

9/23/1999
RETURN TO:
DANIEL D. ZENDER
SIMONARSON, VISSER,
ZENDER & THURSTON
P. O. BOX 5226
BELLINGHAM, WA 98227



199909230052

27
Kathy Hill, Skagit County Auditor
9/23/1999 Page 1 of 29 10:12:10AM

DOCUMENT TITLE:
EASEMENTS & AGREEMENT

REFERENCE NUMBER OF RELATED DOCUMENT: n/a

004570

GRANTORS:
BLOEDEL TIMBERLANDS DEVELOPMENT, INC.
SKAGIT COUNTY
JAMES R. ENSLEY & LORRAINE A. ENSLEY
WILLIAM W. ENSLEY
JESSE T. GALBREATH & GEORGIA GALBREATH
THOMAS C. GALBREATH & PATRICIA GALBREATH

GRANTEES:
BLOEDEL TIMBERLANDS DEVELOPMENT, INC.
SKAGIT COUNTY
JAMES R. ENSLEY & LORRAINE A. ENSLEY
WILLIAM W. ENSLEY
JESSE T. GALBREATH & GEORGIA GALBREATH
THOMAS C. GALBREATH & PATRICIA GALBREATH

ABBREVIATED LEGAL DESCRIPTION:
Portions of Sections 14, 23, 25 and 26, T36N, R4E
Additional legals on Exhibits A through H (pages 15 through 29)

ASSESSOR'S TAX PARCEL NUMBER(S):
P49277 360414-2-002-0002 (Bloedel)
P49275 360414-1-002-0004 (Bloedel)
P49276 360414-2-001-0003 (Bloedel)
P49784 360423-2-001-0002 (Bloedel)
P49782 360423-1-001-0004 (Bloedel)
P49934 360425-2-006-0005 (Bloedel)
P49933 360425-2-005-0006 (County)
P105694 360426-1-001-0200 (J&L Ensley)
P103613 360426-0-004-0302 (W. Ensley)
P105693 360426-1-001-0300 (W. Ensley)
P50008 360426-0-008-0006 (W. Ensley)
P50011 360426-1-001-0001 (W. Ensley)
P49799 360423-4-001-0008 (J&G Galbreath)
P49785 360423-3-001-0000 (T&P Galbreath)

EASEMENTS & AGREEMENT 004570

THIS AGREEMENT is made and these easements are granted this 7th day of SEPTEMBER, 1999, by and between BLOEDEL TIMBERLANDS DEVELOPMENT, INC. (Bloedel), a Washington corporation; SKAGIT COUNTY, a body politic and subdivision of the State of Washington, JAMES R. ENSLEY and LORRAINE A. ENSLEY, husband and wife, (James and Lorraine Ensley); WILLIAM W. ENSLEY, a widower, (William Ensley); JESSE T. GALBREATH and GEORGIA GALBREATH, husband and wife, (Jess and Georgia Galbreath); and THOMAS C. GALBREATH and PATRICIA GALBREATH, husband and wife, (Thomas and Patricia Galbreath). This agreement and these easements shall be collectively referred to herein as this "Agreement," unless the context clearly indicates otherwise.

1. GRANTS OF EASEMENTS.

- A. **Location of Easements.** The collective easements granted in this Section 1 are described in Exhibit A, attached, as "Right of Way # 1" and "Right of Way # 2." For purposes of this Agreement the entire Right of Way # 1 and Right of Way # 2 (consisting of one main road, and a short spur road), together shall be referred to herein as the "Easement," unless the context clearly indicates otherwise. In each of the grants of easement below, the respective grantors grant to the other parties easements for only that portion of the Easement, as described in Exhibit A, actually located on the respective grantor's property. Notwithstanding anything else to the contrary contained in this Agreement, each party shall have rights of use of this Easement for and only for that portion of the Easement beginning at Prairie Road, a Skagit County public road, and ending at the point of final exit of the of the easement from each party's party's Original Property, or if Additional Property is added, then to the point of final exit of the of the easement from the applicable party's most remote Additional Property, except for Skagit County. Skagit County shall have no rights of use of any portion of this Easement, except that portion extending across land owned by Skagit County. Portions of the Easement include remnants of an existing road, but most of the Easement requires some re-alignment, re-construction and/or construction. The actual road location may be anywhere within the rights of way described on Exhibit A.
- B. **Bloedel Easement.** For and in consideration of the sum of One Dollar and other valuable consideration, Bloedel does by these presents grant and convey unto James and Lorraine Ensley, William Ensley, Jess and Georgia Galbreath and Thomas and Patricia Galbreath, a non-exclusive perpetual easement (the "Bloedel Easement") over, under and across a



portion of that certain property (the "Bloedel Property") owned by Bloedel and described hereinafter. The Bloedel Property is described on Exhibit B, attached.

- C. Skagit County Easement.** For and in consideration of the sum of One Dollar and other valuable consideration, Skagit County does by these presents grant and convey unto Bloedel, James and Lorraine Ensley, William Ensley, Jess and Georgia Galbreath and Thomas and Patricia Galbreath, a non-exclusive perpetual easement (the "Skagit County Easement") over, under and across a portion of that certain property (the "Skagit County Property") owned by Skagit County and described hereinafter. The Skagit County Property is described on Exhibit C, attached.
- D. James and Lorraine Ensley Easement.** For and in consideration of the sum of One Dollar and other valuable consideration, James and Lorraine Ensley do by these presents grant and convey unto Bloedel, William Ensley, Jess and Georgia Galbreath, and Thomas and Patricia Galbreath, a non-exclusive perpetual easement (the "James and Lorraine Ensley Easement") over, under and across that certain property (the "James and Lorraine Ensley Property") owned by James and Lorraine Ensley and described hereinafter. The James and Lorraine Ensley Property is described on Exhibit D, attached.
- E. William Ensley Easement.** For and in consideration of the sum of One Dollar and other valuable consideration, William Ensley does by these presents grant and convey unto Bloedel, James and Lorraine Ensley, Jess and Georgia Galbreath, and Thomas and Patricia Galbreath, a non-exclusive perpetual easement (the "William Ensley Easement") over, under and across that certain property (the "William Ensley Property") owned by William Ensley and described hereinafter. The William Ensley Property is described on Exhibit E, attached.
- F. Jess and Georgia Galbreath Easement.** For and in consideration of the sum of One Dollar and other valuable consideration, Jessie and Georgia Galbreath do by these presents grant and convey unto Bloedel, James and Lorraine Ensley, William Ensley, and Thomas and Patricia Galbreath, a non-exclusive perpetual easement (the "Jess and Georgia Galbreath Easement") over, under and across that certain property (the "Jess and Georgia Galbreath Property") owned by Jess and Georgia Galbreath and described hereinafter. The Jess and Georgia Galbreath Property is described on Exhibit F, attached.



