



201205150049

Skagit County Auditor

5/15/2012 Page 1 of 10 1:52PM

After recording, return to:

Skagit County Public Works Department
Attn: Jennifer Swanson
1800 Continental Place
Mount Vernon, WA 98273

SKAGIT COUNTY
Contract # C20120199
Page 1 of 10

DOCUMENT TITLE: RIGHT-OF-WAY EASEMENT**GRANTOR(S):** PORT OF SKAGIT COUNTY, a Washington port district.**GRANTEE(S):** SKAGIT COUNTY, a Washington municipal corporation.

ABBREVIATED LEGAL: Strip of land along the East margin of Farm to Market Road and North margin of Josh Wilson Road all lying in Lot 1 Short Plat 93-070, approved October 27, 1993, recorded October 28, 1993, under Auditor's File No. 9310280082, being a portion of the Northwest ¼ of Section 33, Township 35 North, Range 03 East, Willamette Meridian, records of Skagit County, Washington.

ASSESSOR'S TAX / PARCEL NUMBER(S): P109551 (XrefID: 350333-2-005-0100)

RIGHT-OF-WAY EASEMENT

This Right-of-Way Easement (the "Easement Agreement"), is made by and between, **Skagit County**, a Washington municipal corporation ("Grantee") and the **Port of Skagit County**, a Washington municipal corporation ("Grantor"). Grantor and Grantee may be individually referred to herein as a "party" and may be collectively referred to herein as the "parties".

RECITALS

Grantor is the fee-simple owner of certain real property located in Skagit County, Washington, described by the legal description attached hereto as **Exhibit "A"** and incorporated herein by reference ("Grantor's Property").

**RIGHT-OF- WAY EASEMENT
PORT OF SKAGIT COUNTY, GRANTOR
SKAGIT COUNTY, GRANTEE**

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SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

MAY 15 2012

Amount Paid \$ ✓
Skagit Co. Treasurer
By *MAM* Deputy

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

1. **Grant of Easement.** Grantor hereby forever grants, conveys, and dedicates to Grantee a perpetual right-of-way easement for the purposes set forth herein (the "Easement") over, under, across, and through that certain portion of Grantor's Property, as more particularly described at **Exhibit "B"** and as depicted in **Exhibit "C"**, attached hereto and incorporated by reference (the "Easement Area"), subject to the terms and conditions set forth in this Easement Agreement herein.

2. **Purpose, Maintenance, Improvements and Use.** Grantee, its agents, contractors, designees, successors, and/or assigns, including members of the public, shall have the right, without prior notice to Grantor, at such times as are deemed necessary or appropriate by Grantee, to enter upon the Easement Area to use, travel upon, inspect, construct, reconstruct, operate, maintain, repair, replace, and utilize the Easement Area for any and all public road and right-of-way purposes. Nothing in this Easement Agreement herein shall obligate Grantee to commence or complete any improvements whatsoever to the Easement Area within any specific period of time; 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, if applicable, to restore the Easement Area (to a substantially similar condition as existed prior to the commencement of any such work by Grantee) 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 shall obtain all permits for any improvements contracted in the Easement Area and shall at all times comply with applicable legal requirements for activities conducted on the Easement Area. The design and constructions of any improvements shall comply with any rules, covenants, conditions and restrictions generally applicable to Grantor's Property.

3. **Obligations Run With the Land.** 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.

4. **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 terms of this Easement Agreement shall be in Whatcom County, State of Washington.

5. **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 Agreement. 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 chosen not to do so. The parties represent and warrant that they have fully read this Easement Agreement,

**RIGHT-OF-WAY EASEMENT
PORT OF SKAGIT COUNTY, GRANTOR
SKAGIT COUNTY, GRANTEE**



that they understand its meaning and effect, 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.

6. **Recording.** This Easement Agreement shall be recorded with the Skagit County auditor, and shall become effective immediately upon recording.

7. **Modifications, Waivers, and Severability.** The Easement Agreement may be changed, modified, amended or waived only by subsequent written agreement executed by the parties hereto (and recorded with the Skagit County Auditor). Waiver or breach of any term or condition of this Easement Agreement shall not be considered a waiver of any prior or subsequent breach. In the event any term or condition of this Easement Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Easement Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Easement Agreement are declared severable.

8. **Captions.** 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 Agreement.

9. **Utilities.** Grantor shall have the right to place, use, have, and maintain utilities (i.e., water lines, electrical lines, fiber lines, etc.) within the Easement Area; provided, that such utilities (placed by Grantor) that are placed and maintained by Grantor do not unreasonably interfere with the use and maintenance of the Easement Area by the Grantee or the public, or interfere with any franchise rights concerning the Easement Area. Any such utilities placed by Grantor shall be placed, used, and maintained in accordance with applicable State and County laws, rules, regulations, and policies (specifically including, if applicable, but not limited to, the terms of a separate Franchise Agreement[s] to be negotiated and executed by and between the Grantor and Grantee).

