

AFTER RECORDING MAIL TO:

Name: D. Douglas Matson
Whalen, Firestone, Landsman, Fleming, Dixon & Matson

Address: Suite 2150

1191 Second Avenue

City/State: Seattle, Washington 98101

LAND TITLE COMPANY OF SKAGIT COUNTY

Reference # (if applicable):
Grantor(s): Patrick Charles Tye and Tonya Robison Tye

Frank Robert Candelario and Kristina L. Candelario
Thomas J. Weingarten and Susan M. Weingarten

APR 05 2000

Jessica Hellman, Karin Merzbacher, and Thomas Merzbacher

Grantee: Secret Harbor School
Legal Description (abbreviated): Portion of Government Lots 4 and 5, Section 4, Township 35

North, Range 1 East, W.M.

Additional legal(s) on Exhibits A, B, C, and D.
Assessor's Tax Parcel I. D. Nos: 350104-2-006-0008; 350104-2-006-0305; 350104-2-006-0404;
350104-1-006-0503; 350104-1-006-0602; 350104-0-006-0701; and 350104-1-006-0800.

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made and entered into by and between:

1. JOACHIM RICHTER and PATRICIA RICHTER, husband and wife ("Grantor Richter"),
2. THOMAS J. WEINGARTEN AND SUSAN M. WEINGARTEN ("Grantor Weingarten"),
3. PATRICK CHARLES TYE and TONYA ROBISON TYE, husband and wife, and FRANK ROBERT CANDELARIO and KRISTINA L. CANDELARIO, husband and wife, as co-owners, ("Grantor Tye-Candelario"),
4. JESSICA HELLMAN, a married woman dealing in her separate property, KARIN MERZBACHER, a single woman, and THOMAS MERZBACHER, a married man dealing in his separate property ("Grantor Merzbacher"),
5. SECRET HARBOR SCHOOL, a Washington non-profit corporation ("Grantee").

All collectively hereinafter "Grantors," and

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, the parties

SHS Easement

1. Definitions.

(a) The "Richter Property": That certain real property consisting of four (4) parcels described on Exhibits A-1, A-2, A-3, and A-4 hereto.

(b) The "Tye-Candelario Property": That certain real property described on Exhibit B hereto.

(c) The "Weingarten Property": That certain real property described on Exhibit C hereto.

(d) The "Merzbacher Property": That certain real property described on Exhibit D hereto.

(e) The "Property": Collectively the Richter Property, the Tye-Candelario Property, the Weingarten Property and the Merzbacher Property described above.

(f) The "Secret Harbor School Property": That certain real property described on Exhibit E hereto.

(g) The "Richter Easement": That certain easement created within the Declaration of Easement and Road Maintenance recorded in Skagit County, Washington, Record No. 9511130019.

2. Parties and Purpose. Grantors are the fee owners of the land comprising the Property. The purpose of this Agreement is to set forth the terms and conditions upon which Grantors will grant to Grantee easements for ingress, egress and utilities over and across the Property for the benefit of the Secret Harbor School Property.

3. Grant of Easement. for Ingress, Egress and Utilities

(a) **Ingress, Egress and Utilities.** Grantors hereby convey and warrant to Grantee, its successors and assigns, a perpetual non-exclusive easement ("Easement") over and across the Easement Area (as described below) of the Property for the purpose of ingress, egress and utilities, subject to the terms and conditions hereof. The Easement is for the benefit of the Secret Harbor School Property and may be used by the Grantee, as well as their respective employees, agents, customers and invitees.

(b) **Location.** The easement rights granted hereby shall initially be exercised over that portion of the Property ("Easement Area") shown on Exhibit F hereto and defined as the Highland Road ("Highland Road Location"). If required in connection with the construction of a new project on the Property, Grantors shall have the right from time to time to relocate the Easement Area from the Highland Road Location to another location of comparable size, condition and functionality upon the Property, provided that such relocated Easement Area is located upon such location as is reasonably acceptable to Grantee and complies with the location of the Easement on all parcels comprising the Property. Any relocation hereunder shall be performed at the sole and expense cost of that particular Grantor that requires the relocation and shall be preceded by at least 30 days' written notice from such Grantor to Grantee of such relocation. Such Grantor shall obtain all necessary governmental permits,



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covenants and approvals which are required for any such relocation. Any relocation hereunder shall be effected in a manner so as not to interfere with the operation of Secret Harbor School. Upon the written request of any party hereto, the exact location of the Easement shall be confirmed from time to time by recording a written memorandum of easement location, executed by Grantors and Grantee.

