

After Recording Return To:

Samish Indian Nation  
2918 Commercial  
Anacortes, WA 98221



201002180023  
Skagit County Auditor

2/18/2010 Page 1 of 16 11:34AM

INGRESS, EGRESS, UTILITY  
MAINTENACE AND DRAINAGE  
EASEMENT

GRANTOR(s): Skagit County Drainage & Irrigation Improvement District #14  
c/o Roger Knutzen, Secretary-Treasurer  
9255 Chuckanut Drive  
Burlington, WA 98233

GRANTEE: The Samish Indian Nation  
2918 Commercial  
Anacortes, WA 98221

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

FEB 18 2010

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

Legal Description: See Exhibit A  
10-35-04 SW

Assessor's Property Tax Parcel Account Number(s): 36139

INGRESS, EGRESS, UTILITIES,  
MAINTENANCE AND DRAINAGE EASEMENT

This Ingress, Egress and Utility Easement (the "Easement") is granted this 13<sup>th</sup> day of JANUARY, 2010, by Drainage & Irrigation Improvement District 14 (Grantor), in favor of the Samish Indian Nation, a federally recognized Indian tribe ("Grantee"), with reference to the following facts:

RECITALS

A. The Drainage & Irrigation Improvement District 14 is the owner of certain real property located in Skagit County, Washington and more particularly described in Exhibit A attached hereto (the "Property").

B. Grantor intends to grant Grantee for use a non-exclusive easement for ingress and egress, and maintenance of a drainage ditch across a portion of the Property, which is adjacent to the Kelleher Road.

NOW THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Grant of Ingress, Egress and Utility Easement. Grantor hereby grants to Grantee a non-exclusive easement under, across and through a portion of the Drainage & Irrigation District 14's Property as more particularly described in Exhibit A and shown on Exhibit B attached hereto (the "Easement Area") for the purpose of ingress and egress, utilities, maintenance and drainage purposes.

2. Terms and Conditions of the Easement. The Easement granted herein (the "Easement") is subject to the following terms, reservations and conditions:

2.1 Use. Grantee shall use the Easement Area solely for ingress and egress; utilities, maintenance and drainage.

2.2 Risk of Damages. Any use of the Easement Area by Grantee, its successors or assigns or any of their tenants, subtenants, invitees, agents, employees or contractors ("Grantee Parties") shall be deemed to be at the risk of the person or entity using the same, and Grantor shall not be liable or responsible for any damage to property or



201002180023

Skagit County Auditor

injury to person or loss of life that may result to any of the Grantee Parties or any third person or entity, whether arising due to the condition of the Easement Area or otherwise.

2.3 Grantee to Maintain Easement Improvements. Grantee shall maintain, repair and replace the Easement Improvements in good condition and repair and in compliance with all applicable laws. In the event that the Easement Area or any of the Grantor's Property is disturbed, damaged or destroyed from time to time as a result of Grantee's use or maintenance of the Easement Improvements or the Easement Area or the exercise of rights hereunder, Grantee shall, at its sole cost and expense, restore the Easement Area and any of the Grantor's Property so disturbed, damaged or destroyed to at least as good as the condition in which it existed prior to the disturbance, damage or destruction.

3. Notices. All notices, demands, requests, consents and approvals which may, or are required to, be given by either party to the other hereunder shall be in writing and shall be deemed to have been duly given if personally delivered, sent by a nationally recognized overnight delivery service, or if mailed or deposited in the United States mail and sent by registered or certified mail, return receipt requested, postage prepaid to:

Grantor at: Skagit County Drainage & Irrigation  
Improvement District 14  
c/o Roger Knutzen, Secretary-Treasurer  
9255 Chuckanut Drive  
Burlington, WA 98233

Grantee at: Samish Indian Nation  
2918 Commercial Ave  
Anacortes, WA 98221

or to such other addresses as either party hereto may from time to time designate in writing and deliver in a like manner. All notices shall be deemed complete upon actual receipt or refusal to accept delivery.

4. Miscellaneous.

(a) Captions. The captions and paragraph headings contained in this Easement are for convenience of reference only and in no way define, describe, extend or define the scope or intent of this Easement, nor the intent of any of the provisions hereof.

