

Recording Requested By And
When Recorded Mail To:

Skagit County
Public Works Department
1800 Continental Place
Mount Vernon, Washington 98273



201103150043
Skagit County Auditor

3/15/2011 Page 1 of 10 12:10PM

DOCUMENT TITLE: **Easement**

SKAGIT COUNTY
Contract # C20110104
Page 1 of 10

REFERENCE NUMBER OF RELATED DOCUMENT:

GRANTOR(S): **Anchor Cove Marina Condominium Association, a Washington non-profit corporation**

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

ASSESSOR'S PARCEL NUMBER(S): P79149 through P79200 inclusive; P79201 through P79207 inclusive; P79209 through P79300 inclusive; P79301 through P79318 inclusive; P55884.

ABBREVIATED LEGAL DESCRIPTION: Portion of S 13, Twp 35N, R 1 E W.M.

EASEMENT

The undersigned, **Anchor Cove Marina Condominium Association, a Washington non-profit corporation** ("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 permanent, perpetual, and exclusive Easement (herein the "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."

WHEREAS, the Grantor is the owner of the common area of certain real property located in Skagit County, Washington, commonly described as 1600 Fifth Street, Anacortes, Washington 98221, with the Skagit County Assessor Tax Parcel Numbers as listed above, that being the common area for the condominiums with the parcel numbers listed, and is more particularly described by the legal description attached hereto as **Exhibit "A"** and incorporated herein by reference ("Grantor's Property").

WHEREAS, the parties have executed a Release & Settlement Agreement related to this Easement agreement, and in consideration of the terms of the Release and Settlement Agreement, the parties agree that it would be in the mutual interest and benefit of both parties to have a formal Easement agreement, as provided herein.

In consideration of the forgoing, and of the following mutual terms, provisions, and covenants set forth herein, the parties hereby mutually agree as follows:

1. Nature and Location of Easement. Grantor hereby grants, dedicates and conveys to Grantee and to the public an exclusive, permanent, perpetual easement for the purposes set forth herein (the "Easement") over, under, across, and through that certain portion of Grantor's Property, as described at **Exhibit "B"**, attached hereto and incorporated by reference (the "Easement Area"), subject to the terms and conditions set forth in this Easement agreement herein.

2. Purpose and Use of Easement. Grantee, its agents, contractors, designees, successors, and/or assigns, including members of the public, shall have the right, without prior notice to Grantor, and at all times, to enter upon and use the Easement Area for any and all lawful purposes, including, but not limited to, the use of the Easement Area for public vehicle parking and other Skagit County uses and operations related in any way to the Guemes Island ferry. Nothing in this Easement agreement herein shall obligate Grantee to commence or complete any improvements whatsoever to the Easement Area; provided, however, that in the event Grantee elects to make any improvements, Grantee shall use reasonable efforts to complete all work as soon as reasonably practicable, and to reasonably minimize interference with Grantor's use of Grantor's Property. Grantee is not obligated to pay, provide, or expend any funds, and/or provide and/or perform any other services or other duties, unless otherwise specified by the terms of this Easement agreement. Grantee agrees to cooperate with Grantor to allow for the continued use and operation of an emergency access fire lane and/or gate (e.g., for fire, ambulance, and police response and access) within the Easement Area in the approximate location as such emergency access fire lane and/or gate presently exists as of the date of mutual execution of this Easement agreement.

3. No Interference with Easement. Grantor shall not undertake, authorize, permit, allow, or consent to any activity, construction, or excavation within the Easement Area including, but not limited to, digging, tunneling, or other forms of construction activity, or any other use or activity which might in any way interfere with the Grantee's exclusive use of the Easement Area for any and all lawful purposes. Grantor further agrees that no structure or obstruction including, without limitation, landscaping, vegetation, trees, fences, buildings, foundations, and/or rockeries shall be constructed or places over, upon, under, or within the Easement Area.

4. Obligations Run With the Land. Grantor warrants that Grantor has good title to the Grantor's Property (including the Easement Area) and warrants the Grantee title to and quiet enjoyment of the Easement. This Easement agreement shall be perpetual in duration, and shall run with the land, and shall be binding on the undersigned and all successors, assignees, devisees, and/or transferees of the parties and shall, in all respects, attach to the individual properties legally described in this Easement agreement.

