201202270196
Skagit County Auditor
2/27/2012 Page 1 of 19 4:14PM

After recording return document to:

K&L Gates LLP
925 Fourth Avenue, Suite 2900
Seattle, Washington 98104
Attn: Denise L. Stiffarm

PLEASE MAKE NO MARK IN THE MARGIN SPACE - RESERVED FOR COUNTY AUDITOR'S USE

Document Title:	**CORRECTION RECORDING - ACCESS EASEMENT AGREEMENT**
Grantor:	Stanislaw Properties L.L.C., a Washington limited liability company
Grantees:	Sedro-Woolley School District No. 101
Abbreviated Legal:	Section 19, Township 35 N, Range 5 E
	Additional and complete legal descriptions are on Exhibits A and B of document
Assessor's Property Tax Parcel Account Numbers:	**Burdened Property** P39430 **Benefited Property** P39433, P39435, P39437, P39427, P39429, P39438
Recording Numbers Of Related Documents:	201202140072

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

FEB 27 2012

Amount Paid $ 0
Skagit Co. Treasurer
By MG Deputy

ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT is made and entered into as of this 13th day of February, 2012, by and between Stanislaw Properties L.L.C., a Washington limited liability company, as grantor (**"Grantor"**), and Sedro-Woolley School District No. 101, a Washington municipal corporation, as grantee (**"Grantee"**).

RECITALS

A. Grantor is the owner of that certain real property in Skagit County, Washington, described in Exhibit A attached hereto (the **"Burdened Property"**);

B. Grantee is the owner of the parcels that compose that certain real property in Skagit County, Washington, described in Exhibit B attached hereto (the **"Benefited Property"**); and

C. Grantee wishes to obtain and Grantor is willing to grant a perpetual access easement over and across a portion of the Burdened Property for the purposes hereinafter set forth.

NOW THEREFORE, in consideration of the foregoing recitals, Ten Dollars ($10.00) in hand paid and other good and valuable consideration, including without limitation Grantor's receipt of complimentary easement rights over Grantee's property as set forth in a separate easement agreement, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Grant of Easement.

(a) Grantor hereby grants, establishes and conveys to Grantee, its assigns and successors in interest to the Benefited Property and all portions thereof, a twenty (20) foot wide perpetual, non-exclusive easement over and across that portion of the Burdened Property legally described in Exhibit A attached hereto and as described and depicted in Exhibit C attached hereto (the **"Easement Area"**) for the purposes of (i) vehicle egress of Grantee, its successors, guests, employees, contractors, lessees, permittees, agents and other Grantee invitees ("Grantee's Parties"), with such vehicles being limited to those needed for Grantee's purposes, specifically described as buses and vehicles owned or leased by Grantee, Grantee's administrator personal vehicles, and Grantee hired utility, commodity, and maintenance contractor vehicles; and (ii) fire and emergency vehicle ingress and egress. All of the foregoing uses shall be related to or otherwise serve and benefit the uses on the Benefited Property and Grantee hereby accepts such easement on the terms and conditions herein contained.

(b) Grantor and Grantee agree that Grantor has the right to reconfigure the Easement Area in the future for the purpose of accommodating ingress and egress from State

Route 20 to Grantor's property with such reconfigured easement being known as the "**Future Easement Area**"; provided that such Future Easement Area shall be located in the area depicted as the "Future 20' Easement" on Exhibit C attached hereto and provided further that such right shall be subject to all of the following requirements:

(i) Any such reconfiguration shall provide Grantee with substantially similar or improved easement rights as contained in this Agreement.

(ii) Grantor shall be solely responsible for any and all costs and expenses related to such reconfiguration including, without limitation, the design, planning, permitting, and construction of such reconfiguration, any related improvements to the right-of-way between the Future Easement Area to State Route 20 necessary to provide uninterrupted ingress/egress from the Future Easement Area to State Route 20, and for obtaining all necessary governments reviews, permits, and other required approvals; provided that, other than as specifically provided for in Section 3(d) herein, Grantee shall be solely responsible for all costs and expenses related to such reconfiguration on Grantee's property.

