



202102180001

02/18/2021 08:30 AM Pages: 1 of 13 Fees: \$115.50
Skagit County Auditor

Recording Requested By And
When Recorded Mail To:

Skagit County
Skagit County Parks, Recreation, and Fair
Attn: Mr. Brian Adams, Director
1730 Continental Place
Mount Vernon, WA 98273

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

FEB 18 2021

Amount Paid \$ ✓
Skagit Co. Treasurer
By *MB* Deputy

DOCUMENT TITLE: Temporary Easement for Trail Access

SKAGIT COUNTY
Contract # C20210082
Page 1 of 13

REFERENCE NUMBER OF RELATED DOCUMENT: N/A

GRANTOR(S): Humble Family Limited Partnership, LP, a Washington limited partnership

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

ASSESSOR'S PARCEL NUMBER(S): P109164 (XrefID: 350112-4-004-0100);
P31472 (XrefID: 350112-4-002-0000); and,
P113802 (XrefID: 350112-4-002-0200).

ABBREVIATED LEGAL DESCRIPTION: An easement located on a portion of real property described as follows: (3.7900 ac) CU F&A #79 AF#8002040020 1981: THE WEST 660 FEET OF LOT 2 LESS PLATTED & TRACT & EXCEPT FOLLOWING DESCRIBED TRACT: BLOCKS 9 & 10 IN VACATED PLAT OF TOWN OF PAXTON TOGETHER WITH THOSE PORTIONS OF ADJACENT TYLER STREET, FRANKLIN STREET, GUEMES AVENUE & SEATTLE AVENUE WHICH, UPON VACATION, ATTACHED THERETO BY OPERATION OF LAW ALSO EXCEPT LOTS A & B OF SHORT PLAT#60-72; and (5.8000 ac) CU F&A #79 AF#8002040020 1981: THAT PORTION OF BLOCK 11 AND THE STREETS ATTACHED TO THE PLAT OF TOWN OF PAXTON LYING NORTH OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE NW CORNER OF BLOCK 12 OF SAID PLAT: THENCE SOUTH 00-36-45 WEST ALONG THE WEST LINE THEREOF, 100 FEET TO THE POINT OF BEGINNING OF THIS LINE DESCRIPTION; THENCE SOUTH 89-23-27 EAST, 597.64 TO A POINT ON THE EAST LINE OF SAID BLOCK 11 OF SAID PLAT WHICH IS 100 FEET SOUTH OF THE NE CORNER THEREOF; THENCE CONTINUING SOUTH 89-23-27 EAST, 25 FEET TO THE EAST LINE OF SEATTLE AVENUE AS SHOWN ON SAID PLAT AND TERMINAL POINT OF THIS DESCRIPTION; and (5.7800 ac) CU F&A #79 AF#8002040020 1981: BLOCKS 15,16,17 AND 18 OF THE PLAT OF TOWN OF PAXTON TOGETHER WITH THOSE PORTIONS OF ADJACENT VICTORIA STREET, YORK STREET, UNION STREET, GUEMES AVENUE, AND SEATTLE AVENUE ATTACHED EXCEPT THE WEST 208 FEET OF THE SOUTH 446.25 FEET OF THE NORTH 647.25 FEET OF THE W1/2 OF THE NW1/4 SE1/4 AND EXCEPT COUNTY ROAD, as more particularly described at Exhibit "A"; Situate on Guemes Island in Skagit County, State of Washington.

TEMPORARY TRAIL EASEMENT

The undersigned, **Humble Family Limited Partnership, LP**, a Washington limited partnership ("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 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 Numbers P109164, P31472, and P113802, 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. The Temporary Easement Area shall be marked by Grantee by the placement of stakes and/or markers at all four corners of the Temporary Easement Area as located on Grantor's Property. All of Grantor's property markers in the vicinity of the trail will be left in place.

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 constructed and opened to the public. The trail design will ensure that the actual public non-motorized trail surface shall be entirely located only within Temporary Easement Area. 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 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 harmless from any and all claims, actions, damages or liability occasioned wholly or in part by any act or omission by Grantee, its agents, invitees, 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, Grantor's agents, employees, contractors, designees, successors, assigns, and/or invitees.

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 Temporary 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 Temporary 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 of 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:

Humble Family Limited Partnership, LP, a Washington limited partnership.