(c) **Title.** Grantors represent and warrant that they have good and marketable indefeasible fee simple title each in their respective parcel or parcels of the Property. Grantee shall obtain at Grantee's cost a policy of title insurance insuring the validity and priority of the Easement in form and substance reasonably satisfactory to Grantee.

(d) **Use.** The easement rights granted hereby shall be exercised in a safe and prudent manner in accordance with all applicable laws, rules and regulations of any governmental authority having jurisdiction thereof.

(e) **Indemnities.**

(i) Grantors shall indemnify, defend and hold Grantee harmless from any and all claims for injuries and/or damages to persons or property suffered or alleged to be suffered on or about the Easement Area by reason of the acts or omissions of Grantors.

(ii) Grantee shall indemnify, defend and hold Grantors harmless from any and all claims for injuries and/or damages to persons or property suffered or alleged to be suffered on or about the Easement Area by reason of the acts or omissions of Grantee.

The indemnities set forth in this subsection (e) shall survive any termination or expiration of this Agreement and the Grantors and Grantee shall maintain liability insurance in connection with these indemnities.

(f) **Maintenance.** Grantors and Grantee shall share the costs and expenses of maintaining the designated Easement Area in good repair, safe condition, and free from all obstructions in the following manner: Grantor Richter and Grantee shall share equally the costs associated maintaining that portion of the Easement located on the Richter Property; Grantor Tye-Candelario and Grantee shall share equally the cost associated with maintaining that portion of the Easement on the Tye-Candelario Property; Grantor Weingarten and Grantee shall share equally the costs associated with maintaining that portion of the Easement on the Weingarten Property; and Grantor Merzbacher and Grantee shall share equally the costs associated with maintaining that portion of the Easement on the Merzbacher Property. Notwithstanding the foregoing, Grantors shall remain responsible for all taxes and assessments with respect to the Easement Area located on their individual parcel. If any Grantors at any time elect to construct any improvements above or around the Easement Area, or to relocate the Easement Area, then such Grantor shall do so at its own expense.

4. **Easements Run With the Land.** The Easement set forth in this Agreement shall be a burden upon the Easement Area and shall be appurtenant to and for the benefit of the Secret Harbor School Property and shall run with the land. The duration of this Easement shall be perpetual.

5. **No Merger.** It is expressly understood and agreed that the parties hereto do not intend that there be, and there shall in no event be, a merger of the dominant and servient tenements hereunder

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by virtue of the ownership of any of said tenements being vested in the same person or entity, but do intend that the easement servitudes shall not be extinguished thereby and that the said dominant and servient tenements be kept separate for the benefit of the respective entities and individuals referred to herein.

6. **Successors and Assigns.** This Agreement shall inure to the benefit of the Grantee and its successors and assigns and be binding upon the Grantors and their successors and assigns; provided, however, that if any party conveys all of its interest in its respective parcel, such owner or tenant shall thereupon be released and discharged from any and all obligations in connection with such parcel arising after such conveyance, provided that the new owner agrees to be bound by this Agreement and, provided further, that this Agreement shall continue to be binding upon the properties affected.

7. **Attorneys' Fees.** In the event any entity or person which is entitled to the benefits of this Agreement brings an action at law or in equity to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to recover from the non-prevailing party its reasonable attorneys' fees and all court costs in addition to all other appropriate relief.

8. **Amendment.** This Agreement may be amended or terminated only by instrument in writing executed, acknowledged and delivered by Grantors and Grantee and consented to by the holders of any first deed of trust encumbering the Project. Upon any termination of this Agreement, Grantee shall execute, acknowledge and deliver to any individual grantor, upon the request of such individual grantor, such instruments as such grantor may reasonably require to eliminate of record the easement created hereby.

