

After Recording, Return To:

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



201201050054  
Skagit County Auditor

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**DOCUMENT:**

**RIGHT OF WAY AND ROAD  
MAINTENANCE AGREEMENT**

**GRANTOR:**

**PORT OF ANACORTES**

**GRANTEE:**

**CITY OF ANACORTES**

**ABBREVIATED LEGAL:**

**PTN OF TIDE AND SHORE LANDS OF**

**A. H. IN S18, T35N, R2E (SEE ATTACHED)**

**ASSESSOR'S TAX PARCEL NOS.:**

**3776-023-000-0008/P56862; 350218-0-018-0007/  
P32877; 350218-0-018-0007/P32877**

**REFERENCE NUMBER OF  
RELATED DOCUMENT:**

**N/A**

**LAND TITLE OF SKAGIT COUNTY**

**141023:OAE**

**RIGHT OF WAY AND ROAD MAINTENANCE AGREEMENT**

COME NOW, the Grantor, the **Port of Anacortes** (hereinafter the "Port"), and the Grantee, the **City of Anacortes** (hereinafter the "City"), enter into this RIGHT OF WAY AND ROAD MAINTENANCE AGREEMENT (the "Agreement") subject to the following terms and conditions:

**1. EASEMENT**

The Port, as partial consideration for the City's vacation of certain City streets by City Ordinance 2862 dated November 21, 2011 and City Ordinance 2863 dated November 21, 2011 and the conveyance of certain real property from the City to the Port pursuant to that certain Interlocal Agreement between the City and the Port dated November 21, 2011 and recorded as Skagit County Auditor File No. 201201050049 \* on JANUARY 5, 2012, conveys, subject to the covenants set forth herein, to the City the easement described in Exhibit "A" attached hereto and incorporated herein by this reference, situated in the Skagit County, Washington (the "Easement") for purposes of a public right of way.

**\* & 201201050050**

**RIGHT OF WAY AND ROAD  
MAINTENANCE AGREEMENT - 1**

2. **MAINTENANCE**

The City shall be solely responsible for the maintenance, repair and upkeep of the road way on the Easement area.

3. **OBLIGATIONS RUN WITH THE LAND**

The rights and obligations contained in this Agreement shall be perpetual in duration, shall constitute covenants running with the land, and shall be binding on the undersigned and all successors, assignees, devisees, or transferees of the parties and shall, in all respects, and attach to the property legally described in this Agreement.

4. **SEVERABILITY**

Should any provision of this Agreement be found to be void or otherwise unenforceable, all other provisions shall remain enforceable and binding.

5. **GOVERNING LAW**

This Agreement shall be construed under the laws of the state of Washington.

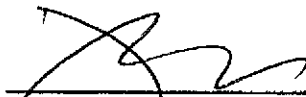
6. **ENTIRE AGREEMENT**

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

Dated this 28<sup>th</sup> day of November, ~~2010~~ 2011

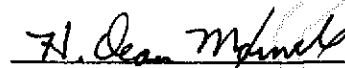
**GRANTOR:**

**PORT OF ANACORTES**

  
Robert W. Hyde  
Executive Director

**GRANTEE:**

**CITY OF ANACORTES**

  
Dean Maxwell  
Mayor

RIGHT OF WAY AND ROAD  
MAINTENANCE AGREEMENT - 2

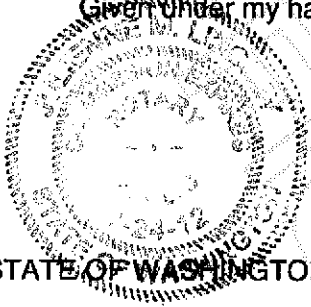


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STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAGIT )

On this day personally appeared before me **Robert W. Hyde** known to be the Executive Director of the **Port of Anacortes** and on oath verified that he was authorized to execute this document on behalf of the municipal corporation for the uses and purposes therein mentioned.

Given under my hand and official seal this 23<sup>rd</sup> day of November, ~~2010~~  
2011

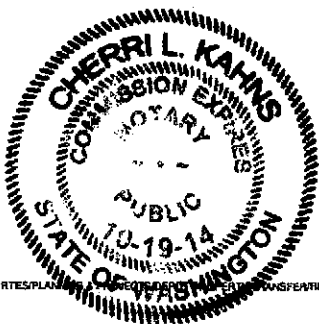


Julie M. Lindsey  
Print Name: Julie M. Lindsey  
NOTARY PUBLIC in and for the  
State of Washington, residing at Anacortes, WA

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAGIT )

On this day personally appeared before me **Dean Maxwell** known to be the **Mayor** of the City of Anacortes and on oath verified that he was authorized to execute this document on behalf of the municipal corporation for the uses and purposes therein mentioned.

