

201904290107

04/29/2019 02:35 PM Pages: 1 of 9 Fees: \$107.00
Skagit County Auditor

SKAGIT COUNTY
Contract # C20190051
Page 1 of 9

After recording, return to:

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

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

APR 29 2019

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

DOCUMENT TITLE: RIGHT-OF-WAY EASEMENT
GRANTOR(S): HOUSING AUTHORITY OF SKAGIT COUNTY, a Washington
housing authority
GRANTEE(S): SKAGIT COUNTY, a Washington municipal corporation
ABBREVIATED LEGAL: P62437

A permanent, perpetual right-of-way easement located on a portion of (DK12) PARCEL 2 ON QUIT CLAIM DEED RECORDED UNDER AF#200703140071; AKA THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 35 NORTH, RANGE 4, EAST, WM AND OF TRACTS 25 AND 36, 'PLAT OF THE BURLINGTON ACREAGE PROPERTY,' AS PER PLAT RECORDED IN VOLUME 1 OF PLATS, PAGE 49, RECORDS OF SKAGIT COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS COMMENCING AT THE CENTER OF SAID SECTION 33; THENCE SOUTH 0 DEGREES 01' 36" WEST ALONG THE EAST LINE OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER A DISTANCE OF 30.00 FEET TO THE SOUTH RIGHT OF WAY MARGIN OF LAFAYETTE ROAD BEING THE TRUE POINT OF BEGINNING; THENCE SOUTH 0 DEGREES 01' 36" WEST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 171.00 FEET; THENCE NORTH 89 DEGREES 40' 42" WEST PARALLEL TO THE NORTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 247.68 FEET; THENCE SOUTH 0 DEGREES 01' 36" WEST PARALLEL TO SAID EAST LINE OF THE SOUTHWEST QUARTER, A DISTANCE OF 610.55 FEET; THENCE SOUTH 89 DEGREES 40' 42" EAST A DISTANCE OF 280.68 FEET TO THE EAST LINE OF THAT PARCEL DESCRIBED AS PARCEL 'P' CONVEYED TO THE HOUSING AUTHORITY OF SKAGIT COUNTY UNDER AUDITOR'S FILE NO. 200207260012, RECORDS OF SKAGIT COUNTY, WASHINGTON; THENCE SOUTH 0 DEGREES 01' 36" WEST PARALLEL TO THE SAID EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 33 A DISTANCE OF 504.91 FEET TO THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE NORTH 89 DEGREES 50' 56" WEST ALONG SAID SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST

QUARTER A DISTANCE OF 33.00 FEET TO THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, ALSO BEING ON THE SOUTH LINE OF SAID TRACT 36 OF SAID BURLINGTON ACREAGE; THENCE NORTH 89 DEGREES 51' 24" WEST ALONG SAID SOUTH LINE OF TRACT 36 A DISTANCE OF 418.84 FEET TO A POINT LYING 241.00 FEET EAST OF THE SOUTHWEST CORNER OF THE EAST HALF OF SAID TRACT 36; THENCE NORTH 0 DEGREES 10' 27" EAST ALONG THE EAST LINE OF THAT PARCEL CONVEYED TO HOUSING AUTHORITY OF SKAGIT COUNTY UNDER AUDITOR'S FILE NO. 200210280188, A DISTANCE OF 658.88 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT 36 LYING 241.00 FEET EAST OF THE NORTHWEST CORNER OF THE EAST HALF OF SAID TRACT 36, SAID POINT BEING THE NORTHEAST CORNER OF THAT PARCEL CONVEYED TO HOUSING AUTHORITY OF SKAGIT COUNTY, UNDER AUDITOR'S FILE NO. 200210280188; THENCE NORTH 89 DEGREES 46' 29" WEST ALONG THE NORTH LINE OF SAID TRACT 36 A DISTANCE OF 269.60 FEET TO THE SOUTHWEST CORNER OF A TRACT DESCRIBED AS PARCEL 'S' CONVEYED TO HOUSING AUTHORITY OF SKAGIT COUNTY UNDER AUDITOR'S FILE NO. 200207260012, RECORDS OF SKAGIT COUNTY; THENCE NORTH 0 DEGREES 00' 41" EAST ALONG THE WEST LINE OF SAID PARCEL 'S', A DISTANCE OF 418.27 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 'S', BEING ALSO A POINT ON THE SOUTH LINE OF THE NORTH 211.00 FEET OF SAID TRACT 25 OF SAID BURLINGTON ACREAGE; THENCE SOUTH 89 DEGREES 41' 31" EAST ALONG THE SOUTH LINE OF SAID NORTH 211.00 FEET OF TRACT 25, A DISTANCE OF 210.79 FEET TO THE SOUTHWEST CORNER OF THAT PARCEL DESCRIBED AS PARCEL 'R' CONVEYED TO HOUSING AUTHORITY OF SKAGIT COUNTY UNDER AUDITOR'S FILE NO. 200207260012; THENCE NORTH 0 DEGREES 10' 28" EAST, ALONG THE WEST LINE OF SAID PARCEL 'R' A DISTANCE OF 206.55 FEET TO THE SOUTH RIGHT OF WAY LINE OF THE LAFAYETTE ROAD; THENCE NORTH 89 DEGREES 46' 20" EAST ALONG THE SOUTH RIGHT OF WAY LINE OF LAFAYETTE ROAD A DISTANCE OF 475.53 FEET TO THE TRUE POINT OF BEGINNING. EXCEPT THAT PORTION LOCATED IN LEVY CODE 0905. SURVEY AF#201510160090; Situate in Skagit County, State of Washington.

