

James Kotschwar  
PO Box 1593  
Oak Harbor WA 98277



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Kathy Hill, Skagit County Auditor  
4/18/2000 Page 1 of 13 10:35:02AM

## **SUPPLEMENTAL AGREEMENT AS TO WATER SYSTEM OPERATION AND MAINTENANCE COMMUNITY OF TAGGART QUARRY**

**THIS SUPPLEMENTAL AGREEMENT** is made this 27<sup>th</sup> day of October, 1999, by the undersigned owners of property located within the community known as Taggart Quarry, to witness the following:

**WHEREAS, HAROLD L. HARRINGTON**, an unmarried individual, and **CAROL T. GAFFNEY**, an unmarried individual, are the owners of that parcel of real property which is fully described in attached Exhibit "A", page 10, hereinafter referred to as the "**HARRINGTON/GAFFNEY TRACT 1**". The abbreviated legal description of the **HARRINGTON/GAFFNEY TRACT 1** is as follows: Section 13, Township 34 North, Range 1 E.W.M., Ptn. of NW  $\frac{1}{4}$ , SE  $\frac{1}{4}$ , SW  $\frac{1}{4}$ ; and Ptn. SW  $\frac{1}{4}$ , SE  $\frac{1}{4}$ , SW  $\frac{1}{4}$ ; and the Skagit County Assessor's Tax Parcel Number for which is as follows: 340113-3-009-0009; and,

**WHEREAS, RICHARD MORGAN and CATHERINE M. MORGAN**, husband and wife, are the owners of that parcel of real property which is fully described in attached Exhibit "A", page 10, hereinafter referred to as the "**MORGAN TRACT 2**". The abbreviated legal description of the **MORGAN TRACT 2** is as follows: Section 13, Township 34 North, Range 1 E.W.M., Ptn. of NE  $\frac{1}{4}$ , SE  $\frac{1}{4}$ , SW  $\frac{1}{4}$ ; and the Skagit County Assessor's Tax Parcel Number for which is as follows: 340113-3-006-0036; and,

**WHEREAS, CARL R. CLINESMITH AND JUDITH A. CLINESMITH**, husband and wife, are the owners of that parcel of real property which is fully described in attached Exhibit "A", pages 10 and 11, hereinafter referred to as the "**CLINESMITH TRACT 3**". The abbreviated legal description of the **CLINESMITH TRACT 3** is as follows: Section 13,

Township 34 North, Range 1 East W.M., Ptn. of N ½ of SE ¼ of SE ¼ and portion N ½ SW ¼ SW ¼ SE ¼; and the Skagit County Assessor's Tax Parcel Number for which is as follows: 340113-3-005-0037; and,

WHEREAS, **WILLIAM M. BUCHMAN** and **ELISABETH J. BUCHMAN**, husband and wife, are the owners of that parcel of real property which is fully described in attached Exhibit "A", page 11, hereinafter referred to as the "**BUCHMAN TRACT 4**". The abbreviated legal description of the BUCHMAN TRACT 4 is as follows: Section 13, Township 34 North, Range 1 East W.M., Ptns. of SW ¼ of SE ¼ of SW ¼, and the Skagit County Assessor's Tax Parcel Number for which is as follows: 340113-3-008-0026; and,

WHEREAS, **DANIEL E. DOWNING** and **ALIN G. DOWNING**, husband and wife, are the owners of those parcels of real property which are fully described in attached Exhibit "A", pages 11 and 12, hereinafter referred to as "**DOWNING TRACT 5** and **DOWNING TRACT 6**". The abbreviated legal description of DOWNING TRACT 5 is as follows: Section 13, Township 34 North, Range 1 East W.M., Ptn. SE ¼, SE ¼, SW ¼, and Ptn. North ½, SW ¼, SW ¼, SE ¼ and the Skagit County Assessor's Tax Parcel Number for which is as follows: 340113-3-009-0207. The abbreviated legal description of DOWNING TRACT 6 is as follows: Section 13, Township 34 North, Range 1 East W.M., South ½, SE ¼, SE ¼, SW ¼, and the Skagit County Assessor's Tax Parcel Number for which is as follows: 340113-3-008-0008; and,

WHEREAS, the above-referenced tracts are subject to that certain Declaration of Easements, Protective Covenants and Road and Well Maintenance Provisions dated and recorded July 15, 1996, and recorded as Auditor's No. 9607150132, records of Skagit County, Washington; and,

WHEREAS, the named parties desire to supplement and/or amend the referenced Declaration (Auditor's No. 9607150132).

