

Recording Requested By And
When Recorded Mail To:

Skagit County Parks & Recreation
Attn: Mr. Brian Adams, Director
1730 Continental Place
P.O. Box 1326
Mount Vernon, Washington 98273



Skagit County Auditor
3/23/2017 Page

369.00
1 of 17 9:02AM

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

MAR 23 2017

Amount Paid \$
Skagit Co. Treasurer
By *YAM* Deputy

SKAGIT COUNTY
Contract # C20170143
Page 1 of 17

DOCUMENT TITLE: **Agricultural Access Easement**

REFERENCE NUMBER OF RELATED DOCUMENT: N/A.

GRANTOR(S): **Skagit County**, a political subdivision of the State of Washington

GRANTEE(S): **J & L Real Estate, LLC**, a Washington limited liability company

ASSESSOR'S TAX / PARCEL NUMBER(S): P110318 (XrefID: 340425-2-008-0000);
P27782 (XrefID: 340425-0-001-0105);
P109228 (XrefID: 340425-2-005-0000); and
P27828 (XrefID: 340425-2-003-0000).

ABBREVIATED LEGAL DESCRIPTION:

THE WESTERLY HALF OF A PORTION OF THAT CERTAIN 100-FOOT WIDE STRIP OF LAND THROUGH THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 34 NORTH, RANGE 4, AS CONVEYED TO THE SEATTLE LAKE SHORE AND EASTERN RAILWAY COMPANY BY DEED RECORDED MAY 12, 1890, IN VOLUMES 9 OF DEEDS, PAGES 750, RECORDS OF SKAGIT COUNTY, AND FURTHER DESCRIBED AS THAT WESTERLY ONE-HALF OF THAT 100-FOOT WIDE STRIP OF LAND WHICH IS THE EXTENSION OF THE EASTERLY BOUNDARIES OF THAT REAL ESTATE CONVEYED TO GERALD TO GERALD R SEVERSON AND MARJORIE G SEVERSON, HUSBAND AND WIFE BY DEED DATED 11-15-89, AF#8911210106 RECORDS OF SKAGIT COUNTY. TOGETHER WITH THE WESTERLY HALF OF A PORTION OF THAT CERTAIN 100-FOOT WIDE STRIP OF LAND THROUGH THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 34 NORTH, RANGE 4 EAST, AS CONVEYED TO THE SEATTLE LAKE SHORE AND EASTERN RAILWAY COMPANY BY DEED RECORDED MAY 12, 1890, IN VOLUME 9 OF DEED, PAGE 750, RECORDS OF SKAGIT COUNTY. AND FURTHER DESCRIBED AS THAT WESTERLY ONE-HALF OF A PORTION OF THAT CERTAIN 100-FOOT WIDE STRIP OF LAND WHICH IS THE EXTENSION OF THE EASTERLY BOUNDARIES OF THAT REAL ESTATE CONVEYED TO JOHN P SNYDER AND LAURENE M SNYDER, HUSBAND AND WIFE IN DEED DATED 7/12/89, AUDITOR'S FILE NO. 8907180079 RECORDS OF SKAGIT COUNTY; and ABND 100 FOOT RIGHT OF WAY OVER NW1/4 SW1/4; EXCEPT PORTION SAID RIGHT OF WAY LYING IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 AND EXCEPT EASTERLY 1/2 SAID RIGHT OF WAY LYING IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND EXCEPT EASTERLY 1/2 OF SAID RIGHT OF WAY LYING EAST OF HIGHWAY 9 IN THE SOUTHWEST 1/4. ALSO TOGETHER WITH RECORDED ON AF#9706200043 FOLLOWING DESCRIBED PROPERTY: THE

