



200711210010  
Skagit County Auditor

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After Recording Return To:  
Skagit County Public Works Department  
Attn: Engineering Manager  
1800 Continental Place  
Mount Vernon, Washington 98273

SKAGIT COUNTY WASHINGTON  
RE STATE EXCISE TAX

NOV 21 2007

Amount Paid \$  
Skagit Co. Treasurer  
By Deputy

SKAGIT COUNTY  
Contract # C20070640

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DOCUMENT TITLE: ROAD ACCESS EASEMENT

GRANTOR(S): SKAGIT COUNTY, a political subdivision of the State of Washington.

GRANTEE(S): CAROL R. ROSS and ADELE R. SLIND, individually.

LEGAL DESCRIPTION (abbreviated): Ptn of GL 9, 32-36-3 E. W.M.

PARCEL NUMBER(S): P124613 (XrefID: 360332-0-009-0200) and  
P48505 (XrefID: 360332-0-009-0008) and  
P33805 (XrefID: 350305-0-001-0000)

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## ROAD ACCESS EASEMENT

This Road Access Easement (the "Easement Agreement"), is made by and between, Skagit County, a political subdivision of the State of Washington ("Grantor") and , Carol R. Ross and Adele R. Slind, each in her individual capacity (collectively herein the "Grantees"). Grantor and Grantees may be individually referred to herein as a "party" and may be collectively referred to herein as the "parties".

## RECITALS

A. Grantor is the fee-simple owner of certain real property located in Skagit County, Washington, commonly described as Skagit County Assessor Tax Parcel No.: P124613 (360332-0-009-0200), and more particularly described by the legal description attached hereto as Exhibit "A" and incorporated herein by reference ("Grantor's Property").

B. Grantees are the owner of certain real property located in Skagit County, Washington, commonly described as 5864 Farm To Market Road, Bow, WA 98232 (Skagit County Assessor Tax Parcel No.: P48505 [XrefID: 360332-0-009-0008]) and Skagit County Assessor Tax Parcel No.: P33805 (XrefID: 350305-0-001-0000), and as both properties are more particularly described by the legal description attached hereto as Exhibit "B" and incorporated herein by reference ("Grantees' Property").

C. Grantor's Property is currently traversed by an existing road which provides access to Grantees' Property (the "Existing Road"). The location of the Existing Road is more particularly depicted and/or described at Exhibit "C", attached hereto and incorporated herein by reference.

D. Both parties agree that it would be in the mutual interest and benefit of both parties to have a formal easement agreement pertaining to the Existing Road, as provided herein.

In consideration of the forgoing, and of the following mutual terms, provisions, and covenants set forth herein, Grantor and Grantees hereby agree as follows:

1. **Grant of Easement.** Grantor hereby grants and conveys to Grantees a road access easement for the purposes set forth (and subject to the terms) herein (the "Easement") over, under, across, and through that certain portion of Grantor's Property in the general vicinity where the Existing Road is located (as of the date of this Easement Agreement), and as more particularly described and depicted on the attached Exhibit "C". This Easement is for ingress, egress, and utilities. Any utilities placed within the Easement by Grantees shall not interfere with the use of the Existing Road (by the Grantor, other public entities, and/or by the general public), and shall be done and maintained at the sole cost, expense, and liability of the Grantees. Any construction, repair, and/or maintenance of the Existing Road and utilities within in this Easement shall be made by Grantees, and shall be made at the sole cost, responsibility, and liability of the Grantees. The Grantees further agree to pay all costs

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associated with any damage caused to the Grantor's property as a result of the Grantees' use of the road or other actions by the Grantees. Grantor is under no obligation or duty to repair or maintain the Existing Road, or otherwise bring the Existing Road up to any particular County road standard; provided, that the Grantor shall repair any damage to the Existing Road caused solely by the Grantor.

2. **Grantor's Reservation of Use.** Grantor reserves the right to use the Easement for any purpose, including the right of the public to use the Easement as public right-of-way. In no event shall Grantees construct or maintain any buildings, obstructions, gates, or other structures within the Easement, and Grantees shall restore any damage caused to any improvements within the Easement caused by Grantees' negligence. Grantor reserves the right to relocate (and/or expand) the Existing Road to another location on Grantor's property, and in such an event the Easement provided to Grantor would continue with the same terms herein (except for the revised description and/or depiction of the location of the Easement).

