

Recording Requested By And  
When Recorded Mail To:

Skagit County Public Works  
Attn: Nikki Davis  
1800 Continental Place  
Mount Vernon, Washington 98273



201105120088  
Skagit County Auditor

5/12/2011 Page 1 of 14 1:53PM

DOCUMENT TITLE: **Drainage Easement**

SKAGIT COUNTY  
Contract # C20110215  
Page 1 of 14

REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*

GRANTOR(S): **OLSON FAMILY FARMS LLC, a Washington limited liability company**

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

ASSESSOR'S TAX / PARCEL NUMBER(S): **P29224 (XrefID: 340430-4-010-0000) and  
P29283 (XrefID: 340431-1-006-0001)**

ABBREVIATED LEGAL DESCRIPTION:

O/S#94 #760379 1973: DK 3: PTN SW1/4 SE1/4 S W OF CO RD AKA PTN OF LT 2 OF S/P#58-81 AF#8112310065  
EXC FDT: BAT INTER OF W LI OF SD SUB WITH S LI OF BRITT SLOUGH RD TH S ALG SD W LI 510 FT TH E  
AT R/A TO SD W LI 190 FT TH N PLW W LI OF SD SUB 425 FT M/L TO S LI OF SD RD TPOB.EXCEPT THAT  
PORTION OF THE SW1/4 OF THE SE 1/4 OF SEC 30 TWP 34 N RG 4 E W.M. LYING SOUTH AND WEST OF  
THE COUNTY RD RUNNING ALONG THE E SIDE OF BRITTS SLOUGH DAF COMM AT THE INT OF THE W  
LINE OF SD SUB WITH S LINE BRITT SLOUGH RD THENCE S 0 DEG 06'26 E ALONG SD W LINE A DISTANCE  
OF 510 FT TO THE SW COR OF THAT TR OF LAND CONVEYED TO STANTON C G OLSON GRANTEE FROM  
JULIE MARIÉ OLSON GRANTOR BY THAT INSTRUMENT DATED JAN 11 2002 AND RECORDED JAN 16 2002  
UNDER AF #200201160011 RECORDS OF SKAGIT CO WA AND WHICH POINT IS THE TPB OF THIS PROP  
DESC THENCE N 89 DEG'53'34 E ALONG THE S LINE OF SAID STANTON OLSON TR TO THE SE COR THOF  
AT R/A TO SAID W LINE A DISTANCE OF 190 FT THENCE N 0 DEG 06'26 W PLW THE W LINE OF SD SUB  
ALONG E LINE OF SD STANTON OLSON TR A DISTANCE OF 410.99 FT M/L TO THE NE COR OF SD  
STANTON OLSON TR AT A POINT ON A CURVE ALG THE S LINE OF BRIT SLOUGH RD AT WHICH POINT  
THE TANGENT TO SAID CURVE BEARS S 63DEG '05'47 E THENCE IN A SELY DIRECTION ALONG SD S LINE  
OF BRITT SLOUGH RD ON A CURVE TO THE LEFT HAVING A RADIUS OF 603 AND A CENTRAL ANGLE OF  
10 DEG 35'28 AN ARC DISTANCE OF 111.46 FT TH S 0 DEG 06'26 E PARALLEL W THE W LINE OF SD SUB A  
DISTANCE OF 183.61 FT THENCE N 75 DEG 19'21 W A DISTANCE OF 85.21 FT THENCE S 5 DEG 15'20 W A  
DISTANCE OF 224.86 FT TO A POINT WHICH BEARS S 0 DEG 06'26 E A DISTANCE OF 15.93 FT FROM THE SE  
COR OF SD STANTON OLSON TR THENCE N 86 DEG 22'36 W A DISTANCE OF 190.40 FT M/L TO THE W LINE  
OF SD SUB THENCE N 0 DEG 06'26 W ALG SD W LINE A DISTANCE OF 3.54 FT M/L TO THE TPB ALSO  
EXCEPTING OUT THAT PORTION OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 30  
TOWNSHIP 34 NORTH RANGE 4 EAST W.M. LYING SOUTH AND WEST OF THE COUNTY ROAD RUNNING  
ALONG THE EAST SIDE OF BRITTS SLOUGH AND BEING A PORTION OF SKAGIT COUNTY SHORT PLAT  
NO. 58-81 REVISED AS RECORDED IN VOLUME 5 OF SHORT PLATS AT PAGE 157 UNDER AUDITOR'S FILE  
NO.8112310065 RECORDS OF SKAGIT COUNTY WASHINGTON; MORE PARTICULARLY DESCRIBED AS