NOW, THEREFORE, for and in consideration of mutual benefits of a non-monetary nature, and in consideration of the covenants and agreements contained herein, the undersigned parties do hereby grant, convey, declare, and agree as follows:

(1) **EASEMENTS.**

(a) **HAROLD L. HARRINGTON** and **CAROL T. GAFFNEY**, as owners of the HARRINGTON/GAFFNEY TRACT 1 on which the well is situated, do hereby grant, confirm and convey to the Taggart Quarry Community Association, a Washington nonprofit corporation, hereinafter referred to as "Association", and to the owners of the above-referenced tracts as individuals and as members of the Association, the right to draw water from the existing well located in the HARRINGTON/GAFFNEY TRACT 1, the location of



said well being delineated on the survey recorded on July 15, 1996, in Book 18 of Surveys, Pages 120 and 121, under Auditor's File No. 9607150009, records of Skagit County, Washington; and,

(b) HAROLD L. HARRINGTON and CAROL T. GAFFNEY, as owners of the HARRINGTON/GAFFNEY TRACT 1, and RICHARD MORGAN and CATHERINE M. MORGAN, as owners of the MORGAN TRACT 2, do hereby grant, confirm and convey to the Taggart Quarry Community Association, a Washington nonprofit corporation, hereinafter referred to as "Association", and to the owners of the above-referenced tracts as individuals and as members of the Association, an easement running to the above-referenced well site for ingress, egress, and the installation, repair, and maintenance of utilities, over, under, and across that portion of the HARRINGTON/GAFFNEY TRACT 1 and that portion of the MORGAN TRACT 2, which is depicted on the above-referenced survey (Auditor's No. 9607150009) and which is labeled therein as "30' Nonexclusive Utility Easement". This easement shall also be deemed to benefit and specifically run in favor of such public utility service providers as may be designated by the private water system to provide utility services to the water system, including Puget Sound Energy, and its successors and assigns, providing it with the right to install, lay, construct, renew, operate, and maintain conduits, cables, and wires, with the necessary facilities and the equipment for providing the water system with electrical services. The purposes of this easement shall also be deemed to include the installation of a well house, pumps, water storage reservoir, pressure tank, and anything reasonably necessary for the operation of the water system.

(2) **WATER SHARES.** The owners of the above-referenced tracts are respectively granted one (1) water share per tract in and for the use of the said well and water system, subject to the terms of this agreement, and shall be considered members of the Taggart Quarry Community Association. For voting purposes on any issue concerning the water system each water share owned shall entitle the owner of such share to one (1) vote per water share owned with voting to be conducted in the manner specified by the Article of Incorporation and Bylaws of the Association.

As used herein, the term "owners" shall be considered to mean the owner(s) in fee simple, or the purchaser(s) in a real estate contract for the purchase of, a parcel of real property described and referred to in this Agreement, whichever party has the right to possession of the property. The term "owner" does not, however, include a tenant or subtenant of any such property which is leased, but would refer to instead the lessor who is the fee simple owner or contract purchaser of the property. Further, the term "owner" does not include any mortgagee, deed of trust beneficiary, or party holding a secured interest in any such property. Water shares in the water system and membership in the Association shall be deemed appurtenant to each of the herein-referenced tracts and shall automatically pass with any transfer of ownership of any such tract.



Each water share and membership in the water system shall represent the right to connect to and draw water from the said well and water system for the reasonable domestic purposes of, and in quantities reasonably necessary to serve, such residential dwelling(s), structures, and improvements appurtenant to such dwelling(s), which are now or may be constructed on the parcel served by such water share in compliance with applicable ordinances and regulations.

