

Recording Requested By And
When Recorded Mail To:

Skagit County
Planning and Development Services
Attn: Jack Moore
1800 Continental Place
Mount Vernon, Washington 98272

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Easement
APR 30 2013

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



Skagit County Auditor
4/30/2013 Page

\$81.00
1 of 10 3:44PM

SKAGIT COUNTY
Contract # C20130159
Page 1 of 10

DOCUMENT TITLE: Easement

REFERENCE NUMBER(S) OF
RELATED DOCUMENT(S):

Skagit County Auditor's File Number: 608189

GRANTOR(S): Skagitwilde Corporation, a Washington nonprofit corporation.

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

Legal Description: Tract A, and Lot 19, Skagitwilde, Vol. 8, P 17-18,
Skagit County, Washington. Add'l on p. 8.

ASSESSOR'S TAX / PARCEL NUMBER(S): P119533 (XrefID 4013-000-999-0000);
and P69569 (XrefID: 4013-000-019-0006)

LAND TITLE OF SKAGIT COUNTY

EASEMENT

142219-5E

The undersigned, Skagitwilde Corporation, a Washington nonprofit 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 to Grantee, and Grantee's successors and assigns, a perpetual, non-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." The terms of this Easement are further provided as follows:

1. Nature and Location of Easement. The Easement granted by Grantor herein shall be a permanent, perpetual, non-exclusive access easement for the benefit of Grantee (and

Grantee's agents, contractors, successors, and assigns) over, on, upon, across and through the private roadway commonly known as Skagitwilde Lane (Private Road # 07119) as appurtenant to the Grantee's Property for the purposes of providing Grantee (and Grantee's agents, employees, and contractors) with access, ingress, and egress to Grantee's Property for demolition, restoration, and future maintenance purposes (with all necessary vehicles and equipment for said purposes), pursuant to the terms of this Easement. A legal description for the Grantee's Property is attached hereto as **Exhibit "A"**, and is incorporated herein by this reference. The Grantee shall have a permanent and perpetual right of access to the Easement area at all times to allow Grantee to use the Easement area to access Grantee's Property. If reasonably possible, Grantee shall attempt to provide Grantor with (24) hours notice (oral or written) prior to Grantee's use of the Easement (except in instances of emergency or exigent circumstances). Said Easement area is legally described on **Exhibit "B"**, and is further described and depicted on **Exhibit "C"**. Except for damage exceeding ordinary wear and tear that is specifically caused by Grantee (and/or Grantee's agents, employees, and contractor), Grantor specifically recognizes and agrees that Grantee is in no way responsible or liable whatsoever for the use of, maintenance of, and/or repair of the private roadway(s) located at, within, or near the Easement area (specifically including the private roadway commonly known as Skagitwilde Lane [Private Road # 07119]). The Grantor recognizes and agrees that Grantor shall otherwise be responsible and/or liable for any use of, maintenance of, and/or repair of any private roadway(s) located within the Easement area, and that any such private roadway(s) located within the Easement area do not become County road(s) by virtue of this Easement. This Easement does not provide access for the general public to the Grantee's Property. The parties mutually recognize and agree that the terms of this Easement provide adequate consideration, and that Grantee shall not otherwise be obligated to provide payment or other consideration to Grantor. As part of the mutual consideration for this Easement, the Grantee specifically agrees (at Grantee's risk and expense) to demolish and remove the house, garage, and septic system currently located at Grantee's Property. After such demolition and removal, Grantee agrees to grade and reseed Grantee's Property, and the parties recognize and agree that Grantee's Property shall otherwise be allowed to return to an unimproved natural state; provided that Grantee shall reasonably keep Grantee's Property free of trash and garbage. After such demolition and removal, the parties also mutually recognize and agree that no water service shall be provided to Grantee's Property by Grantor. The parties also mutually recognize and agree that Grantee's Property shall remain in the ownership of the County (or another suitable public entity), as required by applicable grant funding limitations and restrictions related to Grantee's acquisition of Grantee's Property. Grantee agrees to be responsible for damages arising from the negligent acts of its employees, agents, and contractors in exercise of Grantee's rights herein granted by this Easement. Grantee assumes no liability for any alleged damage resulting from any source other than as expressly set forth herein.