WESTERLY ONE-HALF OF A PORTION OF THAT CERTAIN 100-FOOT RAILROAD STRIP OF LAND THROUGH THE NW1/4 OF SECTION 25, TOWNSHIP 34 NORTH, RANGE 4 EAST AS CONVEYED TO THE SEATTLE LAKE SHORE AND EASTERN RAILWAY COMPANY BY DEED RECORDED MAY 12, 1890, IN VOLUME 9 OF DEEDS AT PAGE 750, RECORDS OF SKAGIT COUNTY, THE WESTERLY ONE-HALF OF A PORTION OF THAT CERTAIN 100-FOOT RAILROAD STRIP OF LAND THROUGH THE SW1/4 OF SECTION 25, TOWNSHIP 34 NORTH, RANGE 4 EAST, AS CONVEYED TO THE SEATTLE LAKE SHORE AND EASTERN RAILWAY COMPANY. AND FURTHER DESCRIBED AS THAT WESTERLY ONE-HALF OF A PORTION OF THAT CERTAIN 100-FOOT WIDE STRIP OF LAND WHICH IS THE EXTENSION OF THE EASTERLY BOUNDARY OF THAT REAL ESTATE CONVEYED TO LLOYD BROWN AND WENDY BROWN HUSBAND AND WIFE ON JULY 21, 1988, AF#8808010085 RECORDS OF SKAGIT COUNTY. ALSO DESCRIBED AS THAT WESTERLY ONE-HALF OF A PORTION OF THAT CERTAIN 100-FOOT WIDE STRIP OF LAND WHICH IS THE EXTENSION OF THE EASTERLY BOUNDARY OF THAT REAL ESTATE CONVEYED TO LLOYD J BROWN AND WENDY B BROWN, HUSBAND AND WIFE, ON JULY 12, 1989, AF#8907250044 RECORDS OF SKAGIT COUNTY. ALSO TOGETHER WITH FOLLOWING DESCRIPTION RECORDED ON AF#9706200042, THE WESTERLY ONE-HALF OF A PORTION OF THAT CERTAIN 100-FOOT RAILROAD STRIP OF LAND THROUGH THE NW1/4 OF SECTION 25, TOWNSHIP 34 NORTH, RANGE 4 EAST, AS CONVEYED TO THE SEATTLE LAKE SHORE AND EASTERN RAILWAY COMPANY BY DEED RECORDED MAY 12, 1890, IN VOLUME 9 OF DEEDS AT PAGE 750, RECORDS OF SKAGIT COUNTY. THE WESTERLY ONE-HALF OF A PORTION OF THAT CERTAIN 100-FOOT RAILROAD STRIP OF LAND THROUGH THE SW1/4 OF SECTION 25, TOWNSHIP 34 NORTH, RANGE 4 EAST, AS CONVEYED TO THE SEATTLE LAKE SHORE AND EASTERN RAILWAY COMPANY. AND FURTHER DESCRIBED AS THAT WESTERLY ONE-HALF OF A PORTION OF THAT CERTAIN 100-FOOT WIDE STRIP OF LAND WHICH IS THE EXTENSION OF THE EASTERLY BOUNDARY OF THAT REAL ESTATE CONVEYED TO GREGORY A PECK, A SINGLE MAN ON JULY 8, 1976, AF#838797 RECORDS OF SKAGIT COUNTY; and (CONSERVATION EASEMENT) EASTERLY 1/2 OF THAT CERTAIN 100 FOOT WIDE RIGHT OF WAY CONVEYD TO THE SEATTLE AND EASTERN RAILWAY COMPANY BY DEED DATED 4-17-1890 AND RECORDED 5-12-1890 LYING IN THE NORTHWEST 1/4 AND THE NORTH 1/2 OF THE SOUTHWEST 1/4 LYING EAST OF HIGHWAY 9; and (11.5200 ac) (CONSERVATION EASEMENT) OPEN SPACE #54 #751841 1973 SW1/4 OF NW1/4 E OF RLY. Situate in Skagit County, State of Washington.

AGRICULTURAL ACCESS EASEMENT

The undersigned, **Skagit County**, a political subdivision of the State of Washington (“Grantor”), for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, hereby grants to **J & L Real Estate, LLC**, a Washington limited liability company (“Grantee”), a permanent, perpetual, non-exclusive, limited access easement (“Easement”) to be used solely for agricultural purposes, as provided herein. Grantor and Grantee may be individually referred to herein as a “Party”, and may be collectively referred to herein as the “Parties.” The terms of this Easement are further provided as follows:

1. Nature, Location, and Use of Easement. The Easement hereby granted by Grantor herein shall be a permanent, perpetual, non-exclusive, limited access easement for the benefit of Grantee, over, upon, across, through, a portion of real property located within and upon Grantor’s Property (the “Easement Area”), with such Easement Area as legally described on *Exhibit “A”* and as further described and depicted on *Exhibit “B”* (both attached hereto and incorporated herein by reference), solely for the purpose of providing a limited access route to portion(s) of Grantee’s Property, including the limited right of ingress and egress by foot and/or with reasonable farm vehicles and agricultural equipment, to only be used by Grantee for agricultural purposes (specifically including, but not necessarily limited to, the operation of a dairy farm). A legal description for the Grantor’s Property is

attached hereto as *Exhibit "C"*, and is hereby incorporated by reference. A legal description for the Grantee's Property is attached hereto as *Exhibit "D"*, and is hereby incorporated by reference. The Easement and the covenants, terms, and conditions contained herein are perpetual in duration, and shall run with the Grantor's Property and shall be binding upon Grantee and Grantor, and each party's respective heirs and successors.

1.1 The Grantee specifically recognizes and agrees that Grantor is not obligated to make, construct, operate, maintain, or repair any particular improvements or facilities at (or within the vicinity of) Grantor's Property or the Easement Area pursuant to the terms of this Easement. The Grantee further recognizes and agrees that Grantee shall be responsible and/or liable for any use, maintenance, and/or repair of any access route(s) located within the Easement Area, and that any such access route(s) located within the Easement Area shall not become County road(s) by virtue of this Easement. Grantee releases and holds harmless Grantor from any damages or impact to Grantee's Property resulting from and/or related to this Easement. The Grantee agrees that use of this Easement by Grantee shall be at the sole risk of the Grantee. Grantee shall not interfere with the Grantor's use of the Grantor's Property whatsoever (including, but not limited to, Grantor's use of the property located within the Easement Area for public trail purposes).

