

FILED FOR RECORD AT THE
REQUEST OF/RETURN TO:

Skagit Land Trust
1020 S. Third Street
Mount Vernon, WA 98273



201902150071

02/15/2019 03:00 PM Pages: 1 of 10 Fees: \$108.00
Skagit County Auditor

EASEMENT

GUARDIAN NORTHWEST TITLE CO.

Grantor: SAMISH FLOWER FARM, a Washington limited partnership

115244

Grantee: SKAGIT LAND TRUST, a Washington non-profit corporation

Abbreviated Legal: Ptn. G.L. 4, 36-36-02 E.W.M.

Assessor's Tax Parcel Nos.: P133563 / 360236-0-010-0102;
P47448 / 360236-0-010-0002

The undersigned, SAMISH FLOWER FARM, a Washington limited partnership ("Grantor"), the owner of real property legally described in Exhibit "A" attached ("Grantor's property") hereby grants and conveys to SKAGIT LAND TRUST, a Washington non-profit corporation ("Grantee"), the owner of the real property described in Exhibit "B" attached ("Grantee's Property"), the following described easement:

1. Nature and Location of Easement: Grantor grants and conveys a permanent, perpetual, non-exclusive easement (the "Easement") over, under and across a 20 feet wide strip as depicted on Sheet 4 of 4 of Skagit County Short Plat PL-18-0489, approved on the 16th day of February, 2019 and recorded February 15, 2019, under Skagit County Auditor's File No. 201902150064 (the "Short Plat"). The Easement begins where the driveway intersects Samish Island Road and ends at a line on the driveway, which line begins on the west end of Curve #C6, as such curve is shown on the Short Plat, and which line extends N 0°33'23"W for a distance of twenty (20) feet from the west end of Curve #C6 (the "Easement Area").

The scope of this Easement is defined as providing ingress, egress and utilities to Grantee's Property, which ingress and egress shall be limited to Grantee's Portion, as defined below, for any foot, vehicle and equipment passage. The scope of this Easement also allows usage of the entire Easement Area for utilities, signage (as long as such signage does not obstruct traffic), and all other reasonable uses related to Grantee's function and mission as a land conservation entity.

Easement - 1

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

FEB 15 2019

Amount Paid \$
By SL Skagit Co. Treasurer Deputy

Pets on a leash are permitted to use Grantee's Portion of the Easement Area. Grantor specifically acknowledges that Grantee may allow the public to use the Grantee's Portion, of the Easement Area for ingress and egress to and from Grantee's Property.

2. Encroachment/Construction Activity: Grantor shall not undertake any construction within the Easement Area which would unreasonably damage or impair the Grantee's reasonable use of and access to the Easement Area without Grantee's prior written approval. Grantee shall not undertake any construction within the Easement Area which would unreasonably damage or impair the Grantor's reasonable use of and access to the Easement Area without Grantor's prior written approval.

3. Easement Maintenance: Grantee will be responsible for all maintenance, repair, reconstruction, and rebuilding as necessary of the driveway, culverts, shoulders and all other improvements related to the driveway from Samish Island Road to a line extending northerly from the west end of Curve #C5 as shown on the Short Plat to the west end of Curve #C12 as shown on the Short Plat ("Grantee's Portion"). Grantor will be responsible for all maintenance, repair, reconstruction, and rebuilding as necessary of the driveway, culverts, shoulders and all other improvements related to the driveway of that portion of the driveway to the west of Grantee's Portion.

In the event that Grantor or Grantor's owners, employees, contractors, licensees, tenants, or invitees causes identifiable damage to the Easement Area (for example: through the installation of utilities or other improvements, or through the use of heavy equipment or abuse of the driveway), then Grantor shall, as soon as is reasonably possible, immediately restore the Easement Area to as good or better condition as it was in prior to the damage.

