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07/16/2020 04:09 PM Pages: 1 of 13 Fees: \$115.50
Skagit County Auditor

Skagit County
Public Works Department
Attn: Karina Siliverstova
1800 Continental Place
Mount Vernon, Washington 98273

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY M. Miller
DATE 7-9-20

DOCUMENT TITLE: **TEMPORARY MAINTENANCE EASEMENT**

REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*

GRANTOR(S): JAGMOHAN S. SANDHU and KARAMJIT KAUR SANDHU, a married couple, and INDERJIT S. SANDHU and CHARANJIT KAUR SANDHU, a married couple, and SHAMSHER S. SANDHU and DHARAMVIR KAUR SANDHU, a married couple.

GRANTEE(S): Skagit County, a political subdivision of the State of Washington.

ABBREVIATED LEGAL DESCRIPTION: Section 34, Township 36 North, Range 03 East; and Section 27, Township 36 North, Range 03 East (Complete LEGAL DESCRIPTION provided at *Exhibit "C"*).

ASSESSOR'S TAX / PARCEL NUMBER(S): P48635 (XrefID: 360334-1-001-0002); P48445 (XrefID: 360327-4-005-0001); P48443 (XrefID: 360327-4-003-0003); P48442 (XrefID: 360327-4-002-0004); P48404 (XrefID: 360327-1-004-0107); P48400 (XrefID: 360327-1-002-0000); and P48422 (XrefID: 360327-2-013-0005).

TEMPORARY MAINTENANCE EASEMENT

The undersigned, JAGMOHAN S. SANDHU and KARAMJIT KAUR SANDHU, a married couple, and INDERJIT S. SANDHU and CHARANJIT KAUR SANDHU, a married couple, and SHAMSHER S. SANDHU and DHARAMVIR KAUR SANDHU, a married couple ("Grantors"), for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, hereby grants to Skagit County, a political subdivision of the State of Washington ("Grantee"), a temporary, non-exclusive maintenance easement and appurtenances thereto ("Temporary Easement"), as provided herein. Grantors 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 Temporary Easement are further provided as follows:

1. Nature and Location of Easement. The Temporary Easement hereby granted by Grantors herein shall be a temporary maintenance easement for the benefit of Grantee, Grantee's agents, employees, and contractors over, upon, across, through, a portion of real property located within and upon Grantor's Property, such Temporary Easement as legally described on *Exhibit "A"* and as further described and depicted on *Exhibit "B"*, attached hereto and incorporated herein by this reference, for the purpose of providing a temporary maintenance easement (and any related appurtenances thereto), including the right of ingress and egress with all necessary equipment for Project purposes, including maintenance of existing culvert(s), conveyance system(s), ditches, and/or existing structure(s) within said Temporary Easement, and for any and all other purposes reasonably related thereto (including, but not limited to, mowing and

vegetation management). A legal description for the Grantors' Property is attached hereto as *Exhibit "C"*, and is hereby incorporated by reference. The Temporary Easement shall be for the purpose of a Project (as described at Exhibit "D").

2. Use of Easement. The Grantee, Grantee's employees, agents, and contractors, shall have the sole right, without notice, and at all times, to enter upon the Grantors' Property within the Temporary Easement area (as described and depicted in *Exhibit "A"* and *"B"*) for purposes of using the Temporary Easement for Project purposes, including mowing and vegetation management, the maintenance of existing culvert(s), conveyance system(s), and/or existing structure(s) as further described at *Exhibit "D"* attached hereto and incorporated by reference. Grantors shall not have the right to exclude Grantee, Grantee's employees, agents, contractors, or other third parties from the Temporary Easement. Grantors shall not place, construct, or cause to be placed or constructed or maintained any building, structure, obstruction, and/or improvements within or upon the Temporary Easement area while the Temporary Easement is in effect, without approval of the Grantee.

