

Recording Requested By And
When Recorded Mail To:

Anchor Cove Marina Condominium Association
c/o: Alan R. Souders, Attorney
913 Seventh Street
Anacortes, WA 98221



201103150044

Skagit County Auditor

3/15/2011 Page 1 of 11 12:11PM

DOCUMENT TITLE: Easement

SKAGIT COUNTY
Contract # C20110103
Page 1 of 11

REFERENCE NUMBER OF RELATED DOCUMENT:

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

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

ASSESSOR'S TAX / PARCEL NUMBER(S): P112708 (XrefID: 3772-134-020-0000)

ABBREVIATED LEGAL DESCRIPTION: An easement located on a portion of ANACORTES, BLOCK 134, THAT PORTION OF BLOCK 134, LYING SOUTH OF THE SOUTH LINE OF THE ALLEY AS SHOWN IN SAID BLOCK 134, INCLUDING THAT PORTION OF THE "RESERVE FOR RIGHT OF WAY FOR THE SEATTLE AND NORTHERN RAILWAY" INCLUDED WITHIN THE BOUNDARIES OF SAID PORTION OF BLOCK 134. TOGETHER WITH ALL OF THE ALLEY IN SAID BLOCK 134 AND THE EAST 1/2 OF "J" STREET ADJACENT TO SAID PORTION OF BLOCK 134 AND ADJACENT TO THE ALLEY IN SAID BLOCK 134, ALL AS VACATED BY CITY OF ANACORTES ORDINANCE NO. 2044, RECORDED OCTOBER 13, 1987, UNDER AUDITOR'S FILE NO. 8710130044. THAT PORTION OF BLOCK 134, LYING SOUTH OF THE SOUTH LINE OF THE ALLEY AS SHOWN IN SAID BLOCK 134, INCLUDING THAT PORTION OF THE "RESERVE FOR RIGHT OF WAY FOR THE SEATTLE AND NORTHERN RAILWAY" INCLUDED WITHIN THE BOUNDARIES OF SAID PORTION OF BLOCK 134. TOGETHER WITH ALL OF THE ALLEY IN SAID BLOCK 134 AND THE EAST 1/2 OF "J" STREET ADJACENT TO SAID PORTION OF BLOCK 134 AND ADJACENT TO THE ALLEY IN SAID BLOCK 134, ALL AS VACATED BY CITY OF ANACORTES ORDINANCE NO. 2044, RECORDED OCTOBER 13, 1987, UNDER AUDITOR'S FILE NO. 8710130044.

EASEMENT

The undersigned, **Skagit County, a Political Subdivision of the State of Washington, Anchor ("Grantor" herein), and Anchor Cove Marina Condominium Association, a Washington non-profit corporation, ("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 fee-simple owner of certain real property located in Skagit County, Washington, commonly described as Skagit County Assessor Tax Parcel Number: P112708 (XrefID: 3772-134-020-0000), 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 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, 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 marina related purposes. 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 restore the Easement Area within a reasonable period of time after commencing such work so as to minimize the 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.

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.



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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.

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.

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

MAR 15 2011

Amount Paid \$ 40
Skagit Co. Treasurer
By am Deputy



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GRANTOR:

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 Hall
Public Works Director

By: Bruce Karmas
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



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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: 10/01/2011



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GRANTEE:

DATED this 15th day of FEBRUARY, 2011.

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

By: *David Wilton*

Print Name: DAVID WILTON

Title: ANCHOR COVE LEGAL CHAIRMAN

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. Souder

Notary Public

Print name: Alan R. Souder

Residing at: Fir Island

My appointment expires: 28 Feb 2014



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LISSER & ASSOCIATES, PLLC

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

Exhibit "A"

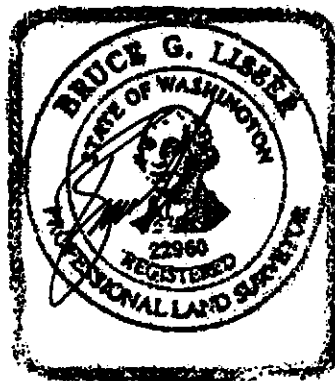
Skagit County, a Political Subdivision of the State of Washington

That portion of Block 134, "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, lying South of the South line of the alley as shown in said Block 134, including that portion of the reserve for right of way for the Seattle and Northern Railway included within the boundaries of said portion of Block 134.

TOGETHER WITH all of the alley in said Block 134 and the East 1/2 of "J" Street adjacent to said portion of Block 134 and adjacent to the alley in said Block 134, all as vacated by City of Anacortes Ordinance No. 2044, recorded October 13, 1987, under Auditor's File No. 8710130044, records of Skagit County, Washington.

ALSO 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.



2-1-11



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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
Anchor Cove Marina, Condominium Association**

An exclusive perpetual easement over, under and across a portion of the vacated alley in Block 134, "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; and that portion of the reserve for right of way for the Seattle and Northern Railway included within the boundaries of said Block 134 and also that portion of vacated "J" Avenue being more particularly described as follows:

