

## WHEN RECORDED RETURN TO:

City of Anacortes Legal Department  
P.O. Box 547  
Anacortes, WA 98221

REVIEWED BY  
SKAGIT COUNTY TREASURER  
DEPUTY Lena Thompson  
DATE 10/13/2021

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DOCUMENT TITLE: TRAIL EASEMENT for the purposes of  
GRANTOR(S): Wynn Family Trust  
GRANTEE(S): City of Anacortes, a Washington municipal corporation.  
ABBREVIATED LEGAL: ANACORTES BLK 242 INC. W1/2 OF B AVE N OF 11<sup>TH</sup> ST  
& FRAC  
ASSESSOR PARCEL / TAX ID NUMBER: P56379 / 3772-242-000-0008

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**TRAIL EASEMENT**

The undersigned, Sylvia R. Wynn as Trustee for the Wynn Family Trust ("Grantor"), as a gift and for no other consideration, hereby conveys a perpetual nonexclusive easement ("Easement") to the City of Anacortes, a Washington municipal corporation ("Grantee"), over, and across the following property located in Skagit County, Washington ("Grantor's Property"), legally described as set forth in Exhibit A.

1. **Purpose.** The purpose of the Easement is for the construction, operation, maintenance and repair of a non-motorized, public, handicap accessible, recreational trail ("Trail"). The easement is up to twenty-two feet (22') wide and Trail may be no wider than fourteen feet (14') including shoulders, and will traverse Grantor's Property beginning at Grantor's eastern boundary and cross to Grantor's western boundary being a route ("Easement Area") legally described in Exhibit B.

Grantor and Grantee may agree in writing to relocate the Trail as necessary and convenient over time to preserve the accessibility or contiguity of the Trail. Such agreement shall be effective when a changed legal description is recorded as an amendment hereto.

This Easement conveys the right, privilege and authority, to Grantee and Grantee's contractors, to enter Grantor's Property with materials, workers, volunteers or agents, to construct, maintain, replace and reconstruct the Trail and to perform shoreline stabilization work, together with the right of ingress and egress over and across the Easement Area at any and all times for the purposes of doing anything reasonably necessary or useful or convenient for the enjoyment of the Easement hereby granted; and the right to grade and re-grade land, spread gravel or apply pavement or concrete, place foundations and cut and remove any vegetation and other obstructions which may endanger the safety or interfere with the use of said Trail. Grantee may install gates, fences, and other reasonable structures to control usage of the Easement Area. Grantee will conduct all activities permitted herein to reasonably minimize any adverse impacts to the Grantor's Property.

2. **Use of Easement.** The Easement granted herein shall be for the construction, operation, maintenance, and repair of a public non-motorized recreational Trail and by Grantee at Grantee's sole cost and expense. This Easement should not be construed to: (a) permit access to any other portion of Grantor's Property for any purpose; and (b) permit mechanized or motorized equipment or vehicles of any nature on the Trail, without the express permission of Grantor, except for trail work by Grantee and its agents or in emergency circumstances.

3. **Duties Conditional.** Grantee is under no obligation to install the Trail authorized herein and reserves unto itself the absolute right to determine the timing, configurations and specifications of the Trail and whether the appropriate amount of funds are on hand to allow design and/or construction of the Trail.

4. **Indemnification.** Grantee shall indemnify and hold Grantor harmless from any and all claims, actions, damages or liability occasioned wholly or in part by any negligent or intentional act or omission by Grantee its agents or invitees, relating to the use, construction, maintenance, operation or repair of the Trail or conduct of work within the Easement Area, except to the extent attributable to the intentional or willful acts of Grantor, its agents or invitees.

5. **Reservation to Grantor.** Grantor shall have the right to use the Easement Area for any purpose not inconsistent with the full use and enjoyment by Grantee, its successors and assigns, the rights and privilege herein granted. Grantee is responsible for constructing, operating and maintaining the above-described improvements. Grantor shall not place any buildings or fencing on the Easement Area or impair public or Grantee's access to the Easement Area.

6. **No Third-Party Rights.** The parties agree and acknowledge that this Easement is solely for the benefit of Grantee and that it confers no right on any third person or entity or the public in general.

This easement and each of the terms, provisions, conditions and covenants herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Any covenant granted herein shall be a covenant running with the land.

Dated this 15 day of Sept., 2021.

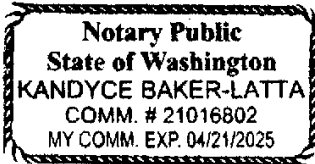
By: Sylvia R. Wynn  
Sylvia R. Wynn, Trustee  
Wynn Family Trust

STATE OF WASHINGTON )  
 )ss.  
COUNTY OF SKAGIT )

On this 15 day of Sept., 2021, before, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Sylvia R. Wynn, to me known to be the individual(s) described in with the authority to bind the Wynn Family Trust and who executed the within and foregoing instrument, and acknowledged said instrument to be his/her free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF I have hereunto given my hand and official seal this 15 day of Sept., 2021.

Kandyce Baker-Latta  
Notary Public in and for the State of Washington  
Residing at Anacortes  
My appointment expires 04/21/2025



## EXHIBIT A

**Wynn Family Trust Property Legal Description**

That portion of the Burlington Northern Railroad designated as reserve right-of-way for the Seattle and Northern Railroad as shown on the plat "MAP OF THE CITY OF ANACORTES, SKAGIT COUNTY, WASHINGTON", as per plat recorded in Volume 2 of Plats, page 4, records of Skagit county, Washington.

