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Skagit County Auditor \$81.00
6/30/2015 Page 1 of 10 2:22PM

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

JUN 30 2015

Amount Paid \$
Skagit Co. Treasurer
By *[Signature]* Deputy

DOCUMENT TITLE: Trail Easement

REFERENCE NUMBER OF RELATED DOCUMENT:

GRANTOR(S): William D. Zirbel and Marcia J. Zirbel, husband and wife

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

ASSESSOR'S PARCEL NUMBER(S): P19316 (XrefID: 340113-0-001-0003); and
P19377 (XrefID: 340114-1-001-0208)

ABBREVIATED LEGAL DESCRIPTION: An easement located on a portion of THAT PORTION OF GOVERNMENT LOT 1, SEC 13, TWP 34, RNG 1; BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE EAST 20 RODS (330 FEET), ALONG THE NORTH LINE OF SAID LOT 1; THENCE AT RIGHT ANGLES SOUTH 40 RODS (660 FEET); THENCE AT RIGHT ANGLES WEST 20 RODS (330 FEET); THENCE AT RIGHT ANGLES NORTH ALONG THE WEST LINE OF SAID LOT 1, 40 RODS (660 FEET) TO THE PLACE OF BEGINNING; and O/S#40 AF#8405220062 1985 E 20AC OF NE1/4 NE1/4 EXCEPT THE FOLLOWING DESCRIBED PARCEL: THAT PORTION OF THE NE1/4 NE1/4 DESCRIBED AS FOLLOWS: BEGINNING AT THE NE CORNER OF SAID SECTION 14; THENCE NORTH 87-13-43 WEST ALONG THE NORTH LINE OF SAID SECTION 14, 644.87 FEET TO THE NW CORNER OF SAID EAST 20 ACRES; THENCE SOUTH 02-28-03 WEST ALONG THE WEST LINE OF SAID EAST 20 ACRES, 164 FEET; THENCE NORTH 83-36-10 EAST, 652.67 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 14 THAT LIES 60 FEET FROM THE POINT OF BEGINNING; THENCE NORTH 02-28-23 EAST ALONG SAID EAST LINE, 60 FEET TO THE POINT OF BEGINNING; Situate in Skagit County, State of Washington.

TRAIL EASEMENT

The undersigned, **William D. Zirbel** and **Marcia J. Zirbel**, husband and wife, ("Grantors" 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 permanent, perpetual, and non-exclusive trail easement (herein the "Easement") as provided herein. Grantors and Grantee may be individually referred to herein as a "party", and may be collectively referred to herein as the "parties."

WHEREAS, the Grantors are the owners of certain real property located in Skagit County, Washington, commonly described as Skagit County Assessor Parcel Numbers: P19316 (XrefID: 340113-0-001-0003); and P19377 (XrefID: 340114-1-001-0208), and as more particularly described by the legal description attached hereto as **Exhibit "A"** and incorporated herein by reference ("Grantors' Property").

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

1. Nature and Location of Easement. Grantors hereby grant, dedicate, and convey to Grantee and to the public a non-exclusive, permanent, perpetual easement for the purposes set forth herein (the "Easement") over, under, across, and through that certain portion of Grantors' Property, as legally described at **Exhibit "B"**, and as generally depicted in **Exhibit "C"**, attached hereto and incorporated by reference (herein the "Easement Area"), subject to the terms and conditions set forth in this Easement agreement herein. The parties may subsequently agree to relocate a portion(s) of the Easement Area as may be mutually determined by the parties to be necessary and/or appropriate over time to preserve the accessibility and continuity of the public non-motorized trail located within the Easement Area; provided that such an amendment to the Easement Area shall not be effective unless and until an amendment to this Easement (appropriately modifying the Easement Area described and depicted at **Exhibit "B"** and **Exhibit "C"**) has been duly executed and recorded by the parties.

2. Purpose and Use of Easement. Grantee, its agents, contractors, designees, successors, and/or assigns, including members of the public, shall have the right, without prior notice to Grantors, and at all times, to enter upon and use the Easement Area for the purpose of a public non-motorized trail. While the Grantee intends to complete certain non-motorized trail improvements in the Easement Area (including, but not necessarily limited to, the placement of signage, bollards, gravel, grading, and/or other similar trail improvements), nothing in this Easement agreement herein shall obligate Grantee to commence or complete any specific improvements whatsoever to the Easement Area within any particular period of time; provided, however, that Grantee may elect to make such improvements (as may be determined to be appropriate by Grantee), and in the event Grantee elects to make any such improvements, Grantee shall use reasonable efforts to complete all work as soon as reasonably practicable, and to reasonably minimize interference with Grantors' use of Grantors' Property. Grantee shall not construct or allow any vehicular parking or parking area within the Easement Area. The Easement Area shall not be used for hunting or camping, and unleashed dogs may not be permitted in the Easement Area. Public use and access shall be limited to the Easement Area. No motorized vehicles or equipment may be used in the Easement Area without the permission of Grantors (except for work on the trail by Grantee, or in emergency circumstances). 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 Easement agreement.

