

After recording return document to:



200012050027

, Skagit County Auditor

12/5/2000 Page 1 of 7 11:36:40AM

Document Title: EASEMENT

Reference Number of Related Document: N/A

Grantor(s): PORT OF SKAGIT COUNTY

Additional Grantor(s) on page N/A of document.

Grantee(s): DIKE DISTRICT 12

Additional Grantee(s) on page N/A of document.

Abbreviated legal description: Portion of Lot 20, Hopper Road Binding Site Plan, NW/4 of Sec 8 Twp 34 N R4E W.M.

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

Additional legal description(s) on page(s) ____ of document.

DEC 05 2000

Assessor's tax/parcel numbers: _____

Amount Paid \$ 0
Skagit County Treasurer
By: DC Deputy

POSC FILE NO.: MI-239

EASEMENT

This agreement is made this 1st day of Dec, 2000, between the PORT OF SKAGIT COUNTY, a Washington municipal corporation of, P.O. Box 348, Burlington, Washington, 98233, hereinafter referred to as "Grantor", and Dike District 12, a Washington municipal corporation of Skagit County Washington, hereinafter referred to as "Grantee".

EASEMENT

GRANTOR: PORT OF SKAGIT COUNTY

GRANTEE: DIKE DISTRICT 12

PAGE 1

WHEREAS, Grantor is the owner of certain lands and premises situated in the County of Skagit; and

WHEREAS, Grantee is desirous of acquiring certain rights and privileges across, over and upon Grantor's lands and premises;

NOW THEREFORE, in consideration of improved flood protection for Grantor's property, and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby grant, bargain, sell, convey and warrant unto Grantee, its successors or assigns, a non-exclusive easement twenty feet in width, herein cited as a right-of-way, over and across Grantor's property, as legally described in Exhibit "A" and as illustrated in Exhibit "B" attached hereto and incorporated herein as though fully set forth here. This easement is subject to and conditioned upon the following terms and conditions:

1. Said easement shall be for the purposes of affording Grantee access for flood fighting and for maintenance and improvement of Grantee's dikes or levees abutting or in the near vicinity of Grantor's property.
2. The easement granted herein shall not be assigned by Grantee without Grantor's permission, except that Grantee may assign the easement to the State of Washington or any of its agencies, to any Washington municipal corporation, or to the United States or any of its agencies without the permission of Grantor.
3. Grantor shall have no responsibility for effecting improvements on or to the easement, but any improvements for the easement purposes shall be the responsibility of the Grantee.
4. At least the southerly side of the right-of-way shall not be fenced.
5. Grantee shall have the right to enter said easement property and to construct, install, operate, maintain, protect, improve, repair and replace said right-of-way and necessary appurtenances. Said right-of-way shall be installed in accordance with any applicable laws, ordinances, rules and regulations of the Federal, State and local governments and authorities.
6. All work to be performed by Grantee on Grantor's property shall be completed in a careful and workmanlike manner. Upon completion of any work performed by Grantee on Grantor's property, Grantee shall remove all construction materials and debris and restore the soil removed and surface of the property as nearly as possible to the condition in which it was at the commencement of such work, excepting such as has been improved for a right-of-way. Grantee shall specify in all contractor construction agreements the manner and method in which the soil shall be removed, stored and replaced after completion of work and shall require strict compliance with such contract specifications.

EASEMENT

GRANTOR: PORT OF SKAGIT COUNTY

GRANTEE: DIKE DISTRICT 12



200012050027

Skagit County Auditor

12/5/2000 Page 2 of 7 11:36:40AM

7. Grantor, its successors and assigns, hereby reserves the right to use all of the land above described so long as such use does not constitute an undue interference with use of said easement by Grantee; PROVIDED, however, that if Grantor, its successors and assigns, desires to make use of said lands which requires relocation of said right-of-way, Grantee shall, at Grantor's expense, relocate said right-of-way in a location approved by Grantor.

8. Grantee shall provide all proper safeguards and shall assume all risk in the performance of its activities under this easement agreement and shall indemnify and hold harmless Grantor from all damages, claims, suits, recoveries, judgments, and executions (including costs, expenses, and reasonable attorneys' fees) which may be made, had, brought, or recovered by reason of or on account of injury (including death) to any person whomsoever (including its agents, servants, employees, tenants and contractors) or damage to the property of any person whomsoever (including its agents, servants, employees, tenants and contractors) caused by, arising from, incidental to, connected with, or growing out of its said activities under this easement agreement, unless caused by the negligent or wilful actions or inactions of Grantor, its agents, servants, employees, tenants or contractors.

