

Skagit County Auditor
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6

\$77.00
2:26PM

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. 22-002612

DNR Aquatic Lands Easement: No. 51-087205

Grantor(s): Estep Family Limited Partnership

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

Assessor's Parcel/Tax I.D. Number: P74464

*Portion of Tract A2 corrected supplement
Plate La Conner Tidelands etal*

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

MAR 21 2014

Amount Paid \$
Skagit Co. Treasurer
By *[Signature]* Deputy

CONSENT TO GRANT OF EASEMENT

This Consent to Grant of Easement (this "Consent") is made this 18th day of December, 2013.

I. RECITALS

WHEREAS, the Washington Department of Natural Resources ("Lessor") and Jack Estep, an individual, as successor to Gerald Jordheim, an individual, are parties to DNR leases No. 22-002612 dated August 24, 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 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. Provide gated access to the adjacent deck and replacement decking shall be continuous from the boardwalk to the rear face of the building. Any utilities currently extended to the water access and floats will be conveyed through the boardwalk easement area.
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

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ESTEP FAMILY LIMITED PARTNERSHIP, LESSEE
TOWN OF La CONNER, GRANTEE



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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:

Estep Family Limited Partnership
Jack Estep
PO Box 1125
La Conner, WA 98257
Telephone: 206-669-2447

To Grantee:

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

CONSENT TO EASEMENT
ESTEP FAMILY LIMITED PARTNERSHIP, LESSEE
TOWN OF La CONNER, GRANTEE



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.

LESSEE

Estep Family Limited Partnership
C/o Jack Estep

By Jack Estep Date 12/18/13
Its _____

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this 18th day of December, 2013 before me, the undersigned, a Notary Public in and for the state of Washington, duly commissioned and sworn, personally appeared Jack Estep to me known to be the partnership representative and leaseholder, 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 18 day of December 2013.



Mark A DeGoede
Notary Public in and for the state of
Washington, residing at LaConner
My commission expires: 2-1-17
Printed Name: Mark A DeGoede

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ESTEP FAMILY LIMITED PARTNERSHIP, LESSEE
TOWN OF La CONNER, GRANTEE



201305-Boardwalk_2013.dwg © 5x11 11-6-13

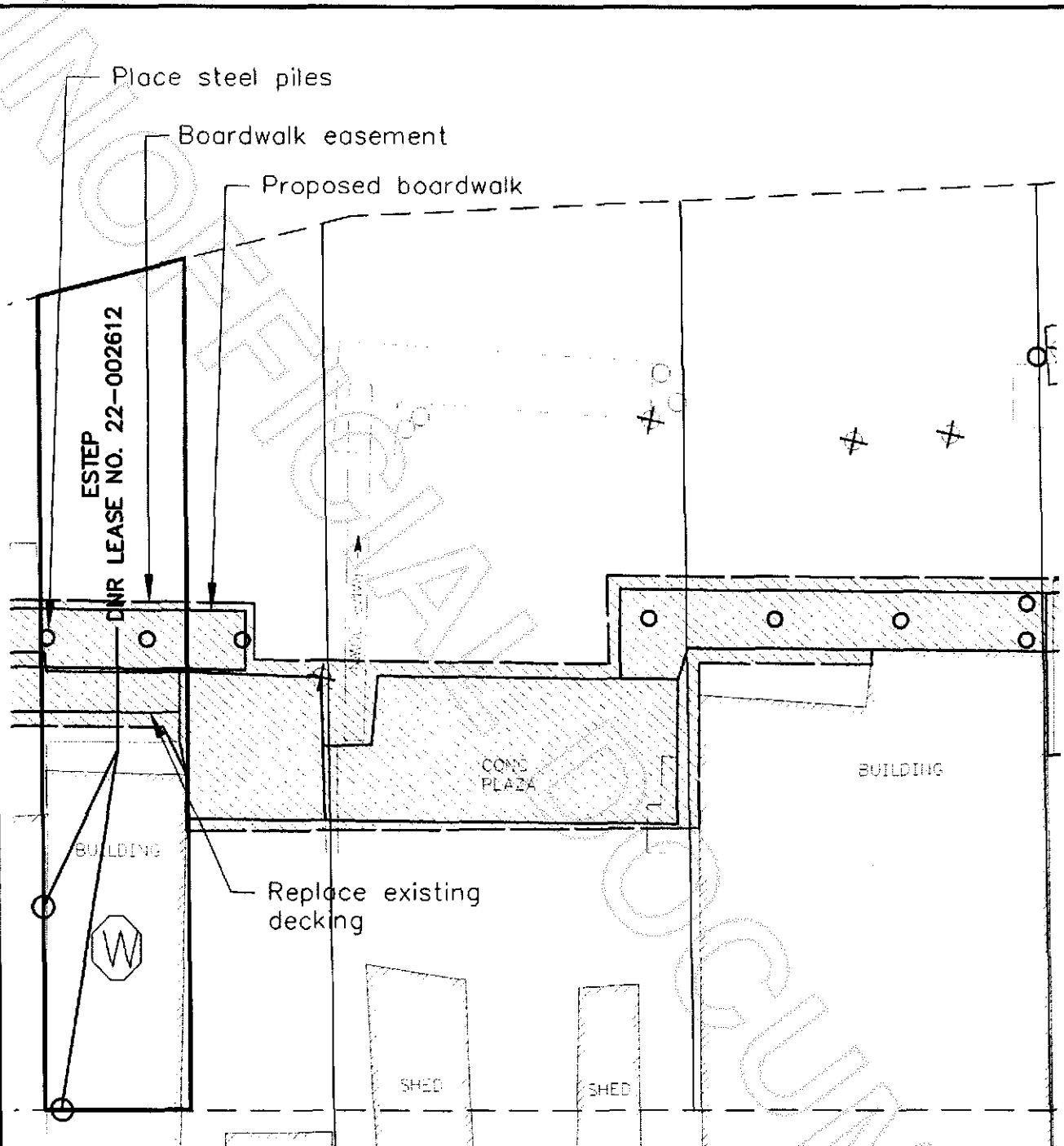


EXHIBIT A
DNR LEASE NO. 22-002612

CHS 12507 BEL-RED ROAD SUITE 101
 BELLEVUE, WA 98005-2300
 CHS ENGINEERS, LLC TEL (425) 637-5883 FAX (425) 637-5884

Scale
 1" = 20'
 set

