

201407140101  
Skagit County Auditor  
7/14/2014 Page 1 of 6 \$77.00  
6 3:24PM

After recording, return to:

Town of La Conner  
PO Box 400  
La Conner, WA 98257

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

JUL 14 2014

Amount Paid \$ —  
Skagit Co. Treasurer  
By *ttb* Deputy

Document Title: Consent to Grant of Easement

Reference number of documents assigned or released:  
DNR Lease: No. 22-002691  
DNR Aquatic Lands Easement: No. 51-087205

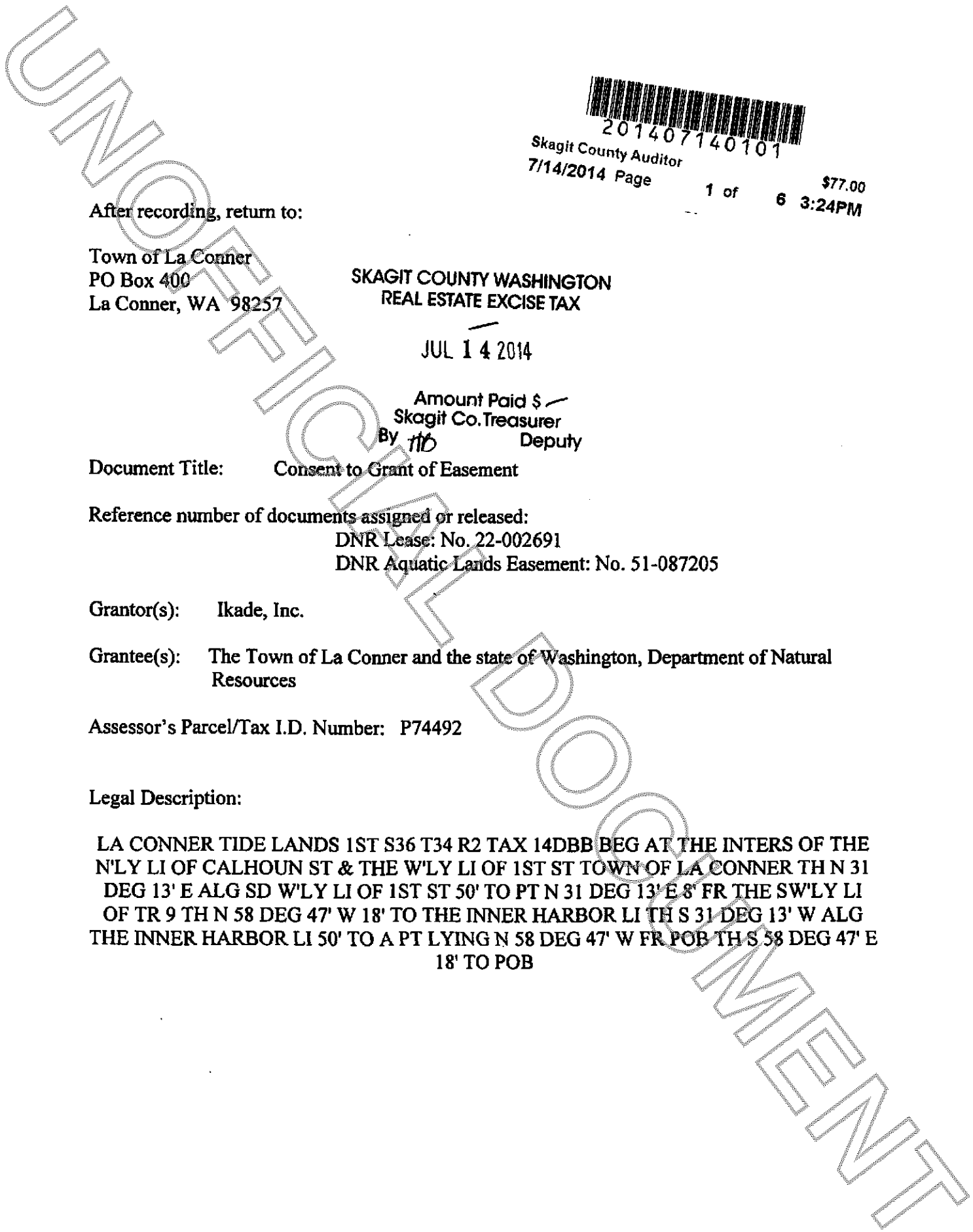
Grantor(s): Ikade, Inc.

