



201904290091

04/29/2019 01:53 PM Pages: 1 of 9 Fees: \$107.00
Skagit County Auditor

When Recorded Return to:

Seattle City Light
Attn: Real Estate Services SMT 3338
700 Fifth Avenue
P.O. Box 34023
Seattle, WA 98124-4023

TERM EASEMENT
for
Wildfire Prevention Buffer

GUARDIAN NORTHWEST TITLE CO.
19-1845

Grantor:	THE CITY OF SEATTLE
Abbreviated Legal Description:	Ptm Sec 31, T 33 N, R. 11 E, W.M.
Skagit County Assessor's	
Parcel Number:	P18983
Seattle City Light PM Number:	331131-1-E01
Grantees:	Stephen D. McElfresh and Valerie S. McElfresh

THIS TERM EASEMENT for Wildfire Prevention Buffer ("Term Easement") is made by and between THE CITY OF SEATTLE, a municipal corporation of the State of Washington, acting through its CITY LIGHT DEPARTMENT, hereinafter called the "Grantor", and STEPHEN D. MCELFRISH and VALERIE S. MCELFRISH, hereinafter called the "Grantees". Grantor is the owner of real property located in Skagit County ("City Property"), more particularly described in **Exhibit A**, attached hereto and by this reference incorporated herein.

RECITALS

WHEREAS, The City of Seattle has purchased the City Property from Grantees for conservation purposes; and

WHEREAS, Grantees own an adjacent property, Skagit County Parcel number P18980, to the east of the City Property ("Grantees' Property"); and

WHEREAS, as a condition of the conveyance of City Property to the City of Seattle, Grantees are to receive an easement for a wildfire prevention buffer on the City Property to benefit of Grantees' Property for the term of Grantees' ownership.

NOW THEREFORE, Grantor and Grantees agree as follows:

AGREEMENT

1. Grant of Term Easement. The Grantor, for and in consideration of mutual and offsetting benefits and other valuable consideration, grants to the Grantees an easement for

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX Page 1 of 7

APR 29 2019

Amount Paid \$
Skagit Co. Treasurer
By *[Signature]* Deputy

purposes of establishing and maintaining a wildfire prevention buffer on a portion of the City Property described as

AN AREA BEING 5,039 SQUARE FEET AND 0.12 ACRES, MORE OR LESS, THE LOCATION DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE CENTERLINE OF THE SUJATTLE RIVER ROAD, AT THE COMMON CORNER OF LOTS 9 & 10 PER UNRECORDED SURVEY BY CLAIR CROSSMAN;

THENCE S17°35'00"W ALONG THE PROERTY LINE OF SAID LOTS 9 & 10, A DISTANCE OF 480', TO THE TRUE POINT OF BEGINNING;

THENCE N72°25'00"W A DISTANCE OF 43.82';

THENCE S17°35'00"W PARALLEL TO THE PROPERTY LINE OF SAID LOTS 9 & 10, A DISTANCE OF 115';

THENCE S72°25'00"E A DISTANCE OF 43.82';

THENCE NORTHEASTERLY ALONG SAID PROPERTY LINE A DISTANCE OF 115', TO THE TRUE POINT OF BEGINNING.

and depicted in **Exhibit B**, attached hereto (the "Easement Area") for the term of Grantees' ownership of Grantee's Property ("Term Easement").

2. Effective Date and Term. This Term Easement shall become effective upon Grantor's acquisition of the City Property, and shall terminate upon transfer or conveyance of the Grantees' Property or as provided in Paragraph 3.

3. Easement Termination. Grantor may terminate this Term Easement for cause if Grantee fails to comply with any term, condition, or obligation of this Term Easement. Grantee shall have ten (10) days following written notice thereof to cure or correct a failure to comply with the terms, conditions or obligation of this Term Easement. If Grantee fails to cure or correct within the stated time, termination of this Term Easement shall be effective immediately.

4. Mutual and Offsetting Benefits. The Parties agree that the mutual and offsetting benefits and terms and conditions set forth herein constitute the consideration for this Term Easement.

5. Purpose of Easement. This Term Easement permits Grantees to access the Easement Area from Grantees' Property for the purpose of creating and maintaining a wildfire prevention buffer. Grantee actions permitted within the Easement Area to achieve this purpose are limited to physical removal of certain vegetation through mowing and hand cutting of grasses, weeds, and brush. Trees or limbs of trees over fifteen (15) feet in height above the ground shall not be cut or removed without the express written consent of the City. Use of herbicides and pesticides within the Easement Area are strictly prohibited.

6. Grantees' Responsibilities for Use of the Easement Area. Grantees' right to use the Easement Area is strictly limited by the purpose and conditions of use of this Term Easement, and shall be exclusive to Grantees, subject to Grantor's reserved rights described in Paragraph 7 below and additional conditions in Paragraph 8 below.

