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12/10/2020 03:20 PM Pages: 1 of 18 Fees: \$120.50
Skagit County Auditor

Upon Recording Return To:

Skagit County
Parks & Recreation Department
Attn: Brian Adams, Director
1730 Continental Place
Mount Vernon, WA 98273

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

DEC 10 2020

Amount Paid \$ _____
Skagit Co. Treasurer
By *roy* Deputy

DOCUMENT TITLE: UTILITY EASEMENT

REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*

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

GRANTEE(S): Public Utility District No. 1 of Skagit County, a Washington municipal corporation.

ASSESSOR'S TAX / PARCEL NUMBER(S): P109241 (XrefID: 340414-2-001-0207); P24693 (XrefID: 340414-0-001-0108); P24540 (XrefID: 340411-4-005-0000); P24500 (XrefID: 340411-4-001-0101) & P109916 (XrefID: 340412-3-018-0300)

ABBREVIATED LEGAL DESCRIPTION: PTN W 1/2 SEC 14, S 1/2 SEC 11 and the W 1/2 and NE 1/4 of SEC 12, T 34N, R 04E W.M. Situate in the County of Skagit, State of Washington.

UTILITY EASEMENT

The undersigned, **Skagit County**, a political subdivision of the State of Washington ("Grantor"), for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, hereby grants to **Public Utility District No. 1 of Skagit County**, a Washington municipal corporation ("Grantee"), a permanent, perpetual, non-exclusive utility easement ("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 Easement are further provided as follows:

1. Nature and Location of Easement. The Easement hereby granted by Grantor herein shall be a permanent, perpetual, non-exclusive, utility easement that includes all utilities as authorized by Title 54 RCW, as currently enacted, and as may be subsequently amended (specifically including, but not necessarily limited to, water lines and fiber optic lines) for the benefit of Grantee, over, upon, across, through, a portion of real property located within and upon Grantor's Property, such Easement area is coincident with Grantor's property 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 partial route for the placement, installation, use, maintenance, and operation of underground water lines, fiber optic lines, other utilities as authorized by Title 54 RCW, and related equipment and appurtenances thereto owned by Grantee (herein "Grantee's facilities"). A legal description for the Grantor's Property and Easement area is attached hereto as *Exhibit "A"*, and is hereby incorporated by reference. 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 each party's respective successors.

2. Use of Easement. The Grantee (including Grantee's employees, agents, contractors, successors and/or assigns) shall have the perpetual right, privilege, and authority, to construct, operate, use, and maintain all utilities as authorized by Title 54 RCW, as currently enacted, and as may be subsequently amended (specifically including, but not necessarily limited to, water lines and fiber optic lines) within the Easement area on Grantor's property, as provided herein. Such right includes the right to construct, operate, maintain, inspect, improve, remove, restore, alter, replace, change the size of, relocate, connect to and locate at any time pipes, lines or related facilities, along with necessary appurtenances thereto, upon the Grantor's Property within the Easement area (as described and depicted in *Exhibit "A"* and *Exhibit "B"*), subject to the terms of this Easement. Grantee shall not have the right to exclude Grantor, the general public, and/or third parties the Easement area or from the Grantor's Property (without the revocable written permission of Grantor). Grantee shall not unreasonably interfere with the Grantor's use of the Grantor's Property (including, but not limited to, Grantor's use of the property located within the Easement area), and Grantor reserves the right to use the Grantor's Property (including the Easement area) for all lawful purposes including, but not necessarily limited to, use of the Easement area as a public non-motorized trail, and Grantee's use of the Easement area shall not unreasonably interfere with Grantor's use of the Easement area. Grantee accepts use of the Easement area on Grantor's property "as is", without any representations or warranties from Grantor whatsoever (express or implied). The Grantee shall defend, indemnify, and hold the County harmless for all past and future liabilities associated with the Grantor providing this Easement to Grantee (specifically including, but not limited to, alleged third party takings claims and/or inverse condemnation claims, etc.), and Grantee specifically acknowledges and accepts the risk of any and all such possible

claims. The Grantee agrees that use of this Easement by Grantee shall be at the sole risk of the Grantee.