9. **Notices.** All payments, notices, demands, requests or other writings in this Easement Agreement provided to be given or made or sent, or which may be given or made or sent, by either party hereto to the other, may be given personally or may be delivered by depositing the same in the United States mails, certified, registered or equivalent, return receipt requested, postage prepaid, properly addressed, and sent to the following addresses:

Grantor Richter:

Joachim and Patricia Richter
P.O. Box 788
Anacortes, Washington 98221
Patrick and Tonya Tye
3709 S. Bells Beach Road
Langley, Washington 98260

Grantor Tye-Candelario:

Frank and Kristina Candelario
3709 S. Bells Beach Road
Langley, Washington 98260

Grantor Weingarten:

Thomas and Susan Weingarten
6903 Heights Avenue SW
Seattle, Washington 98136

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Grantor Merzbacher:

Jessica Hellman
C/o Werner Merzbacher
Mayer and CIE AG
Alpenstrasse 1
6304 Zug Switzerland

and

Karin Merzbacher
C/o Werner Merzbacher
Mayer and CIE AG
Alpenstrasse 1
6304 Zug Switzerland

and

Thomas Merzbacher
C/o Werner Merzbacher
Mayer and CIE AG
Alpenstrasse 1
6304 Zug Switzerland

Grantee:

Secret Harbor School
Attn: Executive Director
1809 Commercial Avenue
P.O. Box 440
Anacortes, WA 98221

or to such other addresses as either party may from time to time designate by written notice to the other. Notices given by mail as aforesaid shall be deemed received and effective on the third business day following such dispatch.

10. **No Mortgage or Deed of Trust.** Grantors warrant that the Property does not now operate as security for any mortgage or deed of trust.

11. **No Third Party Beneficiaries.** The sole parties to this Agreement are Grantors and Grantee and this Agreement creates no rights, title or interest in any other person or entity.

12. **Counterparts.** This Easement Agreement may be signed and acknowledged in multiple counterparts, each of which shall be an original, and all of which when taken together shall constitute a fully executed instrument.

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DATED this 17 day of Feb., 2000.

GRANTOR RICHTER:

Joachim Richter
Joachim Richter
Patricia Richter
Patricia Richter

GRANTOR TYE-CANDELARIO:

Patrick Charles Tye
Patrick Charles Tye
Tonya Robison Tye
Tonya Robison Tye

Frank Robert Candelario
Frank Robert Candelario

Kristina L. Candelario
Kristina L. Candelario

GRANTOR WEINGARTEN:

Thomas J. Weingarten
Thomas J. Weingarten

GRANTOR MERZBACHER:

Susan M. Weingarten
Susan M. Weingarten
Jessica Hillman
Jessica Hillman
Karin Merzbacher
Karin Merzbacher
Thomas Merzbacher
Thomas Merzbacher
Thomas Merzbacher
Thomas Merzbacher

GRANTEE:

SECRET HARBOR SCHOOL
SECRET HARBOR SCHOOL

By: BRAND E. CHASE
Its: EXECUTIVE DIRECTOR

SHS Easement



DATED this 17 day of February, 2000

GRANTOR RICHTER:

Joachim Richter
Joachim Richter

GRANTOR TYE-CANDELARIO:

Patricia Richter
Patricia Richter
Patrick Charles Tye
Patrick Charles Tye
Tonya Robinson Tye
Tonya Robinson Tye

GRANTOR WEINGARTEN:

Frank Robert Candelario
Frank Robert Candelario
Kristina L. Candelario
Kristina L. Candelario
Thomas J. Weingarten
Thomas J. Weingarten
Susan M. Weingarten
Susan M. Weingarten

GRANTOR MERZBACHER:

Jessica Hellman
Jessica Hellman
Karin Merzbacher
Karin Merzbacher
Thomas Merzbacher
Thomas Merzbacher

GRANTEE:

SECRET HARBOR SCHOOL
Brian Carroll
By: *Brian Carroll*
Its: EXECUTIVE DIRECTOR

SHS Easement

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Kathy Hill, Skagit County Auditor

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DATED this 17 day of February, 1999.

