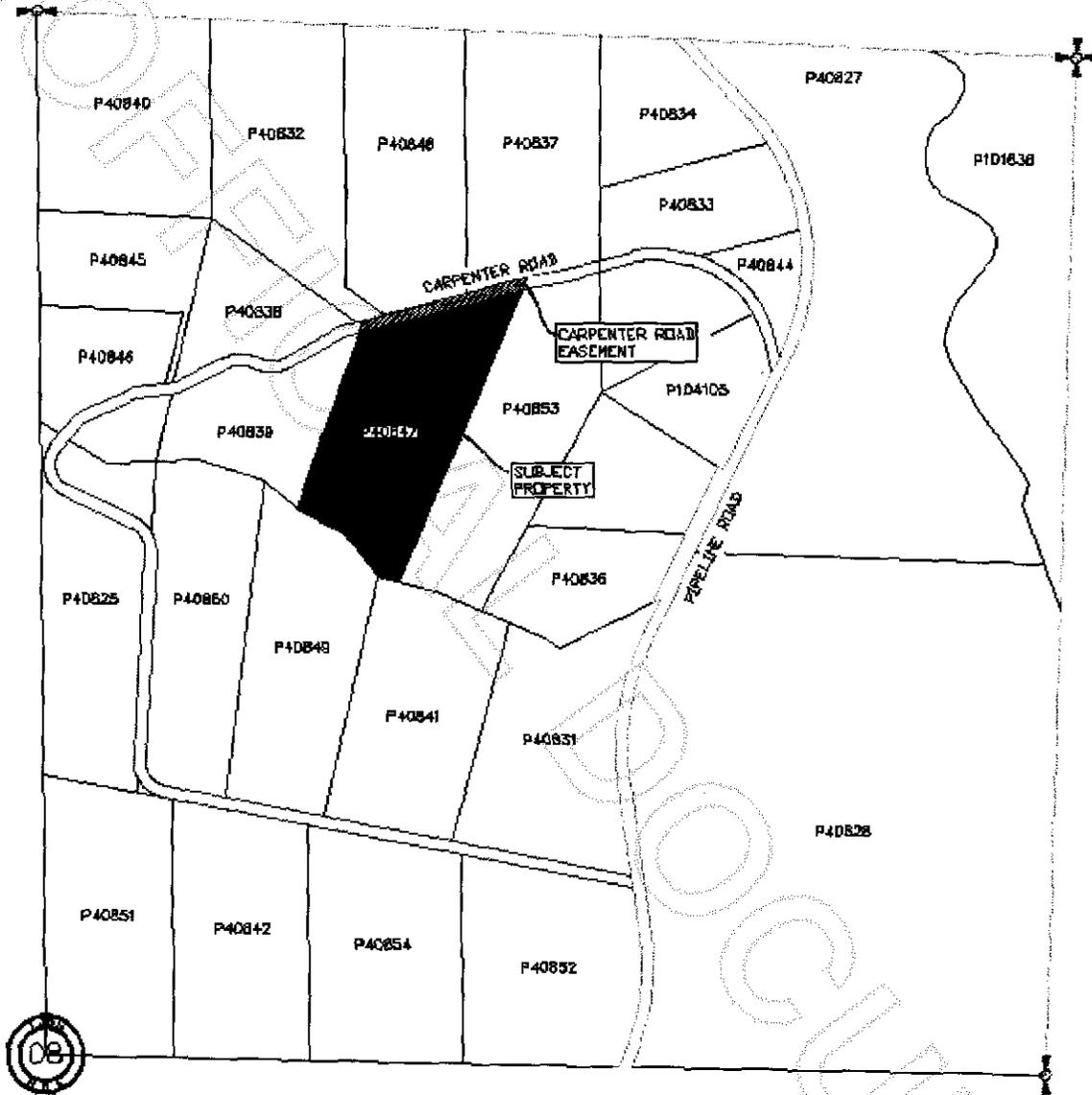


EXHIBIT "C"
LEGAL DESCRIPTION FOR GRANTOR'S PROPERTY
Page 1 of 1

Assessor's Parcel Number P40847

The land referred to in this report/policy is situated in the State of Washington, County of Skagit, and is described as follows:

Tract 8 of that certain Survey recorded January 18, 1977, in Volume 249 of Official Records, page 497, under Auditor's File No. 849436, records of Skagit County, Washington, being a portion of the Northeast $\frac{1}{4}$ of Section 8, Township 35 North, Range 6 East. W.M.

TOGETHER WITH a non-exclusive easement for ingress, egress and utilities over and across those certain strips of land designated for such purposes on the face of the Survey.

