

Recording Requested By And  
When Recorded Mail To:

Skagit County  
Public Works Department  
Attn: Jennifer Swanson  
1800 Continental Place  
Mount Vernon, Washington 98273



200808220055

Skagit County Auditor

8/22/2008 Page 1 of 6 10:47AM

DOCUMENT TITLE: **EASEMENT.**

REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*

GRANTOR(S): **Jack E. Hill**, a single person.

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

ABBREVIATED LEGAL DESCRIPTION: A 5.5 foot wide pedestrian easement located within a portion of ANACORTES LOTS 19 & 20 BLK 139 & TH PTN OF R/W DA FBAT NW COR LOT 19 TH NLY ALG THE W LN OF LOT 19 BLK 139 EXT NLY TO SW COR OF LOT 2 BLK 139 TH ELY ALG SLY LN OF LOTS 1 & 2 TO SE COR OF LOT 1 TH CONT ELY ALG SLY LN OF SD LOTS 1 & 2 EXT ELY TO THE PROJECTED CTR OF VAC "J" AVE TH SLY ALG THE PROJECTED C/L OF VAC "J" AVE TO SLY LN OF GN RR R/W TH WLY ALG SLY LN OF SD R/W TO NW COR OF LOT 19 TPB & W 40FT OF VAC J ST

ASSESSOR'S TAX / PARCEL NUMBER(S): P55888 (XrefID: 3772-139-020-0002).

### EASEMENT

The undersigned, **Jack E. Hill**, a single person ("Grantor"), for and in consideration of \$ 15,000.00, (Fifteen Thousand Dollars) and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, hereby grants, conveys, and dedicates to **Skagit County**, a political subdivision of the State of Washington ("Grantee"), and its successors and assigns, a perpetual, non-exclusive Easement for a 5.5 foot wide public pedestrian pathway and appurtenances thereto ("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." The terms of this Easement are further provided as follows:

**1. Nature and Location of Easement.** The Easement hereby granted, dedicated, and conveyed by Grantor herein shall be a permanent perpetual easement for the benefit of Grantee and members of the general public over, upon, across, through, and under a 5.5 foot wide strip of land located within and upon Grantor's Property, such Easement as legally described on Exhibit "A" and as further described and depicted on Exhibit "B", attached hereto and incorporated herein by this reference, for the purpose of providing a public pedestrian pathway

(and any related appurtenances thereto), including the right of ingress and egress with all necessary equipment for construction of the public pedestrian pathway, and for any and all other purposes reasonably related thereto. A legal description for the Grantor's Property is attached hereto as Exhibit "C", and is hereby incorporated by reference.

**2. Construction of Pedestrian Path; Use of Easement.** The Grantee, and members of the general public, shall have the right, without notice, and at all times, to enter upon the Grantor's Property within the Easement (as described and depicted in Exhibit "A" and "B") for purposes of using the Easement for a public pedestrian pathway. The Grantee shall also have the right, without notice, and at all times, to enter upon the Grantor's Property within the Easement (as described and depicted in Exhibit "A" and "B"), to construct, operate, maintain, inspect, repair, and replace a pedestrian pathway within the Easement, and for any and all other purposes reasonably related thereto. Grantor shall not have the right to exclude Grantee, or other third parties (including the general public) from the Easement, without the revocable written consent of the Grantee. Grantor shall not place, construct, or cause to be placed or constructed or maintained any building, structure, obstruction, and/or improvements within or upon the Easement (including, without limitation, fences, gates, foundations, rockeries, trees, bushes or other shrubbery).

**3. Obligations Run With the Land.** The Easement and the covenants, terms, and conditions contained herein are perpetual in duration, and shall run with the Grantor's Property and shall be binding upon Grantee and Grantor and their respective successors, heirs and assigns. Grantor warrants that Grantor has good title to Grantor's Property and warrants the Grantee title to and quiet enjoyment of the Easement. The covenants and agreements of this Easement shall be binding upon the successors and assigns of any or all parties hereto.

**4. Governing Law; Venue.** This Easement 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 shall be in Skagit County, State of Washington.

**5. Severability.** Should any term or provision of this Easement set forth herein be found to be void or unenforceable by a court of competent jurisdiction, all other terms and provisions of this Easement shall remain enforceable, binding, and in full force and effect.

**6. Neutral Authorship.** Each of the provisions of this Easement have been reviewed and negotiated, and represents the combined work product of both parties hereto. The parties have entered into this Easement without duress or undue influence. No presumption or other rules of construction which would interpret the provisions of this Easement 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. Skagit County does not represent Grantor, and Grantor represents that he has had a full and fair opportunity to seek legal advice with respect to the terms of this Easement and has either done so, or has voluntarily chosen not to do so. The parties represent and warrant that they have fully read this Easement, that they understand its meaning and effect, and that they enter into this Easement with full knowledge of its terms.

