



200707260081
Skagit County Auditor

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200707110067
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AFTER RECORDING MAIL TO:
Clear Valley Environmental Farm, LLC
Clear Valley Environmental Farm II, Inc.
14067 McLaughlin Extension Road
Mount Vernon, WA 98273
Attn: Jerome Ryan

RE-RECORDED TO ADD ADDITIONAL
GRANTOR'S SIGNATURE.

FIRST AMERICAN TITLE CO.
B9055AE-4

ACCESS EASEMENT
IN FAVOR OF
CLEAR VALLEY ENVIRONMENTAL FARM, LLC
AND
CLEAR VALLEY ENVIRONMENTAL FARM II, INC.

ACCOMMODATION RECORDING ONLY

SECTS TSP 37R4E
P 24488

DAN R. MITZEL AND PATRICIA R. BURKLUND, HUSBAND AND WIFE, herein referred to as the Grantor, whose address is 1100 Cleveland Ave., Suite 203. Mount Vernon, Washington 98273, for due consideration, the receipt and sufficiency of which is hereby acknowledged and agreed to, and for which no lien expressed or implied is retained, has this day granted, sold, and conveyed, and by these presents hereby grants, sells and conveys, to CLEAR VALLEY ENVIRONMENTAL FARM, LLC, a Washington limited liability company, as a "Tenant in Common" and CLEAR VALLEY ENVIRONMENTAL FARM II, INC., a Washington corporation as a "Tenant in Common," herein referred to as the Grantee, whose address is 14067 McLaughlin Extension Road, Mount Vernon, Washington, and to their successors and assigns, and they hereby reserve, a nonexclusive right to access, standing, parking, and utility line easement in, on and across the sixty (60) foot wide piece of land described on EXHIBIT A hereto and represented in the drawing appearing on EXHIBIT B hereto (herein referred to as the "Easement Tract"), all as may be modified as provided in the following paragraph, for the benefit of the property legally described on EXHIBIT C (herein referred to as the "Dominant Tract"), to have and to hold the same perpetually to the Grantee and its successors and assigns, together with the right and privilege at any and all times to enter said premises, or any part thereof, for the purpose of ingress and egress and parking, and for ingress and egress of persons, animals, and motor vehicles of all kinds including passenger, farm and construction vehicles, all purposes including but not limited to recreation, hunting, construction, passage and for any other purpose without restriction, and for construction, operation, maintenance, replacement, upgrade and repair of the Easement Tract and for utility lines and making connections therewith, all for the benefit

of the Dominant Tract; provided, however, that Grantor reserves the right to enter upon and use the Easement Tract for its purposes not inconsistent with the uses granted to Grantee, but in no event shall Grantor (i) use the Easement Tract in a way that interferes in any material way or is inconsistent with the rights granted hereunder, or (ii) erect or permit to be erected a building on any portion of the Easement Tract.

Notwithstanding the terms of the preceding paragraph referring to the description of the Easement Tract, and the description thereof in **EXHIBIT A** and the drawing thereof in **EXHIBIT B**, if the Easement Tract in any way restricts Grantor's reasonable use of the property burdened by the Easement Tract for existing uses (or any future use that is permitted by law including any use that may be allowed in the future as a result of such property being rezoned for commercial, residential or industrial use as permitted by Skagit County (or the City of Mount Vernon in the event that such property is ever annexed into the City of Mount Vernon)), then, with the prior written and recorded approval of Grantee (which approval may not be unreasonably withheld or delayed), Grantor shall have the right to replace the Easement Tract with another easement that provides access and all other rights equal to those provided by the Easement Tract.

Grantee shall have the right to improve and maintain the Easement Tract.

THIS EASEMENT SHALL BE A COVENANT RUNNING WITH THE LAND. THIS EASEMENT REPLACES THE EASEMENT OF THE SAME TYPE OVER THE SAME LAND GRANTED IN A BOUNDARY LINE ADJUSTMENT DEED RECORDED BY GRANTEE ON JUNE 19, 2007.


Grantee hereby agrees to fully indemnify Grantor for and hold harmless Grantor from any and all injuries, claims and expenses, whether known or unknown, including but not limited to personal injury or damage relating to or arising from the exercise by Grantee, or its guests, invitees, agents, licensees or representatives of any of the rights granted herein.

In the event any action or proceeding is instituted arising out of or relating to this Easement, the prevailing party shall be entitled to its reasonable attorneys' fees and actual costs.