(iii) Grantor shall coordinate with Grantee to ensure that the reconfiguration work does not, in any event, disrupt Grantee's normal operations on the Grantee property (including, without limitation, necessary egress for all vehicles as identified in Subsection 1(a) from Grantee's property to State Route 20 and necessary ingress for emergency vehicles from State Route 20 to Grantee's property.)

(iv) Grantor shall cut, grade, fill, and surface the Future Easement Area, including the right-of-way between the Future Easement Area and State Route 20, in a manner at least substantially similar to the requirements for the Access Driveway described in Subsections 3(a) and 3(b) herein.

(v) Following completion of the Future Easement Area, Grantor shall pay all costs, including Grantee's legal fees, to draft, review, and record a new easement agreement providing Grantee with a non-exclusive easement over the Future Easement Area; provided that Grantor's obligation to pay Grantee's legal fees pursuant to this Subsection (1)(b)(iv) shall be capped at $3,750.00 and provided further that Grantor shall draft any and all related documents for review by Grantee and Grantee's legal counsel. Nothing in this Subsection (1)(b)(iv) shall be deemed to limit the obligations set forth in Section 12 herein. Such new easement agreement shall be substantially similar to the present Access Easement agreement, with the only changes being: (a) showing the location of the Future Easement Area as the Easement Area; (b) removing this Subsection 1(b); (c) removing the term "Future Easement Area" from Sections 6-8 herein; (d) requiring Grantee and Grantor to each pay for ½ of the costs of required maintenance in the Easement Area with the provision for future reduction of Grantee's maintenance costs should any other party/parties gain easement rights over the same area; (e) providing Grantee with the right to access and use ten (10) feet on the east side of the Easement Area for construction and maintenance activities related to the Access Driveway; and (f) removing Subsections 3(a), 3(b), and 4(b) herein. Upon execution

of the new easement agreement, Grantee agrees to release the easement rights under the present Access Easement agreement.

2. Rights and Obligations. Grantee agrees to use the Easement Area in a safe and reasonable manner and to fully comply with all governmental laws and regulations with respect to any and all activities conducted on the Easement Area. Grantee and Grantee's Parties shall have no right to use any other property owned by Grantor adjacent to the Easement Area, including other portions of the Burdened Property outside of the Easement Area, except as may be otherwise specifically provided herein.

3. Construction and Maintenance of Access Driveway.

(a) Grantor shall, at its sole cost and expense, cut and grade an access driveway across the Burdened Property to State Route 20, including, as necessary, the right-of-way between the Easement Area to State Route 20 (the "**Access Driveway**"). The Access Driveway shall be graded in a location substantially as shown on Exhibit C attached hereto and shall provide access between the Benefited Property and State Route 20 including, as necessary, the right-of-way between the Easement Area and State Route 20. Grantor's obligation to cut and grade an access driveway shall only be triggered by Grantee's provision of written notice, at least thirty (30) days in advance, to Grantor that Grantee desires to perform surfacing work on the Access Driveway. Following receipt of Grantee's notice, Grantor shall use its best efforts to complete the work within the 30 day period; however, Grantor's time to complete such work shall be extended for any reasonable delay due to weather or receipt of government permits or approvals. Grantor shall demolish and excavate the existing driveway in the Easement Area a minimum of 15" to enable the Grantee to surface the Easement Area for vehicle access. Grantor agrees and is obligated to prepare a dense and unyielding subgrade. Such subgrade may be provided by the medium dense native glacial outwash or properly compacted structural fill placed over native soils. Any structural fill must be compacted to a minimum of 95 percent of its maximum dry density, as determined using test method ASTM D1557. Prior to the placement of base-course material and paving (either pervious or non-pervious paving/concrete), Grantor must proof roll the exposed subgrade under all areas to be occupied by asphalt pavement in order to identify possible loose or soft soil and recompact disturbed areas of subgrade. Such proof rolling should be accomplished with a loaded dump truck, a large self-propelled vibrating roller, or equivalent piece of equipment. Prior to any such proof rolling, Grantor shall be required to coordinate with Grantee so that Grantee can observe the proof rolling. In the event of wet weather, Grantee shall observe subgrade conditions to determine if proof rolling is feasible and Grantor and Grantee shall coordinate accordingly. In all cases, prevention of road-base saturation is essential for pavement durability and Grantor shall ensure that efforts are made to limit the amount of water entering the base course. Grantor shall over-excavate to firm soil any areas exhibiting significant deflection, pumping, or saturated soils that cannot be readily compacted. Grantor shall backfill over-excavated areas with compacted granular fill. Imported structural fill shall consist of clean, well-graded sandy gravel, gravelly sand, or other approved naturally occurring granular material (pit run) with at least 40 percent retained on the No. 4 sieve, or a well-graded crushed rock. Structural fill for wet weather construction shall contain less than 5% fines (that portion passing

