

Recording Requested By And
When Recorded Mail To:

Skagit County
Public Works Department
1800 Continental Place
Mount Vernon, Washington 98273



201811300059

11/30/2018 12:03 PM Pages: 1 of 10 Fees: \$108.00
Skagit County Auditor

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

NOV 30 2018

Amount Paid \$ _____
Skagit Co. Treasurer
By *BI* Deputy

DOCUMENT TITLE: **Easement**

REFERENCE NUMBER OF RELATED DOCUMENT:

GRANTOR(S): **Mary L. Lester**, Executor of the Estate of Kathryn B. Lester

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

ASSESSOR'S PARCEL NUMBER(S): P46145 (XrefID: 351118-0-004-0119);
P46173 (XrefID: 351118-0-024-0008); and
P45927 (XrefID: 351107-0-039-0004)

ABBREVIATED LEGAL DESCRIPTION: An easement located on a portion of: PORTION OF NE1/4 NE1/4; BEGINNING AT THE NE CORNER OF THE NE1/4 NE1/4; THENCE WEST ALONG THE NORTH SECTION LINE, 658 FEET TO TRUE POINT OF BEGINNING; THENCE CONTINUE WEST ALONG THE NORTH LINE, 269.5 FEET; THENCE SOUTH AT RIGHT ANGLES, 464.5 FEET; THENCE EAST AT RIGHT ANGLES, 269.5 FEET; THENCE NORTH AT RIGHT ANGLES, 464.5 FEET TO POINT OF BEGINNING EXCEPT 150 FOOT SQUARE IN THE NE CORNER OF THE ABOVE DESCRIBED PROPERTY & ROADS (P46143 COMBINED TO THIS ACCOUNT). Situate in Skagit County, State of Washington.

EASEMENT

The undersigned, **Mary L. Lester**, Executor of the Estate of Kathryn B. Lester ("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 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 Tax Parcel Number: P46145 (XrefID: 351118-0-004-0119), and is more particularly described by the legal description attached hereto as **Exhibit "A"** and incorporated herein by reference ("Grantor's Property").

WHEREAS, the Grantee is the owner of certain real property located in Skagit County, Washington, commonly described as Skagit County Assessor Tax Parcel Numbers: P46173 (XrefID: 351118-0-024-0008) and P45927 (XrefID: 351107-0-039-0004), and is more particularly described by the legal description attached hereto as **Exhibit "B"** and incorporated herein by reference ("Grantee's Property").

WHEREAS, the parties have executed a Release & Settlement Agreement related to this Easement agreement, and in consideration of the terms of the Release and Settlement 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 and depicted in **Exhibit "C"**, 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 (with the permission of Grantee), shall have the right, without prior notice to Grantor, and at all times, to enter upon and use the Easement Area for any and all lawful purposes related to the use of Grantee's Property, including, but not limited to, the use of the Easement Area for all lawful uses, specifically including, but not necessarily limited to, operations related in any way to vehicle, equipment, and/or materials storage and/or parking. Nothing in this Easement agreement herein shall obligate Grantee to commence or complete any improvements whatsoever to the Easement Area; provided, however, that in the event Grantee elects to make any 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. Neither party is obligated to pay, provide, 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. 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 unreasonably interfere with the Grantee's non-exclusive use of the Easement Area for any and all lawful purposes. Grantor further agrees that no structure or obstruction including, without limitation, landscaping, vegetation, trees, fences, buildings, foundations, and/or rockeries shall be constructed or placed over, upon, under, or within the Easement Area without the duly authorized written revocable permission of Grantee.

4. 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 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.

5. Indemnity and Hold Harmless. Except as provided to the contrary herein, each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other party harmless from any such liability. It is further provided that no liability shall attach to either party by reason of entering into this Easement except as expressly provided herein.

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 does not represent the 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, 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 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 Release & Settlement Agreement between Grantor and Grantee, dated September 24, 2018 (Skagit County Contract # C20180467), and that but for the terms of the above-described Release & Settlement Agreement, the parties would not have executed this Easement agreement.

GRANTOR:

DATED this 15th day of August, 2018.

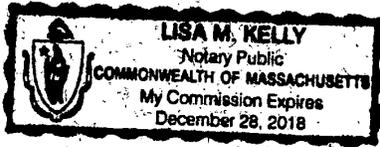
Mary L. Lester
Mary L. Lester, Executor of the
Estate of Kathryn B. Lester

STATE OF Massachusetts }
COUNTY OF Essex } ss.

