

POOR ORIGINAL



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02/15/2023 03:27 PM Pages: 1 of 14 Fees: \$218.50  
Skagit County Auditor

WHEN RECORDED RETURN TO:  
FREEDOM QUEST TRUST  
5112 212<sup>th</sup> St SW  
Mountlake Terrace  
WA 98043

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY <i>Dena Thompson</i>
DATE <i>2.15.23</i>

**FREEDOM QUEST TRUST / FREEDOM QUEST TRUST  
GRANT OF EASEMENT AND JOINT USE AGREEMENT**

*Document to Replace AF# 202212050078*

THIS AGREEMENT, made and entered into this 1<sup>st</sup> day of December, 2022, by and between LU JI, Trustee of FREEDOM QUEST TRUST, hereinafter referred to as "Grantor(s)", and LU JI, Trustee of FREEDOM QUEST TRUST, hereinafter referred to as "Grantee(s)".

**RECITALS**

A. Grantor(s) and Grantee(s) own adjacent lot in Skagit County, Washington.

Grantor(s)'s property is legally described on Exhibit A.  
Grantee(s)'s property is legally described on Exhibit B.

B. Grantor(s) is providing Grantee(s) with a driveway and utility easement over, under, across and through their property as legally described on Exhibit C.

P56577: Portion of government Lot 2 of Section 22, Township 35 North, Range 1 East

**EASEMENT**

Grantor(s) and Grantee(s) agree as follows:

A. **GRANT OF EASEMENT.**

1. Grantor(s) hereby grants to Grantee(s) an easement on and across the following-described portion of the Grantor(s)'s property for road and utility access:

See EXHIBIT C

**B. EASEMENT RIGHTS.**

2. The easement, rights, and privileges granted by this Easement are non-exclusive, and Grantor(s) reserves and retains the right to convey similar easement and rights to such other persons as Grantor(s) may deem proper.
3. Grantee(s) shall have the right to use the easement for the the purpose set forth above
4. Grantee(s) shall have the right to cut and trim trees or shrubbery that may encroach on the easement property. Grantee(s) shall dispose of all cuttings and trimmings by hauling them away from the premises.
5. Grantor(s) retains, reserves, and shall continue to enjoy the use of the surface of the land subject to this Easement for any and all purposes that do not interfere with or prevent the use by Grantee(s) of the Easement.
6. Grantor(s)'s retained rights include, but are not limited to, the right to build and use the surface of the Easement for drainage ditches and private streets, roads, driveways, alleys, walks, gardens, lawns, planting or parking areas, and other similar such uses.
7. The Grantor(s) further reserves the right to dedicate all or any part of the property affected by this Easement to any city for use as a public street, road, or alley, if the dedication can be accomplished without extinguishing or otherwise interfering with the rights of Grantee(s) in the Easement.
8. If the Grantor(s) or any of Grantor(s)'s successors or assigns dedicates all or any part of the property affected by this Easement, the Grantee(s) and its successors and assigns shall execute all instruments that may be necessary or appropriate to effectuate the dedications.

**C. CONSTRUCTION AND MAINTENANCE.**

9. The driveway described in this easement shall be constructed and maintained by the Grantee(s) at its sole cost and expense and Grantee(s) shall at all times keep the easement property free and open for the benefit of Grantor(s) and any other concurrent user.
10. If however if the Grantor(s) needs to share the driveway regularly, the parties agree to each pay one-half of the cost of repairs and maintenance.

**D. EASEMENT TO RUN WITH LAND.**

11. This grant of easement shall run with the land and be binding on and shall endure to the benefit of the parties, their heirs, successors, personal representatives and assigns.

**E. BINDING EFFECT.**

12. This agreement shall be binding upon the parties, their successors, heirs, personal representatives and assigns.
13. This Easement will continue until the Parties agree in writing to terminate this Agreement.
14. The Easement shall terminate if the purposes of the Easement cease to exist, are abandoned by the Grantee(s), or become impossible to perform.

**F. LIABILITY INSURANCE.**

14. Grantee(s) shall maintain liability insurance on the Easement in an amount of See Exhibit D.
15. Grantor(s) shall be included by endorsement as an "additional named insured" under such policy, and such insurance shall be primary insurance and not contributory with any insurance separately maintained by Grantor(s).
16. Grantee(s) shall deliver evidence to Grantor(s) as proof that sufficient insurance is in force and issued by companies reasonably satisfactory to Grantor(s).
17. Grantor(s) shall receive advance written notice from the insurer prior to any termination of such insurance policies during the duration of the Easement.