G. Thomas and Patricia Galbreath Easement. For and in consideration of the sum of One Dollar and other valuable consideration, Thomas and Patricia Galbreath do by these presents grant and convey unto Bloedel, James and Lorraine Ensley, William Ensley, and Jess and Georgia Galbreath, a non-exclusive perpetual easement (the "Thomas and Patricia Galbreath Easement") over, under and across that certain property (the "Thomas and Patricia Galbreath Property") owned by Thomas and Patricia Galbreath and described hereinafter. The Thomas and Patricia Galbreath Property is described on Exhibit G, attached.

2. BENEFITTED & BURDENED PROPERTIES.

A. Original Properties. The properties described in Exhibits B through G, attached, shall be referred to in this Section as the "Original Properties" or "Original Property." Each of the above easements is intended to burden that Original Property owned by the grantor of each respective easement. Each of the above easements is intended to benefit those Original Properties to which the applicable owner has rights of use of the Easement in accordance with subsection 1(A), above.

B. Additional Properties. However, except as to Skagit County, the benefit of the above easements is not limited to the Original Properties, but shall extend, as conditioned below, to any and all additional properties ("Additional Property") acquired in the future by a party or parties hereto (except Skagit County), or by their successors in interest to Original Property (except Skagit County), and located such that ingress and egress is reasonably convenient over this Easement. Additional Property need not be adjacent to the associated Original Property. The benefit of these easements to Additional Properties, however, is conditioned on the owner of the Additional Property in question agreeing to be bound thereafter to the terms and provisions of this Agreement, including without limitation paying his or her share of repair and maintenance costs under Section 4, below, based on his or her proportionate use of the Easement, and further conditioned on said owner of the Additional Property recording notice of this Agreement in the office of the Skagit County Auditor, which notice shall establish this Agreement as a covenant running with such Additional Property, and binding upon the owner thereof.

3. TERM AND PURPOSE OF EASEMENTS. The term of each of the above easements is perpetual. The use of said easements is not exclusive to grantees, and each grantor reserves the right of use of said easements, and the right to grant further rights of access to others. Said easements are for the purpose of



ingress, egress and utilities, for personal and commercial use, and for unlimited development of any or all of the above properties.

4. ROAD CONSTRUCTION, REPAIR AND MAINTENANCE.

- A. Condition of Easement.** Portions of the Easement contain remnants of an existing road, some portions of existing road may need to be re-aligned slightly, other portions need to be re-constructed, and other portions require new road construction.
- B. Road Construction.** No party is required to construct any road or road segment. Any party, except Skagit County, has the right to construct a road along the Easement across the Bloedel property across the southwest quarter of the northwest quarter of Section 25, T36N, R4E, W.M. Any such construction shall be paid for by the party initiating and conducting such construction. When constructed, other parties hereto (except Skagit County) shall share in the repair and maintenance of said road segment pursuant to the repair and maintenance subsections of this Agreement.
- C. Road Improvement.** The parties anticipate the road within the Easement will not be constructed or improved to a standard exceeding the forest road standards provided in the Forest Practices Act (Chapter 76.09 RCW) and rules. Notwithstanding anything to the contrary in this Section III, no party is required to repair or maintain a road to a standard in excess of that standard anticipated, nor to share in such repair or maintenance costs incurred by another, to the extent such work is for repair or maintenance of the road, or any segment thereof, to a standard in excess of said anticipated standard.
- D. Road Repair & Maintenance.** For purposes of this Agreement, road repair and maintenance shall mean the work normally necessary to preserve and keep the roadway and road structures, as nearly as possible, in their present condition, or improved condition up to and including standards under the Forest Practices Act, as described in subsection 4C, above. Once each year, the parties (except Skagit County) shall determine what road repair and maintenance is needed and cause the same to be carried out. The parties (except Skagit County) will share in the cost thereof in proportion to use of the road by each during the preceding year. The obligation to share, on a proportionate use basis, the costs incurred in the repair and maintenance of said road under this Agreement, shall extend to parcels, and the owners of said parcels, subdivided from the herein described property of a party hereto.



5. GENERAL PROVISIONS.

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A. Reservation of Rights.

- (i). Each party reserves for itself, its successors and assignees, the right at all times for any purpose, on its own property, to cross and recross at any place on grade or otherwise on the Easement in a manner that will not unreasonably interfere with the rights granted to the other party herein.
- (ii). Each party hereto, in regards to easements it has granted herein, may grant to third parties, upon such terms as it chooses, on its property, any or all of the rights reserved by it herein; provided, that use by such party shall be subject to the terms and conditions of this agreement and shall not unreasonably interfere with the rights granted to any other party herein.
- (iii). Each party hereto may permit its respective agents, contractors, licensees, lessees, and agents, hereinafter individually referred to as "Permittee" and collectively referred to as "Permittees," to exercise the rights granted to it herein.

B. Rights of Way Timber. Each party reserves to itself all timber now on or hereafter growing within the Easement on its property.

C. Indemnification & Hold Harmless. Each party specifically and expressly agrees to indemnify and save harmless the other parties, to the extent of each respective party's and/or its respective agents or Permittees' own negligence, and that of its officers, agents and/or employees from and against any an all suits, claims, actions, losses, costs, penalties, and damages of whatsoever kinds and nature, including attorney's fees, to the "greatest extent" as allowed by law, as set forth in RCW 4.24.115 and any amendments thereto arising out of and in connection with or incident to the respective uses for the respective easements and any and all work and/or maintenance performed on said easements except those caused by the sole negligence of a respective party and/or its employees and agents. In the event of litigation between the parties to enforce the rights under this paragraph, reasonable attorney's fees shall be allowed to the prevailing party. Notwithstanding the foregoing, this subsection shall not apply to Skagit County, which does not have the right of use of the Easement except on its own property, and so long as it does not perform any maintenance or other activities on any portion of the Easement not on the Original Property owned by Skagit County.



