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04/07/2026 03:51 PM Pages: 1 of 9 Fees: \$311.50
Skagit County Auditor

After recording, return to:

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

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY *Dena Thompson*
DATE *4.7.26*

DOCUMENT TITLE: RIGHT-OF-WAY EASEMENT
GRANTOR(S): Alverson Farm Tracts, LLC, a Washington limited liability company.
GRANTEE(S): Skagit County, a political subdivision of the State of Washington.

ASSESSOR'S TAX / PARCEL NUMBER(S): P61801 (XrefID: 3857-000-008-0000)

ABBREVIATED LEGAL:
(7.4600 ac) (CONSERVATION EASEMENT AF#201401070066 SK CO CONTRACT #C20130497)
CU F&A #452 AF#770204 1973: DK 9: DR 22: ALVERSON'S FARM TRS TR H
(Complete LEGAL DESCRIPTION provided at Exhibit "A")

RIGHT-OF-WAY EASEMENT

This Right-of-Way Easement (the "Easement Agreement"), is made by and between, **Skagit County**, a political subdivision of the State of Washington ("Grantee") and **Alverson Farm Tracts LLC**, a Washington limited liability company ("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 permanent, perpetual right-of-way easement for the purposes set forth herein (the "Easement") over, 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, 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 construct, reconstruct, inspect, operate, maintain, repair, replace, and utilize the

SKAGIT COUNTY
Contract # C20260125
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Easement Area for any and all public road and right-of-way purposes. 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.** Grantor 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. Grantor shall otherwise have reasonable use of Grantor's Property within the Easement Area, so long as such use by Grantor 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 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.

Grantor:

Alverson Farm Tracts, LLC, a Washington limited liability company.



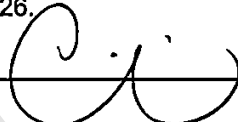
By: Serena Campbell,
Governing Person and Registered Agent

DATED this 19TH day of MARCH, 2026.

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that Serena Campbell, as both a Governing Person and the Registered Agent of Alverson Farm Tracts, LLC, a Washington limited liability company, appeared before me, and said person acknowledged that she signed this instrument, and on oath stated that she was duly authorized to execute the forgoing instrument as her free and voluntary act for the uses and purposes herein mentioned.

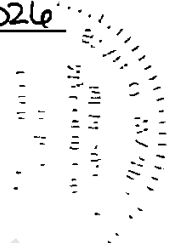
DATED this 19 day of MARCH, 2026.

Notary Public 

Print name: CHRISTINA ROSE RUBENSTEIN

Residing at: ANACORTES, WA

My appointment expires: 07/14/2026



David B Hedlin

By: David Hedlin,
Governing Person and Registered Agent

DATED this 19 day of MARCH, 2026.

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that Serena Campbell, as both a Governing Person and the Registered Agent of Alverson Farm Tracts, LLC, a Washington limited liability company, appeared before me, and said person acknowledged that she signed this instrument, and on oath stated that she was duly authorized to execute the forgoing instrument as her free and voluntary act for the uses and purposes herein mentioned.

DATED this 19 day of MARCH, 2026.

[Signature]
Notary Public

Print name: CHRISTINA ROSE RUBENSTEIN

Residing at: ANACORTES, WA

My appointment expires: 07/14/2026



UNOFFICIAL DOCUMENT

Grantee:

DATED this 1 day of April, 2026.

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

Ron Wesen, Chair

Peter Browning, Commissioner

Joe Burns, Commissioner

Attest:

Clerk of the Board

Authorization per Resolution # R20160001

Susha Dogne
County Administrator

Recommended:

Michael See
Department Head

Approved as to form:

[Signature] 3/31/26
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Marylauber
Risk Manager

Approved as to budget:

Susha Dogne
Budget & Finance Director

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

Trisha Logue

I certify that I know or have satisfactory evidence that ~~Peter Browning, Ron Wesen, and/or Joe Burns~~ is/are the person(s) who appeared before me, and said person(s) acknowledged that he/they signed this instrument, on oath stated that he/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.

