

Recording Requested By And
When Recorded Mail To:

Skagit County
Skagit County Parks, Recreation, and Fair
Attn: Mr. Brian Adams, Director
P O Box 1326
Mount Vernon, WA 98273



201805240029

05/24/2018 11:16 AM Pages: 1 of 9 Fees: \$82.00
Skagit County Auditor

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

MAY 24 2018

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

DOCUMENT TITLE: **Trail Easement**

REFERENCE NUMBER OF RELATED DOCUMENT:

GRANTOR(S): **Stephen B. Reynolds and Jillian C. Reynolds, husband and wife**

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

ASSESSOR'S PARCEL NUMBER(S): **P24614** (XrefID: 340412-3-005-0001)

ABBREVIATED LEGAL DESCRIPTION: An easement located on a portion of: THAT PORTION OF THE W1/2 OF THE SW1/4 OF SECTION 12 DESCRIBED AS FOLLOWS: BEGINNING AT THE WEST LINE OF THE HIGHWAY 9 AND SOUTH LINE OF THE NORTH 30 FEET OF THE E1/2 SW1/4 SW1/4; THENCE WEST ALONG SAID LINE, 124 FEET; THENCE NORTH 330 FEET; THENCE EAST TO THE WEST LINE OF HIGHWAY 9; THENCE SOUTH AND SOUTHWESTERLY ALONG WEST LINE OF SAID HIGHWAY TO THE POINT OF BEGINNING. (PORTIONS OF P24512 & P24616 COMBINED TOT HIS ACCOUNT); Situate in Skagit County, State of Washington.

TRAIL EASEMENT

The undersigned, **Stephen B. Reynolds and Jillian C. Reynolds**, husband and wife ("Grantors" 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. Grantors and Grantee may be individually referred to herein as a "party", and may be collectively referred to herein as the "parties."

WHEREAS, the Grantors are the owners of certain real property located in Skagit County, Washington, commonly described as Skagit County Assessor Parcel Number: P24614 (XrefID: 340412-3-005-0001), and as more particularly described by the legal description attached hereto as **Exhibit "A"** and incorporated herein by reference ("Grantors' Property").

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. Grantors hereby grant, dedicate, and convey 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 Grantors' Property, as legally described at **Exhibit "B"**, and as generally depicted in **Exhibit "C"**, attached hereto and incorporated by reference (herein 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 Grantors, 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, utilities, and/or other similar 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 Grantors' use of Grantors' Property. 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 Grantors 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 Grantors, and/or Grantors' agents or invitees.

4. No Interference with Easement. Grantors 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 (without the prior revocable written consent of Grantee). Grantors further agree 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 prior revocable written consent of Grantee).

5. Obligations Run With the Land. Grantors warrant that Grantors have good title to the Grantors' Property (including the Easement Area) and warrant 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. 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 does not represent Grantors. 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.

8. Recording. Upon mutual execution, the Easement agreement shall be recorded with the Skagit County Auditor, and shall become effective immediately upon recording.

GRANTORS:DATED this 20th day of April, 2018.Stephen B. Reynolds

Stephen B. Reynolds

DATED this 20th day of April, 2018.Jillian C. Reynolds

Jillian C. Reynolds

STATE OF WASHINGTON

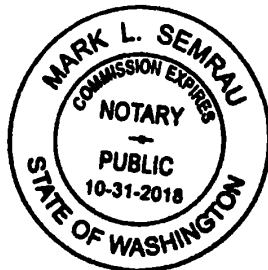
COUNTY OF SKAGIT

} ss.

I certify that I know or have satisfactory evidence that **Stephen B. Reynolds** and **Jillian C. Reynolds**, husband and wife, are the persons who appeared before me, and said persons acknowledged that he/she/they signed this instrument and acknowledged it to be his/her/their free and voluntary act and deed with full knowledge of its contents, for the uses and purposes mentioned in the instrument.

DATED this 20 day of APRIL, 2018.