GRANTOR RICHTER:

Joachim Richter
Joachim Richter

Patricia Richter
Patricia Richter

GRANTOR TYE-CANDELARIO:

Patrick Charles Tye
Patrick Charles Tye

Tonya Robinson Tye
Tonya Robinson Tye

Frank Robert Candelario
Frank Robert Candelario

Kristina L. Candelario
Kristina L. Candelario

GRANTOR WEINGARTEN:

Thomas J. Weingarten
Thomas J. Weingarten

Susan M. Weingarten
Susan M. Weingarten

GRANTOR MERZBACHER:

Jessica Hellman
Jessica Hellman

Karin Merzbacher
Karin Merzbacher

Thomas Merzbacher
Thomas Merzbacher

GRANTEE:

SECRET HARBOR SCHOOL

Brian Carroll
By: Brian Carroll
Its: EXECUTIVE DIRECTOR

SHS Easement



November 11, 1999

DATED this 13 day of March, 2000

GRANTOR RICHTER:

Joachim Richter
Joachim Richter

Patricia Richter

GRANTOR TYE-CANDELARIO:

Patrick Charles Tye

Tonya Robinson Tye

Frank Robert Candelario

Kristina L. Candelario

GRANTOR WEINGARTEN:

Thomas J. Weingarten
Thomas J. Weingarten

Susan M. Weingarten
Susan M. Weingarten

GRANTOR MERZBACHER:

Jessica Hellman

Karin Merzbacher

Thomas Merzbacher

GRANTEE:

SECRET HARBOR SCHOOL

Brian Carroll
By: *Brian Carroll*
Its: EXECUTIVE DIRECTOR

SHS Easement

6-C

November 11, 1999

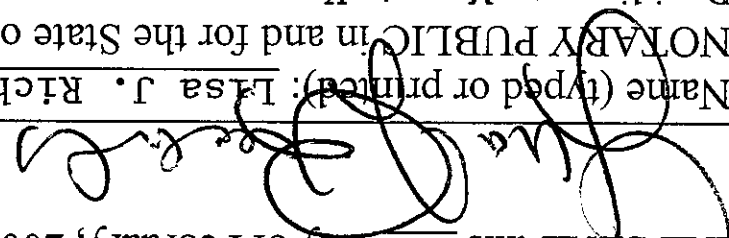


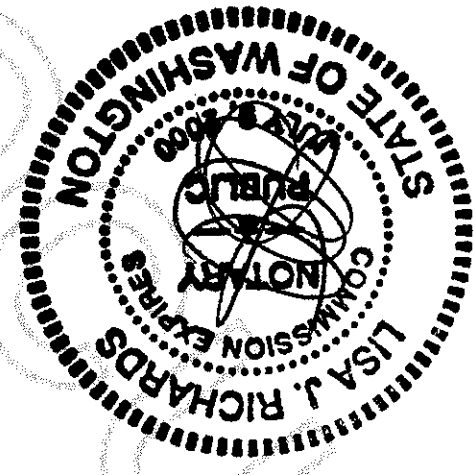
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STATE OF WASHINGTON)
COUNTY OF SKAGIT)
(ss.
(

THIS IS TO CERTIFY that on this 17 day of February, 2000, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared Joachim and Patricia Richter, to me known to be 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.

WITNESS MY HAND AND OFFICIAL SEAL this 17 day of February, 2000.


Name (typed or printed): Lisa J. Richards
NOTARY PUBLIC in and for the State of Washington
Residing at Mount Vernon
My appointment expires: July 9, 2000



SHS Easement



ACKNOWLEDGMENT

ATTACHED TO and made a part
of Easement Agreement

STATE OF Washington }
County of Skagit }
SS: }

On this 17 day of March, 2000 before me personally appeared Joachim

Richter, who executed the within instrument as Attorney in Fact for Jessica Hellman, Karin Merzbacher and Thomas Merzbacher

