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07/23/2025 09:40 AM Pages: 1 of 4 Fees: $305.50
Skagit County Auditor

Return Address
Daniel Symonds
PO Box 773
Sedro-Woolley, WA. 98284

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Lora Thompson
DATE 7.23.25

Document Title: New 40 Foot Access & Utility Easement

Reference Number:

Grantor(s): ☐ additional grantor names on page. 1. 2.
Daniel Symonds

Grantee(s): ☐ additional grantee names on page. 1.2.
Daniel Symonds

Abbreviated legal description: ☐ full legal on page(s) 2 .

The Northeast Quarter of the Southeast Quarter of Section 6, Township 35 North, Range 5 East of the Willamette Meridian.

Assessor Parcel / Tax ID Number: ☐ additional tax parcel number(s) on page.

P38559, 350506-4-001-0000

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GRANTOR Daniel Symonds, a single man holds title to that real property described below hereby grants and conveys to GRANTEE, Daniel Symonds, a non-exclusive easement for ingress, egress and utilities over, under and across the following described property for the purpose of providing ingress and egress to and from the parcel listed as # 2 below. GRANTOR retains all rights to the easement area, PROVIDED that GRANTOR'S exercise of such rights to not interfere with the GRANTEE'S rights under this easement.

1.) GRANTOR is the owner of the following described separate real property situated in Skagit County, Washington, which shall be burdened by the easement described herein:

PARCEL D:

File No.: 213707-LT

The land in the County of Skagit, State of Washington, described as follows:

The Northeast Quarter of the Southeast Quarter of Section 6, Township 35 North, Range 5 of the Willamette Meridian.

EXCEPT the West 48.52 feet of the South half of the Northeast Quarter of the Southeast Quarter.

ALSO known as Lot 2 of Boundary Line Adjustment listed in Quit Claim Deed recorded under AF#202507110022 and depicted on Record of Survey recorded under AF#202507110023, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington

2.) GRANTEE is the owner of the following described separate real properties situated in Skagit County, Washington, which shall be benefitted by the easement described herein:

File No.: 213707-LT

The land in the County of Skagit, State of Washington, described as

follows: PARCEL A:

The Southeast Quarter of the Northeast Quarter of Section 6, Township 35 North, Range 5 East of the Willamette Meridian.

ALSO known as a portion of Lot 1 of Boundary Line Adjustment listed in Quit Claim Deed recorded under AF#202507110022 and depicted on Record of Survey recorded under AF#202507110023, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

3.) The easement area is described as follows

New 40 Foot Access & Utility Easement

A Portion of Northeast Quarter of the Southeast Quarter of Section 6, Township 35 North, Range 5 East of the Willamette Meridian, Skagit County, Washington, **DESCRIBED AS FOLLOWS:**

Consisting of a strip of land located in said portion of land described above, being 40.00 feet wide, the Easterly line being 40 feet right of the Westerly line described below:

Commencing at the East quarter corner of Said Section 6, thence South 00° 16' 40" West along the East line of said Section 6, a distance of 1,296.73 feet to the Southeast corner of the Northeast quarter of the Southeast Quarter of said Section 6; thence North 87° 26' 57" West along the South line of the Northeast quarter of the Southeast Quarter of said Section 6, a distance of 727.80 feet to the **Point of Beginning;** thence leaving said South line North 02° 33' 03" East, a distance of 5.00 feet to the beginning of a non-tangent curve to the left the radius point which bears

