



201403210091

Skagit County Auditor

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7 2:25PM

After recording, return to:

Town of La Conner
PO Box 400
La Conner, WA 98257

Document Title: Consent to Grant of Easement

Reference number of documents assigned or released:

DNR Lease: No. 22-002685

DNR Aquatic Lands Easement: No. 51-087205

Grantor(s): B & E Investments, LLC

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

Assessor's Parcel/Tax I.D. Number: P74487

ptn Tract 8 Corrected Supplement
Plate LaConner Tidelands etal

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

MAR 21 2014

Amount Paid \$ /
Skagit Co. Treasurer
By *hfp* Deputy

UNOFFICIAL DRAFT CONSENT TO GRANT OF EASEMENT

This Consent to Grant of Easement (this "Consent") is made effective this 27 day of January, 2014.

I. RECITALS

WHEREAS, the Washington Department of Natural Resources ("Lessor") and B & E Investments, LLC (Lessee), a Washington State Limited Liability Company, as successor to Fredrick S. and Margaret L. Martin, a Washington State marital community, are parties to DNR leases No. 22-002685 dated August 25, 1987 and as amended (the "Lease") concerning the real property legally shown and depicted in Exhibit A, 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 and depicted in Exhibit A, 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

Lessee hereby consents to the Easement, for the purposes and subject to the terms therein stated, over, on and across that portion of the Lessee's lease area depicted in Exhibit A, 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.
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

**CONSENT TO EASEMENT
B&E INVESTMENTS LLC, LESSEE
TOWN OF La CONNER, GRANTEE**



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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 liability, damage or expense arising 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:

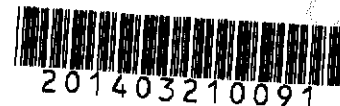
To Lessee:

B&E Investments, LLC
C/o Robert E. Handlin
12819 SE 38th Street #17
Bellevue, WA 98006
Telephone:

To Grantee:

Town of La Conner
P.O. Box 400
204 Douglas Street
La Conner, WA 98257
Attention: Town Administrator

CONSENT TO EASEMENT
B&E INVESTMENTS LLC, LESSEE
TOWN OF La CONNER, GRANTEE



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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.
12. Separation of Provisions. If any provision of this Easement shall be determined to be void or voidable by any court of competent jurisdiction, such determination shall not affect any other provision of this Easement and all such other provisions shall remain in effect.
13. Entire Agreement. Except for the Lease, there are no additional written or oral agreements that modify or affect this Easement, and the parties agree that this Easement constitutes the full and complete understanding between Lessee and Grantee regarding the matters addressed herein. This Easement may be executed in counterparts, all of which together shall be deemed to be one original, even if the parties have not executed the same original.

LESSEE

B&E Investments, LLC
C/o Robert E. Handlin

By Robert E. Handlin
Its Manager

Date 1-27-13

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 27th day of JAN, 2014, before me, the undersigned, a Notary Public in and for the state of Washington, duly commissioned and sworn, personally appeared Robert E. Handlin to me known to be the corporate agent of B&E Investments LLC, a Washington State limited liability company, that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument,

Given under my hand and official seal this 27th day of JAN, 2014.

CONSENT TO EASEMENT
B&E INVESTMENTS LLC, LESSEE
TOWN OF La CONNER, GRANTEE



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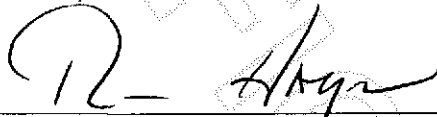


F. Kong.

Notary Public in and for the state of
Washington, residing at KING COUNTY.
My commission expires: 12/05/2016


Printed Name: FERRAND KONG.

GRANTEE, TOWN OF LA CONNER

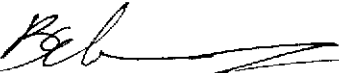
By 
Ramon Hayes, Mayor

Date 2.16.14

Attest:

By 
Maria DeGoede, Clerk/Treasurer

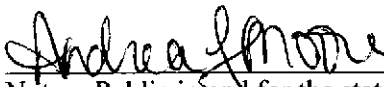
Approved as to form:

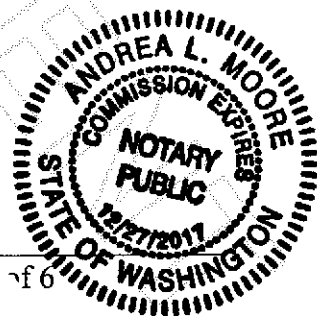
By 
Bradford E. Furlong, WSBA 12924
Town Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this 16th day of February 2014 before me, the undersigned, a Notary Public in and for the state of Washington, duly commissioned and sworn, personally appeared Ramon Hayes and Maria DeGoede 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.


