



Skagit County Parks and Facilities Department

Ken Hansen, Director

1730 Continental Place, Mount Vernon, WA, 98273

Phone (360) 416-1179

Email: khansen@skagitcountywa.gov

Invitation to Bid

Project: Guemes Island Road Trail

**Address: Multiple parcels on Guemes Island, Anacortes, WA 98221
(located between 7611 Guemes Island Road and 7883 Guemes Island Road)**

Skagit County Parks Department is requesting bid proposals for a prevailing wage project job to supply all labor, materials, equipment and supervision to construct a 1300' gravel pedestrian path within easements adjacent to the road ROW. All work performed under this contract shall conform to the plan drawings and specifications, as supplemented by any addenda issued for this project. Project shall be complete by December 31, 2026, preferably with all work requiring traffic control completed by December 4 to align with permit window.

Bid Proposal Form and Contractor Certification Form must be received by 4:00 PM on Tuesday, September 22, 2026. County preference is to receive via email with scanned documents attached to khansen@co.skagit.wa.us, although bid can also be delivered to receptionist at 1800 Continental Place, Mount Vernon, WA, or mailed to Skagit County Parks Department, 1730 Continental Place, Mount Vernon, WA 98273. No late proposals will be accepted, and the results will be shared with all vendors that submit a proposal.

The Estimate of the Total Bid Price is one hundred fifty thousand dollars (\$150,000.00).

A non-mandatory pre-bid conference and site visit for prospective bidders will be held on Wednesday, September 9, 2026. The meeting will take place at 10:00 AM requiring transit on the 9:45 AM Guemes Ferry from the ferry terminal at 500 I Ave, Anacortes, WA 98221. The project site is walking distance from the ferry landing on Guemes Island, so there is no need to transport your vehicle on the ferry. Meeting location will be north end of the Guemes Island General Store parking lot. The County Parks Department receives no discounts or benefits in use of the Guemes Ferry. Contractors will be responsible for all passenger and vehicle fares for the site visit and during construction.

Technical questions regarding the project must be submitted to Reid Middleton, Inc. by September 10, 2026 via email to Jeff Jenks, P.E. at jjenks@reidmiddleton.com. Jeff will provide confirmation of the question(s) receipt within 2 business days; if a bidder does not receive such confirmation, it is solely responsible to re-send the question(s). Owner's responses will be provided to all bidders by addendum. No oral responses from the Owner or its representatives may be relied upon by bidders.

CONTRACTOR REGISTRATION:

Pursuant to RCW 39.06, the Bidder shall be registered and licensed as required by the laws of the State of Washington, including but not limited to RCW 18.27.

In order to perform public work, the successful Bidder and Subcontractors, prior to Contract award, shall hold or obtain such licenses and registrations as required by State Statutes and Codes, and Federal and local laws and regulations.

BIDDER RESPONSIBILITY CRITERIA:

To be considered a responsible bidder, the Bidder and the Bidder's subcontractors must meet the Bidder responsibility criteria under RCW [39.04.350](#) (1) & (2). By submitting a bid, the bidder confirms it has read, understands and meets the responsibility criteria. The bidder also confirms it has included those items required to be submitted with the bid as noted in said Section. Additionally, the bidder must:

- A. At the time of bid submittal, have a certificate of registration in compliance with RCW 18.27;
 - at the time of bid, relevant scope to the project, have applicable licensing as a plumber (RCW 18.106), an elevator contractor (RCW 70.87), and/or an electrician's license (RCW 19.28).
- B. Have a current state unified business identifier number.
- C. If applicable, have industrial insurance coverage for the Bidder's employees working in Washington as required in RCW 51; an employment security department number as required in RCW 50; and a state excise tax registration number as required in RCW 82.
- D. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).

Public Works Contract requirements include:

- A. **CONTRACTOR'S CERTIFICATION:** Concerning Labor Standards and Prevailing Wage Requirements. Submit Statement of Intent to Pay Prevailing Wages and Affidavit of Wages Paid via the Washington State Department of Labor and Industries Prevailing Wage Portal).
- B. **RETAINAGE:** Project shall be subject to 5% retainage requirements per RCW 60.28.011 for projects over \$35,000. Contractor may elect to submit a bond in lieu of this contract retainage.
- C. **PAYMENT AND PERFORMANCE BONDS:** One hundred percent of the Contract Price to be executed by the successful bidder and his surety company. The surety on such bonds shall be a duly authorized surety company satisfactory of the Owner. Payment & Performance bonds will be required unless price is below \$150,000 and Contractor opts for 10% retainage in lieu of the bonds per RCW 39.08.010.

RIGHT TO ACCEPT OR REJECT:

The County reserves the right to accept a proposal of the bidder submitting the lowest responsible and responsive bid, to reject any or all bids, revise or cancel the work to be performed, or do the work otherwise, if the best interest of the County is served thereby. The County also reserves the right to postpone the bid award for a period of fifteen (15) calendar days after the bid deadline.

Bids will only be accepted from contractors registered by bid due date on MRSC Rosters, which is Skagit County's designated Small Works Roster. Bid results will be shared with all that submit a bid and posted to the County webpage at <https://www.skagitcounty.net/Departments/rfp/main.htm>.

EQUAL OPPORTUNITY PROVISION:

Skagit County is an Equal Opportunity and Affirmative Action Employer. Small, Minority and Women-Owned firms are encouraged to submit bids. Skagit County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

WITHDRAWAL OF BID:

No proposal may be withdrawn after the time set for the opening thereof, unless the Award of the Contract is delayed for a period of forty-five (45) calendar days.

Reference Documents

The following project documents list is provided for reference, as if they were attached:

- Drawings:
 - Guemes Island Community Trail, 15 sheets, Dated 6/19/2026
- Applicable WSDOT Specifications:
 - [Division 3 Earthwork](#)
 - [Division 4 Aggregates and Bases](#)
 - [Division 5 Surface Treatments and Pavements](#)
 - [Division 7 Drainage Structures, Storm Sewers, Sanitary Sewers, Water Mains, and Conduits](#)
 - [Division 8 Miscellaneous Construction](#)
 - [Division 9 Materials](#)
- Permit Documents:
 - Skagit County Utility Permit (UTIL-2025-0437)
 - Skagit County Land Disturbance Activity (LDA-2026-0039)
- Temporary Easements for Trail Access:
 - Auditor File 202005280115
 - Auditor File 202102180001

General Notes

Bid bond requirement is waived for this small works project. This does not impact Payment and Performance bonds that are required prior to contracting.

Drawings contain notes on standard plan, clearing, grubbing, erosion control, materials, storm drain construction, submittals, hydroseed, and traffic control requirements with majority per WSDOT standards.