In the event that Grantee or Grantee's owners, employees, contractors, licensees, tenants, invitees, or the public causes identifiable damage to the Easement Area (for example: through the installation of utilities or other improvements, or through the use of heavy equipment or abuse of the driveway), then Grantee shall, as soon as is reasonably possible, immediately restore the Easement Area to as good or better condition as it was in prior to the damage.

4. Gate Maintenance: Grantor and Grantee acknowledge that a gate currently crosses the Easement Area adjacent to Samish Island Road, the base of which gate may be located on Grantee's property. Both Grantor and Grantee shall be entitled to keys to any gate in the Grantee's Portion. Grantor and Grantee agree to jointly maintain and repair the existing gate. Any additional gating of the Grantee's Portion or cost sharing for replacement of the existing gate may only occur by mutual agreement of the Grantor and Grantee.

5. Future Parking Area Work: Grantee may, in the future, construct a parking area on Grantee's property adjacent to the Easement Area. Grantee will be responsible for all costs arising out of or related to such work, including demolition, construction, permits and drainage improvements. Grantee shall also be responsible for any improvements to the driveway that Skagit County, or any other governmental or regulatory authority, may require as a result of Grantee's use of the driveway.

6. Option to Create New Lot. Grantee may create an additional lot on Grantee's property. Grantor and Grantee agree that the scope of the Easement granted herein shall include ingress, egress and utilities for the benefit of the additional lot, subject to same conditions and restrictions contained in this Easement Agreement.

7. Binding Effect: This easement shall be appurtenant to Grantor's property and Grantee's property, shall run with the land and shall be for the benefit of and binding upon the parties and their respective affiliates, successors, heirs, assigns, tenants, agents, and assigns.

8. Indemnification: Grantor and Grantor's successors and assigns agree to release, indemnify, defend and hold harmless Grantee and Grantee's successors and assigns from and against any and all claims demands, losses, damages, liabilities, actions, lawsuits or other proceedings, judgments and awards and costs and expenses, including reasonable attorney's fees arising directly or indirectly in whole or in part out of acts or omissions of Grantor, Grantor's owners, employees, contractors, licensees, tenants and invitees, which arise out of or relate to the Easement Area.

Grantee and Grantee's successors and assigns agree to release, indemnify, defend and hold harmless Grantor and Grantor's successors and assigns from and against any and all claims demands, losses, damages, liabilities, actions, lawsuits or other proceedings, judgments and awards and costs and expenses, including reasonable attorney's fees arising directly or indirectly in whole or in part out of acts or omissions of Grantee, Grantee's owners, employees, contractors, licensees, tenants and invitees, which arise out of or relate to the Easement Area.

9. Governing Law: This Agreement shall be construed according to the laws of the State of Washington.

10. Dispute Resolution: In the event of any dispute, the parties agree to submit the matter to mediation. The mediator shall be selected by the parties. If the parties cannot agree on a mediator, the mediator shall be appointed by the presiding judge of the Skagit Superior Court. If the dispute is not resolved through mediation, the parties agree that it will be submitted to binding arbitration to be conducted in accordance with Washington's Uniform Arbitration Act, RCW 7.04A, as amended from time to time. The arbitrator shall be selected by the parties. If the parties cannot agree on an arbitrator, the arbitrator shall be appointed by the presiding judge of Skagit Superior Court. The prevailing party shall have the right to collect from the other party its reasonable costs and necessary disbursements and attorneys' fees incurred in enforcing this Agreement.

11. General Provisions.

a. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements or understandings between the parties with respect to the subject matter hereof. This Agreement may not be amended except by a written document signed by both parties.

b. The failure of a party to insist upon strict performance of any of the provisions of this Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver but the same shall be and remain in full force and effect.

c. The invalidity or unenforceability of any provision hereof shall not affect or impair any other provisions hereof.

