



200604180096

Skagit County Auditor

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9 2:33PM

FILED FOR RECORD AT REQUEST OF:

John R. Shultz, Attorney at Law
Cascade Professional Center
160 Cascade Place, Suite 211
Burlington, Washington 98233

EASEMENT

P116593

GRANTORS:

PANATTONI INVESTMENTS, LLC,
a California Limited Liability Company, as to an
undivided 75% interest; **BYNESTAD FAMILY
LLC,** a Washington Limited Liability Company, as
to an undivided 15% interest, and **DIEPENBROCK
WASHINGTON HOLDINGS, LLC,** as to an undivided
10% interest

GRANTEE:

**SKAGIT COUNTY DIKE, DRAINAGE AND
IRRIGATION IMPROVEMENT DISTRICT
NO. 12,** a Washington special purpose district

LEGAL DESCRIPTION:

Ptn. Lot 20, Hopper Rd. Business Park, Second
Revised Binding Site Plan, NW/4 of Sec. 8, Twp. 34N
R4, EWM.

ASSESSOR'S PROPERTY
TAX PARCEL OR
ACCOUNT NUMBER:

REFERENCE NUMBER OF
DOCUMENT ASSIGNED
OR RELEASED: N/A

Easement
SKAGIT COUNTY, WASHINGTON
Real Estate Excise Tax

APR 18 2006

Amount Paid \$
Skagit County Treasurer
by *man* Deputy

EASEMENT

This agreement is made this 11th day of April, 2006, between **PANATTONI INVESTMENTS, LLC**, a California Limited Liability Company, as to an undivided 75% interest; **BRYNESTAD FAMILY LLC**, a Washington Limited Liability Company, as to an undivided 15% interest, and **DIEPENBROCK WASHINGTON HOLDINGS, LLC**, a Washington Limited Liability Company, as to an undivided 10% interest, hereinafter referred to as "Grantors", and **SKAGIT COUNTY DIKE, DRAINAGE, AND IRRIGATION IMPROVEMENT DISTRICT NO. 12**, a Washington special purpose district, hereinafter referred to as "Grantee".

WHEREAS, Grantors are the owners 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 Grantors' lands and premises;

NOW THEREFORE, in consideration of improved flood protection for Grantors' property, and other good and valuable consideration, receipt of which is hereby acknowledged, Grantors do hereby grant, bargain, sell, convey and warrant unto Grantee, its successors or assigns, a non-exclusive easement twenty (20) feet in width, herein cited as a right-of-way, over and across Grantors' property, as legally described in Exhibit "A" attached hereto and incorporated herein as though fully set forth herein. 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 Grantors' 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 Grantors.
3. Grantors 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. 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.
5. Grantors, their successors and assigns, hereby reserve the right to use all of the land above described so long as such use does not constitutes an undue interference with use of said easement by Grantee; PROVIDED, however, that if Grantors, their successors and assigns,

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desire to make use of said lands which requires relocation of said right-of-way, Grantee shall, at Grantors' expense, relocate said right-of-way in a location approved by Grantors.

6. 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 Grantors from all damages, claims, suites, recoveries, judgments, and executions (including costs, expenses, and reasonable attorney's 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 willful actions or inactions of Grantors, their agents, servants, employees, tenants, visitors, invitees, or contractors.

7. Grantors, and the heirs, successors, or assigns of Grantors, 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. Grantors shall at all times conduct their activities and all other activities conducted on Grantors' 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.

8. The Grantors also covenant to and with the Grantee that Grantors lawfully own the land aforesaid; have a good and lawful right and power to convey easement rights to the same and that Grantors 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 Grantors' deed reservations herein otherwise set forth.

9. Said easement shall be perpetual and shall continue so long as Grantee, its successors or assigns, shall make use of said easement, unless sooner terminated by agreement of Grantors and Grantee.

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

GRANTORS:

PANATTONI INVESTMENTS,
LLC.

By: 

Carl D. Panattoni, Trustee of the Panattoni
Living Trust, Dated April 8, 1998, Managing
Member

GRANTEE:

SKAGIT COUNTY DIKE,
DRAINAGE AND IRRIGATION
IMPROVEMENT DISTRICT
NO. 12

By: 

CHARLES H. BENNETT,
Commissioner

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DIEPENBROCK WASHINGTON
HOLDINGS, LLC

By: [Signature]
Michael E. Diepenbrock, Trustee of the
Diepenbrock Family Trust, Established March 12, 1997,
Sole Member
BRYNESTAD FAMILY LLC

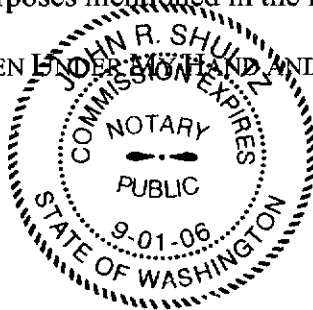
By: [Signature]
MARVIN B. CANNON,
Commissioner

By: [Signature]
John R. Shultz

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that **CHARLES H. BENNETT** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as Commissioner of **SKAGIT COUNTY DIKE, DRAINAGE AND IRRIGATION IMPROVEMENT DISTRICT NO. 12**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 11th day of April, 2006.