Administrator

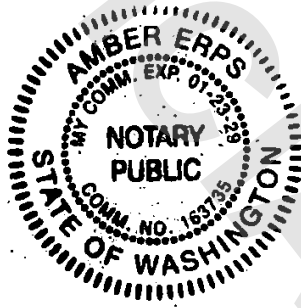
DATED this 1 day of April, 2026.

Amber Erps
Notary Public

Print name: Amber Erps

Residing at: Mount Vernon

My appointment expires: 01-23-2029



UNRECORDED ORIGINAL DOCUMENT

EXHIBIT "A"
LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

Alverson Farm Tracts, LLC
Skagit County Assessor Tax Parcel No.: P61801
Per Statutory Warranty Deed AF#202304210082

Tracts B, E, F, G, H, R, S and T, "Alverson's Farm Tracts, Skagit Co., Wash., 1912," as per plat recorded in Volume 4 of Plats, page 11, records of Skagit County, Washington, Excepting those portions lying in the right of way of Diking District No. 9.

Situate in the County of Skagit, State of Washington.

EXHIBIT "B"
LEGAL DESCRIPTION FOR RIGHT-OF-WAY EASEMENT AREA

A permanent and perpetual right-of-way easement, lying over, under, across, and through a portion of Section 31, Township 34 North, Range 3 East, W.M., easement area described more particularly as follows:

COMMENCING at the monumented South Quarter Corner common to Sections 6 and 31, Townships 33 and 34 North, Range 3 East, Willamette Meridian, shown on record of survey filed under Auditor's File No. 200604100140, records of Skagit County, Washington, said corner bears South 01°03'29" East a distance of 2,659.30 feet from the theoretical position of the Center Quarter Corner of said Section 31, as shown on said record of survey; Thence northerly along said center Section Line North 01°03'29" West a distance of 16.00 feet; Thence South 88°57'31" West a distance of 15.00 feet to the intersection of the northerly right-of-way margin of Valley Road #41400 and the westerly right-of-way margin of Alverson Road #42610 and the **POINT OF BEGINNING**;

Thence continuing westerly along said Valley Road right-of-way margin South 88°57'31" West a distance of 25.00 feet; Thence northerly parallel with said Alverson Road right-of-way margin North 01°03'29" West a distance of 60.00 feet; Thence easterly parallel with said Valley Road right-of-way margin North 88°57'31" East a distance of 25.00 feet, more or less, to said Alverson Road right-of-way margin; Thence southerly along said Alverson Road right-of-way margin South 01°03'29" East a distance of 60.00 feet to said road right-of-way margin intersection and the **POINT OF BEGINNING**.