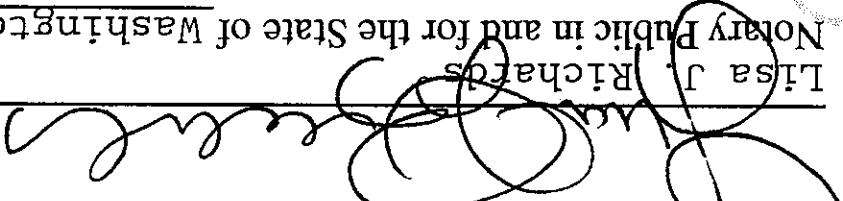
and acknowledged to me that he signed and sealed the same as his free and voluntary act and

deed as attorney in fact for Jessica Hellman, Karin Merzbacher and Thomas Merzbacher for the uses and purposes therein mentioned, and on oath stated that the Power of Attorney

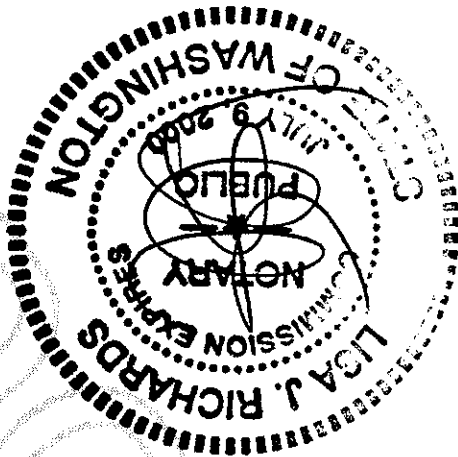
authorizing the execution of this instrument has not been revoked and that the said Jessica Hellman, Karin Merzbacher and Thomas Merzbacher is now living, and is not incompetent.

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

(Seal)



Lisa J. Richards
Notary Public in and for the State of Washington
Residing at Mount Vernon
My appointment expires: July 9, 2000



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Kathy Hill, Skagit County Auditor



February 2000
WITNESS MY HAND AND OFFICIAL SEAL this 17th day of November, 1999.
Name (typed or printed) M. Lange
NOTARY PUBLIC in and for the State of Washington
Residing at 1424 1st Ave S
My appointment expires: February 2000

THIS IS TO CERTIFY that on this 17th day of November, 1999, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared Patrick and Tonya Tye, to me known to be 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.

STATE OF WASHINGTON)
COUNTY OF KING)
ss. Snodgrass)

STATE OF WASHINGTON)
COUNTY OF KING)
SS.)
()

THIS IS TO CERTIFY that on this 17 day of November, 1999, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared Frank and Kristina Candelario, to me known to be 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.

WITNESS MY HAND AND OFFICIAL SEAL this 17 day of November, 1999.

Name (typed or printed): NANCY F. GASTON
NOTARY PUBLIC in and for the State of Washington
Residing at GREENBANK WA
My appointment expires: 5/29/00

SHS Easement

STATE OF WASHINGTON)
(ss.)
COUNTY OF KING)

THIS IS TO CERTIFY that on this 13 day of November, 1999, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared Thomas and Susan Weingarten, to me known to be individuals described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/hers/theirs free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS MY HAND AND OFFICIAL SEAL this 13 day of November, 1999.
March 2020

Barbara Dick
Name (typed or printed): BARBARA DICK
NOTARY PUBLIC in and for the State of Washington
Residing at Kettle
My appointment expires: 11/28/00





WITNESS MY HAND AND OFFICIAL SEAL this 3 day of February, 2000.
Name (typed or printed): Lisa J. Richards
Residing at Mount Vernon
My appointment expires: July 9, 2000



THIS IS TO CERTIFY that on this 3 day of February, 2000, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared Brian Carroll, to me known to be the Executive Director of Secret Harbor School, the Washington non-profit corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said non-profit corporation, for the uses and purposes therein mentioned, and on oath stated the he was authorized to execute said instrument of behalf of said non-profit corporation that he signed the same as his/hers/theirs free and voluntary act and deed, for the uses and purposes therein mentioned.

STATE OF WASHINGTON)
COUNTY OF SKAGIT)
(ss.
(

EXHIBIT A-1

Lot 1 of Richter Property
Legal Description

Lot 1 of Skagit County Short Plat No. 127-78, as approved March 16, 1979, and recorded March 20, 1979, in Volume 3 of Short Plats, page 83, under Auditor's File No. 7903200011, records of Skagit County, Washington; being a portion of Government Lots 4 and 5, Section 4, Township 35 North, Range 1 East, W.M. Together with tidelands of the second class, if any, adjoining or abutting. Situate in the County of Skagit, State of Washington.