9. Grantor and the heirs, successors, or assigns of Grantor hereby covenant and agree not to construct or permit to be constructed any structures of any kind on the easement area without written approval of the Grantee. Grantor shall at all times conduct its activities and all other activities conducted on Grantor's property so as not to interfere with, obstruct or endanger the usefulness of any improvements, or other facilities now or hereafter maintained upon the easement, or in any way interfere with, obstruct or endanger the Grantee's use of the easement.

The Grantee shall protect and save harmless Grantor from and against any and all claims, demands, loss, damages, expense and liability of any kind and description and for any damage to or loss or destruction of property whatsoever suffered by the Grantor, its heirs, successors, and assigns or by any persons, firms, or corporations, because of the construction and/or maintenance of said facilities.

10. The Grantor also covenants to and with the Grantee that Grantor lawfully owns the land aforesaid; has a good and lawful right and power to convey easement rights to the same and that Grantor will forever warrant and defend the title to said easement and the quiet possession thereof against the lawful claims and demands of all persons whomever, subject to Grantor's deed reservations herein otherwise set forth.

11. Said easement shall continue so long as the said Grantee, its successors or assigns, shall make use of the same for the purpose above specified, but upon permanent discontinuance of said use, this easement shall be of no force or effect. For purposes of this easement agreement, permanent discontinuance shall be defined as non-use by Grantee of said easement for a period longer than one year.

EASEMENT
GRANTOR: PORT OF SKAGIT COUNTY
GRANTEE: DIKE DISTRICT 12



200012050027
Skagit County Auditor

12/5/2000 Page 3 of 7 11:36:40AM

12. The terms, conditions, and provisions of this easement agreement shall extend to be binding upon the heirs, successors, and assigns of the parties hereto.

GRANTOR:

PORT OF SKAGIT COUNTY

Glenn B. Allen Jr.
Signature
Glenn B. Allen Jr. - President
Print Name & Title

Jerry Kaufman
Signature
Port of Skagit Commissioner
Print Name & Title

GRANTEE:

DIKE DISTRICT 12

Marvin B. Cannon
Signature
MARVIN B. CANNON CHAIRMAN
Print Name & Title

Charles H. Bennett
Signature
Charles H. Bennett Sec/Treas
Print Name & Title

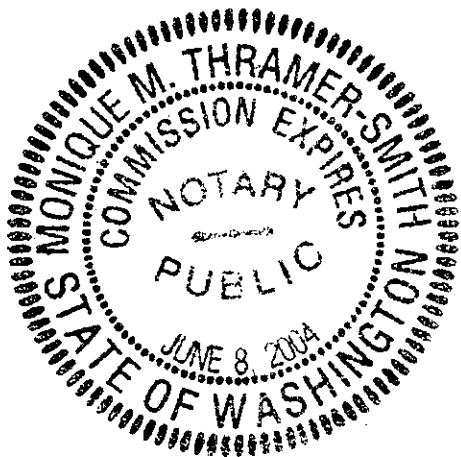
STATE OF WASHINGTON)

) ss:

COUNTY OF SKAGIT)

On this 5th day of December, 2000, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Glenn Allen and Jerry Kaufman, to me known to be the PRESIDENT and SECRETARY, respectively, of the Port Commission of the PORT OF SKAGIT COUNTY, a municipal corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were duly authorized to execute the same and that the seal affixed is the corporate seal of said corporation.

SUBSCRIBED AND SWORN to before me this 5th day of December, 2000.