(b) Governing Law. This Easement shall be governed by and construed and enforced in accordance with the laws of the State of Washington. The parties agree



201002180023

Skagit County Auditor





**Pacific Surveying & Engineering, Inc**

land surveying • civil engineering • consulting • planning • gis  
1812 Cornwall Avenue, Bellingham, WA 98225  
Phone 360.671.7387 Facsimile 360.671.4685 Email [pse@pseurvey.com](mailto:pse@pseurvey.com)

**EXHIBIT "A"**

INGRESS, EGRESS, UTILITIES, MAINTENANCE, AND DRAINAGE EASEMENT

A 25 FOOT WIDE EASEMENT FOR INGRESS, EGRESS, UTILITIES, MAINTENANCE, AND DRAINAGE PURPOSES WITHIN A PORTION THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M., SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 10; THENCE ALONG THE SOUTH LINE OF SAID SECTION NORTH 89°45'31" EAST 1,120.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTH LINE NORTH 89°45'31" EAST 80.00 FEET; THENCE DEPARTING FROM SAID SOUTH LINE NORTH 00°14'29" WEST 25.00 FEET TO A POINT ON THE NORTHERLY MARGIN OF THE OLYMPIA MARSH EXTENSION DITCH AS DESCRIBED ON PAGE 23 OF SUPERIOR COURT CASE 3604, JULY 19, 1900; THENCE ALONG SAID MARGIN SOUTH 89°45'31" WEST 80.00 FEET; THENCE DEPARTING SAID MARGIN SOUTH 00°14'29" EAST 25.00 FEET TO THE POINT OF BEGINNING.

SITUATE IN SKAGIT COUNTY, WASHINGTON

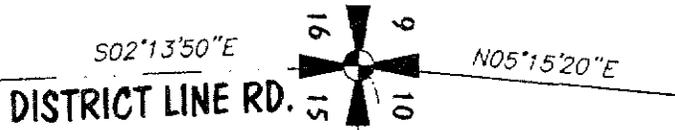


201002180023

Skagit County Auditor



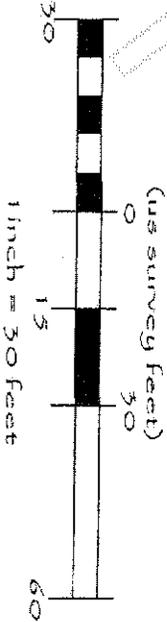
**E X H I B I T 'B'**  
 INGRESS, EGRESS, UTILITIES,  
 MAINTENANCE, AND DRAINAGE EASEMENT



DISTRICT LINE RD.

SITUATE IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M., SKAGIT COUNTY, WASHINGTON

GRAPHIC SCALE  
 (in survey feet)



PSE #2009050 DRAWING: 2009050\_svX\_ROS-Site3.dwg DATE: 2/17/10  
 DRAWN BY: SJM CHECKED BY: PKB SHEET 1 OF 1

KELLEHER RD.  
 (COUNTY ROAD #197 OR 6340)

P.O.B.

18" CORRUGATED METAL CULVERT

20'-WIDE OLYMPIA MARSH EXTENSION DITCH

GRAVEL DRIVEWAY

PARCEL 36139

PARCEL 36140

1120.00'

N89°45'31"E

500'14'29"E

N00°14'29"W

25.00'

80.00'

25.00'

25'

80.00'

80.00'

25.00'

DITCH

589'45'31"W



02-17-10



201002180023  
 Skagit County Auditor

INGRESS, EGRESS, UTILITIES,  
MAINTENANCE AND DRAINAGE EASEMENT

This Ingress, Egress and Utility Easement (the "Easement") is granted this 5<sup>th</sup> day of JANUARY, 2010, by Drainage & Irrigation Improvement District 14 (Grantor), in favor of the Samish Indian Nation, a federally recognized Indian tribe ("Grantee"), with reference to the following facts:

RECITALS

A. The Drainage & Irrigation Improvement District 14 is the owner of certain real property located in Skagit County, Washington and more particularly described in Exhibit A attached hereto (the "Property").

B. Grantor intends to grant Grantee for use a non-exclusive easement for ingress and egress, and maintenance of a drainage ditch across a portion of the Property, which is adjacent to the Kelleher Road.

NOW THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Grant of Ingress, Egress and Utility Easement. Grantor hereby grants to Grantee a non-exclusive easement under, across and through a portion of the Drainage & Irrigation District 14's Property as more particularly described in Exhibit A and shown on Exhibit B attached hereto (the "Easement Area") for the purpose of ingress and egress, utilities, maintenance and drainage purposes.