10. **Preservation of Navigable Airspace.** All facilities to be located within the Easement Area shall be limited to a maximum elevation that is below the imaginary surfaces established under the Code of Federal Regulations, Title 14, Part 77, Subparts 77.19, 77.21, or 77.23 for the protection of take-off and landing areas at Skagit Regional Airport, as defined at the time of construction.

11. **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 parole or written evidence of prior agreements and negotiations, except upon the subsequent written agreement of the parties.




Grantor:

DATED this 17th day of April, 2012

**PORT OF SKAGIT COUNTY
BOARD OF COMMISSIONERS**


WILLIAM SHULER


KEVIN WARE


STEVEN OMDAL

Address:
15400 Airport Drive
Burlington, WA 98223

**RIGHT-OF- WAY EASEMENT
PORT OF SKAGIT COUNTY, GRANTOR
SKAGIT COUNTY, GRANTEE**



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Skagit County Auditor

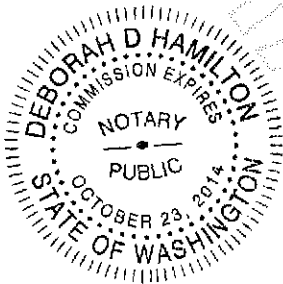
STATE OF WASHINGTON

COUNTY OF SKAGIT

} ss.

I certify that I know or have satisfactory evidence that William Shuler, Kevin Ware, and/or Steven Omdal is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument, on oath stated that he/she/they was/were authorized execute the instrument and acknowledged it as Commissioner(s) of the Port of Skagit County, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

DATED this 17th day of April, 2012.



Deborah D. Hamilton

Notary Public

print name: Deborah D. Hamilton

Residing at Burlington, WA

My commission expires 10-23-14

Grantee:

RIGHT-OF- WAY EASEMENT
PORT OF SKAGIT COUNTY, GRANTOR
SKAGIT COUNTY, GRANTEE

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DATED this 14 day of May, 2012.

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

Kenneth A. Dahlstedt
Kenneth A. Dahlstedt, Chairman

Sharon D. Dillon
Sharon D. Dillon, Commissioner

Ron Wesen
Ron Wesen, Commissioner

Attest:

Amber K. V. ; ASH
Clerk of the Board

For contracts under \$5,000:
Authorization per Resolution R20030146

Recommended:

Henry Hask
Department Head

County Administrator

Approved as to form:

[Signature] 5/7/12
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Breie Kaarmus 5/9/2012
Risk Manager

Approved as to budget:

Lisa Joigne
Budget & Finance Director

RIGHT-OF- WAY EASEMENT
PORT OF SKAGIT COUNTY, GRANTOR
SKAGIT COUNTY, GRANTEE



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Skagit County Auditor

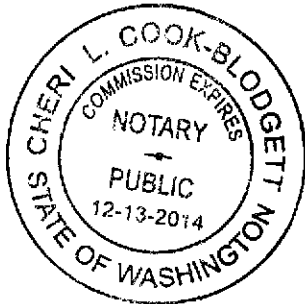
STATE OF WASHINGTON

COUNTY OF SKAGIT

ss.

I certify that I know or have satisfactory evidence that Kenneth A. Dahlstedt, Sharon D. Dillon, 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 14th day of May, 2012.



Cheri Cook-Blodgett
Notary Public

print name: CHERI COOK-BLODGETT

Residing at CONCRETE

My commission expires 12-13-2014

RIGHT-OF-WAY EASEMENT
PORT OF SKAGIT COUNTY, GRANTOR
SKAGIT COUNTY, GRANTEE

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Skagit County Auditor

Exhibit "A"

Legal Description for Grantor's Property

Lots 1,2,3 and 4 of Short Plat 93-070, approved October 27, 1993, recorded October 28, 1993, under Auditor's File No. 9310280082, being a portion of the Northwest ¼ of Section 33, Township 35 North, Range 03 East, Willamette Meridian., records of Skagit County, Washington.

SUBJECT TO easements and restrictions of record, including matters disclosed on the face of Short Plat No. 93-070.
Situate in county of Skagit, state of Washington.

**RIGHT-OF- WAY EASEMENT
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SKAGIT COUNTY, GRANTEE**



Exhibit "B"

Legal Description of Easement Area

COMMENCING at the Northwest Corner of Section 33, Township 35 North, Range 03 East, Willamette Meridian.

Thence, North 89° 55' 18" East, a distance of 348.71 feet along the North line of the above mentioned Section 33,

Thence, South 01° 19' 28" East, a distance of 30.00 feet to the TRUE POINT OF BEGINNING, which is the Northeast Property Corner of Lot 1 of Short Plat 93-070, approved October 27, 1993, recorded October 28, 1993, under Auditor's File No. 9310280082, being a portion of the Northwest ¼ of Section 33, Township 35 North, Range 03 East, Willamette Meridian., records of Skagit County, Washington.