- D. Insurance.** Each party hereto except Skagit County shall require each of its Permittees; before using the Easement on the property of each other party for commercial purposes to:
- (i). obtain, and during the term of such use, maintain a policy of liability insurance in a form and amounts of coverage reasonably and generally acceptable and customary in the geographic area for similar easements, insuring said Permittee against liability arising out of its operations, including use of vehicles, and
 - (ii). deliver to each party hereto, including Skagit County, a certificate from the insurer of said Permittee certifying that coverage in the form and amount indicated is in force and that, in the event of cancellation or modification of such coverage, the insurer will give ten (10) days written notice prior to any cancellation or modification.
- E. Binding Covenant.** The terms, conditions, covenants and easements of this Agreement herein shall be deemed to touch and concern the Benefitted Properties and the Burdened Properties and constitute a covenant running with the Burdened Properties and the Benefitted Properties. This Agreement and these easements, and all benefits assumed and burdens imposed, shall be binding upon and inure to the benefit of the parties, their successors, assigns, heirs and personal representatives.
- F. Attorneys' Fees & Costs.** In the event of a claim hereunder by any party of failure by another party to comply with or perform any condition or agreement hereof promptly at the time and in the manner specified, the non-prevailing party or parties shall be obliged to pay all costs and expenses, including reasonable attorney fees, incurred by the prevailing party or parties in the enforcement of its rights herein, whether by judicial action, appellate judicial action, arbitration, or other means, except as to arbitrator costs and expenses as provided in subsection H, below.
- G. Notices and Payments.** All notices, requests, demands and other communications required or permitted hereunder shall be in writing and shall be given by: (a) hand delivery; (b) first-class registered or certified mail with postage prepaid; (c) overnight receipted courier service; or (d) telephonically confirmed facsimile transmission, which notice is addressed to the party at the address set forth below, or such other address as may hereafter be designated in writing by the party. Notices given in accordance with this subsection shall be effective upon receipt, when receipt is refused, or as presumed by law.



004570

Bloedel Timberlands
2716 Western Avenue
Seattle, WA 98121-1106
Tel: (206) 676-5385
Fax: (206) 676-5388

James & Lorraine Ensley
4235 Meins Road
Sedro Woolley, WA 98284

William Ensley
4228 Meins Road
Sedro Woolley, WA 98284

Jess & Georgia Galbreath
10028 District Line Road
Burlington, WA 98233

Thomas & Patricia Galbreath
3882 Meins Road
Sedro Woolley, WA 98284

Skagit County
700 S. Second, Suite 202
Mount Vernon, WA 98273

H. **Arbitration.** At the request of any two parties, any and all disputes arising under this agreement shall be subject to binding arbitration conducted in accordance with the procedures established by the American Arbitration Association. In such arbitration, the parties shall choose a mutually acceptable arbitrator. Failing such agreement, then a majority of the parties shall select one arbitrator mutually agreeable to them, and the remaining minority of parties shall select one arbitrator, and the two arbitrators so appointed shall appoint a third. The dispute to be arbitrated shall be submitted to the single, or three arbitrators, as the case may be, for determination within sixty (60) days of written request for arbitration. The majority decision of the arbitrators shall be binding on all parties, and may be enforced in the manner provided in Chapter 7.04 RCW. Notwithstanding the provisions of Section 13, above, each party shall pay all costs, fees and expenses of the arbitrator appointed by it and shall equally share the costs, fees and expenses of the arbitrator appointed by the other two. If the parties cannot agree on the selection of an arbitrator or arbitrators in accordance with this subsection, then there shall be no arbitration, and the parties are free to pursue all other remedies, at law and in equity, without prejudice due to the failure to arbitrate.

I. **Exhibits.** The attached Exhibits A, B, C, D, E, F, G and ~~H~~ are incorporated herein.

J. **Venue.** This Agreement shall be interpreted under the laws of the State of Washington, and in the event of any court action arising hereunder, the parties agree to venue in Skagit County, unless Skagit County is a party to the court action, in which the parties agree to venue in Whatcom County, Washington.

8-6-99
JG
JRE
WNC
T-ly
P.G.



004570

K. Time. Time is of the essence of this Agreement.

IN WITNESS WHEREOF, the parties have entered into this Agreement and conveyed these easements effective the day and year first above written.

BLOEDEL TIMBERLANDS DEVELOPMENT, INC.
a Washington Corporation

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

SEP 23 1999

By [Signature]
Its Vice President

Amount Paid \$ 0-
Skagit County Treasurer
By: [Signature] Deputy

[Signature]
JAMES R. ENSLEY

[Signature]
LORRAINE A. ENSLEY

[Signature]
WILLIAM W. ENSLEY

[Signature]
JESSE T. GALBREATH

[Signature]
GEORGIA GALBREATH

[Signature]
THOMAS G. GALBREATH

[Signature]
PATRICIA GALBREATH

SKAGIT COUNTY

[Signature]
COUNTY COMMISSIONER

[Signature]
COUNTY COMMISSIONER

[Signature]
COUNTY COMMISSIONER

ATTEST: [Signature]
PATTI J. CHAMBERS, Clerk of the Board



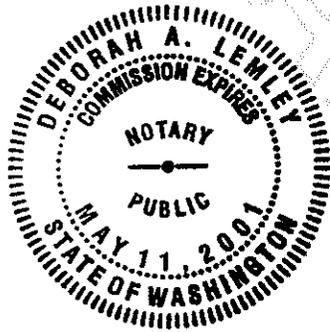
~~COUNTY COMMISSIONER~~

004570

STATE OF WASHINGTON)
) ss
COUNTY OF)

I certify that I know or have satisfactory evidence that *Roy Bever* 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 *Vice President* of BLOEDEL TIMBERLANDS DEVELOPMENT, INC., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: *August 6, 1999*



Deborah A. Lemley
Print Name: *DEBORAH A. LEMLEY*
NOTARY PUBLIC in and for the State of
Washington. My Commission
expires *May 11, 2001*