2. Terms and Conditions of the Easement. The Easement granted herein (the "Easement") is subject to the following terms, reservations and conditions:

2.1 Use. Grantee shall use the Easement Area solely for ingress and egress; utilities, maintenance and drainage.

2.2 Risk of Damages. Any use of the Easement Area by Grantee, its successors or assigns or any of their tenants, subtenants, invitees, agents, employees or contractors ("Grantee Parties") shall be deemed to be at the risk of the person or entity using the same, and Grantor shall not be liable or responsible for any damage to property or



201002180023

Skagit County Auditor

injury to person or loss of life that may result to any of the Grantee Parties or any third person or entity, whether arising due to the condition of the Easement Area or otherwise.

2.3 Grantee to Maintain Easement Improvements. Grantee shall maintain, repair and replace the Easement Improvements in good condition and repair and in compliance with all applicable laws. In the event that the Easement Area or any of the Grantor's Property is disturbed, damaged or destroyed from time to time as a result of Grantee's use or maintenance of the Easement Improvements or the Easement Area or the exercise of rights hereunder, Grantee shall, at its sole cost and expense, restore the Easement Area and any of the Grantor's Property so disturbed, damaged or destroyed to at least as good as the condition in which it existed prior to the disturbance, damage or destruction.

3. Notices. All notices, demands, requests, consents and approvals which may, or are required to, be given by either party to the other hereunder shall be in writing and shall be deemed to have been duly given if personally delivered, sent by a nationally recognized overnight delivery service, or if mailed or deposited in the United States mail and sent by registered or certified mail, return receipt requested, postage prepaid to:

Grantor at: Skagit County Drainage & Irrigation  
Improvement District 14  
c/o Roger Knutzen, Secretary-Treasurer  
9255 Chuckanut Drive  
Burlington, WA 98233

Grantee at: Samish Indian Nation  
2918 Commercial Ave  
Anacortes, WA 98221

or to such other addresses as either party hereto may from time to time designate in writing and deliver in a like manner. All notices shall be deemed complete upon actual receipt or refusal to accept delivery.

4. Miscellaneous.

(a) Captions. The captions and paragraph headings contained in this Easement are for convenience of reference only and in no way define, describe, extend or define the scope or intent of this Easement, nor the intent of any of the provisions hereof.

(b) Governing Law. This Easement shall be governed by and construed and enforced in accordance with the laws of the State of Washington. The parties agree



201002180023  
Skagit County Auditor





## Pacific Surveying & Engineering, Inc

land surveying • civil engineering • consulting • planning • gis

1812 Cornwall Avenue, Bellingham, WA 98225

Phone 360.671.7387 Facsimile 360.671.4685 Email [pse@pseurvey.com](mailto:pse@pseurvey.com)

### EXHIBIT "A"

#### INGRESS, EGRESS, UTILITIES, MAINTENANCE, AND DRAINAGE EASEMENT

A 25 FOOT WIDE EASEMENT FOR INGRESS, EGRESS, UTILITIES, MAINTENANCE, AND DRAINAGE PURPOSES WITHIN A PORTION THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M., SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 10; THENCE ALONG THE SOUTH LINE OF SAID SECTION NORTH 89°45'31" EAST 1,120.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTH LINE NORTH 89°45'31" EAST 80.00 FEET; THENCE DEPARTING FROM SAID SOUTH LINE NORTH 00°14'29" WEST 25.00 FEET TO A POINT ON THE NORTHERLY MARGIN OF THE OLYMPIA MARSH EXTENSION DITCH AS DESCRIBED ON PAGE 23 OF SUPERIOR COURT CASE 3604, JULY 19, 1900; THENCE ALONG SAID MARGIN SOUTH 89°45'31" WEST 80.00 FEET; THENCE DEPARTING SAID MARGIN SOUTH 00°14'29" EAST 25.00 FEET TO THE POINT OF BEGINNING.