The Contractor shall provide submittals for all materials and work items to be performed or installed. A list of submittals shall be prepared and provided to the Owner along with the Schedule of Values.

The Contractor shall remove all demolition materials and construction related debris from the project site at the completion of work. Final site cleanup and restoration to be approved by the County.

Contract will be via County's Vendor Service Agreement (example attached for reference).

SKAGIT COUNTY PARKS & RECREATION
EMAIL TO khansen@co.skagit.wa.us OR DELIVER TO:
1730 CONTINENTAL PLACE, MOUNT VERNON, WA 98273

B I D F O R M

In compliance with the contract documents, the following bid form is submitted:

1) BASE BID (Gravel access road, parking, concrete pad, and stormwater improvements)

_____ \$ _____
(Please print dollar amount in space above) (do not include Washington State Sales Tax)

If the bid amount contains any work which requires trenching exceeding a depth of four feet, all costs for trench safety shall be included in the Base Bid **and indicated above** for adequate trench safety systems in compliance with Chapter 39.04 RCW, 49.17 RCW and WAC 296-155-650. Bidder must include a lump sum dollar amount in blank above (even if the value is \$0.00) to be responsive.

2) BID ALTERNATES (*None*)

(1) _____ \$ _____
(2) _____ \$ _____
(3) _____ \$ _____

Do not include Washington State Sales Tax **in alternate amounts.**

The Owner reserves the right to accept or reject any or all bid prices within sixty (60) days of the bid date.

TIME FOR COMPLETION:

Contract Time - The undersigned hereby agrees to Substantially Complete all the work under the Base Bid (and accepted Alternates) by October 30, 2026.

Final Completion – All the Work shall be fully and finally completed in accordance with the contract documents within 14 calendar days after the date of Substantial Completion.

RECEIPT OF ADDENDA

Receipt of the following addenda is acknowledged:

Addendum No. _____
Addendum No. _____
Addendum No. _____

Addendum No. _____
Addendum No. _____
Addendum No. _____

Name of Firm _____

NOTE: *If Bidder is a corporation, write State of Incorporation; if a partnership, give full names and addresses of all parties below.*

Signed by _____ Official Capacity _____

Print Name _____

Address _____

City _____ State _____ Zip Code _____

Date _____ Telephone _____ Email _____

State of Washington Contractor's License No. _____

Federal Tax ID # _____ E-mail address: _____

Employment Security Department No. _____

CONTRACTOR CERTIFICATION
WAGE THEFT PREVENTION – RESPONSIBLE BIDDER CRITERIA
WASHINGTON STATE PUBLIC WORKS CONTRACTS

Return this signed “Contractor Certification” with your signed Bid Form

Prior to awarding a public works contract, Skagit County Parks, Recreation, Fair and Facilities Department is required to determine that a bidder meets the responsibility criteria to be considered a ‘responsible bidder’ and is qualified to be awarded a public works project. See [RCW 39.04.350\(1\)\(g\) & \(2\)](#). Pursuant to legislative enactment in 2017, the responsibility criteria include a contractor certification that the contractor has not willfully violated Washington’s wage laws. See Chap. 258, 2017 Laws (enacting SSB 5301).

I hereby certify, on behalf of the firm identified below, as follows (check one):

- ☐ **NO WAGE VIOLATIONS.** This firm has NOT been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in [RCW 49.48.082](#), any provision of RCW chapters [49.46](#), [49.48](#), or [49.52](#) within three (3) years prior to the date of the above-referenced procurement solicitation date.

OR

- ☐ **VIOLATIONS OF WAGE LAWS.** This firm has been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in [RCW 49.48.082](#), a provision of RCW chapters [49.46](#), [49.48](#), or [49.52](#) within three (3) years prior to the date of the above-referenced procurement solicitation date.

I hereby certify, under penalty of perjury under the laws of the State of Washington, that the certifications herein are true and correct and that I am authorized to make these certifications on behalf of the firm listed herein.

FIRM NAME: _____
Name of Contractor/Bidder – Print full legal entity name of firm

By: _____
Signature of authorized person Print Name of person making certifications for firm

Title: _____ Place: _____
Title of person signing certificate Print city and state where signed

Date: _____

VENDOR SERVICES AGREEMENT

Skagit County, through the Department of Parks, Recreation, Fair, and Facilities (hereinafter referred to as County) and _____ (hereinafter referred to as Contractor), for and in consideration of the mutual benefits do hereby agree as follows:

1. Contractor will provide the following service/products at such time and in such manner as described in **“Exhibit A”**.
2. County will compensate Contractor a maximum of \$_____ plus any applicable taxes, chargeable to GL expenditure code(s) #, or any others that may apply.
3. The parties agree that Contractor is an independent contractor, and not an employee nor agent of Skagit County. Contractor hereby agrees not to make any representations to any third party, nor to allow such third party to remain under the misimpression that Contractor is an employee of Skagit County. All payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent contractor. Contractor will defend, indemnify and hold harmless the County, its officers, agents or employees from any loss or expense, including but not limited to settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph. Further the Contractor represents that all employees and sub-contractors are covered under Industrial Insurance in compliance with R.C.W. Title 51.
4. **Defense & Indemnity Agreement:**
The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, its subcontractors, its elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.
5. This Contract shall commence on date of execution and continue until either party terminates by giving 30 days notice in writing either personally delivered or mailed postage prepaid by certified mail, return receipt requested to the party's last known address, but in no event shall the contract continue for beyond December 31, 2026.
6. The Contractor shall not assign any interest in this Contract and shall not transfer any interest in same without prior written County consent.
7. The Contractor will secure, at his own expense, all personnel required in performing said services under this Contract. Contractor shall be personally liable for applicable payroll, labor and industries premiums and all applicable taxes and shall hold County harmless therefrom.
8. The Contractor shall provide proof of insurance for general comprehensive liability in the amount of \$1,000,000 to cover Contractor's activities during the term of this Contract. Proof of insurance shall be in a form acceptable and approved by the County. A certificate of insurance naming the County, its elected officials, and employees as additional insured's and naming the County as a certificate holder shall

accompany this Contract for signing. Thirty (30) days' written notice to the County of cancellation of the insurance policy is required. No contract shall form until and unless a copy of the certificate of insurance, in the amount required, is attached hereto as set forth in "**Exhibit "B"**". The contractors insurance shall be primary. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of Contractors insurance and shall not contribute to it.

