

FILED FOR RECORD AT THE
REQUEST OF/RETURN TO:

Overlook Crest, LLC
103 N. Township Street
Sedro Woolley, WA 98284

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Affidavit No. 20235382

Feb 02 2023

Amount Paid \$895.00
Skagit County Treasurer
By Lena Thompson Deputy

EASEMENT FOR DRAINAGE & DETENTION

Grantors: NEIL P. HANSEN and FREIDA D. HANSEN, husband and wife;
GREG MILLER and LISA MILLER, husband and wife
RIVER AND VALLEY DEVELOPMENT, LLC, a Tennessee limited liability
company

Grantee: OVERLOOK CREST, L.L.C., a Washington limited liability company

Abbreviated Legal: Lot 106, 107, PCA Tract B, "Phase Lot 106, The
Reserve at Overlook Crest"
Ptn Gov. Lots 7 & 8, S36, T34N, R4E, W.M.
Ptn Gov. Lots 3 & 4, S31, T34N, R5E, W.M.
Ptn Gov. Lot 6, S36, T34N, R4E, W.M.;
Ptn NE ¼, SW ¼, S31, T34N, R5E, W.M.
SE ¼, SW ¼, S30, T34N, R5E, W.M.
Gov. Lot 2, S31, T34N, R5E, W.M.
E ½, NW ¼ S31, T34N, R5E, W.M.
Ptn NW ¼ SE ¼ S30, T34N, R5E, W.M.
Ptn NE ¼, SW ¼, S30, T34N, R5E, W.M.
Ptn NE ¼ & Ptn SE ¼, S36, T34N, R4E, W.M.
NE ¼, SW ¼ S30, T34N, R5E, W.M.

Additional Legal: Exhibits "A", "B", & "C"

Assessor's Tax Parcel Nos.: Hansen: P29886; ~~P10766; P13911~~
P29885; & P135911
Overlook: P104162; P30543; P29855; P104391;
P30514; P30526; P30512; P30544; P29883;
P30542; P29854; P30528; P29999; P30527;
P104392; & P30517

DESCRIPTION OF PROPERTY

GRANTORS, NEIL P. HANSEN and FREIDA D. HANSEN, husband and wife; GREG MILLER and LISA MILLER, husband and wife; and RIVER AND VALLEY DEVELOPMENT, LLC, a Tennessee limited liability company (hereinafter collectively "Grantors"), are the owners of real property located in Skagit County, Washington (hereinafter referred to as the "Hansen Lot"), which is more particularly described on the attached Exhibit "A";

GRANTEE, OVERLOOK CREST, L.L.C., a Washington limited liability company, is the owner of real property located in Skagit County, Washington (hereinafter referred to as the "Overlook Lot"), which is more particularly described on the attached Exhibit "B";

I. GRANT OF EASEMENTS

NOW THEREFORE, THE UNDERSIGNED, NEIL P. HANSEN and FREIDA D. HANSEN, husband and wife; GREG MILLER and LISA MILLER, husband and wife; and RIVER AND VALLEY DEVELOPMENT, LLC, a Tennessee limited liability company (hereinafter collectively "Grantors"), in consideration of \$50,000 paid to Grantors Neil and Freida Hansen (Grantee shall receive credit against the amount owed, in the credit amount of \$10,325.71 for Grantor's 2022 real property taxes paid by Grantee) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual covenants and conditions hereinafter set forth, establish, give, grant, convey and warrant to OVERLOOK CREST, L.L.C., a Washington limited liability company (hereinafter referred to as "Grantee"), including any after acquired title in the interests conveyed herein, a non-exclusive, perpetual easements as follows:

EASEMENT FOR DRAINAGE AND DETENTION IMPROVEMENTS

A perpetual, non-exclusive easement over, under and across the Easement Areas defined in the attached Exhibit "C", which is incorporated by this reference, for the purposes of connecting to, installing, maintaining, repairing, replacing and performing any and all work and improvements arising out of or in any way related to, any and all sanitary sewer, storm water, drainage, runoff, filtration, treatment, and detention and any and all other related improvements and similar purposes, which now or may hereafter exist. A map illustrating the area of the Drainage and Detention Improvements Easement is attached as Exhibit "D".

DETENTION

A perpetual, non-exclusive easement over, under and across the Easement Areas defined in the attached Exhibit "C", which is incorporated by this reference, for the purposes of detaining, storing, filtering, treating, and releasing storm water, rain water, runoff of any nature, and water from any and all other sources, and for the purposes of connecting to,

installing, maintaining, repairing, replacing and performing any and all work and improvements arising out of or in any way related to, such detention, storage, filtration, treatment and release. A map illustrating the area of the Drainage and Detention Improvements Easement is attached as Exhibit "D".