2.1 All of Grantee's facilities to be placed within the Easement area shall be placed underground, and no above-ground utilities will be allowed to be placed within the Easement area by Grantee, with the exception of the aerial /pedestrian East Fork Nookachamps [(EFN)bridge] segment crossing over the E. Fork of Nookachamps Creek (the "East Nookachamps Crossing") to which the Grantee's infrastructure attached to said East Nookachamps Crossing will have the right to be placed, used, operated, and maintained by Grantee for the perpetual duration of this Easement, along with normal above ground water related appurtenances such as air/vacuum relief valves, permanent water quality or cathodic protection test stations, and any necessary electrical and/or supervisory control and data acquisition (SCADA) panels. In carrying out any authorized activities under the privileges granted herein, Grantee shall meet and comply with all accepted industry standards and comply with all applicable laws, rules, and regulations, standards, and policies of any governmental entity with jurisdiction over the Easement area (including, but not limited to, Grantor). Without limiting the foregoing, Grantee shall operate, maintain, inspect, and test Grantee's facilities within the Easement area in full compliance with all applicable federal, state, and local laws, rules, regulations, and industry standards, and shall otherwise be placed to the reasonable satisfaction of Grantor. The parties shall each exercise all best reasonable efforts to coordinate any construction work that either may undertake within the Easement area so as to promote the orderly and expeditious performance and completion of such work as a whole. Such efforts shall include, at a minimum, reasonable and diligent efforts to keep the other party and other utilities (if any) within the Easement area informed of its intent to undertake such construction work. The parties shall further exercise best reasonable efforts to minimize any delay or hindrance to any construction work undertaken by the parties and/or other utilities (if any) within the Easement area.

2.2 Grantee agrees to be responsible and liable for any damages or impact to Grantor's Property arising from Grantee's use of the Easement, and upon the request of Grantor, the Grantee shall repair and restore the Grantor's Property to a substantially similar condition as existed before Grantee entered onto the Grantor's Property for the purposes described in this Easement. Prior to the commencement of any work within the Easement area, the Grantee shall coordinate with Grantor to avoid any disturbance, impact, or damage to facilities owned by Grantor at or within the Easement area (including, but not limited to, utilities, equipment, and other real or personal property owned and/or used by Grantor). Any work performed within the Easement area by Grantee shall be performed so as not to unreasonably interfere with and to minimize the disturbance of the free passage of public pedestrian and/or non-motorized vehicle traffic therein, or with reasonable ingress or egress to Grantor's Property and/or other properties within the vicinity of the Easement area.

2.3 Grantor agrees to maintain, at the Grantor's cost, the aerial /pedestrian East Fork Nookachamps [(EFN)bridge] crossing over the E. Fork of Nookachamps Creek (the East Fork Nookachamps Creek Crossing) in a serviceable condition that is sufficient to support the loading created by the Grantee's infrastructure at the East Fork Nookachamps Creek Crossing while such infrastructure in operation by Grantee. Such use of the East Fork Nookachamps Creek Crossing by Grantee shall generally have priority over the County's use of the East Fork Nookachamps Bridge Crossing for public non-motorized trail purposes.

3. Hold Harmless, Defense, & Indemnification. The Grantee hereby unconditionally releases and forever discharges and holds harmless the Grantor (including the Grantor's elected officials, employees, volunteers, officers, and/or agents in both their official and individual capacities) from any and all past, present, and/or future claims, counterclaims, demands, judgments, debts, costs, liabilities, expenses, suits, and proceedings of any kind and nature, as arising from and/or related to the Grantee's use of the Easement. The Grantee agrees to be responsible for and to assume liability for Grantee's own wrongful and/or negligent acts or omissions or those of Grantee's officials, officers, agents, contractors, or employees to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the Grantor harmless from any such liability. It is further provided that no liability shall attach to the Grantor by reason of entering into this Easement agreement except as expressly provided herein. The terms of this section shall survive any termination of this Easement, and shall continue in full force and effect.

