

202005280115

05/28/2020 03:56 PM Pages: 1 of 9 Fees: \$111.50  
Skagit County Auditor

Recording Requested By And  
When Recorded Mail To:

Skagit County  
Skagit County Parks, Recreation, and Fair  
Attn: Mr. Brian Adams, Director  
315 South Third  
Mount Vernon, WA 98273

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

EASEMENT  
MAY 28 2020

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

**DOCUMENT TITLE:** Temporary Easement for Trail Access

**REFERENCE NUMBER OF RELATED DOCUMENT:** N/A

**GRANTOR(S):** Ferry Landing, LLC, a Washington limited liability company

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

**ASSESSOR'S PARCEL NUMBER(S):** P31346 (XrefID: 350112-0-017-0005).

**ABBREVIATED LEGAL DESCRIPTION:** An easement located on a portion of real property described as follows: (0.9500 ac) TAX 5E W1/5 OF FOL DES PROP BEG AT PT WH SHRLN INTER N & S C/L OF SEC TH N AL GSD C/L TO PT 716FT N OF N LI OF FRONT S TTH E 342FT TH S TO SHRLN TH IN SWLY DIR ALG SHRLN TO POB LESS RD, as more particularly described at Exhibit "A"; Situate in Skagit County, State of Washington.

**Temporary Easement for Trail Access**

The undersigned, **Ferry Landing, LLC**, a Washington limited liability company ("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 temporary and non-exclusive public trail easement (herein the "Temporary 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 Parcel Number: P31346, and as more particularly described by the legal description attached hereto as Exhibit "A" and incorporated herein by reference ("Grantor's Property").

In consideration of the foregoing, and of the following mutual terms, provisions, and covenants set forth herein, the parties hereby mutually agree as follows:

**1. Nature and Location of Temporary Easement.** Grantor hereby grants, dedicates, and conveys to Grantee and to the public a temporary and non-exclusive easement for the

purposes set forth herein (the "Temporary Easement") over, under, across, and through that certain portion of Grantor's Property, as legally described at Exhibit "B", and as generally depicted in Exhibit "C", attached hereto and incorporated by reference (herein the "Temporary Easement Area"), subject to the terms and conditions set forth in this Temporary Easement agreement herein. The Temporary Easement Area shall be located on the westernmost ten (10) feet of the Grantor's Property.

## 2. Purpose and Use of Temporary Easement.

(a) Grantee, its agents, employees, contractors, designees, successors, and/or assigns, including members of the public, shall have the right, without prior notice to Grantor, and at all times, to enter upon and use the Temporary Easement Area for the purpose of a public non-motorized trail; provided, however that the Grantee must obtain written approval from Grantor of the final trail design and construction prior to the Temporary Easement Area being open to the public. The design will ensure that the actual trail will be within ten (10) feet of the curb. Grantee must obtain prior written approval from Grantor of the design and plans for the trail, the construction methods employed, and any on-site construction or improvement activities as they occur, including, but not limited to, any and all non-motorized trail improvements in the Temporary Easement Area (including, but not limited to, the placement of signage, gravel, grading, bollards, and/or other similar trail improvements); provided, that nothing in this Temporary Easement agreement herein shall obligate Grantee to commence or complete any specific improvements whatsoever to the Temporary Easement Area within any particular period of time; provided further, however, that if Grantor provides Grantee with such consent, 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.

(b) Grantee shall not construct or allow any vehicular parking or parking area within the Temporary Easement Area. The Temporary Easement Area shall not be used for horse riding, hunting or camping, and unleashed dogs may not be permitted in the Temporary Easement Area. Public use and access shall be limited to the Temporary Easement Area. No motorized vehicles or equipment may be used in the Temporary Easement Area without the permission of Grantor (except for work on the trail by Grantee, or in emergency circumstances). Grantee shall be responsible for taking reasonable actions to attempt to enforce the terms of this Temporary Easement with respect to public use and access of the Temporary Easement Area, in accordance with applicable state and local laws and regulations. Grantee is not obligated to pay, provide, or expend any funds, and/or provide and/or perform any other services or other duties, unless otherwise specified by the terms of this Temporary Easement Agreement.

**3. Indemnification.** To the extent permitted by law, Grantee shall indemnify and hold Grantor and Dog Island Goods, LLC, a Washington limited liability company (as operator of the business on Grantor's Property) harmless from any and all claims, actions, damages or liability occasioned wholly or in part by any act or omission by Grantee, its agents, employees, contractors, designees, successors, and/or assigns, relating to the use, construction, maintenance, operation or repair of the public trail located within the Temporary Easement Area, except to the extent attributable to the acts or omissions of Grantor and/or, Grantor's agents, employees, contractors, and/or invitees, or Dog Island Goods, LLC, a Washington limited liability company.

**4. No Interference with Temporary Easement.** Grantor shall have reasonable use of Grantor's Property within the Temporary Easement Area, so long as such use by Grantor does not unreasonably interfere with the Grantee's use of the Easement Area and the rights herein granted.