In addition, Grantee shall have the right to continuously or, from time to time, discharge onto and detain on the Hansen Lot any volume of water.

II. GENERAL PROVISIONS

- 1) Agreement is Appurtenant. Grantors and Grantee hereby agree that the Overlook Lot and the Hansen Lot (collectively the "Lots") are, and will be, held, sold, transferred and conveyed subject to, benefited by and burdened by this Agreement, which is for the purpose of enhancing and protecting the value, desirability and attractiveness of the Lots, and that this Agreement shall be binding upon all parties having or acquiring any right, title or interest in the Lots or any part thereof, and shall inure to the benefit of the owner(s) thereof and shall otherwise in all respects be regarded as appurtenant to and running with the Lots. The use of the term "Lot" in this Agreement shall refer to any one of the Lots or any portion thereof. The use of the term "Lot Owner" in this Agreement shall refer to all Grantors, Grantee and their successors in interest and assigns.
- 2) Damage to Improvements. In the event that a Lot Owner causes identifiable damage to the Easement Area and/or improvements in the Easement Area (for example: through the installation of utilities or other improvements, or through the use of heavy equipment or abuse of the improvements), then that Lot Owner shall, as soon as is reasonably possible, immediately restore the Easement Area and improvements to as good or better condition than existed prior to the damage by the Lot Owner.
- 3) Term of Agreement. This Agreement and the easement(s) granted herein shall be non-exclusive and shall remain in effect in perpetuity, until terminated by the mutual written and recorded agreement of the Lot Owners, or by the operation of law.
- 4) Indemnification. Each Lot Owner hereby agrees to indemnify and hold harmless the other Lot Owner(s), and their successors and assigns, from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation any and all sums paid for settlement, claims, attorneys' fees, consulting and expert fees) which in any way relate to or arise out of the use of the Easement Area by the indemnifying Lot Owner and/or their guests, invitees, licensees, contractors, and agents and/or all other persons whose use of the Easement Area arises out of or is in any way related to the indemnifying Lot Owner.
- 5) Assignment. Grantee shall have the right to assign, temporarily or permanently, rights under this Easement to Skagit County, Skagit County Sewer District #2 or any other regulatory and/or governmental entity, for the purpose of conducting inspections of all storm water, detention and other improvements in the easement area. Without limiting the breadth of the preceding


sentence, Grantee shall have the right to access the easement area with employees, consultants, contractors and other third parties requested by Skagit County, Skagit County Sewer District #2 or any other regulatory and/or governmental entity, for the purpose of conducting inspections of all storm water, detention and other improvements in the easement area.

- 6) Waiver. The failure of any party to insist upon strict performance of any of the provisions of this Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver but the same shall be and remain in full force and effect.
- 7) No Merger. The easement granted herein shall not effect a merger of the fee ownership and the easement. The fee and easement shall hereafter remain separate and distinct.
- 8) Construction.
 - a) The subject headings of the paragraphs of this document are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.
 - b) This Agreement shall be construed and governed by the laws of the State of Washington.
 - c) The invalidity or unenforceability of any provision hereof shall not affect or impair any other provisions hereof.
 - d) This Agreement may not be modified or amended except by written agreement signed and acknowledged by all parties. Each party to this Agreement has had the opportunity to review this Agreement with legal counsel. No interpretation of this Agreement shall be made based upon which party drafted all or any portion of this Agreement.
- 9) Attorney Fees. If by reason of any breach or default on the part of either party hereto it becomes necessary for the other party hereto to employ an attorney, then the non-breaching party shall have and recover against the other party in addition to costs allowed by law, reasonable attorneys' fees and litigation-related expenses. The non-breaching party shall be entitled to recover reasonable attorneys' fees and costs and expenses, as provided above, regardless of whether litigation is actually commenced, including fees and costs and expenses relating to bankruptcy, appeal or post judgment matters.
- 10) Venue. The parties hereto do hereby consent to jurisdiction and venue of the Superior Court of Skagit County, State of Washington for any matter arising out of or relating to this Agreement.

DATED this 31 day of January, 2023.


THE PARTIES HEREBY ACKNOWLEDGE THAT THEY HAVE READ THIS DOCUMENT,
UNDERSTAND ITS CONTENTS AND AGREE TO BE BOUND BY THE TERMS HEREOF.