I certify that I know or have satisfactory evidence that **Mary L. Lester, Executor of the Estate of Kathryn B. Lester**, is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was duly authorized to execute this instrument and executed the forgoing instrument as her free and voluntary act for the uses and purposes herein mentioned.

DATED this 15th day of August, 2018.

(SEAL)



Lisa M. Kelly
Notary Public
Print name: LISA M KELLY
Residing at: 81 Washington St, Salem, MA 01970
My appointment expires: 12-28-2018

GRANTEE:

DATED this 24 day of September, 2018.

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

Kenneth A. Dahlstedt
Kenneth A. Dahlstedt, Chair

Lisa Janicki
Lisa Janicki, Commissioner

Ron Wesen
Ron Wesen, Commissioner

Attest:

Amber Epps
Clerk of the Board

Authorization per Resolution R20050224:

County Administrator

Recommended:

[Signature]
Department Head

Approved as to form:

[Signature] 9/12/18
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

[Signature] (9-14-18)
Risk Manager

Approved as to budget:

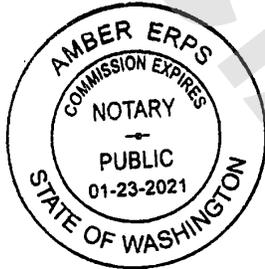
[Signature]
Budget & Finance Director

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 are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as Commissioners of Skagit County, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

DATED this 24 day of September, 2018.

(SEAL)



Amber Erps
Notary Public
Print name: Amber Erps
Residing at: Mount Vernon
My appointment expires: 01-23-2021

EXHIBIT "A"**LEGAL DESCRIPTION OF GRANTOR'S PROPERTY
P46145**

That portion of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 7, Township 35 North, Range 11 East W.M., described as follows:

Beginning at a point on the South line of said Subdivision, 808 feet West of the Southeast corner thereof;
thence North to the South line of the Cascade Highway;
thence Southwesterly along the South line of said highway to its intersection of the South line of said Subdivision;
thence East along said South line to the point of beginning;

ALSO, that portion of Government Lot 2, Section 18, Township 35 North, Range 11 East W.M., described as follows:

Beginning at a point on the North line of said Government Lot 2 that is 658 feet West of the Southeast corner thereof;
thence West along said North line, 464.5 feet;
thence at right angles South 464.5 feet;
thence at right angles East 464.5 feet;
thence at right angles North 464.5 feet to the point of beginning;

EXCEPT the North 150 feet of the East 150 feet thereof;

AND EXCEPT from all the above premises that portion thereof lying Northerly of a line drawn parallel with and 50 feet Southerly when measured laterally at right angles from the centerline survey of Primary State Highway 17, Marblemount East;

AND ALSO EXCEPT from all the above premises the Westerly 195 feet thereof.

Situate in the County of Skagit, State of Washington.

EXHIBIT "B"**LEGAL DESCRIPTION OF GRANTEE'S PROPERTY
P46173 & P45927**

That portion of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 7, Township 35 North, Range 2 East, W.M., and that portion of Government Lot 2, Section 18 said Township and Range, described as follows:

Beginning at a point on the line common to said Sections 658.0 feet Westerly of the corner common to Sections 7, 8, 17, and 18 of said Township and Range;
thence southerly, at right angles to said common line, 150.0 feet;
thence westerly, parallel with said common line, 150.0 feet;
thence northerly, at right angles to said common line, 176.3 feet, more or less, to the southerly right of way line of the cascade wagon road, as said right of way existed october 22, 1935;
thence north $76^{\circ} 16'$ east, along said right of way line, 154.67 feet;
thence southerly 64.0 feet, more or less, to the point of beginning.

Subject to and together with easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.

Situate in the County of Skagit, State of Washington.

EXHIBIT "C"**LEGAL DESCRIPTION OF EASEMENT AREA**

An Easement located in that portion of Government Lot 2, Section 18, Township 35 North, Range 11 East, W.M., described as follows:

Commencing at a point on the line common to Sections 7 and 18, 658.00 feet Westerly of the corner common to Section 7, 8, 17, and 18 of said Township and Range;

thence Southerly, at right angles to said common line, 150.0 feet to the TRUE POINT OF BEGINNING;

thence continuing Southerly, at right angles to said common line, 30.00 feet;

thence Westerly, parallel with said common line, 150.00 feet;

thence Northerly at right angles to said common line, 30.00 feet to the Southwest Corner of Parcel 46173;

thence easterly, along the south line of said Parcel 46173, 150.00 to the TRUE POINT OF BEGINNING and the terminus of this description.

Situate in Skagit County, State of Washington.

EXHIBIT "C"
DEPICTION OF EASEMENT AREA