1.2 Grantee agrees to be responsible and liable for any damages or impact to Grantor's Property (and for any damages or impact to any personal or real property owned by any third party at or within the Easement Area) arising from Grantee's use of the Easement, and upon the request of Grantor, the Grantee shall repair and restore the Grantor's Property to a substantially similar condition as existed before Grantee entered onto the Grantor's Property for the purposes described in this Easement. Any use of the Easement Area by Grantee shall be performed so as not to unreasonably interfere with the free passage of pedestrian and/or vehicle traffic therein (including, but not limited to, use of the Easement Area as a public trail), or with the reasonable ingress or egress to Grantor's Property. The Grantor specifically reserves the right to construct, use, and maintain trail improvements, including, but not limited to, signage, bollards, fences, gates, trail surfaces, drainage facilities, and utilities within the Easement Area, and the use of such improvements for a public use trail. The parties agree that any gate(s) and/or bollard(s) located within the Easement Area shall be the property of the Grantor, and that the Grantor shall have the sole right to control use of and/or access to such gate(s) and/or bollard(s), including, but not limited to, Grantee's use of and/or access to any such gate(s) and/or bollard(s). Grantee accepts use of the Easement Area on Grantor's property "as is", without any representations or warranties from Grantor whatsoever (express or implied).

2. Hold Harmless, Defense, & Indemnification. The Grantee hereby unconditionally releases and forever discharges and holds harmless the Grantor (including the Grantor's elected officials, employees, volunteers, officers, and/or agents in both their official and individual capacities) from any and all past, present, and/or future claims, counterclaims, demands, judgments, debts, costs, liabilities, expenses, suits, and proceedings of any kind and nature, as arising from and/or related to all of the Grantee's use of any portion(s) of the Easement Area. The Grantee agrees to be responsible for and to assume liability for Grantee's own wrongful and/or negligent acts or omissions or those of Grantee's officials, officers, agents, contractors, or employees to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the Grantor harmless from any such liability. It is further provided that no liability shall attach to the Grantor by reason of entering into this Easement

except as expressly provided herein. The terms of this section shall survive any termination of this Easement, and shall continue in full force and effect.

3. Limitation of Liability. Any party having a claim against the Grantee, however arising, shall have recourse only to the extent of assets and property of the Grantee, and shall have no recourse against the Grantor, its appointed or elected officers, employees, volunteers or its/their assets or credits.

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 arising from or related to this Easement shall be in Skagit County, State of Washington.

5. Severability. Should any term or provision of this Easement set forth herein be found to be void or unenforceable by a court of competent jurisdiction, all other terms and provisions of this Easement shall remain enforceable, binding, and in full force and effect.

6. Captions and Counterparts; Recording. The captions of this Easement are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Easement. This Easement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall constitute but one Easement agreement. Upon mutual execution by the parties, the Easement shall be recorded with the Skagit County Auditor, and shall become effective immediately upon recording.

8. Entire Agreement. This Easement agreement contains the entire agreement between the parties hereto and incorporates and supersedes all prior negotiations and agreements. This Easement agreement 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 duly executed subsequent written agreement of the parties.

9. Compliance with Laws and Permits. Grantee shall, at Grantee's own cost, expense, and liability, obtain and comply with all applicable federal, state, and local laws, rules, and regulations, and any applicable permits and/or approvals, in using the Easement, and Grantee shall be solely and separately liable and responsible for any non-compliance with any applicable federal, state, and local laws, rules, regulations, permits and/or approvals.

10. No Third Party Beneficiaries. This Easement is not intended to nor does it create any third party beneficiary or other rights in any third person or party, including, but not limited to, the general public, third party property owner(s) and/or tenant(s) at or in the vicinity of the Easement Area, any other organization or entity, or any agent, contractor, subcontractor, consultant, employee, volunteer, or other representative of any Party.

GRANTEE:

J & L Real Estate, LLC, a Washington limited liability company.

DATED this 9th day of March, 2017.

By: Gerald Lanting
Gerald Lanting, Member

By: Linda Lanting
Linda Lanting, Member

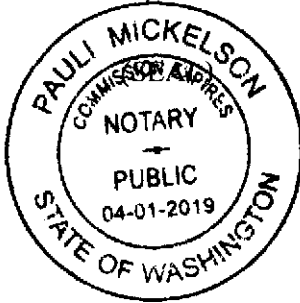
STATE OF WASHINGTON

COUNTY OF SKAGIT

} ss.

On this day personally appeared before me, the undersigned, a Notary Public in and for above said State, duly commissioned and sworn, personally appeared Gerald Lanting and Linda Lanting, to me known to be Members of **J & L Real Estate, LLC**, a Washington limited liability company, the corporation that executed the foregoing instrument, and acknowledged said instrument to be the duly authorized free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are duly authorized to execute the said instrument on behalf of said corporation.

DATED this 9th day of March, 2017.



Pauli Mickelson
Notary Public
Print name: Pauli Mickelson
Residing at: Mount Vernon, WA
My appointment expires: 04-01-2019

GRANTOR:

DATED this 20 day of March, 2017.

**BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON**

Ron Wesen

Ron Wesen, Chair

Kenneth A. Dahlstedt

Kenneth A. Dahlstedt, Commissioner

Lisa Janicki

Lisa Janicki, Commissioner

Attest:

Linda Hamms

Clerk of the Board

Authorization per Resolution R20050224:

Recommended:

[Signature]

Department Head

County Administrator

Approved as to form:

[Signature] 3/14/17
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

[Signature] (3-15-17)
Risk Manager

Approved as to budget:

[Signature]
Budget & Finance Director

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that Ron Wesen, Kenneth A. Dahlstedt and/or Lisa Janicki are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as Commissioners of Skagit County, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

DATED this 20 day of March, 2017.

