

AFTER RECORDING RETURN TO:

Skagit County Public Works Department
Burton Reanier, P.E., L.S.
1800 Continental Place
Mount Vernon, WA 98273



200611080109
Skagit County Auditor

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SKAGIT COUNTY

Contract # C20060472

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DOCUMENT TITLE: RIGHT-OF-WAY EASEMENT

GRANTOR(S): Kevin R. Rudolph and Lucinda M. Rudolph, husband and wife

GRANTEE: Skagit County, a Washington municipal corporation

LEGAL DESCRIPTION (abbreviated): PTN E 1/2 NE 1/4 NW 1/4 Section 11,
Township 35, Range 8 East, W.M., aka Tract B Survey AF # 9104020044

TAX I.D. NUMBER: 350811-2-001-0100

PARCEL NUMBER: P99361

RIGHT-OF-WAY EASEMENT

THE GRANTOR(S), Kevin R. Rudolph and Lucinda M. Rudolph, husband and wife, owners of the property hereinafter described, for and in of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby conveys to the GRANTEE, Skagit County, a municipal corporation of the State of Washington, a perpetual, exclusive easement for the purposes of a road right-of-way over, under, upon, and across, and through the parcel of land described in EXHIBIT "A", attached hereto and made a part hereof, which is herein incorporated by reference. The legal description for the easement is described in EXHIBIT "B", attached hereto and made a part hereof, which is herein incorporated by reference. Provided, Skagit County, as part of the consideration for this right-of-way easement, agrees to, and shall vacate any portion of the 1926 right-of-way granted to the County by Puget Sound Power and Light Co. (now Puget Sound Energy), as recorded May 4, 1926, in Volume 139, Page 448, Auditor's File #193867, records of Skagit County, Washington, that exists on the property described in Exhibit A.

Conveying approximately 0.87 acres.

Together with the right to enter upon said land at any time with all necessary personnel, material, and equipment for the purposes of constructing, inspecting, repairing and maintaining said road right-of-way, including road slopes that may extend into Grantor's property, and necessary drainage for said road and right-of-way. Also, together with the right to grant utility franchises and install utilities, including extensions and improvements thereto.

Maintenance of Road:

Further Provided, that as part of the consideration for this Easement agreement, Skagit County accepts responsibility for the maintenance of the existing road; Provided, that the County shall only be responsible for the maintenance of the existing road subject to the following:

- a. The existing road is currently designated a "Primitive Road." The County shall not be responsible for making any improvements to the existing road, or otherwise be required to designate, maintain, or bring the existing road to any other County road standard.
- b. Because the existing road is currently designated a "Primitive Road", Grantor shall hold the County harmless for any liability and/or damages arising from and/or related to any failure of the County to maintain the existing road to any standard other than those provided and designated for roads designated a "Primitive Road."

The Skagit County Assessor will apportion the taxes as provided for by RCW 84.60.070.

This Easement shall commence upon recording of this Easement. This Easement agreement may be executed in any number of counterparts. Should any portion, term, or provision of this Easement be found to be void or unenforceable (by a Court of competent jurisdiction), all other provisions of this Easement shall remain enforceable and binding. This Easement agreement shall be construed under the laws of the State of Washington. Venue shall be in Skagit County, Washington.

The undersigned hereby agrees to surrender possession of lands or rights herein conveyed, granted, transferred, and/or released upon receipt of payment.

To Have and to Hold the same, unto the County of Skagit, in the State of Washington.



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GRANTOR(S):

IN WITNESS WHEREOF, the parties have executed this Agreement this 3rd day of October, 2006.

By: Kevin R. Rudolph
Print name: Kevin R. Rudolph

By: Lucinda M. Rudolph
Print name: Lucinda M. Rudolph

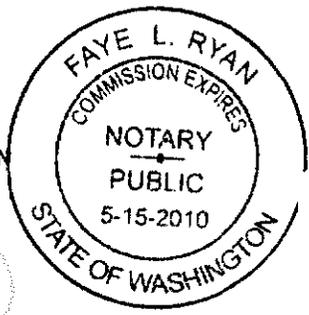
STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

On this day personally appeared before me
Kevin R. Rudolph

To me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her free and voluntary act and deed, and that he/she is authorized to sign the forgoing instrument, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 3rd day of October, 2006.

Signed: Faye L. Ryan
Print notary's name: Faye L. Ryan
Notary Public in and for the State of Washington,
residing at: Stanwood WA SKAGIT COUNTY WASHINGTON
My commission expires 5/15/2010 REAL ESTATE EXCISE TAX



STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

NOV 08 2006

Amount Paid \$ 0
By fr Skagit Co. Treasurer Deputy

On this day personally appeared before me
Lucinda M. Rudolph

To me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her free and voluntary act and deed, and that he/she is authorized to sign the forgoing instrument, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 3rd day of October, 2006.

Signed: Faye L. Ryan
Print notary's name: Faye L. Ryan
Notary Public in and for the State of Washington,
residing at: Stanwood WA
My commission expires 5/15/2010



GRANTEE:

IN WITNESS WHEREOF, the parties have executed this Agreement this 10th
day of November, 2006.

SKAGIT COUNTY, WASHINGTON

Dated this 6th day of November, 2006.

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

Kenneth A. Dahlstedt
Kenneth A. Dahlstedt, Chairman

ABSENT

Ted W. Anderson, Commissioner

Don Munks
Don Munks, Commissioner

Approved:

By: W. Eugene Sampley
W. Eugene Sampley, P.E.
Director, County Engineer

By: Billie Kadrmas
Billie Kadrmas
Risk Manager

By: Trisha Logue
Trisha Logue, CPA
Budget & Finance Director

Approved as to Form Only:

By: M. Moe
Civil Deputy

Attest: JoAnne Siesbrecht
JoAnne Siesbrecht, Clerk of the Board



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EXHIBIT "A"

Rudolph Legal Description
P99361

The East 1/2 of the Northeast 1/4 of the Northwest 1/4 of Section 11, Township 35 North, Range 8 East, W.M. (Also known as Parcel B of that Survey recorded April 2, 1991, in Volume 11 of Surveys, Page 14, Auditor's File No. 9104020044, records of Skagit County, Washington.).

Situate in the County of Skagit, State of Washington.



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EXHIBIT "B"

Easement Legal Description
Lake Shannon Road C.R. #97229

A 60-ft road easement located in the East ½ of the Northeast ¼ of the Northwest ¼ of Section 11, Township 35 North, Range 8 East, W.M., being 30 feet on each side of the right of way centerline of Lake Shannon Road C.R. #97229 as shown and described on that certain map entitled "Lake Shannon Road #97229 Right of Way Easement" map, dated June 19, 2006, on file in office of the Skagit County Engineer, Skagit County, Washington, and made a part hereof by reference, more particularly described as follows:

Said 60-ft road easement intersects and enters said East ½ of the Northeast ¼ of the Northwest ¼ at Lake Shannon Road centerline station 8+91.46, at a point on the West line of said East ½ of the Northeast ¼ of the Northwest ¼. Said 60 foot crosses said East ½ of the Northeast ¼ of the Northwest ¼ in an Easterly direction, as shown on the "Lake Shannon Road #97229 Right of Way Easement" map, and exits said East ½ of the Northeast ¼ of the Northwest ¼ at Lake Shannon Road centerline station 15+26.63, being a point on the East line of said East ½ of the Northeast ¼ of the Northwest ¼ and the termination of this easement.

Subject to easements of record.

Situate in the County of Skagit, State of Washington.



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