(3) **WATER SYSTEM MAINTENANCE.** The owner(s) of each water share shall share, one share per each water share owned, in the maintenance and operation costs and expenses of the well and any portion of the water system used in common, together with such other miscellaneous or general expenses and/or fees, as incurred and assessed by the Association, in accordance with its Articles of Incorporation, Bylaws, and any other rules and regulations which it may adopt.

Any person or entity whose only interest in any parcel which is part of the water system is that of a beneficiary of a deed of trust, holder of a mortgage, or real estate contract seller, shall not be responsible to share in any such costs of water system operation and maintenance until or unless such person or entity should come into the right of possession of the subject parcel.

(4) **MAINTENANCE AND REPAIR OF PIPELINES.** All pipelines in the water system shall be maintained so that there will be no leakage or seepage, or other defects which may cause contamination of the water, or injury, or damage to persons or property. With the exception of the main distribution line, any owner of a water share served by a separate water line, or any separate portion thereof, or separate water system equipment, such as water softeners or filters, which run to and/or serve that owner's property only, shall be solely responsible for the maintenance and repair of any such separate pipeline or equipment. It is the intention of the parties hereto to share the costs of maintenance of, and improvements to, the entire main distribution line, and only those other portions of the water system facilities and equipment which are used in common. No water pipeline shall be installed within ten (10) feet of a septic tank or within ten (10) feet of sewage disposal drainfield lines.

(5) **PROHIBITED PRACTICES.** None of the parties hereto will undertake any action or suffer any act or condition which could reasonably result in the contamination and/or pollution of the well and water source, as prohibited by applicable governmental agencies. Further, each of the undersigned, covenant on behalf of themselves, and on behalf of their heirs, successors, and/or assigns, that they will not construct, maintain, or suffer to be constructed or maintained, within one hundred (100) feet of the above-referenced well, so long as the same is operated to furnish water for public consumption, any of the following: cesspools, sewers, privies, septic tanks, drainfields, manure piles, garbage of any kind or description, barns,

chicken houses, rabbit hutches, pigpens, or other enclosures or structures for the keeping or maintenance of fowls or animals, or storage of commercial or bulk liquid or dry chemicals, herbicides, or insecticides, except those chemicals, herbicides, or insecticides normal to a single family residence. Further, any party bound by this agreement will conform to the locational requirements of Skagit County, Washington, with respect to sewage disposal, and the construction and maintenance of any structure or residence.

(6) **RESTRICTION ON FURNISHING WATER TO ADDITIONAL PARTIES.** No party who is entitled to receive water in accordance with the terms of this Agreement may convey or sell water on a temporary or permanent basis to any third party for the benefit of property not part of the water system. Further, water shall not be furnished to additional parties beyond the number of water shares contemplated by this Agreement, except in accordance with Skagit County Health Department regulations and applicable regulations of the Washington State Department of Health.

(7) **UNPAID OR DELINQUENT ASSESSMENTS.** Any sum owing to the Association by a person responsible therefor under the terms of the Articles of Incorporation, Bylaws, and other rules and regulations thereof which is not paid as required shall be deemed to be delinquent. Time shall be considered of the essence. Thereafter the sum due shall bear interest at the rate of twelve (12%) percent per annum. Upon becoming delinquent, the unpaid charges for maintenance and repairs shall constitute a lien upon the property against which the same was levied, and the person(s) responsible for collecting such sums on behalf of the Association may file in the office of the Auditor for Skagit County, Washington, a statement of charges due, which statement shall be in the form of a Notice of Claim of Lien upon the real property owned or possessed by the delinquent party. A release of said lien shall be filed by such designated person or persons upon payment in full of said amounts owing with interest and costs, disbursements, and attorneys' fees, if any, which may be incurred in the collection of the sum owing. Said lien may be enforced or foreclosed by the water system, as may any lien on real property under the law, and if the lien is foreclosed, the property owner shall be liable to pay for the costs and disbursements incurred therein, including reasonable attorneys' fees. All of such costs, disbursements, and fees shall be secured by the lien.