Given under my hand and official seal this 28<sup>th</sup> day of November, ~~2010~~  
2011



Cheri L. Kahns  
Print Name: Cheri L. Kahns  
NOTARY PUBLIC in and for the  
State of Washington, residing at Mount Vernon

PORT OF ANACORTES/PLAN 11-1-10/RECEIVED/11-1-10/RIGHT OF WAY AGREEMENT\_06-17-10

RIGHT OF WAY AND ROAD  
MAINTENANCE AGREEMENT - 3



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**MARKET STREET Right of Way  
LEGAL DESCRIPTION**

All those portions of 'Block 23, together with the vacated alley and vacated 7<sup>th</sup> Street and S Avenue abutting said Block 23, as shown on "BOWMAN'S CENTRAL SHIP HARBOR WATER FRONT PLAT OF ANACORTES, SKAGIT COUNTY, WASHINGTON", recorded in Volume 2 of Plats at page 33, records of Skagit County, Washington; of Tracts 22 and 30, Plate 9, Tide and Shore Lands of Anacortes Harbor in Section 18, Township 35 North, Range 2 East, W.M., according to the official map thereof in the office of the State Land Commissioner at Olympia, Washington, together with vacated 7th and 8th Streets abutting and within said Tracts 22 and 31; and of vacated Market Street, also known as Motor Line Avenue, being more particularly described as follows:

Commencing at the intersection of the centerlines of 9th Street and R Avenue as shown on said Plate 9;

**thence** South 88° 01' 09" East along the Easterly extension of the centerline of said 9th Street, 40.00 feet to the East right-of-way margin of said R Avenue and the **TRUE POINT OF BEGINNING**;

**thence** North 1° 52' 07" East along said East right-of-way margin, 62.98 feet;

**thence** North 35° 01' 41" East, 40.92 feet;

**thence** North 22° 32' 18" East, 785.74 feet to the Westerly right-of-way margin of said vacated "S" Avenue;

**thence** North 1° 52' 41" East along said West right-of-way margin, 14.99 feet to the South right-of-way margin of 6th Street;

**thence** South 88° 01' 26" East along said South right-of-way margin, 69.78 feet;

**thence** South 22° 32' 18" West, 831.02 feet;

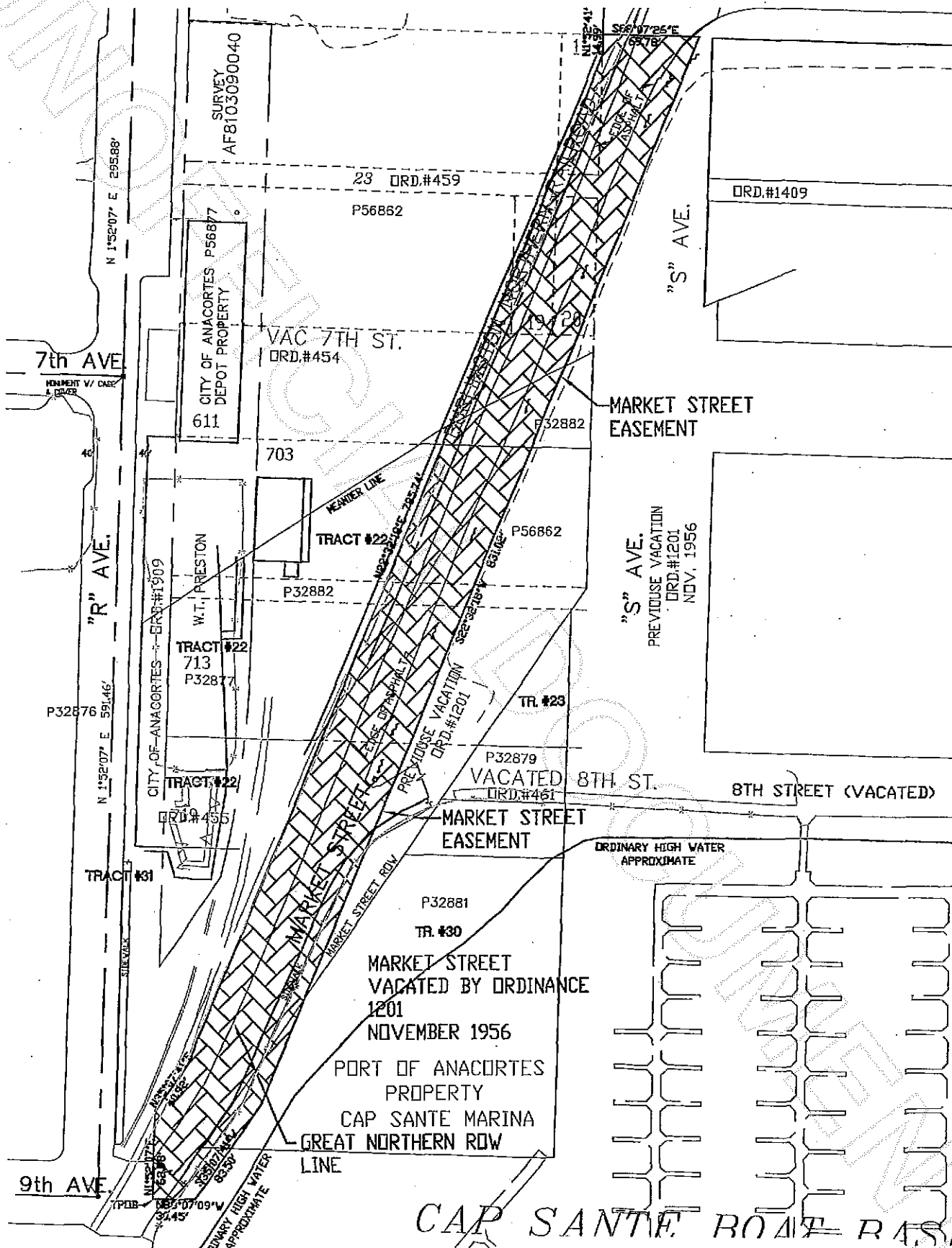
**thence** South 35° 01' 41" West, 83.50 feet to said Easterly extension of the centerline of 9th Street;

**thence** North 88° 01' 09" West along said Easterly extension, 30.45 feet to the **TRUE POINT OF BEGINNING**.

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



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