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Skagit County Auditor

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When Recorded Mail To:

Skagit County
Public Works Department
Attn: Emily Derenne
1800 Continental Place
Mount Vernon, Washington 98273

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

JUL 08 2019

Amount Paid \$
Skagit Co. Treasurer
By *[Signature]* Deputy

DOCUMENT TITLE: TEMPORARY CONSTRUCTION EASEMENT

REFERENCE NUMBER OF RELATED DOCUMENT: Not Applicable

GRANTOR(S): Skagit Land Trust, a Washington nonprofit corporation.

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

ASSESSOR'S TAX / PARCEL NUMBER(S): P24804 and P24892, (XrefID: 340415-1-004-0003 and 340415-4-003-0008)

ABBREVIATED LEGAL DESCRIPTION: CU F&A #39 AF#800384 1975: PARCEL 5 SURVEY AF#200706190095 DESCRIBED AS FOLLOWS: THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., TOGETHER WITH THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 15 DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 10; THENCE SOUTH 0 DEGREES 12'29' WEST, ALONG THE WEST LINE THEREOF, A DISTANCE OF 660.87 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF THAT CERTAIN PARCEL AS CONVEYED BY DEED RECORDED APRIL 10, 2006, UNDER AUDITORS FILE NO. 200604100126; THENCE SOUTH 89 DEGREES 11'11' EAST, ALONG THE NORTH LINE THEREOF, 363.49 FEET TO THE NORTHEAST CORNER THEREOF; THENCE NORTH 62 DEGREES 42'54' EAST 117.72 FEET; THENCE SOUTH 63 DEGREES 15'58' EAST 111.40 FEET; THENCE SOUTH 15 DEGREES 42'36' EAST 159.39 FEET; THENCE SOUTH 32 DEGREES 41'51' EAST 129.01 FEET; THENCE SOUTH 52 DEGREES 05'24' EAST 149.71 FEET; THENCE SOUTH 88 DEGREES 04'38' EAST 128.61 FEET; THENCE NORTH 79 DEGREES 36'46' EAST 295.79 FEET; THENCE SOUTH 66 DEGREES 03'52' EAST 138.90 FEET; THENCE SOUTH 66 DEGREES 03'52' EAST 103.00 FEET; THENCE SOUTH 78 DEGREES 26'16' EAST 220.72 FEET; THENCE SOUTH 57 DEGREES 43'31' EAST 112.69 FEET; THENCE SOUTH 76 DEGREES 50'23' EAST 54.54 FEET; THENCE SOUTH 76 DEGREES 59'11' EAST 180.46 FEET; THENCE SOUTH 54 DEGREES 48'59' EAST 93.58 FEET; THENCE SOUTH 25 DEGREES 47'39' EAST 91.15 FEET TO THE NORTH LINE OF SAID SECTION 15 AND THE TRUE POINT OF BEGINNING; THENCE SOUTH 25 DEGREES 47'39' EAST 87.34 FEET; THENCE SOUTH 30 DEGREES 23'11' EAST 111.90 FEET; THENCE SOUTH 8 DEGREES 07'49' EAST 157.41 FEET; THENCE SOUTH 18 DEGREES 17'32' EAST 348.90 FEET; THENCE SOUTH 25 DEGREES 34'21' EAST 205.38 FEET; THENCE SOUTH 12 DEGREES 48'25' EAST 218.85 FEET; THENCE SOUTH 5 DEGREES 34'33' WEST 162.09 FEET; THENCE SOUTH 29 DEGREES 59'41' WEST 117.22 FEET TO THE NORTH MARGIN OF MCLAUGHLIN ROAD; THENCE SOUTH 88 DEGREES 19'54' EAST, ALONG SAID MARGIN, 237.30 FEET TO THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 15; THENCE NORTH 1 DEGREES 12'39' EAST, ALONG SAID EAST LINE, 1311.02 FEET TO THE NORTH LINE OF SAID SECTION 15; THENCE NORTH 87 DEGREES 55'43' WEST, ALONG SAID NORTH LINE, 543.52 FEET TO THE TRUE POINT OF BEGINNING. EXCEPT THE FOLLOWING DESCRIBED PORTIONS THEREOF; EXCEPTION 1; ANY PORTION LYING WITHIN THE RIGHT OF WAY OF MCLAUGHLIN ROAD. EXCEPTION 2; ANY PORTION LYING WITHIN THE RIGHT OF WAY OF STATE ROAD NO. 538. ALSO KNOWN AS COLLEGE WAY. EXCEPTION 3; THE WEST 208.7 FEET OF THE SOUTH 626.1 FEET OF THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 15, LYING NORTH OF STATE ROAD NO. 1-G (SR 538). EXCEPTION 4; BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 15; THENCE SOUTH ALONG THE WEST LINE THEREOF 20 FEET TO THE SOUTHERLY LINE OF MCLAUGHLIN