GRANTORS


NEIL P. HANSEN, individually and on behalf
of his marital community


FREIDA D. HANSEN, individually and on behalf
of her marital community


GREG MILLER, individually and on behalf
of his marital community


LISA MILLER, individually and on behalf
of her marital community

RIVER AND VALLEY DEVELOPMENT, LLC

By _____
CRAIG S. HANSEN, Its: Member

GRANTEE:
OVERLOOK CREST, L.L.C.,

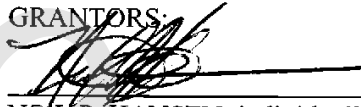

By _____
ROBERT W. JANICKI, Its: Member

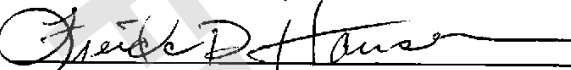
(Acknowledgments follow.)

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THE PARTIES HEREBY ACKNOWLEDGE THAT THEY HAVE READ THIS DOCUMENT,
UNDERSTAND ITS CONTENTS AND AGREE TO BE BOUND BY THE TERMS HEREOF.

GRANTORS:


NEIL P. HANSEN, individually and on behalf
of his marital community


FREIDA D. HANSEN, individually and on behalf
of her marital community

GREG MILLER, individually and on behalf
of his marital community

LISA MILLER, individually and on behalf
of her marital community

RIVER AND VALLEY DEVELOPMENT, LLC

By 
CRAIG S. HANSEN, Its: Member

GRANTEE:
OVERLOOK CREST, L.L.C.,

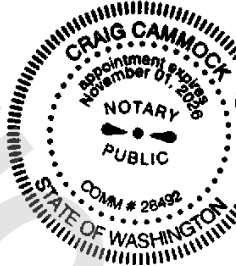
By _____
ROBERT W. JANICKI, Its: Member

(Acknowledgments follow.)

///

STATE OF WASHINGTON)
) ss
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that NEIL P. HANSEN is the person who appeared before me and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.



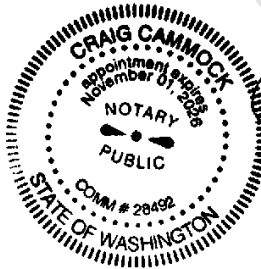
Dated: 1-24-23

(Signature)
NOTARY PUBLIC
CRAIG CAMMOCK

Print Name of Notary
My appointment expires: 11-1-26

STATE OF WASHINGTON)
) ss
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that FREIDA D. HANSEN is the person who appeared before me and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.



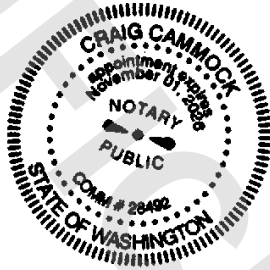
Dated: 1-24-23

(Signature)
NOTARY PUBLIC
CRAIG CAMMOCK

Print Name of Notary
My appointment expires: 11-1-26

STATE OF WASHINGTON)
) SS
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that GREG MILLER is the person who appeared before me and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.



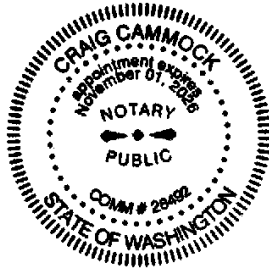
Dated: 2-1-23

(Signature)
NOTARY PUBLIC
CRAIG CAMMOCK

Print Name of Notary
My appointment expires: 11-1-2026

STATE OF WASHINGTON)
) SS
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that LISA MILLER is the person who appeared before me and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.



Dated: 2-1-23

(Signature)
NOTARY PUBLIC
CRAIG CAMMOCK

Print Name of Notary
My appointment expires: 11-1-2026

STATE OF TENNESSEE)
) ss
COUNTY OF Anderson)

I certify that I know or have satisfactory evidence that CRAIG S. HANSEN is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Member of RIVER AND VALLEY DEVELOPMENT, L.L.C., a Tennessee limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 01/20, 2023



Rhonda Foster
(Signature)

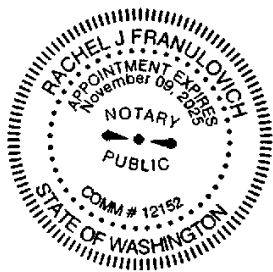
NOTARY PUBLIC
Rhonda Foster
Print Name of Notary

My appointment expires: 03/31/2026

STATE OF WASHINGTON)
) ss
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that ROBERT W. JANICKI is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Member of OVERLOOK CREST, L.L.C., a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: January 23, 2023



Rachel Franulovich
(Signature)