This Agreement may be executed in two or more counterparts and all counterparts so executed shall for all purposes constitute one agreement, binding upon all the parties hereto, notwithstanding that all parties shall not have executed the same counterpart.

IN WITNESS HEREOF, the undersigned have executed this Easement on ^{July} ~~June~~ 11, 2007.

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID
JUL 11 2007
Amount Paid \$ 0
By: Skagit County Treasurer Deputy
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
JUL 26 2007
Amount Paid \$ 3528
By: Skagit County Treasurer Deputy

GRANTOR

Dan R. Mitzel


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Skagit County Auditor

Patricia R. Burklund

Patricia R. Burklund

UNOFFICIAL DOCUMENT



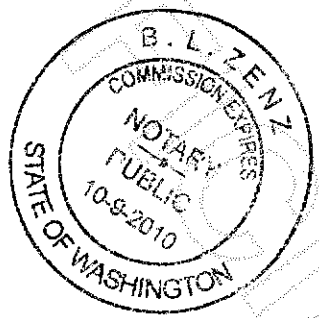
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STATE OF WA)
) ss.
COUNTY OF Skagit)

On this day personally appeared before me Mark R. Matye to me known who acknowledged the said instrument to be his or her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 11th day of July, 2007.



Mark R. Matye

(Notary's printed name)

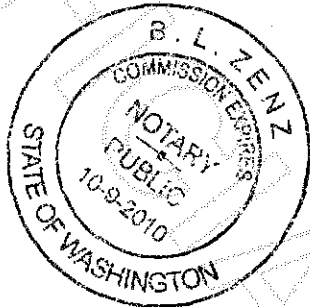
Notary Public in and for the
State of Washington
Residing at Burlington
My Commission Expires 10-9-10



STATE OF WA)
) ss.
COUNTY OF Snohomish)

On this day personally appeared before me Patricia L. Durbin to me known who acknowledged the said instrument to be his or her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 16th day of July 2007, 2007.



B. L. Zenz
(Notary's printed name)

[Signature]
NOTARY PUBLIC in and for the
State of WA
Residing at Burlington



EXHIBIT A

LEGAL DESCRIPTION

A 60.00 foot non-exclusive easement for ingress, egress and utilities being 30.00 feet on both sides of the following described centerline, being in a portion of Section 10 and Section 15, Township 34 North, Range 4 East, WM.

Commencing at the Southwest corner of Tract "A" of Skagit County Short Plat 60-77, approved August 30, 1977 and recorded August 30, 1977 under Auditors File No. 863767, in Volume 2 of short plats, page 112, records of Skagit County Washington; thence South 1° 26' 36" West, along the East margin of McLaughlin road extension, as shown on said Short Plat, 43.62 feet to the **TRUE POINT OF BEGINNING** of this centerline description; thence the following courses along said centerline, South 86° 12' 13" East 174.78 feet; thence North 85° 42' 17" East 172.87 feet; thence North 58° 22' 51" East 393.11 feet; thence South 88° 43' 21" East 668.41 feet, more or less, to a point of intersection with the Easterly line of the above described parcel and the terminus of said centerline description.

The sidelines of said easement shall be extended or trimmed so as to form a continuous line across the Grantors ownership.

Situate in the County of Skagit, State of Washington

And

A 60.00 foot non-exclusive easement for ingress, egress and utilities being 30.00 feet on both sides of the following described centerline, being in a portion of Section 10 and Section 15, Township 34 North, Range 4 East, WM.

Commencing at the Southwest corner of Tract "A" of Skagit County Short Plat 60-77, approved August 30, 1977 and recorded August 30, 1977 under Auditors File No. 863767, in Volume 2 of short plats, page 112, records of Skagit County Washington; thence South 1° 26' 36" West, along the East margin of McLaughlin road extension, as shown on said Short Plat, 43.62 feet; thence the following courses along the centerline, South 86° 12' 13" East 174.78 feet; thence North 85° 42' 17" East 172.87 feet; thence North 58° 22' 51" East 393.11 feet; thence South 88° 43' 21" East 668.41 feet, more or less, to a point of intersection with the Westerly line of the above described parcel and the **TRUE POINT OF BEGINNING**; thence continue South 88° 43' 21" East 719.58 feet to the



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Northeasterly line of the above described parcel and the terminus of said centerline description.