2.1 Grantors specifically recognize and agree that the Grantee is not responsible or liable for any drainage or surface water impact or damage to Grantors' Property resulting from this Temporary Easement, and Grantors release and hold harmless Grantee from any drainage or surface water impact or damages to Grantors' Property resulting from and/or related to this Temporary Easement. Grantee otherwise agrees to be responsible for damages solely arising from the negligent acts of its employees, agents, or representatives on Grantors' Property in exercise of Grantee's rights herein granted by this Temporary Easement. Grantee assumes no liability for any alleged damage resulting subsequent to the termination of this Temporary Easement, or from any source other than as expressly set forth herein.

3. Termination of Temporary Easement. This Temporary Easement shall expire and terminate at such time as the Grantee has completed the Project or activity necessitating the use of the Temporary Easement as described hereinabove (as determined by Grantee). This Temporary Easement shall otherwise expire by its own terms and terminate in five (5) years from the date of mutual execution, whichever is sooner.

4. Governing Law; Venue. This Temporary 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 Temporary Easement shall be in Skagit County, State of Washington.

5. Other Terms (Modifications; Neutral Authorship; Captions & Counterparts; Entire Agreement). This Temporary Easement may be changed, modified, amended or waived only by subsequent written agreement, duly executed by the parties hereto. Each of the terms and provisions of this Temporary Easement have been reviewed and negotiated, and represents the combined work product of the parties hereto. No presumption or other rules of construction which would interpret the provisions of this Temporary Easement in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Temporary Easement. The parties represent and warrant that they have fully read this Temporary Easement, that they understand its meaning and effect, and that they enter into this Temporary Easement with full knowledge of its terms. This Temporary 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 together shall constitute but one agreement. This Temporary Easement contains all the terms and conditions mutually agreed upon by the parties. This Temporary Easement supersedes any prior oral statements, discussions, and/or understandings between the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Temporary Easement shall be deemed to exist or to bind any of the parties hereto.

GRANTORS:

DATED this 12 day of June, 2020.

[Signature]
JAGMOHAN S. SANDHU

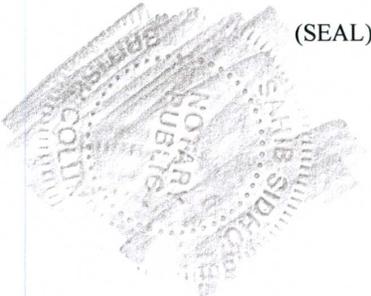
DATED this 12 day of June, 2020.

[Signature]
KARAMJIT KAUR SANDHU

PROVINCE OF B.C.
COUNTY OF City of Abbotsford } ss.

I certify that I know or have satisfactory evidence that **JAGMOHAN S. SANDHU** and **KARAMJIT KAUR SANDHU**, a married couple, are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they executed the forgoing instrument as their free and voluntary act for the uses and purposes herein mentioned.

DATED this 12 day of June, 2020.



(SEAL)

[Signature]
Notary Public

SAHIB SIDHU
NOTARY PUBLIC
32090 South Fraser Way
Abbotsford, BC V2T 1V7

Print name: _____
Residing at: Abbotsford, B.C.
My commission expires: permanent

GRANTORS:

DATED this 12 day of June, 2020.

INDERJIT SANDHU
INDERJIT S. SANDHU

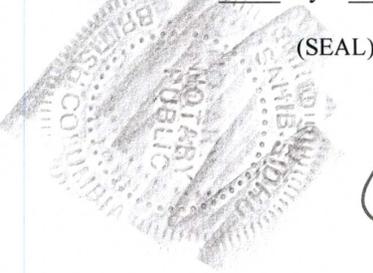
DATED this 12 day of June, 2020.

CHARANJIT Kaur Sandhu
CHARANJIT KAUR SANDHU

PROVINCE OF B.C.
COUNTY OF City of Abbotsford } ss.

I certify that I know or have satisfactory evidence that **INDERJIT S. SANDHU** and **CHARANJIT KAUR SANDHU**, a married couple, are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they executed the forgoing instrument as their free and voluntary act for the uses and purposes herein mentioned.

DATED this 12 day of June, 2020.



