

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



201903130046

03/13/2019 02:39 PM Pages: 1 of 9 Fees: \$107.00
Skagit County Auditor

EASEMENT
MAR 13 2019

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

DOCUMENT TITLE: Trail Easement

REFERENCE NUMBER OF RELATED DOCUMENT:

GRANTOR(S): Raymond L. Sundstrom and Vicki M. Tisdal, husband and wife

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

ASSESSOR'S PARCEL NUMBER(S): P126738 (XrefID: 340414-2-001-0300)

ABBREVIATED LEGAL DESCRIPTION: An easement located on a portion of: THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M. DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 14, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M.; THENCE WEST, ALONG THE NORTH LINE OF SAID SECTION 14, A DISTANCE OF 275.88 FEET TO AN INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF THE NORTHERN PACIFIC RAILWAY COMPANY; THENCE SOUTHWESTERLY, ALONG SAID RIGHT-OF-WAY LINE, 1494.24 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTHEASTERLY ALONG SAID RIGHT-OF-WAY 408.00 FEET; THENCE NORTH 56 DEGREES 41'17" WEST, ALONG THE NORTHEASTERLY LINE OF THE ABOVE DESCRIBED PARCEL, 157.80 FEET; THENCE NORTH 46 DEGREES 15'53" EAST 126.54 FEET; THENCE SOUTH 53 DEGREES 55'39" EAST 185.22 FEET TO THE CENTER OF THAT CERTAIN 100-FOOT WIDE RIGHT-OF-WAY TO SEATTLE LAKE SHORE AND EASTERN RAILWAY COMPANY RIGHT-OF-WAY AS CONVEYED BY DEED DATED APRIL 4, 1890 AND RECORDED JULY 13, 1890 IN VOLUME 10 OF DEED, PAGE 651, RECORDS OF SKAGIT COUNTY WASHINGTON; THENCE SOUTH 36 DEGREES 04'21" WEST, ALONG SAID CENTERLINE, 241.88 FEET; THENCE CONTINUE ALONG SAID CENTERLINE ON A CURVE TO THE LEFT HAVING A RADIUS OF 1503.12 FEET THROUGH A CENTRAL ANGLE OF 1 DEGREE 47'53" AN ARC DISTANCE OF 47.17 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL AS CONVEYED TO SKAGIT COUNTY BY DEED RECORDED NOVEMBER 11, 1996 UNDER AUDITOR'S FILE NO. 9611150090; THENCE SOUTH 55 DEGREES 43'32" EAST 50.00 FEET TO THE SOUTHEASTERLY CORNER OF THAT CERTAIN PARCEL AS CONVEYED TO SKAGIT COUNTY UNDER AUDITOR'S FILE NO. 9611150090, SAID POINT BEING THE POINT OF DIVERGENCE OF THE RIGHT-OF-WAY OF STATE HIGHWAY 9 AND THE EASTERLY LINE OF 100- FOOT STRIP CONVEYED TO SEATTLE LAKE SHORE AND EASTERN RAILWAY COMPANY RIGHT-OF-WAY; THENCE SOUTHWESTERLY ALONG THE RIGHT-OF-WAY OF THE SEATTLE LAKE SHORE AND EASTERN RAILWAY COMPANY RIGHT-OF-WAY, A DISTANCE OF 226.59 FEET, MORE OR LESS, TO A POINT OF INTERSECTION WITH THE SOUTHEASTERLY PROJECTION OF THE SOUTHWESTERLY LINE OF THE ABOVE DESCRIBED PARCEL; THENCE NORTH 60 DEGREES 07'16" WEST, ALONG SAID PROJECTION, 100.66 FEET TO THE TRUE POINT OF BEGINNING. EXCEPT THE FOLLOWING DESCRIBED PORTION: THAT PORTION OF THE NW1/4 DESCRIBED AS FOLLOWS: COMMENCING AT THE N1/4 CORNER OF SECTION 14; THENCE WEST