9. Prevailing Wages:

Contractor and subcontractor shall submit a "Statement of Intent to Pay Prevailing Wages" prior to submitting first application for payment. Each statement of intent to pay prevailing wages must be approved by the Industrial Statistician of the Department of Labor and Industries before it is submitted to the County. Unless otherwise authorized by the Department of Labor and Industries, each voucher claim submitted by a Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the pre-filed statement or statements of Intent to Pay Prevailing Wages on file with the public agency.

10. Termination for Public Convenience:

The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion that such termination is in the best interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County. If sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the County will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to the County in the event this provision applies.

11. County will add selected project into the Washington State L&I Portal.

CONTRACTOR:

Signature & Title of Signatory
(Date _____)

Print Name

Title

Mailing Address:

Telephone No. _____
Fed. Tax ID # _____
Contractor Lic. #. _____

Example

DATED this ____ day of _____, 2026.

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

Ron Wesen, Chair

Peter Browning, Commissioner

Attest:

Joe Burns, Commissioner

Clerk of the Board

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

Recommended:

County Administrator

Department Head

Approved as to form:

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Risk Manager

Approved as to budget:

Budget & Finance Director

EXHIBIT "A"

SCOPE OF SERVICES

Project Title:

Location:

Notes:

- An Intent to Pay Prevailing Wages will need to be filed with the Department of Labor and Industries for value and duration of the contract prior to any work, with Affidavits filed prior to the County submitting a Notice of Completion. Contractor will file an affidavit annually for applicable unit price or service contracts. Intent and affidavit instructions can be located at <https://lni.wa.gov/licensing-permits/public-works-projects/contractors-employers/>.
- Prevailing wage rates may be found at <https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>.
- Washington State Sales Tax Rate: <https://webgis.dor.wa.gov/taxratelookup/SalesTax.aspx> shall be added to the contract based on location of services.
- All identified deficiencies shall be shared with Skagit County Facilities Management for option to correct with County technicians or to authorize Contractor to make repairs.
- It will be the responsibility of the Contractor to obtain any necessary city, state or federal permits, and all inspections will be scheduled by the Contractor including being onsite for all inspections and coordinated with Skagit County Facilities Staff.
- *No trip, fuel, mileage, or energy surcharge will be charged by vendor for any service
- Payment & Performance bonds are required for all contracts above \$5000. If contract value is below \$150,000, Contractor may elect to use 10% retainage in lieu of the bonds per RCW 39.08.010. This retainage would be in addition to mandatory 5% retainage requirements for all public works contracts great than \$35,000 per RCW 60.28.011.

EXHIBIT "B"

PROOF OF INSURANCE

The Contractor shall provide proof of insurance for Commercial General Liability or Professional Liability in the amount of \$1,000,000.00 to cover Contractor's activities during the term of this Contract. Proof of insurance shall be in a form acceptable and approved by the County. Contractors insurance shall be primary.

The type of insurance required by this Agreement is marked below.

- ☒ 1) Commercial General Liability Insurance
Certificate Holder – Skagit County
**The Certificate must name the County as additional insured:
Skagit County, its elected officials, officers and employees
are named as additional insured.**
Thirty (30) days written notice to the County of cancellation
of the insurance policy.
- ☐ 2) Professional Liability
Certificate Holder – Skagit County
Thirty (30) days written notice to the County of cancellation
of the insurance policy

NOTE: No contract shall form until and unless a copy of the Certificate of Insurance, properly completed and in the amount required, is attached hereto.

- ☐ 3) Insurance is waived

Date: _____
Risk Manager

DECLARATION OF OPTION FOR MANAGEMENT OF STATUTORY RETAINED PERCENTAGE

- ☐ **5% RETAINAGE FOR ALL PUBLIC WORK CONTRACTS > \$35,000 (RCW 60.28.011)**
☐ **10% RETAINAGE OPTION IN LIEU OF PAYMENT AND PERFORMANCE BONDS FOR PUBLIC WORK CONTRACTS < \$150,000 (RCW 39.08.010)**

Note: This form must be submitted at the time the Contractor executes the contract. Contractor shall designate the option desired by checking the appropriate space.

Monies reserved under provisions of **Chapter 60.28 RCW**, at the option of the Contractor, shall be:

- ☐ 1. I hereby elect to have the retained percentage of this contract held in a fund by Skagit County in a non-interest bearing account.
- ☐ 2. I hereby elect to have Skagit County deposit the retained percentage of this contract in an interest bearing account, not subject to withdrawal until after final acceptance of the work.

I hereby further agree to open the interest-bearing account in a qualified financial institution. I further agree to provide instructions to the bank to provide Skagit County Parks with a monthly account statement to the attention of the Project Manager. Prior to Skagit County depositing any funds into the account, the CONTRACTOR shall obtain a letter from the financial institution on their letterhead stating the account number and bank address and confirming they will not release any funds until authorized in writing by Skagit County.

- ☐ 3. I hereby elect to have Skagit County invest the retained percentage of this contract from time to time as such retained percentage accrues.

I hereby designate _____ as the repository for the escrow of said funds.

I hereby further agree to be fully responsible for payment of all costs or fees incurred as a result of placing said retained percentage in escrow and investing it as authorized by statute.

Skagit County shall not be liable in any way for any costs or fees in connection therewith. Prior to Skagit County investing any funds in an escrow account, the CONTRACTOR shall obtain an escrow agreement from the repository stating their acceptance of the account, the account number and a statement that they will not release any funds until authorized in writing by Skagit County. Additionally, Skagit County Public Works will require a monthly statement from the bank for the escrow account.

- ☐ 4. I hereby elect to obtain a Retainage Bond acceptable to Skagit County, and agree to provide the original bond to the County. I acknowledge that no retainage will be held by Skagit County from the CONTRACTOR when Skagit County has received an acceptable bond.

The Contractor in choosing option (2) or (3) agrees to assume full responsibility to pay all costs which may accrue from escrow services, brokerage charges or both, and further agrees to assume all risks in connection with the investment of the retained percentages in securities.

Company Name

Date

Authorized Signature

Title

Print Name

Phone Number



Skagit County
1800 Continental Pl
Mount Vernon, WA 98273

Permit

Permit NO.: LDA-2026-0039

Permit Type: **Land Disturbance Activity**
Work Classification: **Land Disturbance Activity**

Permit Status: **Issued**

Issue Date: **06/04/2026**

Expiration: 06/03/2029

Location Address

7549 GUEMES ISLAND ROAD, ANACORTES, WA 98221

Parcel Number

P31341

Contacts

Brian Adams **Owner**
Skagit County Parks 1730 Continental Place Mount Vernon, WA,
Anacortes, WA 98273
(360)416-1356 ext _ briana@co.skagit.wa.us

Adams Brian **Owner**
1730 Continental Pl Mount Vernon WA
(360)416-1356 briana@co.skagit.wa.us

Jeffrey Jenks **Applicant**
728 134th ST SW Suite 200 Suite 200, Everett, WA 98204
(425)248-2917 jjjenks@reidmiddleton.com

Marie Henry **Applicant**
1730 Continental Place, Mount Vernon, WA 98273
(360)416-1355 mahenry@co.skagit.wa.us

Description: Gravel trail along east side of Guemes Island Road from the existing General Store driveway to the existing sidewalk at Guemes Island Community Church. Trail will be in easements or the road right-of-way.