**5. Reservation to Grantor.** Grantor shall otherwise have the right to use the Temporary Easement Area for any purpose not inconsistent with the full use and enjoyment of the Temporary Easement Area by Grantee, its successors and assigns, of the rights and privilege herein granted. Grantor retains the right to permit, allow, build, consent to be built, and/or construct permitted routes of access, including driveways, across the Temporary Easement Area within any particular period of time. In the event Grantor elects to make any such improvements, Grantor shall use reasonable efforts to complete all work as soon as reasonably practicable, and to reasonably minimize interference with Grantee's use of the Temporary Easement Area (including use by the public). The parties agree that the terms of this Temporary Easement agreement are not intended (and shall not be construed) to unreasonably interfere with Grantor's ability to develop and use the Grantor's Property for all lawful residential, commercial, and/or agricultural purposes.

**6. Governing Law; Venue.** This Temporary 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. Term:** This Temporary Easement shall become effective upon recording (as provided per Section 9, below), and shall continue for an initial term of ten (10) years, unless sooner terminated by Grantor, as provided herein. This Temporary Easement agreement may be renewed by mutual agreement of the parties, by duly executed subsequent written amendment to this Temporary Easement agreement, to be effective upon recording with the Skagit County Auditor. Upon the expiration or termination of this Temporary Easement agreement, Grantee shall reasonably restore the Temporary Easement Area on Grantor's property to a condition substantially similar as existed prior to the execution and recording of this Temporary Easement agreement, upon the written request of Grantor.

**8. Termination:** The Grantor may terminate this Temporary Easement agreement, upon providing ninety (90) days notice in writing to Grantee, either personally delivered, or mailed postage-prepaid by certified mail, return receipt requested.

**9. Recording.** Upon mutual execution, the Temporary Easement agreement shall be recorded with the Skagit County Auditor, and shall become effective immediately upon recording.

**GRANTOR:**

Ferry Landing, LLC, a Washington limited liability company.

DATED this 8 day of May, 2020.

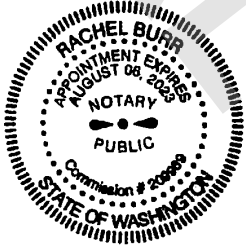
By: *Mark D. Linnemann*  
Mark D. Linnemann, Governor

STATE OF WASHINGTON )  
                                  ) ss.  
COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence that **Mark D. Linnemann**, as Governor of **Ferry Landing, LLC**, a Washington limited liability company, is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his duly authorized free and voluntary act and deed, with full knowledge of its contents, for the uses and purposes mentioned in the instrument.

DATED this 8<sup>th</sup> day of May, 2020.

(SEAL)



*Rachel Burr*  
Notary Public  
Print name: Rachel Burr  
Residing at: Anacortes, WA  
My appointment expires: 8/16/2023

GRANTEE:

DATED this 26 day of May, 2020.

BOARD OF COUNTY COMMISSIONERS  
SKAGIT COUNTY, WASHINGTON

Ron Wesen  
Ron Wesen, Chair  
Kenneth A. Dahlstedt  
Kenneth A. Dahlstedt, Commissioner  
Lisa Janicki  
Lisa Janicki, Commissioner

Attest:

Amber Epps  
Clerk of the Board

Authorization per Resolution  
R20160001:

\_\_\_\_\_  
County Administrator

Recommended:

[Signature]  
Department Head

Approved as to form:

[Signature] 5/15/20  
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

[Signature] (5-18-20)  
Risk Manager

Approved as to budget:

[Signature]  
Budget & Finance Director

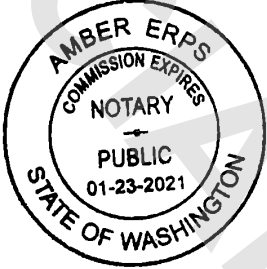
STATE OF WASHINGTON )  
  ) ss.  
COUNTY OF SKAGIT     )

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

DATED this 24 day of May, 2020.

(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**

Parcel 31346

The East 62.40 feet of the West 92.40 feet of Government Lot 2, Section 12, Township 25 North, Range 1 East, W.M., as measured at right angles to the West line of said Government Lot 2

EXCEPT the North 418.18 feet of said Government Lot 2.

AND EXCEPT Front Street as shown on the "Plat of the Town of Paxton" as per plat recorded in Volume 2 of Plats, page 72, records of Skagit County, Washington.

AND ALSO EXCEPT County road.

**EXHIBIT "B"****LEGAL DESCRIPTION OF TEMPORARY EASEMENT AREA**

A temporary, non-exclusive public non-motorized trail easement located on a portion of Grantor's Property (commonly identified as Parcel Number: P31346, and as described as follows:

A ten (10) foot wide strip of land that is comprised of the westernmost ten (10) feet of Grantor's aforementioned Property, paralleling the Skagit County Road right-of-way known as Guemes Island Road (County Road # 18410). Said Temporary Easement Area begins at the westernmost boundary of Grantor's Property, as adjacent to the Skagit County road right of way for Guemes Island Road (County Road # 18410), and extends ten (10) feet eastward. Said Temporary Easement Area extends from the southerly boundary of the Grantor's Property to the northerly boundary of the Grantor's Property.

**Situate in Skagit County, State of Washington.**

**EXHIBIT "C"**