ROAD AND THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH ALONG SAID WEST LINE 866.63 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF THAT CERTAIN PARCEL DESCRIBED IN REAL ESTATE CONTRACT IN FAVOR OF KENNETH MOORE AND PHYLLIS MARIE MOORE AND RECORDED UNDER AUDITORS FILE NO. 8305270054; THENCE EAST ALONG THE NORTH LINE OF SAID MOORE PARCEL AND SAID LINE EXTENDED 980.15 FEET; THENCE NORTH, PARALLEL TO THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER 566.63 FEET, MORE OR LESS, TO THE SOUTH LINE OF MCLAUGHLIN ROAD; THENCE WEST ALONG THE SOUTH LINE TO THE TRUE POINT OF BEGINNING. EXCEPTION 5; COMMENCING THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 34 NORTH, RANGE 4 EAST W.M.; THENCE SOUTH 0 DEGREES 12'29' WEST, ALONG THE WEST LINE THEREOF, A DISTANCE OF 660.87 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF THAT CERTAIN PARCEL AS CONVEYED BY DEED RECORDED APRIL 10, 2006, UNDER AUDITORS FILE NO. 200604100128; THENCE SOUTH 89 DEGREES 11'17' EAST, ALONG THE NORTH LINE THEREOF, 363.49 FEET TO THE NORTHEAST CORNER THEREOF; THENCE NORTH 62 DEGREES 42'54' EAST 117.72 FEET; THENCE SOUTH 63 DEGREES 15'58' EAST 111.40 FEET; THENCE SOUTH 15 DEGREES 42'36' EAST 159.39 FEET; THENCE 32 DEGREES 41'51' EAST 129.01 FEET; THENCE SOUTH 52 DEGREES 05'24' EAST 149.71 FEET; THENCE SOUTH 88 DEGREES 04'38' EAST 128.61 FEET; THENCE NORTH 79 DEGREES 36'46' EAST 295.79 FEET; THENCE SOUTH 66 DEGREES 03'52' EAST 138.90 FEET, MORE OR LESS, TO THE WEST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 10; THENCE SOUTH 66 DEGREES 03'52' EAST 103.00 FEET; THENCE SOUTH 78 DEGREES 26'16' EAST 220.12 FEET; THENCE SOUTH 57 DEGREES 43'31' EAST 112.69 FEET; THENCE SOUTH 76 DEGREES 60'23' EAST 84.64 FEET; THENCE SOUTH 76 DEGREES 59'11' EAST 180.46 FEET; THENCE SOUTH 54 DEGREES 48'59' EAST 93.53 FEET; THENCE SOUTH 25 DEGREES 47'39' EAST 91.15 FEET TO THE SOUTH LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF S PORTION OF AF#201206280062 PORTION OF AF#201211130142; and CU F&A #8 AF#829592 1977: PTN NE1/4 SW1/4 & PTN NW1/4 SE1/4, SECTION 15, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., LY N & E OF HWY EXC PTN TO ST HWY AF#878212. SURVEY AF#201206280062 PORTION OF AF#201206280062 (Complete LEGAL DESCRIPTION provided at Exhibit "D").

TEMPORARY CONSTRUCTION EASEMENT

The undersigned, **Skagit Land Trust**, a Washington nonprofit corporation, ("Grantor") and **Skagit County**, a political subdivision of the State of Washington ("Grantee"); for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, hereby grants a temporary, non-exclusive construction easement and appurtenances thereto ("Temporary Easement"), 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 Temporary Easement are further provided as follows:

1. Nature and Location of Easement. The Temporary Easement hereby granted by Grantor herein shall be a temporary construction 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 area 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 construction easement (and any related appurtenances thereto), including the right of ingress and egress with all necessary equipment for installation of a Project, including but not necessarily limited to, the removal and replacement of a fish passage culvert on Cygnet Creek, a tributary to Trumpeter Creek (as further described in *Exhibit "C"*) within said Temporary Easement, and for any and all other purposes reasonably related thereto. A legal description for the Grantor's Property is attached hereto as *Exhibit "D"*, and is hereby incorporated by reference. The Temporary Easement shall be for the purpose of a Project (described in *Exhibit "C"*).

