

RETURN ADDRESS:

Puget Sound Energy, Inc.
Attn: Real Estate/Right of Way
1660 Park Lane
Burlington, WA 98233

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Lena Thompson
DATE 04/18/2023



EASEMENT

REFERENCE #: N/A
GRANTOR: TEODOR A. REMPEL AND DORIS C. REMPEL _____
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: PTN GOVT LOT 2, SEC 26-36N-2E
ASSESSOR'S TAX #: P123399

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **TEODOR A. REMPEL and DORIS C. REMPEL**, husband and wife ("Owner"), hereby grants and conveys to **PUGET SOUND ENERGY, INC.**, a Washington corporation ("PSE"), for the purposes hereinafter set forth, a nonexclusive perpetual easement over, under, along, across and through the following described real property in Skagit County, Washington (the "Property"):

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

Except as may be otherwise set forth herein, PSE's rights shall be exercised upon that portion of the Property the ("Easement Area") described as follows:

A RIGHT OF WAY TEN (10) FEET IN WIDTH WITH FIVE (5) FEET ON EACH SIDE OF A CENTERLINE DESCRIBED AS FOLLOWS:

THE CENTERLINE OF GRANTEE'S FACILITIES AS NOW CONSTRUCTED, TO BE CONSTRUCTED, EXTENDED OR RELOCATED LYING WITHIN THE ABOVE DESCRIBED PARCEL.

1. Purpose. PSE shall have the right to use the Easement Area to construct, operate, maintain, repair, replace, improve, remove, upgrade and extend one or more utility systems for the purposes of transmission, distribution and sale of electricity. Such systems may include:

Underground facilities. Conduits, lines, cables, vaults, switches and transformers for electricity; fiber optic cable and other lines, cables and facilities for communications; semi-buried or ground-mounted facilities and pads, manholes, meters, fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any or all of the foregoing.

Following the initial construction of all or a portion of its systems, PSE may, from time to time, construct such additional facilities as it may require for such systems.

2. Access. PSE shall have a reasonable right of access to the Easement Area over and across the Property to enable PSE to exercise its rights granted in this easement.

3. Easement Area Clearing and Maintenance. PSE shall have the right to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Area. PSE shall also have the right to control, on a continuing basis and by any prudent and reasonable means, the establishment and growth of brush, trees or other vegetation in the Easement Area.

4. Restoration. Following the initial installation, repair or extension of its facilities, PSE shall, to the extent reasonably practicable, restore landscaping and surfaces and portions of the Property affected by PSE's work to the condition existing immediately prior to such work. PSE shall use good faith efforts to perform its restoration obligations under this paragraph as soon as reasonably possible after the completion of PSE's work.

5. Owner's Use of Easement Area. Owner reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided, however, Owner shall not perform the following activities without PSE's prior written consent: (1) excavate within or otherwise change the grade of the Easement Area; (2) construct or maintain any buildings, structures or other objects on the Easement Area; and/or (3) conduct any blasting within 300 feet of PSE's facilities.

6. Indemnity. PSE agrees to indemnify Owner from and against liability incurred by Owner as a result of PSE's negligence, or the negligence of PSE's employees, agents or contractors in the exercise of the rights herein granted to PSE, but nothing herein shall require PSE to indemnify Owner for that portion of any such liability attributable to the negligence of Owner, its employees, agents or contractors or the negligence of third parties.

7. Attorneys' Fees. The prevailing party in any lawsuit brought to enforce or interpret the terms of this Easement shall be entitled to recover its reasonable attorneys' fees and costs incurred in said suit, including on appeal.

8. Successors and Assigns. This Easement is binding upon and will inure to the benefit of the successors and permitted assigns of the parties. PSE may not assign or otherwise transfer any of its rights, obligations or interest under this Easement without the prior written consent of Owner, which consent may not be unreasonably withheld. Notwithstanding the foregoing, PSE may assign this Easement to an affiliate or in connection with a merger, acquisition, corporate reorganization, sale of assets or other change in control.