ASSESSOR'S TAX / PARCEL NUMBER(S): P62437 (XrefID: 3867-000-025-0601)

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 the **Housing Authority of Skagit County**, a Washington housing authority ("Grantor"). Grantor and Grantee may be individually referred to herein as a "party" and may be collectively referred to herein as the "parties". Grantor is the fee-simple owner of certain real property located in Skagit County, Washington described by the legal description attached hereto as Exhibit "A" and incorporated herein by reference ("Grantor's Property"). In consideration of the forgoing, and of the following mutual terms, provisions, and covenants set forth herein, Grantor and Grantee hereby agree as follows:

1. **Grant of Easement.** Grantor hereby forever grants, conveys, and dedicates to Grantee a perpetual right-of-way easement for the purposes set forth herein (the "Easement") over, under, across, and through that certain portion of Grantor's 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 Grantor, 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 bus stop and/or sidewalk). 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, and, if applicable, to restore the Easement Area (to a substantially similar condition as existed prior to the commencement of any such work by Grantee) within a reasonable period of time after commencing such work so as to minimize the interference with Grantor's use of Grantor's Property.

3. **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.

4. **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 terms of this Easement Agreement shall be in Skagit County, State of Washington.

5. **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 Agreement. 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 chosen not to do so. The parties represent and warrant that they have fully read this Easement Agreement, that they understand its meanings and effect, 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.

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.

Grantor:

DATED this 18 day of January, 2019

HOUSING AUTHORITY OF SKAGIT COUNTY, a Washington housing authority


By: Melanie Corey, Executive Director

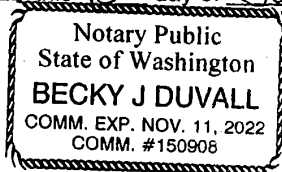
Address:

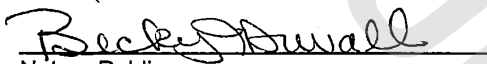
1650 Port Drive
Burlington, WA 98233

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that Melanie Corey 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 the instrument, and acknowledged it as the Executive Director of the HOUSING AUTHORITY OF SKAGIT COUNTY, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 18th day of January, 2019.




Notary Public
Print name: Becky J Duvall
Residing at: Burlington
My appointment expires: 11-11-22

DATED this 4 day of February, 2019.

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON



Lisa Janicki, Chair

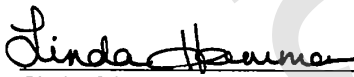


Ron Wesen, Commissioner



Kenneth A. Dahlstedt, Commissioner

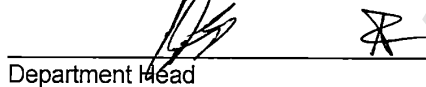
Attest:



Clerk of the Board

Authorization per Resolution R20050224:

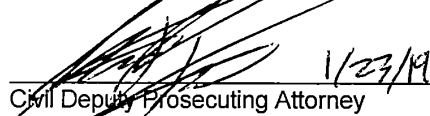
Recommended:



Department Head

County Administrator

Approved as to form:

 1/23/19

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

 (1-29-19)

Risk Manager

Approved as to budget:

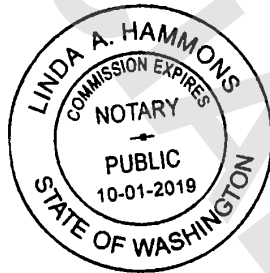


Budget & Finance Director

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 4 day of February, 2019.



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

EXHIBIT "A"**Legal Description for Grantor's Property**

That portion of the Northwest Quarter of the Southeast Quarter and the Northeast Quarter of the Southwest Quarter of Section 33, Township 35 North, Range, 4 East, W. M. and of Tracts 25 and 36, "PLAT OF THE BURLINGTON ACREAGE PROPERTY," as per plat recorded in Volume 1 of Plats, page 49, records of Skagit County, Washington, being more particularly described as follows:

Commencing at the center of said Section 33; thence South 0 Degrees 01'36" West along the East line of said Northeast Quarter of the Southwest Quarter a distance of 30.00 feet to the South right of way margin of Lafayette Road being the TRUE POINT OF BEGINNING; thence South 0 Degrees 01'36" West along the East line of said Southwest Quarter a distance of 171.00 feet; thence North 89 Degrees 40'42" West parallel to the North line of said Southeast Quarter, a distance of 247.68 feet; thence South 0 Degrees 01'36" West parallel to said East line of the Southwest Quarter, a distance of 610.55 feet; thence South 89 Degrees 40'42" East a distance of 280.68 feet to the East line of that parcel described as Parcel "P" conveyed to The Housing Authority of Skagit County under Auditor's File No. 200207260012, records of Skagit County, Washington; thence South 0 Degrees 01'36" West parallel to the said East line of the Southwest Quarter of said Section 33 a distance of 504.91 feet to the South line of said Northwest Quarter of the Southeast Quarter; thence North 89 Degrees 50'56" West along said South line of the Northwest Quarter of the Southeast Quarter a distance of 33.00 feet to the Southeast corner of said Northeast Quarter of the Southwest Quarter, also being on the South line of said Tract 36 of said Burlington Acreage; thence North 89 Degrees 51'24" West along said South line of Tract 36 a distance of 418.84 feet to a point lying 241.00 feet East of the Southwest corner of the East Half of said Tract 36; thence North 0 Degrees 10'72" East along the East line of that parcel conveyed to Housing Authority of Skagit County under Auditor's File No. 20210280188, a distance of 658.88 feet to a point on the North line of said Tract 36 lying 241.00 feet East of the Northwest corner of the East Half of said Tract 36, said point being the Northeast corner of that parcel conveyed to Housing Authority of Skagit County, under Auditor's File No. 200210280188; thence North 89 Degrees 46'29" west along the North line of said Tract 36 a distance of 269.60 feet to the Southwest corner of a tract described as Parcel "S" conveyed to Housing Authority of Skagit County under Auditor's File No. 200207260012, records of Skagit County; thence North 0 Degrees 00'41" East along the West line of said Parcel "S", a distance of 418.27 feet to the Northwest corner of said Parcel "S", being also a point on the South line of the North 211.00 feet of said Tract 25 of said Burlington Acreage; thence South 89 Degrees 41'31" East along the South line of said North 211.00 feet of Tract 25, a distance of 210.79 feet to the Southwest corner of that parcel described as parcel "R" conveyed to Housing Authority of Skagit County under Auditor's File No. 200207260012; thence North 0 Degrees 10'28" East, along the West line of said Parcel "R", a distance of 206.55 feet to the South right of way line of the Lafayette Road a distance of 475.53 feet to the TRUE POINT OF BEGINNING.

Said premises also being known as New Parcel 2 as described on that certain Boundary Line Adjustment deed recorded March 14, 2007 as Skagit County Auditor's No. 20070314071.

SUBJECT TO easements and restrictions of record.

Situate in Skagit County, State of Washington.

RIGHT-OF-WAY EASEMENT
HOUSING AUTHORITY OF SKAGIT COUNTY, GRANTOR
SKAGIT COUNTY, GRANTEE

EXHIBIT "B"**Legal Description of Right-of-Way Easement Area**

AN EASEMENT FOR A BUS TURNOUT OVER AND ACROSS THAT PORTION OF "NEW PARCEL 2" PER THAT CERTAIN BOUNDARY LINE ADJUSTMENT DEED RECORDED MARCH 14, 2007 UNDER SKAGIT COUNTY AUDITOR'S FILE NUMBER 200703140071 IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON PIPE MONUMENT MARKING THE CENTER OF SAID SECTION 33 FROM WHICH AN IRON PIPE MONUMENT MARKING THE CENTERLINE INTERSECTION OF LAFAYETTE ROAD AND GALBREATH ROAD BEARS NORTH 88° 16' 39" WEST, A DISTANCE OF 787.64 FEET;

THENCE SOUTH 0° 58' 39" WEST ALONG THE EAST LINE SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, 30.00 FEET TO THE INTERSECTION OF SAME WITH THE SOUTHERLY MARGIN OF LAFAYETTE ROAD;

THENCE NORTH 89°16'39" WEST ALONG SAID MARGIN A DISTANCE OF 325.54 FEET TO THE **TRUE POINT OF BEGINNING** OF THE EASEMENT DESCRIBED HEREIN,

THENCE SOUTH 01°07'31" WEST A DISTANCE OF 15.00 FEET;

THENCE NORTH 89°16'39" WEST PARALLEL WITH SAID MARGIN, A DISTANCE OF 150.00 FEET TO A POINT ON THE BOUNDARY LINE COMMON TO THE AFOREMENTIONED "NEW PARCEL 2" AND "PARCEL A" PER THAT CERTAIN RECORD OF SURVEY RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NUMBER 200801300043;

THENCE NORTH 01°07'31" EAST ALONG SAID COMMON BOUNDARY TO THE INTERSECTION OF SAME WITH THE SOUTHERLY MARGIN OF THE AFOREMENTIONED LAFAYETTE ROAD, A DISTANCE OF 15.00 FEET;

THENCE SOUTH 89°16'39" EAST ALONG SAID MARGIN A DISTANCE OF 150.00 FEET TO THE **TRUE POINT OF BEGINNING** AND THE TERMINUS OF THE EASEMENT DESCRIBED HEREIN,

SITUATE IN SKAGIT COUNTY, WASHINGTON.

CONTAINS 2,250 SQUARE FEET, MORE OR LESS.

SUBJECT TO and **TOGETHER WITH** easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.



RIGHT-OF-WAY EASEMENT
HOUSING AUTHORITY OF SKAGIT COUNTY, GRANTOR
SKAGIT COUNTY, GRANTEE

6

