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04/21/2021 03:41 PM Pages: 1 of 8 Fees: \$110.50
Skagit County Auditor

2021-1721
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

APR 21 2021

PERMANENT ACCESS EASEMENT By *W* Deputy
Amount Paid \$0
Skagit Co. Treasurer

GRANTOR: G & D WALLACE, INC., a Washington corporation
GRANTEE: SKAGIT COUNTY DIKE, DRAINAGE AND IRRIGATION IMPROVEMENT DISTRICT NO. 12, a Washington special purpose district
LEGAL DESCRIPTION: See attached Exhibit "A" for abbreviated legal description
See attached Exhibit "B" for full legal description
See attached Exhibit "C" for site map
Pt. of Section 5, township 34N, Range 3E, W.W.
ASSESSOR'S PROPERTY TAX PARCEL NOS: P21128

THIS AGREEMENT is made this 14th day of April, 2021, by and between G & D WALLACE, INC., a Washington corporation (hereinafter "Grantor"); and SKAGIT COUNTY DIKE, DRAINAGE AND IRRIGATION IMPROVEMENT DISTRICT NO. 12, a Washington special purpose district (hereinafter "Grantee").

WITNESSETH

WHEREAS, Grantor is the owner of real property situated in Skagit County, Washington, a small portion of which lies north of Bay View-Edison Road and more specifically described in Exhibit "A" attached hereto and incorporate herein (the "Property");

WHEREAS, Grantee is a Washington special purpose district responsible for repair, construction, and maintenance of certain levee and drainage systems along the Skagit River and its tributaries, for purposes of protection of life and property from flooding of the Skagit River, within the boundaries of Skagit County Dike, Drainage and Irrigation Improvement District No. 12; and

WHEREAS, Grantor has agreed to grant and convey to Grantee, a permanent non-exclusive access easement over, on, upon, and across the Property (which is north of Bay View-Edison Road) for the specific and limited purposes of construction of diking and drainage improvements.

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms and conditions set forth herein, together with other good and valuable consideration provided to Grantor, the adequacy and receipt of which are hereby acknowledged, Grantor hereby voluntarily grants, creates, conveys, and establishes a perpetual easement for and in favor of Grantee upon the Property described on Exhibit "A" which shall run with the land and be binding upon the Grantor as set forth herein.

The scope, nature, and character of this Easement shall be as follows:

1. Recitals. The recitals herein are true and correct and are hereby incorporated into and made a part of this Easement.
2. Purpose. It is the purpose of this Easement to grant a permanent non-exclusive access easement over, on, upon, and across the Property for the purpose of ingress and egress to and from contiguous real property for the purpose of construction of diking and drainage improvements in the vicinity of the Property.
3. Survey. Grantee hereby incorporates as Exhibit "B" and "C" the attached legal descriptions and survey drawings, identifying the location of said Easement area, the parcel boundaries, and the aforementioned levee and drainage improvements.
4. No Dedication. No right of access by the general public to any portion of the Property is conveyed by this Easement.
5. Indemnity. Grantee hereby covenants and agrees to indemnify and hold Grantor harmless from any and all loss, damage, or injury caused by or arising out of Grantee's use, construction, reconstruction, repair, alteration, and installation and operation of said levee improvement, flood control devices and levee system on said real property.
6. Duration. This Easement shall remain in full force and effect in perpetuity.
7. Modification. This Easement may be amended, altered, released or revoked only by written agreement between the parties hereto or their heirs, assigns or successors-in-interest, which shall be filed in the public records in Skagit County, Washington.
8. Attorneys Fees/Litigation. In the event that any party to this agreement commences litigation for the enforcement of this agreement, or for any cause, action, loss, or damages arising from this agreement, then the prevailing party shall be entitled to its reasonable attorneys fees and costs.

On this 14th day of April, 2021, before me personally appeared JOHN BURT to me known to be a Commissioner of SKAGIT COUNTY DIKE, DRAINAGE, IRRIGATION AND IMPROVEMENT DISTRICT NO. 12, a Washington special purpose district, Grantee named herein, who executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said special purpose district, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument, and that the seal affixed is the corporate seal of said special purpose district.

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



Signature: [Handwritten Signature]
Print Name: Erika E. Strickler
Notary Public for Washington
Residing in: Blaine
My Appointment Expires: 12/11/2024

ABBREVIATED LEGAL DESCRIPTION

(33.7100 ac) CU F&A #605 AF#761750 1973 TRNSF AF#807370: DK 12: SW1/4 NW1/4
LESS N 10RDS & RD, SECTION 5, TOWNSHIP 34 NORTH, RANGE 3 EAST, W.M.

EXHIBIT "A"

Permanent Access Easement Over a Portion of P21128 Legal Description

A non-exclusive easement for ingress and egress over that portion of land lying Northerly of Bay View-Edison Road and South of the North 10 RODS of the Southwest 1/4 of the Northwest 1/4 Section 5, Township 34 North, Range 3 East, W.M..

All Situate in the County of Skagit, State of Washington.

