

After Recording Mail To:
Swinomish Indian Tribal
Community
Attn: Land Management Dept.
11404 Moorage Way
La Conner, WA 98257



Skagit County Auditor
11/15/2016 Page

1 of

8 1:00PM

\$80.00

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

NOV 15 2016

**EASEMENT FOR
INGRESS AND EGRESS**

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

Assessor's Tax Parcel No.: **Benefitted:** P20260 & P20274

Burdened: P20259, P20266, P20267, P20273

Abbreviated Legal:

Benefitted: The North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 10 and the West 125 feet of that portion of Government Lot 14 in Section 11 lying North of the Easterly projection of the South line of the North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 10, All In Township 34 North, Range 2 East, W.M.

Burdened: A Portion of Government Lots 5, 6 & 14 In Section 11 of Township 34 North, Range 2 East, W.M.

The Grantor SWINOMISH INDIAN TRIBAL COMMUNITY ("the Tribe"), conveys to the Grantees, LASZLO & DARLENE NAVRADSZKY, husband and wife, an easement for ingress and egress on land situated in Skagit County, Washington (P20259, P20266, P20267, and P20273); and Grantees, in consideration, agree to provide the Tribe with access to Grantees' property (Parcels P20260 and P20274) for the purpose of sampling and maintaining the monitoring wells located there, as follows:

1. The Grantor is owner of Parcels P20259, P20266, P20267, and P20273 (collectively the "burdened estate"), described in Exhibit A (incorporated here by reference); and

2. The Grantees are owners of Parcels P20260, and P20274 (collectively the "benefitted estate"), also described in the attached Exhibit A; and

3. The Grantees, with permission from the Grantor, use a private access road (informally known as the "PMNW Access Road") described and depicted in Exhibit B1 & B2 (incorporated here by reference) for ingress and egress from Padilla Heights Road, across the burdened estate, to the benefitted estate;

4. The Grantees have provided the Grantor with access to the benefitted estate to sample and maintain two monitoring wells located there;

In consideration of the mutual promises contained herein, the parties hereby covenant and agree as follows:

5. EASEMENT OVER ROADWAY: The Grantor conveys to Grantees a non-transferrable easement for non-commercial ingress and egress over the burdened estate to access the benefitted estate, (both described in Exhibit A) to remain in place as long as the described roadway is passable and the Grantees allow the Tribe to access the two monitoring wells located on the benefitted estate. Due to the condition of the existing roadway, any new easement would have to be negotiated with any future owners of the benefitted estate.

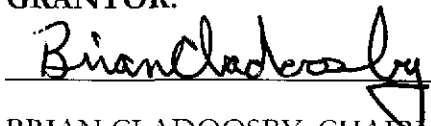
6. WELL MONITORING: The Grantees, in consideration, shall permit the Grantor to access the benefitted estate for the purpose of sampling and maintaining the two monitoring wells located there until monitoring is determined by the Tribe to be unnecessary, and the wells are properly decommissioned. The monitoring wells were installed in 2002 as part of a hazardous waste cleanup project on the benefitted estate, and may only be properly decommissioned if they are no

longer required for groundwater monitoring.

7. RIGHT OF FIRST REFUSAL: The Grantees, in consideration, also hereby grant to the Grantor, the exclusive and irrevocable right of first refusal and first option to purchase the benefitted estate. This right of first refusal and first option to purchase may only be exercised by the Grantor within thirty days from notification of the Grantee that Grantee intends to sell the benefitted estate. The Grantee is obligated to provide notice to the Grantor prior to offering the benefitted estate to a third party. If the Grantee receives a third party offer, Grantor will have 30 days from the date Grantor receives the offer to match that offer. If Grantor does not accept that offer within 30 days, Grantee shall be free to accept the third-party offer at the same terms. Grantee may not accept a different offer without first allowing Grantor 30 days to match the offer. If no third party offers exist, Grantee and Grantor agree to hire a mutually-agreed upon appraiser to set the sale price.

8. ACCESS OVER T2: Parties will negotiate in good faith for an access agreement across T2.

GRANTOR:


BRIAN CLADOOSBY, CHAIRMAN

SWINOMISH INDIAN TRIBAL COMMUNITY

GRANTEES:


LASZLO NAVRADSZKY


DARLENE NAVRADSZKY

Notary Public
State of Washington
KELLY GEORGE
My Appointment Expires Mar 7, 2020

STATE OF WASHINGTON)

)

ss.

COUNTY OF SKAGIT)

On this 15th day of November, 2016, before me, the undersigned, personally appeared BRIAN CLADOOSBY, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged to me that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 15th day of November, 2016.

Kelly George

Notary Public in and for the State of Washington
Residing at

Anacortes, WA

My commission expires: March 7, 2020

Notary Public
State of Washington
KELLY GEORGE
My Appointment Expires Mar 7, 2020

STATE OF WASHINGTON)

)

ss.

COUNTY OF SKAGIT)

On this 15th day of November, 2016, before me, the undersigned, personally appeared LASZLO NAVRADSZKY, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged to me that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 15th day of November, 2016.

Kelly George

Notary Public in and for the State of Washington

Residing at

Anacortes, WA

My commission expires: March 7, 2020

Notary Public
State of Washington
KELLY GEORGE
My Appointment Expires Mar 7, 2020

STATE OF WASHINGTON)

)

ss.

COUNTY OF SKAGIT)

On this 15th day of November, 2016, before me, the undersigned, personally appeared DARLENE NAVRADSZKY, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged to me that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 15th day of November, 2016.