NOTARY PUBLIC
Rachel Franulovich
Print Name of Notary

My appointment expires: 11-09-2025

Exhibit "A"

Legal Description of Hansen/Miller/River and Valley Development, LLC Property

Tax Parcel Nos. P29885, P29886, P107656, P135910, & P135911:

LOT 106, LOT 107, AND PCA TRACT B, "PHASE LOT 106, THE RESERVE AT OVERLOOK CREST, A LONG CaRD LAND DIVISION," ACCORDING TO THE MAP THEREOF, RECORDED UNDER AUDITOR'S FILE NO. 202210070029, RECORDS OF SKAGIT COUNTY, WASHINGTON, LYING WITHIN SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (GOVERNMENT LOT 4) OF SECTION 31, TOWNSHIP 34 NORTH, RANGE 5 EAST OF W.M., AND THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (GOVERNMENT LOT 8) AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (GOVERNMENT LOT 7) OF SECTION 36, TOWNSHIP 34 NORTH, RANGE 4 EAST OF W.M.

Also known as, and including,

The "Hansen Tract", as shown on that certain Record of Survey for Hansen / Overlook BLA, dated October 29, 2021 and recorded December 2, 2021 under Skagit County Auditor's File Number 202112020016, which is more particularly described as follows:

LOT 3, SHORT PLAT NO. PL07-0031, APPROVED JANUARY 26, 2010 AND RECORDED JANUARY 29, 2010, UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 201001290077. BEING A PORTION OF GOVERNMENT LOTS 7 AND 8 IN SECTION 36, TOWNSHIP 34 NORTH, RANGE 4 EAST OF W.M.

TOGETHER WITH THAT PORTION OF GOVERNMENT LOTS 7 AND 8 OF SECTION 36, TOWNSHIP 34 NORTH, RANGE 4 EAST OF W.M. AND GOVERNMENT LOT 4 OF SECTION 31, TOWNSHIP 34 NORTH, RANGE 5 EAST OF W.M., LYING NORTHERLY AND EASTERLY OF STATE ROUTE 9.

EXCEPT THE SOUTH 330 FEET (20 RODS) OF SAID GOVERNMENT LOT 4.

ALSO EXCEPT LOT 2 OF SAID SHORT PLAT PL07-0031.

ALSO EXCEPT THOSE PORTIONS OF SAID GOVERNMENT LOTS 4, 7 AND 8 LYING NORTH OF AND EAST OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTH CORNER COMMON TO SAID SECTIONS 36 AND 31, AS SHOWN ON THAT RECORD OF SURVEY FILED UNDER AUDITOR'S FILE NO. 202112020016;

THENCE NORTH 02°04'01" EAST, ALONG THE LINE COMMON TO SAID SECTIONS

Exhibit "A"

36 AND 31, **330.43 FEET** TO THE NORTHWEST CORNER OF SAID SOUTH 330 FEET (20 RODS) OF SAID GOVERNMENT LOT 4;
THENCE **NORTH 88°56'36" EAST**, ALONG THE NORTH LINE OF SAID SOUTH 330 FEET (20 RODS) OF GOVERNMENT LOT 4, **200.30 FEET** TO THE **TRUE POINT OF BEGINNING**;

THENCE **NORTH 02°04'01" EAST**, **108.22 FEET** TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE RIGHT, THE CENTER OF WHICH BEARS **NORTH 23°02'58" EAST**, AND HAVING A RADIUS OF **1010.00 FEET**;
THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF **12°48'15"**, AN ARC DISTANCE OF **225.71 FEET** TO SAID COMMON LINE TO SECTIONS 36 AND 31;
THENCE CONTINUING ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF **33°00'54"**, AN ARC DISTANCE OF **581.98 FEET** TO A POINT OF TANGENCY;
THENCE **NORTH 17°38'01" WEST**, **460.80 FEET** TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE LEFT, THE CENTER OF WHICH BEARS **SOUTH 63°54'22" WEST**, AND HAVING A RADIUS OF **1825.00 FEET**;
THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF **07°26'01"**, AN ARC DISTANCE OF **236.78 FEET** TO THE BEGINNING OF A REVERSE CURVE, CONCAVE TO THE RIGHT, THE CENTER OF WHICH BEARS **NORTH 56°28'21" EAST**, AND HAVING A RADIUS OF **2175.00 FEET**;
THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF **16°44'35"**, AN ARC DISTANCE OF **635.58 FEET** TO THE BEGINNING OF A REVERSE CURVE, CONCAVE TO THE LEFT, THE CENTER OF WHICH BEARS **SOUTH 73°12'56" WEST**, AND HAVING A RADIUS OF **2325.00 FEET**;
THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF **11°42'15"**, AN ARC DISTANCE OF **474.94 FEET** TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 36, SAID POINT BEARING **NORTH 89°13'29" WEST**, **1135.11 FEET** FROM THE EAST QUARTER CORNER OF SAID SECTION 36 AS SHOWN ON