the U.S. No. 200 sieve) based on the portion passing the U.S. No. 4 sieve while during dry weather conditions may contain on the order of 10% fines. Grantor shall provide Grantee with written notice upon Grantor's completion of the work described in this Subsection 3(a).

(b) Grantee shall be responsible, at its sole cost and expense, for surfacing (gravel, asphalt or otherwise) the Access Driveway. Grantee and Grantor acknowledge that Grantee's surfacing work must be complete no later than fourteen (14) days after Grantor provides notice of completion pursuant to Subsection 3(a) above; provided that, Grantee's time to complete shall be automatically extended by any reasonable delay due to weather, receipt of government permits or approvals, or compliance with public works requirements. Grantee shall coordinate with Grantor to ensure that the surfacing work does not interrupt or otherwise unreasonably interfere with Grantor's operations at the Burdened Property. Grantee shall be solely responsible for all maintenance of the Access Driveway and agrees to maintain the same in accordance with all applicable laws and governmental regulations.

(c) Grantee shall be solely responsible for obtaining all governments reviews, permits, and other required approvals prior to the performance of work on the Access Driveway or in the Easement Area. Grantor shall cooperate in such efforts and provide approvals as necessary to obtain such reviews, permits, and other required approvals.

(d) Grantee, as a condition of its use of the Access Driveway, shall install and maintain, at its sole cost and expense, an automated gate at the north boundary of the Easement Area. The gate shall operate in a manner that permits egress from Grantee's property over the Access Driveway and ingress for emergency vehicles, but that automatically closes immediately after the vehicle passes. Grantor shall be solely responsible for any need to move the automated gate to accommodate Grantor's request for a future reconfiguration of the Easement Area.

4. Use of the Easement Area by Grantor.

(a) Except as limited by Subsection 4(b) below, Grantor and its successors, guests, employees, contractors, lessees, permittees, agents and other Grantor invitees (**"Grantor's Parties"**) shall have the right to use the Easement Area so long as its use does not interfere with the Grantee's use thereof. Grantor agrees that no permanent building or structure of any kind shall be constructed within the Easement Area and that Grantor shall make no alterations, install improvements or make use of the Easement Area in a manner that would impair the Grantee's rights on the Easement Area without the prior written consent of the Grantee, which consent shall not be unreasonably withheld.

(b) In the event that Grantor desires to permit regular third party use (other than Grantor's Parties use to access Grantor's property), whether through easement, license, lease or otherwise, of the Easement Area, Grantor shall first be required to do the following: (i) provide Grantee with a complete description of such third party use; and (ii) obtain

Grantee's written approval that such third party use will not, in Grantee's sole and reasonable discretion, interfere with Grantee's and Grantee's Parties use of the Easement Area. In the event Grantee provides such written approval and Grantor permits such third party use of the Easement Area, Grantor shall be responsible for a ½ of the costs of required maintenance in the Easement Area.

5. Grantee's Continuing Construction Access and Use. Grantee shall have the right to access and use ten (10) feet on the west side of the Easement Area for construction and maintenance activities related to the Access Driveway provided that such use does not unreasonably interfere with Grantor's use of such area. This area shall be referred to herein as the "Construction Area." At all times, Grantee shall be required to coordinate its use of the Construction Area with Grantor.