#### **G. FAILURE TO PERFORM.**

18. Should Grantee(s) fail to perform any covenant, undertaking, or obligation arising under this Easement, all rights and privileges granted shall terminate and the provisions of this Agreement creating the Easement shall be of no further effect.
19. In such a case, within thirty days of receipt of a written demand from Grantor(s), Grantee(s) shall execute and record all documents necessary to terminate the Easement of record.
20. Should Grantee(s) fail or refuse to record the necessary documents, Grantor(s) shall be entitled to bring an action for the purpose of declaring the Easement to be terminated.

#### **H. INDEMNIFICATION.**

21. To the fullest extent permitted by law, Grantee(s) shall and hereby does indemnify, defend and hold harmless the Grantor(s), Grantor(s)'s directors, officers, employees, agents and invitees and such persons who are in privity of estate, or to whom Grantor(s) is legally responsible, from and against any and all claims, actions, judgments, damages, liabilities, costs and expenses, including attorneys' fees, in connection with loss of life, personal injury, bodily injury or damage to property arising from or out of any occurrence relating, directly or indirectly, to any acts or omissions of Grantee(s), or Grantee(s)'s directors, officers, employees, agents, contractors and invitees in the exercise of any of the rights and privileges granted herein, the use of the Easement Area described herein or otherwise undertaken by Grantee(s) within the Easement Area, or with respect to any breaches or defaults by Grantee(s) hereunder.
22. Excluded from the foregoing indemnity are any such losses relating to personal injury, death or property damage to the extent such losses are caused by the willful act or omission of Grantor(s) or Grantor(s)'s employees, agents, or contractors.

#### **I. ENTIRE AGREEMENT.**

23. This Agreement contains the entire agreement of the Parties, and there are no other promises or conditions in any other agreement, whether oral or written, concerning the subject matter of this Agreement.
24. This Agreement supersedes any prior written or oral agreements between the Parties.

#### **J. SEVERABILITY.**

25. If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable.
26. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

**K. AMENDMENT.**

27. This Agreement may be modified or amended in writing, if the writing is signed by the Party obligated under the amendment.

**L. GOVERNING LAW.**

28. This Agreement shall be construed in accordance with the laws of the State of Washington.

**M. NOTICE.**

29. Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph of this Agreement or to such other address as one Party may have furnished to the other in writing.

**N. WAIVER OF CONTRACTUAL RIGHTS.**

30. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

IN WITNESS WHEREOF, the Parties execute the Agreement as follows:

**EXECUTION:**

*Lu Ji* TRUSTEE

Lu Ji, Trustee of FREEDOM QUEST TRUST, Grantor

Feb 15, 2023  
Date

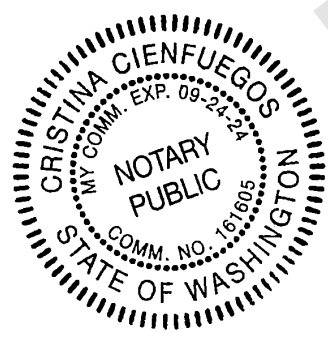
STATE OF WASHINGTON)

)ss.

COUNTY OF King )

On this day personally appeared before me LU JI, to me known to be the individual described in and who executed the within and foregoing instrument as Trustee of the FREEDOM QUEST TRUST, and acknowledged that she signed the same as her free and voluntary act and deed in behalf of the FREEDOM QUEST TRUST, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 15 day of February, 2023.



*[Signature]*  
NOTARY PUBLIC in and for the State of  
Washington, residing at King  
My commission expires 9/24/2024

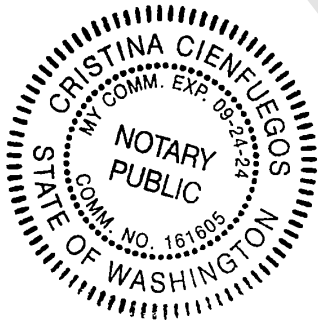
[Signature] TRUSTEE  
Lu Ji, Trustee of FREEDOM QUEST TRUST, Grantee

Feb 15, 2023  
Date

STATE OF WASHINGTON)  
COUNTY OF King )ss.