FOLLOWS COMMENCING AT THE INTERSECTION OF THE WEST LINE OF SAID SUBDIVISION WITH THE SOUTH LINE OF THE BRITT SLOUGH ROAD THENCE S 0°06'26" E ALONG SAID WEST LINE A DISTANCE OF 510 FEET TO THE SOUTHWEST CORNER OF THAT TRACT OF LAND CONVEYED TO STANTON C.G. OLSON, GRANTEE FROM JULIE MARIE OLSON GRANTOR BY THAT INSTRUMENT DATED JANUARY 11 2002 AND RECORDED JANUARY 16 2002 UNDER AUDITOR'S FILE NO. 200201160011 RECORDS OF SKAGIT COUNTY, WASHINGTON THENCE N 89°53 '34" E, ALONG THE SOUTH LINE OF SAID STANTON OLSON TRACT TO THE SOUTHEAST CORNER THEREOF, AT RIGHT ANGLES TO SAID WEST LINE A DISTANCE OF 190 FEET THENCE N 0°06'26" W, PARALLEL WITH THE WEST LINE OF SAID SUBDIVISION ALONG THE EAST LINE OF SAID STANTON OLSON TRACT, A DISTANCE OF 410.99 FEET, MORE OR LESS TO THE NORTHEAST CORNER OF SAID STANTON OLSON TRACT AT A POINT ON A CURVE ALONG THE SOUTH LINE OF THE BRITT SLOUGH ROAD AT WHICH POINT THE TANGENT TO SAID CURVE BEARS S 63°05'47" E THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE SOUTH LINE OF THE BRITT SLOUGH ROAD ON A CURVE TO THE LEFT HAVING A RADIUS OF 603.00 FEET AND A CENTRAL ANGLE OF 18°28'57" AN ARC DISTANCE OF 194.51 FEET TO THE TRUE POINT OF BEGINNING OF THIS PROPERTY DESCRIPTION THENCE S 3°46'40" E A DISTANCE OF 173.76 FEET; THENCE S 14°35'36" E A DISTANCE OF 6L.38 FEET THENCE S 9°L9'37" E A DISTANCE OF 65.68 FEET; THENCE N 86°34'49" E A DISTANCE OF 621.95 FEET MORE OR LESS TO A POINT ON A CURVE ALONG THE WESTERLY LINE OF THE BRITT SLOUGH ROAD HAVING A RADIUS OF 288.31 FEET AT WHICH POINT THE TANGENT TO SAID CURVE BEARS S 15°41'27"E THENCE NORTHERLY AND WESTERLY ALONG THE WESTERLY AND SOUTHERLY LINE OF SAID ROAD TO THE POINT OF BEGINNING. EXCEPT ROAD AKA PTN LT 2 S/P#58-81; AND,

(10.5600 ac) OPEN SPACE #94 #760379 1973 DK 3 DT 92 N 310FT OF NW1/4 NE1/4 W OF CO RD TGW E 281.03FT N 310.0FT NE1/4 NW1/4(Complete LEGAL DESCRIPTION provided at *Exhibit "C"*).

## DRAINAGE EASEMENT

The undersigned, **OLSON FAMILY FARMS LLC**, a Washington limited liability company ("Grantor" herein), and **SKAGIT COUNTY**, a political subdivision of the State of Washington, ("Grantee" herein), for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, hereby grants and conveys to Grantee, and Grantee's successors and assigns, a perpetual, non-exclusive Drainage Easement for storm water discharge, drainage lines, drainage structures, mowing, vegetation management, and other potential drainage infrastructure ("Easement") as follows 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 and Location of Easement.** The Easement granted by Grantor herein shall be a permanent easement for the benefit of Grantee over, upon, across, through and under portions of Grantor's Property, such 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 purposes of discharging storm water, installing, laying, constructing, maintaining (including, but not limited to, mowing and vegetation management), inspecting, repairing, removing, replacing, renewing, using and operating drainage lines, drainage structures, and/or other drainage infrastructure, (herein "drainage facilities") including the right of ingress and egress with all necessary vehicles and equipment for said purposes, and for any and all other purposes reasonably related thereto; provided, that the Grantor specifically recognizes and agrees that Grantee is in no way obligated whatsoever to make, construct, operate, maintain, or repair any specific drainage facilities at (or within the vicinity of) Grantor's