(SEAL)



Linda Hammons

Notary Public

Print name: Linda Hammons

Residing at: Skagit County

My appointment expires: 10-01-2019

EXHIBIT "A"

EASEMENT AREA LEGAL DESCRIPTION (2)

P110318

An easement for pedestrian and agricultural access across the below described area,

The westerly half of that portion of that certain 100-foot wide-strip of land through the southwest quarter of the northwest quarter of Section 25, Township 34 North, Range 4 East W.M., as conveyed to the Seattle Lake Shore and Eastern Railway Company by Deed recorded May 12, 1890, in Volume 9 of deeds, page 750, records of Skagit County, Washington.

And further described as that westerly one-half of a portion of that certain 100-foot wide strip of land which is the extension of the easterly boundaries of that real estate conveyed to John P. Snyder and Laurene M. Snyder, husband and wife in Deed dated 7/12/89, Auditor's File No. 8907180079 records of Skagit County, Washington.

And also included across a separate parcel, P27782

The westerly one-half of a portion of that certain 100-foot railroad strip of land through the NW 1/4 of Section 25, Township 34 North, Range 4 East W.M. as conveyed to the Seattle Lake Shore and Eastern Railway Company by Deed recorded May 12, 1890, in Volume 9 of Deeds at page 750, records of Skagit County, Washington.

The westerly one-half of a portion of that certain 100-foot railroad strip of land through the SW 1/4 of Section 25, Township 34 North, Range 4 East W.M. as conveyed to the Seattle Lake Shore and Eastern Railway Company.

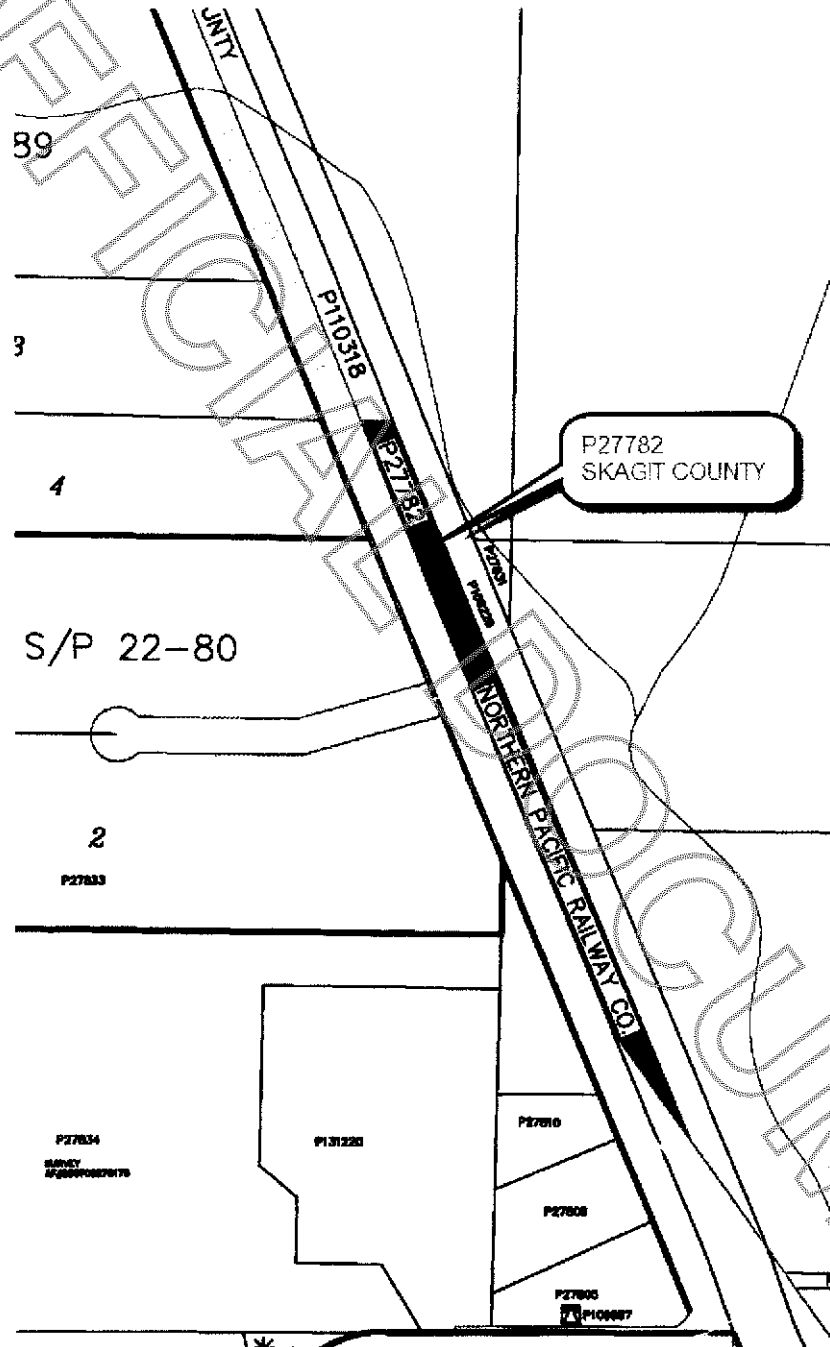
And further described as that westerly one-half of a portion of that certain 100-foot wide strip of land which is the extension of the easterly boundary of that real estate conveyed to Gregory A. Peck, a single man on July 8, 1976, Auditor's file No. 838797 records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