On this day personally appeared before me LU JI, to me known to be the individual described in and who executed the within and foregoing instrument as Trustee of the FREEDOM QUEST TRUST, and acknowledged that she signed the same as her free and voluntary act and deed in behalf of the FREEDOM QUEST TRUST, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 15<sup>th</sup> day of February, 2023.



[Signature]  
NOTARY PUBLIC in and for the State of  
Washington, residing at King  
My commission expires 9/24/2024

## EXHIBIT A

**Current Legal Description**

(0.3120 ac) LOT 1 OF BOUNDARY LINE SURVEY RECORDED UNDER AF#202111040147, DESCRIBED AS FOLLOWS: ALL THAT PORTION OF GOVERNMENT LOT 2 OF SECTION 22, TOWNSHIP 35 NORTH, RANGE 1 EAST, W.M., DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID GOVERNMENT LOT 2; THENCE SOUTH 88-58-35 EAST ALONG THE SOUTH LINE OF SAID SUBDIVISION, 925.62 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 30-25-07 WEST A DISTANCE OF 186.837 FEET TO A POINT ON THE SOUTHEAST RIGHT OF WAY LINE OF 3RD STREET; THENCE NORTH 58-30-24 EAST ALONG SAID RIGHT OF WAY A DISTANCE OF 164.38 FEET, MORE OR LESS, TO THE INTERSECTION WITH THE WEST LINE OF THE PLAT OF BARING ADDITION TO ANACORTES, WASH., AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 20, RECORDS OF SKAGIT COUNTY, WASHINGTON; THENCE SOUTH 0-45-02 WEST ALONG SAID WEST LINE A DISTANCE OF 247.77 FEET, MORE OR LESS, TO THE SOUTH LINE OF SAID GOVERNMENT LOT 2; THENCE NORTH 88-58-36 WEST ALONG SAID SOUTH LINE A DISTANCE OF 42.33 FEET TO THE TRUE POINT OF BEGINNING. EXCEPT ALL THAT PORTION THEREOF LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT THE SOUTHWEST CORNER OF SAID GOVERNMENT LOT 2; THENCE SOUTH 88-58-35 EAST ALONG THE SOUTH LINE OF SAID SUBDIVISION 925.62 FEET; THENCE NORTH 30-25-07 WEST A DISTANCE OF 76.837 FEET TO THE SOUTHWESTERLY CORNER OF THAT CERTAIN TRACT PREVIOUSLY CONVEYED TO GERALD J. FRISKE AND LEONA M. FRISKE, HUSBAND AND WIFE, BY DEED RECORDED UNDER AUDITOR'S FILE NO. 8010020017, RECORDS OF SKAGIT COUNTY, WASHINGTON, AND THE TRUE POINT OF BEGINNING OF SAID LINE; THENCE NORTH 8-30-24 EAST ALONG THE SOUTH LINE OF SAID FRISKE TRACT AND NORTHEASTERLY EXTENSION THEREOF TO AN INTERSECTION WITH A LINE DRAWN FROM AN INTERSECTION OF THE NORTH LINE OF LOT 17, BLOCK 1907, BARING ADDITION TO ANACORTES, WASH., AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 20, RECORDS OF SKAGIT COUNTY, WASHINGTON, TO A POINT ON THE SOUTH LINE OF SAID LOT 17 WHICH IS 24 FEET FROM THE SOUTHEASTERLY CORNER THEREOF, AND TERMINUS OF SAID LINE. ALSO EXCEPT THE WEST 4.83 FEET THERE OF. TOGETHER WITH THAT PORTION OF GOVERNMENT LOT 2 DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID GOVERNMENT LOT 2; THENCE SOUTH 88-58-35 EAST ALONG THE SOUTH LINE OF SAID SUBDIVISION FOR A DISTANCE OF 925.62 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF PARCEL 'C' OF THAT CERTAIN PARCEL CONVEYED TO STEPHEN C. ROBSAHM AS TRUSTEE OF THE ROBSAHM FAMILY TRUST BY DEED RECORDED UNDER SKAGIT COUNTY AUDITORS FILE NO. 9401130011 THENCE SOUTH 88-58-35 EAST ALONG THE SOUTH LINE OF SAID PARCEL 'C' OF THE ROBSAHM FAMILY TRUST PARCEL FOR A DISTANCE OF 5.16 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88-58-35 EAST ALONG THE SOUTH LINE OF SAID PARCEL 'C' OF THE ROBSAHM FAMILY TRUST PARCEL FOR A DISTANCE OF 18.39 FEET, MORE OR LESS, TO A POINT ON THE NORTHWESTERLY LINE OF THAT CERTAIN PARCEL CONVEYED TO STEPHEN C. ROBSAHM AS TRUSTEE OF THE ROBSAHM FAMILY TRUST BY DEED RECORDED UNDER SKAGIT COUNTY AUDITORS FILE NO. 200511080090; THENCE SOUTH 70-27-33 WEST ALONG SAID NORTHWESTERLY LINE OF SAID LINE EXTENDED FOR A DISTANCE OF 17.22 FEET; THENCE NORTH 19-32-27 WEST, 6.47 FEET TO THE POINT OF BEGINNING. ALSO TOGETHER WITH THAT PORTION OF LOTS 18, 19, AND 20, BLOCK 1908, BARING ADDITION TO ANACORTES, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGE 20, RECORDS OF SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT 18, 15 FEET DISTANT FROM THE NORTHEASTERLY CORNER THEREOF; THENCE SOUTHEASTERLY PARALLEL WITH THE EAST LINE OF SAID LOT 18 A DISTANCE OF 36.615 FEET; THENCE SOUTHWESTERLY PARALLEL WITH THE NORTH LINE OF SAID LOTS, A DISTANCE OF 73.16 FEET; THENCE NORTHWESTERLY PARALLEL WITH THE WEST LINE OF SAID LOT 20 A DISTANCE OF 36.615 FEET TO THE NORTH LINE OF SAID LOT 20; THENCE NORTHEASTERLY ALONG THE NORTH LINE OF SAID LOTS A DISTANCE OF 73.16 FEET TO THE POINT OF BEGINNING; ALSO TOGETHER WITH THE VACATED PORTIONS OF 4TH STREET WHICH BY OPERATION OF LAW ATTACH THERETO; ALSO TOGETHER WITH LOTS 16 TO 19 INCLUSIVE, BLOCK 1907, BARING ADDITION TO ANACORTES, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGE 20, RECORDS OF SKAGIT COUNTY, WASHINGTON; EXCEPT THE FOLLOWING DESCRIBED TRACT: ALL OF LOT 16 AND THAT PORTION OF LOT 17, BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SAID LOT 17 WITH THE WEST LINE OF SAID SUBDIVISION; THENCE SOUTHEASTERLY TO A POINT ON THE SOUTH LINE OF SAID LOT 17 WHICH IS 24 FEET DISTANT ALONG SAID SOUTH LINE FROM THE SOUTHEASTERLY CORNER THEREOF; THENCE NORTHEASTERLY ALONG SAID SOUTH LINE 24 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT; THENCE NORTHWESTERLY ALONG THE EAST LINE OF SAID LOT TO THE NORTHEASTERLY CORNER; THENCE SOUTHWESTERLY ALONG THE NORTH LINE OF SAID LOT 17 TO THE POINT OF BEGINNING; TOGETHER WITH VACATED PORTIONS OF 4TH STREET WHICH BY OPERATION

