



**201904190081**

04/19/2019 01:10 PM Pages: 1 of 11 Fees: \$109.00  
Skagit County Auditor

AFTER RECORDING RETURN TO:  
SKAGIT COUNTY BOARD OF COMMISSIONERS  
1800 CONTINENTAL PLACE, STE. 100  
MOUNT VERNON, WA 98273

DOCUMENT TITLE: Easement

DATE SIGNED: April 15, 2019

GRANTOR: Skagit River Maple, LLC

GRANTEE: Skagit County

CONTRACT NO.: C20190157

P39015

NE-SW 13-35-5

After recording, return to:

Skagit County Public Works Department  
Attn: County Engineer  
1800 Continental Place  
Mount Vernon, WA 98273

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

APR 19 2019

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

**DOCUMENT TITLE:** RIGHT-OF-WAY EASEMENT

**GRANTOR(S):** Skagit River Maple, LLC, a Washington limited liability company; and  
Stephen L. McMinn, a married man as his sole and separate property.

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

**ASSESSOR'S TAX / PARCEL NUMBER(S):** P39015 (XrefID: 350513-3-003-0109); and  
P39016 (XrefID: 350513-3-004-0009).

**ABBREVIATED LEGAL:**

A permanent, perpetual, right-of-way easement located on a portion of:  
(10.0000 ac) CU F&A #10-88 AF#8805240011 1989: THE SOUTHWEST 1/4 OF THE  
NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 35 NORTH,  
RANGE 5 EAST, W.M.; EXCEPT THE WEST 20 FEET THEREOF FOR COUNTY ROAD  
KNOWN AS MINKLER ROAD. SURVEY AF#201801260062; and (36.5000 ac) CU F&A #39  
AF#815200 1976: THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER,  
SECTION 13, TOWNSHIP 35 NORTH, RANGE 5 EAST, W.M., EXCEPT THAT PORTION  
DESCRIBED AS FOLLOWS: THE NORTH HALF OF THE NORTHEAST QUARTER OF THE  
NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, SECTION 13, TOWNSHIP 35  
NORTH, RANGE 5 EAST, W.M. EXCEPT ROAD. SURVEY AF#201801260062. Situate in  
Skagit County, State of Washington.

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**RIGHT-OF-WAY EASEMENT**

This Right-of-Way Easement (the "Easement Agreement"), is made by and between,  
Skagit County, a Washington municipal corporation ("Grantee") and both Skagit River Maple,  
LLC, a Washington limited liability company, and Stephen L. McMinn, a married man as

his sole and separate property (collectively herein "Grantors"). Grantors and Grantee may be individually referred to herein as a "party" and may be collectively referred to herein as the "parties". Grantors are the fee-simple owners of certain real property located in Skagit County, Washington 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, Grantors and Grantee hereby agree as follows:

1. **Grant of Easement.** Grantors hereby forever grant, convey, and dedicate to Grantee a permanent, perpetual right-of-way easement for the purposes set forth herein (the "Easement") over, under, across, and through that certain portion of Grantors' Property, as more particularly described in Exhibit "B" and as 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, Maintenance, Improvements and Use.** Grantee, its agents, contractors, designees, successors, and/or assigns, including members of the public, shall have the right, without prior notice to the Grantors, at such times as are deemed necessary or appropriate by Grantee, to enter upon the Easement Area to use, travel upon, inspect, construct, reconstruct, operate, maintain, repair, replace, and utilize the Easement Area for any and all public road and right-of-way purposes (including, but not limited to, use of said right-of-way as a vehicle turnaround). Nothing in this Easement Agreement herein shall obligate Grantee to commence or complete any improvements whatsoever to the Easement Area within any specific period of time; 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.

3. **No Interference with Easement Area.** 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 right-of-way purposes. 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 revocable written consent of Grantee. Grantors shall otherwise have reasonable use of Grantor's Property within the Easement Area, so long as such use by Grantors does not interfere with the Grantee's use of the Easement Area and the rights herein granted.

4. **Obligations Run With the Land.** 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 attach to the individual properties legally described in this Easement Agreement.

5. **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 arising from or relating to the terms of this Easement Agreement shall be in Skagit County, State of Washington.

6. **Recording.** This Easement Agreement shall be recorded with the Skagit County Auditor, and shall become effective immediately upon recording.

7. **Modifications, Waivers, and Severability.** The Easement Agreement may be changed, modified, amended or waived only by subsequent written agreement executed by the parties hereto (and recorded with the Skagit County Auditor). Waiver or breach of any term or condition of this Easement Agreement shall not be considered a waiver of any prior or subsequent breach. In the event any term or condition of this Easement Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Easement Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Easement Agreement are declared severable.

8. **Captions.** 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 Agreement.

9. **Entire Agreement.** This Easement Agreement contains the entire agreement between the parties hereto and incorporates and supersedes all prior negotiations or agreements. It may not be modified or supplemented in any manner for form whatsoever, either by course of dealing or by parole or written evidence of prior agreements and negotiations, except upon the subsequent written agreement of the parties.