DATED this 5TH day of FEBRUARY, 2021.By: Clive Humble
Clive Humble, GovernorDATED this 5TH day of February, 2021.By: Diane Humble
Diane Humble, Governor

STATE OF WASHINGTON

ss.

COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that Clive Humble and Diane Humble, as Governors of the Humble Family Limited Partnership, LP, a Washington limited partnership, are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their 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 5th day of FEB., 2021.

Notary Public

Print name: KARI P. MAYOResiding at: STANWOOD WAMy appointment expires: 5-11-2023

GRANTEE:

DATED this 16 day of February, 2021.BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTONLisa Janicki
Lisa Janicki, ChairPeter Browning
Peter Browning, CommissionerRon Wesen
Ron Wesen, Commissioner

Attest:

Linda Hamme
Clerk of the Board

Authorization per Resolution R20160001

Recommended:

[Signature]
Department HeadCounty Administrator

Approved as to form:

[Signature] 2/10/21
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

[Signature]
Risk Manager

Approved as to budget:

Trisha Lagne
Budget & Finance Director

STATE OF WASHINGTON

ss.

COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that Lisa Janicki, Peter Browning, and/or Ron Wesen, 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 16 day of February, 2021.

(SEAL)

Linda Hammons

Notary Public

Print name: Linda HammonsResiding at: Skagit County, WAMy appointment expires: 11-29-2023

EXHIBIT "A"

LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

Parcel P109164, Parcel P31472, Parcel P113802

THE FOLLOWING LOTS, CERTIFIED BY SKAGIT COUNTY MARCH 6, 1996, AND AMENDED AUGUST 12, 1996, IN THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 35 NORTH, RANGE 1 EAST, W.M., PER QUIT CLAIM DEED FILED UNDER AUTITOR'S FILE NO. 9709040053

P109164

PARCEL 1

BLOCKS 2, 3, 4, 5, 6, 7, AND 8 OF THE PLAT OF "TOWN OF PAXTON" RECORDED IN VOLUME 2 OF PLATS AT PAGE 30 RECORDS OF SKAGIT COUNTY, WASHINGTON: TOGETHER WITH THOSE PORTIONS OF ADJACENT FRONT STREET, RACE STREET, VINE STREET, TYLER STREET, GUEMES AVENUE, AND SEATTLE AVENUE ATTACHED THERETO BY OPERATION OF LAW: EXCEPT THAT PORTION OF WEST 217.20 FEET OF GOVERNMENT LOT 2 WHICH LIES SOUTH OF THE NORTH 418.18 FEET THEREOF; AND EXCEPT THAT PORTION WITHIN TRACT "A" AND TRACT "B" OF SHORT PLAT NUMBER 60-72, APPROVED SEPTEMBER 13, 1972; AND EXCEPT COUNTY ROAD.

SITUATED IN SKAGIT COUNTY, WASHINGTON.

P31472

PARCEL 3

BLOCK 13 AND BLOCK 14 AND THE STREETS ATTACHED THERETO BY THE OPERATION OF LAW, OF THE PLAT OF "TOWN OF PAXTON", RECORDED IN VOLUME 2 OF PLATS, AT PAGE 30, RECORDS OF SKAGIT COUNTY, TOGETHER WITH THAT PORTION OF BLOCKS 11 AND 12 OF SAID PLAT AND THE STREETS ATTACHED THERETO BY OPERATION OF LAW LYING NORTH OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE NORTHWEST CORNER OF BLOCK 12 OF SAID PLAT; THENCE SOUTH 00°36'45" WEST ALONG THE WEST LINE THEREOF, A DISTANCE OF 100 FEET, TO THE POINT OF BEGINNING OF THIS LINE DESCRIPTION; THENCE SOUTH 89°23'27" EAST; A DISTANCE OF 597.64 FEET TO A POINT ON THE EAST LINE OF BLOCK 11 OF THE PLAT OF "TOWN OF PAXTON", WHICH IS 100 FEET SOUTH OF THE NORTHEAST CORNER THEREOF; THENCE CONTINUING 89°23'27" EAST, A DISTANCE OF 25.00 FEET TO THE EAST LINE OF SEATTLE AVENUE, AS SHOWN ON SAID PLAT, AND THE TERMINAL POINT OF THIS DESCRIPTION; EXCEPT COUNTY ROAD ALONG THE WEST SIDE OF SAID BLOCK 12.

SITUATED IN SKAGIT COUNTY, STATE OF WASHINGTON.