The sidelines of said easement shall be extended or trimmed so as to form a continuous line across the grantors ownership.

Situate in the County of Skagit, State of Washington



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EXHIBIT B

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

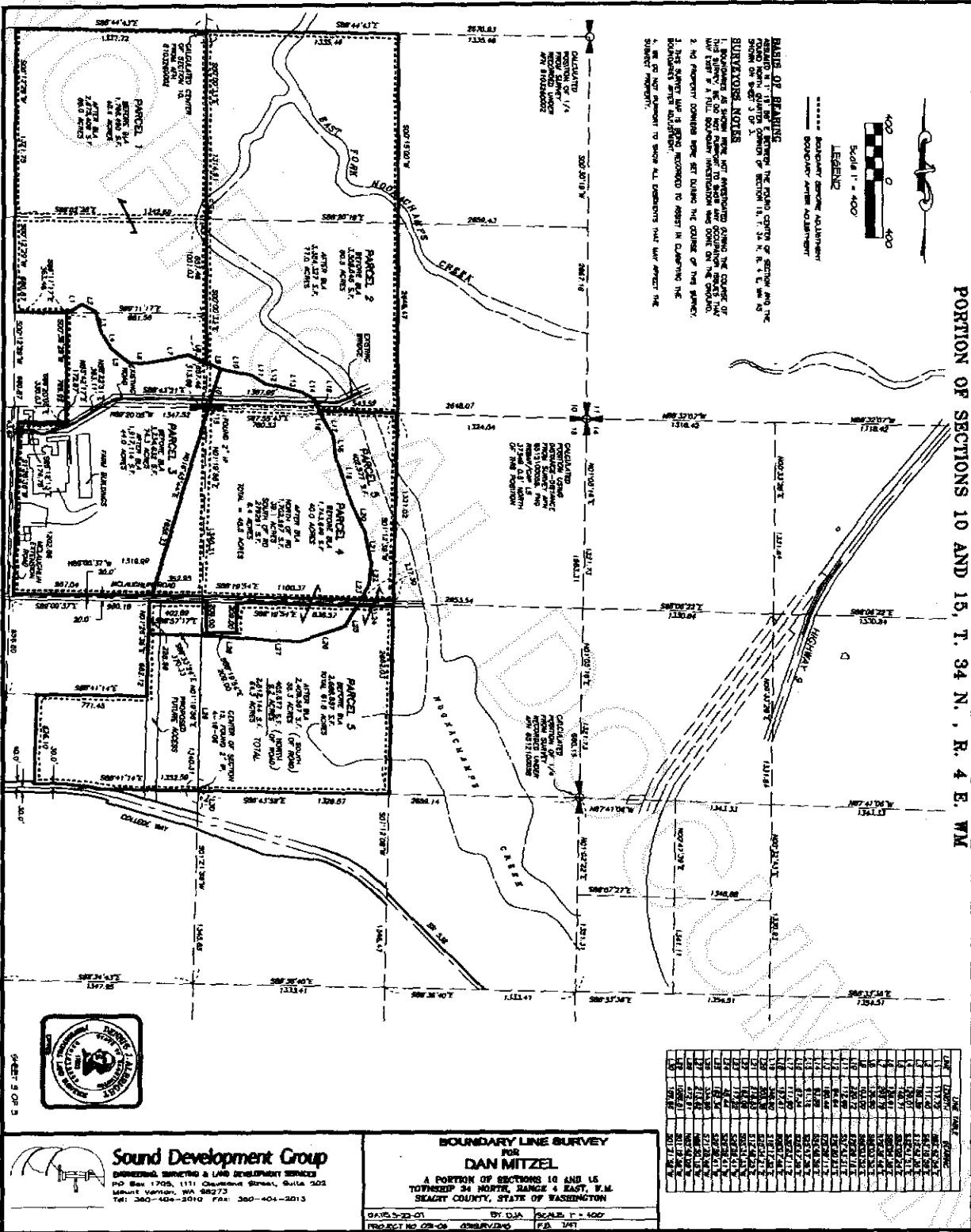
That area marked as the "Existing Road" on the map attached.

UNOFFICIAL DOCUMENT



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PORTION OF SECTIONS 10 AND 15, T. 34 N., R. 4 E. WA



PARIS OF BEARING:
 BEARING IS THE BEARING OF THE MAIN CENTER OF SECTION AND THE
 PLAIN NORTH QUARTER CORNER OF SECTION 14, T. 34 N. R. 4 E. S. 15
 IN PAGE 3 OF 3.