Valuation: **\$0.00**
Total Sq Feet: **0.00**

Inspection Requests:

Inspections must be requested no later than 3:30 the previous day. Please request your inspections in Civic Access

Fees	Amount
LDA Clearing Fee	\$1,250.00
LDA Grading & Drainage Fee	\$2,475.00
Technology Fee	\$279.38
Total:	\$4,004.38

Payments	Amt Paid
Total Fees	\$4,004.38
Credit Card	\$4,004.38
Amount Due:	\$0.00

Inspections:	
Inspection Type	
108 Temporary Erosion and Sediment Control	
800 Dispersion	
840 Site Stabilization	
(LDA) Land Disturbance Final	

This permit, or a copy of it, shall be kept on site until project completion. Any alterations to the approved documents for this permit require a revised submittal.

Issued By: Veronica Blackburn

June 04, 2026

Date

Permit_Signature_2

Date



Skagit County
1800 Continental Pl
Mount Vernon, WA 98273

Permit

Permit NO.: UTIL-2025-0437

Permit Type: **Utility Permit**

Work Classification: **Utility Permits**

Permit Status: **Issued**

Issue Date: **08/06/2026**

Expiration: 12/04/2026

Location Address

Parcel Number

P31346

Contacts

Ken Hanse
1730 Continental Place, Mount Vernon, WA 98273
(360)416-1179
Utility Owner
khansen@co.skagit.wa.us

Ken Hanse
1730 Continental Place, Mount Vernon, WA 98273
(360)416-1179
Applicant
khansen@co.skagit.wa.us

Marie Henry
1730 Continental Place, Mount Vernon, WA 98273
(360)416-1355
General Contractor
mahenry@co.skagit.wa.us

Jeffrey Jenks
728 134th ST SW Suite 200 Suite 200, Everett, WA 98204
(425)248-2917
Engineer
jjenks@reidmiddleton.com

Description: This will be a pedestrian trail along the ROW extending into private property. existing license agreements are in place to utilize private property for portions of the trail. Two existing and surveyed wetlands. Both permitted trail use. Existing concrete and gravel trail on multiple parcels. 2 phase project. This is an application for Phase 1. Phase 2 is to connect to Schoolhouse Park

Valuation: **\$0.00**

Total Sq Feet: **0.00**

Inspection Requests:

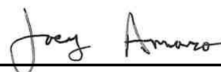
Inspections must be requested no later than 3:30 the previous day. Please request your inspections in Civic Access

Fees	Amount
UTIL Class A	\$225.00
Total:	\$225.00

Payments	Amt Paid
Total Fees	\$225.00
Credit Card	\$225.00
Amount Due:	\$0.00

Inspections:	
Inspection Type	
(ROW) Traffic Control	
(ROW) Final Inspection	

This permit, or a copy of it, shall be kept on site until project completion. Any alterations to the approved documents for this permit require a revised submittal.



Issued By: Joe Amaro

August 06, 2026

Date

Permit_Signature_2

Date



202005280115

05/28/2020 03:56 PM Pages: 1 of 9 Fees: \$111.50
Skagit County Auditor

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

EASEMENT
MAY 28 2020

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

DOCUMENT TITLE: Temporary Easement for Trail Access

REFERENCE NUMBER OF RELATED DOCUMENT: N/A

GRANTOR(S): Ferry Landing, LLC, a Washington limited liability company

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

ASSESSOR'S PARCEL NUMBER(S): P31346 (XrefID: 350112-0-017-0005).

ABBREVIATED LEGAL DESCRIPTION: An easement located on a portion of real property described as follows: (0.9500 ac) TAX 5E W1/5 OF FOL DES PROP BEG AT PT WH SHRLN INTER N & S C/L OF SEC TH N AL GSD C/L TO PT 716FT N OF N LI OF FRONT S TTH E 342FT TH S TO SHRLN TH IN SWLY DIR ALG SHRLN TO POB LESS RD, as more particularly described at Exhibit "A"; Situate in Skagit County, State of Washington.

Temporary Easement for Trail Access

The undersigned, **Ferry Landing, LLC**, a Washington limited liability company ("Grantor" 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 temporary and non-exclusive public trail easement (herein the "Temporary Easement"), as provided herein. Grantor and Grantee may be individually referred to herein as a "party", and may be collectively referred to herein as the "parties."

WHEREAS, the Grantor is the owner of certain real property located in Skagit County, Washington, commonly described as Skagit County Assessor Parcel Number: P31346, and as more particularly described by the legal description attached hereto as **Exhibit "A"** and incorporated herein by reference ("Grantor's Property").

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

1. Nature and Location of Temporary Easement. Grantor hereby grants, dedicates, and conveys to Grantee and to the public a temporary and non-exclusive easement for the

purposes set forth herein (the "Temporary Easement") over, under, across, and through that certain portion of Grantor's Property, as legally described at Exhibit "B", and as generally depicted in Exhibit "C", attached hereto and incorporated by reference (herein the "Temporary Easement Area"), subject to the terms and conditions set forth in this Temporary Easement agreement herein. The Temporary Easement Area shall be located on the westernmost ten (10) feet of the Grantor's Property.

2. Purpose and Use of Temporary Easement.

(a) Grantee, its agents, employees, contractors, designees, successors, and/or assigns, including members of the public, shall have the right, without prior notice to Grantor, and at all times, to enter upon and use the Temporary Easement Area for the purpose of a public non-motorized trail; provided, however that the Grantee must obtain written approval from Grantor of the final trail design and construction prior to the Temporary Easement Area being open to the public. The design will ensure that the actual trail will be within ten (10) feet of the curb. Grantee must obtain prior written approval from Grantor of the design and plans for the trail, the construction methods employed, and any on-site construction or improvement activities as they occur, including, but not limited to, any and all non-motorized trail improvements in the Temporary Easement Area (including, but not limited to, the placement of signage, gravel, grading, bollards, and/or other similar trail improvements); provided, that nothing in this Temporary Easement agreement herein shall obligate Grantee to commence or complete any specific improvements whatsoever to the Temporary Easement Area within any particular period of time; provided further, however, that if Grantor provides Grantee with such consent, Grantee shall use reasonable efforts to complete all work as soon as reasonably practicable, and to reasonably minimize interference with Grantor's use of Grantor's Property.