3. **Obligations Run With the Land.** This Easement shall be perpetual in duration, and shall run with the land, and shall be binding on the undersigned and all successors, assignees, devisees, and/or transferees of the parties and shall, in all respects, attach to the individual properties legally described in this Easement Agreement.

4. **Governing Law; Venue.** This Easement shall be construed under the laws of the State of Washington. It is agreed by the parties that the venue for any legal action brought under or relating to the term of this Easement shall be in Skagit County, State of Washington.

5. **Recording.** This Easement shall be recorded with the Skagit County auditor, and shall become effective immediately upon recording.

6. **Entire Agreement.** This Easement agreement contains the entire agreement between the parties hereto and incorporates and supersedes all prior negotiations or agreements. It may not be modified or supplemented in any manner for form whatsoever, either by course of dealing or by parol or written evidence of prior agreements and negotiations, except upon the subsequent written agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the dates set forth below.

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Date: Nov. 5<sup>th</sup>, 2007

Grantees:

Carol Ross

Carol Ross

Adele R. Slind

Adele R. Slind



Date: 11/19/, 2007

Grantor:

BOARD OF COUNTY COMMISSIONERS  
SKAGIT COUNTY, WASHINGTON

Sharon D. Dillon

Sharon D. Dillon, Chair

Don Munks

Don Munks, Commissioner

Kenneth A. Dahlstedt

Kenneth A. Dahlstedt, Commissioner

Approved:

By: James Voetberg

James Voetberg, P.E.  
Director, County Engineer

Approved as to Form:

By: Stephen Fallquist

Stephen Fallquist  
Civil Deputy

Approved as to Indemnification:

By: Billie Kadmas

Billie Kadmas  
Risk Manager

ATTEST:

By: Linda Hamman Assistant

JoAnne Giesbrecht, Clerk of the Board

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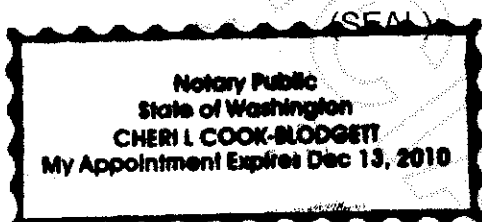
STATE OF WASHINGTON

SS.

COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that Adele R. Slind is the person(s) who appeared before me, and said person(s) acknowledged that he/she signed this instrument, on oath stated that he/she executed the forgoing instrument as his/her free and voluntary act for the uses and purposes herein mentioned.

DATED this 1 day of November, 2007.



Notary Public  
print name: Cheri Cook - Blodgett  
Residing at Concrete, WA  
My commission expires 12-13-2010

STATE OF ~~WASHINGTON~~ NEW YORK

SS.

COUNTY OF ~~SKAGIT~~ MONROE

I certify that I know or have satisfactory evidence that Carol Ross is the person(s) who appeared before me, and said person(s) acknowledged that he/she signed this instrument, on oath stated that he/she executed the forgoing instrument as his/her free and voluntary act for the uses and purposes herein mentioned.

DATED this 5th day of November, 2007.

(SEAL)

Patricia A. Brooks

Notary Public  
print name: Patricia A. Brooks  
Residing at 113 Gates St, Palmyra, NY 14522-1212  
My commission expires 07/31/2010

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PATRICIA A. BROOKS  
Notary Public - State of New York  
Commission No. 01BR4810879  
Wayne County  
Commission Expires: 07/31/2010



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STATE OF WASHINGTON

COUNTY OF SKAGIT

ss.

I certify that I know or have satisfactory evidence that Sharon Dillon, Don Munks, and/or Kenneth A. Dahlstedt is/are the person(s) who appeared before me, and said person(s) acknowledged that she/he/they signed this instrument, on oath stated that she/he/they was/were authorized execute the instrument and acknowledged it as Commissioner(s) of Skagit County, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

DATED this 19 day of November, 2007.