OF LAW ATTACH THERETO. EXCEPT THE FOLLOWING DESCRIBED TRACT: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID LOT 17 THAT LIES 24 FEET SOUTH 70-27-33 WEST FROM THE SOUTHEAST CORNER OF SAID LOT 17; THENCE SOUTH 19-32-27 EAST, 30 FEET; THENCE SOUTH 70-27-33 WEST, 8.74 FEET; THENCE NORTH 3-17-57 WEST, 31.24 FEET TO THE POINT OF BEGINNING.

UNOFFICIAL DOCUMENT



## EXHIBIT B

**Current Legal Description**

(0.1712 ac) LOT 2 OF BOUNDARY LINE SURVEY RECORDED UNDER AF#202111040147, DESCRIBED AS FOLLOWS: THE WEST 4.83 FEET OF THE FOLLOWING DESCRIBED PARCEL: ALL THAT PORTION OF GOVERNMENT LOT 2 OF SECTION 22, TOWNSHIP 35 NORTH, RANGE 1 EAST, W.M., DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID GOVERNMENT LOT 2; THENCE SOUTH 88-58-35 EAST ALONG THE SOUTH LINE OF SAID SUBDIVISION, 925.62 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 30-25-07 WEST A DISTANCE OF 186.837 FEET TO A POINT ON THE SOUTHEAST RIGHT OF WAY LINE OF 3RD STREET; THENCE NORTH 58-30-24 EAST ALONG SAID RIGHT OF WAY A DISTANCE OF 164.38 FEET, MORE OR LESS, TO THE INTERSECTION WITH THE WEST LINE OF THE PLAT OF BARING ADDITION TO ANACORTES, WASH, AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 20, RECORDS OF SKAGIT COUNTY, WASHINGTON; THENCE SOUTH 0-45-02 WEST ALONG SAID WEST LINE A DISTANCE OF 247.77 FEET, MORE OR LESS, TO THE SOUTH LINE OF SAID GOVERNMENT LOT 2; THENCE NORTH 88-58-36 WEST ALONG SAID SOUTH LINE A DISTANCE OF 42.33 FEET TO THE TRUE POINT OF BEGINNING. EXCEPT ALL THAT PORTION THEREOF LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT THE SOUTHWEST CORNER OF SAID GOVERNMENT LOT 2; THENCE SOUTH 88-58-35 EAST ALONG THE SOUTH LINE OF SAID SUBDIVISION 925.62 FEET; THENCE NORTH 30-25-07 WEST A DISTANCE OF 76.837 FEET TO THE SOUTHWESTERLY CORNER OF THAT CERTAIN TRACT PREVIOUSLY CONVEYED TO GERALD J. FRISKE AND LEONA M. FRISKE, HUSBAND AND WIFE, BY DEED RECORDED UNDER AUDITOR'S FILE NO. 8010020017, RECORDS OF SKAGIT COUNTY, WASHINGTON, AND THE TRUE POINT OF BEGINNING OF SAID LINE; THENCE NORTH 58-30-24 EAST ALONG THE SOUTH LINE OF SAID FRISKE TRACT AND NORTHEASTERLY EXTENSION THEREOF TO AN INTERSECTION WITH A LINE DRAWN FROM AN INTERSECTION OF THE NORTH LINE OF LOT 17, BLOCK 1907, BARING ADDITION TO ANACORTES, WASH., AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 20, RECORDS OF SKAGIT COUNTY, WASHINGTON, TO A POINT ON THE SOUTH LINE OF SAID LOT 17 WHICH IS 24 FEET FROM THE SOUTHEASTERLY CORNER THEREOF, AND TERMINUS OF SAID LINE. TOGETHER WITH THAT PORTION OF GOVERNMENT LOT 2 AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 