

Recording Requested By And
When Recorded Mail To:

Skagit County
Skagit County Parks, Recreation, and Fair
Attn: Mr. Brian Adams, Director
315 South Third
Mount Vernon, WA 98273



201501150081

Skagit County Auditor

\$79.00

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8 11:22AM

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Easement

JAN 15 2015

DOCUMENT TITLE: Trail Easement

Amount Paid \$
Skagit Co. Treasurer

REFERENCE NUMBER OF RELATED DOCUMENT:

By *mm* Deputy

GRANTOR(S): Harold W. Mousel, as his separate property

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

ASSESSOR'S PARCEL NUMBER(S): P19314 (XrefID: 340112-0-040-0007)

ABBREVIATED LEGAL DESCRIPTION: An easement located on a portion of: PTN SW1/4
AKA PTN LT 1 SK CO S/P#21-85 AF#8508160026 LY WLY HEART LAKE RD; Situate in
Skagit County, State of Washington.

TRAIL EASEMENT

The undersigned, **Harold W. Mousel**, as his separate property ("**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 and conveys to Grantee, and Grantee's successors and assigns, a permanent, perpetual, and non-exclusive trail 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."

WHEREAS, the Grantor is the owner of certain real property located in Skagit County, Washington, commonly described as Skagit County Assessor Parcel Number: P19314 (XrefID: 340112-0-040-0007), and is more particularly described by the legal description attached hereto as **Exhibit "A"** and incorporated herein by reference ("Grantor's Property").

WHEREAS, the parties have executed Trail Establishment Agreement dated December 8, 2014 (Skagit County Contract #C20140567) related to this Easement agreement, and in consideration of the terms of the Trail Establishment Agreement, the parties agree that it would be in the mutual interest and benefit of both parties to have a formal Easement agreement, as provided herein.

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

1. Nature and Location of Easement. Grantor hereby grants, dedicates, and conveys to Grantee and to the public a non-exclusive, permanent, perpetual easement for the purposes set forth herein (the "Easement") over, under, across, and through that certain portion of Grantor's Property, as described at **Exhibit "B"**, attached hereto and incorporated by reference (the "Easement Area"), subject to the terms and conditions set forth in this Easement agreement herein.

2. Purpose and Use of Easement. Grantee, its agents, contractors, designees, successors, and/or assigns, including members of the public, shall have the right, without prior notice to Grantor, and at all times, to enter upon and use the Easement Area for the purpose of a public non-motorized trail. While the Grantee intends to complete certain non-motorized trail improvements in the Easement Area (including, but not necessarily limited to, the placement of signage, bollards, gravel, grading, and/or other similar trail improvements), nothing in this Easement agreement herein shall obligate Grantee to commence or complete any specific improvements whatsoever to the Easement Area within any particular period of time; provided, however, that Grantee may elect to make such improvements (as may be determined to be appropriate by Grantee), and in the event Grantee elects to make any such improvements, Grantee shall use reasonable efforts to complete all work as soon as reasonably practicable, and to reasonably minimize interference with Grantor's use of Grantor's Property. Grantee shall not construct or allow any vehicular parking or parking area within the Easement Area. Grantee is not obligated to pay, provide, or expend any funds, and/or provide and/or perform any other services or other duties, unless otherwise specified by the terms of this Easement agreement.

3. Indemnification. To the extent permitted by law, Grantee shall indemnify and hold Grantor harmless from any and all claims, actions, damages or liability occasioned wholly or in part by any act or omission by Grantee, its agents or invitees, relating to the use, construction, maintenance, operation or repair of the public trail located within the Easement Area, except to the extent attributable to the acts or omissions of Grantor, its agents or invitees.

4. No Interference with Easement. Grantor shall not undertake, authorize, permit, allow, or consent to any activity, construction, or excavation within the Easement Area including, but not limited to, digging, tunneling, or other forms of construction activity, or any other use or activity which might in any way interfere with the Grantee's use (or use by the public) of the Easement Area for any and all lawful public non-motorized trail purposes. Grantor further agrees that no structure or obstruction including, without limitation, landscaping, vegetation, trees, signs, fences, gates, buildings, foundations, and/or rockeries shall be constructed or placed over, upon, under, or within the Easement Area (without the revocable written consent of Grantee).

5. Obligations Run With the Land. Grantor warrants that Grantor has good title to the Grantor's Property (including the Easement Area) and warrants the Grantee title to and quiet enjoyment of the Easement. 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.



6. 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 term of this Easement agreement shall be in Skagit County, State of Washington.

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

8. 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. 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 decided not to do so. Grantee (Skagit County) does not represent Grantor. The parties represent and warrant that they have fully read this Easement agreement, that they understand its meaning and effect, that they are duly authorized to enter into this Easement agreement, 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.