(SEAL)

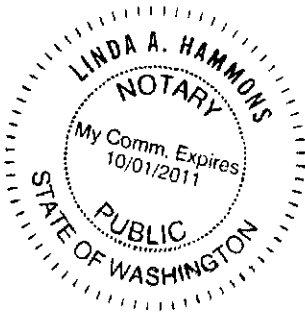
Linda A. Hammons

Notary Public

print name: Linda A. Hammons

Residing at Mount Vernon, WA

My commission expires 10/01/2011



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**LISSE & ASSOCIATES, PLLC**

320 Milwaukee St, PO Box 1109, Mount Vernon WA 98273 (360) 419-7442 FAX (360) 419-0581

July 8, 2003

**Right-of-Way Description**

Grantors: Carol R. Ross  
Adele R. Turner

Grantee: Skagit County

That portion of Government Lot 9, Section 32, Township 36 North, Range 3 East, W.M., described as follows:

Commencing at the Southeast corner of said Government Lot 9, Southeast Section corner;  
thence North  $0^{\circ}49'43''$  West along the East line of said Government Lot 9 for a distance of 523.33 feet;  
thence South  $88^{\circ}09'16''$  West for a distance of 20.00 feet to the westerly margin of Farm to Market Road and also being the Northeast corner of that certain parcel conveyed to Continental Telephone Company of the Northwest, Inc. and recorded under Skagit County Auditor's File No. 842347 and being the TRUE POINT OF BEGINNING;  
thence continue South  $88^{\circ}09'16''$  West along the North line of said Continental Telephone Company of the Northwest, Inc. parcel for a distance of 200.00 feet to the Northwest corner thereof;  
thence continue South  $88^{\circ}09'16''$  West for a distance of 72.05 feet;  
thence North  $0^{\circ}49'43''$  West parallel with said East line of Government Lot 9 for a distance of 220.61 feet, more or less, to the North line of that certain parcel conveyed to Carol R. Ross and Adele R. Turner, and recorded under Skagit County Auditor's File No. 200001060003, also being the intended (deed calls do not match exactly) Southwest corner of that certain parcel conveyed to Linda M. Moorecroft and recorded under Skagit County Auditor's File No. 2001042400118;  
thence North  $89^{\circ}10'17''$  East (called East on previous description) along said North line of the Ross-Turner parcel for a distance of 50.00 feet, more or less, to an angle point in said North line, also being the intended Southeast corner of said Moorecroft parcel;  
thence North  $0^{\circ}49'43''$  West (called North on previous description) along the East line of said Moorecroft parcel for a distance of 11.00 feet to an angle point on said North line of said Ross-Turner parcel;  
thence North  $89^{\circ}10'17''$  East along said North line for a distance of 222.00 feet, more or less, to said westerly margin of Farm to Market Road at a

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point bearing North 0°49'43" West from the TRUE POINT OF BEGINNING;  
thence South 0°49'43" East along said westerly margin of Farm to Market Road for a distance of 226.78 feet, more or less, to the POINT OF BEGINNING.

EXCEPT road and drainage rights-of-way.

SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.

Situate in the County of Skagit, State of Washington.

Containing 61,792 square feet, 1.42 acres



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Exhibit "B"  
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P33805

PARCEL "A":

That portion of Government Lots 2 and 4 in Section 5, Township 35 North, Range 3 E.W.M., described as follows:

Beginning at a point 2.5 feet South and 1559 feet West of the Northeast corner of said Section; thence South 8 degrees West to the Northerly right of way line of the County Road; thence Westerly along said Northerly right of way line to an intersection with the Northerly right of way line of Drainage District No. 16 ditch; thence Westerly and Northerly along the Northerly and Westerly right of way line of Drainage District No. 16 ditch to a point which is 11 feet North and 2581 feet West of the Northeast corner of said Section 5; thence South 89 degrees 14' 30" East 1022 feet to the point of beginning; EXCEPT Road and Ditch rights of way; EXCEPT that portion conveyed to Skagit County by deed recorded July 25, 1934 in Volume 164 of Deeds, page 547, records of Skagit County, Washington; EXCEPT that portion, if any, lying Easterly of the Westerly line of those premises conveyed to John A. McRae, etux. by deed recorded November 30, 1940, as Auditor's File No. 332531; and EXCEPT the following described tract:

That portion of said Lot 4 lying South of the South line of a parcel granted to Drainage District No. 16 of Skagit County, by Arthur and Louise Symons, by right of way deed Dated April 9, 1937, and recorded in Volume 172 of deeds, page 277, under Auditor's File No. 291911, records of Skagit County, Washington, and lying North of the Samish River, and lying West of the West line of the Bayview Edison Road No. 662, as shown on the Skagit County Engineer's Right of Way Plat dated June 1959.