6. Indemnity.

(a) Grantee shall, except as to the extent of Grantor's negligence or willful misconduct, indemnify, defend and hold harmless Grantor, the Grantor's directors, officers, employees, agents and representatives from any and all actions, liabilities, demands, claims, suits, judgments, liens, awards, and damages of any kind or character whatsoever (hereinafter referred to as "Claims"), including but not limited to claims for death or injury, damage to property, costs, expenses and reasonable attorneys' fees incurred by Grantor in defense thereof, arising directly or indirectly from, on account of, or in connection with the Grantee's or the Grantee's Parties' action or inaction, operation, maintenance and control, or use of the Easement Area, the Access Driveway, or the Construction Area, or any failure of Grantee to perform its obligations under this Access Easement Agreement. Grantee shall not be liable for storms, earthquakes, etc. ("Acts of God") or their immediate consequences or impacts or for any consequential or punitive damages. With respect to all or any portion of the foregoing obligation that may be held to be within the purview of RCW 4.24.115, such obligation shall apply to the maximum extent permitted by RCW 4.24.115.

(b) Grantor shall, except as to the extent of the Grantee's negligence or willful misconduct, indemnify, defend and hold harmless the Grantee, the Grantee's directors, officers, employees, agents and representatives from any and all Claims, including but not limited to, claims for death or injury, damage to property, costs, expenses and reasonable attorneys' fees incurred by the Grantee in defense thereof, arising directly or indirectly from, on account of, or in connection with the Grantor's action or inaction, operation, maintenance and control, or use of the Easement Area, the Access Driveway, the Construction Area, and/or the Future Easement Area, or any failure of Grantor to perform its obligations under this Access Easement Agreement. Grantor shall not be liable for storms, earthquakes, etc. ("Acts of God") or their immediate consequences or impacts or for any consequential or punitive damages. With respect to all or any portion of the foregoing obligation that may be held to be within the purview of RCW 4.24.115, such obligation shall apply to the maximum extent permitted by RCW 4.24.115.

7. Grantor's Environmental Representations and Warranties; Indemnification. In addition to and without limiting Section 6, Grantor warrants, represents, covenants and agrees:

(a) Hazardous Substances. Grantor has not and will not use/d, generate/d, manufacture/d, produce/d, store/d, release/d, discharge/d or dispose/d of on, under, above or about the Easement Area, the Construction Area, and/or the Future Easement Area (or off-site of the Easement Area or the Construction Area that might affect the Easement Area or the Construction Area) (with the foregoing collectively referred to hereinafter as the "**Areas**") or transport/ed to or from the Areas, any Hazardous Substance (as defined in Subsection (c) below) or allow/ed any other person or entity to do so. Grantor has no knowledge nor has Grantor observed any questionable practice or conduct indicating that any Hazardous Substance has been used, generated, manufactured, produced, stored, released, discharged or disposed of on, under or above the Areas or transported to or from the Areas by any entity, firm or person, or from any source whatsoever.

(b) Environmental Indemnity. Grantor shall protect, indemnify, hold harmless and defend Grantee and its directors, officers, contractors, employees, agents, parents, subsidiaries, successors and assigns from and against any and all loss, damage, cost, expense or liability (including attorneys' fees and costs) directly or indirectly arising out of or attributable to a breach of any representation, warranty, covenant or agreement contained in this Section 7 including, without limitation, (a) all consequential damages, and (b) the costs of any required or necessary repairs, cleanup or detoxification of the Areas and the preparation and implementation of any closure, remedial or other required plans. This indemnity does not apply to actions of Grantee or Grantee's Parties.

(c) Definitions. The term "Hazardous Substance" includes without limitation (a) those substances included within the definitions of "hazardous substances", "hazardous materials", "toxic substances", "hazardous wastes" or "solid waste" in any Environmental Law; (b) petroleum products and petroleum byproducts; (c) polychlorinated biphenyls; and (d) chlorinated solvents. The term "Environmental Law" includes any federal, state, municipal or local law, statute, ordinance, regulation, order or rule pertaining to health, industrial hygiene, environmental conditions or hazardous substances.

8. Grantee's Environmental Representations and Warranties; Indemnification. In addition to and without limiting Section 6, Grantee warrants, represents, covenants and agrees:

(a) Hazardous Substances. Grantee will not use, generate, manufacture, produce, store, release, discharge or dispose of on, under, above or about the Areas or transport to or from the Areas, any Hazardous Substance (as defined in Subsection (c) below) or allow any other person or entity to do so.