35 NORTH, RANGE 1 EAST, W.M., AND ALSO THAT PORTION OF THE VACATED PLAT OF BARING ADDITION TO ANACORTES, WASHINGTON, AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 20, RECORDS OF SKAGIT COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID GOVERNMENT LOT 2; THENCE SOUTH 88-58-35 EAST ALONG THE SOUTH LINE OF SAID SUBDIVISION FOR A DISTANCE OF 925.62 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF PARCEL 'C' OF THAT CERTAIN PARCEL CONVEYED TO STEPHEN C. ROBSAHM AS TRUSTEE OF THE ROBSAHM FAMILY TRUST BY DEED RECORDED UNDER SKAGIT COUNTY AUDITORS FILE NO. 9401130011 AND BEING THE TRUE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88-58-35 EAST ALONG THE SOUTH LINE OF SAID PARCEL 'C' OF THE ROBSAHM FAMILY TRUST PARCEL FOR A DISTANCE OF 5.16 FEET; THENCE SOUTH 19-32-27 EAST, 17.22 FEET, MORE OR LESS, TO A POINT ON THE NORTHWESTERLY LINE OF THAT CERTAIN PARCEL CONVEYED TO STEPHEN C. ROBSAHM AS TRUSTEE OF THE ROBSAHM FAMILY TRUST BY DEED RECORDED UNDER SKAGIT COUNTY AUDITORS FILE NO. 200511080090; THENCE SOUTH 70-27-33 WEST ALONG SAID NORTHWESTERLY LINE OR SAID LINE EXTENDED FOR A DISTANCE OF 55.64 FEET, MORE OR LESS, TO A POINT ON THE EAST LINE OF LOT 154, PLAT OF CLEARIDGE DIVISION II, AS PER PLAT RECORDED IN VOLUME 13 OF PLATS, PAGES 57, 58 AND 59, RECORDS OF SKAGIT COUNTY, WASHINGTON; THENCE NORTH 1-10-44 EAST ALONG THE EAST LINE OF SAID LOT 154 FOR A DISTANCE OF 25.58 FEET, MORE OR LESS, AN ANGLE POINT ON SAID EAST LINE, ALSO BEING A POINT ON THE SOUTH LINE OF SAID GOVERNMENT LOT 2; THENCE NORTH 88-58-35 WEST ALONG SAID SOUTH LINE, ALSO BEING THE EASTERLY LINE OF SAID LOT 154, FOR A DISTANCE OF 1.65 FEET, MORE OR LESS, TO AN ANGLE POINT ON SAID EASTERLY LINE OF LOT 154; THENCE NORTH 0-45-02 EAST ALONG THE EAST LINES OF LOTS 154 AND 155 OR EAST LINE EXTENDED, FOR A DISTANCE OF 76.28 FEET, MORE OR LESS, TO A POINT ON THE NORTHWESTERLY EXTENSION OF THE SOUTHWESTERLY LINE OF SAID PARCEL 'C' OF THE ROBSAHM FAMILY TRUST PARCEL RECORDED UNDER SKAGIT COUNTY AUDITORS FILE NO. 9401130011 AT A POINT BEARING NORTH 30-25-07 WEST FROM THE TRUE POINT OF BEGINNING; THENCE SOUTH 30-25-07 EAST ALONG SAID LINE FOR A DISTANCE OF 89.41 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING. EXCEPT THAT PORTION THEREOF, IF ANY, LYING WITHIN THOSE PREMISES CONVEYED TO TASSO SCHIELKE, ET UX, BY DEED RECORDED AS AUDITOR'S FILE NO. 201206180163, AND ALSO EXCEPT THAT PORTION THEREOF, IF ANY, LYING WITHIN THOSE PREMISES CONVEYED TO LU JI BY DEED RECORDED AS AUDITOR'S FILE NO. 201805220050. ALSO TOGETHER WITH