[Signature]
Printed Name John R. Shultz
NOTARY PUBLIC in and for the State of Washington
My Commission Expires 9/1/06

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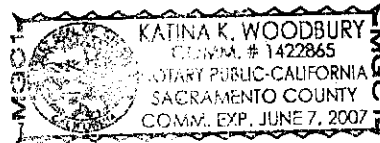
ACKNOWLEDGMENT

STATE OF California)
COUNTY OF Sacramento)

On 3-30-2006 before me, Katrina K. Woodbury, Notary Public, personally appeared Carl D. Panathali, personally known to me, or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Katrina K. Woodbury (SEAL)
Notary Public Signature



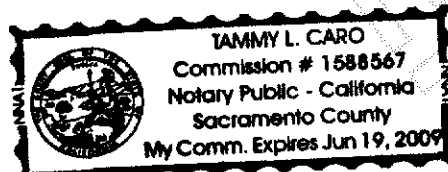
ACKNOWLEDGMENT

STATE OF California)
COUNTY OF Sacramento)

On March 30 2006 before me, Tammy L. Caro, Notary Public, personally appeared Michael E. Diepenbrock, personally known to me, or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Tammy L. Caro (SEAL)
Notary Public Signature

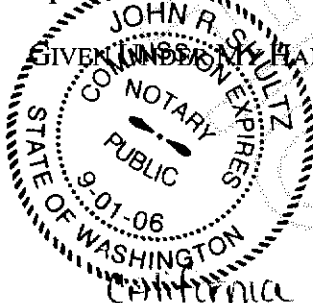


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STATE OF WASHINGTON
COUNTY OF SKAGIT

SS.

I certify that I know or have satisfactory evidence that **MARVIN B. CANNON** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as Commissioner of **SKAGIT COUNTY DIKE, DRAINAGE AND IRRIGATION IMPROVEMENT DISTRICT NO. 12**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



GIVEN UNDER MY HAND AND OFFICIAL SEAL this 11th day of April, 2006.

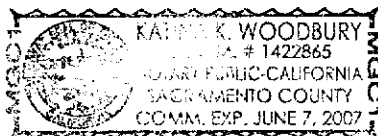
Printed Name John R. Schultz
NOTARY PUBLIC in and for the State of Washington
My Commission Expires 9/1/06

STATE OF WASHINGTON
COUNTY OF SKAGIT

SS.

I certify that I know or have satisfactory evidence that Can D. Panattoni is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the MANAGER of **PANATTONI INVESTMENTS, LLC** to be the free and voluntary act of said entity for the uses and purposes mentioned in the instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 30th day of March, 2006.



Printed Name Katrina K. Woodbury
NOTARY PUBLIC in and for the State of Washington
My Commission Expires June 7, 2007



STATE OF WASHINGTON
COUNTY OF SKAGIT

SS.

I certify that I know or have satisfactory evidence that _____
is the person who appeared before me, and said person acknowledged that he signed this
instrument, on oath stated that he was authorized to execute the instrument and acknowledged it
as the _____ of **DIEPENBROCK WASHINGTON HOLDINGS,
LLC**, to be the free and voluntary act of said entity for the uses and purposes mentioned in the
instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this _____ day of _____, 2006.

Printed Name _____
NOTARY PUBLIC in and for the State of Washington
My Commission Expires _____

STATE OF WASHINGTON

COUNTY OF ~~SKAGIT~~ *KING*

SS.

I certify that I know or have satisfactory evidence that BART BRYNESTAD
is the person who appeared before me, and said person acknowledged that he signed this
instrument, on oath stated that he was authorized to execute the instrument and acknowledged it
as the SOLE MEMBER of **BRYNESTAD FAMILY LLC**, to be the free and
voluntary act of said entity for the uses and purposes mentioned in the instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 5TH day of APRIL, 2006.



Printed Name SUZI SCIAINI
NOTARY PUBLIC in and for the State of Washington
My Commission Expires 2/22/10



UNRECORDED
An easement for access purposes over and across a 20 foot wide tract in a portion of Lots 19, 20 and 21, and a portion of George Hopper Place, all being in the HOPPER ROAD BUSINESS PARK REVISED BINDING SITE PLAN as recorded January 30, 2003, under Auditor's File No. 200301300162, records of Skagit County, Washington, the centerline of said easement being more particularly described as follows:

Beginning at the Southeast corner of said Lot 19;
thence North 07°50'01" West 62.00 feet along the Easterly line of said Lot 19 to the TRUE POINT OF BEGINNING of said easement centerline;
thence South 82°09'59" West 96.24 feet;
thence North 88°44'05" West 315.05 feet to a point of curvature;
thence along the arc of said curve to the right having a radius of 40.00 feet, through a central angle of 80°54'04", an arc distance of 56.48 feet to a point of tangency;
thence North 07°50'01" West 407.09 feet to a point of curvature;
thence along the arc of said curve to the left having a radius of 40.00 feet, through a central angle of 81°00'03", an arc distance of 56.55 feet to a point of tangency;
thence North 88°50'04" West 62.58 feet to the Westerly line of said Lot 21 and the terminus of said centerline.
The side lines of said easement are to be lengthened or shortened to intersect with the Lot lines at each end of said easement.