(b) Environmental Indemnity. Grantee shall protect, indemnify, hold harmless and defend Grantor and its directors, officers, contractors, employees, agents, parents, subsidiaries, successors and assigns from and against any and all loss, damage, cost, expense or liability (including attorneys' fees and costs) directly or indirectly arising out of or attributable to

a breach of any representation, warranty, covenant or agreement contained in this Section 8 including, without limitation, (a) all consequential damages, and (b) the costs of any required or necessary repairs, cleanup or detoxification of the Areas and the preparation and implementation of any closure, remedial or other required plans. This indemnity does not apply to actions of Grantor or Grantor's Parties.

(c) Definitions. The term "Hazardous Substance" includes without limitation (a) those substances included within the definitions of "hazardous substances", "hazardous materials", "toxic substances", "hazardous wastes" or "solid waste" in any Environmental Law; (b) petroleum products and petroleum byproducts; (c) polychlorinated biphenyls; and (d) chlorinated solvents. The term "Environmental Law" includes any federal, state, municipal or local law, statute, ordinance, regulation, order or rule pertaining to health, industrial hygiene, environmental conditions or hazardous substances.

9. Notices. Any notice under this Easement must be in writing and be personally delivered, delivered by recognized overnight courier service, or given by mail. Any notice by mail must be sent postage prepaid by certified or registered mail, return receipt requested. All notices must be addressed to the parties at the following addresses or at such other addresses, as the parties may from time to time direct in writing:

To Grantor: Stanislaw Properties L.L.C.
Attn: Robert Janicki
103 N Township
Sedro-Woolley, WA 98284

To Grantee: Sedro-Woolley School District No. 101
Attn: Superintendent
801 Trail Road
Sedro-Woolley, WA 98284

10. Successors and Assigns. The terms, covenants and conditions contained in this Easement shall run with the Benefited and Burdened Properties and shall be appurtenant thereto, and this Easement shall bind and inure to the benefit of the parties hereto and their respective successors in interest to the Benefited and Burdened Properties; provided, however, no person who was an owner of the Benefited or Burdened Property shall be liable for any acts or omissions under this Easement which occur after the date such owner conveys the Benefited or Burdened Property to any other person.

11. Injunctive Relief. If either Grantor or Grantee violates any of the provisions of this Agreement, the nonbreaching party shall be entitled to an injunction restraining any further violation of this Agreement (without any bond or security being required), or any other appropriate decree of specific performance, without showing any actual damage or that monetary damages would not provide an adequate remedy. Such remedy shall not be

exclusive and shall be in addition to any other remedy that the nonbreaching party may have, including, without limitation, the right to monetary damages for the period preceding such enforcement.

12. Attorneys Fees and Costs. In any litigation or proceeding to enforce any term of this Agreement or to determine the rights and obligations of the parties under this Agreement, the prevailing party shall be entitled to recover from the other party all reasonable costs and attorney's fees incurred therein.

13. Severability. If any one or more of the provisions of this Agreement or the applicability of any provision to a specific situation shall be held invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of this Agreement and all other applications of any such provision shall not be affected thereby.

14. Entire Agreement; Amendment. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes any prior oral or written agreements of the party with regard to the Easement Area. This Agreement may only be amended, modified, or terminated by an agreement in writing, executed and acknowledged by all of the then-current owners of the Grantor's Property and the Grantee's Property.

15. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Washington.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

GRANTOR

STANISLAW PROPERTIES L.L.C.

By: Robert Janicki
Its: Managing Member

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

FEB 14 2012

Amount Paid $
Skagit Co. Treasurer
By Deputy

GRANTEE

SEDRO-WOOLLEY SCHOOL DISTRICT
NO. 101

By: Mark J. Venn
Its: Superintendent

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that ROBERT JANICKI is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the MANAGING MEMBER of STANISLAW PROPERTIES L.L.C. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: JANUARY 24, 2012

Mary Douglas
Notary Public
Print Name MARY DOUGLAS
My commission expires MAY 9, 2015

MARY DOUGLAS
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
MAY 9, 2015

(Use this space for notarial stamp/seal)

STATE OF Washington)
) ss:
COUNTY OF Skagit)

I certify that I know or have satisfactory evidence that Mark J Venn is the person who appeared before me, and said person acknowledged that he/she signed this instrument, and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: February 13, 2012.