TOGETHER WITH a portion of Tract 14 of Plate No. 8 of the tide and shorelands of Section 13, Township 35 North, Range 1 East, W.M., Anacortes Harbor, all being more particularly described as follows:

Beginning at the intersection of 11<sup>th</sup> Street and "B" Avenue of said plat:

Thence North 0°33'35" East along the Northerly projection of the centerline of "B" Avenue, a distance of 217.06 feet to the true point of beginning being an intersection with a curve having a radius point bearing North 20°46'49" West, a radial distance of 985.37 feet;

Thence Southwesterly along the arc of said curve to the right through a central angle of 2°58'54", an arc distance of 51.28 feet; thence South 72°12'05" West, a distance of 13.20 feet to the beginning of a curve to the left having a radius of 925.36 feet; thence along the arc of said curve through a central angle of 5°04'10", an arc distance of 81.88 feet; thence North 8°56'58" West, a distance of 70.47 feet; thence North 62°14'00" East, a distance of 169.11 feet to the interaction with the Northerly projection of the centerline of "B" Avenue;

Thence South 0°33'35" West, a distance of 98.99 feet to the true point of beginning.

Situate in the County of Skagit, State of Washington.

All of Block 242, "MAP OF THE CITY OF ANACORTES", as per plat recorded in Volume 2 of Plats, page 4, records of Skagit County, Washington, TOGETHER WITH that portion of the West Half of vacated "B" Avenue lying between the North line of Eleventh Street and the Northwesterly boundary of said Block 242 extended Northeasterly, TOGETHER WITH portions of those certain strips, parcels, or tracts of land in Government Lot 5 of Section 13, Township 35 North, Range 1 East, W.M., shown and designated on the said map of the City of Anacortes as "SEATTLE AND NORTHERN RAILWAY COMPANY'S STATION GROUND", and as "RESERVED RIGHT OF WAY FOR THE SEATTLE AND NORTHERN RAILWAY, according to a certain paper in writing in escrow with John P. Hoyt, dated May 28, 1889", described as follows:

Beginning at the intersection of the centerline of "B" Avenue and Eleventh Street as shown on said Plat; thence North 0°27'11" East along the centerline of "B" Avenue a distance of 40.00 feet to the South line of said Block 242 extended Easterly, and the true point of beginning; thence North 0°37'11" East a distance of 177.32 feet to a point on curve which lies 30 feet Southerly (and radially) from the centerline of the railroad, as

now located and constructed, the radius point of said curve being North 20°49'23" West a distance of 985.37 feet from the above described "point on curve"; thence Westerly, on a curve to the right, through a central angle of 3°01'23", an arc distance of 52.01 feet; thence South 72°12'05" West, parallel with and 30 feet distance (southeastern) from the center of said railroad a distance of 13.19 feet to the beginning of a curve to the left having a radius of 925.37 feet; thence along said curve to the left through a central angle of 5°04'10", an arc distance of 81.88 feet, said point being 30 feet southerly (as measured radially) from the centerline of the railroad; thence South 9°13'41" East a distance of 128.45 feet to the point on curve on the original railroad right of way line, said curve having a radius of 7,789.44 feet the radius point of said curve being North 24°48'57" West a distance of 7,789.44 feet from the above described "point on curve"; thence Northeasterly on said curve to the left, through a central angle of 0°00'22", an arc distance of 0.82 feet, to the westerly corner of Block 242; thence South 89°24'09" East along the South line of Block 242 and said South line extended, a distance of 115.13 feet to the true point of beginning;

SUBJECT TO easement for underground truck and/or lateral sewers in favor of the City of Anacortes, a municipal corporation, recorded November 15, 1961, under Auditor's No. 614521, affecting the East eight feet (8') of the West Half of B Avenue produced northerly from the North line of 11<sup>th</sup> Street to Great Northern Railroad right of way.

## EXHIBIT B

**Easement Area Legal Description**

PORTION OF PARCEL P56379:

That portion of the Burlington Northern Railroad designated as reserve right-of-way for the Seattle and Northern Railroad as shown on the "MAP OF THE CITY OF ANACORTES, SKAGIT COUNTY, WASHINGTON", as per plat recorded in Volume 2 of Plats, page 4, records of Skagit County, Washington.

TOGETHER WITH a portion of Tract 14 of Plate No. 8 of the tide and shoreline of Section 13, Township 35 North, Range 1 East, W.M., Anacortes Harbor, all being more particularly described as follows:

Beginning at the intersection of 11<sup>th</sup> Street and "B" Avenue of said Plat:

Thence North 0°33'35" East along the Northerly projection of the centerline of "B" Avenue, a distance of 217.06 feet to the true point of beginning being an intersection with a curve having a radius point bearing North 20°46'49" West, a radial distance of 985.37 feet:

Thence Southwesterly along the arc of said curve to the right through a central angle of 2°58'54", an arc distance of 51.28 feet;

Thence South 72°12'05" West, a distance of 13.20 feet to the beginning of a curve to the left having a radius of 925.36 feet;

Thence along the arc of said curve through a central angle of 5° an arc distance of 81.88 feet;

Thence North 8°56'58" West, a distance of 70.47 feet;

Thence North 62°14'00" East, a distance of 169.11 feet to the intersection with the Northerly projection of the centerline of "B" Avenue;

Thence South 0°33'35" West, a distance of 98.99 feet to the true point of beginning.

EXCEPT the South 10 feet thereof.

Situate in the County of Skagit, State of Washington.