2. Use of Easement. Except as provided herein to the contrary, the Grantee, Grantee's employees, agents, and contractors, shall have the sole right, without notice, and at all times, to enter upon the Grantor's Property within the Temporary Easement area (as described and depicted in *Exhibit "A"* and *"B"*) for purposes of using the Temporary Easement for the Project (as described in *Exhibit "C"* attached hereto and incorporated by reference). This includes the area needed for staging (stockpile of materials to be used in Project). Grantor shall not have the right to exclude Grantee, Grantee's employees, agents, contractors, or other third parties from the Temporary

Easement so long as Grantee is acting within the purposes and scope of the terms of the Temporary Easement. Grantor 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 (or otherwise alter, interfere with, or disturb the Project) while the Temporary Easement is in effect, without approval of the Grantee.

2.1 Grantor recognizes and agrees that the Project may result in drainage impacts to Grantor's Property (including, but not necessarily limited to, changes in the flow of water at Grantor's Property). Grantor specifically recognizes and agrees that the Grantee is not responsible or liable for any drainage impacts or damage to Grantor's Property resulting from the Project and/or this Temporary Easement. Grantor releases and holds harmless Grantee from any drainage impacts or damage to Grantor's Property resulting from and/or related to the Project or this Temporary Easement. The Grantor specifically recognizes and agrees that Grantee is in no way obligated in the future to make, construct, operate, maintain, or repair the Project or any specific drainage facilities at (or within the vicinity of) Grantor's Property pursuant to the terms of this Temporary Easement. The terms of this Section 2.1 shall survive the termination or expiration of this Temporary Easement (and shall be perpetual in nature).

2.2 Grantee otherwise agrees to be responsible for all damage arising from negligent acts of its employees, agents, or representatives on Grantor's Property in exercise of Grantee's rights herein granted by this Temporary Easement. Grantor shall not be responsible or liable for the activities of Grantee (and/or Grantee's employees, agents and representatives) within the area of the 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.

2.3 Grantor shall not be liable for any damages to, or claims made by third persons or entities for personal injury or property damage ("Claims") except as caused by Grantor's negligence and/or Grantor's intentional act(s) or omission(s). Grantee shall indemnify and hold harmless Grantor and Grantor's officials, officers, employees, and agents for damages incurred by Grantor caused by the negligent or intentional acts or omissions of Grantee or Grantee's employees, agents, and contractors as related to the Grantee's use of this Temporary Easement. The parties specifically and expressly intend this indemnity to constitute a waiver of each party's immunity under Washington's Industrial Insurance Act, RCW Title 51 to the extent necessary to provide the other party with a full and complete indemnity.

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 on December 31, 2020, 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. Entire Agreement. This Temporary Easement 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. Waiver or breach of any term or condition of this Temporary Easement shall not be considered a waiver of any prior or subsequent breach.

DATED this 19th day of June, 2019.

GRANTOR:

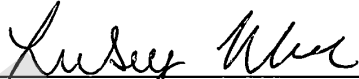
Skagit Land Trust, a Washington nonprofit corporation.

BY: 
Title: Jim Glackin
President, Skagit Land Trust

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

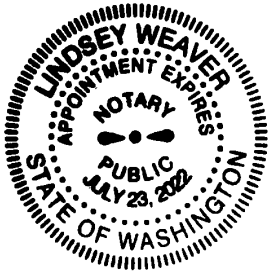
I certify that I know or have satisfactory evidence that **Jim Glackin**, as the President of the **Skagit Land Trust**, a Washington nonprofit corporation is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she executed the forgoing instrument as her duly authorized free and voluntary act for the uses and purposes herein mentioned.

DATED this 19th day of June, 2019.
(SEAL)



Notary Public
Print name: Lindsey Weaver
Residing at: Seas-Woolley

My commission expires: 07-23-2022



GRANTEE:
DATED this 2nd day of July, 2019.

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

~~_____~~
Lisa Janicki, Chair

~~_____~~
Ron Wesen, Commissioner

~~_____~~
Kenneth A. Dahlstedt, Commissioner

Attest:
~~_____~~
Clerk of the Board

Authorization per Resolution R20050224:
Luisa Logno
County Administrator

Recommended:
~~_____~~
Department Head

Approved as to form:
~~_____~~ 6/26/19
Civil Deputy Prosecuting Attorney

Approved as to indemnification:
Sharon O. Bis (7-2-19)
Risk Manager

Approved as to budget:
Luisa Logno
Budget & Finance Director

EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT AREA DESCRIPTION

A TEMPORARY EASEMENT FOR THE PURPOSE OF RESTORATION AND MAINTENANCE WITHIN PARCEL NUMBERS P24892 AND P24804 MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING ON THE NORTHWESTERN PROPERTY CORNER OF SKAGIT COUNTY TAX PARCEL P24892;

THENCE SOUTHEASTERLY ALONG THE SOUTHERN PROPERTY LINE ± 568 FEET;

THENCE NORTHEASTERLY ± 126 FEET TO THE SOUTHWESTERN CORNER OF SKAGIT COUNTY UNOPENED RIGHT OF WAY;