Robyn J Miller
Notary Public
Print Name Robyn J Miller
My commission expires November 30, 2012

ROBYN J. MILLER
COMMISSION EXPIRES
NOTARY
PUBLIC
NOV. 30, 2012
STATE OF WASHINGTON

(Use this space for notarial stamp/seal)

EXHIBIT A
BURDENED PROPERTY

That portion of Government Lot 1, Section 19, Twp. 35 North, Range 5 E., of the W.M. described as follows:

Beginning at a point 778 feet East and 1132 feet South of the NW corner of said Government Lot 1, (said point being the SE corner of a tract conveyed to Stanley Janicki and Hedwig Janicki, husband and wife, by deed recorded June 8, 1953, under AF#489207); thence North along the East line of said Janicki Tract, a distance of 124 feet; thence East 115 feet; thence South to the North line of the right-of-way of State Highway 17-A; thence Southwesterly along said right-of-way line to a point which is South of the point of beginning, (said point being the Southwest corner of a tract conveyed to Esther M. Burkhart, a widow, by deed recorded June 8, 1953, under AF#489206); thence North along the West line of said tract to the point of beginning. EXCEPT that part thereof conveyed to Sedro-Woolley School District No. 101, a municipal corporation, by deed recorded April 2, 1957, under AF#549404.

EXHIBIT B

BENEFITED PROPERTY

PARCEL E:

The East 440 feet of the following described tract:

That portion of Government Lot 1, Section 19, Township 35 North, Range 5 East of the Willamette Meridian, described as follows:

Beginning at the intersection of the East line of State Highway and the South boundary of old Puget Sound Baker River Railroad which point of intersection is 50 feet South of the North line of said Government Lot 1;
thence East 660 feet;
thence South 140.67 feet;
thence West 660 feet to the East boundary of said State highway;
thence North 140.67 feet, more or less, to the point of beginning.

Situated in Skagit County, Washington

PARCEL F:

The East 440 feet of the following described tract:

That portion of Government Lot 1 in Section 19, Township 35 North, Range 5 East of the Willamette Meridian, described as follows:

Beginning at a point 140.67 feet South of the intersection of the East line of State Highway and the South boundary of the old right of way of Puget Sound and Baker River Railroad which point of intersection is 50 feet South of the North line of Lot 1;
thence East 660 feet;
thence South 140.67 feet;
thence West 660 feet to the East boundary of the State Highway;
thence North 140.67 feet, more or less, to the point of beginning.

Situated in Skagit County, Washington

PARCEL G:

The East 440 feet of the following described tract:

That portion of Government Lot 1, Section 19, Township 35 North, Range 5 East of the Willamette Meridian, described as follows:

Beginning at a point 281.34 feet South of the intersection of the East line of State Highway and the South boundary of old Puget Sound Baker River Railroad which point of intersection is 50 feet South of the North line of said Lot 1;
thence East 660 feet;
thence South 140.67 feet;
thence West 660 feet to the East boundary of State Highway;
thence North 140.67 feet, more or less, to the point of beginning.

Situated in Skagit County, Washington

PARCEL H:

A portion of Government Lot 1, Section 19, Township 35 North, Range 3 East of the Willamette Meridian, described as follows:

Beginning at the Northwest corner of Government Lot 1;
thence South 0 degrees 3' East 331.33 feet;
thence East 690 feet to a true point of beginning;
thence South 0 degrees 3' East 296.67 feet;
thence East 302 feet;
thence South 0 degrees 3' East to the North boundary of the State Highway;
thence East 10 feet along the North boundary of said Highway;
thence North 0 degrees 3' West to a point which is 312 feet East of the point of beginning;
thence West to the point of beginning.