In the event that there are any such delinquent sums owing to the Association and the tract with respect to which the delinquent sums have arisen is transferred or sold to a new owner or purchaser, the said new owner or purchaser shall also become obligated to pay all such delinquent charges.

(8) **HOLD HARMLESS AND INDEMNITY.** The owners of each of the parcels described herein and each of the water shares, as parties hereto, each release the other, and the Association, and waive their entire right of recovery against each other from any and all liability, loss, damage or personal injury arising out of the use of consumption of water from





the water system, and further agree to indemnify, defend and hold each other harmless from any liability, loss, damage, injury claims, suits or actions, and costs and expenses, thereof, which may be asserted against any party by any person who makes a claim because of use of the water, unless such liability, loss, damage or personal injury arises out of the willful, intentional, or grossly negligent acts of the party against whom such claim is made.

(9) **WATER SYSTEM REPRESENTATIVE.** The Association shall designate an individual to represent the water system in all manners related to compliance with federal, state, or local laws, ordinances, rules, and regulations governing the water system. Such representative must be an owner of one of the herein-referenced tracts. The representative shall serve until a successor is chosen or until the representative gives written notice to the Association of intent to resign, or until the representative no longer has an ownership interest in any tract which is subject to this Agreement, whichever occurs first.

(10) **ESTABLISHMENT OF A RESERVE FUND.** Within ten (10) days after execution of this Agreement by all parties, the owner(s) of each tract shall contribute the sum of two hundred fifty dollars, U.S. (\$250.00) per each tract owned to the Association to establish a reserve fund. The reserve fund is to pay for the cost of capital improvements and replacements as opposed to routine maintenance and repairs. Hereafter, the owner(s) of each tract shall contribute the amount of two hundred fifty dollars, U.S. (\$250.00) per each tract owned, on or before the 1<sup>st</sup> day of January of each calendar year. The amount of contribution to the reserve fund may be modified, from time to time, by a majority vote of the members of the Association, voting according to its Articles of Incorporation and Bylaws.

(11) **AMENDMENT.** This Agreement is intended to supplement the above-referenced Declaration pertaining to the Taggart Quarry Community Water Association (Auditor's No. 9607150132). To the extent any part of this Agreement is deemed to conflict with any provision in the previous Declaration (Auditor's No. 9607150132), the terms of this Agreement shall control, and, to that extent only, be deemed an amendment of the provisions of the previous Declaration (Auditor's No. 9607150132). Any other previous understandings or agreements, written or oral, concerning maintenance of the Taggart Quarry Community water system is hereby revoked. Further, this Agreement may be amended or modified only by a subsequent writing, duly executed by the owners of at least seventy-five percent (75%) of the water shares which are a part of the system, one vote per each water share owned.

(12) **GENERAL.**

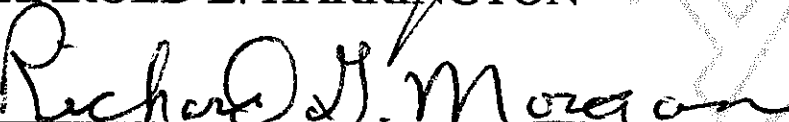
(a) This Agreement shall be governed by, construed by, and interpreted in accordance with the laws of the State of Washington.

(b) That in the event that any obligated party should default in that party's obligations under the terms of this Agreement, the water system as an organization, or any water share owner acting individually, may seek to enforce this agreement, and in such event, shall be entitled to reimbursement by the defaulting party of reasonable attorney's fees, court costs, and other actual expenses, if any, which are incurred in the enforcement of the terms and obligations of this agreement, whether or not a lawsuit may actually be brought or filed.


(c) The rights and easements and the covenants contained herein shall be binding upon the undersigned, their heirs, successors and/or assigns, as owners of the tracts referenced and described herein, and shall run to the benefit of the Association, its members, and the owners, present and future, of the herein-referenced and described tracts, and as such shall be deemed to run with the land.

IN WITNESS WHEREOF, the undersigned parties hereto have set their hands this 27<sup>th</sup> day of October, 1999.