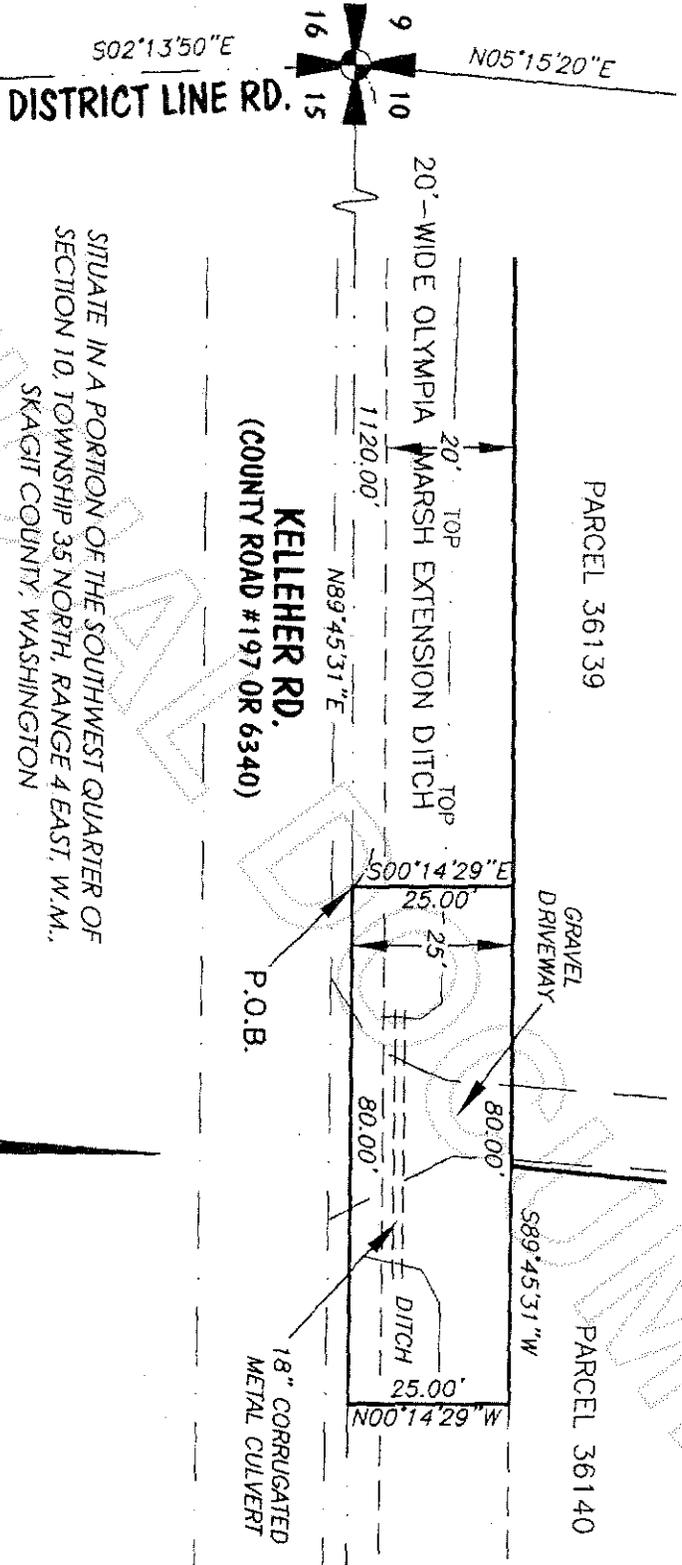
SITUATE IN SKAGIT COUNTY, WASHINGTON



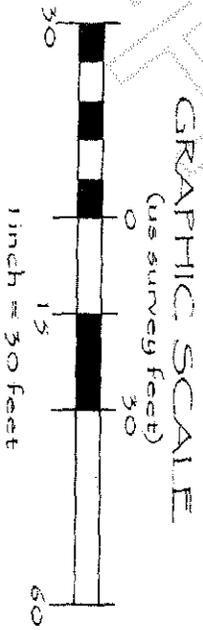
201002180023  
Skagit County Auditor



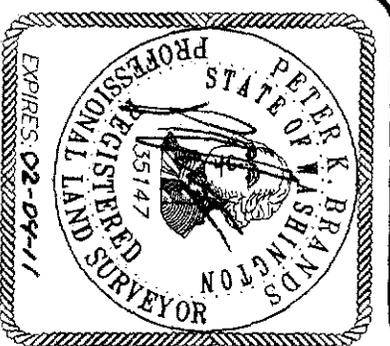
**E X H I B I T 'B'**  
 INGRESS, EGRESS, UTILITIES,  
 MAINTENANCE, AND DRAINAGE EASEMENT



SITUATE IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M., SKAGIT COUNTY, WASHINGTON



PSE #2009050 DRAWING: 2009050\_six\_R05-Site3.dwg DATE: 2/17/10  
 DRAWN BY: SJM CHECKED BY: PKB SHEET 1 OF 1



02-17-10



201002180023  
 Skagit County Auditor

INGRESS, EGRESS, UTILITIES,  
MAINTENANCE AND DRAINAGE EASEMENT

This Ingress, Egress and Utility Easement (the "Easement") is granted this 5<sup>th</sup> day of JANUARY, 2010, by Drainage & Irrigation Improvement District 14 (Grantor), in favor of the Samish Indian Nation, a federally recognized Indian tribe ("Grantee"), with reference to the following facts:

RECITALS

A. The Drainage & Irrigation Improvement District 14 is the owner of certain real property located in Skagit County, Washington and more particularly described in Exhibit A attached hereto (the "Property").