Situated in Skagit County, Washington

PARCEL I:

A portion of Government Lot 1, Section 19, Township 35 North, Range 5 East of the Willamette Meridian, described as follows:

Beginning at the Northwest corner of Government Lot 1;
thence South 0 degrees 3' East 331.33 feet;
thence East 690 feet;
thence South 0 degrees 3' East 296.67 feet to the true point of beginning;
thence East 300 feet;
thence South 0 degrees 3' East 330.11 feet;
thence West 300 feet;

thence North 0 degrees 3 feet West to the true point of beginning;

EXCEPT the East 95 feet of the South 5 feet of the above described tract.

Situated in Skagit County, Washington

PARCEL J:

That part of Government Lot 1, Section 19, Township 35 North, Range 5 East of the Willamette Meridian, described as follows:

Beginning at the Northwest corner of Government Lot 1;
thence South 0 degrees 03' East along the West line of said subdivision 331.34 feet;
thence East parallel to the North line of said subdivision 890 feet;
thence South 0 degrees 03' East 296.67 feet to the original Northwest corner of the David P. Morgan tract;
thence continuing South 0 degrees 03' East 330.11 feet to the true point of beginning;
thence South 0 degrees 03' East 49.69 feet;
thence East 205.0 feet to a point of intersection with the existing fence-line boundary between Stanley Janicki and the Sedro-Woolley School District No. 101 extended Easterly;
thence North 86 degrees 08'30" East along the projection of said fence-line boundary extended Easterly a distance of 95.21 feet to the East line of the original Morgan tract;
thence North 0 degrees 03' West along said East line of the original Morgan tract 48.48 feet;
thence West 95.0 feet;
thence South 0 degrees 03' East 5.0 feet;
thence West 205.0 feet to the true point of beginning.

Situated in Skagit County, Washington

PARCEL K:

That part of Government Lot 1, Section 19, Township 35 North, Range 5 East of the Willamette Meridian, described as follows:

Beginning at a point on the East line of the County Road along the West line of said Government Lot 1, 982 feet North of the intersection of said East line of County Road with the North line of the Great Northern Railway right of way;
thence North 86 degrees 08'30" East a distance of 751.66 feet to the true point of beginning;
thence continuing North 86 degrees 08'30" East a distance of 115.26 feet;
thence West a distance of 115.00 feet to a point which point is 778 feet East and 1,008 feet South of the Northwest corner of said Government Lot 1;
thence South 0 degrees 03' East a distance of 7.76 feet to the true point of beginning.

Situated in Skagit County

PARCEL L:

A portion of Government Lot 1, Section 19, Township 35 North, Range 5 East of the Willamette Meridian, described as follows, to-wit;

Beginning at a point on the East line of county road, along the West line of said Government Lot, 1,510 feet North of the intersection of said East line of county road with the North line of the Great Northern Railway right of way;
thence North 66.32 feet along the East line of said county road;
thence East 660 feet;
thence South 66.32 feet;
thence West 660 feet to the point of beginning.

Situated in Skagit County, Washington

PARCEL M:

Part of Government Lot 1 of Section 19, Township 35 North, Range 5 East of the Willamette Meridian, described as follows:

Beginning at a point on the East line of County Road, along the West line of said Government Lot, 982 feet North of the intersection of said East line of County Road with the North line of the Great Northern Railway right of way;
thence North 528 feet along the East line of said County Road;
thence East 660 feet;
thence South 528 feet;
thence West 660 feet to the point of beginning.