(SEAL)

[Signature]

SAHIB SIDHU
NOTARY PUBLIC
32090 South Fraser Way
Abbotsford, BC V2T 1V7

Notary Public
Print name:
Residing at: Abbotsford, B.C.
My commission expires:
permanent

GRANTORS

DATED this 12 day of June, 2020.

Shamsher S. Sandhu
SHAMSHER S. SANDHU

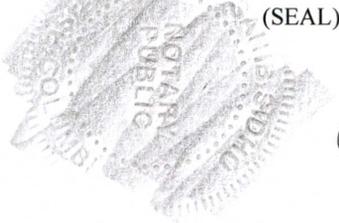
DATED this 12 day of June, 2020.

D Sandhu
DHARAMVIR KAUR SANDHU

PROVINCE OF B.C.
COUNTY OF City of Abbotsford } ss.

I certify that I know or have satisfactory evidence that **SHAMSHER S. SANDHU** and **DHARAMVIR KAUR SANDHU**, a married couple, are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they executed the forgoing instrument as their free and voluntary act for the uses and purposes herein mentioned.

DATED this 12 day of June, 2020.



(SEAL)

[Signature]
Notary Public
Print name: _____
Residing at: Abbotsford, B.C.
My commission expires: _____

SAHIB SIDHU
NOTARY PUBLIC
32090 South Fraser Way
Abbotsford, BC V2T 1V7

Permanent

GRANTEE:
DATED this 2 day of July, 2020.

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

Ron Wesen, Chair

Kenneth A. Dahlstedt, Commissioner

Lisa Janicki, Commissioner

Attest:

Clerk of the Board

Authorization per Resolution R20160001

Justa Joigne
County Administrator

Recommended:

[Signature]
Department Head

Approved as to form:

[Signature] 6/30/20
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

[Signature] 7/1/2020
Risk Manager

Approved as to budget:

Justa Joigne
Budget & Finance Director

EXHIBIT "A"
TEMPORARY EASEMENT LEGAL DESCRIPTION
P48635, P48445, P48443, P48442, P48404, P48400, & P48422

A STRIP OF LAND, FOR DRAINAGE, MAINTENANCE, AND MOWING, LYING IN SECTION 34, TOWNSHIP 36 NORTH, RANGE 03 EAST W.M., COUNTY OF SKAGIT, STATE OF WASHINGTON, MORE PARTICULARLY DESCRIBED BELOW;

SAID STRIP BEING 15 FEET WIDE, LYING ON THE EAST SIDE, THE WESTERLY LINE WHICH IS COINCIDENT WITH THE TOP OF THE EAST BANK OF THE EXISTING DRAINAGE CHANNEL PARALLEL WITH THE BURLINGTON NORTHERN SANTE FE RAILROAD, RUNNING NORTH TO SOUTH. TOGETHER WITH; A STRIP OF LAND IN THE WEST SIDE OF THE EXISTING DRAINAGE DITCH, THE EASTERLY LINE BEING COINCIDENT WITH THE TOP OF THE WEST BANK OF SAID DITCH, THE WESTERN BOUNDARY BEING COINCIDENT WITH THE EASTERLY LINE OF THE BURLINGTON NORTHERN SANTE FE RAILROAD, SAID EASEMENT BEING OF VARYING WIDTHS LESS THAN OR EQUAL TO 15 FEET, OVER AND ACROSS THE FOLLOWING TRACT; THE EASTERN $\frac{1}{2}$ OF THE NE $\frac{1}{4}$ OF SECTION 34.

TOGETHER WITH; A STRIP OF LAND BEING 15 FEET WIDE, ON THE NORTH SIDE, THE SOUTHERLY LINE BEING COINCIDENT WITH THE TOP OF THE NORTHERN BANK OF THE EXISTING DRAINAGE DITCH RUNNING EAST TO WEST, BEING A TRIBUTARY TO THE ABOVE MENTIONED DRAINAGE DITCH RUNNING SOUTH TO NORTH. TOGETHER WITH; A STRIP OF LAND BEING 15 FEET WIDE, LYING ON THE SOUTHERN SIDE, THE NORTHERLY LINE BEING COINCIDENT WITH THE TOP OF THE SOUTH BANK OF THE EXISTING DRAINAGE DITCH RUNNING EAST TO WEST, OVER AND ACROSS THE FOLLOWING TRACT; THE EASTERN $\frac{1}{2}$ OF THE NE $\frac{1}{4}$ OF SECTION 34.