Property pursuant to the terms of this Easement. While the Grantee is not required to conduct any such maintenance (including, but not limited to, mowing and vegetation management), repair, or replacement of any specific drainage facilities pursuant to the terms of this Easement, in the event that the Grantee does chose to do so, any such work shall be performed at the risk of the Grantee. The Grantee shall have a perpetual right of access to the Easement via and through the Grantor's Property as well as the Easement area, for purposes of installation, repair, maintenance (including, but not limited to, mowing and vegetation management) and for any and all other purposes reasonably related thereto, at all times and without notice to Grantor. A legal description for the Grantor's Property is attached hereto as *Exhibit "C"*, and is hereby incorporated by reference. Grantor specifically recognizes and agrees that the Grantee is not responsible or liable for any drainage impact to Grantor's Property resulting from this Easement. Grantor releases and holds harmless Grantee from any drainage impact to Grantor's Property resulting from and/or related to this Easement. Grantor shall be solely and separately liable and responsible for any drainage impact to Grantor's Property arising from and/or related to this Easement. The Grantor further recognizes and agrees that Grantor shall be responsible and/or liable for any use of, maintenance of, and/or repair of any private roadway(s) located within the Easement area, and that any such private roadway(s) located within the Easement area do not become County road(s) by virtue of this Easement.

**2. Construction Activity within Easement.** Without notice and at all times as may be necessary, the Grantee shall have the right to (but shall not be required to) enter upon the Grantor's Property, within the Easement (as described and depicted in Exhibits A & B), to install, lay, construct, maintain, (including but not limited to mowing and vegetation management), inspect, repair, remove, replace, renew, use and operate the drainage facilities.

**3. Encroachment/Construction Activity.** Grantor shall not undertake, authorize, permit or consent to any construction or excavation including, without limitation, digging, tunneling, or other forms of construction activity at, or, on or near the Easement which might in any fashion unearth, undermine, or damage the drainage facilities or endanger the lateral or other support of the drainage facilities. Grantor further agrees that no structure or obstruction including, without limitation, fences and foundations or rockeries shall be erected over, upon or within the Easement, and no trees, bushes or other shrubbery shall be planted or maintained within the Easement, without written consent of Grantee, provided Grantor shall otherwise have full use of the surface of the real property within the Easement area, so long as such use does not interfere with the Grantee's maintenance (including mowing and vegetation management) and use of the Easement or the drainage facilities.

**4. Binding Effect/ Warranty of Title.** 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 their respective successors, heirs and assigns. Grantor warrants that Grantor has good title to the Real Property and warrants the Grantee title to and quiet enjoyment of the Easement. The covenants and agreements of this Easement shall be binding upon the successors and assigns of the parties hereto.

**5. 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 brought under or relating to the term of this Easement shall be in Skagit County, State of Washington.

**6. 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.

**7. Neutral Authorship.** Each of the provisions of this Easement have been reviewed and negotiated, and represents the combined work product of both parties hereto. No presumption or other rules of construction which would interpret the provisions of this 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 Easement. The parties represent that they have had a full and fair opportunity to seek legal advice with respect to the terms of this Easement and have either done so, or have voluntarily decided not to do so. Skagit County does not represent Grantor. The parties represent and warrant that they have fully read this Easement, that they understand its meaning and effect, and that they enter into this Easement with full knowledge of its terms.

**8. Captions and Counterparts.** 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.

**9. Entire Agreement.** This Easement agreement contains the entire agreement between the parties hereto and incorporates and supersedes all prior negotiations or agreements. It 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 subsequent written agreement of the parties.

**10. Recording.** Upon execution, this Easement shall be recorded with the Skagit County Auditor, and shall become effective immediately upon recording.



201105120088  
Skagit County Auditor

GRANTOR:

DATED this 19<sup>th</sup> day of April, 2011.