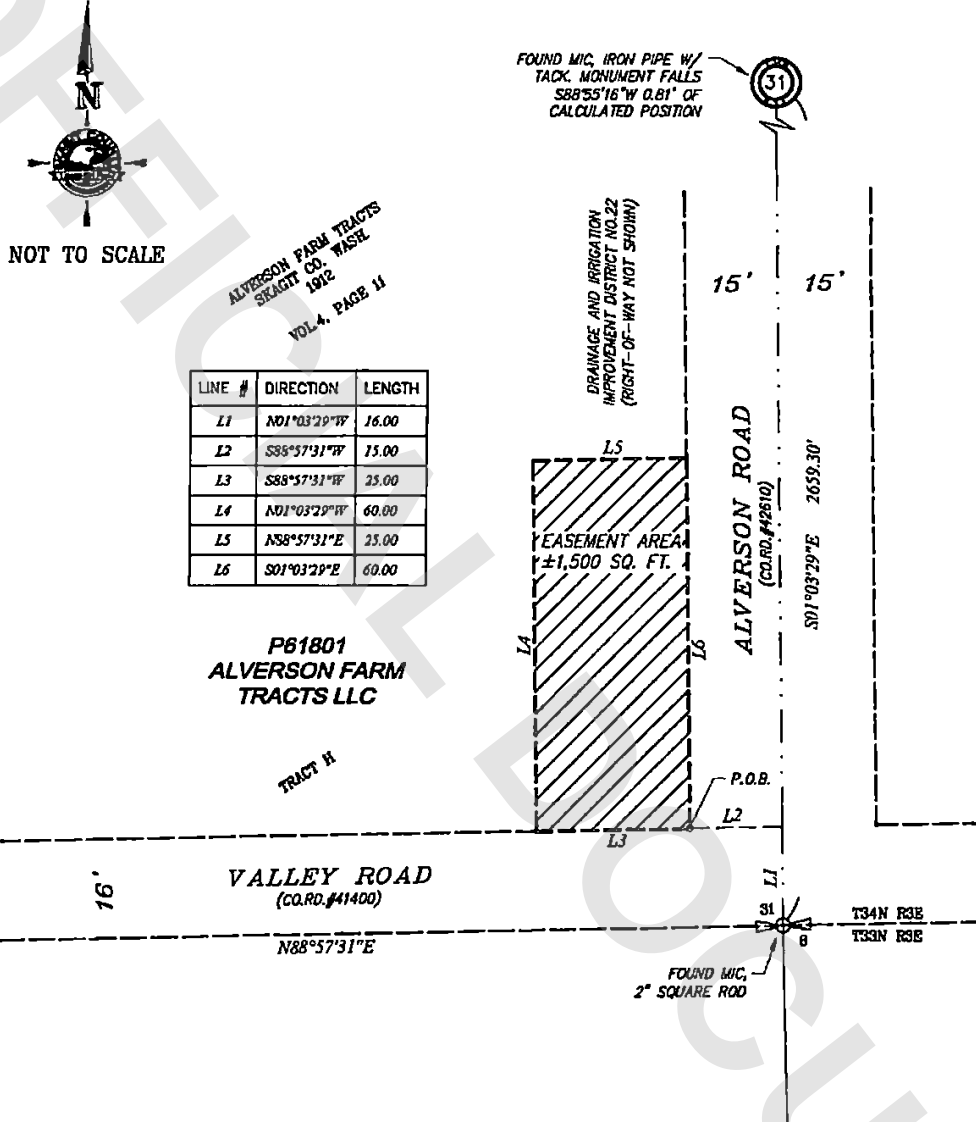
Easement containing 1,500 square feet, more or less.

Subject to all covenants, conditions, restrictions, reservations, agreements, easements, provisions, and assessments of record, if any.

Situate in the County of Skagit, State of Washington.

EXHIBIT "C"
GRAPHIC DEPICTION OF RIGHT-OF-WAY EASEMENT AREA

SITUATE IN A PORTION OF THE SW 1/4 OF SECTION 31,
 TOWNSHIP 34 NORTH, RANGE 3 EAST, W.M., SKAGIT COUNTY, WASHINGTON



LINE #	DIRECTION	LENGTH
L1	N01°03'29"W	16.00
L2	S88°57'31"W	15.00
L3	S88°57'31"W	25.00
L4	N01°03'29"W	60.00
L5	N88°57'31"E	25.00
L6	S01°03'29"E	60.00

P61801
ALVERSON FARM
TRACTS LLC

TRACT II

VALLEY ROAD
 (CO. RD. #41400)

N88°57'31"E

ALVERSON ROAD
 (CO. RD. #2610)

S01°03'29"E 2655.30'

P.O.B.

L1

T34N R3E
 T33N R3E

FOUND MIC,
 2" SQUARE ROD

RIGHT-OF-WAY EASEMENT
P61801 - ALVERSON FARM TRACT LLC
NO SITE ADDRESS



SKAGIT COUNTY
PUBLIC WORKS
 1800 CONTINENTAL PLACE
 MOUNT VERNON, WA 98273-5625
 (360) 416-1400