ALL FALLING WITHIN PARCEL 48635.

AND;

A STRIP OF LAND, FOR DRAINAGE, MAINTENANCE, AND MOWING, LYING IN SECTION 27, TOWNSHIP 36 NORTH, RANGE 03 EAST W.M., COUNTY OF SKAGIT, STATE OF WASHINGTON, MORE PARTICULARLY DESCRIBED BELOW;

A STRIP OF LAND BEING 15 FEET WIDE, ON THE NORTH SIDE OF THE EXISTING DRAINAGE DITCH RUNNING EAST TO WEST, THE SOUTHERLY LINE BEING COINCIDENT WITH THE TOP OF THE NORTH BANK OF THE SAID DRAINAGE DITCH. TOGETHER WITH; A STRIP OF LAND, BEING ON THE SOUTH SIDE OF THE EAST TO WEST DRAINAGE DITCH, THE SOUTHERLY LINE BEING COINCIDENT WITH THE SOUTHERN PROPERTY LINE OF PARCEL, SAID EASEMENT BEING OF VARYING WIDTHS GREATER THAN OR EQUAL TO 15 FEET, OVER AND ACROSS THE FOLLOWING TRACT; THE SOUTH $\frac{1}{2}$ OF THE SE $\frac{1}{4}$ OF THE SE $\frac{1}{4}$ OF SECTION 27.

TOGETHER WITH A 15 FOOT STRIP OF LAND LYING ON THE EAST SIDE OF THE EXISTING DRAINAGE DITCH RUNNING SOUTH TO NORTH, WITH THE WESTERLY LINE BEING COINCIDENT WITH THE TOP OF THE EAST BANK OF THE EXISTING DRAINAGE CHANNEL. TOGETHER WITH, A STRIP OF LAND ON THE WEST SIDE OF THE EXISTING DRAINAGE DITCH, THE EASTERLY LINE BEING COINCIDENT WITH THE TOP OF THE WEST BANK OF SAID DITCH, THE WESTERN BOUNDARY BEING COINCIDENT WITH THE EASTERLY LINE

OF THE BURLINGTON NORTHERN SANTE FE RIGHT OF WAY, SAID EASEMENT BEING OF VARYING WIDTHS LESS THAN OR EQUAL TO 15 FEET, OVER AND ACROSS THE FOLLOWING TRACT; THE SOUTH $\frac{1}{2}$ OF THE SE $\frac{1}{4}$ OF SECTION 27.

TOGETHER WITH, A STRIP OF LAND BEING 15 FEET WIDE ON THE NORTH SIDE OF THE EXISTING DRAINAGE DITCH RUNNING EAST TO WEST, THE SOUTHERLY LINE BEING COINCIDENT WITH THE TOP OF THE NORTH BANK OF SAID DRAINAGE DITCH. TOGETHER WITH; A 15 FOOT STRIP OF LAND LYING ON THE SOUTH SIDE OF THE EAST TO WEST DRAINAGE DITCH, THE NORTHERLY LINE BEING COINCIDENT WITH THE TOP OF THE SOUTH BANK OF SAID DITCH, OVER AND ACROSS THE FOLLOWING TRACT; THE NORTH $\frac{1}{2}$ OF THE SOUTH $\frac{1}{2}$ OF THE SE $\frac{1}{4}$ OF SECTION 27.