3. Indemnification. To the extent permitted by law, Grantee shall indemnify and hold Grantors harmless from any and all claims, actions, damages or liability occasioned wholly or in part by any act or omission by Grantee, its agents or invitees, relating to the use, construction, maintenance, operation or repair of the public trail located within the Easement Area, except to the extent attributable to the acts or omissions of Grantors, its agents or invitees.

4. No Interference with Easement. Grantors 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 non-motorized trail purposes. Grantors further agree that no structure or obstruction including, without limitation, landscaping, vegetation, trees, signs, fences, gates, buildings, foundations, and/or rockeries shall be constructed or placed over, upon, under, or within the Easement Area (without the revocable written consent of Grantee). Grantors shall otherwise have reasonable use of Grantors' Property within the Easement Area, so long as such use by Grantors does not interfere with the Grantee's use of the Easement Area and the rights herein granted

5. Obligations Run With the Land. Grantors warrant that Grantors have good title to the Grantors' Property (including the Easement Area) and warrant the Grantee title to and quiet enjoyment of the Easement. 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, in all respects, attach to the individual properties legally described in this Easement agreement.

6. 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 brought under or relating to the term of this Easement agreement shall be in Skagit County, State of Washington.

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

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

9. Captions and Counterparts. 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. This Easement agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall constitute but one Easement agreement.

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

11. No Third Party Beneficiaries. This Easement is not intended to nor does it create any third party beneficiary or other rights in any third person or party, including, but not limited to, the general public, property owners and residents at or in the vicinity of the Easement Area (other than Grantors), or any other organization or entity, or any agent, contractor, subcontractor, consultant, employee, volunteer, or other representative of any party.

12. Entire Agreement. This Easement agreement contains the entire agreement between the parties hereto. This Easement agreement 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 duly executed written agreement of the parties.

GRANTORS:

DATED this 18th day of June, 2015.

William D. Zirbel
William D. Zirbel

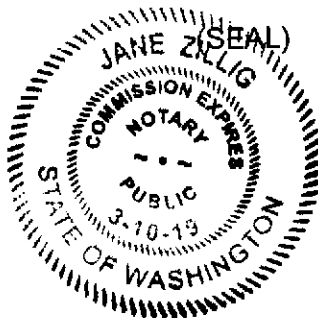
DATED this 18 day of June, 2015.

Marcia J. Zirbel
Marcia J. Zirbel

STATE OF Washington }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that William D. Zirbel and Marcia Zirbel, husband and wife, are the persons who appeared before me, and said persons acknowledged that he/she/they signed this instrument and acknowledged it to be his/her/their free and voluntary act and deed with full knowledge of its contents, for the uses and purposes mentioned in the instrument.

DATED this 19th day of June, 2015.



Jane Zillig
Notary Public

Print name: JANE ZILLIG

Residing at: 5600 Wadley, WA

My appointment expires: 3-10-19

GRANTEE:

DATED this 29 day of June, 2015.

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

Kenneth A. Dahlstedt
Kenneth A. Dahlstedt, Chair

Lisa Janicki
Lisa Janicki, Commissioner

Ron Wesen
Ron Wesen, Commissioner

Attest:

Amber Kloggs
Clerk of the Board

For contracts under \$5,000:
Authorization per Resolution R20030146

Recommended:

B. Kern
Department Head

County Administrator

Approved as to form:

[Signature] 6/22/15
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

[Signature]
Risk Manager

Approved as to budget:

[Signature]
Budget & Finance Director

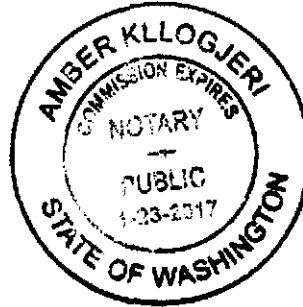
UNOFFICIAL DOCUMENT

STATE OF WASHINGTON }
} ss
County of Skagit }

I hereby certify that I know or have satisfactory evidence that Kenneth A. Dahlstedt, Lisa Janicki, and Ron Wesen are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they are authorized to execute the instrument and acknowledged it as the County Commissioners of Skagit County, a municipal corporation of the State of Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated this 29 day of June, 2015