EXHIBIT "B"

DEPICTION OF EASEMENT AREA

P27782



P110318

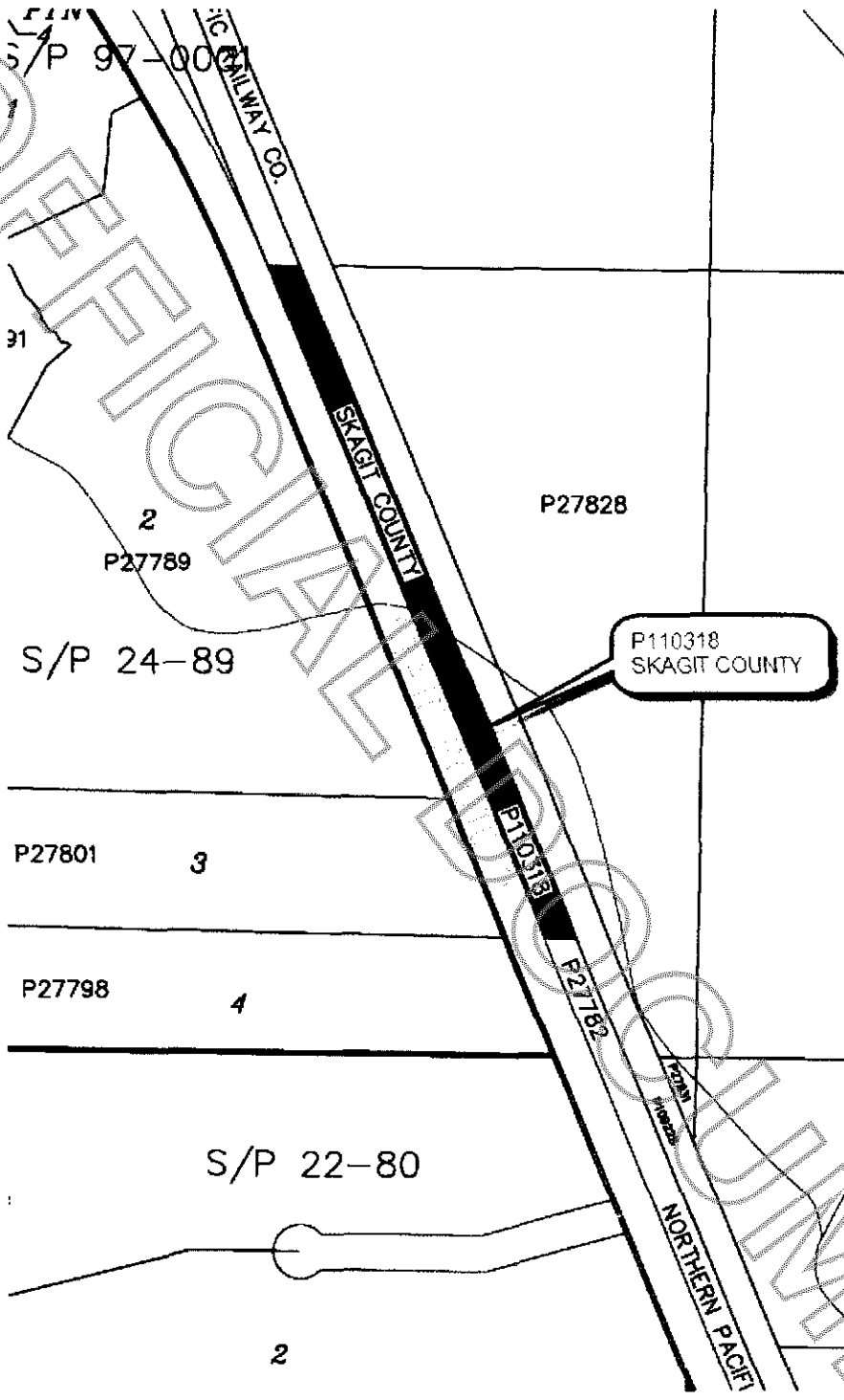


EXHIBIT "C"

LEGAL DESCRIPTION OF GRANTOR'S PROPERTY
P110318

The westerly half of a portion of that Certain 100-foot wide strip of land through the southwest quarter of the northwest quarter of Section 25, Township 34 North, Range 4 East W.M., as conveyed to the Seattle Lake Shore and Eastern Railway Company by Deed recorded May 12, 1890, in Volumes 9 of Deeds, pages 750, records of Skagit County, Washington.

And further described as that westerly one-half of that 100-foot wide strip of land which is the extension of the easterly boundaries of that real estate conveyed to Gerald R. Severson and Marjorie G. Severson, husband and wife by Deed dated 11/15/89, Auditor's File No. 8911210106 records of Skagit County, Washington.