(b) Grantee shall not construct or allow any vehicular parking or parking area within the Temporary Easement Area. The Temporary Easement Area shall not be used for horse riding, hunting or camping, and unleashed dogs may not be permitted in the Temporary Easement Area. Public use and access shall be limited to the Temporary Easement Area. No motorized vehicles or equipment may be used in the Temporary Easement Area without the permission of Grantor (except for work on the trail by Grantee, or in emergency circumstances). Grantee shall be responsible for taking reasonable actions to attempt to enforce the terms of this Temporary Easement with respect to public use and access of the Temporary Easement Area, in accordance with applicable state and local laws and regulations. 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 Temporary Easement Agreement.

3. Indemnification. To the extent permitted by law, Grantee shall indemnify and hold Grantor and Dog Island Goods, LLC, a Washington limited liability company (as operator of the business on Grantor's Property) harmless from any and all claims, actions, damages or liability occasioned wholly or in part by any act or omission by Grantee, its agents, employees, contractors, designees, successors, and/or assigns, relating to the use, construction, maintenance, operation or repair of the public trail located within the Temporary Easement Area, except to the extent attributable to the acts or omissions of Grantor and/or, Grantor's agents, employees, contractors, and/or invitees, or Dog Island Goods, LLC, a Washington limited liability company.

4. No Interference with Temporary Easement. Grantor shall have reasonable use of Grantor's Property within the Temporary Easement Area, so long as such use by Grantor does not unreasonably interfere with the Grantee's use of the Easement Area and the rights herein granted.

5. Reservation to Grantor. Grantor shall otherwise have the right to use the Temporary Easement Area for any purpose not inconsistent with the full use and enjoyment of the Temporary Easement Area by Grantee, its successors and assigns, of the rights and privilege herein granted. Grantor retains the right to permit, allow, build, consent to be built, and/or construct permitted routes of access, including driveways, across the Temporary Easement Area within any particular period of time. In the event Grantor elects to make any such improvements, Grantor shall use reasonable efforts to complete all work as soon as reasonably practicable, and to reasonably minimize interference with Grantee's use of the Temporary Easement Area (including use by the public). The parties agree that the terms of this Temporary Easement agreement are not intended (and shall not be construed) to unreasonably interfere with Grantor's ability to develop and use the Grantor's Property for all lawful residential, commercial, and/or agricultural purposes.

6. Governing Law; Venue. This Temporary 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. Term: This Temporary Easement shall become effective upon recording (as provided per Section 9, below), and shall continue for an initial term of ten (10) years, unless sooner terminated by Grantor, as provided herein. This Temporary Easement agreement may be renewed by mutual agreement of the parties, by duly executed subsequent written amendment to this Temporary Easement agreement, to be effective upon recording with the Skagit County Auditor. Upon the expiration or termination of this Temporary Easement agreement, Grantee shall reasonably restore the Temporary Easement Area on Grantor's property to a condition substantially similar as existed prior to the execution and recording of this Temporary Easement agreement, upon the written request of Grantor.

8. Termination: The Grantor may terminate this Temporary Easement agreement, upon providing ninety (90) days notice in writing to Grantee, either personally delivered, or mailed postage-prepaid by certified mail, return receipt requested.

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

GRANTOR:

Ferry Landing, LLC, a Washington limited liability company.

DATED this 8 day of May, 2020.

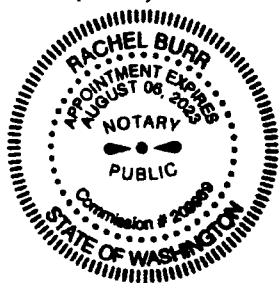
By: Mark D. Linnemann
Mark D. Linnemann, Governor

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Mark D. Linnemann, as Governor of Ferry Landing, LLC, a Washington limited liability company, is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his duty authorized free and voluntary act and deed, with full knowledge of its contents, for the uses and purposes mentioned in the instrument.

DATED this 8th day of May, 2020.

(SEAL)



Rachel Burr
Notary Public
Print name: Rachel Burr
Residing at: Anacortes, WA
My appointment expires: 8/16/2023

GRANTEE:

DATED this 24 day of May, 2020.

BOARD OF COUNTY
COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

Ron Wesen
Ron Wesen, Chair
Kenneth A. Dahlstedt
Kenneth A. Dahlstedt, Commissioner
Lisa Janicki
Lisa Janicki, Commissioner

Attest:

Amber Epps
Clerk of the Board

Authorization per Resolution
R20160001:

Recommended:

[Signature]
Department Head

County Administrator

Approved as to form:

[Signature] 5/15/20
Chief Deputy Prosecuting Attorney

Approved as to indemnification:

[Signature] (5-18-20)
Risk Manager

Approved as to budget:

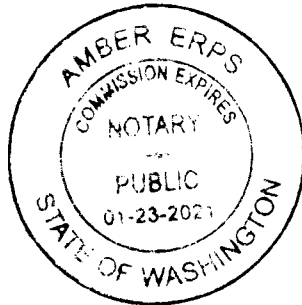
[Signature]
Budget & Finance Director

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Lisa Janicki, Ron Wesen, and 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 24 day of May, 2020.

(SEAL)



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

EXHIBIT "A"

LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

Parcel 31346

The East 62.40 feet of the West 92.40 feet of Government Lot 2, Section 12, Township 25 North, Range 1 East, W.M., as measured at right angles to the West line of said Government Lot 2

EXCEPT the North 418.18 feet of said Government Lot 2.

AND EXCEPT Front Street as shown on the "Plat of the Town of Paxton" as per plat recorded in Volume 2 of Plats, page 72, records of Skagit County, Washington.

AND ALSO EXCEPT County road.

EXHIBIT "B"

LEGAL DESCRIPTION OF TEMPORARY EASEMENT AREA

A temporary, non-exclusive public non-motorized trail easement located on a portion of Grantor's Property (commonly identified as Parcel Number: P31346, and as described as follows:

A ten (10) foot wide strip of land that is comprised of the westernmost ten (10) feet of Grantor's aforementioned Property, paralleling the Skagit County Road right-of-way known as Guemes Island Road (County Road # 18410). Said Temporary Easement Area begins at the westernmost boundary of Grantor's Property, as adjacent to the Skagit County road right of way for Guemes Island Road (County Road # 18410), and extends ten (10) feet eastward. Said Temporary Easement Area extends from the southerly boundary of the Grantor's Property to the northerly boundary of the Grantor's Property.

