



201008020105

Skagit County Auditor

8/2/2010 Page 1 of 10 3:31PM

RETURN TO:

City of Anacortes
P.O. Box 547
Anacortes, WA 98221

CHICAGO TITLE 620011435 **ORDINANCE NO. 2824**

**AN ORDINANCE VACATING A RIGHT-OF-WAY OF CERTAIN PORTIONS OF
11th Street, Block 243 MAP OF ANACORTES
RECORDS OF SKAGIT COUNTY WASHINGTON**

**THE CITY COUNCIL OF THE CITY OF ANACORTES DOES HEREBY ORDAIN AS
FOLLOWS:**

WHEREAS, the requisite number of owners of property abutting certain streets and alleys located within the City of Anacortes have petitioned for an alteration of the plats in which those streets are contained, and have requested vacation a portion of the streets therein; and

WHEREAS, the City Council held a public hearing on said proposal on June 7, 2010 following a recommendation from the Board of Adjustment based on a hearing held on November 5, 2009 and agreed to approve the proposal as set-forth below; now, therefore,

**THE CITY COUNCIL OF THE CITY OF ANACORTES, DOES HEREBY
ORDAIN AS FOLLOWS:**

SECTION 1. The following described right-of-way on streets and alleys located in the City of Anacortes should be and are hereby vacated:

That portion of Government Lot 5, Section 13, Township 35 North, Range 01 East of the Willamette Meridian, described as follows:

All that portion of 11th street lying southeasterly of the Great Northern Railway Company right of way and westerly of the Northerly extension of the east line of Lot 4, Block 243; ALSO, that portion of the south ½ of 11th Street adjacent to and abutting upon the west ½ of Lot 3, Block 243, all as shown on the plat of "Map of The City of Anacortes", as per plat recorded in Volume 2 of Plats, pages 4 through 7, inclusive, records of Skagit County, Washington.

SECTION 2. This Ordinance shall be recorded with Attachment A, an Easement for the future Guemes Channel Trail, which shall represent compensation for the vacated right of way as described above. The vacation shall not be effective until such full recordation.

SECTION 3. Effective Date: This ordinance shall take effect from and after 5 (five) days after its passage and publication as required by law.

PASSED AND APPROVED this 7 day of June, 2010.

CITY OF ANACORTES:

BY: H. Dean Maxwell
H. Dean Maxwell, Mayor

ATTEST:

Steve D. Hoglund
Steve D. Hoglund, City Clerk Treasurer

APPROVED AS TO FORM:

Bradford Furlong
Bradford Furlong, City Attorney WSBA #12924

Chicago Title has placed this
document for recording as a
customer courtesy and accepts no
liability for its accuracy or validity



201008020105

Skagit County Auditor



201007230112

Skagit County Auditor

7/23/2010 Page 1 of 8 3:44PM

AFTER RECORDING, RETURN TO:

CITY OF ANACORTES

Attn: Carol Yates

P.O. Box 547

Anacortes, Washington 98221

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

JUL 23 2010

Reference numbers of assigned or released documents: None

Amount Paid \$
By *mm* Skagit Co. Treasurer DeputyPartial Legal Description: Ptn Parcel "B" of Survey Recorded AF#200502170146
Assessor's Tax I.D./Parcel Number(s): 350113-0-012-0009; P31488

LAND TITLE OF SKAGIT COUNTY

136892-SA

TRAIL EASEMENT

The undersigned, Anacortes 1, LLC ("Grantor"), a Washington limited liability company, as a gift and for no other consideration, hereby conveys and quit claims a perpetual nonexclusive easement ("Easement") to the City of Anacortes, a Washington municipal corporation ("Grantee"), over, and across the following property located in Skagit County, Washington ("Grantor's Property"), legally described as set forth in Exhibit A.

1. **Purpose.** The purpose of the Easement is for the construction, operation, maintenance and repair of a non-motorized, public, handicapped accessible, recreational trail ("Trail"). The easement is up to twenty-two feet (22') wide and Trail may be no wider than fourteen feet (14') including shoulders, and will traverse Grantor's Property beginning at Grantor's eastern boundary and cross to Grantor's western boundary along a route ("Easement Area") legally described in Exhibit B and depicted in Exhibit C.

Grantor and Grantee may agree in writing to relocate the Trail as necessary and convenient over time to preserve the accessibility or contiguity of the Trail. Such agreement shall be effective when a changed legal description is recorded as an amendment hereto.