3.1 The Grantee shall at Grantee's own sole and separate cost, expense, and liability, comply with all hazardous waste laws, rules, and regulations and shall treat, store, dispose of or otherwise handle hazardous substances in a safe and proper manner and the Grantee shall not allow or cause any hazardous, toxic or petroleum materials to be released, disposed of, or discharged on any portion of the Grantor's Property. The term "hazardous substance", "hazardous waste", or "hazardous material" shall specifically include, but shall not be limited to petroleum and petroleum products and their by-products, residue, and remainder in whatever form or state, and any other material or substance which does cause or may cause environmental pollution or contamination (and associated liability and clean-up costs related thereto) as defined under applicable state and federal laws, rules, and regulations. The Grantee shall be solely and separately liable responsible for the remediation of any hazardous materials that are spilled, released, or discharged on or about the Grantor's Property that are caused by the actions, activities, or omissions of the Grantee, the Grantee's employee(s), Grantee's contractor(s), and/or Grantee's agent(s). Grantee shall indemnify, defend and hold the Grantor harmless from any fines, suits, procedures, claims, costs, damages, expense, and actions of any kind arising out of or in

any way connected with any releases, spills or discharges of hazardous substances or waste at the Grantor's Property that are caused by the actions, activities, or omissions of the Grantee, the Grantee's employee(s), Grantee's contractor(s), and/or Grantee's agent(s). This indemnity includes, but is not limited to: (a) liability for a governmental agency's (including but not limited to, the Grantor's) costs of removal or remedial action for hazardous substances; (b) damages to natural resources caused by hazardous substances, including the reasonable costs of assessing such damages; (c) liability for any other person's costs of responding to hazardous substances; and (d) liability for any costs of investigation, abatement, mitigation, correction, cleanup, fines, penalties, or other damages arising under any environmental laws.

4. Limitation of Liability: Any party having a claim against the Grantee, arising from and/or related to this Easement, however arising, shall have recourse only to the extent of assets and property of the Grantee, and shall have no recourse against the Grantor, its appointed or elected officers, employees, volunteers or its/their assets or credits.

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 this Easement shall be in the Superior Court of the State of Washington in and for the County of Snohomish.

6. Compliance with Laws and Permits: Grantee shall, (at Grantee's own expense and liability), comply with all applicable federal, state, and local laws, rules, and regulations in carrying out the terms and conditions of this Easement agreement. As necessary, the Grantee (at the Grantee's own expense and liability) shall obtain and comply with all necessary permits and/or approvals from all applicable jurisdictions prior to commencing any work within the Easement area, and the Grantee shall be solely and separately responsible and liable for compliance with all terms and conditions of any such approval(s) and/or permit(s) obtained or procured by Grantee.

6.1 The parties recognize and agree that any documents and materials provided to Grantor by Grantee arising from and/or related to this Easement agreement may be subject to public disclosure pursuant to applicable law (including RCW 42.56).

7. No Third Party Beneficiaries: This Easement is not intended to nor does it create any third party beneficiary or other rights in any third person or party, including, but not limited to, the general public, third party property owner(s) and tenant(s) at or in the vicinity of the Easement area, any other organization or entity, or any agent, contractor, subcontractor, consultant, employee, volunteer, or other representative of any party. Grantee shall defend, indemnify, and hold the Grantor harmless from any third party claims and/or damages incurred by the Grantor arising from or related to Grantee's use of this Easement.

8. Assignment: This Easement may only be assigned, contracted, and/or transferred to any other individual, firm, company, party, and/or other entity by Grantee with the express and duly authorized prior written approval of the Grantor (and such approval shall not be unreasonably withheld). Grantor may assign or transfer this Easement without the consent of Grantee. In the event that this Easement agreement is assigned, contracted, and/or transferred by the Grantee (with the prior written consent of the Grantor) to any other person, firm, company, and/or other entity, the Grantee shall remain liable and responsible for the performance of such portion of this Agreement which was assigned, contracted, and/or transferred to any other individual, firm, company, and/or other entity. This Easement does not allow or provide for the placement facilities not owned, operated, and maintained by Grantee.

10. Treatment of Assets and Property: Except as provided herein to the contrary, no fixed assets will be jointly or cooperatively, acquired, held, or disposed of pursuant to this Agreement. Grantor shall not be responsible or liable for the design, construction, implementation, operation, maintenance, use, repair and/or management of Grantee's facilities at, within, or in the vicinity of the Easement area.

11. Default: Failure of the parties to comply with the terms of this Agreement shall constitute default. The parties shall have all remedies for the enforcement of this Agreement as provided by the terms of this Easement and as provided by law, including, but not limited to, specific performance of the terms of this Easement and/or termination of this Easement (as provided herein). No provision of this Easement shall be deemed to bar the right of the Grantor to seek or obtain judicial relief from a violation of any provision of the Easement. Neither the existence of other remedies identified in this Easement nor the exercise thereof shall be deemed to bar or otherwise limit the right of the Grantor to recover monetary damages for such violations by the Grantee, and/or to seek and obtain judicial enforcement of the Grantee's obligations by means of specific performance, injunctive relief or mandate, or any other remedy at law or in equity. Time is specifically declared to be of the essence of this Easement and of all acts required to be done and performed by the parties hereto.

