

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

OCT 12 2016



After recording, return document to:

Skagit County
Public Works Department
Attn: Kara E. Symonds
1800 Continental Place
Mount Vernon, WA 98273

Amount Paid \$
Skagit Co. Treasurer
By *mm* Deputy

Skagit County Auditor
10/12/2016 Page 1 of 6 3:39PM \$151.00

Document Title: Quit Claim and Release of Temporary Easement

Reference Number of Related Document(s): Auditor's File No.: 840838

Grantor (Releasor): SKAGIT COUNTY, a political subdivision of the State of Washington

Grantee (Releasee): SKAGIT LAND TRUST, a Washington non-profit corporation.

Assessor's Tax Parcel Number(s): P39088 (XrefID: 350514-3-009-0003);
P40135 (XrefID: 350523-2-002-0001); and
P40116 (XrefID: 350523-2-005-0102).

Abbreviated Legal Description:
(9.3400 ac) OPEN SPACE #46 #776263 1974 E1/2 SW1/4 SW1/4 S OF COUNTY ROAD LESS TRACT DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 55 FEET EAST OF THE POINT WHERE THE SOUTH LINE OF SAID COUNTY ROAD INTERSECTS THE EAST LINE OF THE WEST 20 FEET OF THE SAID EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE WEST 55 FEET; THENCE SOUTH 35 FEET; THENCE NORTHEASTERLY 65 FEET TO THE POINT OF BEGINNING. TOGETHER WITH THAT PORTION OF THE WEST 627 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 LYING SOUTH OF THE COUNTY ROAD; and (20.6000 ac) S1/2 NE1/4 NW1/4 & E 20FT OF NW1/4 NW1/4 OPEN SPACE #46 #776263 1974; and (13.0000 ac) LOT 5--14.00 WASHED O/S #46 #776263 1974. Situate in Skagit County, State of Washington.

QUIT CLAIM & RELEASE OF TEMPORARY EASEMENT

WHEREAS, Skagit Land Trust, a Washington non-profit corporation (herein "SLT" or "Grantee") has purchased real property commonly identified as Skagit County Assessor Tax Parcel Numbers: P39088, P40135, and P40116 (herein the "Property"); and

WHEREAS, the Property is subject to a Temporary Easement and Waiver of Damages, dated August 13, 1976, and recorded under Skagit County Auditor's File No. 840838 (herein the "Temporary Easement") in favor of Skagit County, a Washington municipal corporation (herein "County" or "Grantor"); and

WHEREAS, while the Temporary Easement may have already expired by its own terms, SLT has requested that the County relinquish and/or terminate the Temporary Easement for the Property; and

WHEREAS, the terms of the Temporary Easement provide that the County is not responsible or liable for any improvements placed upon the Property pursuant to the terms of the Temporary Easement, and the County and SLT agree that the County shall continue to not be liable or responsible for any such improvements at or upon the Property, and

WHEREAS, County Public Works Department staff have determined that the County does not currently use Temporary Easement (and has not used the Temporary Easement for many years), and has also determined that the County has no planned or practical future use for the Temporary Easement, and County Public Works Department staff recommends that the County relinquish and/or terminate the Temporary Easement.

NOW THEREFORE, in consideration of the forgoing, the County and SLT agree as follows:

1. Quit Claim and Release of Temporary Easement: Subject to the terms herein, the Grantor, Skagit County, a political subdivision of the State of Washington (herein "County" or "Grantor"), for no monetary consideration and to clear title only, hereby releases, waives, relinquishes, assigns, conveys, and quit claims to the Skagit Land Trust, a Washington non-profit corporation (herein "SLT" or "Grantee"), the County's right, title and interest in that certain Temporary Easement and Waiver of Damages (herein the "Temporary Easement"), dated August 13, 1976, and recorded under Skagit County Auditor's File No.: 840838. A copy of the Temporary Easement is attached hereto as **Exhibit "A"**, and is hereby incorporated by reference. This Quit Claim and Release of Temporary Easement shall only apply to the above-described Temporary Easement, and shall not apply to any other easements or properties owned by the County. This Quit Claim and Release of Temporary Easement shall become effective upon recording.

1.1 The County and SLT mutually agree that the County quit claims the County's right, title and interest in the Temporary Easement to SLT "as is" (without any representations or warranties of any kind, express or implied), and that the County makes no commitment as to the location, nature of, date of, or extent of flood control improvements (herein "improvements") made or placed at or upon the area of the Temporary Easement on the Property (if any). The County and SLT mutually agree that the County is not and shall not be responsible or liable for the use, operation, maintenance, and/or repair of any such improvements or upon the area of the Temporary Easement on the Property.