70-27-33 WEST 73.295 FEET TO THE WESTERLY BOUNDARY OF SAID LOT 6; THENCE NORTH 1-10-43 EAST 71.22 FEET ALONG THE WESTERLY BOUNDARY OF LOT 6 TO THE POINT OF BEGINNING; ALSO TOGETHER WITH THAT PORTION OF LOTS 20 AND 21, BLOCK 1908, BARING ADDITION TO ANACORTES, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGE 20, RECORDS OF SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE IN THE NORTHEAST CORNER OF SAID LOT 18 OF SAID BLOCK 1908, THENCE SOUTHWESTERLY 88.19 FEET ALONG THE NORTH LINE OF SAID LOTS TO THE POINT OF BEGINNING; THENCE SOUTHEASTERLY PARALLEL WITH THE EAST LINE OF SAID LOT 20 A DISTANCE OF 36.62 FEET; THENCE SOUTHWESTERLY PARALLEL WITH THE NORTH LINE OF SAID LOTS, A DISTANCE OF 7.54 FEET; THENCE NORTHWESTERLY PARALLEL WITH THE EAST LINE OF SAID LOT 21 A DISTANCE OF 36.62 FEET TO THE NORTH LINE OF SAID LOT 21; THENCE NORTHEASTERLY ALONG THE NORTH LINE OF SAID LOTS A DISTANCE OF 7.54 FEET TO THE POINT OF BEGINNING; ALSO TOGETHER WITH THE VACATED PORTIONS OF 4TH STREET WHICH BY OPERATION OF LAW ATTACH THERETO.

## EXHIBIT C

An easement for access and utility purposes over and upon the North 12 feet extended to the easterly boundary of the following described parcel. (Also known as Lot 1 of Boundary Line Adjustment BLA-2021-0016 recorded under Auditor's File No.202111040147).