TOGETHER WITH; A STRIP OF LAND LYING ON THE WEST SIDE OF THE EXISTING DRAINAGE DITCH RUNNING NORTH TO SOUTH, THE EASTERLY LINE BEING COINCIDENT WITH THE TOP OF THE WEST BANK OF SAID DRAINAGE DITCH. TOGETHER WITH; A STRIP OF LAND BEING ON THE EAST SIDE OF THE EXISTING DRAINAGE DITCH RUNNING NORTH TO SOUTH, THE WESTERLY LINE BEING COINCIDENT WITH THE TOP OF THE EAST BANK, THE EASTERN BOUNDARY BEING COINCIDENT WITH THE EASTERLY LINE OF COUNTY ROAD RIGHT OF WAY KNOWN AS KALLSTROM ROAD, SAID EASEMENT BEING OF VARYING WIDTHS LESS THAN OR EQUAL TO 15 FEET, OVER AND ACROSS THE FOLLOWING TRACT; THE EASTERN $\frac{1}{2}$ OF THE SE $\frac{1}{4}$ OF THE SE $\frac{1}{4}$ OF SECTION 27.

ALL FALLING WITHIN PARCEL 48445. ALL EXISTING DRAINAGE DITCHES AS OF 2019.

AND;

A STRIP OF LAND, FOR DRAINAGE, MAINTENANCE, AND MOWING, LYING IN SECTION 27, TOWNSHIP 36 NORTH, RANGE 03 EAST W.M., COUNTY OF SKAGIT, STATE OF WASHINGTON, MORE PARTICULARLY DESCRIBED BELOW;

A 15 FOOT STRIP OF LAND LYING ON THE EAST SIDE OF THE EXISTING DRAINAGE DITCH RUNNING SOUTH TO NORTH, WITH THE WESTERLY LINE BEING COINCIDENT WITH THE TOP OF THE EAST BANK OF THE EXISTING DRAINAGE CHANNEL RUNNING SOUTH TO NORTH. TOGETHER WITH; A 15 FOOT STRIP OF LAND LYING ON THE WEST SIDE OF THE EXISTING DRAINAGE DITCH, THE EASTERLY LINE BEING COINCIDENT WITH THE TOP OF THE WEST BANK, THE WESTERN BOUNDARY BEING COINCIDENT WITH THE EASTERLY LINE OF THE BURLINGTON NORTHERN SANTE FE RIGHT OF WAY, SAID EASEMENT BEING OF VARYING WIDTHS LESS THAN OR EQUAL TO 15 FEET, OVER AND ACROSS THE FOLLOWING TRACT; THE SE $\frac{1}{4}$ OF THE NW $\frac{1}{4}$ OF THE SE $\frac{1}{4}$ OF SECTION 27.

ALL FALLING WITHIN PARCEL 48443.

AND;

A STRIP OF LAND, FOR DRAINAGE, MAINTENANCE, AND MOWING, LYING IN SECTION 27, TOWNSHIP 36 NORTH, RANGE 03 EAST W.M., COUNTY OF SKAGIT, STATE OF WASHINGTON, MORE PARTICULARLY DESCRIBED BELOW;

A 15 FOOT STRIP OF LAND LYING ON THE EAST SIDE OF THE EXISTING DRAINAGE DITCH, WITH THE WESTERLY LINE BEING COINCIDENT WITH THE TOP OF THE EAST BANK OF

THE EXISTING DRAINAGE CHANNEL RUNNING SOUTH TO NORTH. TOGETHER WITH, A STRIP OF LAND ON THE WEST SIDE OF THE EXISTING DRAINAGE DITCH, THE EASTERLY LINE BEING COINCIDENT WITH THE TOP OF THE WEST BANK OF SAID DITCH, THE WESTERN BOUNDARY BEING COINCIDENT WITH THE EASTERLY LINE OF THE BURLINGTON NORTHERN SANTE FE RIGHT OF WAY, SAID EASEMENT BEING OF VARYING WIDTHS LESS THAN OR EQUAL TO 15 FEET, OVER AND ACROSS THE FOLLOWING TRACT; THE NW ¼ OF THE SE ¼ OF SECTION 27.

ALL FALLING WITHIN PARCEL 48442. THE LOCATION OF THE SOUTH TO NORTH DRAINAGE DITCH AS OF 2019.

