

T-66572-E
LAND TITLE COMPANY OF SKAGIT COUNTY

33°00'
+ 2°00'
35°00'

9112060131

Mutual Reciprocal Easement and Road & Power Maintenance Agreement

SKAGIT COUNTY WASHINGTON

DEC 06 1991

THIS MUTUAL RECIPROCAL EASEMENT & ROAD MAINTENANCE AGREEMENT is entered into this 6th day of December, 1991, by and between the following property owners: TOM BUGGIA and SHEILA BUGGIA, husband and wife, DAN CANTRELL and ANNE CANTRELL, husband and wife, RICHARD SIEVERS and MARILYN SIEVERS, husband and wife, JAMES UNRUH and LEANNE UNRUH, husband and wife, PHILIP WU and VIRGINIA WU, husband and wife, SOUTH CHUCKANUT JOINT VENTURE, and RICK ROCKWELL, a single man, hereinafter referred to as the "Grantors."

RECITALS:

WHEREAS, the Grantors wish to grant, convey and establish to themselves and each of them, perpetual, non-exclusive mutual reciprocal easements for ingress, egress and utilities over, under and across the common driveway which serves as the sole means of ingress and egress to the properties owned by the Grantors, and

WHEREAS, the Grantors also wish to establish Road Maintenance Agreements for the benefit of the lands owned by the parties over certain stretches of the easement area and assign responsibilities and liabilities in regards to the various stretches of the common access road as described herein.

BY THIS AGREEMENT the parties intend to provide for the continued maintenance and repair of the existing access road constructed in the easement, together with the assignment of responsibilities in regards to the installation of electrical power.

NOW, THEREFORE, the parties covenant and agree as follows:

1. MUTUAL RECIPROCAL EASEMENT. For valuable consideration, receipt of which is hereby acknowledged, Grantors hereby grant and convey to themselves and each of them, the Grantees, a perpetual, non-exclusive mutual reciprocal easement for ingress, egress and utilities sixty (60) feet in width over, under and across that certain real property situated in Skagit County, Washington, more particularly described in Exhibits "C" through "F" attached hereto and incorporated hereby by reference.

The map attached hereto as Exhibit "A" generally describes the location of the easement road. This mutual reciprocal easement is granted for the benefit of lands owned by the Grantors and Grantees herein, which are more particularly described in Exhibit "B" which is attached hereto and incorporated by reference herein. The easement entitles the Grantees and each of them to construct, improve, maintain, repair and reconstruct the road and utilities provided herein, subject to the terms of this agreement. This easement shall, in all respects, be construed as a covenant which runs with the land and shall be binding upon and inure to the benefit of the heirs, successors, assigns, and personal representatives to the parties thereto.

2. ESTABLISHMENT OF ROAD MAINTENANCE AGREEMENTS.

2.1 PURPOSE. The Grantors wish to establish separate Road Maintenance Agreements for various stretches of the easement road in order to establish an equitable

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method of payment for maintenance and repair of sections of the road which are used in common by the parties to this agreement, or to their successors and assigns.

2.1.1 Chuckanut Ridge II Section. There is herein established a Road Maintenance Agreement for the maintenance and repair of that certain stretch of road entitled "Chuckanut Ridge II." The legal description for the road subject to this agreement is attached as Exhibit "C". A map depicting the stretch of road is attached hereto as Exhibit "A".

- a. Property - The parcels subject to this Road Maintenance Agreement are all of the parcels listed in Exhibit "B".
- b. Costs - The costs of any maintenance, repair or improvement of the road above-mentioned shall be shared equally by the owners of the parcels now existing or hereinafter created from the properties owned by the parties and which are subject to this agreement. This means that if the parties should develop their respective lands into parcels constituting separate building sites, that each building site shall share equally with the others in the costs of maintaining the road.
- c. Other Conditions - All parties to the Road Maintenance Agreement agree to be bound to those terms and conditions listed in Section 4 herein.

2.1.2 Chuckanut Ridge III Section. There is herein established a Road Maintenance Agreement for the certain stretch of road entitled "Chuckanut Ridge III." The legal description of the road subject to this agreement is attached as Exhibit "D". A map depicting the stretch of road is attached as Exhibit "A".

- a. Property - The parcels subject to this Road Maintenance Agreement are all of the parcels listed in Exhibit "B", with the exception of the parcel named the "Wu Tract D." (Exhibit B-10 herein)
- b. Costs - The costs of any maintenance, repair, or improvement of the stretch of road above-mentioned shall be shared equally by the owners of parcels now existing or hereinafter created from the property owned by the parties and which are subject to this agreement. This means that if a party shall develop their respective lands into parcels constituting separate building sites, that each building site shall share equally with the others in the costs of maintaining the road.
- c. Other Conditions - All parties to the Road Maintenance Agreement agree to be bound to those terms and conditions listed in Section 4 herein.

2.1.3 Siever Lane. There is herein established a Road Maintenance Agreement for the certain stretch of road entitled Siever Lane. The legal description of the road subject to this agreement is attached as Exhibit "E". A map depicting the stretch of road is attached as Exhibit "A".

- a. Property - The parcels subject to this Road Maintenance Agreement are more particularly described and listed in Exhibit "B" as follows: Cantrell Parcel 1 (B-1 herein); Buggia Parcel 2 (B-2 herein); Cantrell Parcel 3 (B-3 herein); and Sievers Parcel 4 (B-4 herein).

b. Costs - The costs of any maintenance, repair, or improvement of the stretch of road above-mentioned shall be shared equally by the owners of parcels now existing or hereinafter created from the properties owned by the parties and which are subject to this agreement. This means that if a party shall develop their respective lands into parcels constituting separate building sites, that each building site shall share equally with the others in the costs of maintaining the road.

c. Other Conditions - All parties to the Road Maintenance Agreement agree to be bound to those terms and conditions listed in Section 4 herein.

2.1.4 Buggia Vista. There is herein established a Road Maintenance Agreement for the certain stretch of road entitled Buggia Vista. The legal description of the road subject to this agreement is attached as Exhibit "F". A map depicting the stretch of road is attached as Exhibit "A".

a. Property - The parcels subject to this Road Maintenance Agreement are more particularly described and listed in Exhibit "B" as follows: Unruh Parcel 5 (Exhibit B-5 herein); Rockwell Parcel 6 (Exhibit B-6 herein); Buggia Parcel 7 (Exhibit B-7 herein); and Buggia Parcel 8 (Exhibit B-8 herein).

b. Costs - Each parcel owner shall be required to pay an equal share of the maintenance and repair costs associated with the stretch of road from the beginning of Buggia Lane and to where it intersects with the driveway of the specific parcel owner. Each parcel owner shall no longer have any obligation to pay costs for the repair and maintenance of the stretch of road which are incurred in maintaining the road past their respective driveway. In other words, the intent of this Road Maintenance Agreement is to require only those parcel owners that would utilize the stretch of road to gain access to their property to be responsible for the maintenance and repair of that stretch of roadway. Such responsibility to repair and maintain shall be shared in common with only those other parcel owners that would use the stretch of roadway to gain access to their respective properties.

c. Other Conditions - All parties to the Road Maintenance Agreement agree to be bound to those terms and conditions listed in Section 4 herein.

3. COSTS OF LOCATING ELECTRICAL POWER. The Grantors further agree to pay for the expenses of constructing and locating underground electrical power within the common road right-of-way described in Exhibits "C" through "F". The costs of the installation of the underground electrical power shall be shared equally by all of the tracts now existing or hereinafter created from the properties as described in Exhibit "B" herein. The general conditions listed in Section 4 herein shall be applicable to the installation of power and shall be binding on all parcel owners and are incorporated by reference herein.

4. GENERAL CONDITIONS.

4.1 BINDING EFFECT. In all respects, the provisions of this agreement shall be construed and interpreted as covenants running with the land and which are appurtenant to the parcels described in Exhibit "B", and any parcels or tracts created herein shall be

binding upon and inure to the benefit of the heirs, successors in interest, assigns and personal representatives of the parties hereto.

4.2 CONDITION OF ROADWAY. The maintenance of the portions or stretches of the aforementioned roads which are used in common by the parties to this agreement, or their successors, shall be maintained and operated in accordance with the standards as established by the parties.