**OLSON FAMILY FARMS LLC,**  
a Washington limited liability company

*easement*  
SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

MAY 12 2011

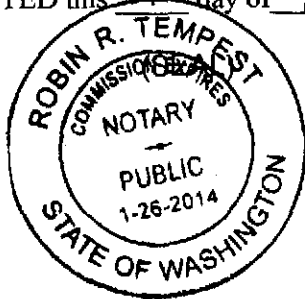
By: *Audrey L Olson*  
Print name: Audrey L Olson  
Its: owner / President

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

STATE OF WASHINGTON }  
                                          } ss.  
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that Audrey L. Olson as the owner of Olson Family Farms, LLC, a Washington limited liability company is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was duly authorized to execute this instrument and executed the forgoing instrument as his/her free and voluntary act for the uses and purposes herein mentioned.

DATED this 19<sup>th</sup> day of April, 2011.



*Robin R. Tempest*  
Notary Public  
Print name: Robin R. Tempest  
Residing at: Mount Vernon  
My appointment expires: 1-26-14



201105120088  
Skagit County Auditor

**GRANTEE:**

DATED this 9 day of May, 2011.

BOARD OF COUNTY COMMISSIONERS  
SKAGIT COUNTY, WASHINGTON

Ron Wesen

Ron Wesen, Chairman

Kenneth A. Dahlstedt

Kenneth A. Dahlstedt, Commissioner

Sharon D. Dillon

Sharon D. Dillon, Commissioner

**Recommended by:**

By: Henry Hash

Henry Hash  
Public Works Director

By: Billie Kadrmas

Billie Kadrmas  
Risk Manager

By: Trisha Logue

Trisha Logue, CPA  
Budget/Finance Director

**Approved as to Form:**

By: Stephen Fallquist

Stephen Fallquist, Deputy Prosecuting Attorney

**ATTEST:**

Linda Hammons

Linda Hammons, Clerk of the Board  
Skagit County Board of Commissioners



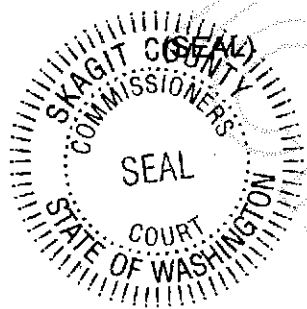
STATE OF WASHINGTON

COUNTY OF SKAGIT

} ss.

I certify that I know or have satisfactory evidence that Ron Wesen, Kenneth A. Dahlstedt and/or Sharon D. Dillon is/are the person(s) who appeared before me, and said person(s) acknowledged that she/he/they signed this instrument, on oath stated that she/he/they was/were authorized execute the instrument and acknowledged it as Commissioner(s) of Skagit County, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

DATED this 9 day of May, 2011.



Linda Hammens  
Notary Public  
Print name: Linda Hammens  
Residing at: Skagit County  
My appointment expires: 10-01-2011



**EXHIBIT "A"**  
**LEGAL DESCRIPTION FOR DRAINAGE EASEMENT**  
Assessor's Parcel Number P29224 & P29283

A strip of land lying in Section 30, Township 34 North, Range 4 East W.M., County of Skagit, State of Washington. Said strip being 15 feet on the West side, adjacent to and parallel with Top of West Bank on a slough known as Britt Slough. TOGETHER WITH; a strip of land lying in Section 30, Township 34 North, Range 4 East W.M., County of Skagit, State of Washington. Said strip from Top of East Bank, adjacent to and parallel with a slough known as Britt Slough, to continue easterly until reaching existing Right-of-Way for known road as Britt Road, over and across the following described tract:

That part of the SW  $\frac{1}{4}$ , of the SE  $\frac{1}{4}$  of said Section 30 lying West of Britt Slough; and the SW  $\frac{1}{4}$ , of the SE  $\frac{1}{4}$ , of said Section 30 lying East of Britt Slough.

TOGETHER WITH;

A strip of land lying in Section 30, Township 34 North, Range 4 East W.M., County of Skagit, State of Washington. Said strip being 15 feet on either side of existing culvert centerline, over and across the following described tract:

That part of the SW  $\frac{1}{4}$ , of the SE  $\frac{1}{4}$  of said Section 30 lying Southwest of Britt Slough; and the SW  $\frac{1}{4}$ , of the SE  $\frac{1}{4}$ , of said Section 30 lying Southeast of Britt Slough.