12. Changes, Modifications, Amendments and Waivers: The Easement may be changed, modified, amended or waived only by written subsequent agreement duly executed by the parties hereto. Waiver or breach of any term or condition of this Easement shall not be considered a waiver of any prior or subsequent breach.

15. Severability: In the event any term or condition of this Easement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Easement which can be given effect without the invalid term, condition, or application. To this extent and end the terms and conditions of this Easement are declared severable.

16. Status of Agreement: This Easement agreement is in addition to, and is not intended to replace, substitute, modify, or otherwise amend any other agreement(s) by and between the parties, specifically including, but not limited to, a franchise agreement dated January 20, 1993 (recorded under Auditor's File No.: 9305180070), and this Easement is not subject to the terms of said franchise agreement. Any other agreements by and between the parties shall continue in full force and effect.

17. No Partnership or Joint Venture: No partnership and/or joint venture exists between the parties, and no partnership and/or joint venture is created by and between the parties by virtue of this Agreement. No agent, employee, contractor, subcontractor, consultant, volunteer, or other representative of the parties shall be deemed an agent, employee, contractor, subcontractor, consultant, volunteer, or other representative of the other party.

18. Captions & Counterparts: The captions in this Easement are for convenience and reference only and do not 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 together shall constitute but one agreement.

19. Neutral Authorship: Each of the terms and provisions of this 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 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 chosen not to do so. Grantor (Skagit County) does not represent Grantee. 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. The parties have entered into this Easement without duress or undue influence.

20. Entire Agreement: This Easement contains all the terms and conditions mutually agreed upon by the parties. This 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 Easement shall be deemed to exist or to bind any of the parties hereto.

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

GRANTEE:

DATED this 8 day of DECEMBER, 2020.

Public Utility District No. 1 of Skagit County, a Washington municipal corporation.

By: [Signature]
Print name: GEORGE SIDHU, P.E.
Its: GENERAL MANAGER

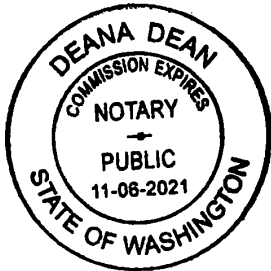
STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that GEORGE SIDHU 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 execute the instrument and acknowledged it as the GENERAL MANAGER of **Public Utility District No. 1 of Skagit County**, a Washington municipal corporation, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

DATED this 8 day of DECEMBER, 2020.

(SEAL)

[Signature]
Notary Public
Print name: DEANA DEAN
Residing at: BLINGTON
My appointment expires: 11-6-2021



GRANTOR:

DATED this 23 day of November, 2020.

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

Ron Wesen

Ron Wesen, Chair

Kenneth A. Dahlstedt

Kenneth A. Dahlstedt, Commissioner

Lisa Janicki

Lisa Janicki, Commissioner

Attest:

Amber Epps
Clerk of the Board

Authorization per Resolution R20160001:

Recommended:

B. Lee

Department Head

County Administrator

Approved as to form:

[Signature] 11/13/20
Chief Deputy Prosecuting Attorney

Approved as to indemnification:

[Signature] 11/23/20
Risk Manager

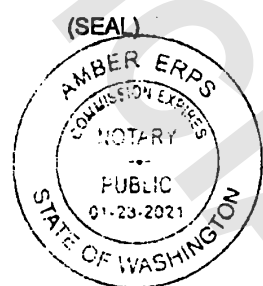
Approved as to budget:

[Signature]
Budget & Finance Director

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that Ron Wesen, Kenneth A. Dahlstedt, and/or Lisa Janicki 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 23 day of November, 2020.