9. Complete Agreement; Amendment; Counterparts. This Easement contains the entire agreement of the parties with respect to this subject matter and supersedes all prior writings or discussions relating to the Easement. This Easement may not be amended except by a written document executed by the authorized representatives of Owner and PSE. This Easement may be executed in counterparts, each of which shall be treated as an original for all purposes and all executed counterparts shall constitute one agreement.

10. Warranty and Representation of Authority. The parties each represent to the other that the person or persons executing this Easement have authority to do so and to bind the parties hereunder. All consents, permissions and approvals related to this Easement, and the obligations hereunder, have been obtained. Owner further warrants to PSE that it has the necessary right, title and interests in the Property to grant the easement rights set forth herein.

11. Severability. Invalidation of any of the provisions contained in this Easement, or of the application thereof to any person, by judgment or court order, shall in no way affect any of the other provisions thereof or the application thereof to any other person and the same shall remain in full force and effect. If a provision is found to be unenforceable or invalid, that provision shall be modified or partially enforced to the maximum extent permitted by law to effectuate the purpose of this agreement.

12. Non-Waiver. The failure of any party to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which that party may have hereunder or at law or equity and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions.

DATED this 17 day of April, 2023

OWNER:

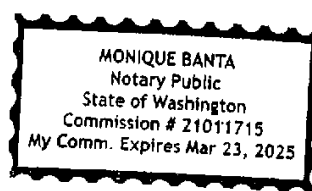
By: *Teodor A. Rempel*
TEODOR A. REMPEL

By: *Doris C. Rempel*
DORIS C. REMPEL

STATE OF WASHINGTON)
) SS
COUNTY OF Skagit)

On this 17 day of April, 2023, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **TEODOR A. REMPEL and DORIS C. REMPEL**, to me known to be the individual(s) who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER my hand and official seal hereto affixed the day and year in this certificate first above written.



Monique Banta
(Signature of Notary)
Monique Banta
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of Washington, residing
at Burlington
My Appointment Expires: 3/23/25

Notary seal, text and all notations must be inside 1" margins

Exhibit "A"**Parcel "A"**

That portion of Government Lot 2, Section 26, Township 36 North, Range 2 East, W.M., lying Southerly of the centerline of H.R. Roney Road #295;

EXCEPT the following described Tracts 1, 2, 3, 4 and 5:

1. The West 250 feet thereof.
2. Commencing at the South 1/4 corner of said Section 26; thence South 89°44'30" East, along the South line of Section 26, a distance of 667.05 feet to a nail in the black top marking 1/64th corner ; thence North 01°03'26" East, along the East line of the West 1/2 of Government Lot 2, a distance of 441.61 feet to the TRUE POINT OF BEGINNING; thence continue North 01°03'26" East, along the said East line, to the Southerly line of the H.R. Roney Road #295, said point also being the Northeast corner of that tract conveyed to Roland Richard Rueb, Jr., by deed recorded May 14, 1980, under Auditor's File No. 8005140004, records of Skagit County, Washington; thence Northerly, along said East line, a distance of 15 feet, more or less, to the centerline of the vacated H.R. Roney Road #295; thence North 82°27'40" West, along said centerline, a distance of 200.60 feet; thence South 00°47'39" West, a distance of 280.00 feet; thence Easterly in a straight line to the TRUE POINT OF BEGINNING.
3. BEGINNING at the intersection of the East line of the West 250 feet of said Government Lot 2 with the South line of said Government Lot 2; thence South 89°44'30" East, along said South line, a distance of 225.00 feet; thence North 11°39'17" West a distance of 125.00 feet; thence North 89°44'30" West a distance of 36.00 feet; thence North 11°39'17" West a distance of 121.00 feet; thence North 89°44'30" West a distance of 138.00 feet to the East line of the West 250 feet of said Government Lot 2; thence South 01°03'26" West, along the East line of the West 250 feet of said Government Lot 2 to the POINT OF BEGINNING.
4. The North 5 feet of the South 1/2 of vacated H.R. Roney Road #295 lying between the Southerly extension of the West line of Exception No. 2 above and the Southerly extension of the West line of the following described tract:

The East 16 feet of the West 80 feet of the East 160 feet of the West 1/2 of the following described property:

That portion of the West 1/2 of said Government Lot 2 lying North of the H.R. Roney Road #295;

EXCEPT the West 145 feet thereof.