TOGETHER WITH;

A strip of land lying in Section 30, Township 34 North, Range 4 East W.M., County of Skagit, State of Washington. Said strip being 15 feet on the West side, adjacent to and parallel with Top of West Bank on a slough known as Britt Slough. TOGETHER WITH; a strip of land lying in Section 30, Township 34 North, Range 4 East W.M., County of Skagit, State of Washington. Said strip from Top of East Bank, adjacent to and parallel with a slough known as Britt Slough, to continue easterly until reaching existing Right-of-Way for known road as Britt Road, over and across the following described tract:

That part of the SW  $\frac{1}{4}$ , of the SE  $\frac{1}{4}$  of said Section 30 lying West of Britt Slough; and the SW  $\frac{1}{4}$ , of the SE  $\frac{1}{4}$ , of said Section 30 lying East of Britt Slough.

ALL FALLING WITHIN THE ABOVE DESCRIBED PARCEL.

AND;





**EXHIBIT "A"**  
**LEGAL DESCRIPTION FOR DRAINAGE EASEMENT**  
Assessor's Parcel Number **P29224 & P29283**

A strip of land lying in Section 31, Township 34 North, Range 4 East W.M., County of Skagit, State of Washington. Said strip being 15 feet on the West side, adjacent to and parallel with Top of West Bank on a slough known as Britt Slough. TOGETHER WITH; a strip of land lying in Section 30, Township 34 North, Range 4 East W.M., County of Skagit, State of Washington. Said strip from Top of East Bank, adjacent to and parallel with a slough known as Britt Slough, to continue easterly until reaching existing Right-of-Way for known road as Britt Road, over and across the following described tract:

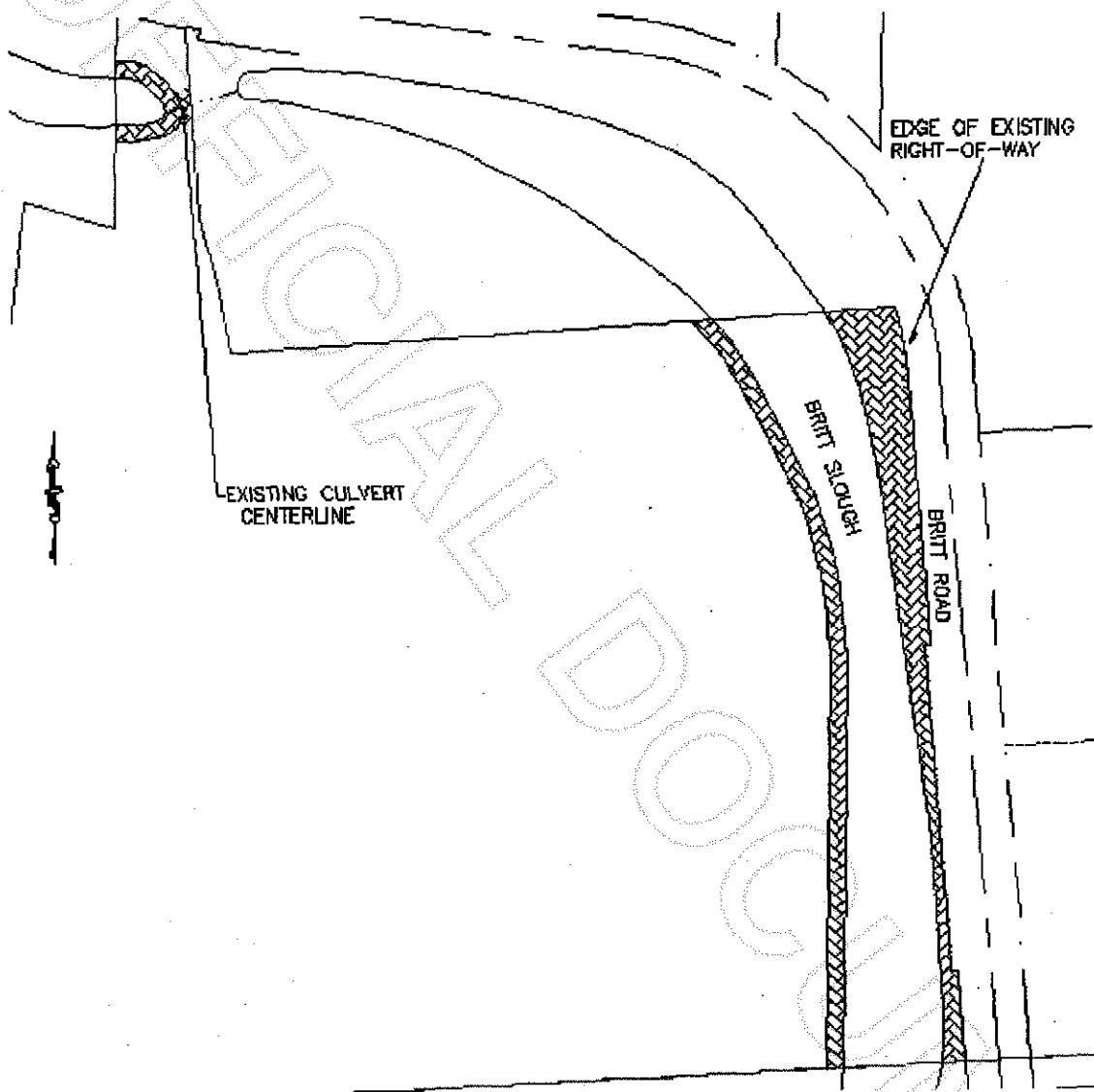
That part of the NW  $\frac{1}{4}$ , of the NE  $\frac{1}{4}$  of said Section 31 lying West of Britt Slough; and the NW  $\frac{1}{4}$ , of the NE  $\frac{1}{4}$ , of said Section 31 lying East of Britt Slough.