SAID RECORD OF SURVEY FILED UNDER AUDITOR'S FILE NO. 202112020016, RECORDS OF SKAGIT COUNTY, WASHINGTON, SAID POINT ALSO BEING THE **POINT OF ENDING** FOR THIS DESCRIBED LINE;

SITUATED IN SKAGIT COUNTY, WASHINGTON.

Exhibit "A"

Exhibit "B"

Overlook Crest, L.L.C. Legal Description

TAX PARCEL NOS. P29855 & P29883:

"LOT A", as shown on that certain Record of Survey for Hansen / Overlook BLA, dated October 29, 2021 and recorded December 2, 2021 under Skagit County Auditor's File Number 202112020016, which is more particularly described as follows:

A TRACT OF LAND BEING A PORTION OF GOVERNMENT LOTS 7 AND 8 OF SECTION 36, TOWNSHIP 34 NORTH, RANGE 4 EAST OF W.M. DESCRIBED AS FOLLOWS:

THAT PORTION OF SAID GOVERNMENT LOTS 7 AND 8 LYING EAST OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTH CORNER COMMON TO SAID SECTIONS 36 AND 31, AS SHOWN ON THAT RECORD OF SURVEY FILED UNDER AUDITOR'S FILE NO. 202112020016;

THENCE **NORTH 02°04'01" EAST**, ALONG THE LINE COMMON TO SAID SECTIONS 36 AND 31, **553.16 FEET** TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE RIGHT, THE CENTER OF WHICH BEARS **NORTH 35°51'13" EAST**, AND HAVING A RADIUS OF **1010.00 FEET**, SAID POINT ALSO BEING THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF **33°00'54"**, AN ARC DISTANCE OF **581.98 FEET** TO A POINT OF TANGENCY;
THENCE **NORTH 17°38'01" WEST**, **460.80 FEET** TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE LEFT, THE CENTER OF WHICH BEARS **SOUTH 63°54'22" WEST**, AND HAVING A RADIUS OF **1825.00 FEET**;
THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF **07°26'01"**, AN ARC DISTANCE OF **236.78 FEET** TO THE BEGINNING OF A REVERSE CURVE, CONCAVE TO THE RIGHT, THE CENTER OF WHICH BEARS **NORTH 56°28'21" EAST**, AND HAVING A RADIUS OF **2175.00 FEET**;
THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF **16°44'35"**, AN ARC DISTANCE OF **635.58 FEET** TO THE BEGINNING OF A REVERSE CURVE, CONCAVE TO THE LEFT, THE CENTER OF WHICH BEARS **SOUTH 73°12'56" WEST**, AND HAVING A RADIUS OF **2325.00 FEET**;
THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF **11°42'15"**, AN ARC DISTANCE OF **474.94 FEET** TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 36, SAID POINT BEARING **NORTH 89°13'29" WEST**, **1135.11 FEET** FROM THE EAST QUARTER CORNER OF SAID SECTION 36 AS SHOWN ON SAID RECORD OF SURVEY FILED UNDER AUDITOR'S FILE NO. 202112020016, RECORDS OF SKAGIT COUNTY, WASHINGTON, SAID POINT

Exhibit "B"

ALSO BEING THE POINT OF ENDING FOR THIS DESCRIBED LINE.

SITUATED IN SKAGIT COUNTY, WASHINGTON.

TAX PARCEL NOS. P30527, P30528, P104391 & P104392:

"LOT B", as shown on that certain Record of Survey for Hansen / Overlook BLA, dated October 29, 2021 and recorded December 2, 2021 under Skagit County Auditor's File Number 202112020016, which is more particularly described as follows:

A TRACT OF LAND, DESCRIBED AS FOLLOWS:

GOVERNMENT LOTS 3 AND 4 OF SECTION 31, TOWNSHIP 34 NORTH, RANGE 5 EAST OF W.M.

EXCEPT THE SOUTH 330 FEET (20 RODS) OF SAID GOVERNMENT LOT 4.