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North 01° 52' 34" East, having a radius of 55.47 feet and a central angle of 49° 07' 02", an arc distance of 47.55 feet; thence North 02° 55' 59" West, a distance of 282.32 feet to the beginning of a tangent curve to the right, having a radius of 513.46 feet and a central angle of 03° 53' 21", an arc distance of 34.85 feet; thence North 00° 57' 22" East, a distance of 102.47 feet to the beginning of a tangent curve to the left, having a radius of 153.28 feet and a central angle of 32° 33' 55", an arc length of 87.12 feet; thence North 31° 36' 33" West, a distance of 87.84 feet; thence North 40° 12' 53" West, a distance of 87.81 feet to the beginning of a tangent curve to the right; having a radius of 344.15 feet and a central angle of 30° 27' 37, an arc length of 182.96 feet to a point of a tangent compound curve to the right; having a radius of 88.87 feet and a central angle of 38° 24' 02", an arc length of 59.56 feet; thence North 28° 38' 45" East, a distance of 71.50 feet; thence North 19° 54' 11" East, a distance of 55.50 feet to the beginning of a tangent curve to the left; having a radius of 725.96 feet and a central angle of 8° 28' 28", an arc length of 107.37 feet to a tangent reverse curve to the right; having a radius of 381.38 feet and a central angle of 15° 03' 17", an arc length of 100.21 feet; thence North 26° 29' 00" East, a distance of 82.93 feet; thence North 14° 30' 14" East, a distance of 23.39 feet to the North line of the Northeast quarter of the Southeast quarter of said Section 6,to the terminus of this strip.

The sidelines of the above-described strip of land shall be lengthened or shortened to interact at angle points and the beginning and ending of this strip.

Situate in the County of Skagit, State of Washington.

4.) The GRANTEE when exercising its rights to install improvements in the easement area, shall notify GRANTOR of the intended activity and shall restore the easement area to a neat and proper order. Obstruction of interferences which in the GRANTOR'S opinion reduce the GRANTEE'S ability to maintain the easement area shall not be required to be restored. GRANTEE shall compensate GRANTOR of the value of any timber removed from the easement area at the time of removal.

5.) No overhead utilities shall be installed by GRANTEE in the easement area.

6.) This easement shall remain in effect in perpetuity, until terminated by the mutual written and recorded agreement of the GRANTOR and GRANTEE, or by operation of law.

7.) The benefits, burdens and covenants of the easement shall be deemed to run with the land and bind the owners of the GRANTOR'S property described in paragraph 1, above, and GRANTOR'S respective heirs, successors, and assigns.

8.) GRANTEE, and its successors or assigns, will indemnify, defend, and save GRANTOR and its successors or assigns, harmless from, any damage or injury, either to persons or personal property, sustained by GRANTEE, its contractors, invitees, agents, employees or others, which damage or injuries are caused by any act or omission of the GRANTEE, its agents, contractors, invitees or employees, or from any activity, work, or things done, permitted or suffered by the GRANTEE in or about the easement areas, or caused by any condition of defects now or hereafter existing or occurring in the easement area and improvements now or hereafter located in the easement area.

9.) The parties agree to exercise their best efforts in good faith to resolve problems associated with the easement. Should the parties be unable or unwilling to amicably resolve and dispute concerning this easement, including the interpretation of this easement, the they agree to submit to binding arbitration under the Rules of Mandatory Arbitration for Skagit County, Washington, regardless of the nature of the dispute or the amount in controversy, and the parties agree that the results reached in such arbitration shall be binding and may not be appealed. The prevailing party shall be entitled to reasonable costs and attorney fees.

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Daniel Symonds 7/21/2025
Date

Individual Acknowledgement

STATE OF WASHINGTON)
) SS
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that
DANIEL SYMONDS
s/are the person(s) who appeared before me, and said person(s) acknowledged that (he/she/they) signed this instrument and acknowledged it to be (his/her/their) free and voluntary act for the uses and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN to me this 21ST day of JULY, 2025.

Signature

BRIAN GULLIKSON

Printed Name

Notary Public
State of Washington
BRIAN ADAM GULLIKSON
COMM. # 24023840
MY COMM. EXP. 03/09/2028

Notary Public in and for the State of Washington, residing at
BURLINGTON, WA

My appointment expires 3/9/2028

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