Kelly George

Notary Public in and for the State of Washington

Residing at

Anacortes, WA

My commission expires: March 7, 2020

EXHIBIT A

PARCEL A: Burdened:

P20259:

The South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$; the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$; the East $\frac{1}{2}$ of the Southwest $\frac{1}{4}$, and Government Lots 5, 6 and 7, Section 10, Township 34 North, Range 2 East, W.M., EXCEPT therefrom Indian Reservation Road, Skagit County Road No. 204, ALSO EXCEPT Reservation Road right-of-way, as per Deed Recorded under Auditor's File No. 9707220102; and

P20266 & P20267: Government Lots 5 and 6, Section 11, Township 34, Range 2 East, W.M., EXCEPT roads; and

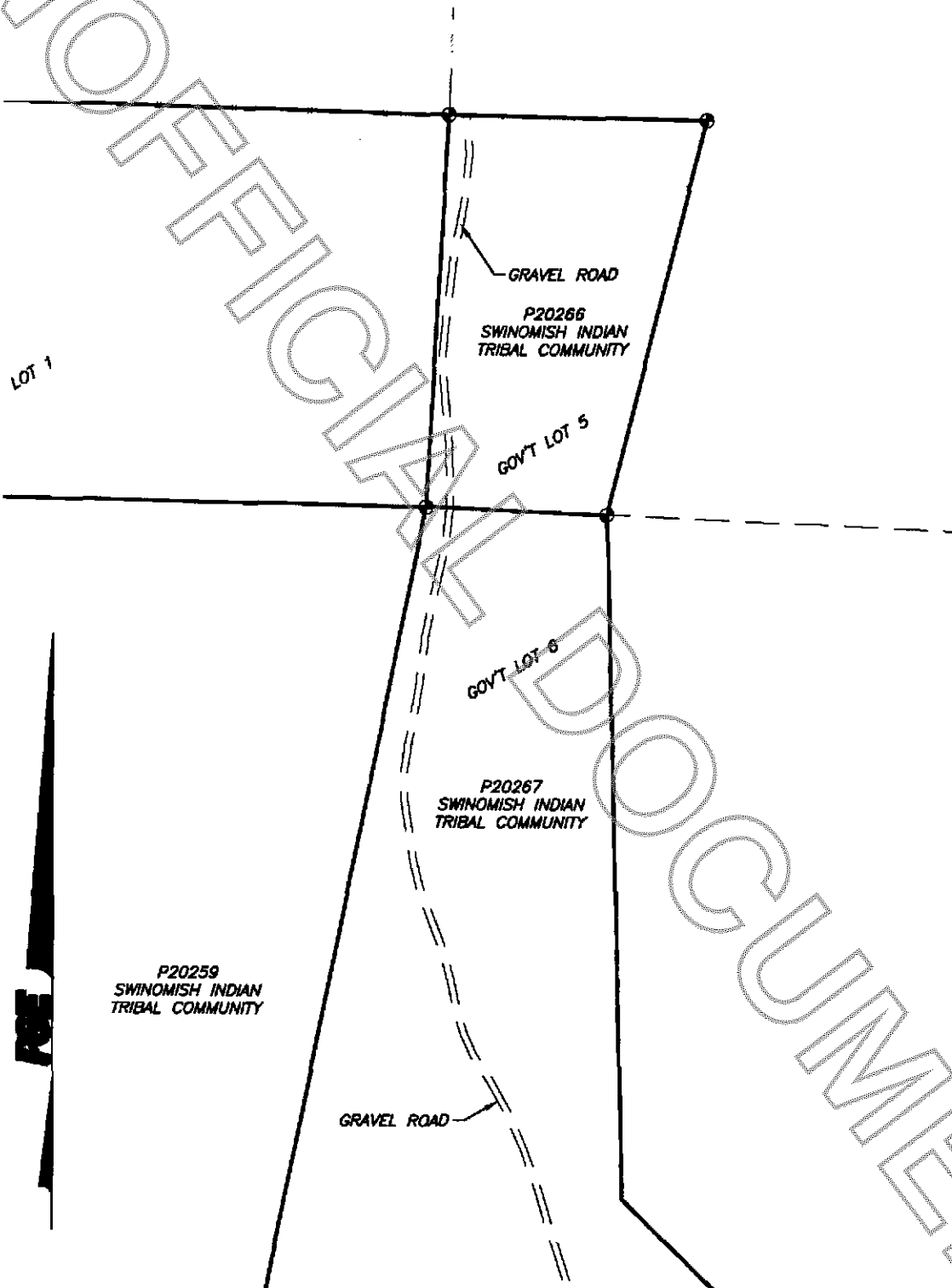
P20273: Government Lot 14, Section 11, Township 34, Range 2 East, W.M., EXCEPT the West 125 feet of the North 660 feet thereof.

PARCEL B: Benefitted:

P20260 & P20274: The North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 10 and the West 125 feet of that portion of Government Lot 14 in Section 11 lying North of the Easterly projection of the South line of the North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 10, All In Township 34 North, Range 2 East, W.M.

Together with an easement for road purposes over that portion of the North 60 feet of Government Lot 14 in Section 11, Township 34 North, Range 2 East, W.M., lying North of the Easterly projection of the South line of the North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 10, Township 34 North, Range 2 East, W.M., Skagit County, WA.

EXHIBIT B1



Gravel road continues south to Exhibit B2

EXHIBIT B2

