

After Recording, Please Return To:

Sedro-Woolley Lumber Co.
TreeSource Industries
529 S.E. Grand Avenue
Portland, OR 97214-2232



200202010133

Skagit County Auditor

2/1/2002 Page 1 of 7 1:57PM

WASHINGTON STATE COUNTY AUDITOR/RECORDER/S
INDEXING FORM (Cover Sheet)

LAND TITLE COMPANY OF SKAGIT COUNTY:

98391

Document Title: Storm Drain Easement
Grantor: Sedro-Woolley School District No. 101
Grantee: Sedro-Woolley Lumber Co.
Legal Description: (abbreviated form i.e. lot, block, plat name, section-township-range) Portion of the NW ¼, 25-35-4- E W. M. <input checked="" type="checkbox"/> Additional legal is included on page 1 and "Exhibit A" of document
Assessor's Property Tax Parcel Account Number: 350425-2-002-0000

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

STORM DRAIN EASEMENT

THIS AGREEMENT is made this 28 day of January, 2001, by and between **SEDRO-WOOLLEY SCHOOL DISTRICT NO. 101, SKAGIT COUNTY, WASHINGTON**, a municipal corporation duly organized and existing under and by virtue of the laws of the State of Washington, hereinafter referred to as "Grantor," and **SEDRO-WOOLLEY LUMBER CO.**, a Washington corporation, hereinafter referred to as "Grantee." Witnesseth:

WHEREAS, Grantor is the owner of certain lands and premises situated in the County of Skagit, and

WHEREAS, the Grantee wishes to acquire certain rights and privileges along, within, across, under, and upon the said lands and premises.

NOW, THEREFORE, Grantor, for and in consideration of mutual benefit and other valuable consideration, receipt of which is hereby acknowledged, quit claims, conveys, and grants to the Grantee, its successors or assigns, the perpetual right, privilege, and authority enabling the Grantee to do all things necessary or proper in the construction and maintenance of a storm drain line, lines or related facilities, including the right to construct, operate, maintain, inspect, improve, remove, restore, alter, replace, relocate, connect to and locate at any time a pipe or pipes, line or lines or related facilities, along with necessary appurtenances for the transportation of water over, across, along, in and under the lands and premises in the County of Skagit, State of Washington, described on Exhibit "A" attached hereto and incorporated here by this reference (the "Easement Area") together with the right of ingress to and egress from said lands across adjacent lands of the Grantor.

Grantor, their heirs, successors, or assigns each hereby conveys and agrees not to construct or permit to be constructed permanent structures of any kind on the Easement Area, (not including asphalt, landscaping and the existing running track as described on Exhibit "B") without written approval of the General Manager of the Grantee. Grantor shall conduct their activities and all other activities on each Grantor's property so as not to interfere with, obstruct or endanger the usefulness of any improvements or other facilities, now or hereafter maintained upon the Easement Area or in any way interfere with, obstruct or endanger the Grantee's use of the easement.

The Grantee shall, upon completion of any work within the property covered by this easement, restore the surface of the easement and any private improvements disturbed or destroyed during execution of the work, as nearly as practical to their normal conditions that they were in immediately before the commencement of the work or entry by the Grantee.

The Grantor may, at its sole expense, cause the Easement Area to be moved to the easement area described in that certain Utilities Easement among Sedro-Woolley School District No. 101, the City of Sedro-Woolley, and Public Utility District No. 1 of Skagit County,



200202010133
Skagit County Auditor

Washington, dated as of the date hereof, and recorded under number 200202010131 in the Skagit County recorder's office on February 1, 2002.

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one in the same instrument.



200202010133

Skagit County Auditor

2/1/2002 Page 3 of 7

1:57PM

In Witness Whereof, the Grantor and Grantee hereunto set their hands and seals.