199909230052

Kathy Hill, Skagit County Auditor

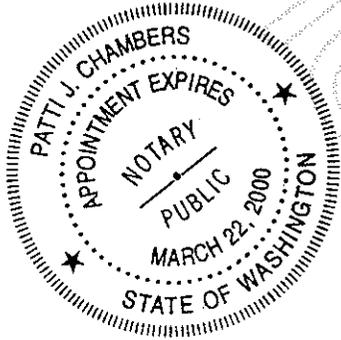
9/23/1999 Page 10 of 29 10:12:10AM

STATE OF WASHINGTON)
) ss
COUNTY OF SKAGIT)

004570

I certify that I know or have satisfactory evidence that Ted W. Anderson 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 a County Commissioner of SKAGIT COUNTY, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: September 7, 1999



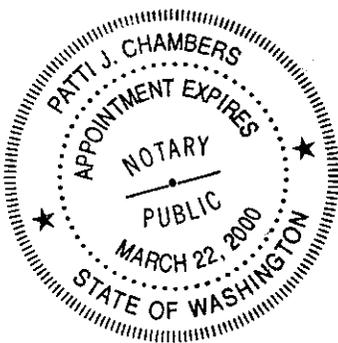
Patti J. Chambers

Print Name: PATTI J. CHAMBERS
NOTARY PUBLIC in and for the State of
Washington. My Commission
expires 3/22/00.

STATE OF WASHINGTON)
) ss
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Robert Hart 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 a County Commissioner of SKAGIT COUNTY, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: September 7, 1999



Patti J. Chambers

Print Name: PATTI J. CHAMBERS
NOTARY PUBLIC in and for the State of
Washington. My Commission
expires 3/22/00.



199909230052

Kathy Hill, Skagit County Auditor

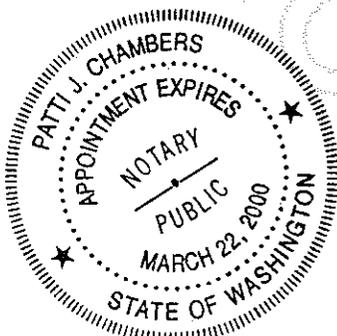
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STATE OF WASHINGTON)
) ss
COUNTY OF SKAGIT)

004570

I certify that I know or have satisfactory evidence that HARVEY WOLDEN 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 a County Commissioner of SKAGIT COUNTY, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: SEPTEMBER 7, 1999



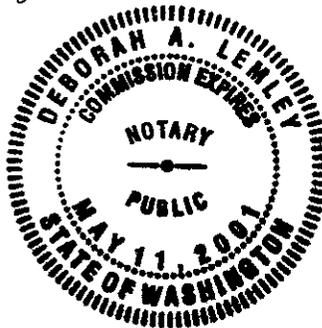
Patti J. Chambers

Print Name: PATTI J. CHAMBERS
NOTARY PUBLIC in and for the State of Washington. My Commission expires 3/22/00.

STATE OF WASHINGTON)
) ss
COUNTY OF Skagit)

I certify that I know or have satisfactory evidence that JAMES R. ENSLEY signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: August 6, 1999



Deborah A. Lemley

Print Name: DEBORAH A. LEMLEY
NOTARY PUBLIC in and for the State of Washington. My Commission expires May 11, 2001.



199909230052

Kathy Hill, Skagit County Auditor

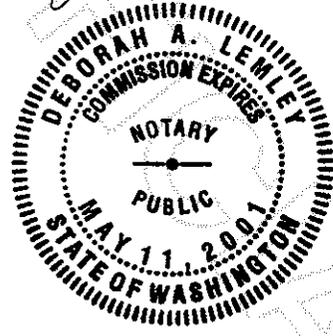
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STATE OF WASHINGTON)
) SS
COUNTY OF Skagit)

004570

I certify that I know or have satisfactory evidence that LORRAINE A. ENSLEY signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: August 6, 1999

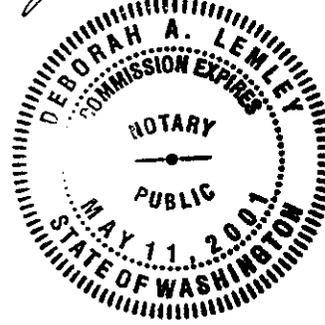


Deborah A. Lemley
Print Name: DEBORAH A. LEMLEY
NOTARY PUBLIC in and for the State of Washington. My Commission expires May 11, 2001.

STATE OF WASHINGTON)
) SS
COUNTY OF Skagit)

I certify that I know or have satisfactory evidence that WILLIAM W. ENSLEY signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: August 6, 1999



Deborah A. Lemley
Print Name: DEBORAH A. LEMLEY
NOTARY PUBLIC in and for the State of Washington. My Commission expires May 11, 2001.

STATE OF WASHINGTON)



199909230052

Kathy Hill, Skagit County Auditor

COUNTY OF SKAGIT) ss

I certify that I know or have satisfactory evidence that JESSE T. GALBREATH signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 8/6/99

Gerald Maskell
Print Name: GERALD MASKELL
NOTARY PUBLIC in and for the State of Washington. My Commission expires 9/1/01.



STATE OF WASHINGTON)
COUNTY OF SKAGIT) ss

I certify that I know or have satisfactory evidence that GEORGIA GALBREATH signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 8/6/99

Gerald Maskell
Print Name: GERALD MASKELL
NOTARY PUBLIC in and for the State of Washington. My Commission expires 9/1/01.



STATE OF WASHINGTON)
) ss



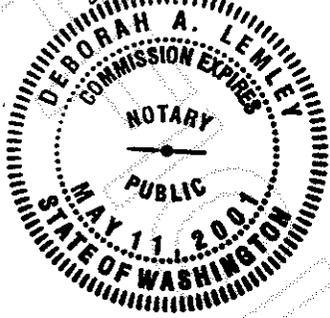
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COUNTY OF Skagit)

004570

I certify that I know or have satisfactory evidence that THOMAS G. GALBREATH signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: August 6, 1999



Deborah A. Lemley
Print Name: DEBORAH A. LEMLEY
NOTARY PUBLIC in and for the State of Washington. My Commission expires May 11, 2001

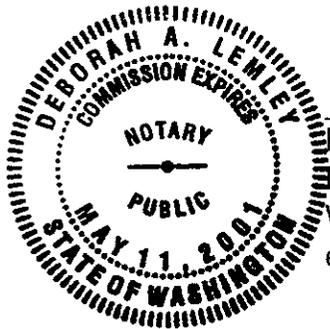
STATE OF WASHINGTON)