Amber Kllogjeri
Notary Public in and for the State of
Washington, residing at



Mount Vernon

My appointment expires 1-23-2017

EXHIBIT "A"

LEGAL DESCRIPTION OF GRANTORS' PROPERTY

P19316

That portion of Government Lot 1, Section 13, Township 34 North, Range 1 East, W.M., described as follows:

Beginning at the Northwest corner of said Lot 1;
thence East 20 rods, along the North line of said Lot 1;
thence at right angles South 40 rods;
thence at right angles West 20 rods;
thence at right angles North along the West line of said Lot 1, 40 rods to the point of beginning.

Situate in the County of Skagit, State of Washington.

P19377

PARCEL "A":

The East 20 acres of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 14, Township 34 North, Range 1 East, W.M.

EXCEPT THE FOLLOWING DESCRIBED "TRACT X":

Tract X

That portion of the East 20 acres of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 14, Township 34 North, Range 1 East, W.M., described as follows:

Beginning at the Northeast corner of said Section 14;
thence North $87^{\circ}13'43''$ West along the North line of said Section 14, a distance of 644.87 feet to the Northwest corner of said East 20 acres;
thence South $02^{\circ}28'03''$ West along the West line of said East 20 acres, a distance of 164.00 feet;
thence North $83^{\circ}36'10''$ East, a distance of 652.67 feet to a point on the East line of said Section 14 that lies 60 feet from the point of beginning;
thence North $02^{\circ}28'23''$ East along said East line a distance of 60 feet to the point of beginning.

PARCEL "B":

The right to use that existing road as it existed February 11, 1966, crossing the Southwest corner of the West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 11, Township 34 North, Range 1 East, W.M., as created by agreement recorded under Auditor's File No. 681677, records of Skagit County, Washington.

PARCEL "C":

A non-exclusive easement for ingress and egress over, along, under and across the North 60 feet of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 14, Township 34 North, Range 1 East, W.M.,

EXCEPT the East 20 acres thereof.

PARCEL "D":

A non-exclusive easement for the benefit of the above described Parcel "A", 60 feet wide for ingress, egress and utilities over, under and through the above described "Tract X", the centerline of which is described as follows:

Beginning at the Northwest corner of the above described East 20 acres;
thence South $02^{\circ}28'23''$ West along the West line of said East 20 acres, a distance of 30.00 feet to the initial point of this centerline description;
thence South $87^{\circ}13'43''$ East, a distance of 31.43 feet to the point of curvature of a curve to the right having a radius of 115.00 feet;
thence Southeasterly along said curve through a central angle of $64^{\circ}37'48''$ and an arc distance of 129.72 feet to the point of reverse curvature with a curve to the left having a radius of 115.00 feet;
thence Southeasterly along said curve through a central angle of $26^{\circ}31'40''$ and an arc distance of 53.24 feet to the South line of the above described boundary, adjustment parcel and terminal point of this centerline description.

PARCEL "E":

A non-exclusive easement for the benefit of the above described Parcel "A", for ingress, egress and utilities over, under and through the existing driveway, which approximate location is shown on the sketch attached as Exhibit F. Provided, however, the easement in that portion of the existing driveway which lies outside the 60 foot strip through the above described "Tract X" shall terminate automatically when a replacement driveway to serve the above described Parcel A is constructed within the said 60 foot strip easement.

All situate in the County of Skagit, State of Washington.

EXHIBIT "B"

LEGAL DESCRIPTION OF EASEMENT AREA

Trail Easement over Zirbel Property

That portion of Government Lot 1, Section 13, Township 34 North, Range 1 East, W.M., described as follows:

The East 60 feet and South 100 feet of the following described tract:

Beginning at the Northwest corner of said Lot 1;
thence East 20 rods, along the North line of said Lot 1;
thence at right angles South 40 rods;
thence at right angles West 20 rods;
thence at right angles North along the West line of said Lot 1, 40 rods to the Point of the Beginning.

AND ALSO TOGETHER WITH that portion of the Northeast Quarter of Section 14, Township 34 North, Range 1 East, W.M., more particularly described as follows:

The East 50.00 feet of the South 790.80 feet of the Northeast Quarter of the Northeast Quarter of said section 14.

Situate in Skagit County, State of Washington.

EXHIBIT "C"

DEPICTION OF EASEMENT AREA.