A-1



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EXHIBIT A-2

Lot 2 of Richter Property
Legal Description

Lot 2 of Skagit County Short Plat No. 127-78, as approved March 16, 1979, and recorded March 20, 1979, in Volume 3 of Short Plats, page 83, under Auditor's File No. 7903200011, records of Skagit County, Washington, being a portion of Government Lots 4 and 5, Section 4, Township 35 North, Range 1 East, W.M. Together with tidelands of the second class, if any, adjoining or abutting. Situate in the County of Skagit, State of Washington.

A-2



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Kathy Hill, Skagit County Auditor

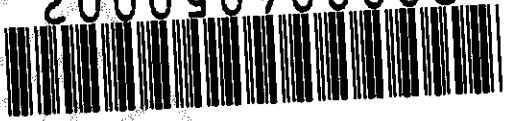
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EXHIBIT A-3

Lot 3 of Richter Property
Legal Description

Lot 3 of Skagit County Short Plat No. 127-78, as approved March 16, 1979, and recorded March 20, 1979, in Volume 3 of Short Plats, page 83, under Auditor's File No. 7903200011, records of Skagit County, Washington; being a portion of Government Lots 4 and 5, Section 4, Township 35 North, Range 1 East, W.M. Together with tidelands of the second class, if any, adjoining or abutting. Situate in the County of Skagit, State of Washington.

A-3



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EXHIBIT A-4

Lot 6 of Richter Property
Legal Description

Lot 6 of Skagit County Short Plat No. 127-78, as approved March 16, 1979, and recorded March 20, 1979, in Volume 3 of Short Plats, page 83, under Auditor's File No. 7903200011, records of Skagit County, Washington; being a portion of Government Lots 4 and 5, Section 4, Township 35 North, Range 1 East, W.M. Together with tidelands of the second class, if any, adjoining or abutting. Situate in the County of Skagit, State of Washington.

A-4



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EXHIBIT B

Tye-Candelario Property
Legal Description

Lot 4 of Skagit County Short Plat No. 127-78, as approved March 16, 1979, and recorded March 20, 1979, in Volume 3 of Short Plats, page 83, under Auditor's File No. 7903200011, records of Skagit County, Washington; being a portion of Government Lots 4 and 5, Section 4, Township 35 North, Range 1 East, W.M. Together with tidelands of the second class, if any, adjoining or abutting. Situate in the County of Skagit, State of Washington.

B



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Kathy Hill, Skagit County Auditor

EXHIBIT C

Weingarten Property
Legal Description

Lot 5 of Skagit County Short Plat No. 127-78, as approved March 16, 1979, and recorded March 20, 1979, in Volume 3 of Short Plats, page 83, under Auditor's File No. 7903200011, records of Skagit County, Washington; being a portion of Government Lots 4 and 5, Section 4, Township 35 North, Range 1 East, W.M. Together with tidelands of the second class, if any, adjoining or abutting. Situate in the County of Skagit, State of Washington.

C



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Kathy Hill, Skagit County Auditor

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EXHIBIT D

Merzbacher Property
Legal Description

Lots 7, 8 and 9 of Skagit County Short Plat No. 127-78, as approved March 16, 1979, and recorded March 20, 1979, in Volume 3 of Short Plats, page 83, under Auditor's File No. 7903200011, records of Skagit County, Washington; being a portion of Government Lots 4 and 5, Section 4, Township 35 North, Range 1 East, W.M. Together with tidelands of the second class, if any, adjoining or abutting. Situate in the County of Skagit, State of Washington.

D



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EXHIBIT E

Secret Harbor School Property
Legal Description

PARCEL "A":

Government Lot 3, EXCEPT the part thereof conveyed to Nels Petter Nicholson, by Deed recorded November 30, 1897, in Volume 34 of Deeds, page 180, and more particularly described as follows:

Commencing at the point on the meander line on the East side of said Lot 3, where said meander line intersects with the creek running across said Lot 3; thence running in a westerly direction along said meander line, 416 feet to a stake or post; thence in a southerly direction to the point where said creek intersects with the quarter section line on the South side of said Lot 3; thence in an Easterly direction along said creek to the place of beginning.