COUNTY OF Skagit)

) SS

I certify that I know or have satisfactory evidence that PATRICIA GALBREATH signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: August 6, 1999



Deborah A. Lemley
Print Name: DEBORAH A. LEMLEY
NOTARY PUBLIC in and for the State of Washington. My Commission expires May 11, 2001



199909230052

Kathy Hill, Skagit County Auditor

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DESCRIPTION OF EASEMENT

Those portions of Sections 23, 25 and 26, T36N, R4E, W. M., situated in Skagit County, Washington, described as "Right of Way # 1" and "Right of Way # 2" as follows:

Right of Way # 1. A strip of land sixty (60) feet wide, lying thirty (30) feet on each side of the following described centerline, sidelines to be shortened or extended so as to terminate at property boundaries: Commencing at Point number 324 on the "Right of Way # 1 Table," below, which Point is the northwest corner of the southwest quarter of the northwest quarter of said Section 25; thence following in reverse order the courses and distances, with reverse azimuths, from said Point 324, to Point 455 at the centerline of Prairie Road (a Skagit County public road), and the POINT OF BEGINNING OF THIS RIGHT OF WAY # 1; thence along an azimuth of 354 degrees a distance of 49.978 feet to Point 456, and continuing through each of the Points on Right of Way # 1 Table (except Point 324)¹ to Point 367 which is the POINT OF ENDING OF THIS RIGHT OF WAY # 1.

RIGHT OF WAY # 1 TABLE

Point	North Azimuth	Horiz Dist	Slope Dist	% Slope	Description	Station
455					Prairie Road	0+00
456	354 00' 00"	49.978	49.990	2.2	New Construction	0+49.978
457	271 00' 00"	75.136	75.460	9.3		1+25.114
458	262 00' 00'	79.704	80.500	14.2		2+04.817
459	257 00' 00"	73.959	74.680	14.0		2+78.776
460	257 00' 00"	77.976	78.450	11.0		3+56.752
461	259 00' 00"	38.332	38.470	8.5		3+95.084
462	263 00' 00"	40.857	41.090	10.7		4+35.941
492	311 00' 00"	30.333	30.500	10.5		4+66.274
464R	0 51' 04"	156.590	156.690	3.6		6+22.868
	359 00' 00"	116.310	116.320	0.9		

¹ The azimuth from Point 325 to Point 494 is 322 degrees, and the distance is 19.815 feet.



199909230052

Kathy Hill, Skagit County Auditor

465R		0 00' 00"	132.080	132.120	2.5		7+39.183
466R		0 00' 00"	45.106	45.110	1.3		8+71.27
467R		0 00' 00"	44.917	45.035	7.2		9+16.376
468R		351 00' 00"	82.842	83.472	12.4		9+61.293
469R		358 00' 00"	50.495	50.516	-2.8		10+44.135
470R		358 00' 00"	74.573	74.589	-2.1		10+94.63
471R		7 00' 00"	26.607	27.218	21.6		11+69.203
472R		7 00' 00"	22.750	24.544	40.5		11+95.81
473R		354 47' 36"	25.550	28.595	50.3		12+18.56
474R		0 00' 00"	26.164	28.707	45.1		12+44.109
475R		16 34' 28"	51.610	62.187	67.2		12+70.273
325		269 30' 00"	30.473	30.530	6.1	County Line	13+21.883
324	SS	322 00' 00"	19.815	20.166	18.9	NW 1/16 Section 25	
494		310 23' 00	22.565	22.746	12.7		13+41.699
495		338 00' 00"	44.345	44.460	7.2		13+64.263
496		338 00' 00"	44.345	44.460	7.2		14+08.609
496		2 38' 16"	64.677	64.824	-6.8		14+08.609
333		8 30' 00"	77.588	79.920	-24.7	Begin Reconstruction	14+73.285
497		6 00' 00"	258.260	260.450	13.0		15+50.873
335		358 00' 00"	126.410	126.630	-5.9		18+09.141
336		340 00' 00"	93.967	94.050	-4.2		19+35.554
337		349 30' 00"	92.494	92.550	3.5		20+29.521
338		30 30' 00	124.860	125.130	6.5		21+22.015
339		10 00' 00"	108.650	108.690	2.5		22+46.878
340		345 00' 00"	92.330	92.330	-0.1		23+55.533
341		354 00' 00"	106.610	107.300	-11.3		24+47.863
342							25+54.479



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343	305 30' 00"	231.980	232.000	-1.3	
	317 00' 00"	14.492	14.510	-5.0	27+86.461
344					Prop Line between Jim and Jess 28+00.953
	272 00' 00"	237.530	237.560	-1.5	
345					30+38.487
	272 30' 00"	225.950	226.370	-6.1	
346					32+64.437
	273 00' 00"	275.230	275.450	-4.0	
347					35+39.668
	272 30' 00"	124.870	124.920	-2.6	
348					Corner Between Bill and Jim 36+64.547
	272 30' 00"	164.200	164.220	-1.3	
349					Corner Between Tom and Jess 38+28.752
	273 32' 41"	150.740	150.780	-2.4	
350					39+79.498
	273 00' 00"	192.350	192.360	-0.6	
351					41+71.854
	359 00' 00"	45.794	45.830	4.0	
352					42+17.648
	359 00' 00"	679.370	679.790	3.5	
354					48+97.022
	11 00' 00"	113.010	113.110	4.1	
355					50+10.037
	355 30' 00"	296.810	297.290	5.7	
356					53+06.847
	331 30' 00"	231.970	232.180	4.3	
357					On line between Tom and Jess 53+38.818
	273 30' 00"	41.667	41.670	-1.1	
358	SS				Corner Between Tom and Jess
	297 30' 00"	45.586	45.640	4.9	
359					55+84.403
	323 30' 00"	294.000	294.260	4.2	
360					58+78.408
	323 30' 00"	294.000	294.260	4.2	
360					58+78.408
	319 30' 00"	320.270	320.270	0.1	
361					61+98.678
	320 30' 00"	171.520	171.560	-2.0	
362					63+70.203
	323 30' 00"	340.040	340.210	3.1	
363					67+10.248
	314 00' 00"	173.890	173.970	3.0	
364					68+84.138
	21 00' 00"	112.290	112.680	8.3	
365					Intersection 69+96.437
	32 00' 00"	131.660	132.060	7.8	
366					71+28.1