Grantees are responsible for all injury and damage to persons and property (real and personal) caused by Grantees' exercise of Grantees' rights or obligations under this Term Easement, or its use of the Easement Area on or after the effective date of this Term Easement. Grantees' responsibility for such injury and damage shall include repair and restoration to the condition existing on the effective date of this Term Easement of any and all damage to the Grantor's real and personal property, and repair, replacement or restoration to condition existing on the effective date of this Term Easement of any of Grantor's property within the Term Easement Area that is damaged or destroyed directly or indirectly by Grantees' exercise of Grantees' rights or obligations under this Term Easement or Grantees' use of the Term Easement Area on or after the effective date of this Term Easement, including, without limitation, structures, facilities, improvements, soil, turf and plants, all at Grantees' sole cost and expense. This Section 6 is not intended to require Grantee to be responsible for losses or damage to the extent attributable to Grantor's negligence.

Grantees shall not release, discharge or dispose of on, under, above or about the Term Easement Area or the City Property any Hazardous Substance (as defined in Paragraph 9 below) or authorize any other person or entity to do so on or after the effective date of this Term Easement. Grantees are responsible for completing necessary repairs, cleanup, remediation or detoxification of the Easement Area and the preparation and implementation of any closure, remedial or other required plans attributable to the generation, manufacture, production, storage, release, discharge or disposal by Grantees of any Hazardous Substance on or from the Easement Area arising out of Grantees' use of the Easement Area on or after the effective date of this Term Easement.

7. Grantor's Reserved Rights. Grantor reserves the right to enter the Easement Area at all reasonable times to inspect said premises and observe the conditions and use thereof, and the manner of compliance by the Grantees with the terms and conditions of this Term Easement. Grantor also reserves the right to enter the Term Easement Area at all reasonable times to perform property management functions as it sees fit, in its sole discretion, to maintain the surface of the Easement Area, without unreasonably interfering with Grantees' rights under this Term Easement. The City Property is subject to the terms of a Deed of Right to Use Land for Salmon Recovery Purposes granted to the State of Washington, acting by and through the Washington State Salmon Recovery Funding Board and the Washington State Recreation and Conservation Office, including any successor agencies ("Deed of Right") and this Term Easement is granted subject to the terms of the Deed of Right.

8. Additional Terms and Conditions. Grantees hereby agree to the following additional terms and conditions:

- 8.1 No permanent or temporary building or structure shall be placed or allowed to remain within the Easement Area.
- 8.2 No personal property of any kind, including but not limited to vehicles, boats, RVs, trailers, cranes, construction equipment, or any other such vehicle or equipment, shall be parked or stored within the Easement Area.
- 8.3 Grantees shall not plant any vegetation within the Easement Area, nor make any other landscaping improvements without the express written consent of the City.

8.4 Grantees shall at all times exercise their rights under this Term Easement in a manner consistent with the Deed of Right.

9. Compliance with Applicable Law and Indemnification. Grantees shall at all times exercise their rights under this Term Easement and their permitted use of the Easement Area in accordance with the requirements of all applicable statutes, orders, rules and regulations of any public authority having jurisdiction. Grantees shall indemnify Grantor and its elected officials, officers and, employees from and against any and all liability, loss, damage, expense, actions, and claims incurred by Grantor arising from the exercise by Grantees, their agents, contractors, or invitees of the rights granted in this Term Easement or use of the Easement Area on or after the effective date of this Term Easement, except to the extent caused by Grantor's negligence. Without limiting the generality of and in addition to the foregoing, Grantees shall protect, indemnify, hold harmless and defend Grantor and its elected officials, officers and, employees, from and against any and all loss, damage, cost, expense or liability (including attorneys' fees and costs) arising out of or attributable to the generation, manufacture, production, storage, release, discharge or disposal by Grantees, their successors, agents, contractors, or invitees of any Hazardous Waste on or from the Term Easement Area on or after the effective date of this Term Easement to the extent arising out of Grantees' use of the Easement Area on or after the effective date of this Term Easement or the breach by Grantees of any Environmental Law in connection with Grantees' use or occupation of the Easement Area on or after the effective date of this Term Easement, including, without limitation, the costs of any required or necessary repairs, cleanup, remediation, or detoxification of the Easement Area and the preparation and implementation of any closure, remedial or other required plans. This indemnity does not apply to the extent any losses, claims, damages or injuries are attributable to the negligence of Grantor, its employees, agents or contractors.