Thence, continuing South 01° 19' 28" East, a distance of 20.00 feet along the east line of the above mentioned Lot 1,

Thence, South 89° 55' 18" West, a distance of 168.23 feet to an angle point,

Thence, South 59° 14' 21" West, a distance of 137.18 feet to an angle point,

Thence, South 01° 46' 44" East, a distance of 440.49 feet,

Thence, South 88° 13' 16" West, a distance of 30.00 feet to the East Right of Way of Farm to Market Road,

Thence North 01° 46' 44" West, along the East Right of Way of Farm to Market Road, a distance of 531.42 feet,

Thence, North 89° 55' 18" East, a distance of 318.16 feet to the TRUE POINT OF BEGINNING and the terminus of this description.

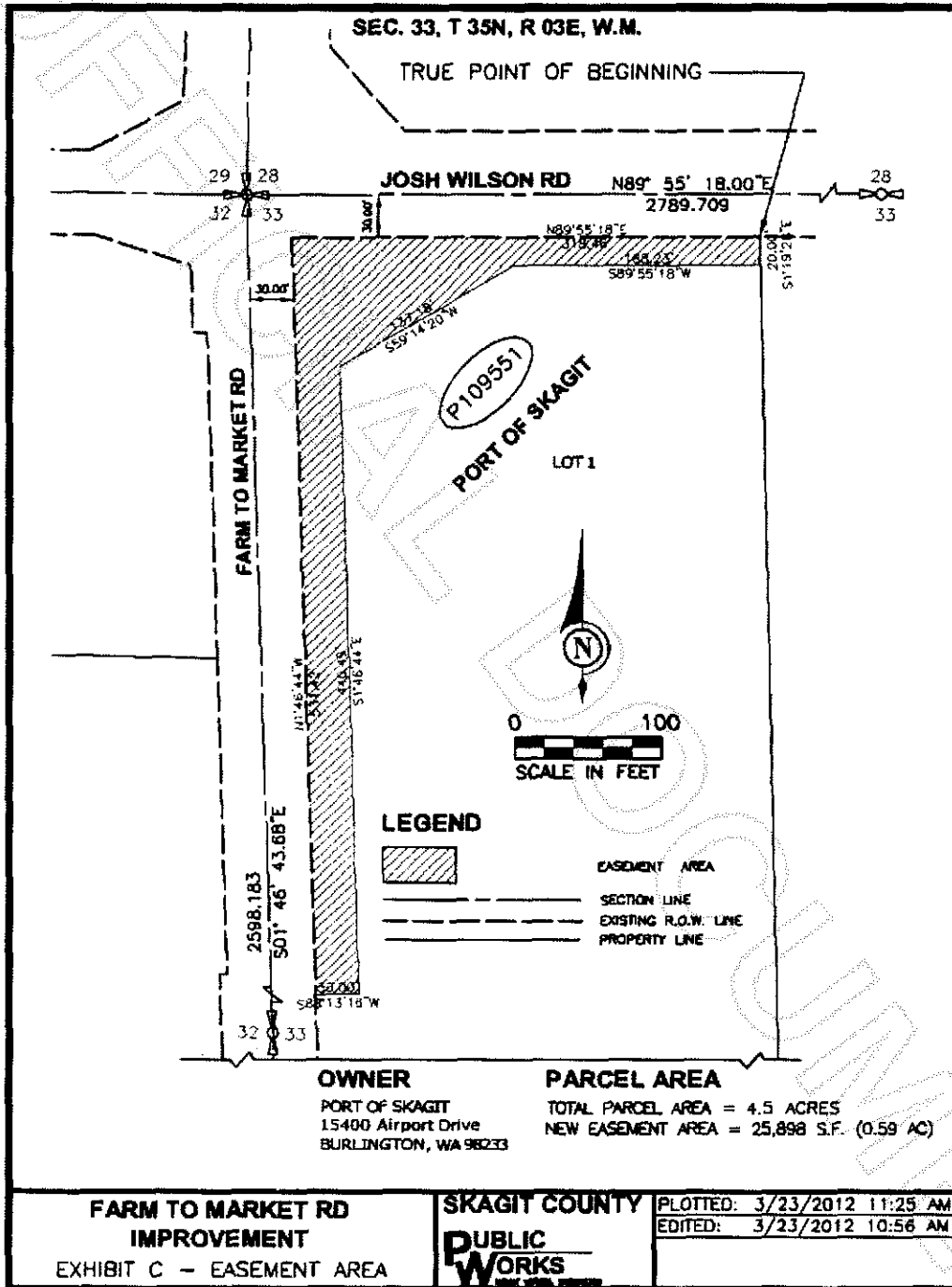
SUBJECT TO easements and restrictions of record, including matters disclosed on the face of Short Plat No. 93-070.

Situate in county of Skagit, state of Washington.

**RIGHT-OF- WAY EASEMENT
PORT OF SKAGIT COUNTY, GRANTOR
SKAGIT COUNTY, GRANTEE**



Exhibit "C"



RIGHT-OF-WAY EASEMENT
PORT OF SKAGIT COUNTY, GRANTOR
SKAGIT COUNTY, GRANTEE



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