Amber Erps
Notary Public
Print name: Amber Erps
Residing at: Mount Vernon
My appointment expires: 01-23-2021

EXHIBIT "A"
EASEMENT AREA LEGAL DESCRIPTION

EXHIBIT "B"
GRAPHIC DEPICTION OF EASEMENT AREA

UNOFFICIAL DOCUMENT



Pacific Surveying & Engineering, Inc
land surveying • civil engineering • consulting • environmental
909 Squaticum Way #111, Bellingham, WA 98225
Phone 360.671.7387 Facsimile 360.671.4685 Email info@psurvey.com

EXHIBIT 'A'

SKAGIT COUNTY PROPERTY DESCRIPTIONS

P109241 – XREF ID (340414-2-001-0207)

PARCEL "A"

THE WESTERLY 1/2 OF THAT CERTAIN 100 FOOT WIDE STRIP OF LAND CONVEYED TO THE SEATTLE LAKE SHORE AND EASTERN RAILWAY COMPANY BY DEED DATED APRIL 4, 1890, AND RECORDED JULY 13, 1890, IN VOLUME 10 OF DEEDS, PAGE 651, RECORDS OF SKAGIT COUNTY, WASHINGTON, BEING A PORTION OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M.; EXCEPT THAT PORTION THEREOF CONVEYED TO RAYMOND SUNDSTROM AND VICKI M. TISDEL, HUSBAND AND WIFE, BY DEED RECORDED NOVEMBER 20, 2007 AS AUDITOR'S FILE NUMBER NO. 200711200139.

PARCEL "B"

THE EASTERLY 1/2 OF THAT PORTION OF THAT CERTAIN 100 FOOT WIDE STRIP OF LAND CONVEYED TO THE SEATTLE LAKE SHORE AND EASTERN RAILWAY COMPANY BY DEED DATED APRIL 4, 1890, AND RECORDED JULY 13, 1890, IN VOLUME 10 OF DEEDS, PAGE 651, RECORDS OF SKAGIT COUNTY, WASHINGTON, WHICH LIES SOUTHERLY OF A LINE DRAWN PERPENDICULAR THROUGH THE CENTERLINE OF SAID 100 FOOT WIDE STRIP OF LAND AND THROUGH THE POINT OF DIVERGENCE OF THE EASTERLY RIGHT-OF-WAY LINE OF SAID 100 FOOT WIDE STRIP OF LAND AND THE WESTERLY RIGHT-OF-WAY LINE OF THE ROAD RIGHT-OF-WAY COMMONLY KNOWN AS STATE HIGHWAY NO. 9, BEING A PORTION OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M.; EXCEPT THAT PORTION THEREOF CONVEYED TO RAYMOND SUNDSTROM AND VICKI M. TISDEL, HUSBAND AND WIFE, BY DEED RECORDED NOVEMBER 20, 2007 AS AUDITOR'S FILE NO. 200711200139.

PARCEL "C"

THOSE TWO FIFTY FOOT BY FIFTEEN HUNDRED 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, BEING PORTIONS OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M..

PARCEL "D"

THE WESTERLY 1/2 OF THAT PORTION OF THAT CERTAIN 100 FOOT WIDE STRIP OF LAND CONVEYED TO THE SEATTLE LAKE SHORE AND EASTERN RAILWAY COMPANY BY DEED DATED JULY 17, 1891, AND RECORDED JULY 25, 1891, AS AUDITOR'S FILE NO. 3823, IN VOLUME 20 OF DEEDS, PAGE 504, RECORDS OF SKAGIT COUNTY, WASHINGTON, LYING WITHIN THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 14 TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M..

P24540 – XREF ID (340411-4-005-0000)**PARCEL "A"**

THE RIGHT-OF-WAY OF THE PUGET SOUND AND CASCADE RAILWAY COMPANY AS ESTABLISHED BY DEED RECORDED JULY 23, 1917 AS AUDITOR'S FILE NO. 120194 IN VOLUME 107 OF DEEDS, PAGE 233, RECORDS OF SKAGIT COUNTY, WASHINGTON BEING A PORTION OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M.; EXCEPT ANY PORTION THEREOF LYING EASTERLY OF THE WEST 390 FEET OF THE NORTHEAST 1/4 OF SAID SOUTHEAST 1/4; ALSO EXCEPT THOSE PORTIONS THEREOF, IF ANY, LYING WITHIN THE RIGHTS-OF-WAY OF STATE HIGHWAY NO. 9;

TOGETHER WITH THE NORTHERLY 1/2 OF THE SEATTLE LAKE SHORE AND EASTERN RAILWAY RIGHT-OF-WAY ESTABLISHED BY DEED RECORDED JUNE 2, 1890 IN VOLUME 10 OF DEEDS, PAGE 577, ABUTTING AND APPURTENANT TO THE ABOVE DESCRIBED RIGHT-OF-WAY; ALSO EXCEPT THOSE PORTIONS THEREOF, IF ANY, LYING WITHIN THE RIGHTS-OF-WAY OF STATE HIGHWAY NO. 9.