Grantee(s): The Town of La Conner and the state of Washington, Department of Natural Resources

Assessor's Parcel/Tax I.D. Number: P74492

Legal Description:

LA CONNER TIDE LANDS 1ST S36 T34 R2 TAX 14DBB BEG AT THE INTERS OF THE N'LY LI OF CALHOUN ST & THE W'LY LI OF 1ST ST TOWN OF LA CONNER TH N 31 DEG 13' E ALG SD W'LY LI OF 1ST ST 50' TO PT N 31 DEG 13' E & FR THE SW'LY LI OF TR 9 TH N 58 DEG 47' W 18' TO THE INNER HARBOR LI TH S 31 DEG 13' W ALG THE INNER HARBOR LI 50' TO A PT LYING N 58 DEG 47' W FR POB TH S 58 DEG 47' E 18' TO POB



## CONSENT TO GRANT OF EASEMENT

This Consent to Grant of Easement (this "Consent") is made this 17<sup>th</sup> day of April, 2014.

### I. RECITALS

**WHEREAS**, the Washington Department of Natural Resources ("Lessor") and Ikade Inc ("Lessee"), a Washington State corporation, are parties to DNR leases No. 22-002691 dated January 2, 1990 and as amended (the "Lease") concerning the real property legally shown and depicted in Exhibit A, hereto (the "Property"); and

**WHEREAS**, Lessor has granted to the Town of La Conner ("Grantee") an easement for construction, repair, maintenance and use of a public access boardwalk over, on and across a portion of the Property legally described and depicted in Exhibit A, hereto (the "Easement Area") for the purposes and subject to the conditions therein stated; and

**WHEREAS**, the Lessee recognizes the benefit to the public and itself to be derived from the Easement; and

**WHEREAS**, parties acknowledge that the parties' promises, obligations and rights set forth in this Consent constitute adequate and significant mutual consideration;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

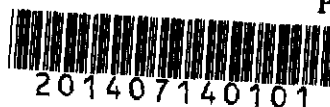
### II. CONSENT

Lessee hereby consents to the Easement, for the purposes and subject to the terms therein stated, over, on and across the Easement Area subject to the following terms and conditions:

1. Grantee shall construct all improvements within the Easement Area solely at its own cost and expense and in compliance with applicable federal, state and local laws and regulations. The improvements shall include a new dock with gated access from the Calhoun Street public dock; gate access to the rear deck from the boardwalk; new hand-railing to replace the gap from ramp removal; and deck surface replacement with like-kind materials to existing deck. [Note: Lessee will be responsible for sub-structure repairs of deck area.] The Grantee agrees to grant an easement to the Lessee for access, egress and utilities through the Calhoun Street-end Park and the Town's DNR lease area.
2. Grantee shall, prior to obtaining a building permit for the improvements provide to Lessee plans accurately depicting said improvements. Lessee shall reasonably approve or disapprove said plans within seven (7) days of such submission. In the event Lessee does not so respond, the plans will be deemed approved.

CONSENT TO EASEMENT  
IKADE INC, LESSEE  
TOWN OF La CONNER, GRANTEE

Page 2 of 5



Skagit County Auditor

7/14/2014 Page

2 of

\$77.00

6 3:24PM

- UNNOTIFIED DOCUMENT
3. Grantee shall notify Lessee at least seven (7) days prior to commencement of construction of the improvements. All improvements shall be constructed and maintained so as to cause minimal disruption of Lessee's quiet enjoyment of the Property. Grantee shall cause all improvements to be promptly constructed in a workman like manner. Grantee shall indemnify and hold harmless Lessee from any claim of lien based on Grantee's construction, repair or maintenance of the improvements within the Easement Area.
  4. All improvements, while intended for the safe convenient passage of the public, shall be designed and constructed to protect the safety and security of Lessee, Lessee's property and Lessee's invitees.
  5. Grantee shall indemnify and hold harmless Lessee from any personal injury to members of the public based on claims related to the use of the Easement Area and not caused by the intentional act or the negligence of the Lessee. Grantee shall further indemnify and hold harmless Lessee from any damage to its property caused by the Grantee, Grantee's contractors or a member of the public; provided, that any claim against such contractor or member of the public is assigned by Lessee to Grantee.
  6. Grantee shall undertake as needed repairs and maintenance to the Easement Area at its sole cost. Should Lessee become aware of damage to the improvements or the presence of any dangerous condition in the Easement Area, Lessee shall immediately attempt to so inform Grantee by telephone at the telephone set forth in paragraph 9 below.
  7. Lessee shall neither impede nor interfere with the public's lawful use of the Easement Area in compliance with the terms and conditions of the Easement.
  8. Lessee, shall, upon termination or assignment of the Lease: (1) provide to the Grantee the name, address and telephone of the successor lessee, if any; and (2) provide a copy of this Consent to any successor.
  9. Notices as called for herein, including notice of change of address, shall be given by hand delivery or U.S. Mail and shall be deemed received on the date of delivery or three days after deposit, postage prepaid, in the U.S. Mail to the parties at the following addresses:

To Lessee:

Name: Ikade, Inc.  
C/o Scott Freeman  
Address: 15527 101st Place NE  
Bothell, Washington 98011  
Telephone: (206) 522-1268



To Grantee:

Town of La Conner  
P.O. Box 400  
204 Douglas Street  
La Conner, WA 98257  
Attention: Town Administrator  
Telephone 360-466-3125

- 10. This Consent shall be construed according to the laws of the state of Washington. Venue for any action based on this Consent shall be commenced in Skagit County Superior Court and the prevailing party shall receive an award of its reasonable attorney fees and costs, including appeals.
- 11. Except as set forth in paragraph 5 above, Lessee waives any and all claims for a "taking" and/or compensation for condemnation or inverse condemnation, loss of business opportunity, loss of income or loss of value of its property or loss of value to its leasehold interest in the Lease.

**LESSEE**

IKADE, INC.  
C/o Scott Freeman

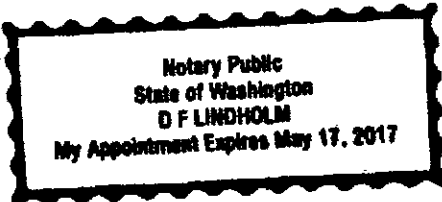
By [Signature]  
Its Corporate Agent

Date 4/17/2014

STATE OF WASHINGTON )  
                                  ) ss.  
                                  ) KING  
COUNTY OF SKAGIT )

On this 17th day of April 2014 before me, the undersigned, a Notary Public in and for the state of Washington, duly commissioned and sworn, personally appeared Scott Freeman to me known to be the corporate agent and leaseholder, that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument,

Given under my hand and official seal this 17th day of April 2014.



[Signature]  
Notary Public in and for the state of Washington, residing at BREMERTON  
My commission expires: \_\_\_\_\_  
Printed Name: 05/17/2017

CONSENT TO EASEMENT  
IKADE INC, LESSEE  
TOWN OF La CONNER, GRANTEE







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\$77.00

7/14/2014 Page

6 of

6 3:24PM

SWINOMISH CHANNEL

72'L x 8'W Aluminum Float w/Private Entry Gate at midpoint

'03 OUTER HARBOR LINE

Remove creosote piles

Boardwalk easement

Proposed boardwalk

Place steel piles

Provide gated access

38'L Ramp Inset into exist deck.

RAMP DOWN

R DOWN

BUILDING

Exist. floats and ramps to be removed.

New railing to match ex.

Replace existing decking in kind; Owner responsible for substructure replacement

BUILDING

IKADE, INC.  
DNR LEASE NO. 22-A02691

CALHOUN STREET

INNER HARBOR LINE

SOUTH FIRST STREET



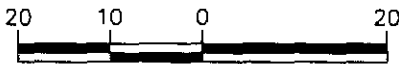
BOARDWALK EASEMENT



BOARDWALK DECKING



MITIGATION AREA DECKING



SCALE IN FEET

# EXHIBIT A

## DNR LEASE NO. 22-A02691

**CHS**

12507 BEL-RED ROAD SUITE 101  
BELLEVUE, WA 98005-2500

CHS ENGINEERS, LLC

TEL (425) 637-3693 FAX (425) 637-3694

Drawn by JK

Approved by EH

Checked by NF

Date 04-03-14

Scale

1" = 20'

Sheet

1

201302-Boardwalk 2013.dwg 8.5x11 04-03-14