ALL FALLING WITHIN THE ABOVE DESCRIBED PARCEL.

**Situate in Skagit County, State of Washington**



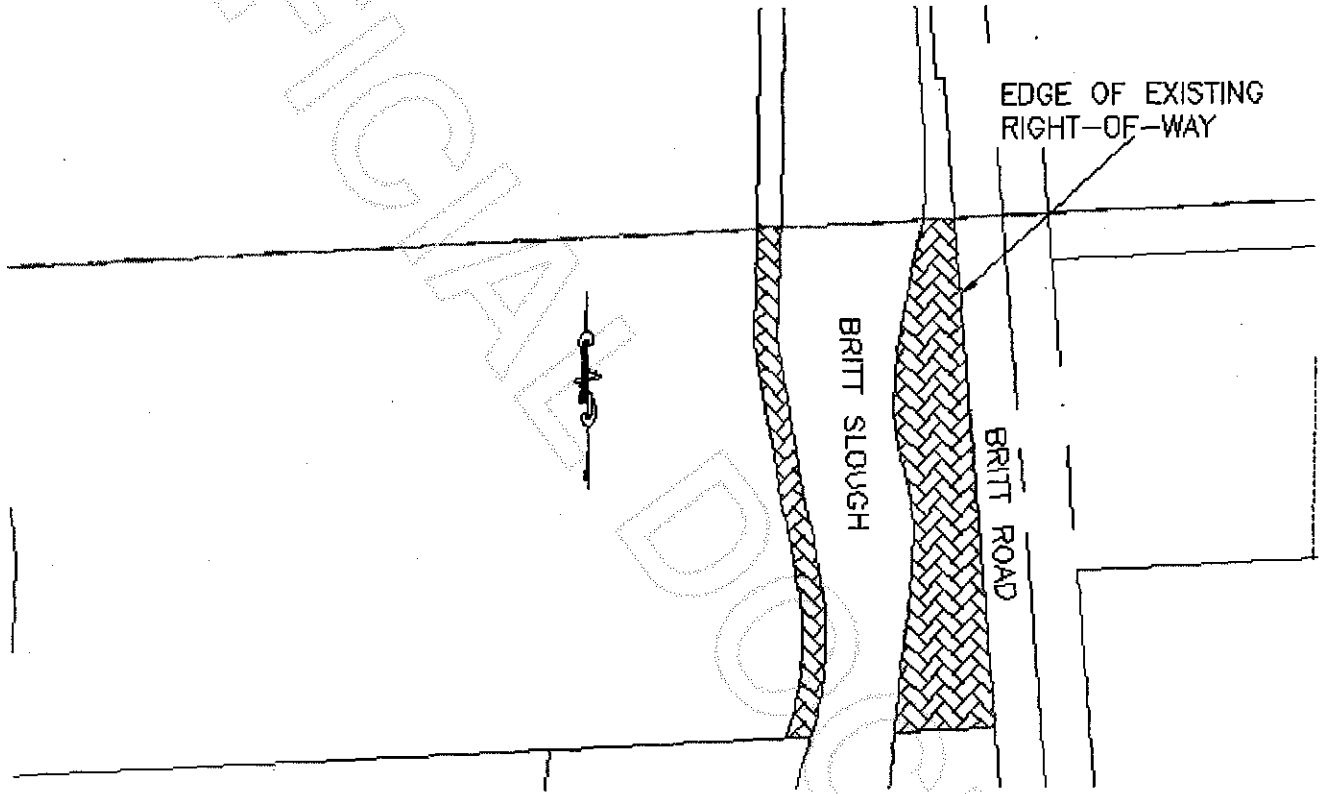
**EXHIBIT "B"**  
**DRAINAGE EASEMENT DEPICTION**  
Assessor's Parcel Number P29224 & P29283