BEGINNING at the Southeast corner of Lot 1, Block 134 also being the Northeast corner of said vacated alley on "Map of the City of Anacortes, Skagit County, Washington;"
thence South 1°50'00" West along the Southerly projection of the East line of said Lot 1, also being the Westerly right of way margin of K Avenue for a distance of 2.94 feet, to the Easterly projection of an existing fence line;
thence North 88°06'08" West along said projected line for a distance of 1.70 feet, more or less, to a fence corner;
thence continue North 88°06'08" West along said fence line for a distance of 217.97 feet to an angle point in said fence line;
thence North 88°01'49" West along said fence line for a distance of 106.84 feet, to an angle point in said fence line;
thence South 84°32'35" West along said fence line for a distance of 2.27 feet, to an angle point in said fence line;
thence North 2°24'28" West along said fence line for a distance of 6.43 feet, to an angle point in said fence line;
thence North 12°52'56" West along said fence line or fence line extended for a distance of 12.02 feet, more or less, to a point on a non-tangent curve on the Northerly margin of said reserve for right of way for the Seattle and Northern Railway;
thence along said Northerly margin, being on a curve to the right concave to the South, having an initial tangent bearing of South 86°44'44" East, a radius of 2,342.00 feet, through a central angle of 4°13'23", an arc distance 172.62 feet, to a point of compound curvature;
thence continue along said Northerly margin, along the arc of said curve to the right having a radius of 1,482.66, through a central angle of 1°34'44", an arc distance of 40.86 feet, more or less, to the North line of said vacated alley in Block 134 at a point bearing North 88°06'54" West from the POINT OF BEGINNING;
thence South 88°06'54" East along the North line of said vacated alley, also being the South line of Lots 1, 2, 3 and 4, said Block 134 for a distance of 119.45 feet, more or less, to the POINT OF BEGINNING.



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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 2,884 sq ft



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Exhibit "B"

**Preliminary Draft Survey Depicting Alleged
Encroachments & Current Fire Lane Access.**



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PREFINISHED

GUENES CHANNEL

DRAFT

ROAD EXISTING
SKAGIT SANITARY
W/ 12" DIA. RIGID
PIPE

RAILROAD AVENUE
(WIDENED)

ANCHOR COVE MARINA
A.F. NO. 020123

5TH STREET

1 AVENUE

J AVENUE

K AVENUE

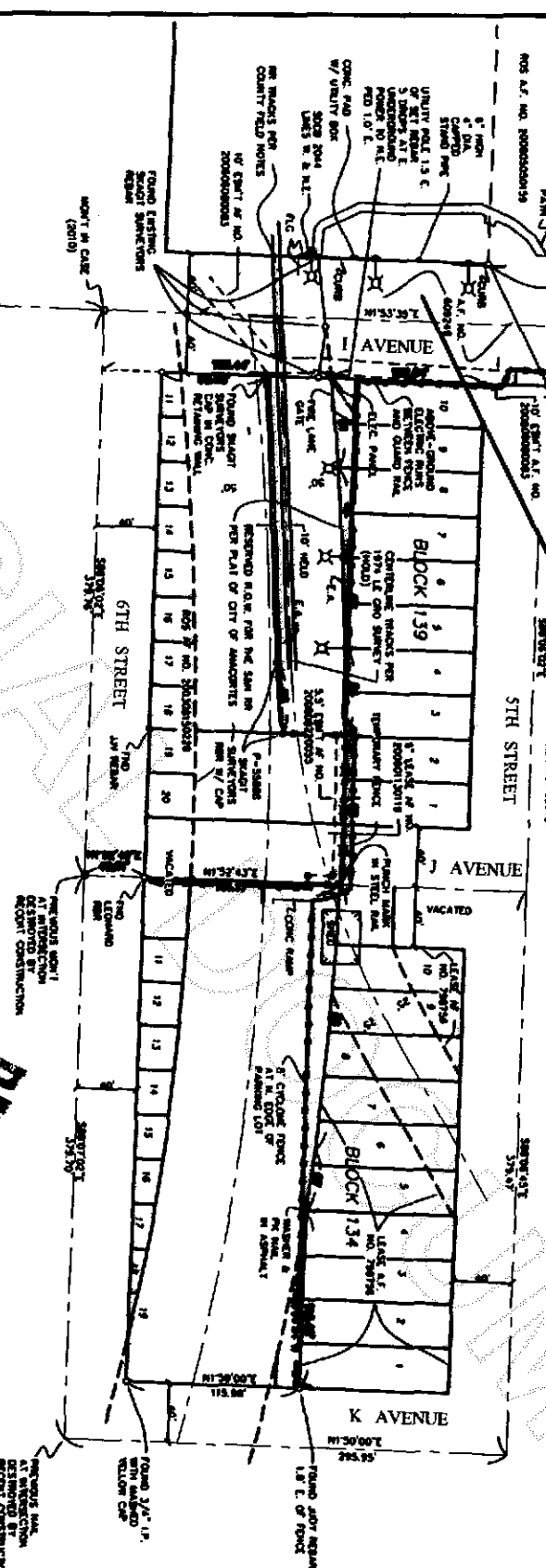
6TH STREET

8TH STREET

DRAFT

LEGEND

- STREET LIGHT
- STORM DRAIN CATCH BASIN (CBAS)
- UTILITY POLE
- UNDERGROUND POWER
- EDGE OF ASPHALT
- LANDSCAPE
- PARKING SIGN



SHEET 2 OF 2

DATE: 3/28/08

FOR: SKAGIT COUNTY

DESIGNED: ASSIGNED	USER: E. ASSOCIATES, PLLC
DRAWN: ASSIGNED	SANITARY & LAND-USE CONSULTING
CHECKED: ASSIGNED	30-01-744

78 310 PG 34

SUBJECT: A PORTION OF THE
SW 1/4 OF THE NW 1/4 OF
SECTION 12, T. 34 N., R. 4 E., W. 4.
SKAGIT COUNTY, WASHINGTON
FOR: OLD HWY 99, LLC

SCALE: 1" = 100'
DWC: DB-CO-00005



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