All of premises now being a portion of Lot 20 of Hopper Road Business Park Second Revised Binding Site Plan as recorded June 28, 2005 as Auditor's File No. 200506280192

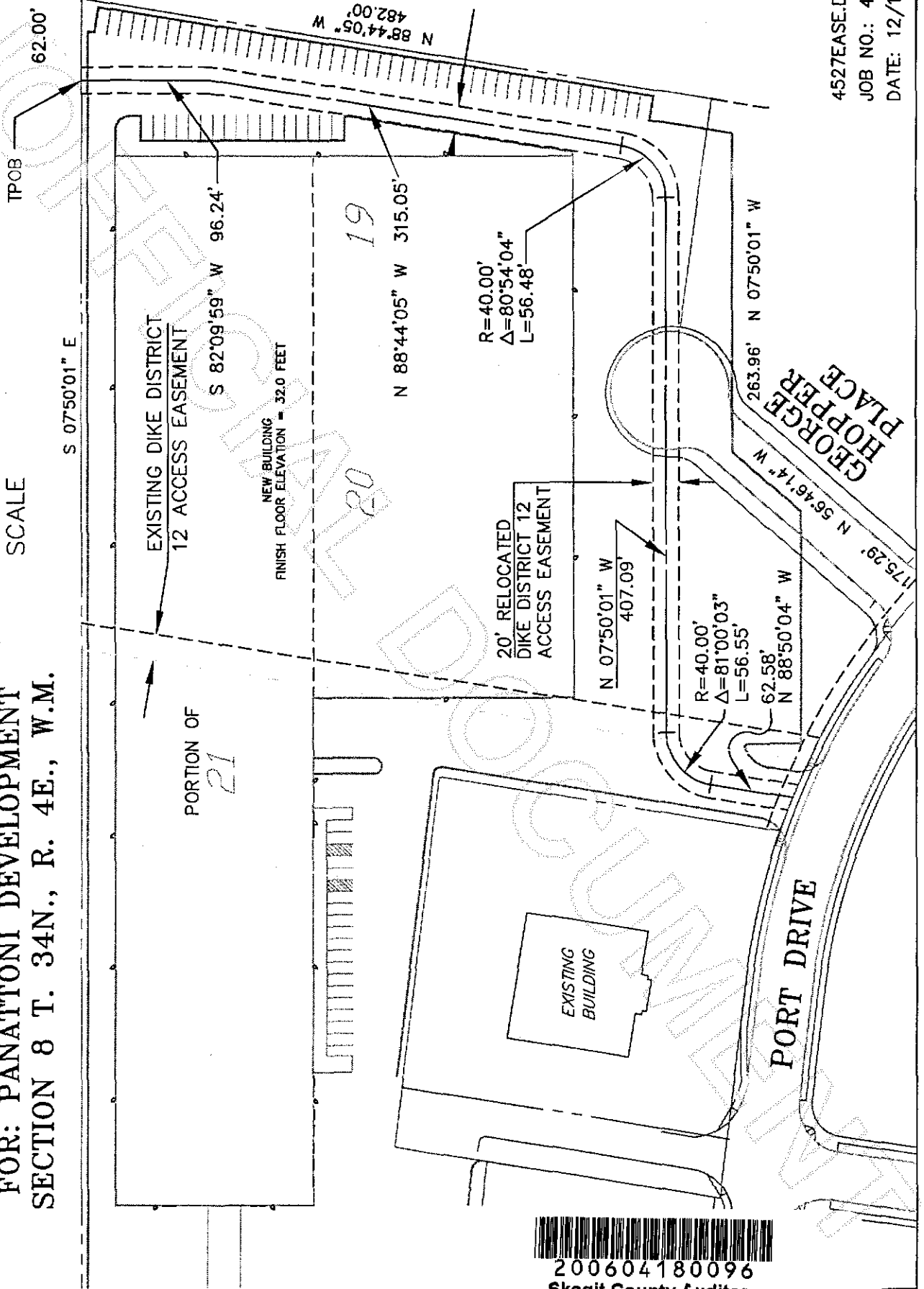
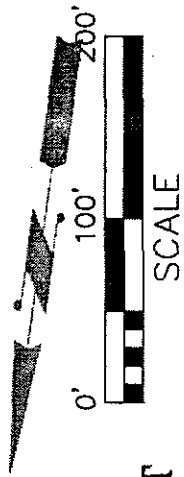
Situate in the County of Skagit, State of Washington



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SKETCH OF RELOCATED
DIKE DISTRICT 12
ACCESS EASEMENT
FOR: PANATTONI DEVELOPMENT
SECTION 8 T. 34N., R. 4E., W.M.



4527EASE.DWG
JOB NO.: 4527
DATE: 12/10/04



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