B. Grantor intends to grant Grantee for use a non-exclusive easement for ingress and egress, and maintenance of a drainage ditch across a portion of the Property, which is adjacent to the Kelleher Road.

NOW THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Grant of Ingress, Egress and Utility Easement. Grantor hereby grants to Grantee a non-exclusive easement under, across and through a portion of the Drainage & Irrigation District 14's Property as more particularly described in Exhibit A and shown on Exhibit B attached hereto (the "Easement Area") for the purpose of ingress and egress, utilities, maintenance and drainage purposes.

2. Terms and Conditions of the Easement. The Easement granted herein (the "Easement") is subject to the following terms, reservations and conditions:

2.1 Use. Grantee shall use the Easement Area solely for ingress and egress; utilities, maintenance and drainage.

2.2 Risk of Damages. Any use of the Easement Area by Grantee, its successors or assigns or any of their tenants, subtenants, invitees, agents, employees or contractors ("Grantee Parties") shall be deemed to be at the risk of the person or entity using the same, and Grantor shall not be liable or responsible for any damage to property or



201002180023

Skagit County Auditor

injury to person or loss of life that may result to any of the Grantee Parties or any third person or entity, whether arising due to the condition of the Easement Area or otherwise.

2.3 Grantee to Maintain Easement Improvements. Grantee shall maintain, repair and replace the Easement Improvements in good condition and repair and in compliance with all applicable laws. In the event that the Easement Area or any of the Grantor's Property is disturbed, damaged or destroyed from time to time as a result of Grantee's use or maintenance of the Easement Improvements or the Easement Area or the exercise of rights hereunder, Grantee shall, at its sole cost and expense, restore the Easement Area and any of the Grantor's Property so disturbed, damaged or destroyed to at least as good as the condition in which it existed prior to the disturbance, damage or destruction.

3. Notices. All notices, demands, requests, consents and approvals which may, or are required to, be given by either party to the other hereunder shall be in writing and shall be deemed to have been duly given if personally delivered, sent by a nationally recognized overnight delivery service, or if mailed or deposited in the United States mail and sent by registered or certified mail, return receipt requested, postage prepaid to:

Grantor at: Skagit County Drainage & Irrigation  
Improvement District 14  
c/o Roger Knutzen, Secretary-Treasurer  
9255 Chuckanut Drive  
Burlington, WA 98233

Grantee at: Samish Indian Nation  
2918 Commercial Ave  
Anacortes, WA 98221

or to such other addresses as either party hereto may from time to time designate in writing and deliver in a like manner. All notices shall be deemed complete upon actual receipt or refusal to accept delivery.

4. Miscellaneous.

(a) Captions. The captions and paragraph headings contained in this Easement are for convenience of reference only and in no way define, describe, extend or define the scope or intent of this Easement, nor the intent of any of the provisions hereof.

(b) Governing Law. This Easement shall be governed by and construed and enforced in accordance with the laws of the State of Washington. The parties agree



201002180023  
Skagit County Auditor





## Pacific Surveying & Engineering, Inc

land surveying • civil engineering • consulting • planning • gis

1812 Cornwall Avenue, Bellingham, WA 98225

Phone 360.671.7387 Facsimile 360.671.4685 Email [pse@pseurvey.com](mailto:pse@pseurvey.com)

### EXHIBIT "A"

#### INGRESS, EGRESS, UTILITIES, MAINTENANCE, AND DRAINAGE EASEMENT

A 25 FOOT WIDE EASEMENT FOR INGRESS, EGRESS, UTILITIES, MAINTENANCE, AND DRAINAGE PURPOSES WITHIN A PORTION THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M., SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 10; THENCE ALONG THE SOUTH LINE OF SAID SECTION NORTH 89°45'31" EAST 1,120.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTH LINE NORTH 89°45'31" EAST 80.00 FEET; THENCE DEPARTING FROM SAID SOUTH LINE NORTH 00°14'29" WEST 25.00 FEET TO A POINT ON THE NORTHERLY MARGIN OF THE OLYMPIA MARSH EXTENSION DITCH AS DESCRIBED ON PAGE 23 OF SUPERIOR COURT CASE 3604, JULY 19, 1900; THENCE ALONG SAID MARGIN SOUTH 89°45'31" WEST 80.00 FEET; THENCE DEPARTING SAID MARGIN SOUTH 00°14'29" EAST 25.00 FEET TO THE POINT OF BEGINNING.