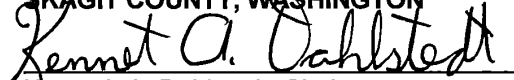
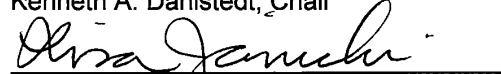
(SEAL)

Mark Semrau

Notary Public

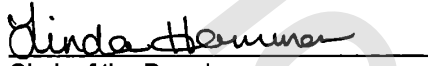
Print name: MARK SEMRAUResiding at: MOUNT VERNONMy appointment expires: 10.31.18

GRANTEE:

DATED this 21 day of May, 2018.BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON
Kenneth A. Dahlstedt, Chair
Lisa Janicki, Commissioner

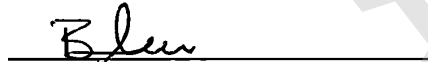
ABSENT

Attest:

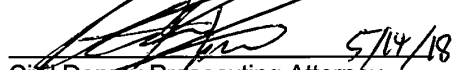

Clerk of the Board
Ron Wesen, Commissioner

Authorization per Resolution: R20050224

Recommended:


Department Head
County Administrator

Approved as to form:


Civil Deputy Prosecuting Attorney 5/14/18

Approved as to indemnification:


Risk Manager (5-17-18)

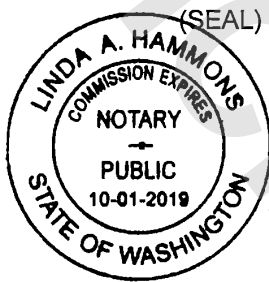
Approved as to budget:


Budget & Finance Director

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that Kenneth A. Dahlstedt, Lisa Janicki, 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 21 day of may, 2018.



Linda Hammons

Notary Public

Print name: Linda Hammons

Residing at: Skagit County, WA

My appointment expires: 10-01-2019

EXHIBIT 'A'

LEGAL DESCRIPTION OF GRANTORS' PROPERTY

Tax Parcel Number: P24614 and P114308
340412-3-005-0001 and 340412-3-005-0100

PARCEL A:

The South Half of the East Half of the Northwest Quarter of the Southwest Quarter of Section 12, Township 34 North, Range 4 East **W.M.**, lying Westerly of State Highway 9; EXCEPT roads and right of way; AND EXCEPT the South 30 feet thereof.

TOGETHER WITH the South 30 feet of the East Half of that portion of the Northwest of the Southwest Quarter of Section 12, Township 34 North, Range 4 West, **W.M.**, lying west of the State Highway.

AND TOGETHER WITH the North 30 feet of the East Half of the Southwest Quarter of the Southwest Quarter of Section 12, Township 34 North, Range 4 East, **W.M.**, lying West of the State Highway.

Situated in Skagit County, Washington.

PARCEL B:

That portion of the Northwestern Half of that certain 100 foot wide strip of land created by Agreement dated May 21, 1890, and recorded July 11, 1890, in Volume 10 of Deeds, page 646, in favor of the Seattle Lake Shore and Eastern Railway Company, which lies within the Southeast Quarter of the Northwest Quarter of the Southwest Quarter of Section 12, Township 34 North, Range 4 East, **W.M.**, EXCEPT that portion thereof lying with the South 30 feet of said subdivision (per Order on Summary Judgment filed July 18, 1996 under Skagit County Superior Court Case No. 95-2-01273-9).

Situated in Skagit County, Washington.

EXHIBIT 'B'
EASEMENT DESCRIPTION

That portion of the Northwestern Half of that certain 100 foot wide strip of land created by Agreement dated May 21, 1890, and recorded July 11, 1890, in Volume 8 of Deeds, page 646, in favor of the Seattle Lake Shore and Eastern Railway Company, which lies within the Southeast Quarter of the Northwest Quarter of the Southwest Quarter of Section 12, Township 34 North, Range 4 East, **W.M.**, EXCEPT that portion thereof lying with the South 30 feet of said subdivision (per Order on Summary Judgment filed July 18, 1996 under Skagit County Superior Court Case No. 95-2-01273-9).

Situated in Skagit County, Washington.

DEPICTION OF EASEMENT AREA.