**Grantors:**

**Skagit River Maple, LLC**, a Washington limited liability company.

By: Stephen L. McMinn

Its: Managing Member

DATED this 2nd day of April, 2019.

By: Stephen L. McMinn

**Stephen L. McMinn,**

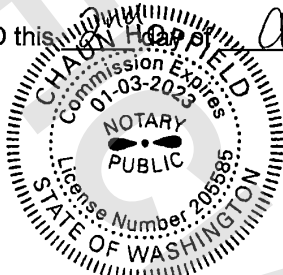
a married man as his sole and separate property.

DATED this 2nd day of April, 2019.

STATE OF WASHINGTON }  
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that Stephen L. McMinn is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was duly authorized to execute the instrument, and acknowledged it as the Managing Member of Skagit River Maple, LLC, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 10th day of April, 2019.



Notary Public

Print name: Chaun Hopfield

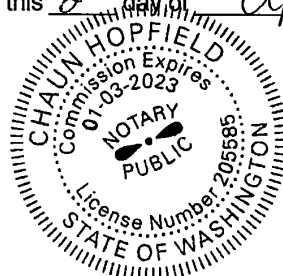
Residing at: Rockport, WA

My appointment expires: 1/3/23

STATE OF WASHINGTON }  
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that Stephen L. McMinn, a married man as his sole and separate property, in his individual capacity, is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was duly authorized to execute the instrument, and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 2nd day of April, 2019.



Notary Public

Print name: Chaun Hopfield

Residing at: Rockport, WA

My appointment expires: 1/3/23

DATED this 2nd day of April, 2019.

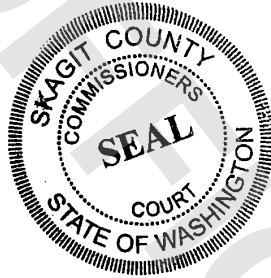
Approved:

1/2 by phone approval 4/1/19  
Tom Ehrlichman, WSBA # 20952  
Dykes Ehrlichman Law Firm  
Legal Counsel for Grantors

DATED this 1 day of April, 2019.

Grantee:  
DATED this 15 day of April, 2019.

BOARD OF COUNTY COMMISSIONERS  
SKAGIT COUNTY, WASHINGTON



Attest:

Linda Hanna  
Clerk of the Board

Lisa Janicki  
Lisa Janicki, Chair

Ron Wesen  
Ron Wesen, Commissioner

Kenneth A. Dahlstedt  
Kenneth A. Dahlstedt, Commissioner

Authorization per Resolution R20050224:

Recommended:

[Signature]  
Department Head

County Administrator

Approved as to form:

[Signature] 4/4/19  
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

[Signature] (4-8-19)  
Risk Manager

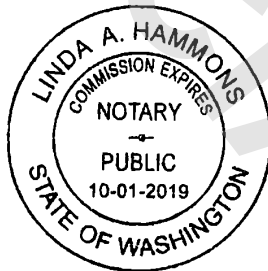
Approved as to budget:

[Signature]  
Budget & Finance Director

STATE OF WASHINGTON }  
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that Lisa Janicki, Ron Wesen and/or Kenneth A. Dahlstedt is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument, on oath stated that he/she/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 mentioned in the instrument.

DATED this 15 day of April, 2019.



Linda A. Hammons  
Notary Public  
Print name: Linda A. Hammons  
Residing at: Skagit County  
My appointment expires: 10-01-2019

**EXHIBIT A**

**LEGAL DESCRIPTION FOR  
MCMINN PROPERTY**

THE SOUTHWEST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF THE SOUTHWEST  $\frac{1}{4}$  OF  
SECTION 13, TOWNSHIP 35 NORTH, RANGE 5 EAST, W.M.,

[EXCEPT THE WEST 20 FEET THEREOF FOR COUNTY ROAD KNOWN AS B.D.  
MINKLER ROAD – PENDING VACATION OF COUNTY ROAD BY THE SKAGIT  
COUNTY COMMISSIONERS]

SITUATE IN THE COUNTY OF SKAGIT, WA



**EXHIBIT A**

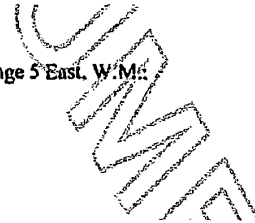
**LEGAL DESCRIPTION FOR SKAGIT RIVER MAPLE, LLC PROPERTY**

Parcel "E":

The Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 13, Township 35 North, Range 5 East, W.M.:

EXCEPT roads.

Situated in Skagit County, Washington.