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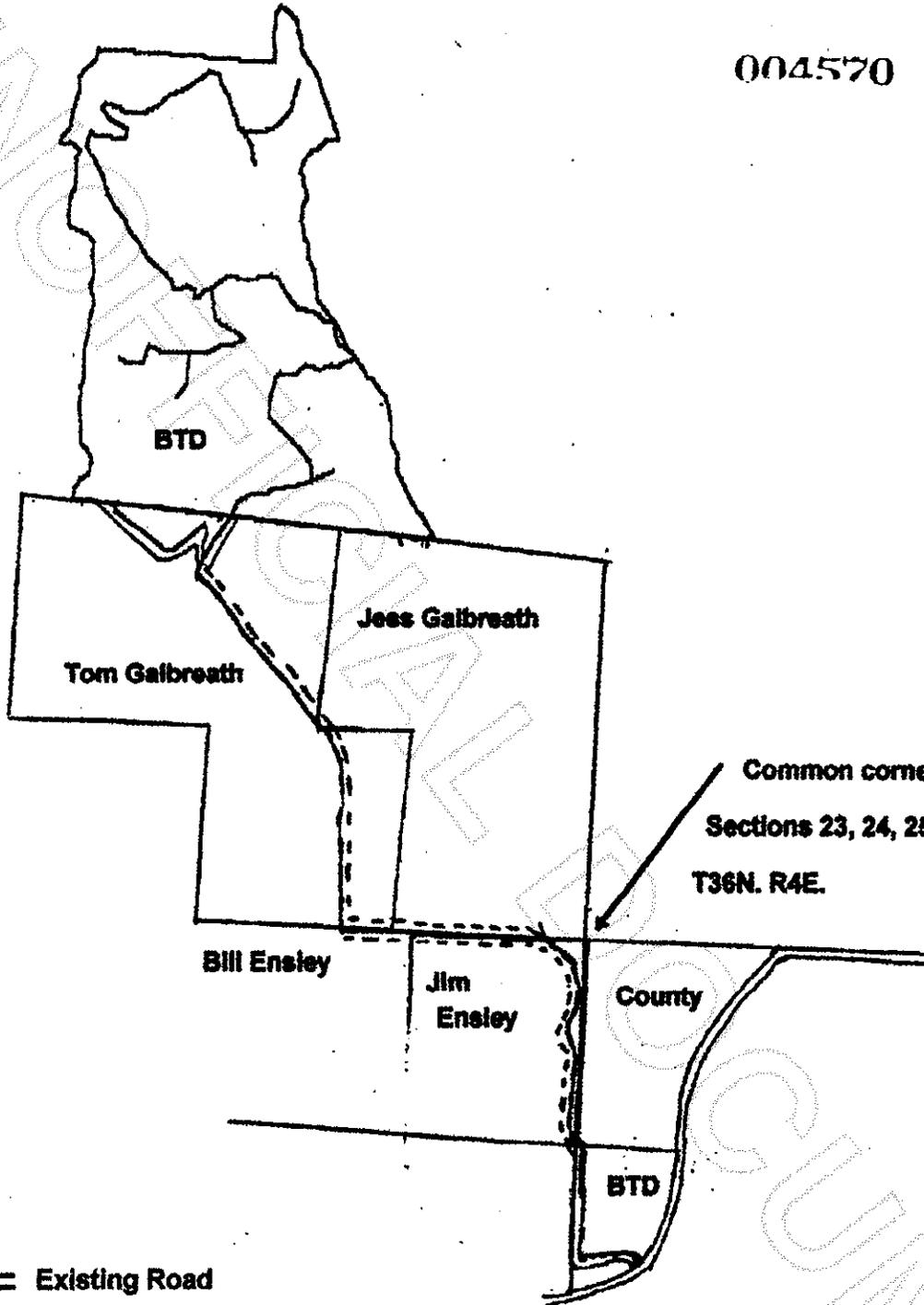
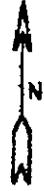
Right of Way # 2. A strip of land sixty (60) feet wide, lying thirty (30) feet on each side of the following described centerline, sidelines to be shortened or extended so as to terminate at property boundaries: Commencing at Point 365 on the Right of Way # 1 Table, above, and the POINT OF BEGINNING OF THIS RIGHT OF WAY # 2; thence through each of the Points set out in the "RIGHT OF WAY # 2 TABLE," below, to Point 375 which is the POINT OF ENDING OF THIS RIGHT OF WAY # 2.

RIGHT OF WAY # 2 TABLE

Point	North Azimuth	Horiz Dist	Slope Dist	% Slope	Description	Station
365					Intersection	0+00
	1 00' 00"	100.57	100.97	-8.9		
368						1+00.572
	16 30' 00"	72.39	73.49	-17.5		
369						1+72.965
	349 30' 00"	67.71	69.18	-21.0		
370						2+40.675
	226 00' 00"	152.56	152.62	-2.7		
371						3+93.24
	235 00' 00"	133.35	135.95	19.8		
372						5+26.593
	282 30' 00"	59.04	59.53	13.0		
373						5+85.63
	310 00' 00"	98.99	99.00	1.6		
374						6+84.617
	308 00' 00"	305.39	305.63	3.9		
375					Bloedel Line	9+90.011



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==== Existing Road
 _____ Road to be constructed

0 1000
 Scale 1"=1000FT



LEGAL DESCRIPTION OF BLOEDEL PROPERTY

Parcel A

That part of the southwest quarter of the northwest quarter of Section 25, Township 36 North, Range 4 East, W.M. lying northwest of Road. Situate in Skagit County, Washington.

Parcel B

The northwest quarter of Section 23, Township 36 North, Range 4 East, W.M. Situate in Skagit County, Washington.

Parcel C

The north half of the northeast quarter of Section 23, Township 36 North, Range 4 East, W.M. Situate in Skagit County, Washington.

Parcel D

The southwest quarter of the northeast quarter of Section 23, Township 36 North, Range 4 East, W.M. Situate in Skagit County, Washington.

Parcel E

The southeast quarter of the southwest quarter of Section 14, Township 36 North, Range 4 East, W.M. Situate in Skagit County, Washington.