**7. Entire Agreement.** This Easement 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 parol or written evidence of prior agreements and negotiations, except upon the subsequent



written agreement of the parties. Waiver or breach of any term or condition of this Easement shall not be considered a waiver of any prior or subsequent breach.

**8. Recording.** Upon its execution, the Easement shall be recorded with the Skagit County Auditor, and shall become effective immediately upon recording.

DATED this 5<sup>th</sup> day of August, 2008.

**GRANTOR:**

Jack E. Hill  
Jack E. Hill

2714  
SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

AUG 22 2008

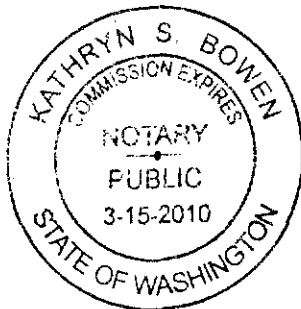
Amount Paid \$ 272.00  
Skagit Co. Treasurer  
By ner Deputy

STATE OF WASHINGTON }  
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that Jack E. Hill, individually thereof, 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 executed the forgoing instrument as his/her/their free and voluntary act for the uses and purposes herein mentioned.

DATED this 5<sup>th</sup> day of August, 2008.

(SEAL)



Kathryn S. Bowen  
Notary Public  
print name: Kathryn S. Bowen  
Residing at Mount Vernon WA  
My commission expires 3-15-2015



EXHIBIT "A"

EASEMENT LEGAL DESCRIPTION

**LEGAL DESCRIPTION: EASEMENT FOR A PATHWAY LOCATED IN GOVERNMENT LOT 3, SECTION 13, T35N; R01E, W.M.**

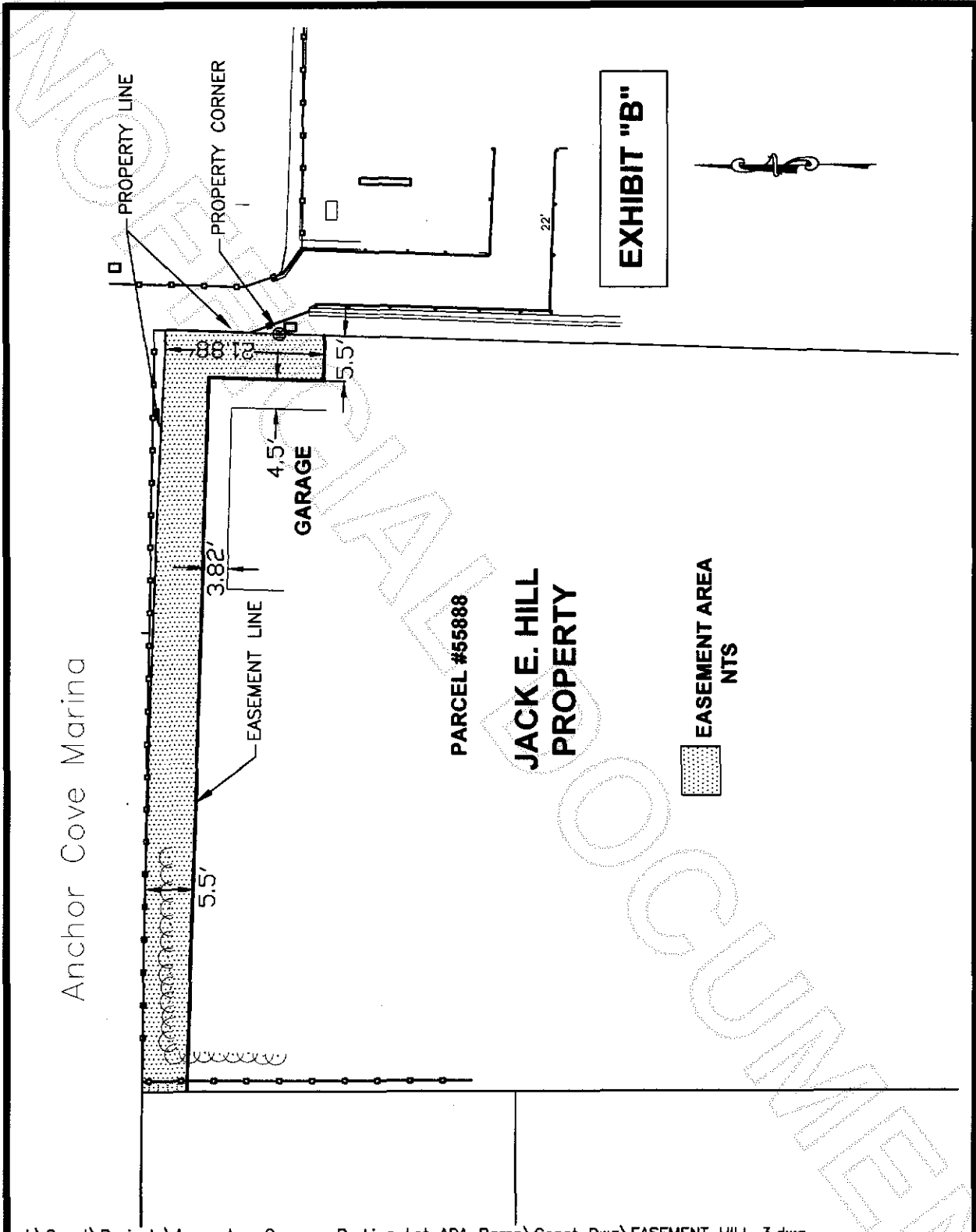
**An easement for pedestrian pathway purposes, 5.5 feet wide described as follows;**