  
HAROLD L. HARRINGTON

  
RICHARD MORGAN

  
CARL R. CLINESMITH

  
WILLIAM M. BUCHMAN

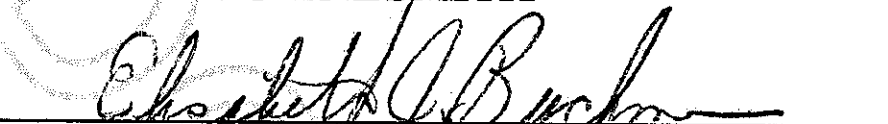
  
DANIEL E. DOWNING

A82:TWSA

  
CAROL T. GAFFNEY

  
CATHERINE M. MORGAN

  
JUDITH A. CLINESMITH

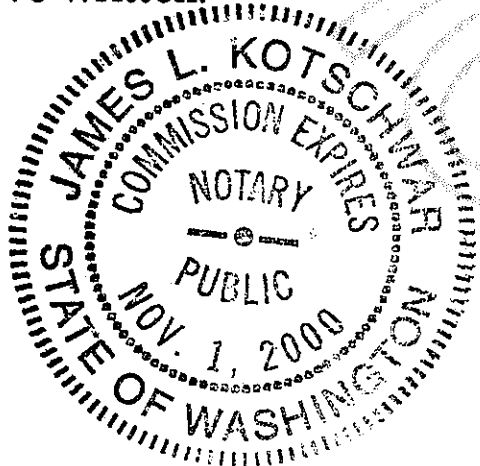
  
ELISABETH J. BUCHMAN

  
ALIN G. DOWNING

STATE OF WASHINGTON )  
 ) ss.  
County of Island )

On this 10<sup>th</sup> day of SEPTEMBER, A.D. 1999, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared HAROLD L. HARRINGTON and CAROL T. GAFFNEY, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

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

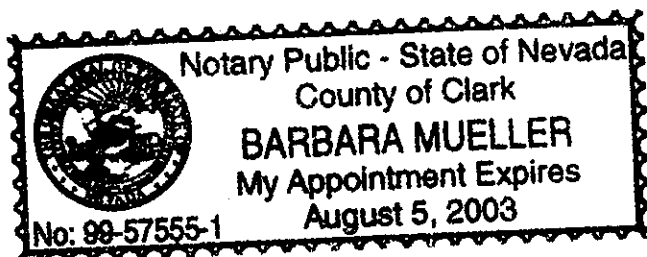


James L. Kotschwar  
JAMES L. KOTSCHWAR  
Notary Public in and for the State  
of Washington, residing at Oak Harbor.  
My commission expires: Nov. 1, 2000.

STATE OF WASHINGTON )  
 ) ss.  
County of Clark )

On this 27<sup>th</sup> day of October, A.D. 1999, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared RICHARD MORGAN and CATHERINE M. MORGAN, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

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



Barbara Mueller  
Notary Public in and for the State  
of Nevada, residing at Nevada  
My commission expires: 8/5/2003

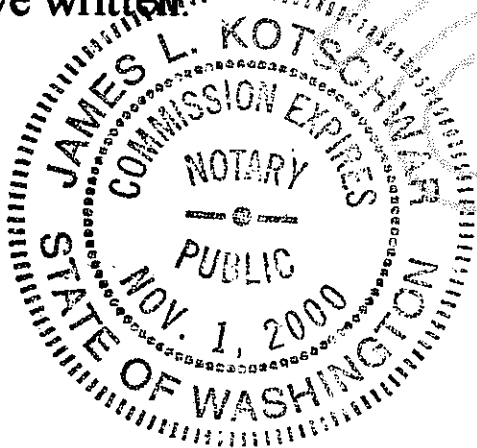




STATE OF WASHINGTON )  
 ) ss.  
County of ISLAND )

On this 10<sup>th</sup> day of SEPTEMBER A.D. 1999, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared CARL R. CLINESMITH and JUDITH A. CLINESMITH, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