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

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



201103150043
Skagit County Auditor

7. **Neutral Authorship.** Each of the provisions of this Easement agreement have been reviewed and negotiated, and represents the combined work product of both parties hereto. No presumption or other rules of construction which would interpret the provisions of this Easement agreement 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 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 agreement and have either done so, or have voluntarily decided not to do so. The parties represent and warrant that they have fully read this Easement agreement, that they understand its meaning and effect, that they are duly authorized to enter into this Easement agreement, and that they enter into this Easement agreement with full knowledge of its terms. The parties have entered into this Easement agreement without duress or undue influence.

8. **Captions and Counterparts.** The captions of this Easement agreement are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Easement. This Easement agreement 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.

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

10. **Entire Agreement.** This Easement agreement contains the entire agreement between the parties hereto. This Easement agreement 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. The parties recognize and agree that the consideration for this Easement agreement is particularly defined and described pursuant to the terms of the Release & Settlement Agreement between Grantor and Grantee, dated March 14, 2011, 2011 (Skagit County Contract # C20110102), and that but for the terms of the above-described Release & Settlement Agreement, the parties would not have executed this Easement agreement.

GRANTOR:

DATED this 15TH day of FEBRUARY, 2011.

**Anchor Cove Marina Condominium Association,
a Washington non-profit corporation:**

By: [Signature]
Print Name: DAVID WILTON
Title: ANCHOR COVE LEGAL CHAIRMAN

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

MAR 15 2011

Amount Paid \$ 0
Skagit Co. Treasurer
By CM Deputy



201103150043

Skagit County Auditor

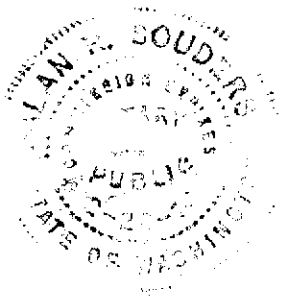
STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that David Wilton, as the Legal Chairman of Anchor Cove Marina Condominium Association, a Washington non-profit corporation, 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 15th day of Feb, 2011.

(SEAL)

Alan R. Souders
Notary Public
Print name: Alan R. Souders
Residing at: Fir Island
My appointment expires: 28 Feb 2014



201103150043
Skagit County Auditor

GRANTEE:

DATED this 14 day of march, 2011.

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

Ron Wesen
Ron Wesen, Chairman

Kenneth A. Dahlstedt
Kenneth A. Dahlstedt, Commissioner

Sharon D. Dillon
Sharon D. Dillon, Commissioner

Recommended by:

By: Henry Hark
Public Works Director

By: Bruce Garmas
Risk Manager

Approved as to Form:

By: [Signature]
Deputy Prosecuting Attorney

ATTEST:

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



201103150043
Skagit County Auditor

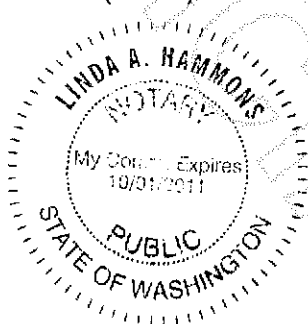
3/15/2011 Page 5 of 10 12:10PM

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that Ron Wesen, Kenneth A. Dahlstedt and/or Sharon D. Dillon 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 14 day of March, 2011.

(SEAL)



Linda Hammons
Notary Public
Print name: Linda Hammons
Residing at: Skagit County
My appointment expires: 10/31/2011



201103150043

Skagit County Auditor

3/15/2011 Page

6 of 10 12:10PM

LISSE & ASSOCIATES, PLLC

320 Milwaukee St PO Box 1109 Mount Vernon WA 98273 (360) 419-7442 FAX (360) 419-0581

Exhibit "A"

**Anchor Cove Marina, Condominium Association
(Description provided by Grantor)**

Parcel A

All that portion of Tract 5 1/2 and 6, "Plate No. 8, Tide and Shore Lands of Section 13, Township 35 North, Range 1 East of the Willamette Meridian, Anacortes Harbor," according to the map thereof on file in the office of the State Land Commissioner at Olympia, Washington and that portion of Block 139, City of Anacortes, according to the plat recorded in Volume 2 of Plats, page 4, records of Skagit County, Washington, and vacated streets adjacent thereto, described as follows:

BEGINNING at the intersection of the center lines of "J" Avenue and Sixth Street, as shown on the recorded plat of the City of Anacortes, according to the plat recorded in Volume 2 of Plats, page 4, records of Skagit County, Washington;
thence North along said center line of "J" Avenue to its point of intersection with the North boundary of the Great Northern Railway right of way being the TRUE POINT OF BEGINNING;
thence continuing North along said centerline of "J" Avenue to a point 273.5 feet North from the intersection of the center lines of "J" Avenue and Sixth Street;
thence at right angles with the centerline West 14.5 feet;
thence North parallel to said centerline 124.5 feet;
thence at right angles East 14.5 feet to the centerline;
thence North along the centerline to the Inner Harbor Line;
thence West along the Inner Harbor Line to a point of intersection with the West side boundary of Lot 5, Tract 6, as shown on Plate No. 8, Tide and Shore Lands of Section 13, Township 35 North, Range 1 East, of the Willamette Meridian, Anacortes Harbor, according to the map thereof on file in the office of the State Land Commissioner at Olympia, Washington, projected in a Northerly direction to said point of intersection;
thence South along said projected line, continuing along the West boundary of the aforesaid Lot 5, Tract 6 and if necessary, the projection of said line to point of intersection with the Northerly boundary of the Great Northern Railway right of way;
thence following the line of said Great Northern Railway right of way in an Easterly direction to the TRUE POINT OF BEGINNING.

Parcel B

All that portion of Tract 6, "Plate No. 8, Tide and Shore Lands of Section 13, Township 35 North, Range 1 East of the Willamette Meridian, Anacortes Harbor," according to the map thereof on file in the State Land Commissioner at Olympia, Washington and vacated Railroad Avenue, described as follows:



201103150043

Skagit County Auditor

BEGINNING at a point where the West line of Lot 5, Tract 6, as shown on Plate No. 8, Tide and Shore Lands of Section 13, Township 35 North, Range 1 East of the Willamette Meridian, Anacortes Harbor," according to the map thereof on file in the office of the State Land Commissioner at Olympia, Washington, intersects the Northerly line of the Great Northern Railway right of way;
thence North along the West line of said Lot 5 and said West line projected to the inner harbor line;
thence Westerly along said inner harbor line to the East line of Avenue "I";
thence South on the East line of Avenue "I" to the North line of the Great Northern Railway right of way;
thence Easterly on the North line of said right of way to a point of beginning;

EXCEPT that portion thereof, if any, lying South of the Government Meander Line.

Parcel C

A leasehold estate created by that certain lease from the Port of Anacortes, a municipal corporation, dated January 1, 1974 and recorded April 3, 1974, under Auditor's File No. 798756 and recorded May 31, 1974, under Auditor's File No. 801512 and covering the following described property:

That portion of Lots 7, 8, 9 and 10 lying Northwesterly of a line parallel with and a distance Northwesterly 25 feet from the center line of Great Northern Railway Company as conveyed to said railway company by deed recorded in Volume 90 of Deeds, page 112, records of Skagit County, Washington, all in Block 134, City of Anacortes, according to the plat recorded in Volume 2 of Plats, page 4, records of Skagit County, Washington.

TOGETHER WITH vacated portion of "J" Avenue and Fifth Street abutting thereon, which has attached thereto by operation of law.

Parcels D and E

A leasehold estate created by that certain lease from the Port of Anacortes, a municipal corporation, dated January 1, 1974 and recorded April 3, 1974, under Auditor's File No. 798757 and covering the following described property:

Parcel D

Lot 6, EXCEPT the East 25 feet thereof; and all of Lots 7, 8, 9 and 10, Tract 5, "Plate No. 8, Tide and Shore Lands of Section 13, Township 35 North, Range 1 East of the Willamette Meridian, Anacortes Harbor," according to the map thereof on file in the office of the State Land Commissioner at Olympia, Washington.

TOGETHER WITH those portions of vacationed "J" Avenue, Fifth Street and Railroad Avenue abutting thereon which have attached thereto by operation of law.



201103150043
Skagit County Auditor

3/15/2011 Page

8 of 10 12:10PM

Parcel E

Lots 12, 13, 14 and 15, EXCEPT the East 25 feet thereof, Block 135, City of Anacortes, according to the plat recorded in Volume 2 of Plats, page 4, records of Skagit County, Washington.