ALONG THE NORTH LINE OF SAID SECTION, 275.88 FEET TO AN INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF THE NORTHERN PACIFIC RAILWAY COMPANY; THENCE SOUTHWESTERLY, ALONG SAID RIGHT OF WAY, 1494.24 FEET; THENCE NORTHEASTERLY ALONG SAID RIGHT OF WAY, 408 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 56-41-17 WEST, ALONG THE NORTHEASTERLY LINE OF THE ABOVE DESCRIBED PARCEL, 157.80 FEET; THENCE NORTH 46-15-53 EAST, 126.54 FEET; THENCE SOUTH 53-55-39 EAST, 135.22 FEET TO THE WEST LINE OF THE RAIL ROAD RIGHT OF WAY; THENCE SOUTHWESTERLY ALONG SAID RIGHT OF WAY TO POINT OF BEGINNING; Situate in Skagit County, State of Washington.

TRAIL EASEMENT

The undersigned, **Raymond L. Sundstrom** and **Vicki M. Tisdell**, 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 Number: P126738 (XrefID: 340414-2-001-0300), 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.

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, utilities, and/or other similar 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 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 (without the prior revocable written consent of Grantee). 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 prior revocable written consent of Grantee).

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. 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 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.

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

GRANTORS:

DATED this 3rd day of January, 2019.

Raymond Sundstrom
Raymond L. Sundstrom

DATED this 3rd day of January, 2019.

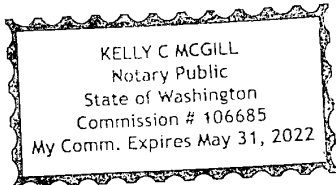
Vicki M Tisdel
Vicki M. Tisdel

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that Raymond L. Sundstrom and Vicki M. Tisdel, 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 3rd day of January, 2019.

(SEAL)



[Signature]
Notary Public
Print name: Kelly C. McGill
Residing at: STANWOOD, WA
My appointment expires: 5/31/2022

DATED this 11 day of March, 2019.

**BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON**

Lisa Janicki

Lisa Janicki, Chair

Ron Wesen

Ron Wesen, Commissioner

Kenneth A. Dahlstedt

Kenneth A. Dahlstedt, Commissioner

Attest:

Amber Epps
Clerk of the Board

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

Recommended:

Blew
Department Head

County Administrator

Approved as to form:

[Signature] 2/27/19
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

[Signature] (3-4-19)
Risk Manager

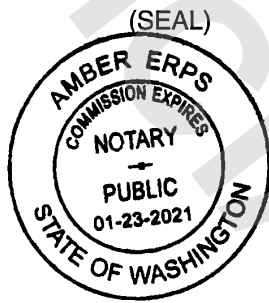
Approved as to budget:

[Signature]
Budget & Finance Director

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that Ron Wesen, Kenneth A. Dahlstedt, and/or Lisa Janicki, ~~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 11 day of March, 2019.



Amber Erps
Notary Public
Print name: Amber Erps
Residing at: Mount Vernon
My appointment expires: 01-23-2021

EXHIBIT "A"