THENCE NORTHERLY ± 71 FEET TO A POINT 44 FEET NORTH OF THE EXTENDED WEST LINE OF THE SKAGIT COUNTY UNOPENED RIGHT-OF-WAY;

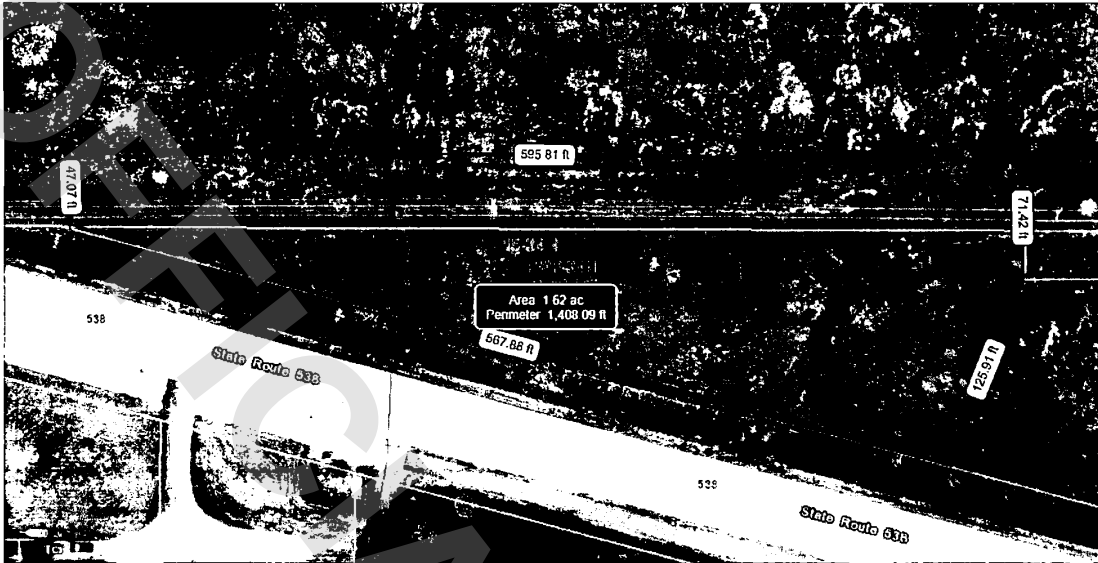
THENCE WESTERLY ± 596 FEET TO A POINT NORTH OF THE EXTENDED WESTERN PROPERTY CORNER OF SKAGIT COUNTY TAX PARCEL P24892;

THENCE SOUTHERLY ± 47 FEET, RETURNING TO THE TRUE POINT OF BEGINNING.

BEING AN AREA OF ± 1.62 ACRES

SITUATE IN SKAGIT COUNTY, STATE OF WASHINGTON.

EXHIBIT "B"
P24804 and P24892
GRAPHIC DEPICTION OF TEMPORARY CONSTRUCTION EASEMENT AREA



This temporary easement includes the above-depicted shaded area required for the Project, which will include the removal and replacement of a culvert, and potentially may also include related stream restoration work as well.

Exhibit "C"
PROJECT DESCRIPTION

The purpose of the Project is to upsize an existing failing and undersized culvert in Cygnet Creek, a tributary to Trumpeter Creek and Nookachamps Creek, in an effort to improve fish passage and water quality(Figure 1).

The Project will include the removal of an existing 2' culvert that is undersized, increasing erosion and preventing natural flow of water, with a 7' culvert (Figure 2). The culvert will allow for continued use by farm and other agricultural vehicles.

The Project may include stream restoration techniques such as the installation of beaver analog devices (BDAs) downstream of the culvert crossing.



Figure 1. Project location (shown in red circle).



Figure 2. Access location to project site.

EXHIBIT "D"
GRANTOR'S PROPERTY LEGAL DESCRIPTION

A TEMPORARY CONSTRUCTION EASEMENT BEING AN AREA OF ±1.62 ACRES, FOR THE PURPOSE OF RE-ROUTING TRUMPETER CREEK WITHIN PARCEL NUMBERS P24804 and P24892 MORE PARTICULARLY DESCRIBED AS FOLLOWS:

That portion of Sections 10, 14 and 15 Township 34 North, Range 4 East, WM, described as follows: Commencing at the Southwest corner of Section 11, Township 34 North, Range 4 East, WM, Thence South 88° 32' 07" East, along the South line of said Section 11 a distance of 1168.41 feet; Thence North 1° 06' 44" East 1024.71 feet, said point is the true point of beginning as described in that certain document recorded under Auditors File No. 200710110106, records of Skagit County Washington titled parcel "B" after adjustment; Thence the following courses along said Parcel "B" boundary, North 65° 38' 15" West 89.27 feet; Thence North 60° 12' 24" West 578.82 feet; Thence North 58° 52' 21" West 337.35 feet; Thence North 43° 09' 09" West 68.08 feet; Thence North 0° 43' 05" West 371.65 feet; Thence North 3° 01' 13" East 349.79 feet; Thence North 28° 03' 28" East 282.53 feet; Thence North 39° 46' 02" East 128.04 feet; Thence North 73° 15' 44" East 458.76 feet; Thence North 49° 28' 04" East 210.47 feet; Thence along a curve to the left having a radius of 148.75 feet through a central angle of 87° 56' 43" an arc distance of 228.33 feet; Thence North 38° 28' 39" West 106.10 feet; Thence North 29° 08' 06" West 48.98 feet; Thence North 5° 45' 31" West 28.47 feet; Thence North 27° 57' 37" East 255.36 feet; Thence North 38° 57' 10" East 102.81 feet; Thence North 76° 29' 57" East 62.91 feet; Thence North 60° 00' 00" East 58.53 feet; Thence South 44° 26' 23" East 49.42 feet, more or less to the Westerly margin of Babcock Road; Thence leaving said boundary of Parcel "B" Northerly along the West margin of Babcock Road, North 3° 26' 55" East 41.07 feet; Thence continuing along said West margin the following courses, North 11° 45' 40" East 40.64 feet; Thence North 27° 27' 02" East 32.32 feet; Thence North 32° 48' 39" East 35.96 feet, more or less to the East line of the Southwest Quarter of the Northwest Quarter of said Section 11; Thence North 1° 36' 43" East, along said East line, 139.16 feet to the Southerly margin of Swan Road; Thence the following courses along said Southerly margin, Northwesterly along a non-tangent curve concave to the Southwest whose radius point bears South 10° 04' 23" West a distance of 2834.79 feet through a central angle of 6° 32' 59" an arc distance of 324.06 feet; Thence North 86° 28' 36" West 1027.43 feet, more or less to the West line of said Section 11; Thence North 1° 29' 48" East, along said West line, 15.22 feet; Thence continuing along said right of way North 86° 40' 21" West 59.18 feet; Thence North 86° 44' 13" West 105.52 feet; Thence North 85° 17' 44" West 96.36 feet; Thence North 82° 50' 22" West 76.89 feet; Thence North 81° 18' 27" West 146.29 feet to the centerline of Nookachamps creek; Thence the following meandered courses along the centerline of said Nookachamps creek, South 14° 59' 44" West 44.48 feet; Thence South 1° 39' 17" East 70.61 feet; Thence South 28° 20' 12" East 86.67 feet; Thence South 63° 39' 24" East 100.51 feet; Thence South 75° 45' 56" East 110.95 feet; Thence South 66° 37' 29" East 133.10 feet; Thence South 50° 39' 38" East 53.86 feet; Thence South 36° 57' 59" East 46.09 feet; Thence South 31° 38' 29" East 105.02 feet; Thence South 19° 37' 45" East 78.67 feet; Thence South 6° 28' 20" East 36.00 feet; Thence South 1° 15' 55" East 48.25 feet; Thence South 21° 57' 10" West 65.40 feet; Thence South 52° 42' 41" West 71.75 feet; Thence South 87° 55' 04" West 50.91 feet; Thence South 70° 43' 30" West 73.77 feet; Thence North 83° 33' 13" West 37.27 feet; Thence North 67° 12' 20" West 51.36 feet; Thence North 45° 14' 06" West 152.66 feet; Thence North 55° 38' 38" West 50.63 feet; Thence North 41° 51' 17" West 255.39 feet; Thence North 62° 11' 43" West 53.08 feet; Thence North 79° 35' 00" West 58.48 feet; Thence South 82° 24' 56" West 86.84 feet; Thence South 54° 57' 47" West 88.04 feet; Thence South 36° 22' 07" West 58.88 feet; Thence South 33° 34' 34" West 198.18 feet; Thence South 55° 01' 33" West 58.93 feet; Thence North 89° 28' 26" West 79.74 feet; Thence North 80° 41' 38" West 63.98 feet; Thence North 65° 20' 23" West 91.10 feet; Thence North 56° 36' 34" West 115.20 feet; Thence North 70° 29' 45" West 114.29 feet; Thence South 89° 35' 10" West 129.32 feet; Thence South 64° 49' 30" West 116.57 feet; Thence South 42° 00' 02" West 51.82 feet; Thence South 31° 47' 58" West 50.90 feet; Thence South 36° 03' 58" West 97.32 feet; Thence South 40° 28' 29" West 111.76 feet; Thence South 27° 08' 00" West 48.46 feet; Thence South 13° 48' 27" West 146.66 feet; Thence South 20° 24' 58" West 163.42 feet; Thence South 50° 47' 36" West 107.26 feet; Thence South 57° 39' 24" West 85.65 feet, more or less to the North line of the Northwest Quarter of the Southeast Quarter of said Section 10; Thence leaving said creek centerline North 88° 44' 43" West, along said North line, 196.82 feet; Thence leaving said North line South 31° 56' 05" West 31.48 feet; Thence South 22° 29' 52" West 15.99 feet; Thence South 34° 40' 55" West 51.25 feet; Thence South 5° 54' 54" East 100.00 feet; Thence South 7° 21' 13" West 80.73 feet; Thence South 49° 27' 34" East 158.12 feet; Thence South 33° 46' 25" East 6.19 feet; Thence South 23° 32' 55" East 28.75 feet; Thence South 14° 56' 18" East 62.19 feet; Thence South 31° 17' 40" East 62.18 feet; Thence South 21°

