



201210260047  
Skagit County Auditor

10/26/2012 Page

1 of 10 9:35AM

After recording, return to:

Town of La Conner  
P.O. Box 400  
La Conner, WA 98257

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Document Title: Consent to Grant of Easement

Reference number of documents assigned or released: (reference DNR lease and Easement)

Grantor(s): Richard Stackhouse

Grantee(s): The Town of La Conner and the state of Washington, Department of Natural Resources

Legal Description: Exhibit A

PTN TR 5 Plate 18 LaConner  
36-34-2 NE Tidelands

Assessor's Parcel/Tax I.D. Number: P74453

## CONSENT TO GRANT OF EASEMENT

This Consent to Grant of Easement (this "Consent") is made this 31<sup>st</sup> day of August, 2012.

### I. RECITALS

**WHEREAS**, the Washington Department of Natural Resources ("Lessor") and Richard Stackhouse, an individual, as successor to James F. Grobschmit, and individual, are parties to DNR leases No. 22-002555 dated July 10, 1981 and as amended (the "Lease") concerning the real property legally described in Exhibit A and depicted in Exhibit B hereto (the "Property"); and

**WHEREAS**, Lessor has granted to the Town of La Conner ("Grantee") an easement for construction, repair, maintenance and use of a public access boardwalk over, on and across a portion of the Property legally described in Exhibit C and depicted in Exhibit D hereto (the "Easement Area") for the purposes and subject to the conditions therein stated; and

**WHEREAS**, the Lessee recognizes the benefit to the public and itself to be derived from the Easement; and

**WHEREAS**, parties acknowledge that the parties' promises, obligations and rights set forth in this Consent constitute adequate and significant mutual consideration;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS

### II. CONSENT

A. Lessee hereby consents to the Easement, for the purposes and subject to the terms therein stated, over, on and across the Easement Area subject to the following terms and conditions:

1. Grantee shall construct all improvements within the Easement Area solely at its own cost and expense and in compliance with applicable federal, state and local laws and regulations.
2. Grantee shall, prior to obtaining a building permit for the improvements provide to Lessee plans accurately depicting said improvements. Lessee shall reasonably approve or disapprove said plans within seven (7) days of such submission. In the event Lessee does not so respond, the plans will be deemed approved.

CONSENT TO EASEMENT  
RICHARD STACKHOUSE, LESSEE



201210260047

Skagit County Auditor

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX Page 2 of 6

OCT 26 2012

Amount Paid \$ ☒  
Skagit Co. Treasurer  
By *mm* Deputy

submission. In the event Lessee does not so respond, the plans will be deemed approved.

3. Grantee shall notify Lessee at least seven (7) days prior to commencement of construction of the improvements. All improvements shall be constructed and maintained so as to cause minimal disruption of Lessee's quiet enjoyment of the Property. Grantee shall cause all improvements to be promptly constructed in a workman like manner. Grantee shall indemnify and hold harmless Lessee from any claim of lien based on Grantee's construction, repair or maintenance of the improvements within the Easement Area.
4. All improvements, while intended for the safe convenient passage of the public, shall be designed and constructed to protect the safety and security of Lessee, Lessee's property and Lessee's invitees.
5. Grantee shall indemnify and hold harmless Lessee from any personal injury to members of the public based on claims related to the use of the Easement Area and not caused by the intentional act or the negligence of the Lessee. Grantee shall further indemnify and hold harmless Lessee from any damage to its property caused by the Grantee, Grantee's contractors or a member of the public; provided, that any claim against such contractor or member of the public is assigned by Lessee to Grantee.
6. Grantee shall undertake as needed repairs and maintenance to the Easement Area at its sole cost. Should Lessee become aware of damage to the improvements or the presence of any dangerous condition in the Easement Area, Lessee shall immediately attempt to so inform Grantee by telephone at the telephone set forth in paragraph 9 below.
7. Lessee shall neither impede nor interfere with the public's lawful use of the Easement Area in compliance with the terms and conditions of the Easement.
8. Lessee, shall, upon termination or assignment of the Lease: (1) provide to the Grantee the name, address and telephone of the successor lessee, if any; and (2) provide a copy of this Consent to any successor.
9. Notices as called for herein, including notice of change of address, shall be given by hand delivery or U.S. Mail and shall be deemed received on the date of delivery or three days after deposit, postage prepaid, in the U.S. Mail to the parties at the following addresses:

To Lessee:

Richard Stackhouse  
c/o General Delivery  
Port Hadlock, WA 98339  
Telephone: (805) 680-6769

CONSENT TO EASEMENT  
RICHARD STACKHOUSE, LESSEE  
TOWN OF La CONNER, GRANTEE

Page 3 of 6



201210260047  
Skagit County Auditor

10/26/2012 Page

3 of 10 9:35AM

To Lessor:

Town of La Conner  
P.O. Box 400  
204 Douglas Street  
La Conner, WA 98257  
Attention: Town Administrator  
Telephone 360-466-3125

10. This Consent shall be construed according to the laws of the state of Washington. Venue for any action based on this Consent shall be commenced in Skagit County Superior Court and the prevailing party shall receive an award of its reasonable attorney fees and costs, including appeals.
11. Except as set forth in paragraph 5 above, Lessee waives any and all claims for a "taking" and/or compensation for condemnation or inverse condemnation, loss of business opportunity, loss of income or loss of value of its property or loss of value to its leasehold interest in the Lease.

CONSENT TO EASEMENT  
RICHARD STACKHOUSE, LESSEE  
TOWN OF La CONNER, GRANTEE

Page 4 of 6

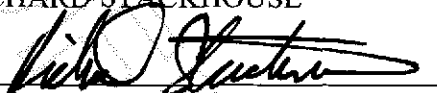


201210260047  
Skagit County Auditor

**LESSEE**

RICHARD STACKHOUSE

By  
Its



Date

8/31/12

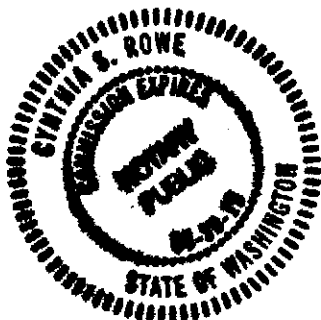
STATE OF WASHINGTON )

) ss.

COUNTY OF SKAGIT )

On this 31<sup>st</sup> day of August, 2012 before me, the undersigned, a Notary Public in and for the state of Washington, duly commissioned and sworn, personally appeared Richard Stackhouse to me known to be the \_\_\_\_\_ [title] and \_\_\_\_\_ [title], respectively of Richard Stackhouse that executed the foregoing instrument, and acknowledged the said instrument to be his free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they/he/she is/are authorized to execute the said instrument,

Given under my hand and official seal this 31<sup>st</sup> day of August 2012





Notary Public in and for the state of  
Washington, residing at La Conner  
My commission expires: 6-30-15

Printed Name: CYNTHIA S. ROWE

CONSENT TO EASEMENT  
RICHARD STACKHOUSE, LESSEE  
TOWN OF La CONNER, GRANTEE

Page 5 of 6



201210260047  
Skagit County Auditor

By Ramon Hayes, Mayor

By Ramon Hayes, Mayor

Date September 13, 2012

**Attest:**

By Lorraine Taylor  
Lorraine Taylor, Clerk/Treasurer

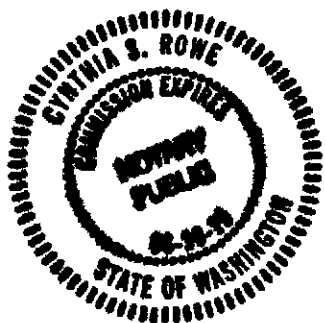
Approved as to form:

By Brad E. Furlong  
Bradford E. Furlong, WSBA 12924  
Town Attorney

[illegible]

On this 13<sup>th</sup> day of September 2012 before me, the undersigned, a Notary Public in and for the state of Washington, duly commissioned and sworn, personally appeared Ramon Hayes and Lorraine Taylor to me known to be the Mayor and Clerk/Treasurer respectively of the Town of La Conner the municipal corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument.