SURVEYOR NOTES:
 1. THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE
 REQUIREMENTS OF RCW 65A.02 AND RCW 65A.03. THE COURSE OF
 THE BOUNDARY LINES WAS ESTABLISHED BY MEASUREMENT AND
 CALCULATION. A FULL SURVEY INVESTIGATION WAS DONE ON THE SPACES.
 2. NO PROPERTY CORNERS WERE SET DURING THE COURSE OF THIS SURVEY.
 3. THIS SURVEY WAS SET BACK RECORDED TO ASSIST IN CLARIFYING THE
 BOUNDARY LINE ADJUSTMENT.
 4. WE DO NOT WARRANT TO SHOW ALL EASEMENTS THAT MAY AFFECT THE
 SUBJECT PROPERTY.

400 0 400
 Scale 1" = 400'

LEGEND
 - - - - - BOUNDARY LINE ADJUSTMENT
 - - - - - BOUNDARY LINE ACQUISITION

LINE NO.	BEARING	DISTANCE
1	N 89° 58' 12" W	117.72
2	S 89° 58' 12" E	117.72
3	N 89° 58' 12" W	117.72
4	S 89° 58' 12" E	117.72
5	N 89° 58' 12" W	117.72
6	S 89° 58' 12" E	117.72
7	N 89° 58' 12" W	117.72
8	S 89° 58' 12" E	117.72
9	N 89° 58' 12" W	117.72
10	S 89° 58' 12" E	117.72
11	N 89° 58' 12" W	117.72
12	S 89° 58' 12" E	117.72
13	N 89° 58' 12" W	117.72
14	S 89° 58' 12" E	117.72
15	N 89° 58' 12" W	117.72
16	S 89° 58' 12" E	117.72
17	N 89° 58' 12" W	117.72
18	S 89° 58' 12" E	117.72
19	N 89° 58' 12" W	117.72
20	S 89° 58' 12" E	117.72
21	N 89° 58' 12" W	117.72
22	S 89° 58' 12" E	117.72
23	N 89° 58' 12" W	117.72
24	S 89° 58' 12" E	117.72
25	N 89° 58' 12" W	117.72
26	S 89° 58' 12" E	117.72
27	N 89° 58' 12" W	117.72
28	S 89° 58' 12" E	117.72
29	N 89° 58' 12" W	117.72
30	S 89° 58' 12" E	117.72
31	N 89° 58' 12" W	117.72
32	S 89° 58' 12" E	117.72
33	N 89° 58' 12" W	117.72
34	S 89° 58' 12" E	117.72
35	N 89° 58' 12" W	117.72
36	S 89° 58' 12" E	117.72
37	N 89° 58' 12" W	117.72
38	S 89° 58' 12" E	117.72
39	N 89° 58' 12" W	117.72
40	S 89° 58' 12" E	117.72

Sound Development Group
 ENGINEERING, SURVEYING & LAND DEVELOPMENT SERVICES
 PO Box 1705, 1111 Cleveland Street, Suite 202
 Mount Vernon, WA 98273
 Tel: 360-404-2010 Fax: 360-404-2015

BOUNDARY LINE SURVEY
 FOR
DAN MITZEL
 A PORTION OF SECTIONS 10 AND 15
 TOWNSHIP 34 NORTH, RANGE 4 EAST, T. 34 N.
 S. 15, R. 4 E. WA
 SNEY COUNTY, STATE OF WASHINGTON

DATE: 5-22-07 BY: D.J.A. SCALE: 1" = 400'
 PROJECT NO: 02-06 (2007/02/06)

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POOR ORIGINAL

EXHIBIT C

LEGAL DESCRIPTION OF DOMINANT TRACT

These portions of Sections 10, 11, 14 and 15 of Township 34 North,
Range 4
East, W.M. conveyed to Clear Valley Environmental Farm, LLC and Clear
Valley
Environmental Farm II, Inc., by deeds recorded as Skagit County
Auditor's
File Numbers 200604270154 and 200705110097 EXCEPT therefrom "Parcel 3
After
BLA" and "Parcel 4 After BLA" as set forth both on a Survey recorded as
Auditor's File No. 200706190095 and on a boundary line adjustment deed
recorded as Auditor's File No. 200706190096.

POOR ORIGINAL



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