P27782

The westerly one-half of a portion of that certain 100-foot railroad strip of land through the NW 1/4 of Section 25, Township 34 North, Range 4 East W.M. as conveyed to the Seattle Lake Shore and Eastern Railway Company by Deed recorded May 12, 1890, in Volume 9 of Deeds at page 750, records of Skagit County, Washington.

The westerly one-half of a portion of that certain 100-foot railroad strip of land through the SW 1/4 of Section 25, Township 34 North, Range 4 East W.M. as conveyed to the Seattle Lake Shore and Eastern Railway Company.

And further described as that westerly one-half of a portion of that certain 100-foot wide strip of land which is the extension of the easterly boundary of that real estate conveyed to Lloyd Brown and Wendy Brown husband and wife on July 21, 1988, Auditor's file No. 8808010035 records of Skagit County, Washington.

Also described as that westerly one-half of a portion of that certain 100-foot wide strip of land which is the extension of the easterly boundary of that real estate conveyed to Lloyd J. Brown and Wendy B. Brown, husband and wife, on July 12, 1989, Auditor's File No. 8907250044 records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

EXHIBIT "D"

LEGAL DESCRIPTION OF GRANTEE'S PROPERTY
P109228 & P27828

Those portions of Section 25, and of the Southeast Quarter of Section 23, and of the Southwest Quarter of Section 24, Township 34 North, Range 4 East, W.M., and of Government Lot 3 in Section 30, Township 34 North, Range 5 East, W.M., in Skagit County, Washington, described as follows:

Beginning at the South Quarter corner of said Section 25;

Thence North 89 degrees 23'49" West along the South line of said Section 83.18 feet to the Northeasterly margin of State Highway SR 9, as shown on Sheet 2 of 3 sheets of Washington State Department of Transportation drawing titled "SR9-MP47.22 to MP47.78 - North Big Lake Vicinity", bearing an approval date of November 14, 1977;

Thence North 24 degrees 00'41" West along said highway margin 189.74 feet to the point of beginning; Thence continuing along said highway margin by the following courses and distances: North 24 degrees 00'41" West 572.83 feet, North 65 degrees 59'19" East 30.00 feet, North 24 degrees 00'41" West 255.08 feet to the beginning of a curve to the left with a radius of 2,060.00 feet, Northwesterly along said curve through a central angle of 11 degrees 29'50" an arc distance of 413.37 feet to a point of tangency, and North 35 degrees 30'31" West 244.15 feet to intersect the Northeasterly line of the Burlington Northern Railroad right-of-way;

Thence along said railroad right-of-way line by the following courses and distances: North 24 degrees 00'41" West 1,417.61 feet to the beginning of a curve to the right with a radius of 11,409.20 feet, Northwesterly along said curve through a central angle of 1 degree 57'19" an arc distance of 389.36 feet to a point of tangency, North 22 degrees 03'22" West 2,781.09 feet to the beginning of a curve to the left with a radius of 11,509.20 feet, Northwesterly along said curve through a central angle of 4 degrees 15'47" an arc distance of 856.32 feet to a point of tangency, and North 28 degrees 19'09" West 1,611.75 feet to intersect the East-West centerline of said Section 23;

Thence South 88 degrees 03'10" East along said Section centerline, as evidenced by an existing fence line, a distance of 1,249.05 feet to the Quarter corner common to said Sections 23 and 24;

Thence South 1 degrees 41'55" West along the line common to said Sections 23 and 24, as evidenced by an existing fence line, a distance of 616.53 feet;

Thence South 89 degrees 15'00" East along an existing fence line 728 feet;

Thence due South 775.43 feet;

Thence South 38 degrees 24'08" East 4,766.64 feet;
Thence South 12 degrees 24'04" East 1,668.43 feet;
Thence South 60 degrees 25'56" West 2,000.49 feet to the beginning of a curve to the right with a radius of 30.00 feet;
Thence Southwesterly and Northwesterly along said curve through a central angle of 95 degrees 33'23" an arc distance of 50.03 feet to a point of tangency on the Northeasterly margin of said State Highway SR9 and the point of beginning.

ALSO, beginning at the South Quarter corner of said Section 25;
Thence North 89 degrees 23'49" West along the South line of said Section 83.18 feet to the Northeasterly margin of said State Highway SR 9;
Thence North 24 degrees 00'41" West along said Highway margin 126.54 feet to a point hereinafter referred to as point "A";
Thence North 60 degrees 25'56" East 2,036.47 feet to the point of beginning, said point being hereinafter referred to as point "B";
Thence continuing North 60 degrees 25'56" East 463.53 feet to the beginning of a curve to the left with a radius of 1,000.00 feet;
Thence Northeasterly along said curve through a central angle of 10 degrees 18'48" an arc distance of 180.00 feet to a point hereinafter referred to as point "C";
Thence North 17 degrees 20'00" West 275.00 feet;
Thence South 72 degrees 40'00" West 596.58 feet;
Thence South 12 degrees 24'04" East 399.12 feet;
Thence South 29 degrees 34'04" East 30.00 feet to the point of beginning.