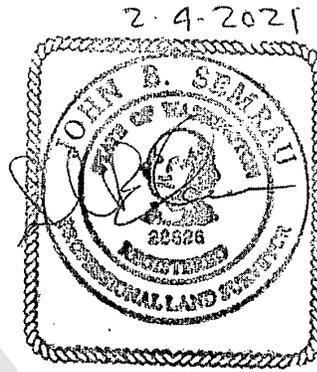
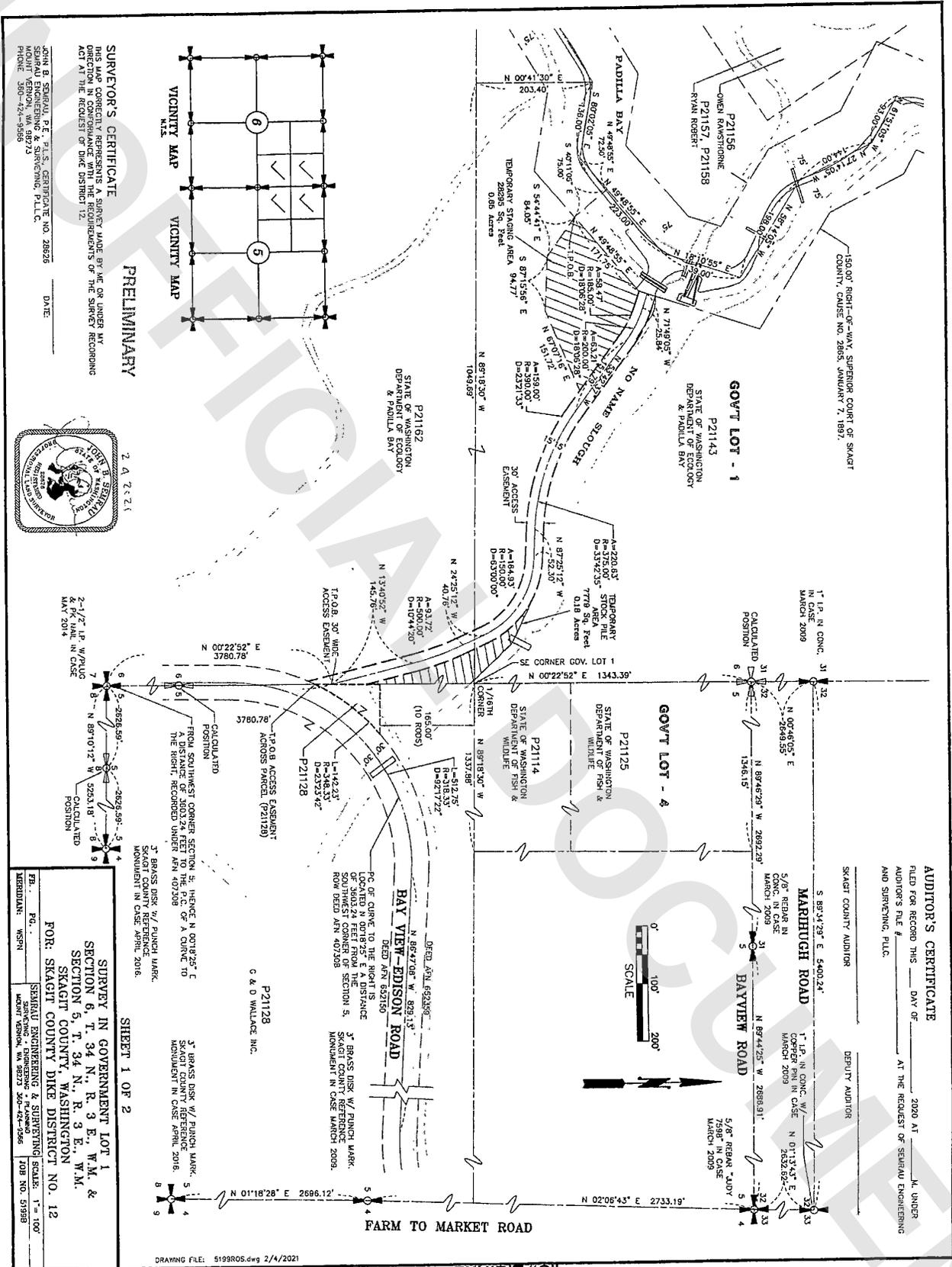


EXHIBIT "B"



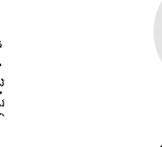
SURVEYOR'S CERTIFICATE
THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AS THE REQUEST OF ONE OR MORE PARTIES.
DATE: _____
JOHN B. SEMRAL, P.E., P.L.S. CERTIFICATE NO. 28626
SEMRAL ENGINEERING & SURVEYING, P.L.L.C.
PHONE: 360-427-9588



2-A 2-C 2-I
2-1/2" LP W/PLD & PLY IN CASE
MAY 2014

AUDITOR'S CERTIFICATE
FILED FOR RECORD THIS _____ DAY OF _____ 2020 AT _____ W. UNDER AUDITOR'S FILE # _____ AT THE REQUEST OF SEMRAL ENGINEERING AND SURVEYING, P.L.L.C.
SKAGIT COUNTY AUDITOR _____ DEPUTY AUDITOR _____
S 89°34'29" E 5400.24'
5/8" REBAR IN CASE
CORNER P.M. IN CASE N 01°13'45" E 2632.92'
MARCH 2009
1" LP. IN CONC. W/ COPPER P.M. IN CASE N 01°13'45" E 2632.92'
MARCH 2009
5/8" REBAR "LUDY" 7588' IN CASE MARCH 2009

PRELIMINARY
VICINITY MAP
VICINITY MAP



2-A 2-C 2-I
2-1/2" LP W/PLD & PLY IN CASE
MAY 2014

SURVEY IN GOVERNMENT LOT 1
SECTION 6, T. 34 N., R. 3 E., W.M. & SECTION 5, T. 34 N., R. 3 E., W.M.
FOR: SKAGIT COUNTY DIKE DISTRICT NO. 12
DRAWING FILE: S199R05.dwg 2/4/2021

EXHIBIT "C"