ALSO EXCEPT THAT PORTION OF SAID GOVERNMENT LOT 4 DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH CORNER COMMON TO SAID SECTIONS 36 AND 31, AS SHOWN ON THAT RECORD OF SURVEY FILED UNDER AUDITOR'S FILE NO. 202112020016;

THENCE NORTH 02°04'01" EAST, ALONG THE LINE COMMON TO SAID SECTIONS 36 AND 31, 330.43 FEET TO THE NORTHWEST CORNER OF SAID SOUTH 330 FEET (20 RODS) OF GOVERNMENT LOT 4;

THENCE NORTH 88°56'36" EAST, ALONG THE NORTH LINE OF SAID SOUTH 330 FEET (20 RODS) OF GOVERNMENT LOT 4, 200.30 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE NORTH 02°04'01" EAST, 108.22 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE RIGHT, THE CENTER OF WHICH BEARS NORTH 23°02'58" EAST, AND HAVING A RADIUS OF 1010.00 FEET; THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°48'15", AN ARC DISTANCE OF 225.71 FEET TO SAID COMMON LINE TO SECTIONS 36 AND 31; THENCE SOUTH 02°04'01" WEST, ALONG SAID LINE COMMON TO SECTIONS 36 AND 31, 222.73 FEET, TO THE NORTHWEST CORNER OF SAID SOUTH 330 FEET (20 RODS) OF GOVERNMENT LOT 4 AND THE **TRUE POINT OF BEGINNING**.

SITUATED IN SKAGIT COUNTY, WASHINGTON.

Tax Parcel Nos. P29854 & P29999:

The Southeast Quarter of the Northeast Quarter and that portion of Government Lot 6, lying East of

Exhibit "B"

the Northern Pacific Railway right of way, in Section 36, Township 34 North, Range 4 East of the Willamette Meridian;

EXCEPT highway right of way.

AND EXCEPT that portion of said property described as follows:

Beginning at the Southeast corner of the Northeast Quarter of said Section 36;
Thence South 89°25'43" West along the South line of said Northeast Quarter a distance of 1,208.46 feet to the true point of beginning of this description;
Thence North 17°05'32" West, a distance of 930.67 feet;
Thence South 74°16'52" West, a distance of 508.04 feet, more or less, to a point on the Easterly right of way line of State Highway 1-A;
Thence in a Southerly direction along the Easterly right of way line of State Highway 1-A on a curve to the right to a point on the South line of said Northeast Quarter of said section;
Thence North 89°25'43" East along said South line of said Northeast Quarter, a distance of 514.21 feet, more or less, to the true point of beginning.

Situated in Skagit County, Washington.

Tax Parcel Nos. P104162; P30512; P30517; P30514; P30542; P30544; P30526; & P30543:

PARCEL "A":

The Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 31, Township 34 North, Range 5 East, W.M.,

EXCEPT road rights of way

AND EXCEPT a tract conveyed to Skagit County by deed dated December 8, 1936, and recorded March 9, 1937, in Volume 171 of Deeds, page 345, records of Skagit County, Washington, which is more particularly described as follows:

Beginning at a point being North 18°38'30" West a distance of 1,347.6 feet from the South $\frac{1}{4}$ corner of said Section 31;
thence North 0°19' East a distance of 120.0 feet;
thence North 63°27'30" West a distance of 255.9 feet;
thence South 0°19' West a distance of 240.0 feet;
thence North 88°38' East a distance of 230.0 feet, more or less, to a point of beginning (bearings are referred to the South line of the Southwest $\frac{1}{4}$ of Section 31 as bearing North 87°36'30" East),

ALSO EXCEPT the South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$,

AND ALSO EXCEPT that portion of the above described property lying Southwest of the County road commonly known as Walker Valley Road conveyed to Clay Imhof by deed dated April 4, 1984, and recorded April 30, 1984, in Volume 558 of Deeds, page 252, under Auditor's File No.

Exhibit "B"

8404300071, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

PARCEL "B":

The Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 30, Township 34 North, Range 5 East, W.M.

Situate in the County of Skagit, State of Washington.

PARCEL "C":

Government Lot 2 in Section 31, Township 34 North, Range 5 East, W M.

Situate in the County of Skagit, State of Washington.

PARCEL "D":

The East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 31, Township 34 North, Range 5 East, W.M.

Situate in the County of Skagit, State of Washington.