AND;

A STRIP OF LAND, FOR DRAINAGE, MAINTENANCE, AND MOWING, LYING IN SECTION 27, TOWNSHIP 36 NORTH, RANGE 03 EAST W.M., COUNTY OF SAKGIT, STATE OF WASHINGTON, MORE PARTICULARLY DESCRIBED BELOW;

A 15 FOOT STRIP OF LAND LYING ON THE WEST SIDE OF THE EXISTING DRAINAGE DITCH, WITH THE EASTERLY LINE BEING COINCIDENT WITH THE TOP OF THE WEST BANK OF THE DRAINAGE CHANNEL RUNNING SOUTH TO NORTH. TOGETHER WITH, A STRIP OF LAND ON THE EAST SIDE OF THE EXISTING DRAINAGE DITCH, THE WESTERLY LINE BEING COINCIDENT WITH THE TOP OF THE EAST BANK OF SAID DRAINAGE DITCH. THE EASTERN BOUNDARY BEING COINCIDENT WITH THE WESTERLY LINE OF SKAGIT COUNTY ROAD RIGHT OF WAY KNOWN AS COLONY ROAD, SAID EASEMENT BEING OF VARYING WIDTHS LESS THAN OR EQUAL TO 15 FEET, OVER AND ACROSS THE FOLLOWING TRACT; THE SE ¼ OF THE NW ¼ OF SECTION 27.

ALL FALLING WITHIN PARCEL 48404. LOCATION OF SOUTH TO NORTH DRAINAGE DITCH AS OF 2019.

AND;

A STRIP OF LAND, FOR DRAINAGE, MAINTENANCE, AND MOWING, LYING IN SECTION 27. TOWNSHIP 36 NORTH, RANGE 03 EAST W.M., COUNTY OF SKAGIT, STATE OF WASHINGTON, MORE PARTICULARLY DESCRIBED BELOW;

A 15 FOOT STRIP OF LAND LYING ON THE WEST SIDE OF THE EXISTING DRAINAGE DITCH, WITH THE EASTERLY LINE BEING COINCIDENT WITH THE TOP OF THE WEST BANK OF THE DRAINAGE CHANNEL RUNNING SOUTH TO NORTH. TOGETHER WITH, A STRIP OF LAND ON THE EAST SIDE OF THE EXISTING DRAINAGE DITCH, THE WESTERLY LINE BEING COINCIDENT WITH THE TOP OF THE EAST BANK OF SAID DRAINAGE DITCH. THE EASTERN BOUNDARY BEING COINCIDENT WITH THE WESTERLY LINE OF SKAGIT COUNTY ROAD RIGHT AWAY KNOWN AS COLONY ROAD, SAID EASEMENT BEING OF VARYING WIDTHS LESS THAN OR EQUAL TO 15 FEET, OVER AND ACROSS THE FOLLOWING TRACT; THE SW ¼ OF THE NE ¼ OF SECTION 27.

TOGETHER WITH; A 15 FOOT STRIP OF LAND LYING ON THE EAST SIDE OF THE EXISTING DRAINAGE DITCH, WITH THE WESTERLY LINE BEING COINCIDENT WITH THE TOP OF THE EAST BANK OF THE EXISTING DRAINAGE CHANNEL RUNNING SOUTH TO NORTH. TOGETHER WITH, A STRIP OF LAND ON THE WEST SIDE OF THE EXISTING DRAINAGE

DITCH, THE EASTERLY LINE BEING COINCIDENT WITH THE TOP OF THE WEST BANK OF SAID DITCH, THE WESTERN BOUNDARY BEING COINCIDENT WITH THE EASTERLY LINE OF THE BURLINGTON NORTHERN SANTE FE RIGHT OF WAY, SAID EASEMENT BEING OF VARYING WIDTHS LESS THAN OR EQUAL TO 15 FEET, OVER AND ACROSS THE FOLLOWING TRACT; THE SW ¼ OF THE NE ¼ OF SECTION 27.

ALL FALLING WITHIN PARCEL 48400. THE SOUTH TO NORTH DRAINAGE DITCHES AS OF 2019.