The North 5.5 feet, together with the East 5.5 feet of the North 21.88 feet of the property described in Exhibit "C", titled "Legal Description of Grantor's Property".

Together with and subject to easements, reservations, covenants and restrictions of record.

Situate in the City of Anacortes, County of Skagit, State of Washington.





J:\Const\Projects\Anacortes-Guemes Parking Lot ADA Ramp\Const Dwg\EASEMENT HILL 3.dwg

**SKAGIT COUNTY**

**PUBLIC WORKS**  
MOUNT VERNON, WASHINGTON

PLOTTED: 7/21/2008 9:07 AM  
LAST EDIT: 7/21/2008 9:07 AM

**EXHIBIT "B"**  
**GRAPHIC DEPICTION OF EASEMENT AREA**

PAGE 1 OF 1



EXHIBIT "C"

LEGAL DESCRIPTION OF GRANTOR'S PROPERTY  
(Skagit County Assessor Tax Parcel No.: P55888)

**House Legal Description – Recorded # 8105050023**

Lots Nineteen (19) and Twenty (20) in Block One Hundred Thirty-nine (139), MAP OF THE CITY OF ANACORTES SKAGIT COUNTY WASHINGTON, as per plat recorded in Volume 2 of Plats, page 4, records of Skagit County; together with that portion of that certain strip of land in Section Thirteen (13), Township Thirty-five (35) North, Range One (1) designated on said plat as "reserved a right -of-way for the Seattle and Northern Railway" abutting on said lots 19 and 20 and lying between the Northerly extension of the East line of Lot 20 and the Northerly extension of the West line of Lot 19 and lying South of a line which is parallel to and 10 feet Southerly, measured at right angles, from the center line of the most southerly track of the Great Northern Railway Company, as located and existing upon said strip of land on October 30, 1940;

TOGETHER WITH:

**RR Legal Description – Recorded # 8810110036**

That portion of Section 13, Township 35 North, Range 1 East, W.M. delineated as right -of-way for the Great Northern Railway on the "MAP OF THE CITY OF ANACORTES, SKAGIT COUNTY, WASHINGTON", as per plat recorded in Volume 2 Plats, page 4, records of Skagit County, Washington, described as follows:

Beginning at the Northwest corner of that certain tract conveyed to Jack E. Hill et ux by instrument recorded May 5, 1981, under Auditor's File No. 8105050023, records of Skagit County, Washington; thence Northerly along the West line of Lot 19, Block 139, of the aforementioned plat, extended Northerly to the Southwest corner of Lot 2, Block 139 of said plat;  
thence Easterly along the Southerly line of Lots 1 and 2 of said Block 139 to the Southeast corner of Lot 1;  
thence continue Easterly along the Southerly line of said Lots 1 and 2 extended Easterly to the projected center of vacated "J" Avenue;  
thence Southerly along the projected centerline of vacated "J" Avenue to the Southerly line of the Great Northern Railway right-of-way as delineated on the face of said plat;  
thence Westerly along the Southerly line of said right-of-way to the Northeast corner of Lot 20, Block 139, of said plat;  
thence Northerly along the Easterly line of said Lot 20 extended (said line being the Easterly line of the aforementioned Hill tract) to the Northeast corner of said Hill tract;  
thence Westerly along the Northerly line of the aforementioned Hill tract to the point of beginning.

Situate in the City of Anacortes, County of Skagit, State of Washington