P24500 – XREF ID (340411-4-001-0101)**PARCEL "B"**

THE SOUTHERLY 1/2 OF THE SEATTLE LAKE SHORE AND EASTERN RAILWAY RIGHT-OF-WAY ESTABLISHED BY DEED RECORDED JUNE 2, 1890 IN VOLUME 10 OF DEEDS, PAGE 577, BEING A PORTION OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M.; EXCEPT THOSE PORTIONS THEREOF, IF ANY, LYING WITHIN THE RIGHTS-OF-WAY OF STATE HIGHWAY NO. 9; ALSO EXCEPT THAT PORTION THEREOF LYING EASTERLY OF THE EAST LINE OF THE WEST 693 FEET OF THE EAST 1,188 FEET OF SAID SOUTHEAST 1/4.

P109916 – XREF ID (340412-3-018-0300)

THE LAND IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:

THE NORTHERLY 1/2, NORTHWESTERLY 1/2 AND WESTERLY 1/2 OF THAT CERTAIN 100-FOOT WIDE RIGHT-OF-WAY CONVEYED TO THE SEATTLE LAKE SHORE AND EASTERN RAILWAY COMPANY, LATER KNOWN AS THE NORTHERN PACIFIC RAILWAY COMPANY RIGHT-OF-WAY AND THE BURLINGTON NORTHERN RAILROAD COMPANY RIGHT-OF-WAY, THROUGH THE SOUTHWEST 1/4, THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M. EXCEPT THE TWO FOLLOWING DESCRIBED PORTIONS THEREOF:

1) THAT PORTION LYING NORTHERLY OF A LINE DRAWN AT RIGHT ANGLES TO SAID MAIN TRACK CENTERLINE DISTANT 250.0 FEET SOUTHERLY AS MEASURED ALONG SAID MAIN TRACK CENTERLINE FROM THE NORTH LINE OF SAID SECTION 12; AND

2) THAT PORTION THEREOF LYING WITHIN THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 12 AS QUIETED IN JOHN CLIFFORD MITTERAND AND JIMMIE MITTERAND BY ORDER ENTERED JULY 18, 1996 IN SKAGIT COUNTY CAUSE NO. 95-2-01273-9 AS TRACT 6.

P24693 – XREF ID (340414-0-001-0108)

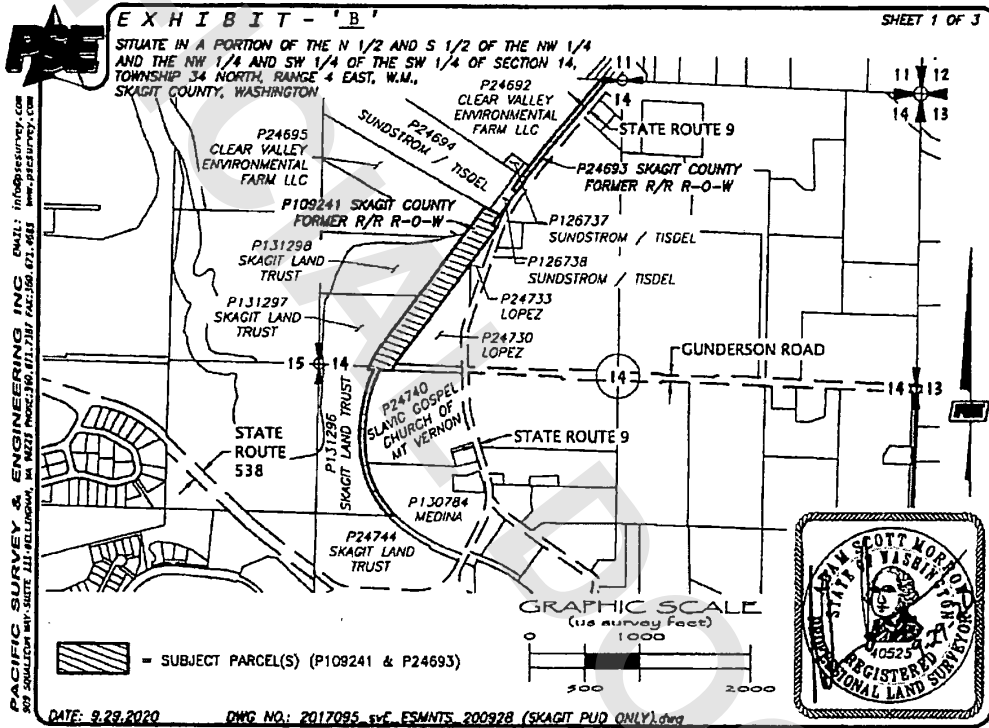
PARCEL "F"