AND;

A STRIP OF LAND, FOR DRAINAGE, MAINTENANCE, AND MOWING, LYING IN SECTION 27. TOWNSHIP 36 NORTH, RANGE 03 EAST W.M., COUNTY OF SKAGIT, STATE OF WASHINGTON, MORE PARTICULARLY DESCRIBED BELOW;

A 15 FOOT STRIP OF LAND LYING ON THE WEST SIDE OF THE EXISTING DRAINAGE DITCH, WITH THE EASTERLY LINE BEING COINCIDENT WITH THE TOP OF THE WEST BANK OF THE DRAINAGE CHANNEL RUNNING SOUTH TO NORTH. TOGETHER WITH, A STRIP OF LAND ON THE EAST SIDE OF THE EXISTING DRAINAGE DITCH, THE WESTERLY LINE BEING COINCIDENT WITH THE TOP OF THE EAST BANK OF SAID DRAINAGE DITCH. THE EASTERN BOUNDARY BEING COINCIDENT WITH THE WESTERLY LINE OF SKAGIT COUNTY ROAD RIGHT OF WAY KNOWN AS COLONY ROAD, SAID EASEMENT BEING OF VARYING WIDTHS LESS THAN OR EQUAL TO 15 FEET, OVER AND ACROSS THE FOLLOWING TRACT; THE SW ¼ OF THE NE ¼ OF SECTION 27.

TOGETHER WITH; A 15 FOOT STRIP OF LAND LYING ON THE EAST SIDE OF THE EXISTING DRAINAGE DITCH, WITH THE WESTERLY LINE BEING COINCIDENT WITH THE TOP OF THE EAST BANK OF THE EXISTING DRAINAGE CHANNEL RUNNING SOUTH TO NORTH. TOGETHER WITH, A STRIP OF LAND ON THE WEST SIDE OF THE EXISTING DRAINAGE DITCH, THE EASTERLY LINE BEING COINCIDENT WITH THE TOP OF THE WEST BANK OF SAID DITCH, THE WESTERN BOUNDARY BEING COINCIDENT WITH THE EASTERLY LINE OF THE BURLINGTON NORTHERN SANTE FE RIGHT OF WAY, SAID EASEMENT BEING OF VARYING WIDTHS LESS THAN OR EQUAL TO 15 FEET, OVER AND ACROSS THE FOLLOWING TRACT; THE NE ¼ OF THE SE ¼ OF THE NW ¼ OF SECTION 27.

ALL FALLING WITHIN PARCEL 48422. THE SOUTH TO NORTH DRAINAGE DITCHES AS OF 2019.

EXHIBIT B



TEMPORARY MAINTENANCE EASEMENT
 PARCEL(S): P48400, P48404, P48404, P48442, P48443, P48445, AND P48635.
 DATE: 2/24/2020
 DMC BY: DRG

MAP NOT TO SCALE FOR EASEMENT LOCATION REFERENCE ONLY.