All that portion of Government Lot 2 of Section 22, Township 35 North, Range 1 East, Willamette Meridian, described as follows:

Beginning at the Southwest corner of said Government Lot 2; thence South 88° 58' 35" East along the South line of said subdivision, 925.62 feet to the true point of beginning; thence North 30° 25' 07" West a distance of 186.837 feet to a point on the Southeast right of way line of 3rd Street; thence North 58° 30' 24" East along said right of way a distance of 164.38 feet, more or less, to the intersection with the West line of the Plat of "Baring Addition to Anacortes, Wash.", as per plat recorded in Volume 2 of Plats, Page 20, records of Skagit County, Washington; thence South 0° 45' 02" West along said West line a distance of 247.77 feet, more or less, to the South line of said Government Lot 2; thence North 88° 58' 36" West along said South line a distance of 42.33 feet to the true point of beginning.

EXCEPT all that portion thereof lying Northerly of the following described line:

Beginning at the Southwest corner of said Government Lot 2; thence South 88° 58' 35" East along the South line of said subdivision 925.62 feet; thence North 30° 25' 07" West a distance of 76.837 feet to the Southwesterly corner of that certain tract previously conveyed to Gerald J. Friske and Leona M. Friske, husband and wife, by deed recorded under Auditor's File No. 8010020017, records of Skagit County, Washington, and the true point of beginning of said line; thence North 58° 30' 24" East along the South line of said Friske tract and Northeasterly extension thereof to an intersection with a line drawn from an intersection of the North line of Lot 17, Block 1907, "Baring Addition to Anacortes, Wash.", as per plat recorded in Volume 2 of Plats, Page 20, records of Skagit County, Washington, to a point on the South line of said Lot 17 which is 24 feet from the Southeasterly corner thereof, and terminus of said line.

EXCEPT the West 4.83 feet there of.

TOGETHER WITH that portion of Government Lot 2 described as follows:

BEGINNING at the Southwest corner of said Government Lot 2; thence South 88°58'35" East along the South line of said subdivision for a distance of 925.62 feet, more or less, to the Southwest corner of Parcel "C" of that certain Parcel conveyed to Stephen C. Robsahm as Trustee of the Robsahm family trust by Deed recorded under Skagit County Auditors File No. 9401130011 thence South 88°58'35" East along the South line of said Parcel "C" of the Robsahm family trust Parcel for a distance of 5.16 feet to the True Point

of Beginning; thence continue South  $88^{\circ}58'35''$  East along the South line of said Parcel "C" of the Robsahm family trust Parcel for a distance of 18.39 feet, more or less, to a point on the Northwesterly line of that certain Parcel conveyed to Stephen C. Robsahm as trustee of the Robsahm family trust by Deed Recorded under Skagit County Auditors File No. 200511080090; thence South  $70^{\circ}27'33''$  West along said Northwesterly line of said line extended for a distance of 17.22 feet; thence North  $19^{\circ}32'27''$  West, 6.47 feet to the Point of Beginning.

ALSO TOGETHER WITH that portion of Lots 18, 19, 20 and 21, Block 1908, "BARING ADDITION TO ANACORTES", according to the plat thereof recorded in Volume 2 of Plats, Page 20, records of Skagit County, Washington, described as follows:

Beginning at a point on the North line of said Lot 18, 15 feet distant from the Northeasterly corner thereof; thence Southeasterly parallel with the East line of said Lot 18 a distance of 36.615 feet; thence Southwesterly parallel with the North line of said lots, a distance of 73.16 feet; thence Northwesterly parallel with the East line of said Lot 21 a distance of 36.615 feet to the North line of said Lot 21; thence Northeasterly along the North line of said lots a distance of 73.16 feet to the point of beginning;

ALSO TOGETHER WITH the vacated portions of 4th Street which by operation of law attach thereto;

ALSO TOGETHER WITH Lots 16 to 19 inclusive, Block 1907, "BARING ADDITION TO ANACORTES," according to the plat thereof recorded in Volume 2 of Plats, Page 20, records of Skagit County, Washington;

EXCEPT the following described tract:

All of Lot 16 and that portion of Lot 17, beginning at the intersection of the North line of said Lot 17 with the West line of said subdivision; thence Southeasterly to a point on the South line of said Lot 17 which is 24 feet distant along said South line from the Southeasterly corner thereof; thence Northeasterly along said South line 24 feet to the Southeasterly corner of said lot; thence Northwesterly along the East line of said lot to the Northeasterly corner; thence Southwesterly along the North line of said Lot 17 to the point of beginning;

TOGETHER WITH vacated portions of 4th Street which by operation of law attach thereto.