4.3 MAINTENANCE DECISIONS. Costs for said repair, maintenance or improvements shall not be incurred without the consent of the majority of the parcel owners responsible for payment. Any owner may improve or maintain the road at their own expense voluntarily if they should so desire. However, they should not be entitled to be reimbursed for said expenses incurred unless a majority of the owners agree to reimburse the parcel owner for the expenses of maintenance and/or improvements made.

4.4 ASSESSMENTS/LIENS. The costs for any maintenance, repairs or improvements of the roadway may be assessed against the parcels contained within the real property and owners thereof, either before or after the work is completed. Such assessment is effective upon notice to the parcel owner or at such time as the improvement is completed, whichever occurs first. If such expense or charge is not paid by the owner within thirty (30) days of receipt of written notice of assessment, then the other parcel owners who benefit by this agreement, shall be entitled to the following remedies:

- a. File a lien affecting the property owned by the owner. This lien may be foreclosed in the same form or manner of procedures as foreclosure of real property mortgage liens under the laws of the State of Washington; and/or
- b. Initiate legal action against the owner for personal judgment.

Under either Subsection 4.4(a) or 4.4(b) herein each person agrees to be obligated to pay assessments herein and recognizes that expenses of title examination, costs of attorneys, court costs and interest accruing at the rate of thirteen percent (13%) per annum shall be included with the amount of any delinquent assessment in the judgment of foreclosure of such lien.

4.5 ARBITRATION. In the event the parties responsible for payment cannot agree on the necessity of maintenance of the road, then the dispute shall be submitted to binding arbitration before a mutually agreed upon arbitrator who shall determine if the proposed action is reasonably necessary. If the applicable parties cannot agree on an arbitrator, the matter should be referred to the then president of the Whatcom County Bar Association who shall select a single arbitrator. The arbitrator's decision shall be final and not subject to appeal and have like effect as a judgment rendered by a superior court. The costs of arbitration shall be shared in the same manner as the costs of maintaining the road.

4.6. NO WAIVER. Failure to enforce any provision of this agreement shall not operate as a waiver of any such provision.

4.7. SEVERABILITY. Invalidity of any of the provisions of this agreement by judgment or court order shall in no way affect any other provisions, which shall remain in

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full force and effect.

Tom Buggia by Sheila Buggia
Attorney in Fact
Tom Buggia, personally and on behalf
of South Chuckanut Joint Venture

Dan Cantrell
Dan Cantrell, personally and on behalf
of South Chuckanut Joint Venture

Richard Sievers
Richard Sievers

James Unruh
James Unruh, personally and on behalf
of South Chuckanut Joint Venture

Philip Wu

Mike Matthews
Mike Matthews, personally and on
behalf of South Chuckanut Joint
Venture

TRIGON, INC.
A Washington Corporation, for
South Chuckanut Joint Venture

By: Richard Sievers
Richard Sievers, President

By: James A. Unruh
James Unruh, Secretary

STATE OF WASHINGTON, }
County of SKAGIT } SS.

On this 1st day of October, 1991, before me personally appeared
SHEILA BUGGIA to me known to be the individual described in and who executed the foregoing
instrument for her self and also as Attorney in fact for TOM BUGGIA
and acknowledged that she signed and sealed the same as her free and voluntary act and deed for her self and
also as her free and voluntary act and deed as Attorney in Fact for said principal for the uses and purposes therein
mentioned, and on oath stated that the Power of Attorney authorizing the execution of this instrument has not been revoked and
that the said principal is now living and is not insane.

Given under my hand and official seal the day and year last above written.
9112060131

ACKNOWLEDGEMENT,
INDIVIDUAL AND AS ATTORNEY IN FACT.

Form No. W. 13.1

Sheila Buggia
Sheila Buggia

Anne Cantrell
Anne Cantrell

Marilyn Sievers
Marilyn Sievers

Leanne Unruh
Leanne Unruh

Virginia Wu

Rick Rockwell
Rick Rockwell

[Signature]
Notary Public in and for the State of Washington,
residing at Burlington
My Appointment Expires: 1/31/94

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STATE OF WASHINGTON)
COUNTY OF ~~WHATCOM~~ ^{SKAGIT}) ss.

I certify that I know or have satisfactory evidence that DAN CANTRELL and ANNE CANTRELL are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: 12-1-91

[Signature]
Notary Public

My commission expires: 1-31-94

STATE OF WASHINGTON)
COUNTY OF WHATCOM) ss.

I certify that I know or have satisfactory evidence that RICHARD and MARILYN SIEVERS are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: 12-2-91

Karen Dee Robbins
Notary Public

My commission expires: 9-6-94

STATE OF WASHINGTON)
COUNTY OF WHATCOM) ss.

I certify that I know or have satisfactory evidence that JAMES and LEANNE UNRUH are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: 12-2-91

Karen Dee Robbins
Notary Public

My commission expires: 9-6-94

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STATE OF WASHINGTON)
COUNTY OF WHATCOM } ss.

I certify that I know or have satisfactory evidence that PHILIP and VIRGINIA WU are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: _____

Notary Public
My commission expires: _____

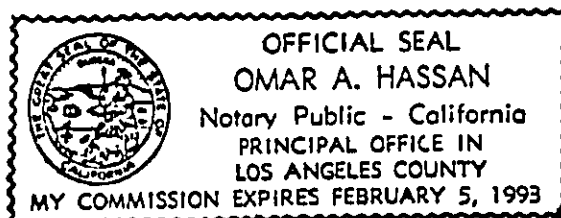
California at
STATE OF WASHINGTON)
Los Angeles
COUNTY OF WHATCOM } ss.

I certify that I know or have satisfactory evidence that RICK ROCKWELL 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: 10/10/91

Omar A. Hassan
Notary Public
My commission expires: 2/5/93

STATE OF WASHINGTON)
COUNTY OF WHATCOM } ss.



I certify that I know or have satisfactory evidence that MIKE MATTHEWS 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: _____

Notary Public
My commission expires: _____

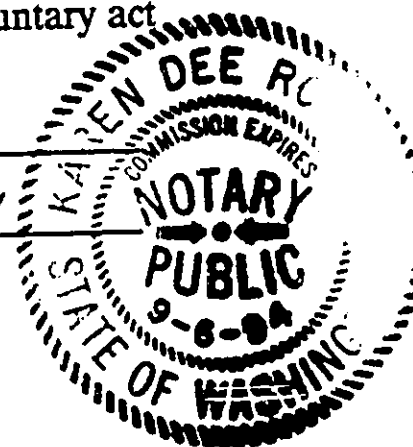
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STATE OF WASHINGTON }
COUNTY OF WHATCOM } ss.

I certify that I know or have satisfactory evidence that RICHARD SIEVERS 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 PRESIDENT of TRIGON, INC., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 12-4-91

Karen Dee Robbins
Notary Public
My commission expires: 9-6-94

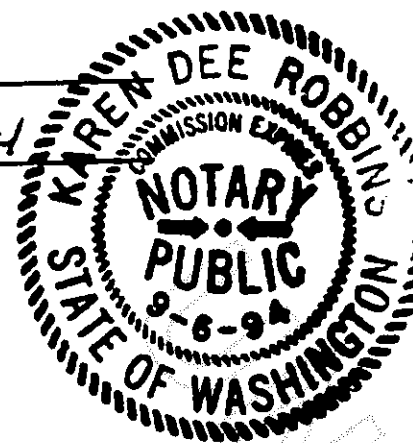


STATE OF WASHINGTON }
COUNTY OF WHATCOM } ss.