— **Skagit Surveyors and Engineers** —

806 Metcalf St. Sedro-Woolley, WA 98284  
360.855.2121 360.855.1658(f)  
www.sseconsultants.com

**EXHIBIT B**

LEGAL DESCRIPTION  
FOR  
SKAGIT RIVER MAPLE, LLC  
OF  
VEHICLE TURNAROUND

July 9, 2018

That portion of the northwest quarter of the southwest quarter and the northeast quarter of the southwest quarter of Section 13, Township 35 North, Range 5 East, W.M. described as follows:

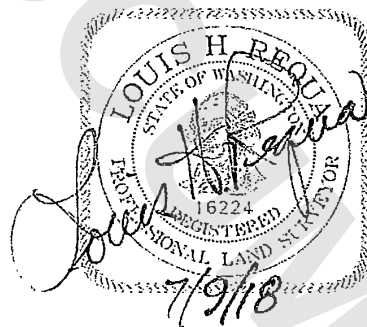
The east 20.00 feet of the south 60.00 feet of the northwest quarter of the southwest quarter of said Section 13.

TOGETHER WITH the south 30.00 feet of the west 60.00 feet of the northeast quarter of the southwest quarter of said Section 13.

AND TOGETHER WITH the north 30.00 feet of the south 60.000 feet of the west 20.00 feet of the northeast quarter of the southwest quarter of said Section 13.

Containing 3,600 square feet.

Situate in Skagit County, Washington.



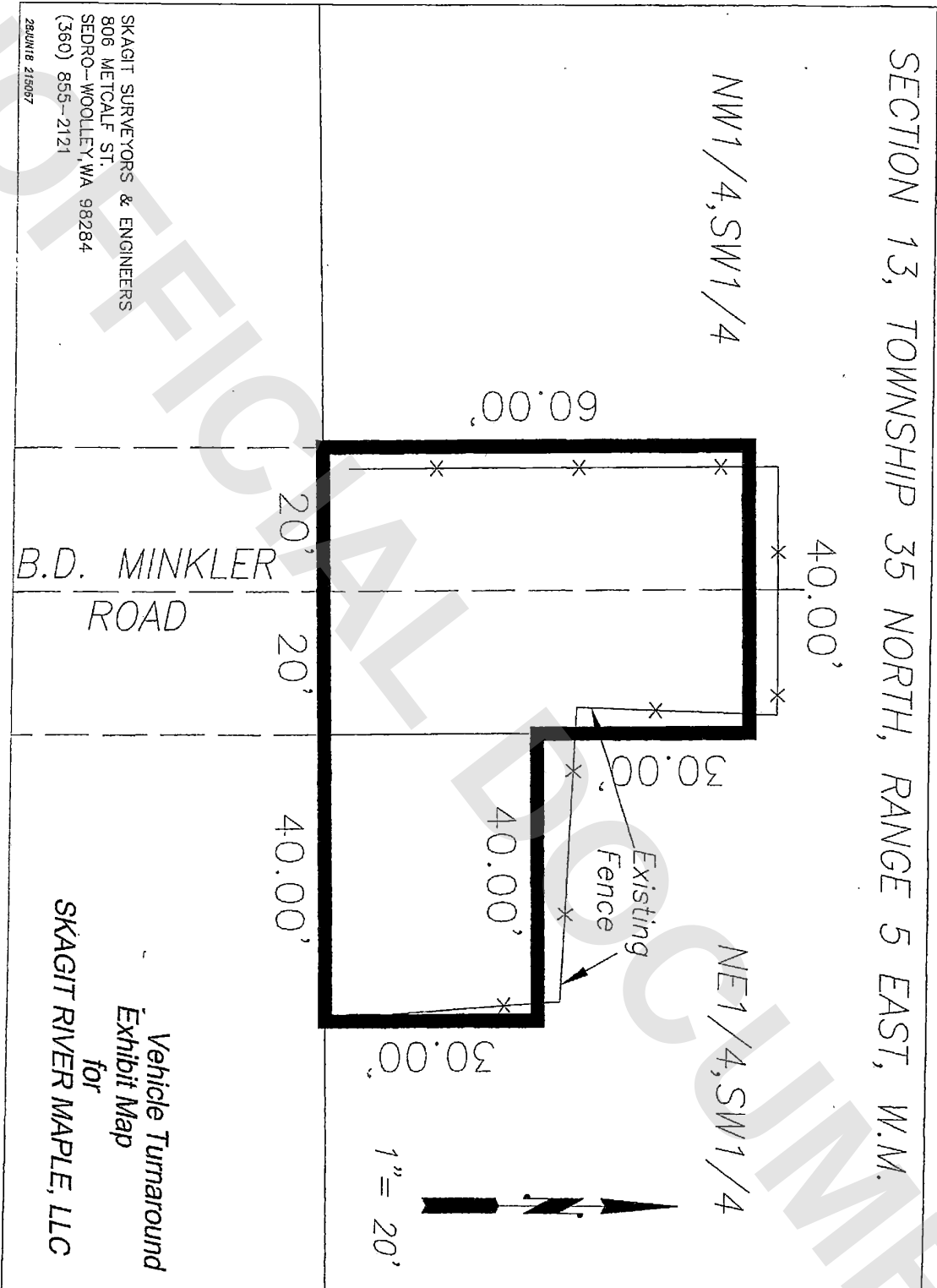


Exhibit C