Situate in Skagit County, State of Washington.

EXHIBIT "C"

Exhibit "C"

DEPICTION OF TEMPORARY EASEMENT AREA



Approximate location of easement area is highlighted by the yellow lines. Refer to legal description for exact location and boundaries.



202102180001

Recording Requested By And
When Recorded Mail To:

02/18/2021 08:30 AM Pages: 1 of 13 Fees: \$115.50
Skagit County Auditor

Skagit County
Skagit County Parks, Recreation, and Fair
Attn: Mr. Brian Adams, Director
1730 Continental Place
Mount Vernon, WA 98273

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

FEB 18 2021

Amount Paid \$ ✓
Skagit Co. Treasurer
By *MH* Deputy

DOCUMENT TITLE: Temporary Easement for Trail Access

SKAGIT COUNTY
Contract # C20210082
Page 1 of 13

REFERENCE NUMBER OF RELATED DOCUMENT: N/A

GRANTOR(S): Humble Family Limited Partnership, LP, a Washington limited partnership

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

**ASSESSOR'S PARCEL NUMBER(S): P109164 (XrefID: 350112-4-004-0100);
P31472 (XrefID: 350112-4-002-0000); and,
P113802 (XrefID: 350112-4-002-0200).**

ABBREVIATED LEGAL DESCRIPTION: An easement located on a portion of real property described as follows: (3.7900 ac) CU F&A #79 AF#8002040020 1981: THE WEST 660 FEET OF LOT 2 LESS PLATTED & TRACT & EXCEPT FOLLOWING DESCRIBED TRACT: BLOCKS 9 & 10 IN VACATED PLAT OF TOWN OF PAXTON TOGETHER WITH THOSE PORTIONS OF ADJACENT TYLER STREET, FRANKLIN STREET, GUEMES AVENUE & SEATTLE AVENUE WHICH, UPON VACATION, ATTACHED THERETO BY OPERATION OF LAW ALSO EXCEPT LOTS A & B OF SHORT PLAT#60-72; and (5.8000 ac) CU F&A #79 AF#8002040020 1981: THAT PORTION OF BLOCK 11 AND THE STREETS ATTACHED TO THE PLAT OF TOWN OF PAXTON LYING NORTH OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE NW CORNER OF BLOCK 12 OF SAID PLAT: THENCE SOUTH 00-36-45 WEST ALONG THE WEST LINE THEREOF, 100 FEET TO THE POINT OF BEGINNING OF THIS LINE DESCRIPTION; THENCE SOUTH 89-23-27 EAST, 597.64 TO A POINT ON THE EAST LINE OF SAID BLOCK 11 OF SAID PLAT WHICH IS 100 FEET SOUTH OF THE NE CORNER THEREOF; THENCE CONTINUING SOUTH 89-23-27 EAST, 25 FEET TO THE EAST LINE OF SEATTLE AVENUE AS SHOWN ON SAID PLAT AND TERMINAL POINT OF THIS DESCRIPTION; and (5.7800 ac) CU F&A #79 AF#8002040020 1981: BLOCKS 15,16,17 AND 18 OF THE PLAT OF TOWN OF PAXTON TOGETHER WITH THOSE PORTIONS OF ADJACENT VICTORIA STREET, YORK STREET, UNION STREET, GUEMES AVENUE, AND SEATTLE AVENUE ATTACHED EXCEPT THE WEST 208 FEET OF THE SOUTH 446.25 FEET OF THE NORTH 647.25 FEET OF THE W1/2 OF THE NW1/4 SE1/4 AND EXCEPT COUNTY ROAD, as more particularly described at Exhibit "A"; Situate on Guemes Island in Skagit County, State of Washington.

TEMPORARY TRAIL EASEMENT

The undersigned, **Humble Family Limited Partnership, LP**, a Washington limited partnership ("Grantor" 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 temporary and non-exclusive trail easement (herein the "Temporary Easement") as provided herein. Grantor and Grantee may be individually referred to herein as a "party", and may be collectively referred to herein as the "parties."

WHEREAS, the Grantor is the owner of certain real property located in Skagit County, Washington, commonly described as Skagit County Assessor Parcel Numbers P109164, P31472, and P113802, and as more particularly described by the legal description attached hereto as **Exhibit "A"** and incorporated herein by reference ("Grantor's Property").

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

1. Nature and Location of Temporary Easement. Grantor hereby grants, dedicates, and conveys to Grantee and to the public a temporary and non-exclusive easement for the purposes set forth herein (the "Temporary Easement") over, under, across, and through that certain portion of Grantor's Property, as legally described at **Exhibit "B"**, and as generally depicted in **Exhibit "C"**, attached hereto and incorporated by reference (herein the "Temporary Easement Area"), subject to the terms and conditions set forth in this Temporary Easement agreement herein. The Temporary Easement Area shall be located on the westernmost ten (10) feet of the Grantor's Property. The Temporary Easement Area shall be marked by Grantee by the placement of stakes and/or markers at all four corners of the Temporary Easement Area as located on Grantor's Property. All of Grantor's property markers in the vicinity of the trail will be left in place.

2. Purpose and Use of Temporary Easement. (a) Grantee, its agents, employees, contractors, designees, successors, and/or assigns, including members of the public, shall have the right, without prior notice to Grantor, and at all times, to enter upon and use the Temporary Easement Area for the purpose of a public non-motorized trail; provided, however that the Grantee must obtain written approval from Grantor of the final trail design and construction prior to the Temporary Easement Area being constructed and opened to the public. The trail design will ensure that the actual public non-motorized trail surface shall be entirely located only within Temporary Easement Area. Nothing in this Temporary Easement agreement herein shall obligate Grantee to commence or complete any specific improvements whatsoever to the Temporary Easement Area within any particular period of time; provided further however, that if Grantor provides Grantee with such consent, Grantee shall use reasonable efforts to complete all work as soon as reasonably practicable, and to reasonably minimize interference with Grantor's use of Grantor's Property.

(b) Grantee shall not construct or allow any vehicular parking or parking area within the Temporary Easement Area. The Temporary Easement Area shall not be used for horse riding, hunting or camping, and unleashed dogs may not be permitted in the Temporary Easement Area. Public use and access shall be limited to the Temporary Easement Area. No motorized vehicles or equipment may be used in the Temporary Easement Area without the permission of Grantor (except for work on the trail by Grantee, or in emergency circumstances). Grantee shall be responsible for taking reasonable actions to enforce the terms of this Temporary Easement with respect to public use and access of the Temporary Easement Area, in accordance with applicable state and local laws and regulations. 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 Temporary Easement Agreement.