I certify that I know or have satisfactory evidence that JAMES UNRUH 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 SECRETARY of TRIGON, INC., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 12-4-91

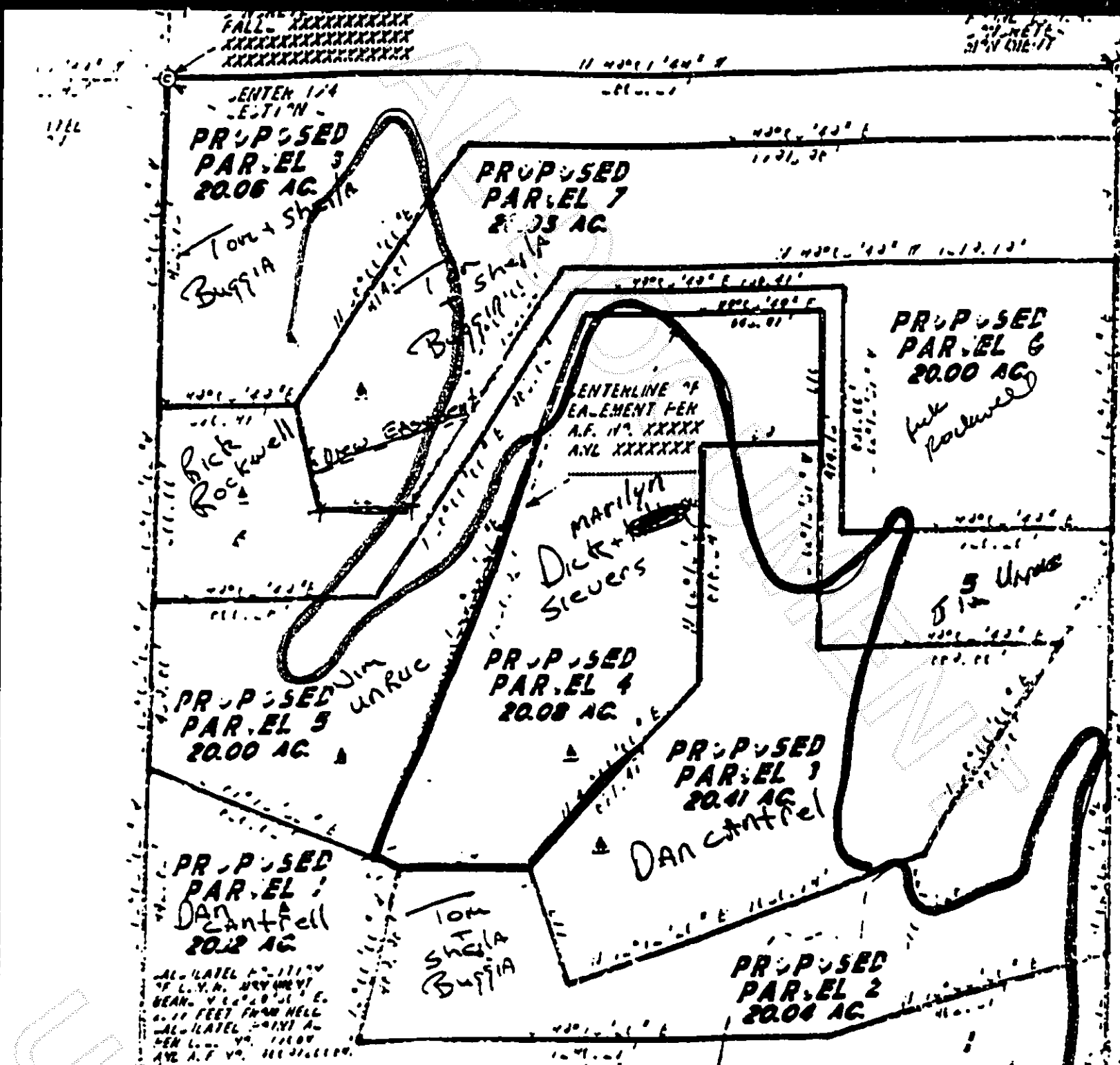
Karen Dee Robbins
Notary Public
My commission expires: 9-6-94



c:2/easements/sc-rma

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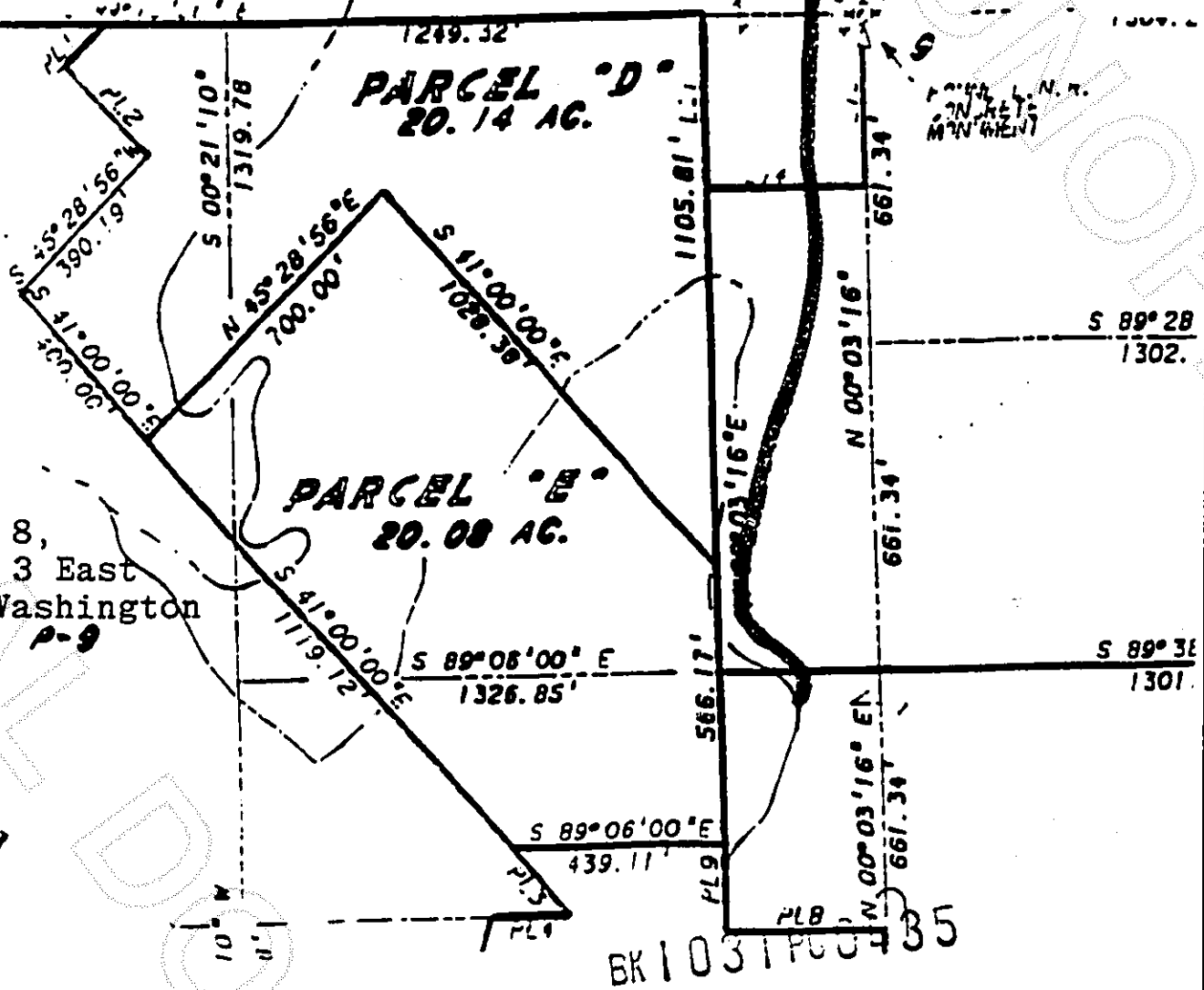
EXHIBIT
"A"



- SIEVER LANE
- CHUCKANUT RIDGE II
- CHUCKANUT RIDGE III
- BUGGIA VISTA

Portions of Sections 5 & 8,
Township 36 North, Range 3 East
of W.M., Skagit County, Washington

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EXHIBIT "B"

LIST OF NAMES OF PARCELS

Exhibit B-1
Exhibit B-2
Exhibit B-3
Exhibit B-4
Exhibit B-5
Exhibit B-6
Exhibit B-7
Exhibit B-8
Exhibit B-9

Exhibit B-10

Parcel 1 - Cantrell
Parcel 2 - Buggia
Parcel 3 - Cantrell
Parcel 4 - Sievers
Parcel 5 - Unruh
Parcel 6 - Rockwell
Parcel 7 - Buggia
Parcel 8 - Buggia
Tract E - South Chuckanut Joint Venture
and Remainder Property
Wu - Tract D

c:2/easements/sc-exb

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EXHIBIT B-1

CANTRELL - PARCEL 1

PROPOSED PARCEL
ONE

SOUTHEAST QUARTER
SECTION 5, T36N, R3E, W.M.,
OCTOBER 26, 1990

All those portions of the Southeast Quarter of Section 5, and the Northeast Quarter of the Northeast Quarter of Section 8, all in Township 36 North, Range 3 East, W.M., being more particularly described as follows:

BEGINNING at the Southeast corner of Southeast Quarter of said Section 5, Thence South 0' 03' 16" West, along the East line of said Northeast Quarter of the Northeast Quarter of Section 8, 343.20 feet; Thence North 89' 13' 20" West, 330.03 feet; Thence North 0' 03' 16" East, 343.20 feet to a point on the South line of the Southeast Quarter of said Section 5; Thence North 89' 13' 20" West along said South line, 2309.96 feet to the Southwest corner of the said Southeast Quarter of Section 5; Thence North 3' 03' 02" East along the West line of said Southeast Quarter of Section 5, 842.62 feet; Thence leaving said West line South 67' 13' 32" East, 727.53 feet; Thence South 15' 00' 00" West, 469.96 feet; Thence South 89' 13' 20" East, 1280.21 feet; Thence North 75' 53' 50" East, 902.37 feet to a point on the East line of said Southeast Quarter of Section 5; Thence South 2' 15' 57" West, along said East line, 320.06 feet, to the TRUE POINT OF BEGINNING.

Containing 20.1 Acres

All in Skagit County, Washington

SUBJECT TO: All Easements, Restrictions, and Covenants of record.

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The BASIS OF BEARING for the above description is derived from Washington State Plane Coordinate System, North Zone as per that certain Record of Survey map filed with the Skagit County Auditors Office, reference number 9009120068, by Ayers-Harrison, P.S. in 1990.





EXHIBIT B-2

BUGGIA - PARCEL 2

PROPOSED PARCEL
TWO

SOUTHEAST QUARTER
SECTION 5, T36N, R3E, W.M.,
OCTOBER 26, 1990

All that portion of the Southeast Quarter of Section 5,
Township 36 North, Range 3 East, W.M., being more
particularly described as follows:

Commencing at the Southeast corner of said Southeast
Quarter of Section 5, Thence North 2° 15' 57" East, along
the East line of said Southeast Quarter, 320.06 feet, to
the TRUE POINT OF BEGINNING; Thence leaving said
East line South 75° 53' 50" West, 802.37 feet; Thence
North 89° 13' 20" West, 1280.21 feet; Thence North 15°
00' 00" East, 469.96 feet; Thence South 89° 13' 20" East,
358.68 feet; Thence South 17° 47' 40" East, 325.76 feet;
Thence North 72° 12' 20" East, 1030.78 feet; Thence North
36° 00' 00" East, 913.83 feet to a point on the East line
of said Southeast Quarter; Thence South 2° 15' 57" West,
along said East line, 1015.88 feet, to the TRUE POINT OF
BEGINNING.

Containing 20 Acres

All in Skagit County, Washington

SUBJECT TO: All Easements, Restrictions, and Covenants of
record.

The BASIS OF BEARING for the above description is derived
from Washington State Plane Coordinate System, North Zone as
per that certain Record of Survey map filed with the Skagit
County Auditors Office, reference number 9009120068, by
Ayers-Harrison, P.S. in 1990.



9112060131

322 N. Commercial, #201 (across from City Hall) P.O. Box 5434 Bellingham, Washington 98227
(206) 671-9505 / 734-1144 FAX (206) 734-1179 1-800-548-1257

Rh 1031 Pg 438

1211, 1991

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AYERS-HARRISON



EXHIBIT B-3

CANTRELL - PARCEL 3

PROPOSED PARCEL
THREE
SOUTHEAST QUARTER
SECTION 5, T36N, R3E, W.M.,
OCTOBER 26, 1990

All that portion of the Southeast Quarter of Section 5,
Township 36 North, Range 3 East, W.M., being more
particularly described as follows:

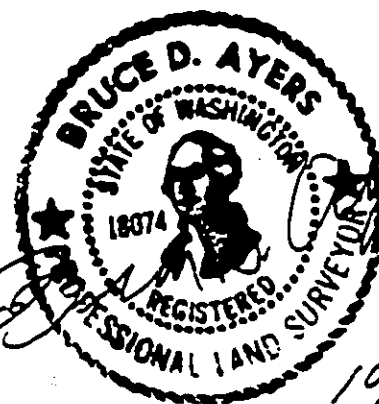
Commencing at the Southeast corner of said Southeast
Quarter of Section 5, Thence North 2' 15' 57" East, along
the East line of said Southeast Quarter, 1335.95 feet,
Thence leaving said East boundary line South 36' 00' 00"
West 253.14 feet, to the TRUE POINT OF BEGINNING; Thence
continuing South 36' 00' 00" West, 660.70 feet; Thence
South 72' 12' 20" West 1030.78 feet; Thence North 17'
47' 40" West 325.76 feet; Thence North 45' 00' 00" East
671.47 feet; Thence North 2' 15' 57" East 616.58 feet;
Thence South 89' 03' 49" East 321.90 feet; Thence South
2' 15' 57" West, 535.77 feet; Thence South 89' 03' 49"
East 669.60 feet, to the TRUE POINT OF BEGINNING.

Containing 20.4 Acres

All in Skagit County, Washington

SUBJECT TO: All Easements, Restrictions, and Covenants of
record.

The BASIS OF BEARING for the above description is derived
from Washington State Plane Coordinate System, North Zone as
per that certain Record of Survey map filed with the Skagit
County Auditors Office, reference number 9009120068, by
Ayers-Harrison, P.S. in 1990.



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322 N. Commercial, #201 (across from City Hall)
(206) 671-9505 / 734-1144

P.O. Box 5434
FAX (206) 734-1179

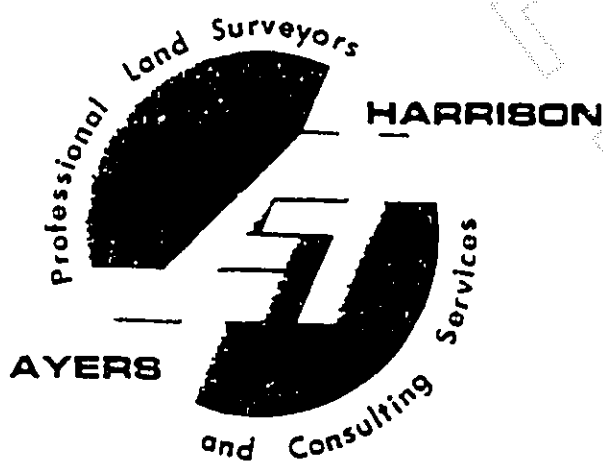
Bellingham, Washington 98227
1-800-548-1257

1211 1991

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EXHIBIT B-4

SIEVERS - PARCEL 4



PROPOSED PARCEL
FOUR
SOUTHEAST QUARTER
SECTION 5, T36N, R3E, W.M.
OCTOBER 26, 1990

All that portion of the Southeast Quarter of Section 5,
Township 36 North, Range 3 East, W.M., being more
particularly described as follows:

Commencing at the Southeast corner of said Southeast
Quarter of Section 5, Thence North 2' 15' 57" East, along
the East line of said Southeast Quarter, 1664.46 feet,
thence leaving said East line North 89' 03' 49" West,
810.22 feet, to the TRUE POINT OF BEGINNING; Thence
continuing North 89' 03' 49" West, 321.90 feet; Thence
South 2' 15' 57" West, 616.58 feet; Thence South 45'
00' 00" West, 671.47 feet; Thence North 89' 13' 20" West,
358.68 feet; Thence North 67' 13' 32" West, 77.50 feet;
Thence North 23' 55' 21" East, 1530.92 feet; Thence South
89' 03' 49" East, 643.81 feet; Thence South 2' 15' 57"
West, 338.38 feet, to the TRUE POINT OF BEGINNING.

Containing 20.1 Acres

All in Skagit County, Washington

SUBJECT TO: All Easements, Restrictions, and Covenants of
record.