PARCEL "E":

The Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ in Section 30, Township 34 North, Range 5 East, W.M.,

EXCEPT County Road right of way commonly known as the Gunderson Road,

ALSO EXCEPT that portion conveyed to Skagit County for Gunderson Road #0600 by deeds recorded November 18, 1986, under Auditor's File Nos. 8611180004 and 8611180005, records of Skagit County, Washington,

AND ALSO EXCEPT that portion of said premises lying Northerly of Gunderson Road as conveyed by deeds recorded on October 31, 1988, under Auditor's File Nos. 8810310090 and 8810310091, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

PARCEL "F":

The Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ in Section 30, Township 34 North, Range 5 East, W.M.,

EXCEPT County road right of way commonly known as the Gunderson Road,

ALSO EXCEPT that portion conveyed to Skagit County for Gunderson Road #0600 by deeds

Exhibit "B"

recorded November 18, 1986, under Auditor's File Nos. 8611180004 and 8611180005, records of Skagit County, Washington.

AND ALSO EXCEPT that portion of said premises lying Northerly of Gunderson Road as conveyed by deeds recorded on October 31, 1988, under Auditor's File Nos. 8810310090 and 8810310091, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

Exhibit "B"

EXHIBIT "C"
LEGAL DESCRIPTION OF DRAINAGE EASEMENT

A PORTION OF LOT 107 AND PCA TRACT B, "PHASE LOT 106, THE RESERVE AT OVERLOOK CREST, A LONG CARL LAND DIVISION," ACCORDING TO THE PLAT THEREOF, RECORDED UNDER AUDITOR'S FILE NO. 202210070029, RECORDS OF SKAGIT COUNTY, WASHINGTON, SAID EASEMENT LYING WITHIN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (GOVERNMENT LOT 4) OF SECTION 31, TOWNSHIP 34 NORTH, RANGE 5 EAST OF W.M., AND THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (GOVERNMENT LOT 8) AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (GOVERNMENT LOT 7) OF SECTION 36, TOWNSHIP 34 NORTH, RANGE 4 EAST OF W.M., LYING SOUTH AND EAST OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 36, AS SHOWN ON SAID PLAT;
THENCE NORTH 02°04'01" EAST, ALONG THE EAST LINE OF SAID SECTION 36, 42.72 FEET TO THE MOST SOUTHERLY CORNER OF SAID LOT 107;
THENCE NORTH 42°13'47" WEST, ALONG THE SOUTH LINE OF SAID PCA TRACT B AND LOT 107, A DISTANCE OF 101.33 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 268.73 FEET, THE CENTER OF WHICH BEARS SOUTH 47°46'13" WEST;
THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48°51'08" AN ARC LENGTH OF 229.13 FEET;
THENCE CONTINUING ALONG SAID SOUTH LINE, SOUTH 88°55'05" WEST 272.71 FEET TO A CURVE TO THE RIGHT HAVING A RADIUS OF 125.81 FEET, THE CENTER OF WHICH BEARS NORTH 00°57'56" WEST;
THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 59°10'29" AN ARC LENGTH OF 129.94 FEET TO A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 2754.93 FEET, THE CENTER OF WHICH BEARS NORTH 58°31'38" EAST;
THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°08'51" AN ARC LENGTH OF 7.09 FEET TO THE POINT OF BEGINNING;
THENCE SOUTH 82°29'30" EAST 183.92 FEET;
THENCE NORTH 21°22'36" EAST 187.69 FEET;
THENCE NORTH 08°57'05" EAST 58.73 FEET;
THENCE NORTH 53°14'50" WEST 102.29 FEET;
THENCE NORTH 28°51'00" WEST 1062.75 FEET;
THENCE NORTH 15°12'05" WEST 741.15 FEET;
THENCE NORTH 63°05'18" WEST 262.84 FEET TO THE EAST LINE OF LOT 2 OF SKAGIT COUNTY SHORT PLAT NO. PL07-0031, ACCORDING TO THE MAP THEREOF, RECORDED UNDER AUDITOR'S FILE NO. 201001290077, RECORDS OF SKAGIT COUNTY, WASHINGTON;
THENCE NORTH 32°38'12" WEST, ALONG SAID EAST LINE, A DISTANCE OF 87.91 FEET;
THENCE NORTH 08°26'37" EAST 295.77 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 107, 384.16 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 107 AND THE POINT OF ENDING.