5. That portion of Government Lot 2 in Section 26, Township 36 North, Range 2 East, W.M., described as follows:

BEGINNING at the South 1/4 corner of said Section 26;
 thence South 89°44'30" East along the South line of Section 26, a distance of 667.05 feet to a nail in the black top marking 1/64 corner;
 thence North 1°03'26" East, along the East line of the West 1/2 of Government Lot 2, a distance of 441.61 feet to a point 250 feet Southerly of the Southerly line of the H.R. Roney Road No. 295, and 130 feet Southerly of the Southeast corner of that tract conveyed to Roland Richmond Rueb, Jr., by deed recorded May 14, 1980, under Auditor's File No. 8005140004, records of Skagit County, Washington, and the TRUE POINT OF BEGINNING;
 thence continue North along the East line of the West 1/2 of Government Lot 2, a distance of 100 feet to the Southeast corner of a tract conveyed to David C. Moreland and Eileen K. Smith Moreland, husband and wife, by deed recorded October 22, 1990, under Auditor's File No. 9010220080, records of Skagit County, Washington;
 thence South 85°30'56" West along said South line of said Moreland tract, a distance of 100.55 feet, more or less, to the Southwest corner of said Moreland tract;
 thence North 0°47'39" East, along the West line of said Moreland tract, a distance of 180.00 feet, more or less, to the centerline of vacated H. R. Roney Road No. 295;
 thence Westerly, along the centerline of vacated H.R. Roney Road No. 295, a distance of 100.00 feet;
 thence South 0°47'39" West, a distance of 280.00 feet, more or less, to a point South 85°30'56" West of the TRUE POINT OF BEGINNING;
 thence North 85°30'56" East, a distance of 200.55 feet, more or less, to the TRUE POINT OF BEGINNING.

Parcel "B"

That portion of the West 1/2 of Government Lot 2 in Section 26, Township 36 North, Range 2 East, W.M., described as follows:

The West 24 feet of the East 40 feet of the West 80 feet of the East 160 feet of the West 1/2 of the following described property:

That portion of the West 1/2 of said Government Lot 2 lying North of the H.R. Roney Road #295,

EXCEPT the West 145 feet thereof.

Parcel "C"

That portion of the following described tide land tract in front of Government Lot 2, Section 26, Township 36 North, Range 2 East, W.M., lying Westerly of a line running North and South and

intersecting the meander line of said Lot 2 at a point 250 feet West of the Northeast corner of the West 1/2 of said Lot 2, described as follows:

BEGINNING at a point 1 chain North of the meander corner between Sections 25 and 26;
 thence North 2°37' West, 10.70 chains;
 thence North 85°53' West, 26.17 chains;
 thence North 2°37' West, 15.30 chains;
 thence South 72°49' West, 7.95 chains;
 thence South 53°07' West, 27.71 chains;
 thence South 2°37' East, 11.40 chains;
 thence North 87°23' East, 56.60 chains to the **POINT OF BEGINNING**.

EXCEPT the East 96 feet thereof,

AND EXCEPT the West 160 feet thereof.

ALL OF THE ABOVE BEING SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.

All situate in the County of Skagit, State of Washington.

The described Parcels "B" as written above does not appear to match the adjoiner descriptions to the east or west. It appears that the intent seems to be an aliquot part division of a Government Lot which is contrary to the methodology for dividing a half of a Government Lot, which should be by area.

I have rewritten the description as follows to honor the properties to the East and West and provide a surveyable boundary. The revised descriptions are as follows:

Parcel "A"

That portion of Government Lot 2, Section 26, Township 36 North, Range 2 East, W.M., lying Southerly of the centerline of H.R. Roney Road #295;

EXCEPT the following described Tracts 1, 2, 3, 4 and 5:

1. The West 250 feet thereof.
2. Commencing at the South 1/4 corner of said Section 26;
 thence South 89°44'30" East, along the South line of Section 26, a distance of 667.05 feet to a nail in the black top marking 1/64th corner ;
 thence North 01°03'26" East, along the East line of the West 1/2 of Government Lot 2, a distance of 441.61 feet to the **TRUE POINT OF BEGINNING**;
 thence continue North 01°03'26" East, along the said East line, to the Southerly line of the H.R. Roney Road #295, said point also being the Northeast corner of that tract conveyed to Roland Richard Rueb, Jr., by deed recorded May 14, 1980, under Auditor's File No. 8005140004, records of Skagit County, Washington;
 thence Northerly, along said East line, a distance of 15 feet, more or less, to the centerline of the vacated H.R. Roney Road #295;

thence North 82°27'40" West, along said centerline, a distance of 200.60 feet;
 thence South 00°47'39" West, a distance of 280.00 feet;
 thence Easterly in a straight line to the TRUE POINT OF BEGINNING.

3. BEGINNING at the intersection of the East line of the West 250 feet of said Government Lot 2 with the South line of said Government Lot 2;
 thence South 89°44'30" East, along said South line, a distance of 225.00 feet;
 thence North 11°39'17" West a distance of 125.00 feet;
 thence North 89°44'30" West a distance of 36.00 feet;
 thence North 11°39'17" West a distance of 121.00 feet;
 thence North 89°44'30" West a distance of 138.00 feet to the East line of the West 250 feet of said Government Lot 2;
 thence South 01°03'26" West, along the East line of the West 250 feet of said Government Lot 2 to the POINT OF BEGINNING.

4. The North 5 feet of the South 1/2 of vacated H.R. Roney Road #295 lying between the Southerly extension of the West line of Exception No. 2 above and the Southerly extension of the West line of the following described tract:

The East 16.00 feet (as measured perpendicular to the East line) of the West 80.00 feet (as measured perpendicular to the East line) of the East 417.50 feet (as measured perpendicular to the East line) of the West 1/2 of Government Lot 2, Section 26, Township 36 North, Range 2 East, W.M.

5. That portion of Government Lot 2 in Section 26, Township 36 North, Range 2 East, W.M., described as follows:

BEGINNING at the South 1/4 corner of said Section 26;
 thence South 89°44'30" East along the South line of Section 26, a distance of 667.05 feet to a nail in the black top marking 1/64 corner;
 thence North 1°03'26" East, along the East line of the West 1/2 of Government Lot 2, a distance of 441.61 feet to a point 250 feet Southerly of the Southerly line of the H.R. Roney Road No. 295, and 130 feet Southerly of the Southeast corner of that tract conveyed to Roland Richmond Rueb, Jr., by deed recorded May 14, 1980, under Auditor's File No. 8005140004, records of Skagit County, Washington, and the TRUE POINT OF BEGINNING;
 thence continue North along the East line of the West 1/2 of Government Lot 2, a distance of 100 feet to the Southeast corner of a tract conveyed to David C. Moreland and Eileen K. Smith Moreland, husband and wife, by deed recorded October 22, 1990, under Auditor's File No. 9010220080, records of Skagit County, Washington;
 thence South 85°30'56" West along said South line of said Moreland tract, a distance of 100.55 feet, more or less, to the Southwest corner of said Moreland tract;
 thence North 0°47'39" East, along the West line of said Moreland tract, a distance of 180.00 feet, more or less, to the centerline of vacated H. R. Roney Road No. 295;

thence Westerly, along the centerline of vacated H.R. Roney Road No. 295, a distance of 100.00 feet;
thence South 0°47'39" West, a distance of 280.00 feet, more or less, to a point South 85°30'56" West of the TRUE POINT OF BEGINNING;
thence North 85°30'56" East, a distance of 200.55 feet, more or less, to the TRUE POINT OF BEGINNING.

Parcel "B"

The West 24.00 feet (as measured perpendicular to the East line) of the East 40.00 feet (as measured perpendicular to the East line) of the West 80.00 feet (as measured perpendicular to the East line) of the East 417.50 feet (as measured perpendicular to the East line) of the West 1/2 of Government Lot 2, Section 26, Township 36 North, Range 2 East, W.M. lying North of H.R. Roney Road #295.