TOGETHER WITH vacated portion of vacated Fifth Street abutting thereon which has attached to said premises by operation of law.

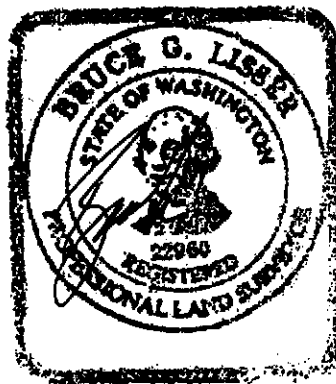
Parcel F

A leasehold estate created by that certain lease No. 2283 from the State of Washington, acting by and through the Department of Natural Resources, for a period of 30 years commencing December 11, 1973 and recorded April 3, 1974, under Auditor's File No. 798754 and covering the following described property:

All harbor area lying in front of Lots 4 through 10, inclusive, Tract 5, Lots 1 through 4, inclusive, Tract 5 1/2, Lots 5 through 10, inclusive, Tract 6 and intervening vacated Avenue "J", "Plate 8, Tide and Shore Lands of Section 13, Township 35 North, Range 1 East of the Willamette Meridian, Anacortes Harbor," according to map thereof on file in the office of State Land Commissioner at Olympia, Washington. The aforesaid being bounded by the inner and outer harbor lines, the West line of said Lot 10, Tract 6 and the East line of said Lot 4, Tract 5, both lines produced Northerly across the harbor area to the outer harbor line as shown on aforesaid tide and shore land map.

ALL OF THE ABOVE BEING SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.

All of the above situate in the City of Anacortes, County of Skagit, State of Washington.



2-1-11



201103150043
Skagit County Auditor

LISSE & ASSOCIATES, PLLC

320 Milwaukee St PO Box 1109 Mount Vernon WA 98273 (360) 419-7442 FAX (360) 419-0581

Exhibit "B"

**Easement area for the benefit of
Skagit County, a Political Subdivision of the State of Washington**

An exclusive perpetual easement over, under and across portions of Lots 3 – 10 (inclusive), Block 139 "Map of the City of Anacortes, Skagit County, Washington;"

BEGINNING at the Southwest corner of said Lot 10, Block 139, also being a point on a non-tangent curve on the Northerly margin of the reserve for right of way for the Seattle and Northern Railway shown on the face of said "Map of the City of Anacortes, Skagit County, Washington;"
thence North $1^{\circ}53'35"$ East along the West line of said Lot 10, for a distance of 18.12 feet to the Westerly projection of an existing fence line;
thence South $88^{\circ}41'38"$ East along said projected line for a distance of 1.49 feet, more or less, to a fence corner;
thence continue South $88^{\circ}41'38"$ East along said fence line for a distance of 12.87 feet to an angle point in said fence line;
thence South $87^{\circ}18'51"$ East along said fence line for a distance of 13.94 feet to an angle point in said fence line;
thence South $88^{\circ}03'22"$ East along said fence line for a distance of 66.18 feet to an angle point in said fence line;
thence South $88^{\circ}01'17"$ East along said fence line for a distance of 64.55 feet to an angle point in said fence line;
thence South $88^{\circ}02'13"$ East along said fence line for a distance of 69.09 feet;
thence South $0^{\circ}20'46"$ West for a distance of 0.49 feet, more or less, to a point on a non-tangent curve along the South line of said Lots 3-10 (inclusive), also being the Northerly margin of said reserve for right of way for the Seattle and Northern Railway;
thence along the arc of said curve to the left, also being the Southerly line of said Lots 3-10 (inclusive) and said Northerly margin, concave to the South, having an initial tangent bearing of North $89^{\circ}39'14"$ West, a radius of 2,342.00 feet, through a central angle of $5^{\circ}35'58"$ an arc distance of 228.28 feet, more or less, to the POINT OF BEGINNING.

SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.

Situate in the City of Anacortes, County of Skagit, State of Washington.

Containing 1,699 sq ft



201103150043
Skagit County Auditor

3/15/2011 Page 10 of 10 12:10PM

E:\Office\Legal\10-024 C 01261



2-1-11