Grantee:

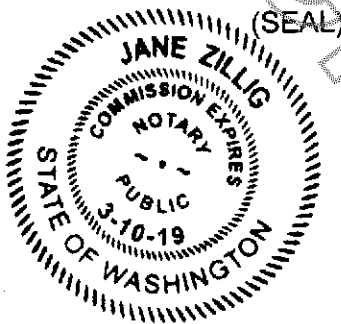
Skagit Land Trust, a Washington non-profit corporation.

By: Molly D
Print name: Molly Doran
Its: Excutor Director
Date: Sept 21 2016, 2016

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that Molly Doran as the executive director of Skagit Land Trust, a Washington non-profit corporation, is the person who appeared before me, and said person acknowledged that he/she signed this instrument, and on oath stated that he/she was duly authorized to executed this instrument, and that he/she executed the forgoing instrument as his/her free and voluntary act for the uses and purposes herein mentioned.

DATED this 22 day of September, 2016.



Notary Public Jane Zillig
Print name: JANE ZILLIG
Residing at: Sedro Woolley, WA
My commission expires: 3-10-19

Grantor:
DATED this 10 day of October, 2016.

BOARD OF COUNTY
COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

Lisa Janicki
Lisa Janicki, Chair

Ron Wesen
Ron Wesen, Commissioner

Kenneth A. Dahlstedt
Kenneth A. Dahlstedt,

Attest:
Commissioner

Amber K. Hojny
Clerk of the Board

Authorization per Resolution
R20050224:

Recommended:

County Administrator

Department Head

Approved as to form:

9/28/16

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Risk Manager

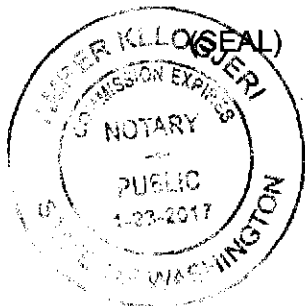
Approved as to budget:

Budget & Finance Director

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that Lisa Janicki, Ron Wesen, and/or Kenneth A. Dahlstedt 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 10 day of October, 2016.



Amber Kloggeri
Notary Public
Print name: Amber Kloggeri
Residing at: Mount Vernon, WA
My commission expires: 1-23-2017

Exhibit "A"
Copy of Temporary Easement.

Skagit County Auditor's File No.: 840838

840838

TEMPORARY EASEMENT AND WAIVER OF DAMAGES

THIS AGREEMENT, Made this 13 day of August, 1976, between
ELLA ATTWELL

whose address is Route 1, Sedro Woolley, WA
herein referred to as the Grantor and SKAGIT COUNTY, a Municipal Corporation, herein
referred to as the Grantee,

W I T N E S S E T H:

WHEREAS, the Grantor is the owner of property in Skagit County, and the Grantor
is desirous of minimizing flood damage in Skagit County by making improvements on the
Grantor's property;

IT IS HEREBY AGREED that SKAGIT COUNTY, GRANTEE, shall in consideration of
mutual covenants herein, have the right to enter, use and/or improve a 60 foot strip
of land, which lies on the following described property:

A sixty (60) foot strip of land parallel and adjacent with the right bank
of the Skagit River across Government Lot five (5) in Section 23, Township
35 North, Range 3 East W.S.

This Easement shall grant Skagit County the right of ingress and egress upon
the above described property, the right to construct a rock rip-rap bulkhead for the
purpose of flood control. To clear land, build road, and enjoy those rights granted
by this instrument to satisfactorily complete the above construction.

Skagit County shall have the right to contract with third parties for work
along said strip of land, and that this Easement and the rights stated herein, granted
to Skagit County shall extend to such third parties.

Skagit County makes no commitment as to the location, nature of, or extent
of flood control improvements to be made along said strip of land, or the date of said
improvement, if any, are made, nor shall Skagit County be responsible for maintaining
any improvements, once they have been made along said strip of land.

The Grantor shall be responsible for operating and maintaining the above
described works of improvement.

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UNOFFICIAL DOCUMENT

The Grantor waives all claim for damage of whatsoever nature which may be claimed to be as a result of the work of the Grantee in clearing and protecting the bank as hereinabove set forth.

The Grantor hereby covenants with the Grantee that this Agreement shall terminate upon completion of the work except that the Grantor shall be responsible for operating and maintaining the above described works of improvement.

Ella Attwell

GRANTOR

STATE OF WASHINGTON)
) ss
COUNTY OF SKAGIT)

I, Don Nelson, a Notary Public in and for the State of Washington do hereby certify that on this 13 day of August, 1976, A.D., personally appeared before me Ella Attwell to me known to be the individuals described in and who executed the within instrument, and acknowledged that they signed and sealed the same on their free and voluntary act and deed, for the purpose therein mentioned.

Donald E. Nelson

Notary Public in and for the State of Washington, my comm. expires at Mount Rainier, 8/30/80

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WELLS FARGO
76 AUG 16 AM 10:44
REQUEST OF _____

Engin-officer

S40838

pm