Situate in the County of Skagit, State of Washington.

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Exhibit "B"  
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P48505

PARCEL "B":

That portion of Government Lots 4, 8, and 9, of Section 32, Township 36 North, Range 3 E.W.M., described as follows:

Beginning at a point 346.33 feet North and 20 feet West of the Southeast corner of said Section 32; thence West 200 feet; thence South 369.5 feet, more or less, to the centerline of a certain ditch; thence North 89 degrees 14' 30" West along said centerline to the East bank of a main drainage ditch of Drainage District No. 16; thence Northerly and Easterly along the East bank of said ditch to the upland line of the dike right of way of Dike District No. 19 dike; thence Southerly and Southeasterly along the Westerly and Southerly right of way line of said Dike District No. 19 dike to a point which is 738.76 feet North and 292 feet West of said Southeast corner of said Section 32; thence East 50 feet; thence North 11 feet; thence East 222 feet, more or less, to a point 20 feet West of the East line of said Section; thence South 403 feet, more or less, to the point of beginning; EXCEPT Road and Ditch rights of way; and EXCEPT the following described tract:

Beginning at a point on the East line of said Section 32 that is 346 feet and 4 inches North of the Southeast corner thereof; thence West, parallel with the South line of said Section, a distance of 220 feet; thence North parallel with the East line of said Section, a distance of 177 feet; thence East 220 feet to the East line of said Section; thence South to the point of beginning.

Situate in the County of Skagit, State of Washington.

and EXCEPT parcel P124613 conveyed to Skagit County and recorded AF 200605240071.

Situated in the County of Skagit, State of Washington.

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**LISSE & ASSOCIATES, PLLC**

320 Milwaukee St, PO Box 1109, Mount Vernon WA 98273 (360) 419-7442 FAX (360) 419-0581

Exhibit "C"

**Easement Description**

An easement for ingress, egress and utilities in a portion of Government Lot 9, Section 32, Township 36 North, Range 3 East, W.M., being over, under and across a portion of that certain right-of-way conveyed to Skagit County for the Edison Storm Water Drainage Project and recorded under Skagit County Auditor's File No. 200605240071, and being more particularly described as follows:

Commencing at the Southeast corner of said Government Lot 9, Southeast Section corner;  
thence North 0°49'43" West along the East line of said Government Lot 9 for a distance of 523.33 feet;  
thence South 88°09'16" West for a distance of 20.00 feet to the westerly margin of Farm to Market Road and also being the Northeast corner of that certain parcel conveyed to Continental Telephone Company of the Northwest, Inc. and recorded under Skagit County Auditor's File No. 842347;  
thence continue South 88°09'16" West along the North line of said Continental Telephone Company of the Northwest, Inc. parcel for a distance of 200.00 feet to the Northwest corner thereof;  
thence continue South 88°09'16" West for a distance of 72.05 feet;  
thence North 0°49'43" West parallel with said East line of Government Lot 9 for a distance of 220.61 feet, more or less, to the North line of that certain parcel conveyed to Carol R. Ross and Adele R. Turner, and recorded under Skagit County Auditor's File No. 200001060003, also being the intended (deed calls do not match exactly) Southwest corner of that certain parcel conveyed to Linda M. Moorecroft and recorded under Skagit County Auditor's File No. 2001042400118 and also being the TRUE POINT OF BEGINNING of said easement;  
thence North 89°10'17" East (called East on previous description) along said North line of the Ross-Turner parcel for a distance of 50.00 feet, more or less, to an angle point in said North line, also being the intended Southeast corner of said Moorecroft parcel;  
thence North 0°49'43" West (called North on previous description) along the East line of said Moorecroft parcel for a distance of 11.00 feet to an angle point on said North line of said Ross-Turner parcel;  
thence North 89°10'17" East along said North line for a distance of 222.00 feet, more or less, to said westerly margin of Farm to Market Road;

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Exhibit "C"

thence South 0°49'43" East along said westerly margin of Farm to Market Road for a distance of 45.00 feet;  
thence South 86°51'20" West for a distance of 272.22 feet, more or less, to a point bearing South 0°49'43" East a distance of 45.00 feet from the TRUE POINT OF BEGINNING;  
thence North 0°49'43" West for a distance of 45.00 feet to the TRUE POINT OF BEGINNING.

SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.

Situate in the County of Skagit, State of Washington.



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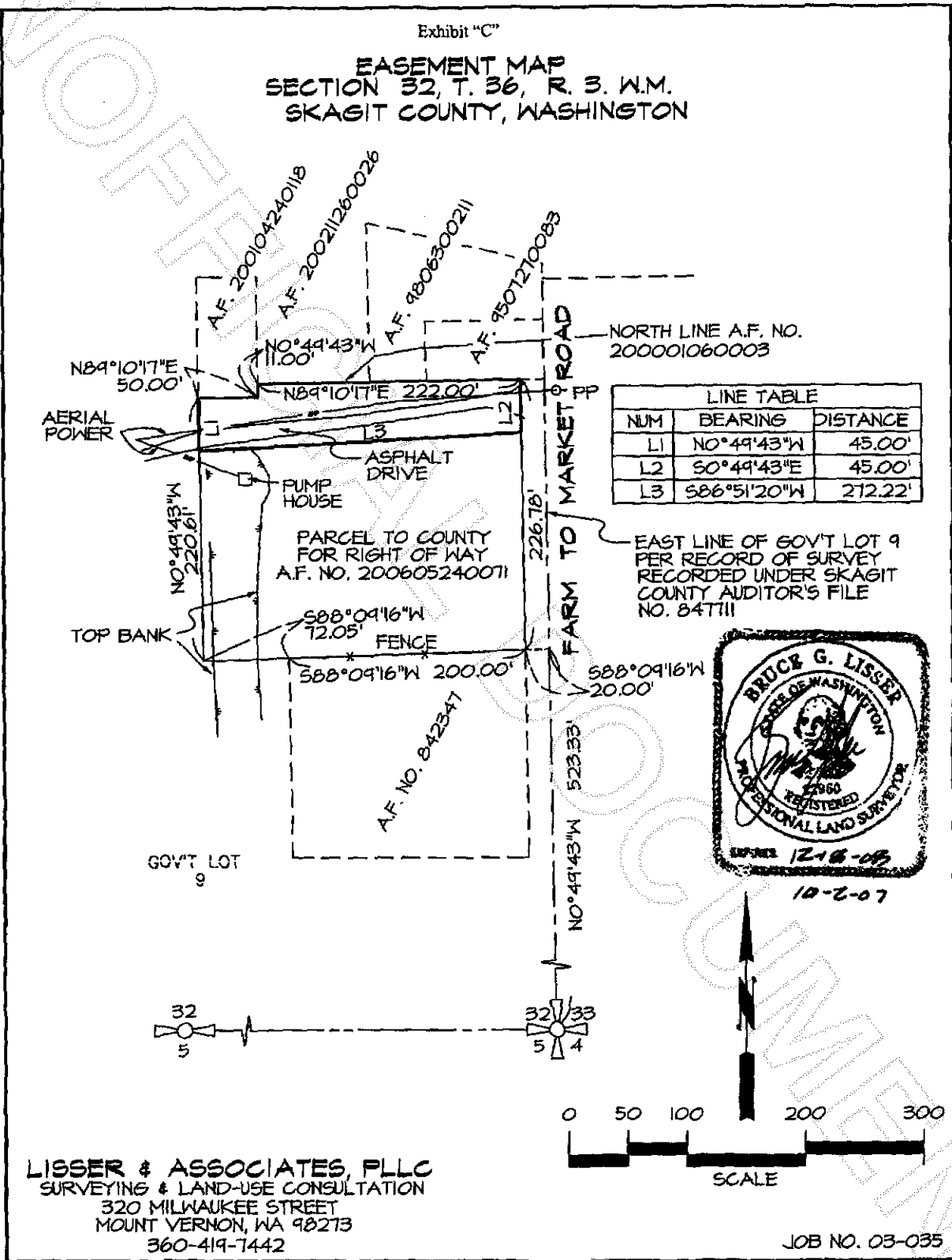


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Exhibit "C"

**EASEMENT MAP**  
**SECTION 32, T. 36, R. 3. W.M.**  
**SKAGIT COUNTY, WASHINGTON**



**LISSER & ASSOCIATES, PLLC**  
 SURVEYING & LAND-USE CONSULTATION  
 320 MILWAUKEE STREET  
 MOUNT VERNON, WA 98273  
 360-419-7442

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