9. Captions and Counterparts. 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. This Easement agreement 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.

10. Recording. Upon mutual execution, the Easement agreement shall be recorded with the Skagit County Auditor in accordance with the terms of the Trail Establishment Agreement between Grantor and Grantee, dated December 8, 2014 (Skagit County Contract #C20140567), and shall become effective immediately upon recording.

11. Entire Agreement. This Easement agreement contains the entire agreement between the parties hereto. This Easement agreement may not be modified or supplemented in any manner for form whatsoever, either by course of dealing or by parol or written evidence of prior agreements and negotiations, except upon the subsequent duly executed written agreement of the parties. The parties recognize and agree that the consideration for this Easement agreement is particularly defined and described pursuant to the terms of the Trail Establishment Agreement between Grantor and Grantee, dated December 8, 2014 (Skagit County Contract #C20140567), and that but for the terms of the above-described Trail Establishment Agreement, the parties would not have executed this Easement agreement.



GRANTOR:

DATED this 30 day of December, 2014.

Harold W. Mousel
Harold W. Mousel, as his separate property

STATE OF WASHINGTON

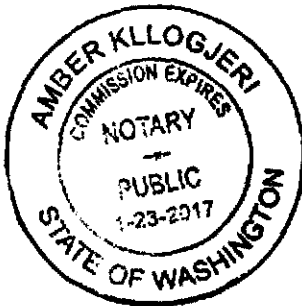
COUNTY OF SKAGIT

ss.

I certify that I know or have satisfactory evidence that Harold W. Mousel, as his separate property, is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act and deed with full knowledge of its contents, for the uses and purposes mentioned in the instrument.

DATED this 30 day of December, 2014.

(SEAL)



Amber Klogjeri
Notary Public
Print name: Amber Klogjeri
Residing at: Mount Vernon
My appointment expires: 1-23-2017



201501150081

DATED this 12 day of January, 2015.

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

Kenneth A. Dahlstedt
Kenneth A. Dahlstedt, Chairman

Lisa Janicki
Lisa Janicki, Commissioner

ABSENT

Attest:

Linda Hansen
Clerk of the Board

Ron Wesen, Commissioner

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

Recommended:

Blen
Department Head

County Administrator

Approved as to form:

12/31/14
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Risk Manager

Approved as to budget:

Lisha Lagne
Budget & Finance Director



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STATE OF WASHINGTON

COUNTY OF SKAGIT

SS.

I certify that I know or have satisfactory evidence that Kenneth A. Dahlstedt, Lisa Janicki, and/or ~~Ren Wesen~~, is/are the person(s) who appeared before me, and said person(s) acknowledged that she/he/they signed this instrument, on oath state that she/he/they was/were authorized to 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 12 day of January, 2015.

(SEAL)

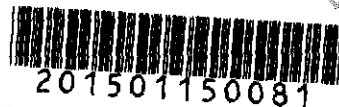
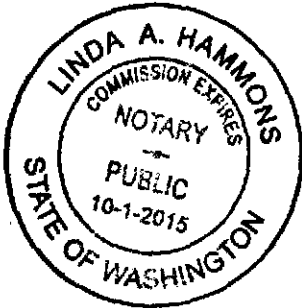
Linda Hammons

Notary Public

Print name: Linda Hammons

Residing at: Skagit County

My appointment expires: 10-1-2015



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EXHIBIT "A"

LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

Lot 1 of Short Plat No. 21-85 as approved July 15, 1985, and recorded August 16, 1985, in Volume 7 of Short Plats, page 35, under Auditor's File No. 8508160026, records of Skagit County, Washington, being a portion of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 12, Township 34 North, Range 1 East, W.M.

Situate in the County of Skagit, State of Washington.



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EXHIBIT "B"

LEGAL DESCRIPTION OF EASEMENT AREA

A portion of the South 20 feet of Lot 1 of Short Plat No. 21-85 as approved July 15, 1985 and recorded August 16, 1985, in Volume 7, page 35, under Auditor's File No. 8508160026, records of Skagit county, Washington; being a portion of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 12, township 34 North, Range 1 East, W.M. and lying Westerly of Donnell Road (or Heart Lake Road), described as follows:

Beginning at the Southwest corner of said Lot 1, thence easterly to the West margin of County road known as Donnell Road and being the true point of beginning;
thence West along the South line of said Lot 1 a distance of 40 feet;
thence North 20 feet parallel with the West line of the Southwest quarter;
thence East, parallel with the South line of the Southwest quarter, to the West margin of said County road;
thence Southwesterly along the West margin of the County road to the point of beginning.

Situate in the County of Skagit, State of Washington



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