Additionally, this Easement conveys the right, and Grantee accepts the duty, to conduct shoreline stabilization work on all land between the north side of the Trail and the Ordinary High Water Mark ("OHM") of the Guemes channel or Grantors' northerly property line, whichever is closer to the Trail; *provided*, that the duty to conduct such shoreline stabilization work shall arise only to the extent such work is necessary due to the installation



201008020105

Skagit County Auditor

8/2/2010 Page 3 of 10 3:31PM

and/or maintenance of the Trail by Grantee. All other shoreline stabilization work which may be necessary or desirable shall be conducted by Grantor.

This Easement conveys the right, privilege and authority, to Grantee and Grantee's contractors, to enter Grantor's Property with materials, workers, volunteers or agents, to construct, maintain, replace and reconstruct the Trail and to perform shoreline stabilization work, together with the right of ingress and egress over and across the Easement Area at any and all times for the purposes of doing anything reasonably necessary or useful or convenient for the enjoyment of the Easement hereby granted; and the right to grade and re-grade land, spread gravel or apply pavement or concrete, place foundations and cut and remove any vegetation and other obstructions which may endanger the safety or interfere with the use of said Trail. Grantee may install gates, fences and other reasonable structures to control usage of the Easement Area. Grantee will conduct all activities permitted herein so as to reasonably minimize any adverse impacts to Grantor's Property.

2. **Use of Easement.** The Easement granted herein shall be for the construction, operation, maintenance and repair of a public non-motorized recreational Trail and by Grantee at Grantee's sole cost and expense. This Easement should not be construed to: (a) permit access to any other portion of Grantor's Property for any purpose; and (b) permit mechanized or motorized equipment or vehicles of any nature on the Trail, without the express permission of Grantor, except for trail work by Grantee and its agents or in emergency circumstances; and (c) the use of personal battery operated scooters for disabled or infirmed citizens.

3. **Duties Conditional.** Grantee is under no obligation to install the Trail authorized herein and reserves unto itself the absolute right to determine the timing, configuration and specifications of the Trail and whether the appropriate amount of funds are on hand to allow design and/or construction of the Trail.

4. **Indemnification.** To the extent permitted by law, Grantee shall indemnify and hold Grantor harmless from any and all claims, actions, damages or liability occasioned wholly or in part by any negligent or intentional act or omission by Grantee its agents or invitees, relating to the use, construction, maintenance, operation or repair of the Trail or conduct of shoreline stabilization work located within the Easement Area, except to the extent attributable to the acts or omissions of any third person or entity or Grantor, its agents or invitees.

5. **Reservation to Grantor.** Grantor shall have the right to use the Easement Area for any purpose not inconsistent with the full use and enjoyment by Grantee, its successors and assigns, of the rights and privilege herein granted. Grantee is responsible for constructing, operating and maintaining the above-described improvements. Grantor shall not place any buildings or fencing on the Easement Area or impair the public's or Grantee's access to the Easement Area; *provided*, the Grantor shall not be required to remove any existing structure on the Easement Area until the Grantee is ready to commence trail construction and then only after sixty (60) day written notice to the Grantor.

**TRAIL EASEMENT
ANACORTES 1, LLC, GRANTOR
CITY OF ANACORTES, GRANTEE**

Page 2 of 5



201008020105
Skagit County Auditor

6. **Restrictions on Public Use.** Grantee shall have the right to require that public use is conducted in a manner that does not unreasonably disturb plant or wildlife habitat or the quiet use and enjoyment of nearby private property not subject to the Easement; and Grantee may limit, restrict or prohibit public use of all or any part of the Trail temporarily assure safety or for maintenance purposes and indefinitely as necessary or appropriate to preserve the Trail.

7. **No Third-Party Rights.** The parties agree and acknowledge that this Easement is solely for the benefit of Grantee and that it confers no rights on any third person or entity or the public in general.

8. **Foliage.** After the Trail is constructed, the Grantee shall ensure that all foliage in the Easement Area shall be maintained at a height no higher than ten feet (10').

9. **Fencing.** When the Trail is constructed the Grantee shall construct and maintain a fence that will restrict public access south of the fence, and which shall not be more than five feet (5'), measured horizontally, south of the Trail's paved edge nor in any event be constructed within three and one-half feet (3.5') north of the south easement line. The fence shall be a split rail style, and shall have posted signs indicating that the property to the south of the fence is private. The fence shall include a lockable gate to provide access to the Trail by Grantor. Nothing in this Easement shall restrict Grantor's right to construct a fence south of the Grantee's fence.

10. **Shoreline Stabilization.** Nothing in this Easement shall be construed to require or prevent Grantor or Grantee from conducting shoreline stabilization work on Grantor's property, either before or after the trail is constructed.