ALSO, beginning at said point "B";
Thence North 60 degrees 25'56" East 382.26 feet to the point of beginning;
Thence continuing North 60 degrees 25'56" East 81.27 feet to the beginning of a curve to the left with a radius of 1,000.00 feet;
Thence Northeasterly along said curve through a central angle of 20 degrees 25'56" an arc distance of 356.61 feet to a point of tangency;
Thence North 40 degrees 00'00" East 42.96 feet;
Thence due East 842.64 feet;
Thence due South 300.00 feet;
Thence due West 1213.54 feet to the point of beginning.

EXCEPT that portion conveyed to the State of Washington by instrument recorded October 23, 1978, under Auditor's File No. 889948, records of Skagit County, Washington.

AND EXCEPT Lot 1, Skagit County Short Plat No. 42-81, recorded July 15, 1981, in Volume 5 of Short Plats, page 102, under Auditor's File No. 8107150007, records of Skagit County, Washington.

AND ALSO EXCEPT any portion lying within Section 30, Township 34 North, Range 5 East, W.M.

Situated in Skagit County, Washington.

PARCEL A.1:

An easement for ingress, egress and utilities over, under through and across those portions of the South Half of said Section 25 embraced within strips of Land 60 feet in Width, having 30 feet of such width on each side of the following described centerlines:

Beginning at said point "B";
Thence North 60 degrees 25'56" East 463.53 feet to the beginning of a curve to the left with a radius of 1000.00 feet;
Thence Northeasterly along said curve through a central angle of 20 degrees 25'56" an arc distance of 356.61 feet to a point of tangency;
Thence North 40 degrees 00'00" East 42.96 feet to the terminus of said centerline.

ALSO, beginning at said point "C";
Thence North 17 degrees 20'00" West 275.00 feet to the terminus of said centerline.

ALSO, subject to 30 foot radius returns at the intersection of the sidelines of the above described easements.

Situated in Skagit County, Washington.

PARCEL A.2:

An easement for ingress, egress, and utilities over, under, through and across that portion of the South half of said Section 25 embraced within a strip of land 60 feet in width having 30 feet of such width on each side of a centerline described as follows:

Beginning at said point "A" on the Northeasterly margin of State Highway SR 9:
Thence North 60 degrees 25'56" East 2036.47 feet to the terminus of said centerline.

ALSO, together with a 30 foot radius returns at the intersection of the sidelines of said easement with the Northeasterly margin of said highway.

Situated in Skagit County, Washington.

PARCEL B:

That portion of the Southeast Quarter of Section 25, Township 34 North, Range 4 East, W.M., and the South Half of Government Lot 3 in Section 30, Township 34 North, Range 5 East, W.M., Skagit County, Washington described as follows:

Beginning at the South Quarter corner of said Section 25;
Thence North 89 degrees 23'49" West along the South line of said Section 63.18 feet to the Northeasterly margin of said State Highway SR 9;
Thence North 24 degrees 00'41" West along said Highway margin 126.54 feet;
Thence North 60 degrees 25'56" East 2500.00 feet to the beginning of a curve to the left with a radius of 1000.00 feet;
Thence Northeasterly along said curve through a central angle of 20 degrees 25'56" an arc distance of 356.61 feet to a point of tangency;
Thence North 40 degrees 00'00" East 42.96 feet to the point of beginning;
Thence due East 842.64 feet;
Thence due North 314.99 feet to the North line of the said South Half of Government Lot 3;
Thence South 89 degrees 53'48" West along said line 520.00 feet to the East line of said Southeast Quarter of Section 25;
Thence North 1 degrees 34'50" East along said line 209.27 feet;

Thence North 88 degrees 25'10" West 60.00 feet to a point at the beginning of a curve to the right from which the center bears North 88 degrees 25'10" West 470.00 feet distant;
Thence Southwesterly along said curve through a central angle of 38 degrees 25'10" an arc distance of 315.16 feet to a point of tangency;
Thence South 40 degrees 00'00" West 278.74 feet;
Thence South 42 degrees 41'25" East 30.25 feet to the point of beginning.

EXCEPT any portion lying within Section 30, Township 34 North, Range 5 East, W.M.

Situated in Skagit County, Washington.

PARCEL C:

Lot 1, Skagit County Short Plat No. 42-81, recorded July 15, 1981, in Volume 5 of Short Plats, page 102, under Auditor's File No. 8107150007, records of Skagit County, Washington.

Situated in Skagit County, Washington.

PARCEL C.1:

An easement for ingress, egress and utilities, over, under, through and across that portion of the South Half of Section 25 embraced within a strip of land 60 feet in width having 30 feet of such width on each side of a centerline described as follows:

Beginning at said point "A" on the Northeasterly margin of State Highway SR 9, as described in Deed recorded August 31, 1979, under Auditor's File No. 7908310025;
Thence North 60 degrees 25'56" East 2,036.47 feet to the terminus of said centerline.

TOGETHER WITH the beneficial rights granted by instruments recorded September 16, 1981 and March 18, 1986, under Auditor's File No. 8109160087, 8109160068 and 8603180087, records of Skagit County, Washington.

Situated in Skagit County Washington.