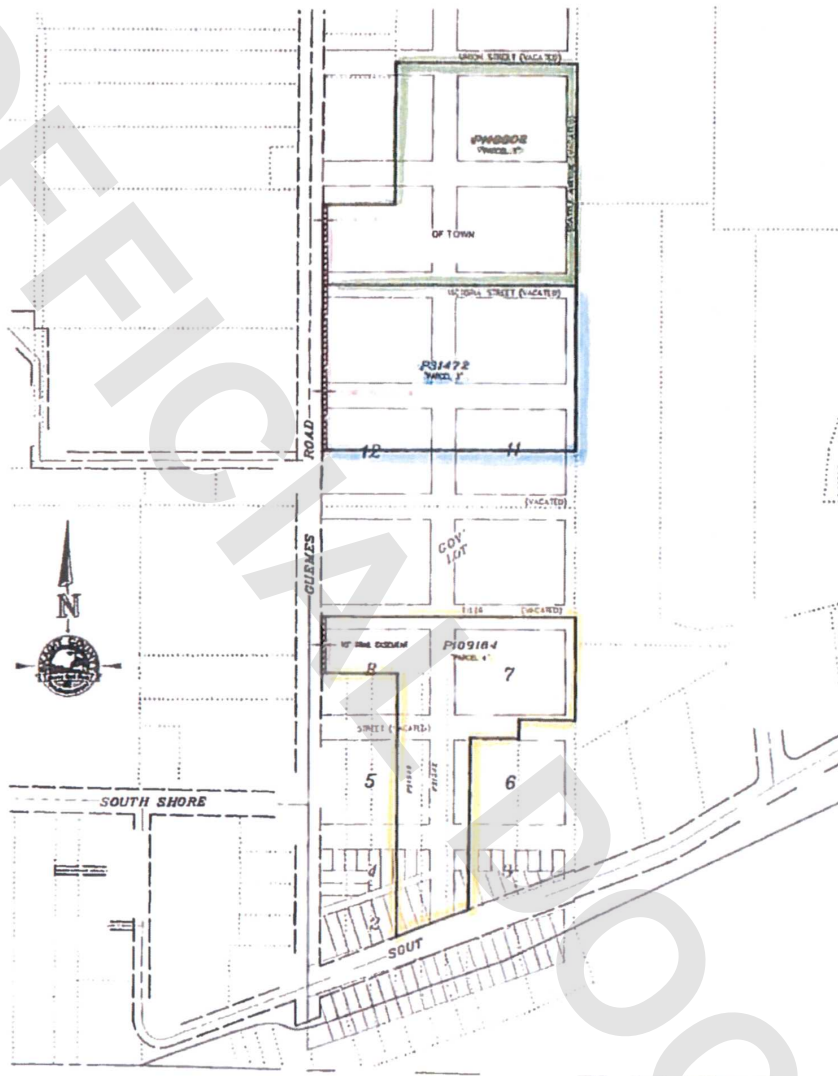
P113802

PARCEL 4:

BLOCKS 15, 16, 17, AND 18 OF THE PLAT OF "TOWN OF PAXTON" RECORDED IN VOLUME 2 OF PLATS AT PAGE 30 RECORDS OF SKAGIT COUNTY, WASHINGTON; TOGETHER WITH THOSE PORTIONS OF ADJACENT VICTORIA STREET, YORK STREET, UNION STREET, GUEMES AVENUE, AND SEATTLE AVENUE ATTACHED THERETO BY OPERATION OF LAW; EXCEPT THE WEST 208 FEET OF THE SOUTH 446.25 FEET OF THE NORTH 647.25 FEET OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 35 NORTH, RANGE 1 EAST, W.M.; AND EXCEPT COUNTY ROAD.

SITUATED IN SKAGIT COUNTY, WASHINGTON.

CONTAINING 5.78 ACRES.



Note: Parcel P109164 does not include P31342 and P31343 as the illustration might suggest.

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 Numbers: P109164, P31472, and P113802, 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 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 eastward ten (10) feet. Said temporary Easement Area extends from the southerly boundary of each Grantor's Property to the northerly boundary of each parcel of Grantor's Property.

Situate in Skagit County, State of Washington.

EXHIBIT "C"

DEPICTION OF EASEMENT AREA



Above: Parcel P109164 aerial view, with approximate easement area location in yellow. North is to the top.



Parcels P31472 and P113802 aerial view, with approximate easement area locations in yellow. North is to the top.