For purposes of this Term Easement, the term "Hazardous Substance" includes without limitation (a) those substances included within the definitions of "hazardous substances", "hazardous materials", "toxic substances" or "hazardous wastes" in any Environmental Law; (b) petroleum products and petroleum byproducts; (c) polychlorinated biphenyls; and (d) chlorinated solvents. The term "Environmental Law" includes any federal, state, municipal or local law, statute, ordinance, regulation, order or rule pertaining to health, industrial hygiene, environmental conditions or Hazardous Substance.

10. No Assignment. The Term Easement granted by this instrument is solely for the benefit of the Grantees, is personal to Grantees for the sole purpose herein described, and may not be assigned.

11. Easement Termination. The rights granted by this Term Easement, and the duties, restrictions, limitations, and obligations created by this Term Easement, shall terminate upon the conveyance or transfer of Grantees' Property or as provided in Paragraph 3.

12. Notices. Any notices required or permitted under this Term Easement shall be given in writing and either personally delivered or sent by U.S. Mail, postage prepaid, or sent by nationally recognized overnight courier service with all charges for next business day delivery prepaid, to the addresses as indicated below:

To Grantor: Seattle City Light
Attn: Real Estate Services SMT 3338
700 Fifth Avenue
P.O. Box 34023
Seattle, WA 98124-4023

To Grantees: Stephen D. McElfresh and Valerie S. McElfresh
Box 291
Greenbank, WA 98253

13. Exhibits Incorporated. All exhibits attached hereto, as listed below, are expressly incorporated into and form a part of this Term Easement:

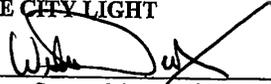
- Exhibit A: Legal Description of City Property
- Exhibit B: Illustration of the Easement Area

14. Recording. This Term Easement shall be recorded in the real property records of Skagit County, Washington, by Grantor, who shall provide Grantees with a conformed copy of the original recorded document.

Dated this 19th day of April, 2019.

GRANTOR:

THE CITY OF SEATTLE
SEATTLE CITY LIGHT

By: 
~~Greg Sancewich~~ William Devereaux
~~Real Estate Manager~~ Director, Environmental Management & Real Estate

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 14th day of April, 2019, before me personally appeared William Devereaux, to me known to be the Director Environmental Mgmt Real Estate of Seattle City Light, a department of the City of Seattle, the Washington municipal corporation that executed the within and foregoing instrument, and acknowledged that said instrument was the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of the City of Seattle.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.



Signature: Shirley M. Louie
Print name: Shirley M. Louie
Notary Public in and for the State of Washington
Residing at: Kent
My commission expires: June 12, 2020

GRANTEES:

Dated this 5th day of April, 2019.

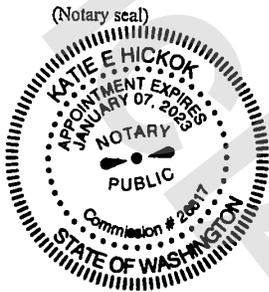
Stephen D. McElfresh _____ 4-5-19
Stephen D. McElfresh Date

Valerie S. McElfresh _____ 4-5-19
Valerie S. McElfresh Date

STATE OF WA)
) ss.
COUNTY OF Skagit)

On this 5th day of April, 2019, before me personally appeared Stephen D. McElfish to me known to be the individual who executed the within and foregoing instrument, and acknowledged that said instrument was his free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

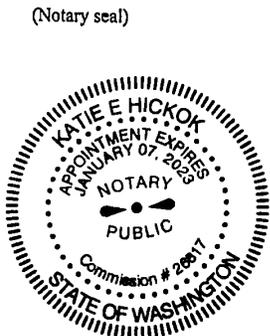


Signature: [Handwritten Signature]
Print name: Katie E Hickok
Notary Public in and for the State of Washington
Residing at: Waveron
My commission expires: 1-7-23

STATE OF WA)
) ss.
COUNTY OF Skagit)

On this 5th day of April, 2019, before me personally appeared Valeries S. McElfish to me known to be the individual who executed the within and foregoing instrument, and acknowledged that said instrument was her free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.



Signature: [Handwritten Signature]
Print name: Katie E Hickok
Notary Public in and for the State of Washington
Residing at: Waveron
My commission expires: 1-7-23

Exhibit A: Legal Description of City Property

That portion of Government Lot 1, Section 31, Township 33 North, Range 11 East of the Willamette Meridian, described as follows:

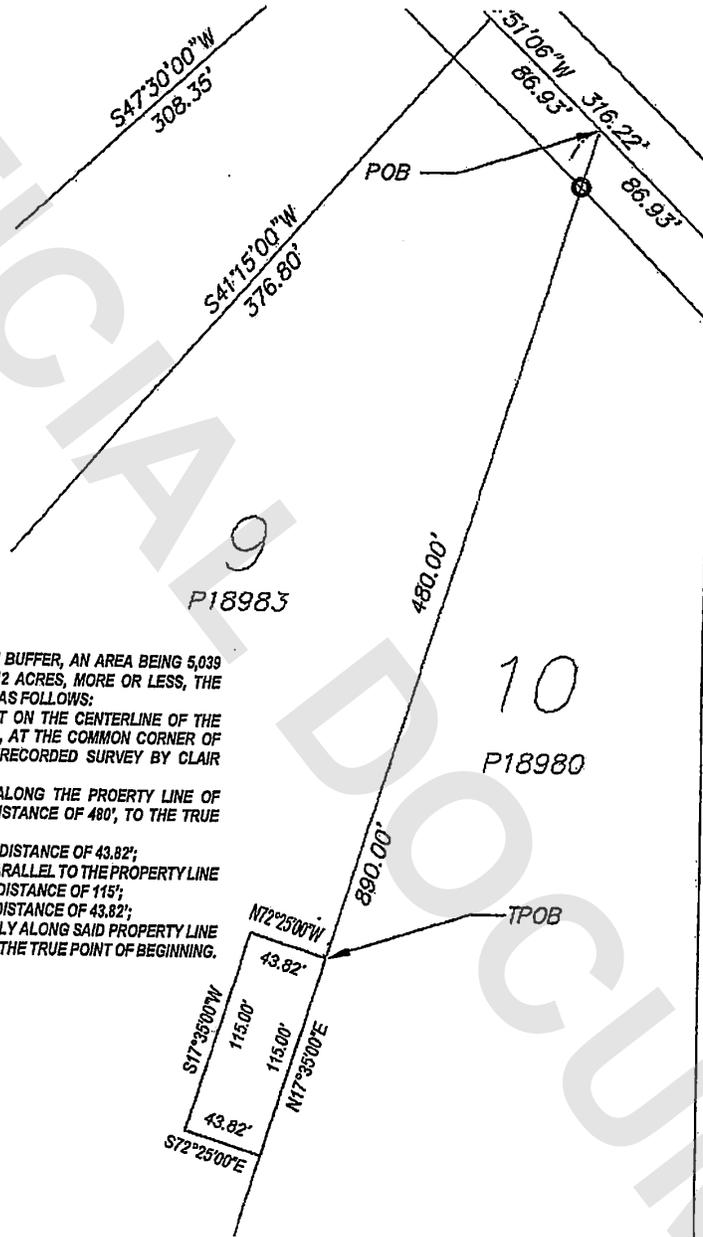
Commencing at a point on the North line of said Section 31, which bears North 89°50'42" West a distance of 434.54 feet from the Northeast corner of said Section 31;
thence South 17°44'36" East 354.32 feet;
thence Southeasterly along a curve to the left having a radius of 420 feet, through a central angle of 27°06'30" an arc distance of 198.71 feet;
thence South 44°51'06" East 142.36 feet to the point of beginning; thence South 44°51'06" East 86.93 feet;
thence South 17°35' West 1100 feet, more or less, to the Old Channel of the Suiattle River;
thence Northwesterly along said Channel to a point lying South 41°15' West of the point of beginning; thence North 41°15' East 1200 feet, more or less, to the point of beginning;

(Being known as Parcel 9 of an unrecorded 5-acre Parcel Map dated November 1, 1972 and prepared by Heiber and Crossman.)

Situate in the County of Skagit, State of Washington.

Exhibit B
Term Easement for Wildfire Prevention Buffer

EASEMENT AREA:
 WILDFIRE PREVENTION BUFFER, AN AREA BEING 5,039
 SQUARE FEET AND 0.12 ACRES, MORE OR LESS, THE
 LOCATION DESCRIBED AS FOLLOWS:
 BEGINNING AT A POINT ON THE CENTERLINE OF THE
 SUATTLE RIVER ROAD, AT THE COMMON CORNER OF
 LOTS 9 & 10 PER UNRECORDED SURVEY BY CLAIR
 CROSSMAN;
 THENCE S17°35'00"W ALONG THE PROEYTY LINE OF
 SAID LOTS 9 & 10, A DISTANCE OF 480', TO THE TRUE
 POINT OF BEGINNING;
 THENCE N72°25'00"W A DISTANCE OF 43.82';
 THENCE S17°35'00"W PARALLEL TO THE PROPERTY LINE
 OF SAID LOTS 9 & 10, A DISTANCE OF 115';
 THENCE S72°25'00"E A DISTANCE OF 43.82';
 THENCE NORTHEASTERLY ALONG SAID PROPERTY LINE
 A DISTANCE OF 115', TO THE TRUE POINT OF BEGINNING.



UNOFFICIAL DOCUMENT