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



Cynthia S. Rowe  
Notary Public in and for the state of  
Washington, residing at La Conner  
My commission expires: 6-30-15

Printed Name: CYNTHIA S. ROWE

**CONSENT TO EASEMENT  
RICHARD STACKHOUSE, LESSEE  
TOWN OF La CONNER, GRANTEE**

Page 6 of 6



Skagit County Auditor

## Exhibit A - Legal Description

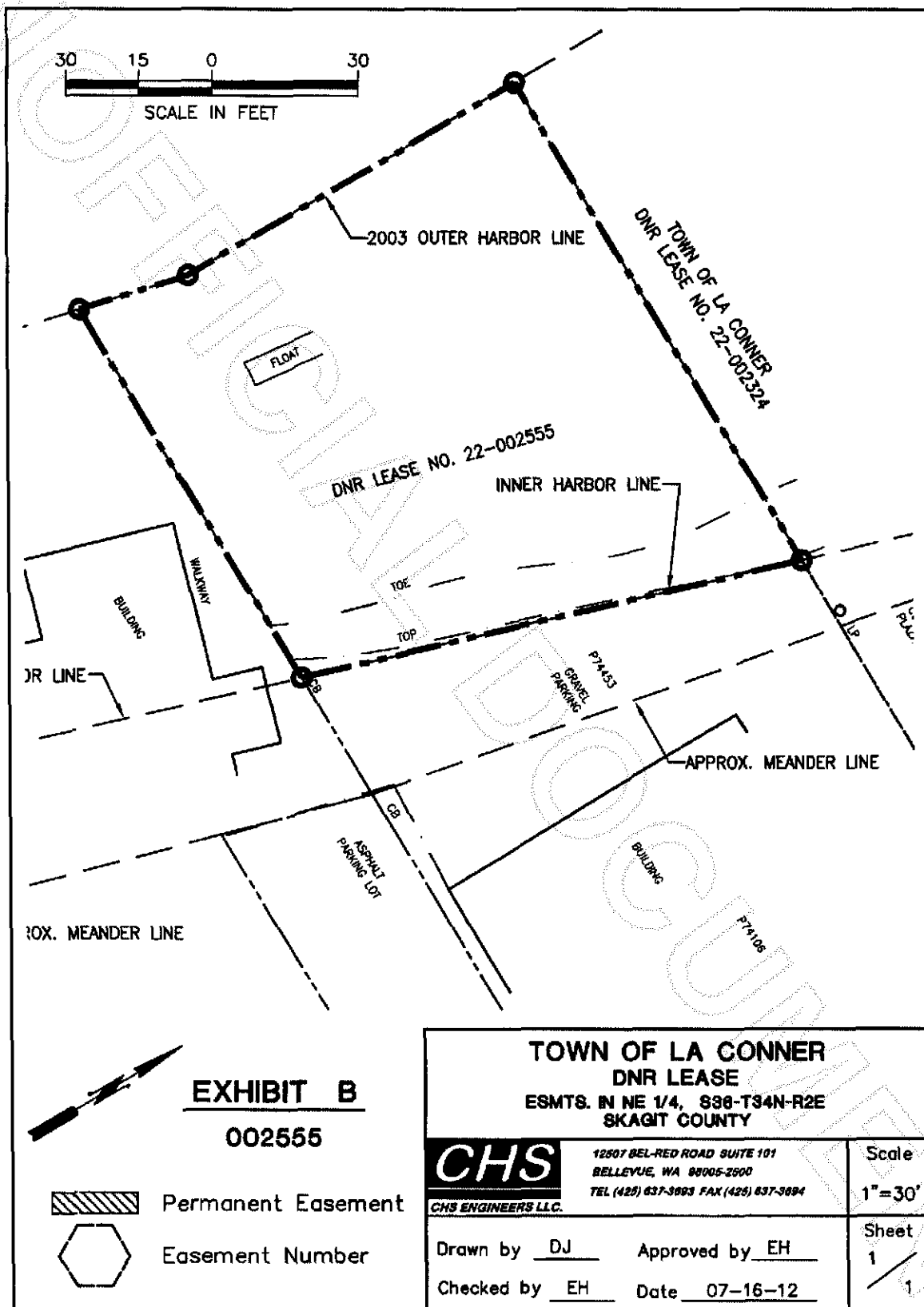
### Aquatic Lands Lease No. 22-002555 – Seaport Landing