The BASIS OF BEARING for the above description is derived
from Washington State Plane Coordinate System, North Zone as
per that certain Record of Survey map filed with the Skagit
County Auditors Office, reference number 9009120068, by
Ayers-Harrison, P.S. in 1990.



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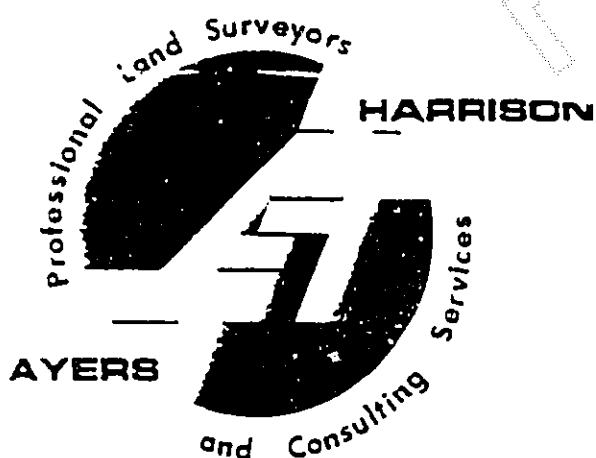
Bellingham, Washington 98227
1-800-548-1257

1211 1991

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EXHIBIT B-5

UNRUH - PARCEL 5



PROPOSED PARCEL
FIVE

SOUTHEAST QUARTER
SECTION 5, T36N, R3E, W.M.
OCTOBER 26, 1990

All that portion of the Southeast Quarter of Section 5,
Township 36 North, Range 3 East, W.M., being more
particularly described as follows:

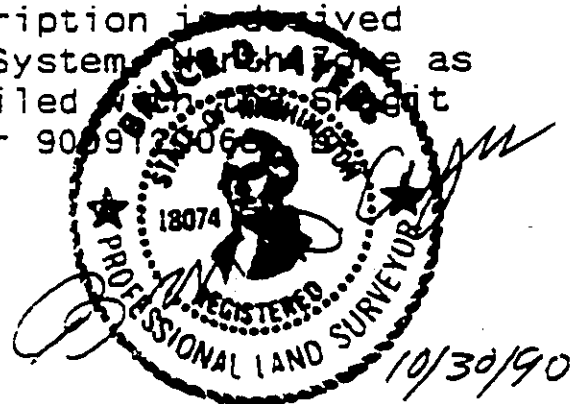
Commencing at the Southeast corner of said Southeast
Quarter of Section 5, Thence North 2' 15' 57" East, along
the East line of said Southeast Quarter, 1335.95 feet,
to the TRUE POINT OF BEGINNING; Thence leaving said East
line South 36' 00' 00" West, 253.14 feet; Thence North
89' 03' 49" West, 669.60 feet; Thence North 2' 15' 57"
East, 874.15 feet; Thence North 89' 03' 49" West, 643.81
feet; Thence South 23' 55' 21" West, 1530.92 feet; Thence
North 67' 13' 32" West, 650.03 feet to, a point on, the
West line of said Southeast Quarter; Thence North 3'
03' 02" East, along said West line, 439.60 feet; Thence
leaving said West line South 89' 03' 49" East, 600.56
feet; Thence North 36' 00' 00" East, 963.05 feet; Thence
South 89' 03' 49" East, 736.41 feet; Thence South 2'
15' 57" West, 630.00 feet; Thence South 89' 03' 49" East,
750.20 feet to the East line of said Southeast Quarter;
Thence South 2' 15' 57" West, along Said East line, 96.91
feet, to the TRUE POINT OF BEGINNING.

Containing 20 Acres

All in Skagit County, Washington

SUBJECT TO: All Easements, Restrictions, and Covenants of
record.

The BASIS OF BEARING for the above description is derived
from Washington State Plane Coordinate System, North Zone as
per that certain Record of Survey map filed with the Skagit
County Auditors Office, reference number 900912006
Ayers-Harrison, P.S. in 1990.



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322 N. Commercial, #201 (across from City Hall) P.O. Box 5434 Bellingham, Washington 98227
(206) 671-9505 / 734-1144 FAX (206) 734-1179 1-800-548-1257

1211 1991

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EXHIBIT B-6

ROCKWELL - PARCEL 6



PROPOSED PARCEL
SIX
SOUTHEAST QUARTER
SECTION 5, T36N, R3E, W.M.
OCTOBER 26, 1990

All that portion of the Southeast Quarter of Section 5,
Township 36 North, Range 3 East, W.M., being more
particularly described as follows:

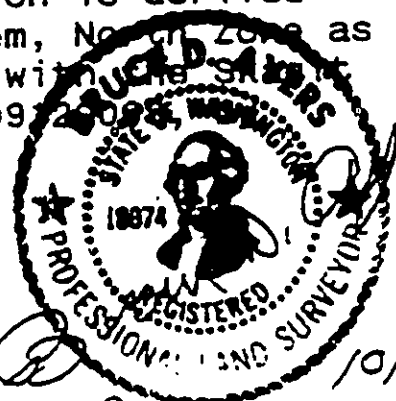
Commencing at the Southeast corner of said Southeast
Quarter of Section 5, Thence North 2° 15' 57" East, along
the East line of said Southeast Quarter, 1432.86 feet,
to the TRUE POINT OF BEGINNING; Thence leaving said East
line North 89° 03' 49" West, 750.20 feet; Thence North 2°
15' 57" East, 630.00 feet; Thence North 89° 03' 49" West,
736.41 feet; Thence South 36° 00' 00" West, 963.05 feet;
Thence North 89° 03' 49" West, 600.56 feet to, a point
on, the West line of said Southeast Quarter; Thence
North 3° 03' 02" East, along said West line, 500.00 feet;
Thence leaving said West line South 89° 03' 49" East,
370.81 feet; Thence South 12° 00' 00" East, 275.00 feet;
Thence South 89° 03' 49" East, 239.01 feet; Thence North
36° 00' 00" East, 753.35 feet; Thence South 89° 03' 49"
East, 1519.19 feet to a point on said East line; Thence
South 2° 15' 57" West, along said East line, 690.02 feet,
to the TRUE POINT OF BEGINNING.

Containing 20 Acres.

All in Skagit County, Washington

SUBJECT TO: All Easements, Restrictions, and Covenants of
record.

The BASIS OF BEARING for the above description is derived
from Washington State Plane Coordinate System, North Zone as
per that certain Record of Survey map filed with the Skagit
County Auditors Office, reference number 9009, 2009, 2009,
Ayers-Harrison, P.S. in 1990.



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EXHIBIT B-8

BUGGIA - PARCEL 7



PROPOSED PARCEL
SEVEN
SOUTHEAST QUARTER
SECTION 5, T36N, R3E, W.M.
OCTOBER 26, 1990

All that portion of the Southeast Quarter of Section 5,
Township 36 North, Range 3 East, W.M.. being more
particularly described as follows:

Commencing at the Southeast corner of said Southeast
Quarter of Section 5, Thence North 2' 15'57" East, along
the East line of said Southeast Quarter, 2122.87 feet,
to the TRUE POINT OF BEGINNING; Thence North 89' 03'49"
West, 1519.19 feet; Thence South 36' 00'00" West, 753.35
feet; Thence North 89' 03'49" West, 239.01 feet; Thence
North 12' 00'00" West, 275.00 feet; Thence North 36'
00'00" East, 814.61 feet; Thence South 89' 03'49" East,
1791.96 feet to a point on the East line of said
Southeast Quarter; Thence South 2' 15'57" West, along
said East line, 318.25 feet, to the TRUE POINT OF
BEGINNING.

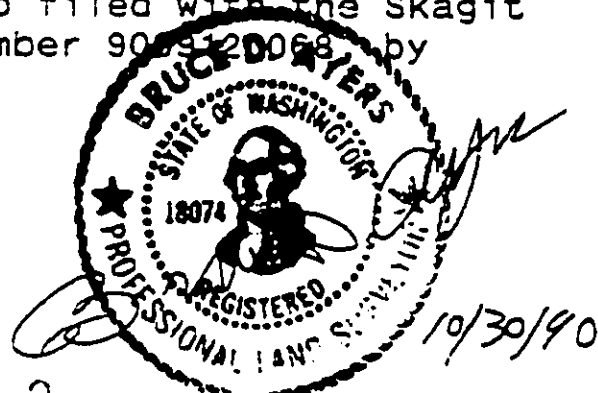
Containing 20 Acres.