TO HAVE AND TO HOLD unto Grantee, its successors, and assigns forever.

[balance of page intentionally blank]

**TRAIL EASEMENT
ANACORTES 1, LLC, GRANTOR
CITY OF ANACORTES, GRANTEE**



201008020105
Skagit County Auditor

8/2/2010 Page

5 of 10 3:31PM

IN WITNESS WHEREOF, the undersigned Grantor has executed this instrument on this 19 day of July 2010.

GRANTOR
Anacortes 1, LLC

By: Mark E. Ortman

Member

MARK E. ORTMAN

Printed Name

STATE OF WASHINGTON }

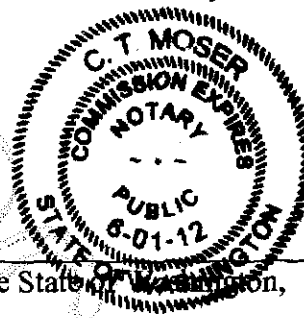
} ss

COUNTY OF SKAGIT }

I hereby certify that I know or have satisfactory evidence that Mark E. Ortman is the person who personally appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Managing Member of Anacortes 1, LLC., to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated this 19 day of July 2010.

C. T. Moser
Notary Public in and for the State of Washington,
residing
at Mount Vernon
My appointment expires 6-1-12



TRAIL EASEMENT
ANACORTES 1, LLC, GRANTOR
CITY OF ANACORTES, GRANTEE



201008020105
Skagit County Auditor

ACCEPTED on the above terms and conditions by Grantee, this 19th day of July 2010.

GRANTEE:
CITY OF ANACORTES

By:

H. Dean Maxwell
H. Dean Maxwell

Its: Mayor

Approved as to form:

Attest:

Bradford E. Furlong

Bradford E. Furlong, WSBA #12924
City Attorney

Steven Hoglund, Finance Director

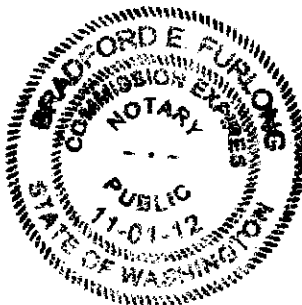
STATE OF WASHINGTON)

) ss.

COUNTY OF SKAGIT)

On this 19th day of July 2010, before me, the undersigned, a Notary Public in and for the state of Washington, duly commissioned and sworn, personally appeared H. Dean Maxwell, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged it, as the Mayor of the City of Anacortes, to be the free and voluntary act of such entity for the uses and purposes mentioned in this instrument.

Witness my hand and official seal hereto affixed the day and year first above written.



Bradford E. Furlong
Notary Public in and for the state of
Washington, residing at 414 Vernon
My commission expires: 11/01/12
Printed Name: Bradford E. Furlong

TRAIL EASEMENT
ANACORTES 1, LLC, GRANTOR
CITY OF ANACORTES, GRANTEE

Page 5 of 5



201008020105
Skagit County Auditor

EXHIBIT A

That portion of those certain strips, parcels or tracts of land in Section 24 and Government Lot 5 of Section 13, Township 35 North, Range 1 East, W.M., shown and designated on the original "PLAT OF THE CITY OF ANACORTES", as "SEATTLE AND NORTHERN RAILWAY COMPANY'S STATION GROUND", and as Reserved right-of-way for Company's right-of-way for the Seattle and Northern Railway, according to a certain paper in writing in escrow with John P. Hoyt, dated May 28, 1889, described as follows:

Beginning at the intersection of the centerline of "B" Avenue and Eleventh Street;
thence North $0^{\circ}37'11''$ East 40.00 feet along the centerline of "B" Avenue, to the South line of Block 242, extended Easterly;
thence North $0^{\circ}37'11''$ East 177.32 feet to a point on curve which lies 30 feet Southerly (and radially) from the centerline of the railroad, as now located and constructed the radius point of said curve being North $20^{\circ}49'23''$ West 985.37 feet from the above described "point on curve";
thence Westerly on a curve to the right, through a central angle of $3^{\circ}01'28''$ an arc distance of 52.01 feet;
thence South $72^{\circ}12'05''$ West parallel with the 30 feet distant (Southeasterly) from the center of said railroad, a distance of 13.19 feet to the beginning of a curve to the left having a radius of 925.37 feet;
thence along said curve to the left through a central angle of $5^{\circ}04'10''$ an arc distance of 81.88 feet, said point being 30 feet Southerly, (as measured radially) from the centerline of the railroad, said point also being the true point of beginning;
thence South $9^{\circ}13'41''$ East 128.45 feet to the point on curve on the original Railroad right-of-way, said curve having a radius of 7,789.44 feet, the radius point of said curve being North $24^{\circ}48'57''$ West 7,789.44 feet from the above described "point on curve";
thence Southwesterly along said curve to the right having a radius of 7,789.44 feet, through a central angle of $1^{\circ}48'44''$ an arc distance of 246.37 feet to the Northwesterly corner of Lot 10, Block 243, "CITY OF ANACORTES", as per plat recorded in Volume 2 of Plats, page 4, records of Skagit County, Washington, and the Easterly margin of "A" Avenue, according to said plat;
thence North $0^{\circ}37'11''$ East along the Northerly extension of said Easterly margin of "A" Avenue, 115.00 feet to a point on a line that is parallel with and 30 feet distant Southeasterly from the centerline of said Railroad (as measured at right angles);
thence North $58^{\circ}41'30''$ East along said parallel line, 98.29 feet to a point of curvature in said parallel line;
thence along the arc of said curve to the right having a radius of 925.37 feet, through a central angle of $8^{\circ}16'25''$ an arc distance of 133.63 feet to the true point of beginning.

Situate in the County of Skagit, State of Washington.



201008020105

Skagit County Auditor

8/2/2010 Page

8 of 10 3:31PM

EXHIBIT B

TRAIL EASEMENT

That portion of the Burlington Northern Railroad designated as reserve right-of-way for the Seattle and Northern Railroad as shown on the Plat "Map of the City of Anacortes, Skagit County, Washington", as per plat recorded in Volume 2 of Plats, page 4, records of Skagit County, Washington;

TOGETHER WITH a portion of Tract 14 of Plate No.8 of the Tide and Shorelands of Section 13, Township 35 North, Range 1 East, W.M., Anacortes Harbor, all being more particularly described as follows:

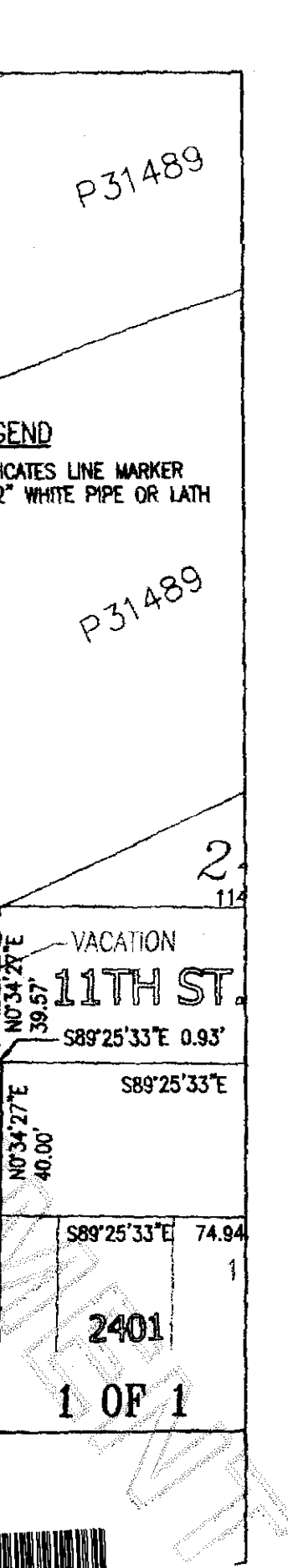
Beginning at the Southwest corner of Block 243 of said Plat; thence North 0 degrees 33'46" East along a projection of the West edge of said Block, a distance of 308.10 feet to the true point of beginning; thence North 0 degrees 33'46" East, a distance of 102.32 feet; thence North 70 degrees 44'00" East, a distance of 130.63 feet; thence North 62 degrees 14'00" East, a distance of 77.28 feet; thence South 8 degrees 56'58" East, a distance of 70.47 feet to an intersection with a curve having a radius point bearing South. 22 degrees 52'05" East, a radial distance of 925.36 feet; thence Westerly along the arc of said curve to the left through a central angle of 8 degrees 16'25", an arc distance of 133.62 feet; thence South 58 degrees 51'30" West a distance of 98.98 feet to the true point of beginning.

EXCEPT the South 13.5' thereof.



201008020105

Skagit County Auditor



1 OF 1

10

4320 WHISTLE LAKE ROAD
ANACORTES, WA 98221 299-8804

SCALE: NOT



201008020105