**SEDRO-WOOLLEY SCHOOL DISTRICT
NO. 101, SKAGIT COUNTY, WASHINGTON,**
a municipal corporation duly organized and existing
under and by virtue of the laws of the State of
Washington

By *Michael C. Casey*
Michael C. Casey, its Superintendent, in
his capacity as Secretary of the Board of
Directors

Easement
SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

FEB 01 2002

Amount Paid to
Skagit County Treasurer
By: *Mdm* Deputy

**SEDRO-WOOLLEY LUMBER CO., a
Washington corporation**

By *Jess R. Drake*
Name *Jess R. Drake*
Title *President*

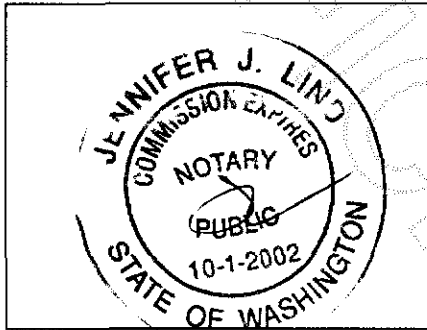


200202010133
Skagit County Auditor

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Michael Casey is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Superintendent of and in his capacity as Secretary of the Board of Directors of Sedro-Woolley School Grantee No. 101, Skagit County, Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 1-30-02



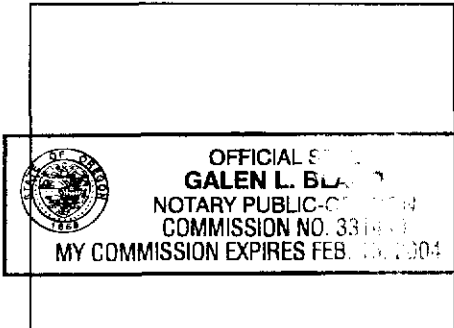
(Use this space for notarial stamp/seal)

Jennifer J. Lind
Notary Public
Print Name Jennifer J. Lind
My commission expires 10-01-02

STATE OF OREGON)
) ss.
COUNTY OF WASHINGTON)

I certify that I know or have satisfactory evidence that Jess R. Drake 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 President of Sedro-Woolley Lumber Co., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: January 28, 2002



(Use this space for notarial stamp/seal)

Galen L. Bland
Notary Public
Print Name Galen L. Bland
My commission expires 2-15-04



EXHIBIT A

LEGAL DESCRIPTION
FOR
TREE SOURCE/SEDRO-WOOLLEY LUMBER
OF
STORM DRAIN EASEMENT

January 28, 2002

A 15 foot wide easement from the north line of the northeast quarter of the northwest quarter of Section 25, Township 35 North, Range 4 East, W.M. to the westerly projection of the north line of Jameson Street; the centerline of said easement is described as follows:

Commencing at the northwest corner said Section 25; thence N88°44'49"E along the north line of said Section 25, a distance of 1501.56 feet to the initial point of this centerline description; thence S04°39'45"W, a distance of 49.68 feet; thence S00°27'57"E, a distance of 71.01 feet; thence S03°58'15"W, a distance of 200.37 feet; thence S09°13'53"W, a distance of 212.50 to the westerly projection of the north line of Jameson Street and terminus of this centerline description.

Situate in the City of Sedro-Woolley, Skagit County, Washington.



200202010133
Skagit County Auditor

2/1/2002 Page 6 of 7 1:57PM

EXHIBIT B

**LEGAL DESCRIPTION
FOR
SEDRO-WOOLLEY SCHOOL DISTRICT #101
OF
A PORTION OF VACATED FIRST STREET WITHIN THE HIGH SCHOOL TRACK**

January 29, 2002

That portion of the 30 foot wide public street described in indenture between Seattle Lake Shore and Eastern Railway Company and Norman Kelley and W.S. Jameson dated July 19, 1890 and filed under Auditor's File Number 10879, described as follows:

Commencing at the northwest corner of Block 52, in the plat of FIRST ADDITION TO THE TOWN OF SEDRO filed in Volume 3 of Plats at Page 29, records of Skagit County, Washington; thence S09°45'13"W along the west line of said Block 52 a distance of 150.86 feet to the point of beginning of this description; thence southwesterly a distance of 63.04 feet on a non-tangent curve concave to the southeast having a radius of 137.13 feet and a chord that bears S38°26'39"W, and a central angle of 26°20'28" to the west line of said 30 foot wide public street; thence S09°45'13"W along the west line of said street, a distance of 73.38 feet; thence southeasterly a distance of 63.04 feet on non-tangent curve concave to the northeast having a radius of 137.13 feet and a chord that bears S18°56'13"E, and a central angle of 26°20'28" to the west line of Block 53 of said plat; thence N09°45'13"E along the west line of said Blocks 52 and 53, a distance of 183.02 feet to the point of beginning.

Situated in the City of Sedro-Woolley, Skagit County, Washington.

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Skagit County Auditor
2/1/2002 Page 7 of 7 1:57PM