All in Skagit County, Washington.

SUBJECT TO: All Easements, Restrictions, and Covenants of
record.

The BASIS OF BEARING for the above description is derived
from Washington State Plane Coordinate System, North Zone as
per that certain Record of Survey map filed with the Skagit
County Auditors Office, reference number 9009120068, by
Ayers-Harrison, P.S. in 1990.

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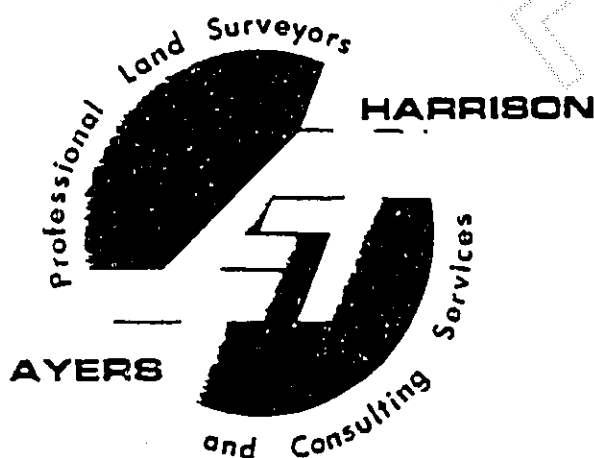


EXHIBIT B-8

BUGGIA - PARCEL 8

PROPOSED PARCEL
EIGHT

SOUTHEAST QUARTER
SECTION 5, T36N, R3E, W.M.
OCTOBER 26, 1990

All that portion of the Southeast Quarter of Section 5,
Township 36 North, Range 3 East, W.M., being more
particularly described as follows:

Commencing at the Southeast corner of said Southeast
Quarter of Section 5, Thence North 2' 15' 57" East, along
the East line of said Southeast Quarter, 2441.12 feet,
to the TRUE POINT OF BEGINNING; Thence leaving said East
line North 89' 03' 49" West, 1791.96 feet; Thence South
36' 00' 00" West, 814.61 feet; Thence North 89' 03' 49"
West, 370.81 feet to a point on the West line of said
Southeast Quarter; Thence North 3' 03' 02" East, along
said West line, 851.21 feet to the Northwest corner of
said Southeast Quarter; Thence South 89' 03' 49" East,
along the North line of said Southeast Quarter, 2603.62
feet to the Northeast corner of said Southeast Quarter;
Thence South 2' 15' 57" West, along the East line of said
Southeast Quarter, 183.91 feet, to the TRUE POINT OF
BEGINNING.

Containing 20.1 Acres

All in Skagit County, Washington.

SUBJECT TO: All Easements, Restrictions, and Covenants of
record.

The BASIS OF BEARING for the above description is derived
from Washington State Plane Coordinate System, North Zone as
per that certain Record of Survey map filed with the Skagit
County Auditors Office, reference number 9500120068, by
Ayers-Harrison, P.S. in 1990.

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10/30/90

EXHIBIT B-9

SOUTH CHUCKANUT JOINT VENTURE - TRACT E

①
JUL

①

T. E

A portion of the Northeast $\frac{1}{4}$ of Section 8, Township 36 North, Range 3 East of the W.M., Skagit County, Washington more particularly described as follows:

Beginning at the Northeast corner of the Northeast $\frac{1}{4}$ of said Section 8;
Thence North $89^{\circ}13'20''$ West, 330.03 feet along the North line of said Northeast $\frac{1}{4}$;
Thence South $00^{\circ}03'16''$ West, 1105.81 feet to the True Point of Beginning for this Parcel;
Thence continuing South $00^{\circ}03'16''$ West, 566.17 feet;
Thence North $89^{\circ}06'01''$ West, 439.11 feet to a point on the Northeasterly line of that certain parcel titled "P-9" on "Exhibit A" of that certain "Statutory Warranty Deed" filed for record with the Skagit County Auditor's office in Volume 845, of Deeds, Page 254, and also under Reference Number 8909270054;
Thence North $41^{\circ}00'00''$ West along said Northeasterly line 1119.12 feet;
Thence North $45^{\circ}28'56''$ East 700.00 feet;
Thence South $41^{\circ}00'00''$ East, 1028.38 feet to the True Point of Beginning.

TOGETHER WITH "Driveway Easement A" as per that certain agreement titled "DECLARATIONS OF COVENANTS, CONDITIONS & RESTRICTIONS AND ROAD MAINTENANCE AGREEMENT", filed for record with the Skagit County Auditor's Office under Auditor's File No. 8909270044.

THE BASIS OF BEARING orientation for the above description is derived from Washington State Grid as per Record of Survey map filed with Skagit County Auditors Office, reference number 800108007, 1977. Coordinate grid location was held at the $\frac{1}{4}$ corner between Sections 8 and 9. Then the line between the said $\frac{1}{4}$ corner and the common Section corner of Sections 8, 9, 16 and 17 was rotated $00^{\circ}00'11''$ East to conform with an unrecorded historical survey in Section 8 performed by L.S. #17088, in 1981. This description and the parcel it describes is depicted on that certain Record of Survey map prepared by Ayers-Harrison, P.S., in the summer of 1989, reference by Job Number 89029.

Situate in the County of Skagit, State of Washington.

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EXHIBIT B-9 - Cont.

SOUTH CHUCKANUT JOINT VENTURE REMAINDER PROPERTY

Balance of Property
in Section 8
Not currently in a 20 acre
Parcel
September 30, 1991

A portion of the Northeast Quarter of Section 8, Township 35 North, Range 3 East, W.M., Skagit County, Washington being more particularly described as follows:

Commencing at the Northeast corner of the Northeast quarter of said Section 8; thence South 00°03'16" West for a distance of 343.20 feet along the East line of said Section 8 to the true point of beginning for this description; thence continuing South 00°03'16" West, for a distance of 979.48 feet to the Southeast corner of the Northeast quarter said Section 8; thence North 89°03'54" West for a distance of 330.04 feet; thence North 00°03'16" East, parallel to the East line of the Northeast quarter of said Section 8, for a distance of 978.57 feet; thence South 89°13'20" East for a distance of 330.03 feet to the true point of Beginning.

Said parcel containing 7.4 acres.

Subject to all easement, restrictions and covenants of record.

The BASIS OF BEARING orientation for the above description is derived from Washington State Grid, as per existing monuments depicted on that certain Record of Survey map filed with the Skagit County Auditors Office, reference number 9009120068, 1990 Ayers-Harrison, P.S.

Author's note: the above parcel is not an approved lot of record. It is understanding of Christenson Engineering Corporation that the client will be attaching this parcel to another adjoining parcel in the future. Current zoning is 20 acre minimum the above parcel is not 20 acre in size.

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BR 1031 Pg 446

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Schedule "A-1"

EXHIBIT B-10

P-63714

DESCRIPTION:

WU - TRACT D

A portion of the Northeast 1/4 of Section 8, Township 36 North, Range 3 East, W.M., Skagit County, Washington, more particularly described as follows:

Beginning at the Northeast corner of the Northeast 1/4 of said Section 8;
thence North 89°13'20" West, 330.03 feet along the North line of said Northeast 1/4 to the true point of beginning for this parcel;
thence South 00°03'16" West, 1105.81 feet;
thence North 41°00'00" West, 1028.38 feet;
thence South 45°28'56" West, 700.00 feet to a point on the North-easterly line of that certain parcel titled "P-3" on "Exhibit A" of that certain "Statutory Warranty Deed" filed for record with the Skagit County Auditor's Office in Volume 845 of Deeds, page 254, and also under Auditor's File No. 8909270054;
thence North 41°00'00" West along said Northeasterly line 400 feet to a point on the Southeasterly line of that certain parcel title "P-5" on "Exhibit A" of that certain "Statutory Warranty Deed" filed for record with the Skagit County Auditor's Office in Volume 845, of Deeds, page 169, and also under Auditor's File No. 8909270044;
thence North 45°28'56" East along the Southeasterly line of said "P-5" 390.19 feet;
thence continuing North 44°31'04" West, 250.00 feet to a point on the Southeasterly line of that certain parcel titled "P-5" on "Exhibit A" of that certain "Statutory Warranty Deed" filed for record with the Skagit County Auditor's Office in Volume 845 of Deeds, page 167, and also under Auditor's File No. 8909270044;
thence North 45°28'56" East along the Southeasterly line of said "P-5", 119.40 feet to a point of intersection with the North line of the Northeast 1/4 of said Section 8;
thence along the North line of said Northeast 1/4 South 89°13'20" East, 1249.32 feet to the true point of beginning.