Parcel "C"

That portion of the following described tide land tract in front of Government Lot 2, Section 26, Township 36 North, Range 2 East, W.M., lying Westerly of a line running North and South and intersecting the meander line of said Lot 2 at a point 250 feet West of the Northeast corner of the West 1/2 of said Lot 2, described as follows:

BEGINNING at a point 1 chain North of the meander corner between Sections 25 and 26;
thence North 2°37' West, 10.70 chains;
thence North 85°53' West, 26.17 chains;
thence North 2°37' West, 15.30 chains;
thence South 72°49' West, 7.95 chains;
thence South 53°7' West, 27.71 chains;
thence South 2°37' East, 11.40 chains;
thence North 87°23' East, 56.60 chains to the POINT OF BEGINNING.

EXCEPT the East 96 feet thereof,

AND EXCEPT the West 160 feet thereof.

TOGETHER WITH that portion of the South 1/2 of vacated Roney Road right-of-way lying Easterly of the East line of the West 250.00 feet (as measured perpendicular to the West line) of Government Lot 2, Section 26, Township 36 North, Range 2 East, W.M. previously attached to the East 135.00 feet of the West 250.00 feet (as measured perpendicular to the West line) of said Government Lot 2, lying South of Roney Road.

AND TOGETHER WITH that portion of the North 1/2 of vacated H.R. Roney Road No. 295 lying Easterly of the East line of the West 250.00 feet (as measured perpendicular to the West line) of the West 1/2 of Government Lot 2, Section 26, Township 36 North, Range 2 East, W.M. and Westerly of the East line of the West 40.00 feet (as measured perpendicular to the East line) of the East 417.50 feet (as measured perpendicular to the East line) of the West 1/2 of Government Lot 2, Section 26, Township 36 North, Range 2 East, W.M.

AND TOGETHER WITH the following described parcels B, C and D of the following described property (boundary line adjustment property described in Exhibit C):

Parcel "A"

That portion of Government Lot 2 in Section 26, Township 36 North, Range 2 East, W.M., described as follows:

BEGINNING at the South 1/4 corner of said Section 26;
 thence South 89°44'30" East along the South line of Section 26, a distance of 667.05 feet to a nail in the black top marking 1/64 corner;
 thence North 1°03'26" East, along the East line of the West 1/2 of Government Lot 2, a distance of 441.61 feet to a point 250 feet Southerly of the Southerly line of the H.R. Roney Road No. 295, and 130 feet Southerly of the Southeast corner of that tract conveyed to Roland Richmond Rueb Jr., by deed recorded May 14, 1980 under Auditor's File No. 8005140004, records of Skagit County, Washington, and the TRUE POINT OF BEGINNING;
 thence continue North along the East line of the West 1/2 of Government Lot 2, a distance of 100 feet to the Southeast corner of a tract conveyed to David C. Moreland and Eileen K. Smith Moreland, husband and wife, by deed recorded October 22, 1990, under Auditor's File No. 9010220080, records of Skagit County, Washington;
 thence South 85°30'56" West along said South line of said Moreland tract, a distance of 100.55 feet, more or less, to the Southwest corner of said Moreland tract;
 thence North 0°47'39" East, along the West line of said Moreland tract, a distance of 180.00 feet, more or less, to the centerline of vacated H.R. Roney Road No. 295;
 thence Westerly, along the centerline of vacated H.R. Roney Road No. 295, a distance of 100.00 feet;
 thence South 0°47'39" West, a distance of 280.00 feet, more or less, to a point South 85°30'56" West of the TRUE POINT OF BEGINNING;
 thence North 85°30'56" East, a distance of 200.55 feet, more or less, to the TRUE POINT OF BEGINNING.

Parcel "B"

The East 16.00 feet (as measured perpendicular to the East line) of the West 40.00 feet (as measured perpendicular to the East line) of the East 377.50 feet (as measured perpendicular to the East line) of the West 1/2 of Government Lot 2, Section 26, Township 36 North, Range 2 East, W.M., lying North of vacated H.R. Roney Road No. 295.

TOGETHER WITH that portion of the vacated North 1/2 of the North 1/2 of H.R. Roney Road No. 295 within the East 5.00 feet (as measured perpendicular to the East line) of the West 40.00 feet (as measured perpendicular to the East line) of the East 377.50 feet (as measured perpendicular to the East line) of the West 1/2 of Government Lot 2, Section 23, Township 36 North, Range 2 East, W.M.