DRAINAGE EASEMENT CONTAINS 1,138,124 SF (26.13 ACRES)

SITUATE IN SKAGIT COUNTY, WASHINGTON



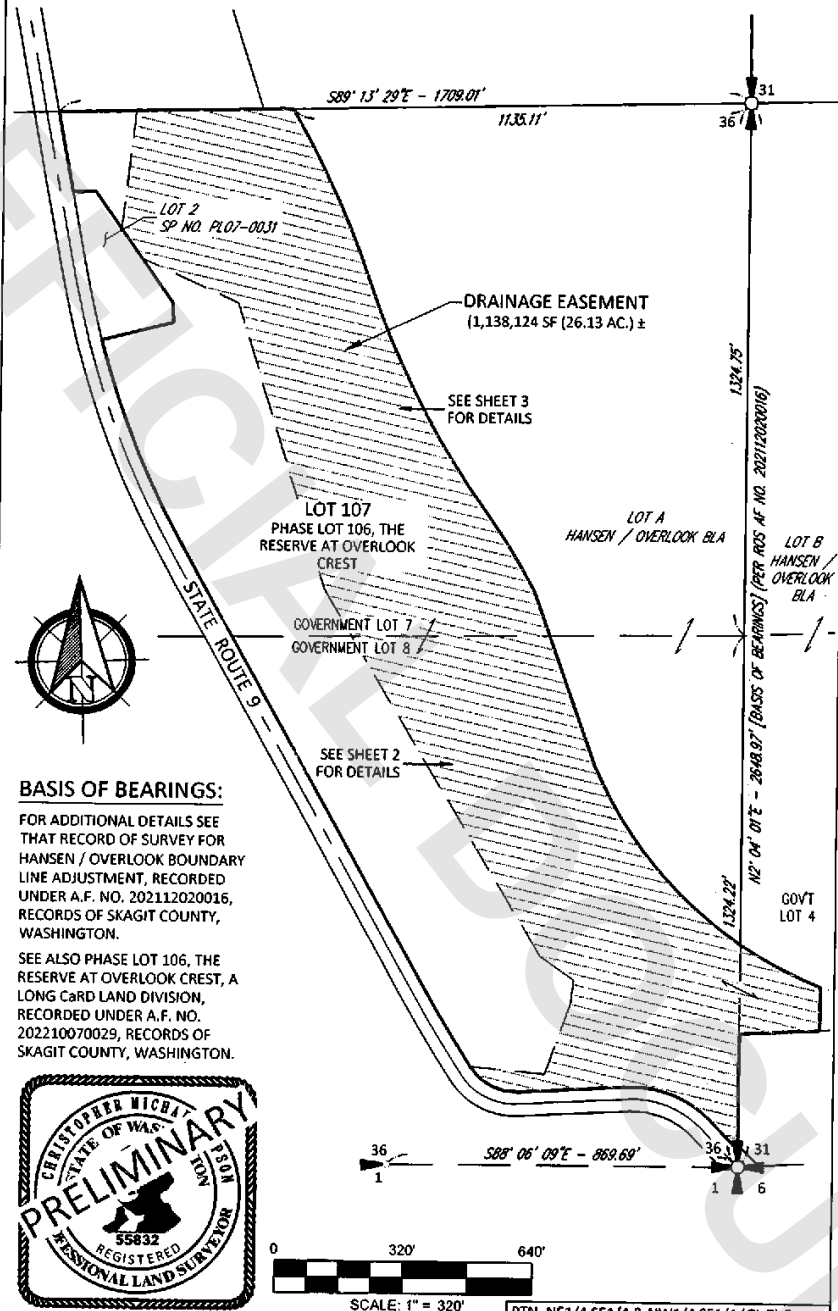
JEPSON & ASSOCIATES

222 GRAND AVE., SUITE C ~ BELLINGHAM, WA 98225
PHONE: (360) 733-5760
JOB NO. 05128.05 | DECEMBER 06, 2022



SHEET 1 of 1

EXHIBIT "D"
DEPICTION OF DRAINAGE EASEMENT



BASIS OF BEARINGS:

FOR ADDITIONAL DETAILS SEE THAT RECORD OF SURVEY FOR HANSEN / OVERLOOK BOUNDARY LINE ADJUSTMENT, RECORDED UNDER A.F. NO. 202112020016, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SEE ALSO PHASE LOT 106, THE RESERVE AT OVERLOOK CREST, A LONG CARD LAND DIVISION, RECORDED UNDER A.F. NO. 202210070029, RECORDS OF SKAGIT COUNTY, WASHINGTON.



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PTN. NE1/4 SE1/4 & NW1/4 SE1/4 (GL 7) & SE1/4 SE1/4 (GL 8) SECTION 36-34N-4E & SW1/4 SW1/4 (GL4) SEC. 31-34N-5E, W.M., SKAGIT COUNTY, WASHINGTON	
DWG. NO.:	05128.05-DrainEsmt
DRWN BY:	SMF
CHKD BY:	CMJ
SHEET NO.:	1 of 3