LEGAL DESCRIPTION OF GRANTORS' PROPERTY

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

Commencing at the North $\frac{1}{4}$ corner of Section 14, Township 34 North, Range 4 East, W.M.; thence West along the North line of said Section 14, a distance of 275.88 feet to an intersection with the Westerly right-of-way line of the Northern Pacific Railway Company; thence Southwesterly, along said right-of-way line, 1,494.24 feet to the **True Point of Beginning**; thence Northeasterly along said right-of-way 408.00 feet; thence North $56^{\circ}41'17''$ West, along the Northeasterly line of the above described parcel, 157.80 feet; thence North $46^{\circ}15'53''$ East 126.54 feet; thence South $53^{\circ}55'39''$ East 185.22 feet to the center of that certain 100-foot wide right-of-way to Seattle Lake Shore and Eastern Railway Company right-of-way as conveyed by Deed dated April 4, 1890 and recorded July 13, 1890 in Volume 10 of Deeds, page 651, records of Skagit County Washington; thence South $36^{\circ}04'21''$ West, along said centerline, 241.88 feet; thence continue along said centerline on a curve to the left having a radius of 1,503.12 feet through a central angle of $1^{\circ}47'53''$ an arc distance of 47.17 feet, more or less, to the Southwest corner of that certain parcel as conveyed to Skagit County by Deed recorded November 11, 1996 under Auditor's File No. 9611150090; thence South $55^{\circ}43'32''$ East 50.00 feet to the Southeasterly corner of that certain parcel as conveyed to Skagit County under Auditor's File No. 9611150090, said point being the point of divergence of the right-of-way of State Highway 9 and the Easterly line of 100-foot strip conveyed to Seattle Lake Shore and Eastern Railway Company right-of-way; thence Southwesterly along the right-of-way of the Seattle Lake Shore and Eastern Railway Company right-of-way, a distance of 226.59 feet, more or less, to a point of intersection with the Southeasterly projection of the Southwesterly line of the above described parcel; thence North $60^{\circ}07'16''$ West, along said projection, 100.66 feet to the true Point of Beginning. Except the following described portion: that portion of the NW $\frac{1}{4}$ described as follows: Commencing at the North $\frac{1}{4}$ corner of Section 14; thence west along the North line of said Section, 275.88 feet to an intersection with the Westerly right of way line of the Northern Pacific Railway Company; thence Southwesterly, along said right-of-way, 1494.24 feet; thence Northeasterly along said right-of-way, 408 feet to the true Point of Beginning; thence North $56^{\circ}41'17''$ West, along the Northeasterly line of the above described parcel, 157.80 feet; thence North $46^{\circ}15'53''$ East, 126.54 feet; thence South $53^{\circ}55'39''$ East, 135.22 feet to the West line of the rail road right-of-way; thence Southwesterly along said right of way to Point of Beginning.

Situate in Skagit County, State of Washington.

EXHIBIT "B"**LEGAL DESCRIPTION OF EASEMENT AREA**

Commencing at the North ¼ corner of Section 14, Township 34 North, Range 4 East, W.M.; thence West along the North line of said Section 14, a distance of 275.88 feet to an intersection with the Westerly right-of-way line of the Northern Pacific Railway Company; thence Southwesterly, along said right-of-way line, 1,494.24 feet; thence Northeasterly along said right-of-way 408.00 feet; thence North 56°41'17" West, along the Northeasterly line of the above described parcel, 157.80 feet; thence North 46°15'53" East 126.54 feet; thence South 53°55'39" East 185.22 feet to the center of that certain 100-foot wide right-of-way to Seattle Lake Shore and Eastern Railway Company right-of-way as conveyed by Deed dated April 4, 1890 and recorded July 13, 1890 in Volume 10 of Deeds, page 651, records of Skagit County Washington; thence South 36°04'21" West, along said centerline, 241.88 feet; thence continue along said centerline on a curve to the left having a radius of 1,503.12 feet through a central angle of 1°47'53" an arc distance of 47.17 feet, more or less, to the Southwest corner of that certain parcel as conveyed to Skagit County by Deed recorded November 11, 1996 under Auditor's File No. 9611150090 and the Point of Beginning of this easement description; thence along the southwest line of said Skagit County parcel South 55°43'32" East 50.00 feet, more or less to the Southeast corner of said parcel, being a point on the southeasterly right-of-way margin of the abandoned Seattle Lake Shore and Eastern Railway Company right-of-way; thence Southwesterly along said right-of-way margin a distance of 226.94 feet, more or less, to a point of intersection with the Southeasterly projection of the Southwesterly line of that certain tract of land conveyed to Sundstrom and Tisdell under Skagit County Auditor's File No. 200711200139; thence North 60°07'15" West, along said projection, 65.19 feet; thence departing said projected line North 36°13'13" East, 38.50 feet; thence North 45°32'52" East 91.26 feet; thence North 36°13'13" East 103.89 feet, more or less, to the Point of Beginning.

Containing approximately 0.29 acres.

Situate in Skagit County, State of Washington.

EXHIBIT "C"

DEPICTION OF EASEMENT AREA