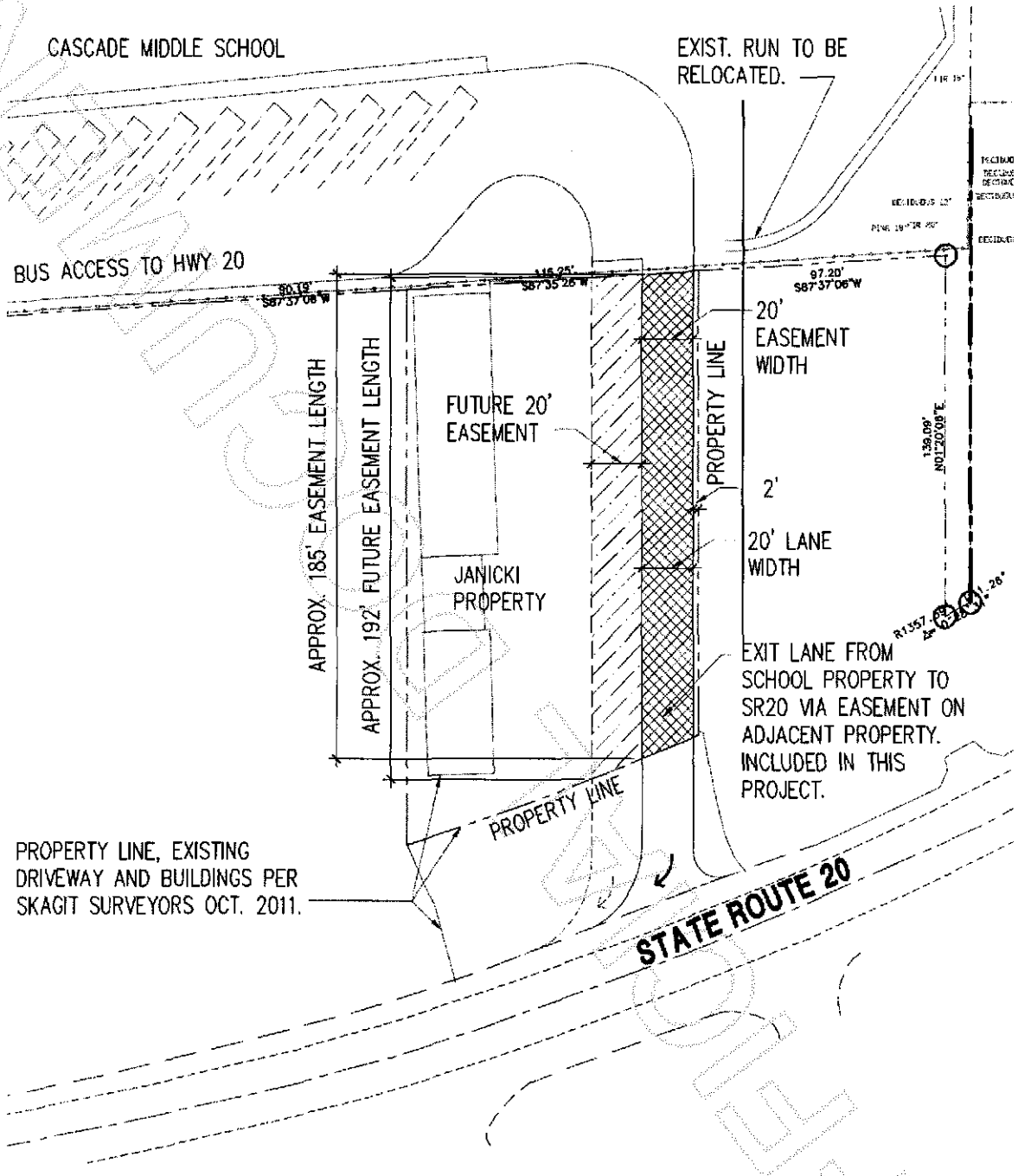
EXCEPT that part of Government Lot 1, Section 19, Township 35 North, Range 5 East of W.M., described as follows:

Beginning at a point on the East line of the County Road along the West line of said Government Lot 1, 982 feet North of the intersection of said East line of County Road with the North line of the Great Northern Railway right of way;
Thence North 86 degrees 08'30" East a distance of 661.46 feet;
Thence South 0 degree 03' East a distance of 44.51 feet;
Thence West a distance of 660.00 feet to the point of beginning.

Situated in Skagit County, Washington

EXHIBIT C

DESCRIPTION AND DEPICTION OF EASEMENT AREA AND ACCESS DRIVEWAY



PROJECT: CASCADE MIDDLE SCHOOL

PROPOSED EAST EASEMENT – DRAFT

(2) **PARTIAL SITE PLAN**

SCALE: 1"=50'

0 50' 100'

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HARTHORNE HAGEN ARCHITECTS

JAN 6, 2012