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

4. No Interference with Temporary Easement. Grantor shall have reasonable use of Grantor's Property within the Temporary Easement Area, so long as such use by Grantor does not unreasonably interfere with the Grantee's use of the Temporary Easement Area and the rights herein granted.

5. Reservation to Grantor. Grantor shall otherwise have the right to use the Temporary Easement Area for any purpose not inconsistent with the full use and enjoyment of the Temporary Easement Area by Grantee, its successors and assigns, of the rights and privilege herein granted. Grantor retains the right to permit, allow, build, consent to be built, and/or construct permitted routes of access, including driveways, across the Temporary Easement Area within any particular period of time. In the event Grantor elects to make any such improvements, Grantor shall use reasonable efforts to complete all work as soon as reasonably practicable, and to reasonably minimize interference with Grantee's use of the Temporary Easement Area (including use by the public). The parties agree that the terms of this Temporary Easement agreement are not intended (and shall not be construed) to unreasonably interfere with Grantor's ability to develop and use the Grantor's Property for all lawful residential, commercial, and/or agricultural purposes.

6. Governing Law; Venue. This Temporary 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 Temporary Easement agreement shall be in Skagit County, State of Washington.

7. Term. This Temporary Easement shall become effective upon recording (as provided per Section 9, below), and shall continue for an initial term of ten (10) years, unless sooner terminated by Grantor, as provided herein. This Temporary Easement agreement may be renewed by mutual agreement of the parties, by duly executed subsequent written amendment to this Temporary Easement agreement, to be effective

upon recording with the Skagit County Auditor. Upon the expiration or termination of this Temporary Easement agreement, Grantee shall reasonably restore the Temporary Easement Area on Grantor's property to a condition substantially similar as existed prior to the execution and recording of this Temporary Easement agreement, upon the written request of Grantor.

8. Termination: The Grantor may terminate this Temporary Easement agreement, upon providing ninety (90) days of notice in writing to Grantee, either personally delivered, or mailed postage-prepaid by certified mail, return receipt requested.

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

GRANTOR:

Humble Family Limited Partnership, LP, a Washington limited partnership.

DATED this 5TH day of FEBRUARY, 2021.

By: Clive Humble
Clive Humble, Governor

DATED this 5TH day of February, 2021.

By: Diane Humble
Diane Humble, Governor

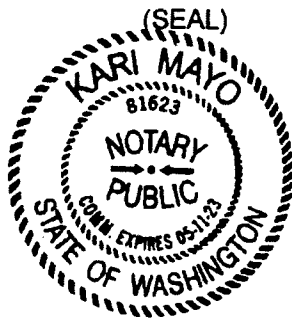
STATE OF WASHINGTON

ss.

COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that Clive Humble and Diane Humble, as Governors of the Humble Family Limited Partnership, LP, a Washington limited partnership, are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their duly authorized free and voluntary act and deed, with full knowledge of its contents, for the uses and purposes mentioned in the instrument.

DATED this 5th day of FEB., 2021.



[Signature]
Notary Public

Print name: KARI P. MAYO

Residing at: STANWOOD WA

My appointment expires: 5-11-2023

GRANTEE:

DATED this 16 day of February, 2021.

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

Lisa Janicki
Lisa Janicki, Chair

~~Peter Browning~~ Commissioner
~~ABSENT~~

Ron Wesen, Commissioner

Attest:

Linda Hamme
Clerk of the Board

Authorization per Resolution R20160001

Recommended:

ELC
Department Head

County Administrator

Approved as to form:

~~[Signature]~~ 2/10/21
Clerk Deputy Prosecuting Attorney

Approved as to indemnification:

[Signature]
Risk Manager

Approved as to budget:

Lisha Lagne
Budget & Finance Director

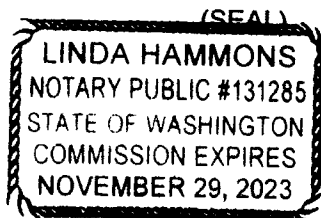
STATE OF WASHINGTON

ss.

COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that Lisa Janicki, Peter Browning, and/or Ron Wesen, 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 16 day of February, 2021.



Linda Hammons
Notary Public
Print name: Linda Hammons
Residing at: Skagit County, WA
My appointment expires: 11-29-2023

EXHIBIT "A"

LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

Parcel P109164, Parcel P31472, Parcel P113802

THE FOLLOWING LOTS, CERTIFIED BY SKAGIT COUNTY MARCH 6, 1996, AND AMENDED AUGUST 12, 1996, IN THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 35 NORTH, RANGE 1 EAST, W.M., PER QUIT CLAIM DEED FILED UNDER AUTITOR'S FILE NO. 9709040053

P109164

PARCEL 1

BLOCKS 2, 3, 4, 5, 6, 7, AND 8 OF THE PLAT OF "TOWN OF PAXTON" RECORDED IN VOLUME 2 OF PLATS AT PAGE 30 RECORDS OF SKAGIT COUNTY, WASHINGTON: TOGETHER WITH THOSE PORTIONS OF ADJACENT FRONT STREET, RACE STREET, VINE STREET, TYLER STREET, GUEMES AVENUE, AND SEATTLE AVENUE ATTACHED THERETO BY OPERATION OF LAW: EXCEPT THAT PORTION OF WEST 217.20 FEET OF GOVERNMENT LOT 2 WHICH LIES SOUTH OF THE NORTH 418.18 FEET THEREOF; AND EXCEPT THAT PORTION WITHIN TRACT "A" AND TRACT "B" OF SHORT PLAT NUMBER 60-72, APPROVED SEPTEMBER 13, 1972; AND EXCEPT COUNTY ROAD.

SITUATED IN SKAGIT COUNTY, WASHINGTON.

P31472

PARCEL 3

BLOCK 13 AND BLOCK 14 AND THE STREETS ATTACHED THERETO BY THE OPERATION OF LAW, OF THE PLAT OF "TOWN OF PAXTON", RECORDED IN VOLUME 2 OF PLATS, AT PAGE 30, RECORDS OF SKAGIT COUNTY, TOGETHER WITH THAT PORTION OF BLOCKS 11 AND 12 OF SAID PLAT AND THE STREETS ATTACHED THERETO BY OPERATION OF LAW LYING NORTH OF THE FOLLOWING DESCRIBED LINE:
COMMENCING AT THE NORTHWEST CORNER OF BLOCK 12 OF SAID PLAT; THENCE SOUTH 00°36'45" WEST ALONG THE WEST LINE THEREOF, A DISTANCE OF 100 FEET, TO THE POINT OF BEGINNING OF THIS LINE DESCRIPTION; THENCE SOUTH 89°23'27" EAST; A DISTANCE OF 597.64 FEET TO A POINT ON THE EAST LINE OF BLOCK 11 OF THE PLAT OF "TOWN OF PAXTON", WHICH IS 100 FEET SOUTH OF THE NORTHEAST CORNER THEREOF; THENCE CONTINUING 89°23'27" EAST, A DISTANCE OF 25.00 FEET TO THE EAST LINE OF SEATTLE AVENUE, AS SHOWN ON SAID PLAT, AND THE TERMINAL POINT OF THIS DESCRIPTION; EXCEPT COUNTY ROAD ALONG THE WEST SIDE OF SAID BLOCK 12.