2. Non-Interference with Easement. Grantor shall have full nonexclusive use of the surface of the real property within the Easement area, so long as such use does not interfere with the Grantee's use of the Easement area (pursuant to the terms of this



Easement); PROVIDED, Grantee's rights under this Easement do not include access by the general public to the property described at Exhibit "A", or any other part of the Plat of Skagitwilde. Grantee shall be provided with key(s), combination(s), and access through any gate(s) or similar structures located at or near the Easement area, and Grantor further agrees that no structure or obstruction shall be erected over, upon, or within the Easement area. Grantor will provide Grantee with keys, combinations or access codes to allow use of the private road. Grantee agrees to retain said keys in a secure location, and to maintain confidentiality of the combinations and access codes (to the extent as may be allowed by applicable law, including, but not limited to, RCW 42.56).

3. Relinquishment of Right to Use Common Areas. Except for use of the Easement area described on Exhibit "B", and further described and depicted on Exhibit "C" (commonly referred to as Skagitwilde Lane [Private Road # 07119]) pursuant to the terms of this Easement agreement, Grantee agrees that Grantee may not use, and may not authorize anyone else to use, the other common areas in the Plat of Skagitwilde, including but not limited to Tracts A, B and C of the Plat of Skagitwilde.

4. Binding Effect/ Warranty of Title. The Easement and the covenants, terms, and conditions contained herein are perpetual in duration, and shall run with the Grantee's Property and shall be binding upon Grantee and Grantor and their respective successors, heirs, and assigns. Grantor warrants that Grantor has good title to the Easement area, and warrants the Grantee title to and quiet enjoyment of the Easement area.

5. No Fees, Charges, Assessments, or Other Payments. The parties mutually recognize and agree that as part of the mutual consideration provided for this Easement agreement, that the Grantor shall and does hereby fully and properly release, waive, and exempt Grantee (and Grantee's successors and assigns) from any and all past, current, and future fees, charges, assessments, special assessments, attorney's fees and costs, and/or other payments of any form and amount incurred (or as may be incurred) resulting from and/or related to Grantee's use and ownership of Grantee's Property (and Grantee's corresponding membership in the Skagitwilde Corporation homeowners' association). If necessary, upon the written request of Grantee, and to the satisfaction of the Grantee (at the Grantee's judgment and discretion), the Grantor shall duly and properly amend its restrictive covenants, articles of incorporation, and/or bylaws (and/or other necessary documents) to otherwise formally exclude the Grantee's Property from any past, current, and future dues, fees, charges, assessments, special assessments, attorney's fees and costs, and/or other payments that would otherwise be owed (or arguably owed) by Grantee to Grantor resulting from and/or related to Grantee's ownership of Grantee's Property (and Grantee's corresponding membership in the Skagitwilde Corporation homeowners' association). Grantor specifically recognizes and agrees that the terms of this Section, of this Easement will permanently result in the loss of all income and revenue for Grantor from Grantee (especially as related to, but not limited to, Grantor's obligations for the Grantor's water system, Grantor's private roads, Grantor's common areas, and/or other obligations). The parties agree that Grantee shall hereby relinquish



Grantee's right to vote in the Skagitwilde Corporation homeowners' association. To the extent that the terms of the restrictive covenants, articles of incorporation, and/or bylaws (and/or other documents) of Skagitwilde Corporation are (or become) inconsistent with the terms of this Easement, the terms of this Easement shall control and prevail. Grantor specifically represents and warrants that Grantor is duly authorized to agree to and provide the terms of this Easement and to execute this Easement.

6. Limitations on Assigns. As to the rights and privileges granted pursuant to this Easement, Grantee's successors and assigns shall be limited to other public and/or governmental entities, as required by applicable grant funding limitations and restrictions related to Grantee's acquisition of Grantee's Property.

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

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

9. Neutral Authorship. Each of the provisions of this Easement 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 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 and have either done so, or have voluntarily decided not to do so. Skagit County does not represent Grantor. The parties represent and warrant that they have fully read this Easement, that they understand its meaning and effect, and that they enter into this Easement with full knowledge of its terms.

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

11 No Joint Venture. No partnership or joint venture is created by virtue of this Easement. The Grantee shall not be responsible for or liable for the use, operation, maintenance, repair, or replacement of any of the Grantor's private road(s), facilities, systems, common areas, and/or other infrastructure pursuant to the terms of this Easement.