43° 52' East 44.19 feet; Thence South 26° 20' 27" East 50.67 feet; Thence South 21° 18' 30" East 50.11 feet; Thence South 26° 08' 06" East 87.41 feet; Thence South 49° 19' 42" East 101.36 feet; Thence South 74° 28' 53" East 68.57 feet; Thence South 61° 47' 09" East 24.61 feet; Thence South 60° 00' 49" East 21.17 feet; Thence South 35° 59' 34" West 60.63 feet; Thence South 16° 40' 14" West 121.02 feet; Thence South 19° 08' 12" East 132.43 feet; Thence South 12° 29' 58" East 52.68 feet; Thence South 46° 52' 30" East 48.87 feet; Thence South 60° 03' 05" East 103.02 feet; Thence South 69° 30' 09" East 48.21 feet; Thence South 85° 54' 15" East 100.84 feet; Thence South 13° 32' 45" West 57.27 feet; Thence South 2° 03' 06" East 172.92 feet; Thence South 2° 06' 02" West 912.30 feet; Thence South 27° 26' 09" West 80.39 feet; Thence South 25° 10' 53" East 33.79 feet; Thence South 22° 11' 09" East: 18.42 feet; Thence South 22° 11' 09" East 60.07 feet to the TRUE POINT OF BEGINNING;