Situated in Skagit County, Washington.

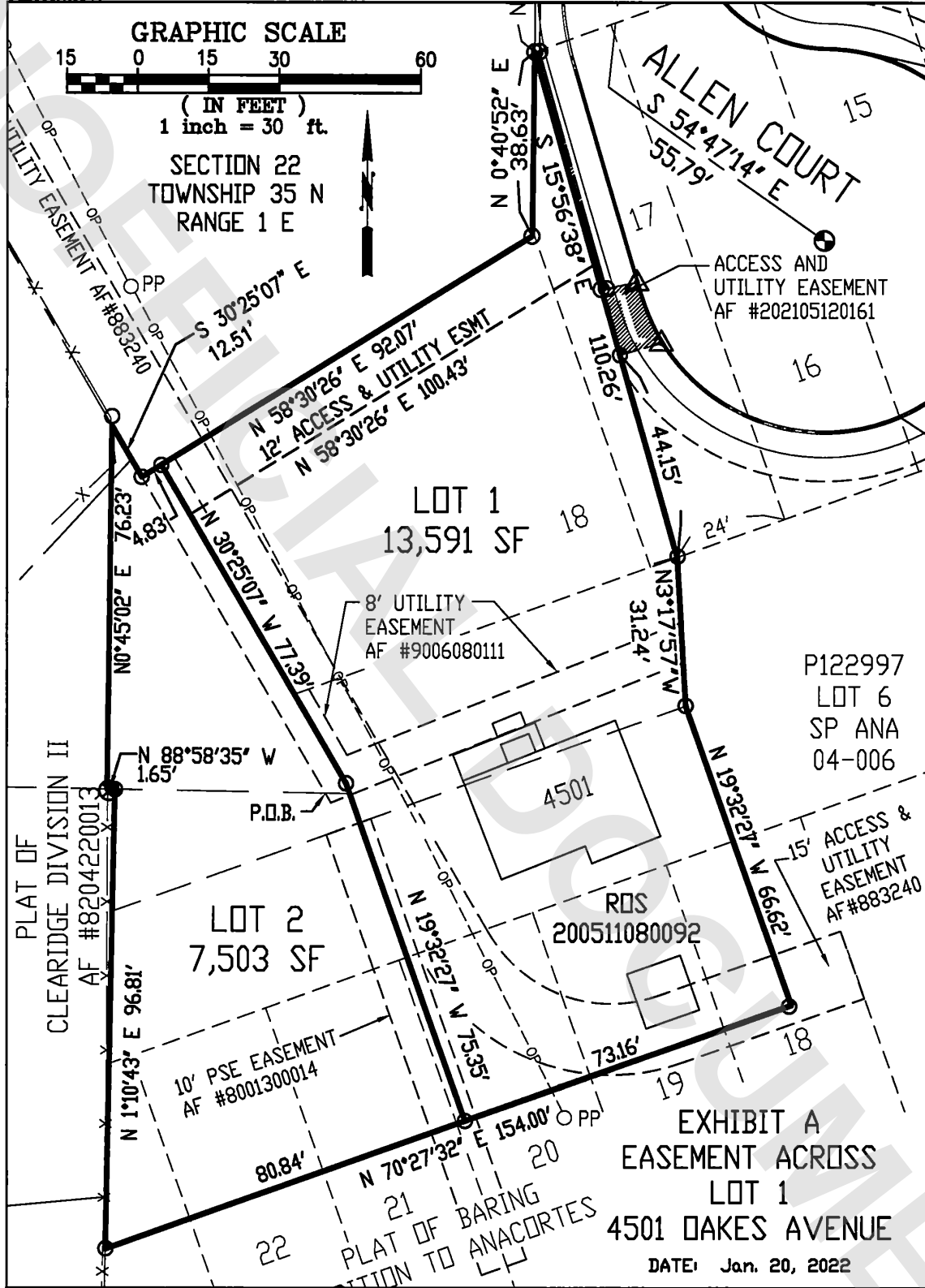


EXHIBIT D

Upon future agreements between Grantee(s) and Grantor(s).

UNOFFICIAL DOCUMENT