12. **No Third Party Beneficiaries.** This Easement is not intended to nor does it create any third party beneficiary or other rights in any third person or party, including, but not limited to, the general public, property owners and residents in the vicinity of the Grantee's Property, or any agent, contractor, subcontractor, consultant, employee, volunteer, or other representative of any party.

13. **Recording.** Upon its execution and upon conveyance of the property described at Exhibit A to Grantee, this Easement shall subsequently be recorded with the Skagit County Auditor, and shall become effective immediately upon recording.

GRANTOR:

DATED this 2nd day of February, 2012.

SKAGITWILDE CORPORATION,
a Washington nonprofit corporation

By: Gerald J. Taborsky Jr.
Print Name: GERALD J. TABORSKY, JR.
Title: PRESIDENT

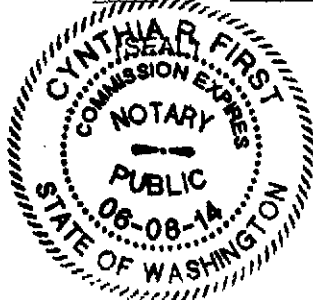
Approved as to form:

Cynthia R. First
Cynthia R. First, WSBA # 18902
Attorney for Skagitwilde Corporation

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that Gerald J. Taborsky Jr., as the President of Skagitwilde Corporation, a Washington nonprofit 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 2 day of February, 2012.



Cynthia R. First
Notary Public
print name: CYNTHIA R. FIRST
Residing at 811 Monroe
My appointment expires 6-8-2014

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Skagit County Auditor

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GRANTEE:

DATED this 15 day of April, 2013.

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

Sharon D. Dillon

Sharon D. Dillon, Chair

Ron Wesen

Ron Wesen, Commissioner

Kenneth A. Dahlstedt

Kenneth A. Dahlstedt, Commissioner

ATTEST:

Amber Kelgiri

Clerk of the Board
Skagit County Board of Commissioners

Recommended by:

By: Scott Smith

Department Head

By: Sharon D. Dillon

Risk Manager

By: Luisa Fogue

Budget/Finance Administrator

Approved as to Form:

By: [Signature] 4/10/13

Civil Division Deputy Prosecuting Attorney

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STATE OF WASHINGTON

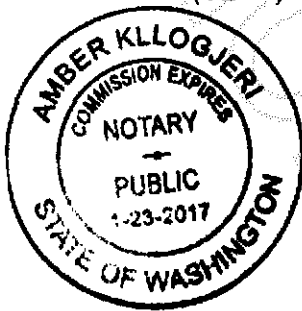
COUNTY OF SKAGIT

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 15 day of April, 2013.

(SEAL)



Amber Klogjeri

Notary Public

print name: Amber Klogjeri

Residing at Sedro-Woolley, WA

My commission expires 1/23/2017



EXHIBIT "A"

LEGAL DESCRIPTION OF GRANTEE'S PROPERTY
(Skagit County Assessor Tax Parcel No.: P69569):

Lot 19, Plat of Skagitwilde, Skagit County, Washington, as per plat recorded in Volume 8 of Plats, pages 17 and 18, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.



EXHIBIT "B"

A permanent, perpetual, non-exclusive access easement on the private roadway, known as "Skagitwilde Lane", located on the property described as:

Tract A, Plat of Skagitwilde, Skagit County, Washington, as per plat recorded in Volume 8 of Plats, pages 17 and 18, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.



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EXHIBIT "C"

P121062

7

SKAGIT RIVER

LOT - 2

8 P69558 9 V20 P191 P69559 10 P69560 11 P69561

6 P69557 5 P69556 4 P69555

Common Area
TRACT A
P119533
LOT - 6

PLAT OF SKAGITWILDE
VOLUME 8, PAGES 17 AND 18

12 P69562 13 P69563 14 P69564 15 P69565

TRACT B P119534 2 P69554 1 P69553 23 P69573

21 20 P69570 19 P69569 18 P69568 17 P69567 16 P69566

22 P69572 21 P69571

SKAGITWILDE LANE (R/W)

6

13

LOT 5

3

4

SKAGIT

SOUTH SKAGIT HIGHWAY

P42553

P42578

P42560

P42587

P42585

* THIS MAP IS NOT A SUBSTITUTE FOR FIELD SURVEY *

GOVERNMENT LOT 6, SECTION 13, T35N; R7E, W.M.
VOLUME 8 OF PLATS, PAGES 17 & 18.



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