Thence South 22° 11' 09" East 56.44 feet; Thence South 22° 14' 46" East 135.27 feet; Thence South 19° 27' 00" East 152.21 feet; Thence South 19° 27' 02" East 154.76 feet; Thence South 30° 22' 07" East 160.09 feet; Thence South 31° 44' 17" East: 165.70 feet; Thence South 8° 25' 19" East 88.89 feet; Thence South 9° 23' 50" East 153.52 feet; Thence South 13° 53' 40" East 127.17 feet; Thence South 5° 13' 09" West 703.31 feet; Thence South 16° 31' 19" West 90.60 feet; Thence South 13° 16' 59" East 93.08 feet; Thence South 15° 26' 09" East 27.73 feet; Thence South 26° 42' 33" East 216.31 feet; Thence South 53° 03' 24" East 45.81 feet; Thence South 21° 00' 54" West 115.42 feet; Thence South 7° 01' 24" West 143.10 feet; Thence South 29° 48' 00" East 59.82 feet; Thence South 1° 34' 02" East: 49.36 feet; Thence South 13° 38' 32" East 64.62 feet; Thence South 23° 58' 35" East 65.67 feet; Thence South 40° 38' 15" East 90.57 feet; Thence South 50° 23' 19" East 102.63 feet; Thence South 79° 51' 55" East 166.09 feet; Thence North 70° 45' 13" East 43.22 feet; Thence South 79° 25' 18" East 20.49 feet; Thence South 81° 40' 02" East 29.44 feet; Thence South 11° 49' 18" West 92.65 feet; Thence South 12° 29' 54" East 123.98 feet; Thence South 28° 39' 56" West 29.14 feet; Thence South 14° 37' 34" West 75.63 feet; Thence South 0° 20' 45" East 111.73 feet; Thence South 48° 25' 28" East 11.36 feet; Thence South 5° 04' 40" East: 65.41 feet; Thence South 19° 53' 20" East 63.44 feet; Thence South 28° 19' 19" East 94.72 feet; Thence South 70° 31' 51" East 89.84 feet; Thence South 43° 33' 29" East 155.07 feet; Thence North 70° 24' 51" East 83.00 feet; Thence South 54° 50' 52" East 21.37 feet; Thence North 79° 28' 23" East 71.92 feet; Thence South 62° 24' 17" East 18.77 feet; Thence South 72° 29' 08" East 30.68 feet; Thence North 78° 29' 56" East 189.47 feet; Thence North 76° 52' 30" East 48.87 feet; Thence North 60° 00' 00" East 39.16 feet; Thence North 45° 00' 00" East 39.16 feet; Thence North 30° 00' 00" East: 39.16 feet; Thence North 15° 00' 00" East 39.16 feet; Thence North 2° 40' 41" East 22.23 feet, more or less to the North line of the South Half of the Northwest Quarter of the Southwest Quarter of Section 14; Thence continue North 2° 40' 41" East 2.59 feet; Thence North 2° 26' 49" West 123.92 feet; Thence North 11° 11' 06" West 151.99 feet; Thence North 4° 52' 22" East 217.56 feet; Thence North 3° 26' 51" East 166.51 feet; Thence North 3° 54' 05" West 38.37 feet; Thence North 16° 28' 47" West 55.73 feet; Thence North 2° 38' 24" East 488.36 feet; Thence North 33° 46' 25" East 91.41 feet; Thence North 15° 15' 23" East 159.46 feet; Thence North 23° 57' 12" East 230.05 feet; Thence North 42° 19' 28" East 83.47 feet; Thence North 76° 34' 08" East 85.59 feet; Thence North 81° 15' 14" East 140.92 feet; Thence North 89° 24' 51" East 314.01 feet; Thence North 79° 23' 17" East 227.38 feet; Thence North 70° 05' 05" East 99.42 feet; Thence North 79° 18' 54" East 95.41 feet; Thence North 73° 24' 27" East 30.88 feet; Thence North 62° 30' 16" East 39.83 feet; Thence North 39° 52' 39" East 258.14 feet more or less to the Southwesterly line of that certain parcel described as Parcel "A" after BLA, recorded under Auditors File No. 200708090007, records of Skagit County Washington; Thence South 60° 07' 16" East along said Southwesterly line of said Parcel "A" a distance of 142.62 feet to the Southeasterly line of the 100 foot right of way conveyed to Seattle Lake Shore and Eastern Railway Company right of way as conveyed by Deed dated April 4, 1890 and recorded July 13, 1890 in Volume 10 of Deeds, page 651, records of Skagit County Washington; Thence South 36° 24' 09" West, along said right of way, a distance of 228.81 feet to the Northerly line of that certain 50 foot by 1500 foot strip conveyed to Seattle Lake shore and Eastern Railway company by deed dated April 4, 1890 and recorded July 13, 1890 in Volume 10 of Deeds, pages 653 and 759; Thence South 53° 35' 51" East 50.00 feet to the Northeast corner of said 50 foot by 1500 foot strip; Thence South 36° 24' 09" West along said line, 1258.57 feet; Thence along a curve to the left having a radius of 900.00 feet through a central angle of 11° 27' 54" an arc distance of 180.09 feet to a point on the South line of the Northwest Quarter of Section 14; Thence North 87° 41' 06" West, along said South line, 107.41 feet to the centerline of said 100 foot conveyed to Seattle Lake Shore and Eastern Railway Company right of way as conveyed by Deed dated April 4, 1890 and recorded July 13, 1890 in Volume 10 of Deeds, page 651, records of Skagit County Washington; Thence Southerly along said