All harbor area lying in front of Tract 5, Corrected Plate 18, La Conner Tide Lands, bounded by the inner and outer harbor lines, and the sidelines of Tract 5 produced across the harbor area to the outer harbor line, as shown on the official maps of La Conner Tide Lands on file in the office of the Commissioner of Public Lands at Olympia, Washington.



201210260047

Skagit County Auditor



201210260047  
Skagit County Auditor



## EXHIBIT C

### LEGAL DESCRIPTION FOR BOARDWALK EASEMENT - 002555

An easement over, under and across that portion of Aquatic Lands Lease No. 22-002555 – Seaport Landing, in the southeast quarter of Section 36, Township 34 North, Range 02 East, W.M., Skagit County, Washington being more particularly described as follows:

Beginning at the northeast corner of said Aquatic Lands Lease parcel;  
Thence westerly along said parcel line N 88°23'43" W 2.19 feet;  
Thence S 14°20'23" W 7.89 feet;  
Thence S 20°37'02" W 81.40 feet;  
Thence S 28°20'02" W 13.71 feet;  
Thence N 71°29'42" W 8.16 feet;  
Thence S 18°40'54" W 5.79 feet to the south line of said Aquatic Lands Lease parcel;  
Thence easterly along said parcel line to the southeast corner of said parcel S 88°41'50" E 13.66 feet;  
Thence northerly along said parcel line N 19°35'17" E 105.14 feet to the True Point of Beginning;  
Together with that portion of said Aquatic Lands Lease No. 22-002555 – Seaport Landing;  
Commencing at the southeast corner of said Aquatic Lands Lease parcel;  
Thence westerly along said parcel line N 88°41'50" W 29.15 feet to the True point of beginning;  
Thence N 71°29'42" W 17.71 feet;  
Thence S 18°51'00" W 5.49 feet to the south line of said parcel;  
Thence easterly along said parcel line S 88°41'50" E 18.57 feet to the True Point of Beginning.  
Situate in the County of Skagit, State of Washington.

See attached Exhibit "D"