Monique M. Thrasher-Smith
(Signature)
Monique M. Thrasher-Smith
(Print Name)
Notary Public in and for the State of
Washington, residing at Burlington
My Commission expires: June 8, 2004

EASEMENT

GRANTOR: PORT OF SKAGIT COUNTY

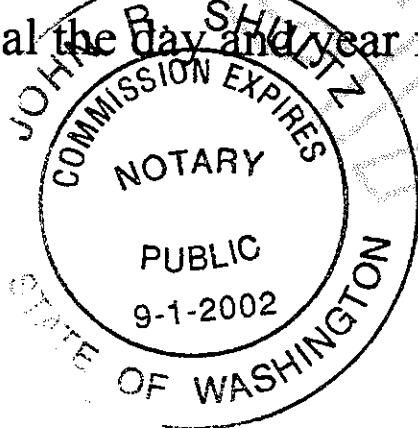
GRANTEE: DIKE DISTRICT 12


200012050027
Skagit County Auditor
12/5/2000 Page 4 of 7 11:36:40AM

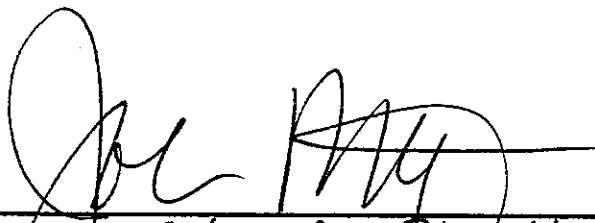
STATE OF WASHINGTON)
)
COUNTY OF SKAGIT) SS.

On this 1st day of December, 2000, before me personally appeared MARVIN B. CANNON and CHARLES H. BENNETT, to me known to be Commissioners of SKAGIT COUNTY DIKING DISTRICT NO. 12, a Washington special purpose district, who executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument, and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Signature:
Print Name:


John R. Shultz
Notary Public for Washington
My Commission Expires: 9/1/2002

EASEMENT
GRANTOR: PORT OF SKAGIT COUNTY
GRANTEE: DIKE DISTRICT 12



200012050027
Skagit County Auditor
12/5/2000 Page 5 of 7 11:36:40AM

EXHIBIT A

LEGAL DESCRIPTION FOR
An Easement from the Port of Skagit County to
Dike District 12

An easement for access purposes over and across the northerly twenty feet of lot 20, as that lot is shown in the Hopper Road Business Park Binding Site Plan recorded in the records of Skagit County Washington under Auditor's File Number 200002230067.

Situate in Skagit County, Washington.

B:\LEGAL\POSC\DD12-1.EAS

EASEMENT
GRANTOR: PORT OF SKAGIT COUNTY
GRANTEE: DIKE DISTRICT 12



200012050027
, Skagit County Auditor

BURLINGTON BOULEVARD

ENT FOR
AF #9411160131

23 109,968 SQ. FT.
2.52 ACRES
BIOFILTRATION SWALE

PSPL
EASEMENT
120'

VOL. 155 OF
DEEDS PAGE 160

LAND USE
LICENSE
AF# 200001200

SETTLING POND

10' UTILITY
EASEMENT

1 37,107 SQ. FT.
0.85 ACRES

4 58,390 SQ. FT.
1.34 ACRES

6 83,328 SQ. FT.
1.91 ACRES

7 79,071 SQ. FT.
1.81 ACRES

8 76,628 SQ. FT.
1.76 ACRES

13 63,372 SQ. FT.
1.45 ACRES

14 70,002 SQ. FT.
1.61 ACRES

15 82,815 SQ. FT.
1.90 ACRES

16 69,538 SQ. FT.
1.60 ACRES

17 63,391 SQ. FT.
1.45 ACRES

11 55,949 SQ. FT.
1.28 ACRES

12 59,550 SQ. FT.
1.37 ACRES

18 104,409 SQ. FT.
2.40 ACRES

45' EASEMENT FOR
VEHICULAR INGRESS
AND EGRESS
AF # 200005100049

21 122,538 SQ. FT.
2.81 ACRES

20' P.U.D. EASEMENT
AF #9705120070

20' P.U.D. EASEMENT
AF #9906250015

22 218,905 SQ. FT.
5.03 ACRES

20 139,975 SQ. FT.
3.21 ACRES
20' D.D.12 →
EASEMENT FOR
ACCESS

19 103,088 SQ. FT.
2.37 ACRES

EAST GEORGE HOPPER ROAD

EAST MCCORQUEDALE ROAD

GEORGE HOPPER
PLACE

PORT DRIVE

BNRR

EXHIBIT B

SURVEY
VOL. 7, PG. 19

000
SURVEYING, PLLC
RVEYING • PLANNING
- SUITE 104
A 98273
66

NO.	DATE	REVISION	B



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