Parcel "C"

That portion of Government Lot 2, Section 26, Township 36 North, Range 2 East, W.M., described as follows:

The North 5 feet of the South 1/2 of vacated H.R. Roney Road No. 295 lying between the West line of Parcel "A" above-described and the West line of the East 5 feet of Parcel "B" above-described.

Parcel "D"

That portion of the following described tract which lies adjacent to and abuts upon Parcel "B" above-described:

That portion of the following described tide land tract in front of Government Lot 2 lying Westerly of a line running North and South and intersecting the meander line of Lot 2, Section 26, Township 36 North, Range 2 East, W.M., at a point 250 feet West of the Northeast corner of the West 1/2 of Lot 2, in Section 26, Township 36 North, Range 2 East, W.M., described as follows:

BEGINNING at a point 1 chain North of the meander corner between Sections 25 and 26;
 thence North 2°37' West, 10.70 chains;
 thence North 85°53' West, 26.17 chains;
 thence North 2°37' West, 15.30 chains;
 thence South 72°49' West, 7.95 chains;
 thence South 53°7' West, 27.71 chains;
 thence South 2°37' East, 11.40 chains;
 thence North 87°23' East, 56.60 chains to the POINT OF BEGINNING,

EXCEPT the East 80 feet thereof,

AND EXCEPT the West 160 feet thereof.

EXCEPTING FROM ALL OF THE ABOVE that portion of Government Lot 2, Section 26, Township 36 North, Range 2 East, W.M., described as follows:

BEGINNING at the South 1/4 corner of said Section 26;
 thence South 89°44'30" East for a distance of 666.56 feet (called 662.05 feet in previous description), more or less, to the Southeast corner of the West 1/2 of said Government Lot 2;
 thence South 1°03'44" East (called North 1°03'26" East on previous description) for a distance of 440.76 feet (called 441.61 feet on previous description) to a point 250.00 feet Southerly of the Southerly line of H.R. Roney Road No. 295 and being the Southeast corner of that certain parcel conveyed to Michael T. Johnson and Annette Everlove, husband and wife, by Statutory Warranty deed recorded under Auditor's File No. 200511030023 and being the TRUE POINT OF BEGINNING;
 thence North 86°44'31" West (called South 85°30'56" West on previous description) along the South line of said Johnson-Everlove parcel for a distance of 198.15 feet (called 200.55 feet on previous description) to the Southwest corner of said Johnson-Everlove parcel;
 thence South 0°47'32" West (called South 0°47'39" West on previous description) along the Southerly projection of the West line of said Johnson-Everlove parcel for a distance of 53.55 feet;

thence South 88°56'16" East for a distance of 197.76 feet, more or less, to the East line of said West 1/2 of Government Lot 2 at a point bearing South 1°03'44" West from the TRUE POINT OF BEGINNING;
thence North 1°03'44" East along said East line for a distance of 45.96 feet, more or less, to the TRUE POINT OF BEGINNING.

SUBJECT TO AND TOGETHER WITH a 20.00 foot wide non-exclusive mutually beneficial easement for ingress, egress, and utilities over, under and across a portion of Government Lot 2, being 10.00 feet left (West and Northwest) and 10.00 feet right (East and Southeast) of the following described centerline:

BEGINNING at the Southeast corner of the West 1/2 of said Government Lot 2;
thence North 89°44'30" West along the South line of said Government Lot 2 for a distance of 184.10 feet to the TRUE POINT OF BEGINNING of said centerline;
thence North 17°09'01" West for a distance of 122.77 feet;
thence North 26°11'56" West for a distance of 129.30 feet;
thence North 4°27'44" East for a distance of 54.46 feet;
thence North 36°54'52" East for a distance of 137.77 feet, more or less, to the Southwest corner of the above-described parcel and being the terminus of said centerline.

EXCEPT any portion thereof lying within Halloran Road.

Sidelines of the above-described easement are to be lengthened or shortened as necessary to conform with property lines of the subject parcels.

ALL OF THE ABOVE DESCRIBED PROPERTY BEING SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.

All situate in the County of Skagit, State of Washington.

Containing 242,174+/- sq ft, 5.6 acres