EASEMENT BOUNDARY



**EXHIBIT "B"**  
**DRAINAGE EASEMENT DEPICTION**  
Assessor's Parcel Number P29224 & P29283



EASEMENT BOUNDARY



**EXHIBIT "C"**  
**LEGAL DESCRIPTION FOR GRANTOR'S PROPERTY**  
Assessor's Parcel Number P29283 & P29224

**PARCEL "A":**

Lot 2 of Skagit County Short Plat No. 58-81, approved December 31, 1981 and recorded December 31, 1981 under Auditor's File No. 8112310065, in Volume 5 of Short Plats, page 157, records of Skagit County, being a portion of the Southeast ¼ of the Southwest ¼ of Section 30, Township 34 North, Range 4 East, W.M.; EXCEPT ditch right-of-way AND EXCEPT right-of-way of Dike District No. 3 as delineated on the face of the Short Plat.

AND EXCEPT that portion of said Lot 2 described as follows:

Beginning at the Southeast corner of Lot 1 of said Skagit County Short Plat No. 58-81;  
thence S 0°06'26" E along the East line of said subdivision and of said Lot 2, a distance of 161.43 feet, more or less, to the Southwest corner of that tract of land conveyed to Stanton C.G. Olson, Grantee from Julie Marie Olson, Grantor by that instrument dated January 11, 2002 and recorded January 16, 2002 under Auditor's File No. 200201160011, records of Skagit County, Washington;  
thence continuing S 0°06'26" E along the East line of said subdivision, a distance of 3.54 feet;  
thence N 86°22'36" W, a distance of 301.99 feet;  
thence N 3°49'27" E, a distance of 161.68 feet, more or less, to a point at the Westerly projection of the South line of said Lot 1;  
thence S 86°57'17" E, along the South line of said Lot 1 and the Westerly projection thereof, a distance of 290.70 feet, more or less, to the Point of Beginning, and containing 1.11 acres, more or less.

**PARCEL "B":**

That portion of the Southwest ¼ of the Southeast ¼ of Section 30, Township 34 North, Range 4 East, W.M., lying South and West of the county road running along the East side of Britts Slough and being a portion of Skagit County Short Plat No. 58-81 Revised as recorded in Volume 5 of Short Plats at Page 157 as Auditor's File No. 8112310065, records of Skagit County, Washington;

EXCEPT road;

AND EXCEPT that portion conveyed to Skagit County for road purposes by deed dated June 30, 1959, and recorded July 17, 1959, as Auditor's File No. 583297;

ALSO EXCEPT drainage District No. 23 Rights-of-Way;

ALSO EXCEPT that portion thereof, if any, lying within the Right-of-way of Dike District No. 3;  
ALSO EXCEPT that portion of the Southwest ¼ of the Southeast ¼ of Section 30, Township 34 North, Range 4 East, W.M., lying South and West of the county road running along the East side of Britts Slough; described as follows:



**EXHIBIT "C"**

**Continued**

**LEGAL DESCRIPTION FOR GRANTOR'S PROPERTY**

**Assessor's Parcel Number P29283 & P29224**

**Beginning at the intersection of the West line of said subdivision with the South line of the Britt Slough Road;**  
thence S 0°06'26" E along said West line a distance of 510 feet to the Southwest corner of that tract of land conveyed to Stanton C.G. Olson, Grantee from Julie Marie Olson, Grantor by that instrument dated January 11, 2002 and recorded January 16, 2002 under Auditor's File No. 200201160011, records of Skagit County, Washington;  
thence continuing S 0°06'26" E along said West line a distance of 3.54 feet;  
thence S 86°22'36" E, a distance of 190.40 feet, to a point which bears S 0°06'26" E, a distance of 15.93 feet from the Southeast corner of said Stanton Olson tract;  
thence N 5°15'20" E, a distance of 224.86 feet;  
thence S 75°19'21" E, a distance of 85.21 feet;  
thence N 0°06'26" W, parallel with the West line of said subdivision, a distance of 183.61 feet, to a point on a curve along the South line of the Britt Slough Road, at which point the tangent to said curve bears N 73°41'15" W;  
thence along the South line of the Britt Slough Road on a curve to the right in a Northwesterly direction having a central angle of 14°04'42", an arc distance of 148.16 feet to the PT of said curve;  
thence continuing along the Southerly line of said road along the following courses and distances:  
N 59°36'33" W, 70.00 feet; S 30°23'27" W, 10.00 feet; N 59°36'33" W, 107.28 feet, more or less, to the True Point of Beginning,

**AND ALSO EXCEPT that portion of the Southwest ¼ of the Southeast ¼ of Section 30, Township 34 North, Range 4 East, W.M., lying South and West of the county road running along the East side of Britts Slough; described as follows:**

**Commencing at the intersection of the West line of said subdivision with the South line of the Britt Slough Road;**  
thence S 0°06'26" E along said West line a distance of 510 feet to the Southwest corner of that tract of land conveyed to Stanton C.G. Olson, Grantee from Julie Marie Olson, Grantor by that instrument dated January 11, 2002 and recorded January 16, 2002 under Auditor's File No. 200201160011, records of Skagit County, Washington;  
thence N 89°53'34" E, along the South line of said Stanton Olson tract to the Southeast corner thereof, at right angles to said West line a distance of 190 feet;  
thence N 0°06'26" W, parallel with the West line of said subdivision along the East line of said Stanton Olson tract, a distance of 410.99 feet, more or less, to the Northeast corner of said Stanton Olson tract at a point on a curve along the South line of the Britt Slough Road, at which point the tangent to said curve bears S 63°05'47" E;  
thence in a Southeasterly direction along the South line of the Britt Slough Road on a curve to the left having a radius of 603.00 feet and a central angle of 18°28'57", an arc distance of 194.51 feet to the TRUE POINT OF BEGINNING of this property description;  
thence S 3°46'40" E, a distance of 173.76 feet;  
thence S 14°35'36" E, a distance of 61.38 feet;  
thence S 9°19'37" E, a distance of 65.68 feet;  
thence N 86°34'49" E, a distance of 621.95 feet, more or less, to a point on a curve along the Westerly line of the Britt Slough Road having a radius of 288.31 feet, at which point the tangent to said curve bears S 15°41'27" E;  
thence northerly and westerly along the westerly and southerly line of said road to the True Point of Beginning.



**EXHIBIT "C"**  
**Continued**  
**LEGAL DESCRIPTION FOR GRANTOR'S PROPERTY**  
**Assessor's Parcel Number P29283 & P29224**

**PARCEL "C":**

The East 281.03 feet of the North 310 feet of the East ½ of the Northeast ¼ of the Northwest ¼ in Section 31, Township 34 North, Range 4 East, W.M.

**PARCEL "D":**

The North 310 feet of that portion of Northwest ¼ of the Northeast ¼ of Section 31, Township 34 North, Range 4 East, W.M., lying West of Britt Road.

**PARCEL "E":**

The North 310 feet of the East ½ of the Northeast ¼ of the Northwest ¼ of Section 31, Township 34 North, Range 4 East, W.M. EXCEPT the East 281.03 feet thereof.

The above combined lot is TOGETHER WITH Easement No. 2 as established of record on or about the recording date hereof. The above combined lots is also SUBJECT TO Easement Nos. 1 and 3 as established of record on or about the date hereof.