PARCEL D:

That portion of the East Half of Section 25, Township 34 North, Range 4 East, W.M., described as follows:

Beginning at the South Quarter corner of said Section 25;
Thence North 89 degrees 23'49" West along the South line of said Section 83.18 feet to the Northeasterly margin of said State Highway SR 9;
Thence North 24 degrees 00'41" West along said Highway margin 126.54 feet;
Thence North 60 degrees 25'56" East 2500.00 feet to the beginning of a curve to the left with a radius of 1000.00 feet;
Thence Northeasterly along said curve through a central angle of 10 degrees 18'48" an arc distance of 180.00 feet to the point of beginning;
Thence North 17 degrees 20'00" West 275.00 feet;
Thence South 72 degrees 40'00" West 596.58 feet;
Thence North 12 degrees 24'04" West 1,269.31 feet;
Thence South 42 degrees 41'25" East, 1,587.65 feet;

(RECORD THIS DOCUMENT WITH THE COUNTY CLERK'S OFFICE)

Thence South 40 degrees 00'00" West 42.96 feet to the beginning of a curve to the right having a radius of 1,000.00 feet;
Thence Southwesterly along said curve through a central angle of 10 degrees 07'08" an arc distance of 176.61 feet to the point of beginning.

Situated in Skagit County, Washington.

PARCEL D.1:

An easement for ingress, egress and utilities over, under and across that certain 60 foot wide strip described in instrument recorded December 10, 1982, under Auditor's File No. 8212100052, records of Skagit County, Washington.

Situated in Skagit County, Washington.

PARCEL E:

The Easterly Half of that certain 100 foot wide right-of-way conveyed to the Seattle Lake Shore and Eastern Railway Company by Deed dated December 19, 1890, and recorded January 7, 1891, in Volume 13 of Deeds, pages 620 and 621, being a portion of the Southeast Quarter of Section 23, Township 34 North, Range 4 East, W.M.,

EXCEPT that portion thereof lying within the following described tract retained by Clarence Belles and Alice I. Belles, husband and wife in Deed dated May 20, 1965, and recorded May 21, 1965, as Auditor's File No. 666491:

Beginning at a point on the East line of said Section, 330 feet North of the Southeast corner thereof;
Thence West parallel to the South line of said Section to the West line of the Southeast quarter of the Southeast Quarter;
Thence South to the South line of Section 23;
Thence West to the Southwest corner of the Southwest Quarter of the Southeast Quarter;
Thence North 923 feet, more or less, to the Southwest corner of a tract conveyed December 16, 1944, to Norman A. Lough by Deed recorded in Volume 200 of Deeds, page 41;
Thence East along said Lough Tract to the East line of said Section;
Thence South to the point of beginning.

EXCEPT that portion thereof lying Westerly of the Easterly line of the right-of-way of the Northern Pacific Railroad Company.

Situated in Skagit County, Washington.

PARCEL F:

The Easterly Half of that certain 100 foot wide right-of-way conveyed to the Seattle Lake Shore and Eastern Railway Company by Deed dated April 17, 1890, and recorded May 12, 1890, in Volume 9 of Deeds, pages 752, 753 and 754, being a portion of the Southwest Quarter of the Southwest Quarter of Section 24, and of the Northwest Quarter of the Northwest Quarter of Section 25, all in Township 34 North, Range 4 East, W.M.

Situated in Skagit County, Washington.

PARCEL G:

The Easterly Half of that certain 100 foot wide right-of-way conveyed to the Seattle Lake Shore and Eastern Railway Company by Deed dated April 17, 1890, and recorded May 12, 1890, in Volume 9 of Deeds, pages 750, being a portion of the Southwest Quarter of the Northwest Quarter of Section 25, Township 34 North, Range 4 East, W.M.

Situated in Skagit County, Washington.

PARCEL H:

The Easterly Half of that certain 100-foot wide strip of land conveyed to the Seattle Lake Shore and Eastern Railway Company by deed dated July 17, 1891, and recorded July 25, 1891, in Volume 20 of Plats, page 504, being a portion of the Southwest Quarter of Section 25, Township 34 North, Range 4 East, W.M.,

EXCEPT the right of way for State Highway No. 9.

ALSO EXCEPT that portion lying Southerly of the Western extension of the Southerly line of Parcel "A" of those premises conveyed to Oase Lanting and Jane Lanting, husband and wife by deed recorded April 30, 1992, as Auditor's File No. 9204300037.

ALSO EXCEPT that portion thereof lying between the Westerly extensions of the Northerly and Southerly lines of the following described property:

That portion of the Northeast Quarter of the Southwest Quarter of Section 25, Township 34 North, Range 4 East, W.M., described as follows:

Beginning at the point of intersection of the East line of the Northern Pacific Railway right-of-way with the South line of said subdivision;

Thence East 150 feet along said South line;

Thence North 75 feet to the true point of beginning of the tract herein described;

Thence continuing North 25 feet;

Thence West 196.1 feet to the East line of said Railway right-of-way;

Thence Southerly along said East line to a point West of the true point of beginning;

Thence East to the true point of beginning.

ALSO EXCEPT an additional right-of-way, if any for State Highway No. 9, acquired by the State of Washington by deed recorded October 5, 1978, under Auditor's File No. 888857, records of Skagit County, Washington.

Situated in Skagit County, Washington.