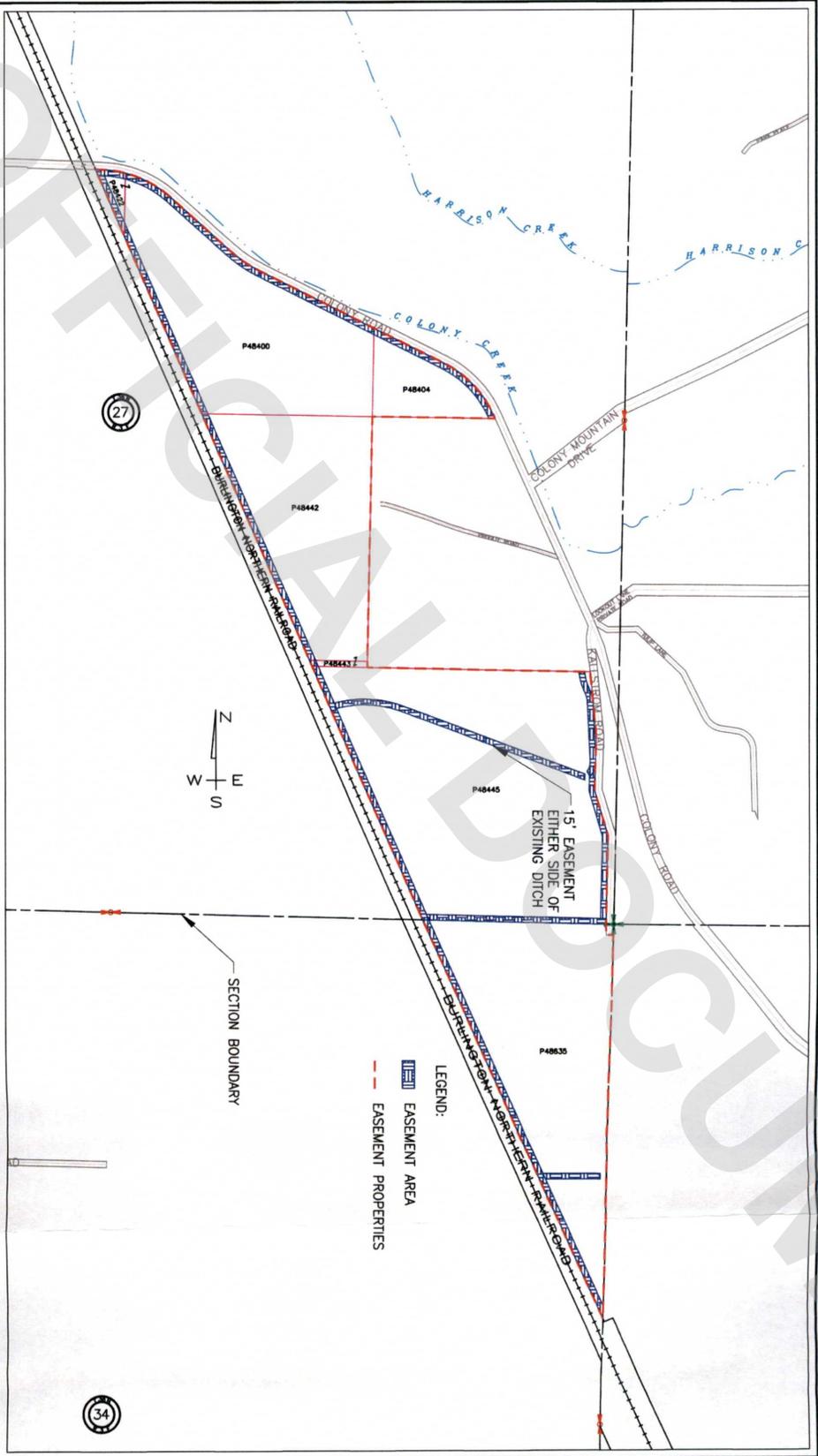


EXHIBIT "C"
LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

Skagit County Assessor Tax Parcel No.: P48635, P48445, P48443, P48442, P48404, P48400, P48422

THAT PORTION OF SECTION 27, TOWNSHIP 36 NORTH, RANGE 03 EAST, W.M., LYING SOUTHERLY AND WESTERLY OF THE COLONY ROAD AND LYING NORTHEASTERLY OF THE EASTERLY LINE OF THE BURLINGTON NORTHERN SANTE FE RIGHT OF WAY.

THAT PORTION OF SECTION 34, TOWNSHIP 36 NORTH, RANGE 03 EAST W.M., LYING NORTHEASTERLY OF THE EASTERLY LINE OF THE BURLINGTON NORTHERN SANTE FE RIGHT OF WAY.

Exhibit "D"
PROJECT DESCRIPTION

1. Grantee's contractor shall mow all vegetation, smaller than 1.5 inches in diameter, on both sides of slough (or ditch). Grantee's contractor shall mow both sides of slough unless it is obvious only one side has been mowed in the past few years.
2. All maintained landscaping shall be left as is.
3. The areas shall be mowed in late Spring; the areas adjacent to cropped fields shall be mowed after harvest.