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

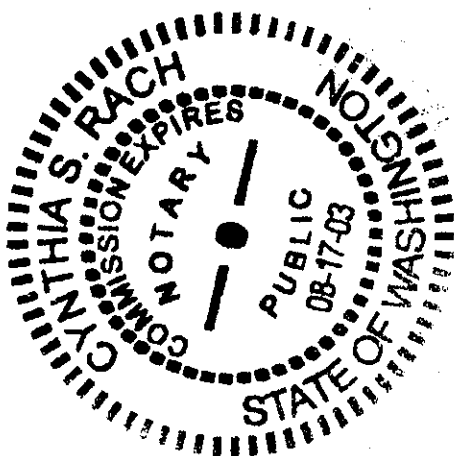


James L. Kotschwar  
JAMES L. KOTSCHWAR  
Notary Public in and for the State  
of Washington, residing at OAK HARBOR.  
My commission expires: NOV. 1, 2000

STATE OF WASHINGTON )  
 ) ss.  
County of King )

On this 27<sup>th</sup> day of Sept., A.D. 1999, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared WILLIAM M. BUCHMAN and ELISABETH J. BUCHMAN, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

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



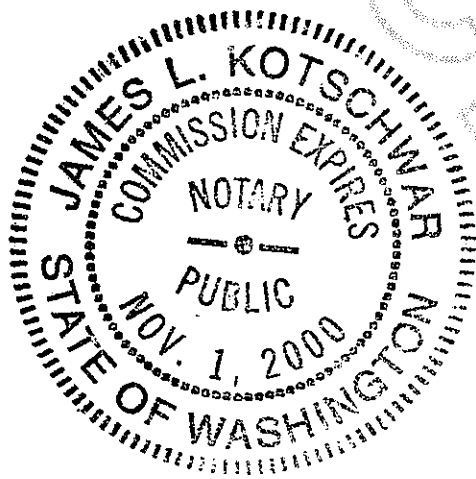
Cynthia S. Rack  
Cynthia S. Rack  
Notary Public in and for the State  
of Washington, residing at Woodinville  
My commission expires: 8/17/03



STATE OF WASHINGTON )  
 ) ss.  
County of ISLAND )

On this 10<sup>TH</sup> day of SEPTEMBER, A.D. 1999, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared DANIEL E. DOWNING and ALIN G. DOWNING, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

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



James L. Kotschwar  
JAMES L. KOTSCHWAR  
Notary Public in and for the State  
of Washington, residing at OAK HARBOR  
My commission expires: Nov. 1, 2000.



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Kathy Hill, Skagit County Auditor  
4/18/2000 Page 10 of 13 10:35:02AM

## **EXHIBIT "A"**

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

### **Harrington/Gaffney – Tract 1**

The Northwest Quarter of the Southeast Quarter of the Southwest Quarter TOGETHER WITH the North Half of the Southwest Quarter of the Southeast Quarter of the Southwest Quarter of Section 13, Township 34 North, Range 1, East of Willamette Meridian. EXCEPT the South 70 feet thereof.

### **Morgan – Tract 2**

The West Half of the Northeast Quarter of the Southeast Quarter of the Southwest Quarter of Section 13, Township 34 North, Range 1 East, W.M.

### **Clinesmith Parcel – Tract 3**

The East Half of the Northeast Quarter of the Southeast Quarter of the Southwest Quarter and the Northwest Quarter of the Southwest Quarter of the Southeast Quarter lying Westerly of that certain roadway as set forth in easement granted to Earl B. Rogers and Teresa A. Rogers by instrument dated July 28, 1961, and recorded August 2, 1961, under Auditor's File No. 610687, records of Skagit County, Washington, as said roadway was located and established on February 6, 1967, all in Section 13, Township 34 North, Range 1 East of the Willamette Meridian, Skagit County, Washington; and

That portion of the North Half of the Southeast Quarter of the Southeast Quarter of the Southwest Quarter of Section 13, Township 34 North, Range 1 East of the Willamette Meridian, and that portion of the North Half of the Southwest Quarter of the Southwest Quarter of the Southeast Quarter of said Section 13 lying Westerly of an existing gravel roadway as set forth in an easement to Earl and Teresa Rodgers by instrument recorded under Auditor's File No. 610687, records of Skagit County, described as follows:

Commencing at the South quarter corner of said Section 13;  
thence North 1°59'50" East along the North-South centerline of said Section 13, a distance of 660.90 feet to the Northeast corner of the South Half of the Southeast Quarter of the Southwest Quarter of Section 13, being the true point of beginning;  
thence North 88°09'09" West along the North line of said South Half of the Southeast Quarter of the Southwest Quarter, a distance of 332.07 feet to the Southwest corner of the East Half of the Northeast Quarter of the Southeast Quarter of the Southwest Quarter of said Section 13;  
thence South 2°07'49" West a distance of 30.00 feet;

(Continued)

(Clinesmith – Tract 3 – Continued)

thence South 88°09'09" East parallel to the said North line of the South Half of the Southeast Quarter of the Southwest Quarter, a distance of 577.11 feet, more or less, to the Westerly line of an existing gravel road, being that roadway as set forth in an easement to Earl and Teresa Rodgers by instrument recorded under Auditor's File No. 610687, records of Skagit County, Washington;

thence North 20°47'28" West a distance of 32.76 feet to the North line of the South Half of the Southwest Quarter of the Southeast Quarter of said Section 13;

thence North 88°12'39" West along said North line of the South Half of the Southwest Quarter of the Southeast Quarter, a distance of 202.20 feet, more or less, to the true point of beginning.

**Buchman – Tract 4**

The South Half of the Southwest Quarter of the Southeast Quarter of the Southwest Quarter of Section 13, Township 34 North, Range 1 East, W.M., and together with the South 70.00 feet of the North Half of the Southwest Quarter of the Southeast Quarter of the Southwest Quarter of said Section 13.

**Downing – Tract 5**

The North Half of the Southeast Quarter of the Southeast Quarter of the Southwest Quarter of Section 13, Township 34 North, Range 1 East of the Willamette Meridian; TOGETHER WITH that portion of the North Half of the Southwest Quarter of the Southwest Quarter of the Southeast Quarter of said Section 13 lying Westerly of an existing gravel roadway as set forth in an easement to Earl and Teresa Rodgers by instrument recorded under Auditor's File No. 610687, records of Skagit County;

EXCEPT all that portion described as follows:

Commencing at the South Quarter corner of said Section 13;

thence North 1°59'50" East along the North-South centerline of said Section 13, a distance of 660.90 feet to the Northeast corner of the South Half of the Southeast Quarter of the Southwest Quarter of said Section 13, being the true point of beginning;

thence North 88°09'09" West along the North line of said South Half of the Southeast Quarter of the Southwest Quarter a distance of 332.07 feet to the Southwest corner of the East Half of the Northeast Quarter of the Southeast Quarter of the Southwest Quarter of said Section 13;

thence South 2°07'49" West a distance of 30.00 feet;

thence South 88°09'09" East parallel to the said North line of the South half of the Southeast Quarter of the Southwest Quarter a distance of 577.11 feet, more or less, to the Westerly line

(Continued)



(Downing – Tract 5 – Continued)

of an existing gravel road, being that roadway as set forth in an easement to Earl and Teresa Rodgers by instrument recorded under Auditor's File No. 610687, records of Skagit County; thence North 20°47'28" West a distance of 32.76 feet to the North line of the South Half of the Southwest Quarter of the Southeast Quarter of said Section 13; thence North 88°12'39" West along said North line of the South Half of the Southwest Quarter of the Southeast Quarter, a distance of 202.20 feet, more or less, to the true point of beginning.

**Downing – Tract 6**

The South Half of the Southeast Quarter of the Southeast Quarter of the Southwest Quarter of Section 13, Township 34 North, Range 1 East of the Willamette Meridian; TOGETHER WITH that portion of the South Half of the Southwest Quarter of the Southwest Quarter of the Southeast Quarter of said Section 13 lying Westerly of an existing gravel roadway as set forth in an easement to Earl and Teresa Rodgers by instrument recorded under Auditor's File No. 610687, records of Skagit County, Washington.

END OF EXHIBIT "A"