Parcel F

The southwest quarter of the southeast quarter of Section 14, Township 36 North, Range 4 East, W.M. Situate in Skagit County, Washington.



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LEGAL DESCRIPTION OF SKAGIT COUNTY PROPERTY

That part of the northwest quarter of the northwest quarter of Section 25, Township 36 North, Range 4 East, W.M. lying west of County Road. Situate in Skagit County, Washington.

UNOFFICIAL DOCUMENT



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LEGAL DESCRIPTION OF JAMES AND LORRAINE ENSLEY PROPERTY

That portion of the North ½ of the Northeast ¼ of Section 26, Township 36 North, Range 4 East, W.M. described as follows:

Commencing at the Southwest corner of said North ½ of the Northeast ¼ of Section 26; thence North 89°25'40" East 586.37 feet along the South line of said subdivision in the Northeast corner of Tract "A" as shown on that certain survey recorded in Volume 1 of Surveys, Page 122, Records of Skagit County, Washington; thence continue North 89°25'40" East 15.37 feet along said South subdivision line to the Easterly margin of that certain 30.00 foot wide easement for road and utilities as shown on the face of said Record of Survey and being the TRUE POINT OF BEGINNING; thence continue North 89°25'40" East 1966.24 feet along the South line of said subdivision to the Southeast corner thereof; thence North 1°06'20" West 1314.08 feet along the East line of said subdivision to the Northeast corner thereof; thence South 89°01'01" West 1110.35 feet along the North line of said subdivision; thence South 11°29'44" East 1014.44 feet; thence South 89°25'40" West 554.53 feet parallel with the South line of said subdivision; thence South 37°24'25" West 177.61 feet to the North line of the South 170.00 feet of said North ½ of the Northeast ¼ of Section 26; thence South 89°25'40" West 350.00 feet along said North line of the South 170.00 feet to the Easterly margin of that certain 30.00 foot wide right of way easement to Jesse Galbreath et al, recorded under Skagit County Auditor's File No. 759060; thence along said Easterly right of way margin South 16°35'44" West 118.03 feet to a point bearing North 13°07'03" West from the TRUE POINT OF BEGINNING; thence South 13°07'03" East 58.63 feet to the TRUE POINT OF BEGINNING.

Situate in County of Skagit, State of Washington.



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EXHIBIT E

LEGAL DESCRIPTION OF WILLIAM ENSLEY PROPERTY

Parcel A

That portion of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 26, Township 36 north, Range 4 East, W.M. (also being a portion of Parcel "A" of that certain Record of Survey Map recorded in Volume 12 of Surveys, Pages 125 and 126, records of Skagit County, Washington) being more particularly described as follows:

Commencing at the Northwest corner of said Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$; thence North $89^{\circ}25'40''$ East 330.00 feet along the North line of said subdivision to the Southeast corner of that certain tract described in Statutory Warranty Deed to James and Pamela Carpenter, husband and wife, recorded under Skagit County Auditor's File No. 8303240040, and being the TRUE POINT OF BEGINNING; thence South $8^{\circ}47'55''$ East 57.74 feet to an old fence line corner; thence along the remains of an old fence line as follows: North $89^{\circ}31'39''$ East, 70.96 feet; thence South $86^{\circ}34'52''$ East, 28.98 feet; thence North $87^{\circ}12'31''$ East, 54.48 feet; thence South $88^{\circ}04'30''$ East, 41.91 to the East end of said old fence line; thence continue South $88^{\circ}04'30''$ East, 65.75 feet to the East line of that certain tract described in Statutory Warranty Deed to Dennis and Margaret Anderson, husband and wife, recorded under Skagit County Auditor's File No. 9201230088; thence North $13^{\circ}07'03''$ West, 63.38 feet along said East line to the Northeast corner thereof; thence South $89^{\circ}25'40''$ West, 256.37 feet along the North line of said Anderson Tract (also being the North line of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 26, Township 36 North, Range 4 East, W.M.) to the TRUE POINT OF BEGINNING.

Situate in County of Skagit, State of Washington.

Parcel B

That portion of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 26, Township 36 North, Range 4 East, W.M. described as follows:

Commencing at the Southwest corner of said Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$; thence North $89^{\circ}25'40''$, East 330.00 feet along the South line of said subdivision to the Southeast corner of that certain tract described in Statutory Warranty Deed to James and Pamela Carpenter, husband and wife, recorded under Skagit county Auditor's File No. 8303240040, and being the TRUE POINT OF BEGINNING; thence North $0^{\circ}21'00''$ West 371.49 fete along the East line of said Carpenter Tract. (being parallel with the West line of said subdivision); thence North $89^{\circ}25'40''$ East 323.24 feet parallel with the South line of said subdivision to the Westerly margin of that certain 30.00 foot wide



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right of way easement to Jesse Galbreath et al, recorded under Skagit County Auditor's File No. 759060; thence along said Westerly right of way line South 16°35'44" West 327.60 feet; thence South 13°07'03" East 59.91 feet to the South line of said Northwest ¼ of the Northeast ¼ of Section 26; thence South 89°25'40" West 241.00 feet along said South line of the TRUE POINT OF BEGINNING.

Situate in County of Skagit, State of Washington.

Parcel C

That portion of the Southwest ¼ of the Northeast ¼ of Section 26, Township 36 North, Range 4 East, W.M. described as follows:

Commencing at the Southeast corner of said Northeast ¼; thence South 89°50'00" West, along the South line of said Northeast ¼, 1293.65 feet to the Southeast corner of said Southwest ¼ of the Northeast ¼; thence continue South 89°50'00" West, along said South line, 19.65 feet; thence North 1°13'14" West 251.54 feet to an intersection with the Northeasterly margin of Prairie County Road, said intersection to be hereinafter referred to as Point "X"; thence North 48°47'45" West along said Northeasterly margin, 907.02 feet; thence North 51°30'24" East 247.66 feet; thence North 37°42'46" West 298.87 feet to the TRUE POINT OF BEGINNING; thence South 37°42'46" East 335.24 feet; thence North 87°38'00" East 450.91 feet to a point that is North 1°13'14" West from before mentioned Point "X"; thence North 1°13'14" West 331.61 feet to an intersection with the North line of said Southwest ¼ of the Northeast ¼; thence South 89°25'40" West along said North line 666.81 feet to a point that is North 13°07'03" West from the TRUE POINT OF BEGINNING; thence South 13°07'03" East 80.39 feet to the TRUE POINT OF BEGINNING; (Being known as Tract B of Survey recorded in Volume 1 of Surveys, Page 122, under Auditor's File No. 812296.)