Notary Public in and for the state of
Washington, residing at LaConner



CONSENT TO EASEMENT
B&E INVESTMENTS LLC, LESSEE
TOWN OF La CONNER, GRANTEE



201403210091

My commission expires: 12-27-17

Printed Name: ANDREAL MOORE



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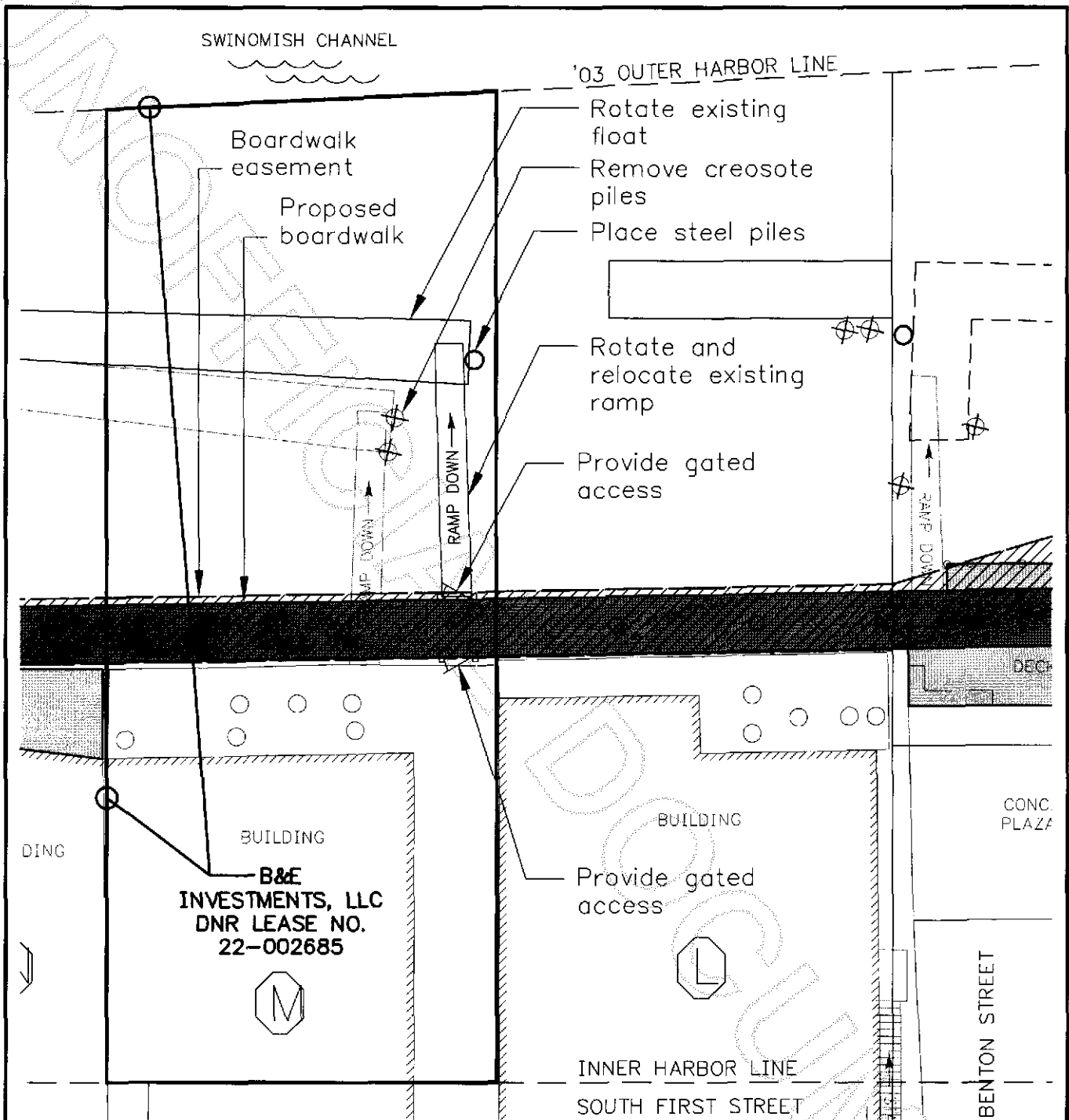
Skagit County Auditor




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-  BOARDWALK EASEMENT
-  BOARDWALK DECKING
-  MITIGATION AREA DECKING

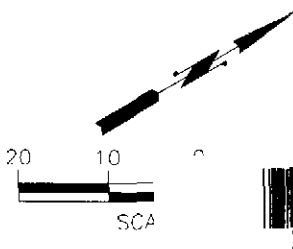


EXHIBIT A

DNR LEASE NO. 22-002685

CHS
CHS ENGINEERS, LLC

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

TEL (425) 637-3893 FAX (425) 637-3894

Scale
1" = 20'

Drawn by JK Approved by EH
Checked by NF Date 01-03-14

Sheet
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