TOGETHER WITH "Driveway Easement A" as per that certain agreement titled "Declarations of Covenants, Conditions & Restrictions and Road Maintenance Agreement", filed for record with the Skagit County Auditor's Office in Volume 845 of Deeds, pages 145 to 234, inclusive, under Auditor's File No. 8909270044.

The basis of bearing orientation for the above description is derived from Washington State Grid as per record of Survey map filed with the Skagit County Auditor's File No. 8001080007, 1977. Coordinate grid location was held at the 1/4 corner between Sections 8 and 9. Then the line between the said 1/4 corner of the common section corner of Sections 8, 9, 16 and 17 was rotated 00°00'11" East to conform with an unrecorded historical survey in Section 8 performed by L.S. #17068, in 1981. This description and the parcel it describes is depicted on that certain Record of Survey map prepared by Ayers-Harrison, P.S., in the summer of 1989, reference by Job Number 89029.

Situate in the County of Skagit, State of Washington.

Containing 20 acres; more or less.

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STATE OF WASHINGTON, }

County of Whatcom } ss.

On this day personally appeared before me

to me known to be the individuals described in and 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 this 12 day of September, 1990

9609170052

ACKNOWLEDGMENT, INDIVIDUAL

Form No. W-16

Notary Public in and for the State of Washington
residing at

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CHRISTENSON ENGINEERING CORPORATION



EXHIBIT "C" .

Chuck Ridge II
Driveway Easement
September 26, 1991
By Bruce D. Ayers, P.L.S.

An easement for ingress, egress, and utilities over, under, and across all those portions of the Southeast quarter of Section 5, and of the Northeast quarter of Section 8, all in Township 36 North, Range 3 East of W.M., Skagit County, Washington, said easement being a strip of land 60.00 feet in width and 30.00 feet on each side of the following described center line:

Commencing at the Southwest corner of the Southeast Quarter of said Section 5, thence along the South line of said Southeast Quarter South 89°13'20" East, 2639.88 feet to the Southeast corner of said Section 5; thence South 07°10'45" West for a distance of 1450.22 feet to a point a curve to the left, said curve having a radius of 99.69 feet, said curve to the left containing a central angle of 84°09'05", and an arc distance of 146.42 feet to a point of reverse curvature, and the end point for "Main Road" driveway easement, and the true point of beginning of this easement center line description; Thence North 14°06'22" East for a distance of 85.27 feet to the point of curvature of a curve to the left, said curve having a radius of 60.33 feet; thence Northerly and Westerly, following said curve to the left through a central angle of 79°18'10", for an arc distance of 83.50 feet to the end of said curve; thence North 65°11'48" West for a distance of 53.04 feet to the point of curvature of a curve to the right, said curve having a radius of 67.14 feet; thence Westerly and Northerly, following said curve to the right through a central angle of 73°20'54" for a distance of 85.96 feet to the end of said curve; thence North 08°09'06" East for a distance of 99.79 feet; thence North 14°11'31" East for a distance of 594.05 feet to the point of curvature of a curve to the left, said curve having a radius of 425.79 feet; thence Northerly, following said curve to the left through a central angle of 18°40'18", for an arc distance of 138.76 feet to the end of said

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curve; thence North 04°28'47" West for a distance of 231.41 feet to the point of curvature of a curve to the right, said curve having a radius of 336.43 feet; thence Northerly, following said curve to the right through a central angle of 15°14'14", for an arc distance of 89.47 feet to the end of said curve; thence North 10°45'27" East for a distance of 64.46 feet; thence continuing on a bearing of North 10°45'27" East for a distance of 67.33 feet to the point of curvature of a curve to the left, said curve having a radius of 705.68 feet; thence Northerly, following said curve to the left through a central angle of 08°06'21", for an arc distance of 99.83 feet to the end of said curve; thence North 02°39'06" East for a distance of 386.13 feet to the point of curvature of a curve to the right, said curve having a radius of 425.03 feet; thence Northerly and Easterly, following said curve to the right through a central angle of 16°04'13", for an arc distance of 119.21 feet to the end of said curve; thence North 18°53'33" East for a distance of 88.80 feet; thence North 21°29'14" East for a distance of 90.74 feet to the point of curvature of a curve to the left, said curve having a radius of 71.49 feet; thence Northerly, following said curve to the left through a central angle of 38°17'50", for an arc distance of 47.79 feet to a point of compound curvature, said curve having a radius of 34.00 feet, thence Northerly and Westerly, following said curve to the left through a central angle of 96°30'58", for an arc distance of 57.27 feet to a point of compound curvature, said curve having a radius of 74.40 feet, thence Westerly and Southerly, following said curve to the left through a central angle of 39°41'58", for an arc distance of 51.55 feet to the end of said curve; thence South 26°58'28" West for a distance of 252.24 feet to the point of curvature of a curve to the left, said curve having a radius of 283.91 feet; thence South Westerly, following said curve to the left through a central angle of 12°03'50", for an arc distance of 59.78 feet to the end of said curve; thence South 14°54'38" West for a distance of 37.97 feet to the point of curvature of a curve to the right, said curve having a radius of 73.96 feet; thence Southerly and Westerly, following said curve to the right through a central angle of 62°38'08", for an arc distance of 80.85 feet to the end of said curve; thence South 77°32'46" West for a distance of 50.90 feet to the point of curvature of a curve to the left, said curve having a radius of 290.75 feet; thence South Westerly, following said curve to the left through a central angle of 11°46'55", for an arc distance of 59.79 feet to the end of said curve; thence South 65°45'51" West for a distance of 74.33 feet to the point of curvature of a curve to the right, said curve having a radius of 51.14 feet; thence Westerly and Northerly, following said curve to the right through a

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CHRISTENSON ENGINEERING CORPORATION



EXHIBIT "D"

Chuck Ridge III
Driveway Easement
Septemeber 26, 1991
by Bruce D. Ayers, P.L.S.

An easement for ingress, egress, and utilities over, under, and across all that portion of the Southeast quarter of Section 5, Township 36 North, Range 3 East of W.M., Skagit County, Washington, said easement being strip of land 60.00 feet in width, 30.00 feet on each side of the following described center line:

Commencing at the Southeast corner of the Southeast quarter of said Section 5: thence North 89°13'20" West along the South line of said Section 5, for a distance of 109.78 feet; thence North 37°20'32" West for a distance of 729.94 feet to the end point of "Chuck Ridge II" and true point of beginning for this center line; thence Westerly and Southerly, following a curve to the left through a central angle of 52°41'54", for an arc distance of 38.95 feet to a point of reverse curvature; Thence Southerly, Westerly and Northerly, along a curve to the right, said curve having a radius of 89.00 feet; through a central angle of 132°37'53" for an arc distance of 206.02 feet to the end of said curve; Thence North 08°36'20" East for a distance of 220.34 feet; Thence North 16°20'09" East for a distance of 453.72 feet; Thence North 23°23'21" East for a distance of 141.30 feet to the point of curvature of a curve to the left, said curve having a radius of 29.90 feet; Thence Northerly, Westerly and Southerly, following said curve to the left through a central angle of 171°59'48", for an arc distance of 89.74 feet to the end of said curve; Thence South 31°23'34" West for a distance of 146.02 feet to the point of curvature of a curve to the right, said curve having a radius of 128.80 feet; Thence Southerly and Westerly, following said curve to the right through a central angle of 64°57'48" for an arc distance of 146.04 feet to the end of said curve; Thence North 83°38'38", West for a distance of 54.80 feet to the point of curvature of a curve to the right, said curve having a radius of 85.80 feet; Thence Westerly and Northerly, following said curve to the right through a central angle of 55°21'00", for an arc distance of 82.89 feet to the end of said curve; Thence North 28°17'38" West for a distance of 109.67 feet to the point of curvature of a curve to the right, said curve having a

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radius of 272.28 feet; Thence Northerly, following said curve to the right through a central angle of 23°38'52", for an arc distance of 112.38 feet to the end of said curve; Thence North 04°38'46" West for a distance of 250.95 feet to the point of curvature of a curve to the left, said curve having a radius of 143.56 feet; Thence Northerly and Westerly, following said curve to the left through a central angle of 34°48'31", for an arc distance of 87.22 feet to the end of said curve; thence North 39°27'16" West for a distance of 152.99 feet to the point of curvature of a curve to the left, said curve having a radius of 130.02 feet; Thence Northerly and Westerly, following said curve to the left through a central angle of 42°04'13", for an arc distance of 95.47 feet to the end of said curve; thence North 81°31'29" West for a distance of 79.86 feet to the point of curvature of a curve to the left said curve having a radius of 69.86 feet; thence Westerly and Southerly, following said curve to the left through a central angle of 71°11'13", for an arc distance of 86.79 feet to the end of said curve; thence South 27°17'17" West for a distance of 134.38 feet; thence South 22°15'36" West for a distance of 131.29 feet to the end of this center line easement description, said point also being the point of beginning of "BuggiaVista" driveway easement.