Situate in County of Skagit, State of Washington.

Parcel D

The North ½ of the Northeast ¼ of Section 26, Township 36 North, Range 4 East, W.M.

EXCEPT for the following described tracts numbered 1, 2, and 3:

- 1) BEGINNING at the Southwest corner of said North ½ of the Northeast ¼ of said Section; thence North along the West line thereof 660.00 feet; thence East parallel with the South line of said subdivision 330.00 feet; thence South parallel with the West line of said subdivision 660.00 feet to the South line of



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said North ½ of the Northeast ¼ of said Section 26; thence West along the South line of said subdivision 330.00 feet to the POINT OF BEGINNING;

- 2) That portion of the Northwest ¼ of the Northeast ¼ of Section 26, Township 36 North, Range 4 East, W.M. described as follows:

Commencing at the Southwest corner of said Northwest ¼ of the Northeast ¼; thence North 89°25'40" East 330.00 feet along the South line of said subdivision to the Southeast corner of that certain tract described in Statutory Warranty Deed to James and Pamela Carpenter, husband and wife, recorded under Skagit County Auditor's File No. 8303240040 and being the TRUE POINT OF BEGINNING; thence North 0°21'00" West 371.49 feet along the East line of said Carpenter Tract (being parallel with the West line of said subdivision); thence North 89°25'40" East 323.24 feet parallel with the South line of said subdivision to the Westerly margin of that certain 30.00 foot wide right of way to Jesse Galbreath et al, recorded under Skagit County Auditor's Filed No. 759060; thence along said Westerly right of way line South 16°35'44" West 327.60 feet; thence South 13°07'03" East 59.91 feet to the South line of said Northwest ¼ of the Northeast ¼ of Section 26; thence South 89°25'40" West 241.00 feet along said South line to the TRUE POINT OF BEGINNING.

- 3) That portion of the North ½ of the Northeast ¼ of Section 26, Township 36 North, Range 4 East, W.M. described as follows:

Commencing at the Southwest corner of said North ½ of the Northeast ¼ of Section 26; thence North 89°25'40" East 586.37 feet along the South line of said subdivision to the Northeast corner of Tract "A" as shown on that certain survey recorded in Volume 1 of Surveys, Page 122, Records of Skagit County; thence continue North 89°25'40" East 15.37 feet along said South subdivision line to the Easterly margin of that certain 30.00 foot wide easement for road and utilities as shown on the face of said Record of Survey and being the TRUE POINT OF BEGINNING; thence continue North 89°25'40" East 1966.24 feet along the South line of said subdivision to the Southeast corner thereof; thence North 1°06'20" West 1314.08 feet along the East line of said subdivision to the Northeast corner thereof; thence South 89°01'01" West 1110.35 feet along the North line of said subdivision; thence South 11°29'44" East 1014.44 feet; thence South 89°25'40" West 554.53 feet parallel with the South line of said subdivision; thence South 37°24'25" West 177.61 feet to the North line of the South 170.00 feet of said North ½ of the Northeast ¼ of Section 26; thence South 89°25'40" West 350.00 feet along said North line of the South 170.00 feet to the Easterly margin of that certain 30.00 foot wide right of way easement to Jesse Galbreath et al, recorded under Skagit County Auditor's File No.759060; thence along said Easterly right of way margin South 16°35'44" West 118.03 to a point bearing North 13°07'03" West from the TRUE POINT.



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OF BEGINNING; thence South $13^{\circ}07'03''$ East 58.63 feet to the TRUE POINT OF BEGINNING.

Situate in County of Skagit, State of Washington.



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EXHIBIT F

LEGAL DESCRIPTION OF JESSE AND GEORGIA GALBREATH PROPERTY

That portion of the South half of Section 23, Township 36 North, Range 4 East W.M. being more particularly described as follows:

Beginning at the East quarter corner of said Section 23; thence South $89^{\circ}42'44''$ West 2117.69 feet; thence South $0^{\circ}36'44''$ East 1330.13 feet; thence North $89^{\circ}23'16''$ East 623.83 feet; thence South $0^{\circ}56'39''$ West 1326.89 feet to the intersection with the South line of said Section 23; thence North $89^{\circ}01'$ East 1275.40 feet to the Southeast corner of said Section 23; thence North $04^{\circ}54'06''$ East along the East line of said Section 23 a distance of 2648.53 feet to the Point of Beginning.

Situate in County of Skagit, State of Washington.



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Kathy Hill, Skagit County Auditor

LEGAL DESCRIPTION OF THOMAS AND PATRICIA GALBREATH PROPERTY

That portion of the South half of Section 23, Township 36 North, Range 4 East W.M. being more particularly described as follows:

Commencing at the East quarter corner of said Section 23; thence South $88^{\circ}42'44''$ West 2117.69 feet to the TRUE POINT OF BEGINNING; thence South $0^{\circ}36'44''$ East 1330.13 feet; thence North $89^{\circ}23'16''$ East 623.83 feet; thence South $0^{\circ}56'39''$ West 1326.89 feet to the intersection with the South line of said Section 23; thence South $89^{\circ}01'$ West along said South line 1275.40 feet to the South quarter corner of said Section 23; thence North $02^{\circ}58'45''$ West along the East line of the Southeast quarter of the Southwest quarter of said Section 23 a distance of 1335.79 feet to the Northeast corner of said Southeast quarter of the Southwest quarter; thence South $89^{\circ}59'55''$ West along the North line of said Southeast quarter of the Southwest quarter 1283.05 feet to the Northwest corner of said Southeast quarter of the Southwest quarter; thence North $01^{\circ}21'51''$ West along the West line of the Northeast quarter of the Southwest quarter of said Section 23 a distance of 1328.14 feet to the intersection with the North line of the South half of said Section 23; thence North $89^{\circ}42'44''$ East along said North line 2043.19 feet to the POINT OF BEGINNING.

Situate in County of Skagit, State of Washington.



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Kathy Hill, Skagit County Auditor