Also, Government Lot 9, EXCEPT the West 21.29 acres, and the West $\frac{1}{2}$ of Government Lot 8, and the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, all in Section 4, Township 35 North, Range 1 E.W.M..

Situate in the County of Skagit, State of Washington.

PARCEL "B":

That portion of Lot 1 Skagit County Short Plat No. 127-78 as approved March 16, 1979, and recorded March 20, 1979, in Volume 3 of Short Plats, page 83, under Auditor's File No. 7903200011, records of Skagit County, Washington; being a portion of Government Lots 4 and 5, Section 4, Township 35 North, Range 1 East of the Willamette Meridian, described as follows:

Beginning at the Southwest corner of said Lot 1; thence North along the West line thereof 170 feet; thence East parallel to the South line of said Short Plat 80 feet; thence South parallel to the West line of Lot 1 170 feet to the South line of said Short Plat; thence West along the South line thereof for 80 feet to the true point of beginning.

Situate in Skagit County, Washington.

PARCEL "C":

Tidelands of the second class, to the line of mean low tide, situated in front of, adjacent to or abutting on that part of the meander line described as follows:

Beginning at the meander corner common to Section 4, Township 35 North, Range 1 East W.M., and Section 33, Township 36 North, Range 1 East W.M. thence South 52°30' West, 8.45 chains; thence South 63° West 10 chains, EXCEPT mineral rights as reserved by the State of Washington by Deed recorded April 3, 1915 under Auditor's File No. 107270, in Volume 100 of Deeds, page 128, records of Skagit County.

E-1

PARCEL "D":
All tidelands of the second class lying above the line of mean low tide situate in front of Government Lots 9 and 10, Section 4, Township 35 North, Range 1 East W.M., EXCEPT mineral rights as reserved by the State of Washington by Deed recorded April 3, 1915 under Auditor's File No. 107270, in Volume 100 of Deeds, page 128, records of Skagit County.

PARCEL "E":
Tidelands of the second class as conveyed by the State of Washington, situate in front of, adjoining or abutting upon Government Lots 2, 3 and 4, and portions of Government Lots 1 and 5, Section 4, Township 35 North, Range 1 East W.M., being measured along the meander line as follows:

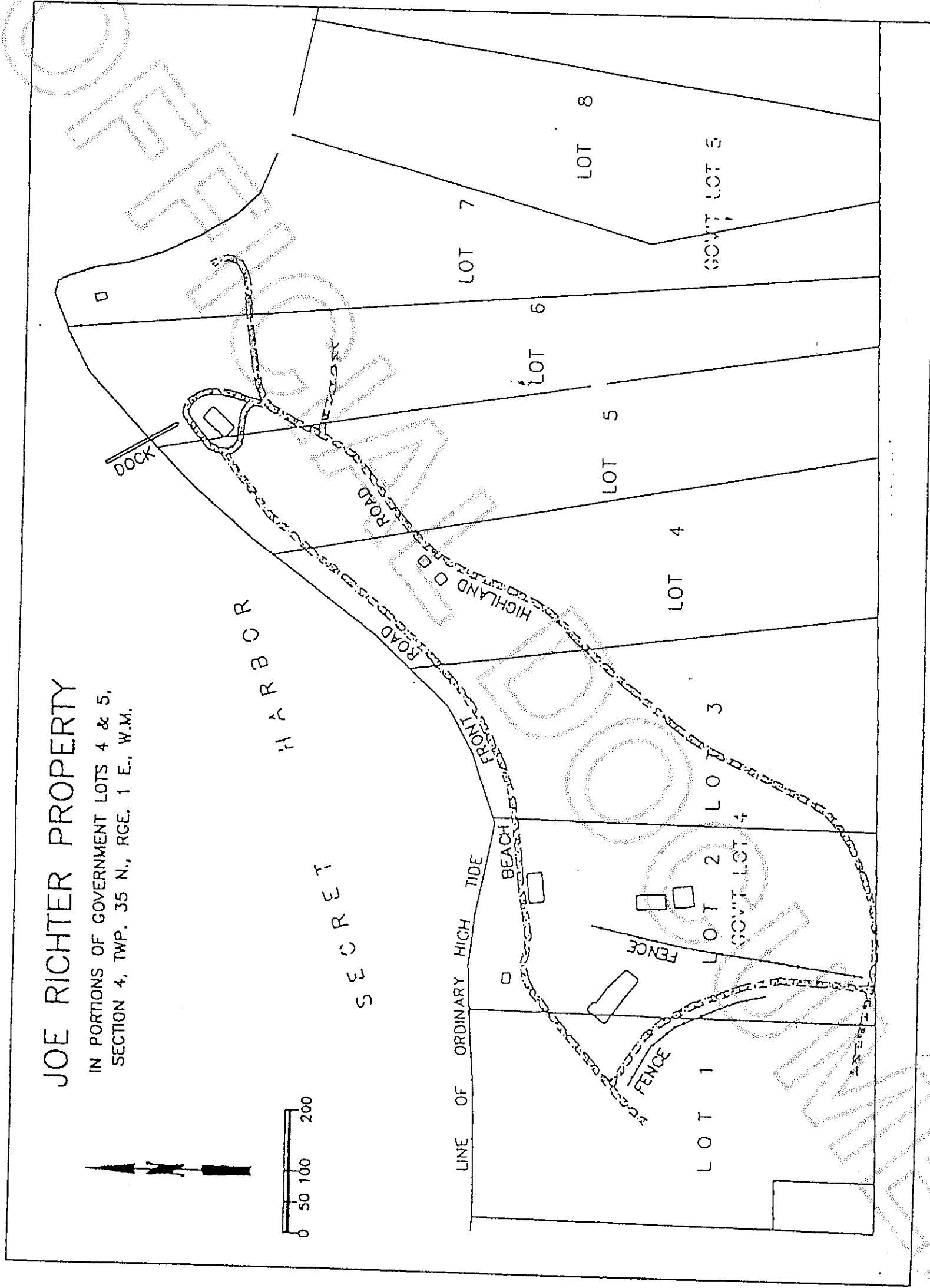
Beginning at the meander corner of fractional Sections 4 and 33, Township 35 and 36 North, Range 1 East W.M., and running thence South 52 1/2° West, 8.45 chains, and South 63° West, 10.00 chains to the true point of beginning of this description; thence South 68-3/4° West 5.00 chains, South 43° West, 3.50 chains, South 56° West, 5.00 chains, South 47° West, 7.50 chains, South 12° West, 9.00 chains, South 34° East, 5.00 chains, South 68° East, 1.50 chains, North 34° East, 5.00 chains, North 63° East, 3.00 chains, South 87° East, 7.00 chains, North 41° East, 14.50 chains, North 86° East, 1.80 chains, South 25° East, 5.50 chains and South 80° East, 8.90 chains to the terminal point of this description; EXCEPT mineral rights as reserved by the State of Washington by Deed recorded October 27, 1909, under Auditor's File No. 76080, in Volume 78 of Deeds, page 359, records of Skagit County.

ALSO, that portion of Government Lot 3, Section 4, Township 35 North, Range 1 East W.M., described as follows:

Commencing at the point of the meander line on the Easterly side of said Government Lot 3 where said meander line intersects with the creek running across said Lot 3, as said creek existed on November 13, 1897; thence running in a Northerly direction along said meander line 416 feet to a stake or post as it existed on November 13, 1897; thence running in a Westerly direction 416 feet to a stake or post as it existed on November 13, 1897; thence in a Southerly direction to a point where the creek intersects with the quarter section line of the South side of Lot 3, as said creek existed on November 13, 1897; thence in an Easterly direction along said creek to the place of beginning.

Situate in the County of Skagit, State of Washington.

EXHIBIT F
Survey Map



JOE RICHTER PROPERTY

IN PORTIONS OF GOVERNMENT LOTS 4 & 5,
SECTION 4, TWP. 35 N., RGE. 1 E., W.M.

SECRET