THOSE PORTIONS OF THE EASTERLY 1/2 OF THAT PORTION OF THAT CERTAIN 100-FOOT WIDE STRIP OF LAND CONVEYED TO THE SEATTLE LAKE SHORE AND EASTERN RAILWAY COMPANY BY DEED DATED APRIL 4, 1890 AND RECORDED JULY 13, 1890, IN VOLUME 10 OF DEEDS, PAGE 651, RECORDS OF SKAGIT COUNTY, WASHINGTON, WHICH LIE NORTHERLY OF A LINE DRAWN PERPENDICULAR THROUGH THE CENTERLINE OF SAID 100 FOOT WIDE STRIP OF LAND AND THROUGH THE POINT OF DIVERGENCE THE EASTERLY RIGHT-OF-WAY LINE OF SAID 100 FOOT WIDE STRIP OF LAND AND THE WESTERLY RIGHT-OF-WAY LINE OF THE ROAD RIGHT-OF-WAY COMMONLY KNOWN AS STATE HIGHWAY NO. 9, AS CONVEYED TO SKAGIT COUNTY BY DEEDS RECORDED AS AUDITOR'S FILE NOS. 9611150090, 9611250090 AND 9611250089; ALL BEING PORTIONS OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M..

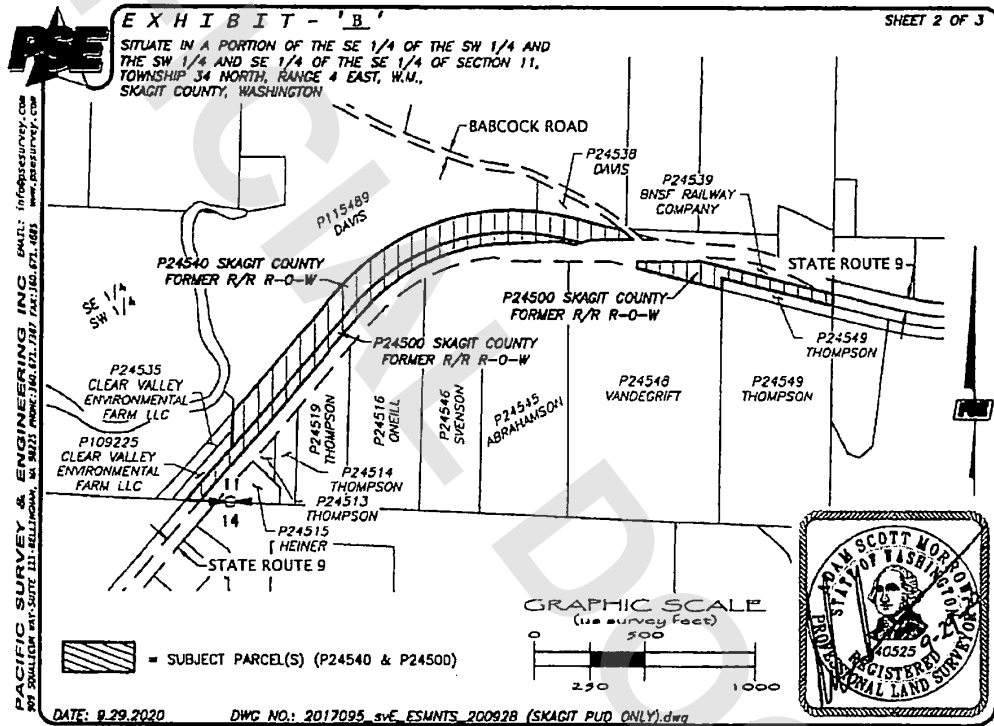
ALL SITUATED IN SKAGIT COUNTY, WASHINGTON



UNOFFICIAL DOCUMENT



UNOFFICIAL DOCUMENT



UNOFFICIAL DOCUMENT