SITUATE IN SKAGIT COUNTY, WASHINGTON

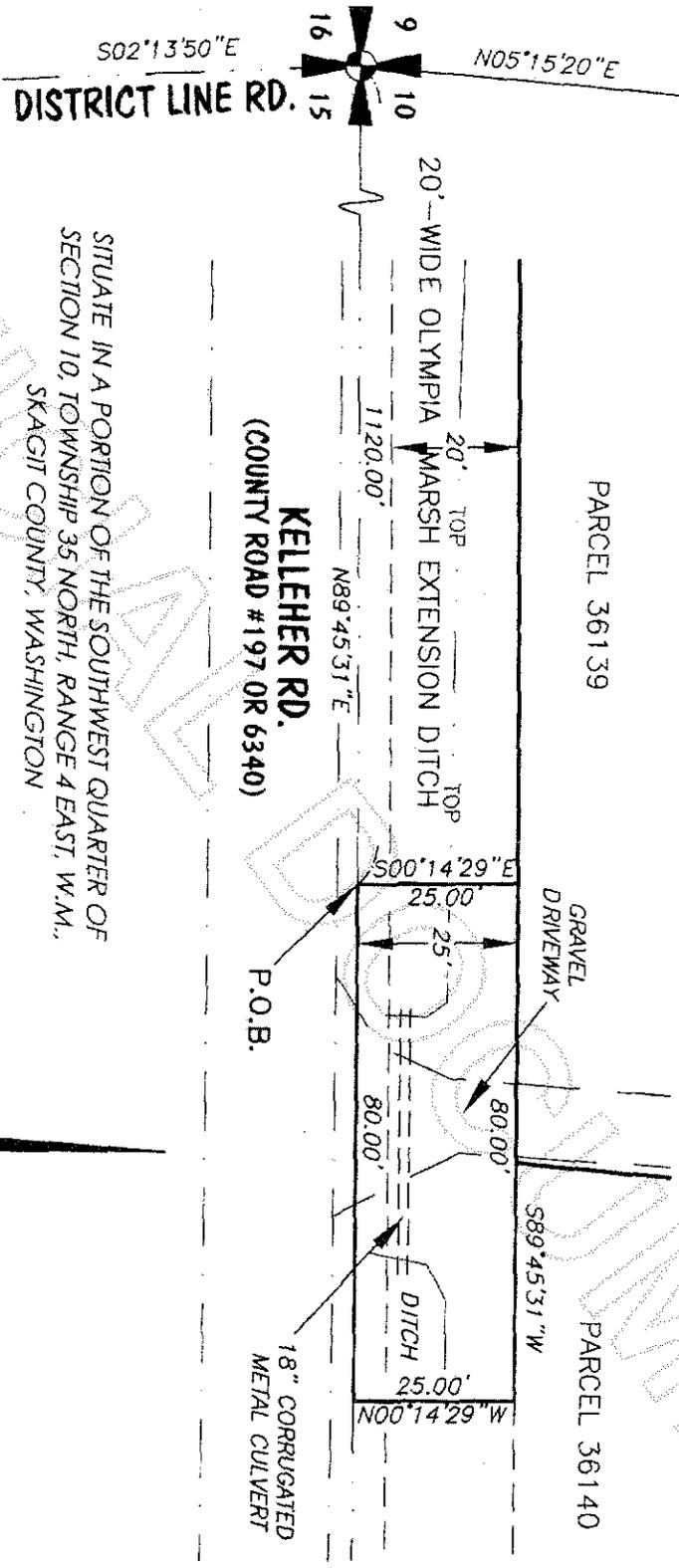


201002180023

Skagit County Auditor



**E X H I B I T 'B'**  
 INGRESS, EGRESS, UTILITIES,  
 MAINTENANCE, AND DRAINAGE EASEMENT



SITUATE IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M., SKAGIT COUNTY, WASHINGTON

GRAPHIC SCALE  
 (as survey feet)



PSE #2009050 DRAWING: 2009050\_swk\_R05-Site3.dwg DATE: 2/17/10  
 DRAWN BY: SJM CHECKED BY: PKB SHEET 1 OF 1



02-17-10



201002180023  
 Skagit County Auditor