Written by: jpc

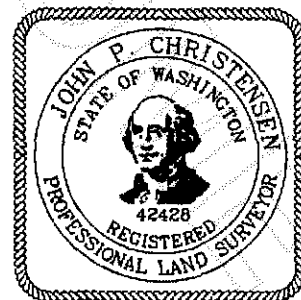
Checked by: jpc



CHS ENGINEERS, LLC

12507 BEL-RED ROAD SUITE 101  
BELLEVUE, WA 98005-2500

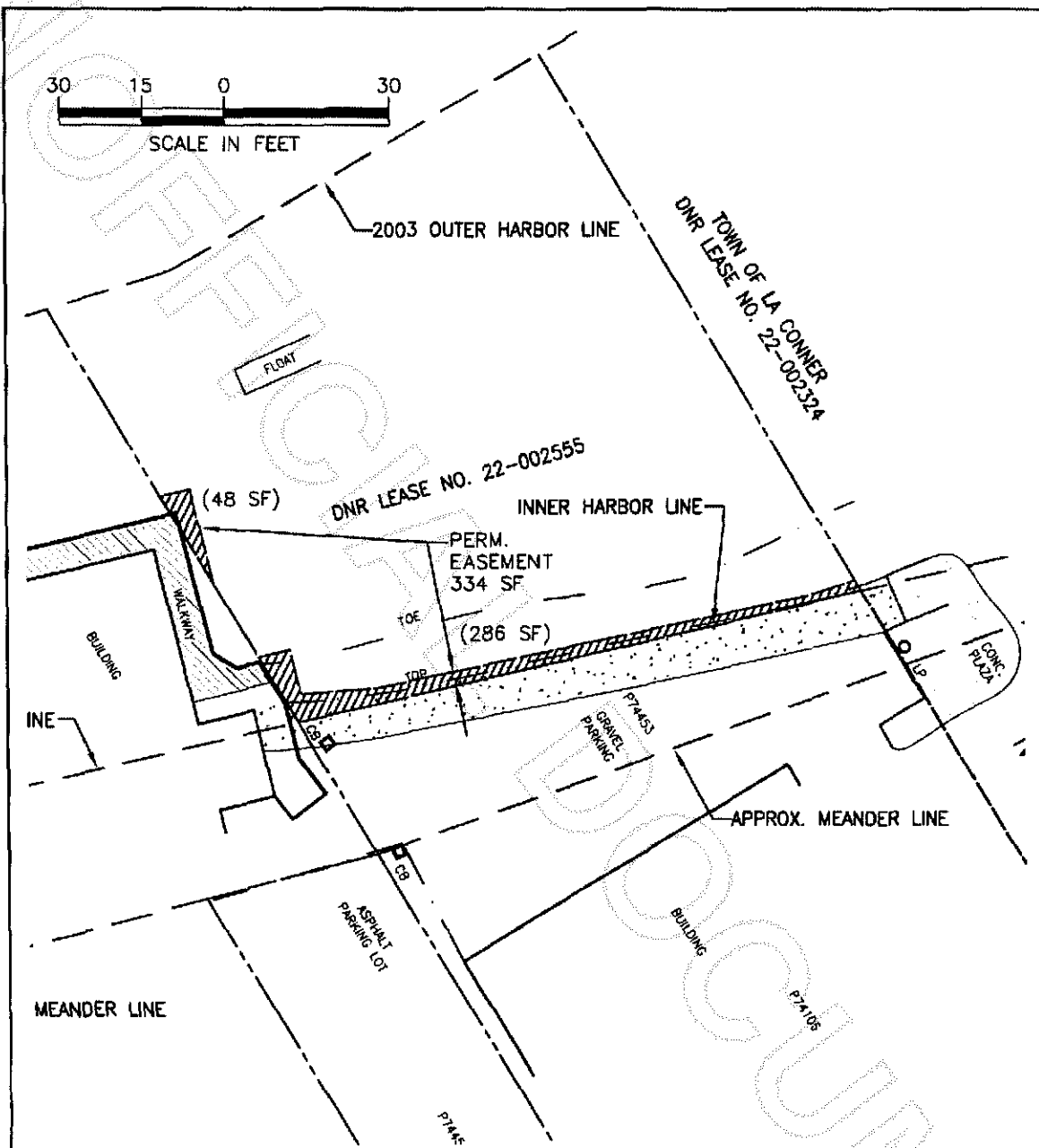
TEL (425) 637-3693 FAX (425) 637-3694



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201210260047  
Skagit County Auditor



**EXHIBIT D**  
**002555**



Permanent Easement



Easement Number

**TOWN OF LA CONNER**  
**BOARD WALK EASEMENT**  
ESMTS. IN NE 1/4, S38-T34N-R2E  
SKAGIT COUNTY



12507 BEL-RED ROAD SUITE 101  
BELLEVUE, WA 98005-2500  
TEL (425) 637-3693 FAX (425) 637-3694

CHS ENGINEERS LLC.

Scale

1"=30'

Sheet

1

1

Drawn by DJ

Approved by EH

Checked by EH

Date 07-16-12



201210260047

Skagit County Auditor