



202505140038

05/14/2025 02:16 PM Pages: 1 of 6 Fees: \$308.50
Skagit County Auditor

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

2025 1457

MAY 14 2025

Amount Paid \$ 124.62

By *[Signature]* Skagit Co. Treasurer Deputy

AFTER RECORDING, RETURN TO:

Shultz Law Offices PLLC
317 S 2nd Street, Suite 101
Mount Vernon, WA 92873

ACCESS EASEMENT

GRANTOR: Fir Island Farms, a General Partnership;

GRANTEE: Skagit County Drainage and Irrigation Improvement District No. 15, a Washington Special Purpose District;

LEGAL DESCRIPTION: Portion of Lot 1 of Short Plat #PL01-0397, lying in the NW1/4 of the SW1/4 of Section 21, Township 34 North, Range 03 East, W.M. less County road.

(See Page 2 for full legal of easement area)

ASSESSOR'S PROPERTY TAX PARCEL NOS: P22241 (Xref 340321-3-002-0004)

THIS AGREEMENT is made this 13th day of May, 2025, by and between Fir Island Farms, a General Partnership, consisting of Kathryn J. Hefferline as successor in interest to Sybil Boswyk, deceased, and Grace A. Ahrens and Girard F. Ahrens, Co-Trustees of the Grace A. Ahrens and Girard F. Ahrens Trust Agreement, dated January 9, 1976 (as "Grantor" or "Fir Island Farms"), and Skagit County Drainage and Irrigation Improvement District No. 15, a Washington Special Purpose District (as "Grantee" or "Drainage District 15").

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RECITALS

WHEREAS, Grantor Fir Island Farms, is the owner of the property described in Portion of Lot 1 of Short Plat #PL01-0397 recorded under AF#200201240242, lying in the NW1/4 of the SW1/4 of Section 21, Township 34 North, Range 03 East, W.M. less County road, recorded November 8, 2001, in Skagit County, Washington ("P22241");

WHEREAS, Grantee Drainage District 15, a Washington Special Purpose District desire the privilege and authority to access, use, traverse, and improve a portion of parcel P22241, to be used for purposes of District improvements, including installation of a well boring, , and ingress and egress thereto, as further described below; and

WHEREAS, Grantor desires to convey and grant to Grantee, its successors, assigns, and permittees, the non-exclusive right, privilege, and authority to access, use, traverse, and improve a portion of parcel P22241, to be used and maintained for purposes of District improvements, including installation of a well boring, and ingress and egress thereto, as described herein.

The parties covenant and agree as follows:

1. Grant of Easement. Grantor hereby conveys and quit claim to Grantee, its successors, assigns, and permittees, an Easement (the "Easement") for the non-exclusive right, privilege and authority to access, use, traverse, and improve a portion of parcel P22241, to be used and maintained for purposes of District improvements, including installation of a well boring, and ingress and egress thereto. Said Easement is legally described as follows:

That portion of Lot 1 of Short Plat #PL01-0397, lying in the NW1/4 of the SW1/4 of Section 21, Township 34 North, Range 03 East, W.M., described as follows:

Commencing at a point of beginning 335 feet easterly of the northwest corner of said Government Lot 1;

Thence easterly a distance of 390 feet, more or less, to the existing Drainage District ditch;

Thence southwesterly along the existing Drainage District ditch approximately 100 feet;

Thence northwesterly in a straight line to the point of beginning;

Excepting the County road right of way.

Situate in the County of Skagit, State of Washington.

2. Construction, Maintenance and Operation. The maintenance, improvement, and operation of said Easement for any of the purposes stated herein shall be the sole responsibility and at the sole expense of Grantees; PROVIDED, that Grantor covenants and agrees to indemnify and hold Grantee harmless from any and all loss, damage, or injury caused by or arising out of Grantor's access and/or use of said Easement. If at any time the Grantor or

Grantee proposes changes to the footprint of the Easement or improvements to the existing driveway or addition or improvement of any new driveway surface within the boundaries of the Easement, such changes, improvements, or additions shall be constructed or implemented only upon joint consent of both Grantor and Grantee, and all required permits shall be signed jointly by Grantor and Grantee and submitted accordingly to Skagit County Planning and Development or other appropriate permitting authority. Such consent shall not be required for routine maintenance, including repair or resurfacing of the access and/or repair or maintenance of the boring site or well installation, or maintaining related landscaping or vegetation within the Easement area.

3. Term of Easement. This Easement shall be perpetual and is intended by Grantor and Grantee to run with the land. In the event it becomes necessary to amend the existing Short Plat #PL01-0397 recorded under AF#200201240242, the parties hereto agree to cooperate accordingly as may be required by Skagit County Planning and Development. It is otherwise understood and agreed by the parties that an amendment to the Short Plat is not necessary under the limited purposes of the Easement herein.

4. Indemnity. Grantee agrees to indemnify, defend, and hold harmless Grantor from any and all losses, damages, costs, charges, expenses, liabilities, claims, demands, or judgments of whatsoever kind or nature, whether to persons or to property, arising out of any act, action, omission, or default on the part of Grantee, its agents, subcontractors, and/or employees, unless a claim of such injury or damage is caused by or results from the sole and exclusive negligence of the Grantor. Grantor reciprocally agrees to indemnify, defend, and hold harmless Grantee from any and all losses, damages, costs, charges, expenses, liabilities, claims, demands, or judgments of whatsoever kind or nature, whether to persons or to property, arising out of any act, action, omission, or default on the part of Grantor, its agents, subcontractors, tenants, and/or employees, unless a claim of such injury or damage is caused by or results from the sole and exclusive negligence of the Grantee.

5. Consideration. Good and valuable consideration has been or is being paid to Grantor by Grantee herein, the receipt and sufficiency of which is hereby acknowledged.

6. Legal Consultation. Grantor acknowledges that they have had an opportunity to consult with legal counsel in entering into this Agreement, and have done so, and execute the foregoing after having consulted with legal counsel or after having the opportunity to do so, and as their free and voluntary act and deed.

7. Integration. This Agreement, together with any related exhibits, constitutes the entire understanding and agreement of the parties as to the matters set forth herein. No alteration or amendment to this Agreement shall be effective unless given in writing and signed by all parties sought to be charged or bound by the alteration or amendment.

8. Governing Law. This Agreement shall be governed by the laws of the State of Washington. This Agreement has been accepted by Grantor and Grantee in the State of Washington.

GRANTOR: FIR ISLAND FARMS, A GENERAL PARTNERSHIP

By: Kathryn J. Hefferline, Kathryn J. Hefferline
Its: Managing Partner

GRANTEE: SKAGIT COUNTY DRAINAGE AND IRRIGATION IMPROVEMNET DISTRICT NO. 15

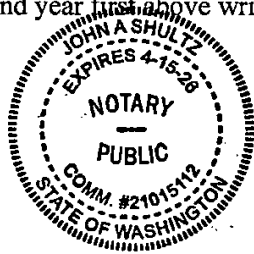
By: Riley Jungquist
Its: Skagit DIID#15 Commissioner

ACKNOWLEDGMENT:

STATE OF Washington)
) ss.
COUNTY OF Skagit)

On this 13 day of May, 2025, before me personally appeared Kathryn Hefferline to me known to be the managing partner of Fir Island Farms, Grantor 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 corporation, for the uses and purposes therein mentioned, and on oath stated that s/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: [Signature]
Print Name: John A. Shultz
Notary Public for Washington
Residing in: Mount Vernon, WA
My Appointment Expires: 4-15-26