SITUATED IN SKAGIT COUNTY, STATE OF WASHINGTON.

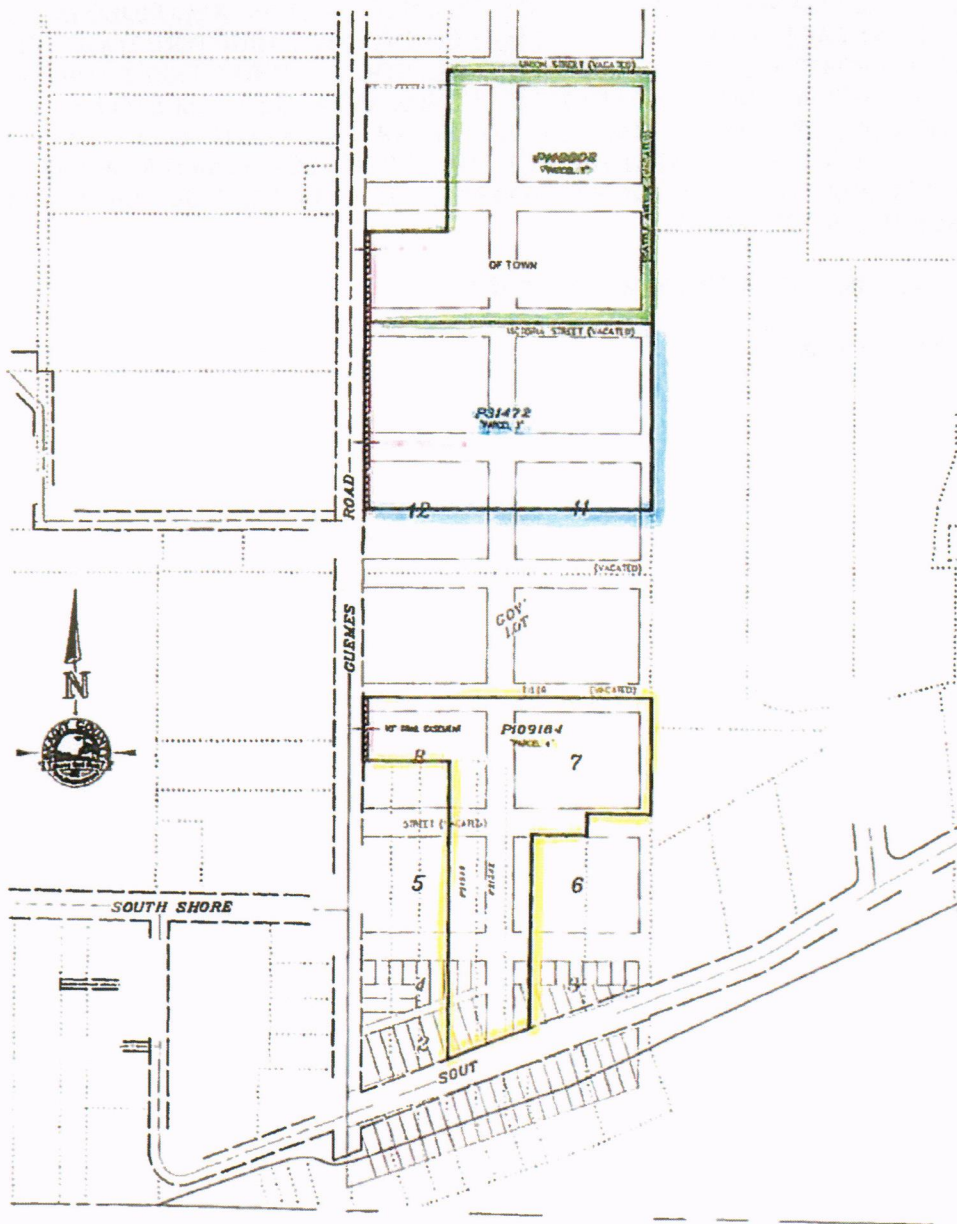
P113802

PARCEL 4:

BLOCKS 15, 16, 17, AND 18 OF THE PLAT OF "TOWN OF PAXTON" RECORDED IN VOLUME 2 OF PLATS AT PAGE 30 RECORDS OF SKAGIT COUNTY, WASHINGTON; TOGETHER WITH THOSE PORTIONS OF ADJACENT VICTORIA STREET, YORK STREET, UNION STREET, GUEMES AVENUE, AND SEATTLE AVENUE ATTACHED THERETO BY OPERATION OF LAW; EXCEPT THE WEST 208 FEET OF THE SOUTH 446.25 FEET OF THE NORTH 647.25 FEET OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 35 NORTH, RANGE 1 EAST, W.M.; AND EXCEPT COUNTY ROAD.

SITUATED IN SKAGIT COUNTY, WASHINGTON.

CONTAINING 5.78 ACRES.



Note: Parcel P109164 does not include P31342 and P31343 as the illustration might suggest.

EXHIBIT "B"

LEGAL DESCRIPTION OF TEMPORARY EASEMENT AREA

A temporary non-exclusive public non-motorized trail easement located on a portion of Grantor's Property (commonly identified as Parcel Numbers: P109164, P31472, and P113802, and as described as follows:

A ten (10) foot wide strip of land that is comprised of the westernmost ten (10) feet of Grantor's Property, paralleling the Skagit County Road right-of-way known as Guemes Island Road (County Road # 18410). Said temporary Easement Area begins at the westernmost boundary of Grantor's Property, as adjacent to the Skagit County road right of way for Guemes Island Road (County Road # 18410), and extends eastward ten (10) feet. Said temporary Easement Area extends from the southerly boundary of each Grantor's Property to the northerly boundary of each parcel of Grantor's Property.

Situate in Skagit County, State of Washington.

EXHIBIT "C"

DEPICTION OF EASEMENT AREA



Above: Parcel P109164 aerial view, with approximate easement area location in yellow. North is to the top.



Parcels P31472 and P113802 aerial view, with approximate easement area locations in yellow. North is to the top.