centerline the following courses, Southwesterly along a non-tangent curve concave to the Southeast whose radius point bears South 67° 25' 49" East a distance of 1600.00 feet through a central angle of 2° 25' 52" an arc distance of 42.43 feet; Thence South 20° 08' 18" West 188.43 feet; Thence along a curve to the left having a radius of 1125.00 feet through a central angle of 34° 07' 55" an arc distance of 670.18 feet; Thence South 13° 59' 37" East 3.63 feet; Thence along a curve to the left having a radius of 939.72 feet through a central angle of 33° 43' 47" an arc distance of 553.21 feet to the South line of the Northwest Quarter of the Southwest Quarter of said Section 14; Thence North 88° 33' 36" West, along said South line, 743.91 feet to the Southwest corner of said Northwest Quarter of the Southwest Quarter of said Section 14; Thence North 88° 36' 40" West, along the South line of the Northeast Quarter of the Southeast Quarter of Section 15, a distance of 1333.41 feet to the Southwest corner thereof; Thence North 1° 12' 08" East, along the West line of said Northeast Quarter of the Southeast Quarter of said Section 15, a distance of 688.46 feet, more or less to the North margin of College Way (SR538); Thence Westerly along said margin, 2606.52 feet, more or less to the East line of the West 208.7 feet of the South 626.1 feet of that portion of the Southeast Quarter of the Northwest Quarter lying North of State Road No. 1-G, as described under AFN 8305270054, in said Section 15; Thence North 1° 26' 36" East, along said East line, 626.10 feet to the Northeast corner of said parcel being on the South line of that certain parcel as described under Auditors File No. 200411050096; Thence South 88° 41' 14" East, along the South line of said parcel recorded under Auditors File No. 200411050096, a distance of 771.45 feet to the Southeast corner thereof; Thence North 1° 26' 36" East, along the East line of said parcel, 433.56 feet, to the Southwest corner of Parcel 4, as shown and described on that certain Boundary Line Adjustment survey map recorded under Auditors File No. 200706190095, records of Skagit County Washington; Thence the following courses along the Southerly, Easterly and Northerly line of said Parcel 4, South 88° 33' 24" East 370.33 feet; Thence South 85° 42' 09" East 472.91 feet; Thence South 86° 50' 15" East 213.62 feet; Thence North 71° 25' 46" East 334.89 feet; Thence North 29° 59' 41" East 162.34 feet; Thence North 29° 59' 41" East 45.44 feet; Thence North 29° 59' 41" East 117.22 feet; Thence North 5° 34' 33" East 162.09 feet; Thence North 12° 48' 25" West 218.85 feet; Thence North 25° 34' 21" West 205.38 feet; Thence North 18° 17' 32" West 348.90 feet; Thence North 8° 07' 49" West 157.41 feet; Thence North 30° 23' 11" West 111.90 feet; Thence North 25° 47' 39" West 87.34 feet; Thence North 25° 47' 39" West 40.11 feet more or less to a point which lies South 65° 03' 06" West 56.55 feet and North 88° 43' 21" West 160.76 feet from the true point of beginning; Thence South 88° 43' 21" East 160.76 feet; Thence North 65° 03' 06" East 56.55 feet, more or less to the TRUE POINT OF BEGINNING.

Except the following described parcels:

Exception No. 1, any portion lying within the right of way of State Road No. 538, also known as College Way.

Exception No. 2, any portion lying within the right of way of McLaughlin Road.

Exception No 3, that portion, if any, that lies within the previous right of way of college way between the center of section 15, and the existing right of way of college way to the west of said center of section .

Exception No. 4 that portion of the North and South 30 feet of the East 105 feet of that portion of said Northwest and Southwest Quarters of said Section 14, lying West of the West line of the Northern Pacific Railway, said portion being the non-vacated portion of Coltrine No. 211, County Road, said road being previously conveyed to Skagit County by deeds recorded under Auditor's File No's 75461 and 75462 in Volume 78 of Deeds, page 223, records of Skagit County and portion of said road being vacated by Order of Vacation entered in Volume 12 of Commissioners Journal, page 479, records of Skagit County.

EASEMENT NO. 1:

TOGETHER WITH a non-exclusive 60-foot wide easement for ingress, egress and utilities as set forth, described and delineated on "ACCESS EASEMENT" recorded as Auditor's File No. 200707260081, a rerecording of Auditor's File No. 200707110067, being a portions of Sections 10 and 15 in Township 34 North, Range 4 East, W.M..

EASEMENT NO. 2:

ALSO TOGETHER WITH A non-exclusive Easement for ingress and egress 60 feet wide along the Easterly extension of Easement No. 1 to an existing bridge across Nookachamps Creek; thence across said bridge; thence continuing on a 30-foot wide roadway in a Northerly and Westerly direction to the East line of the North Parcel.

EASEMENT NO. 3:

ALSO TOGETHER WITH a non-exclusive easement for ingress, egress and utilities over, across and under the following described property as reserved on a deed recorded July 17, 2007, under Auditor's File No. 200707170113:

That portion of the Northwest ¼ of Section 14, Township 34 North, Range 4 East, W.M., described as follows:

Beginning at the Northwest corner, or most Northerly corner, of the Easterly of the two 50 foot by 1,500 foot strips of land conveyed to the Seattle Lake Shore and Eastern Railway Company by Deeds dated April 4, 1890 and recorded July 13, 1890 and July 25, 1890 in Volume 10 of Deeds, pages 653 and 759, records of Skagit County, Washington; thence South 53°34'08" East, along the Northeasterly line of said 50 foot by 1,500 foot strip and said strip extended, 89.54 feet, more or less to the Northwesterly line of the right-of-way of State Route 9; thence North 18°59'44" East, along said right-of-way, 78.93 feet; thence continue along said right-of-way on a curve to the right having a radius of 1,459.55 feet, through a central angle of 15°08'29" an arc distance of 385.71 feet, to an intersection with the Southeasterly line of that certain 100 foot strip of land conveyed to the Seattle Lake Shore and Eastern Railway Company by Deed dated April 14, 1890 and recorded July 13, 1890, in Volume 10 of Deeds, page 651, records of Skagit County, Washington; thence South 36°25'52" West, along said line, 454.21 feet, more or less, to the point of beginning.