The BASIS OF BEARING orientation for the above description is derived from Washington State Grid as per existing monuments depicted on that certain Record of Survey map filed with the Skagit County Auditors Office, reference number 9009120068, 1990 Ayers-Harrison, P.S.

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central angle of $103^{\circ}36'36''$, for a distance 92.48 feet to the end of said curve; thence North $10^{\circ}37'33''$ West for a distance of 72.91 feet to the point of curvature of a curve to the left, said curve having a radius of 42.35 feet; thence Northerly and Westerly, following said curve to the left through a central angle of $60^{\circ}42'05''$, for an arc distance of 44.86 feet to the end of this easement description.

The BASIS OF BEARING orientation for the above description is derived from Washington State Grid as per existing monuments depicted on that certain Record of Survey map filed with the Skagit County Auditors Office, reference number 9009120068, 1990 Ayers-Harrison, P.S.

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EXHIBIT "E" .

Sievers Lane Driveway Easement
September 26, 1991
by Bruce D. Ayers, P.L.S.

An easement for ingress, egress, and utilities over, under and across all that portion of the Southeast quarter of Section 5, Township 36 North, Ranger 3 East of W.M., Skagit County, Washington, a strip of land 60.00 feet in width, being 30.00 feet on each side of the following described center line:

Commencing at the Southeast corner of said Section 5; Thence North 89°13'20" West along the South line thereof, for a distance of 109.78 feet; thence North 37°23'38" West for a distance of 2226.68 feet to the true point of beginning of this easement center line, also being the end of "Chuck III" driveway easement; thence along a curve to the right, said curve having a radius of 87.52 feet, with central angle of 60°10'46", and an arc distance of 91.92 feet; thence from the said true point of beginning of this easement description, South 21°23'24" West for a distance of 268.02 feet; thence South 28°41'45" West for a distance of 117.22 feet; thence South 29°10'30" West for a distance of 206.75 feet; thence South 25°34'41" West for a distance of 274.80 feet; thence South 22°07'39" West for a distance of 221.64 feet; thence South 06°46'55" West for a distance of 132.67 feet; thence South 76°24'04" East for a distance of 87.96 feet; thence South 25°43'06" East for a distance of 97.92 feet to the point of Curvature of a curve to the left, said curve having a radius of 47.28 feet; thence Southerly, Easterly, and Northerly, following said curve or the left through a central angle of 73°01'23", for an arc distance of 60.26 feet to the end of said curve; thence North 81°15'31" East for a distance of 182.80 feet; thence North 61°46'17" East, for a distance of 24.60 feet; thence North 28°28'13" East, 110.78 feet; thence along the common line between proposed parcels 3 and 4 North 45°00'00 East 201.80 feet to the end of this center line easement description.

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The BASIS OF BEARING orientation for the above description is derived from Washington State Grid as per existing monuments depicted on that certain Record of Survey map filed with the Skagit County Auditors Office, reference number 9009120068, 1990 Ayers-Harrison, P.S.

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CHRISTENSON ENGINEERING CORPORATION



EXHIBIT "F"

BuggiaVista Driveway Easement
September 26, 1991
by Bruce D. Ayers, P.L.S.

An Easement for ingress, egress and Utilities over, under, and across all that portion of the Southeast quarter of Section 5, Township 36 North, Range 3 East of W.M., Skagit County, Washington, being a strip of land 60.00 feet in width, and 30.00 feet on each side of the following described center line:

Commencing at the Southwest corner of the Southeast Quarter of said section 5, thence South 89°13'20" East 2639.88 feet to the Southeast corner of said Section 5; thence North 39°32'52" West, a distance of 2296.15 feet to the point of curvature of a curve to the right, said point being the true point of beginning for this description; the center of said curve bearing North 67°44'24" West from the said point of curvature; said curve having a radius of 87.52 feet; thence Southerly and Westerly, following said curve to the right through a central angle of 60°10'46", for an arc distance of 91.92 feet to a point of reverse curvature; thence Westerly and Southerly, following a curve to the left, said curve having a radius of 97.70 feet, through a central angle of 54°51'53", for an arc distance of 93.55 feet to the end of said curve; thence South 27°34'29" West for a distance of 234.37 feet to the point of curvature of a curve to the right, said curve having a radius of 259.36 feet; thence Southerly and Westerly, following said curve to the right through a central angle of 38°16'30", for an arc distance of 173.26 feet to the end of said curve; thence South 65°50'59" West for a distance of 112.44 feet to the point of curvature of a curve to the left, said curve having a radius of 204.01 feet; thence Westerly and Southerly, following said curve to the left through a central angle of 27°32'29", for an arc distance of 98.07 feet to the end of said curve; thence South 38°18'30" West for a distance of 150.16 feet to the point of curvature of a curve to the right, said curve having a radius of 62.20 feet; thence Southerly, Westerly, and Northerly,

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following said curve to the right through a central angle of $155^{\circ}08'17''$, for an arc distance of 168.42 feet to the end of said curve; thence North $13^{\circ}26'47''$ East for a distance of 31.06 feet to the point of curvature of a curve to the right, said curve having a radius of 143.20 feet; thence Northerly and Easterly, following said curve to the right through a central angle of $38^{\circ}29'39''$, for an arc distance of 96.21 feet to the end of said curve; thence North $51^{\circ}56'26''$ East for a distance of 110.38 feet to the point of curvature of a curve to the left, said curve having a radius of 341.91 feet; thence Easterly and Northerly, following said curve to the left through a central angle of $13^{\circ}20'43''$, for an arc distance of 79.64 feet to the end of said curve; thence North $38^{\circ}35'43''$ East for a distance of 175.24 feet; thence North $29^{\circ}28'18''$ East for a distance of 276.32 feet to the point of curvature for a curve to the left, said curve having a radius of 241.42 feet; thence Easterly and Northerly, following said curve to the left through a central angle of $18^{\circ}48'55''$, for an arc distance of 79.28 feet to the end of said curve; thence North $10^{\circ}39'23''$ East for a distance of 106.94 feet to the point of curvature of a curve to the left, said curve having a radius of 400.37 feet, thence Northerly and Westerly, following said curve to the left through a central angle of $38^{\circ}32'50''$, for an arc distance of 269.36 feet to the end of said curve; thence North $27^{\circ}53'27''$ West for a distance of 19.30 feet to the point of curvature of a curve to the right, said curve having a radius of 184.30 feet; thence Westerly and Northerly, following said curve to the right through a central angle of $24^{\circ}29'25''$, for an arc distance of 78.78 feet to the end of said curve; thence North $03^{\circ}24'02''$ West for a distance of 15.23 feet more or less to a point on a common boundary line between proposed parcels 7 and 8, said point being located South $36^{\circ}00'00''$ West 171.53 feet distant from a angle point common to said proposed parcels 7 and 8, and the end point of this center line description.

The BASIS OF BEARING orientation for the above description is derived from Washington State Grid as per existing monuments depicted on that certain Record of Survey map filed with the Skagit County Auditors Office, reference number 9009120068, 1990 Ayers-Harrison, P.S.

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