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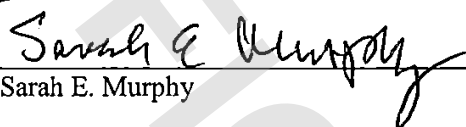
/// *(Signatures and Acknowledgements follow)*

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GRANTOR

Samish Flower Farm, a Washington limited partnership


John S. Murphy
Margaret L. Murphy
Sarah E. Murphy**GRANTEE**

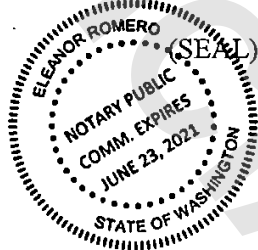
Skagit Land Trust, a Washington non-profit corporation.

By: Print name: Anne WinkesIts: Board President

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that Anne Winkes
as the Board President of Skagit Land Trust, a Washington
non-profit corporation, is the person who appeared before me, and said person
acknowledged that he/~~she~~ signed this instrument, and on oath stated that he/~~she~~ was
duly authorized to executed this instrument, and that he/~~she~~ executed the forgoing
instrument as his/~~her~~ free and voluntary act for the uses and purposes herein
mentioned.

DATED this 14 day of February, 2019.



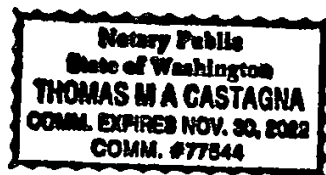
Eleanor Romero
Notary Public Eleanor Romero
Print name: _____
Residing at: Mt. Vernon
My commission expires: 6/23/2021

State of Washington)
) ss
County of Skagit)

I certify that I know or have satisfactory evidence that JOHN S. MURPHY,
~~MARGARET L. MURPHY~~, and ~~SARAH MURPHY~~ are the persons who appeared
before me, and said persons each acknowledged that she signed this instrument, on oath
stated that she was authorized to execute the instrument and acknowledged it as a partner
of SAMISH FLOWER FARM, a Washington limited partnership to be the free and
voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 6th day of February, 2019.

(SEAL)



Thomas M A Castagna
Notary Public
Print name: Thomas M A Castagna
Residing at: Kent, WA
My commission expires: 11/30/2022

Corporation

State of Washington

County of Skagit

On this 2/15/2019 [date], before me personally came Sarah Murphy [owner or operator] to me known, who, being by me duly sworn, did depose and say that she/he resides at Bow, WA [address], that she/he is Authorized Agent [title] of Samish Flower Farm [corporation], the corporation described in and which executed the above instrument; that she/he knows the seal of said corporation; that the seal affixed to such instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation; and that she/he signed her/his name thereto by like order.

Eleanor Romero

Notary Public residing at Mt. Vernon

Printed Name: Eleanor Romero

My Commission Expires:

6/23/2021



Corporation

State of Washington

County of Skagit

On this 2/15/2019 [date], before me personally came Margaret Murphy [owner or operator] to me known, who, being by me duly sworn, did depose and say that she/he resides at Bellingham, WA [address], that she/he is Authorized agent [title] of Samish Flower Farm [corporation], the corporation described in and which executed the above instrument; that she/he knows the seal of said corporation; that the seal affixed to such instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation; and that she/he signed her/his name thereto by like order.

Eleanor Romero

Notary Public residing at 1114. Vernon

Printed Name: Eleanor Romero

My Commission Expires:

6/27/2021



Exhibit "A"

Lot 1 of Skagit County Short Plat No. PL-18-0489, approved the 6th day of February, 2019 and recorded February 15 2019 under Skagit County Auditor's File No. 201902150064, being a portion of Government Lot 4, Section 36, Township 36 North, Range 2 East, W.M.

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 "B"

Lot 2 of Skagit County Short Plat No. PL-18-0489, approved the 6th day of February, 2019 and recorded February 15 2019 under Skagit County Auditor's File No. 201902150004, being a portion of Government Lot 4, Section 36, Township 36 North, Range 2 East, W.M.

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.