

Filed at Request of:

Joshua Rosenstein
HANSON BAKER LUDLOW DRUMHELLER P.S
10777 Main Street, Suite 300
Bellevue, Washington 98004



200005310037

Kathy Hill, Skagit County Auditor
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DOCUMENT TITLE	Agreement Regarding Successor Declarant and Indemnity
REFERENCE NO. OF DOCUMENTS ASSIGNED/RELEASED	200004200063 FIRST AMERICAN TITLE CO. 200004200062 ACCOMMODATION RECORDING ONLY m7295
GRANTOR	Allegre-Mitzel Partnership, a Washington general partnership
GRANTEE	Westside Meadows Limited Liability Company, a Washington limited liability company
LEGAL DESCRIPTION	Portions of Government Lots 2 and 3, Section 6 Township 34 N., Range 4 E., W.M., in Skagit County, Washington.
ASSESSOR'S PARCEL NO.	

AGREEMENT REGARDING SUCCESSOR DECLARANT AND INDEMNITY WESTPOINT, A CONDOMINIUM

THIS AGREEMENT is between Allegre-Mitzel Partnership, a Washington general partnership ("Declarant"), and Westside Meadows Limited Liability Company, a Washington limited liability company ("Successor Declarant").

WHEREAS, Declarant established Westpoint, a Condominium (the "Condominium") by executing and recording the Declaration for Westpoint, a Condominium, recorded under Skagit County Recording No. 200004200063 and recording the Survey Map and Plans for said condominium under Skagit County Recording No. 200004200062 (collectively, the "Condominium Documents") all in Skagit County, Washington. The legal description for the Condominium is on Exhibit A to this Agreement.

WHEREAS, Declarant has transferred and conveyed all right, title and interest in all the Units and all the Common Areas in the Condominium to Successor Declarant with the intention that Successor Declarant will substitute for Declarant in all Declarant's rights and responsibilities conferred and required by the Condominium Documents.

WHEREAS, Successor Declarant is willing to be substituted in place of Declarant and to indemnify and hold Declarant harmless on the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the promises contained herein and the performance of those promises, the parties agree as follows:

1. Upon execution of this Agreement, Successor Declarant shall be and hereby is substituted in the place of Declarant for all purposes under the Condominium Documents, and Successor Declarant hereby acquires all the rights and assumes all the responsibilities of Declarant in the Condominium, as if Successor Declarant had been the Declarant in the Condominium Documents.

2. Successor Declarant shall indemnify and hold Declarant harmless from all claims, demands, damages, actions, causes of action and suits of any kind or nature whatsoever which may result from Declarant executing the Condominium Documents or heretofore acting as Declarant.

3. This Agreement may be specifically enforced in the Superior Court for Skagit County, Washington, and the prevailing party in any such enforcement action shall recover its reasonable attorney fees and costs.

4. This Agreement shall be recorded with the Skagit County Auditor as notice to all who deal with the Units in the Condominium that Declarant is no longer acting as Declarant and Declarant has no further rights or responsibilities in connection with the Condominium. Anyone seeking to deal with the Units and Common Areas in the Condominium after this date shall deal with Successor Declarant.

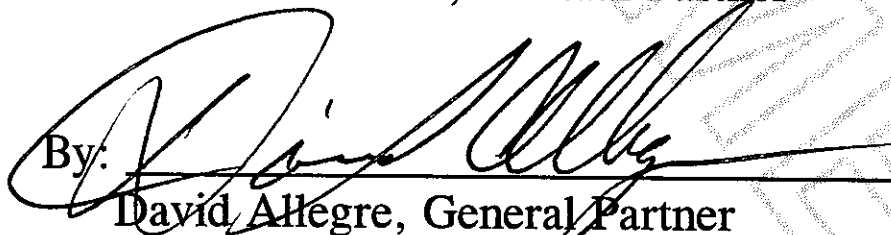
5. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, successors and assigns.

DATED this 22 day of May, 2000.

DECLARANT:

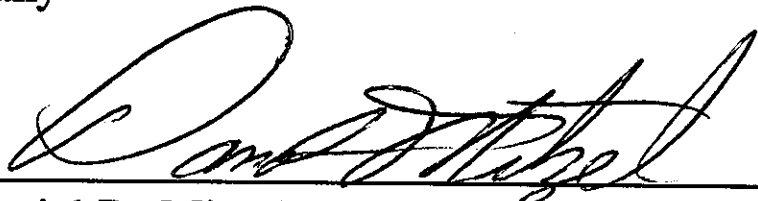
ALLEGRE-MITZEL PARTNERSHIP,
a Washington general partnership


By: 
Daniel R. Mitzel, General Partner

By: 
David Allegre, General Partner

SUCCESSOR DECLARANT:

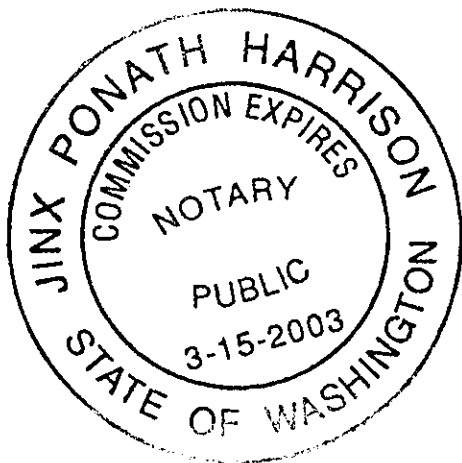
WESTSIDE MEADOWS LIMITED LIABILITY
COMPANY, a Washington limited liability
company

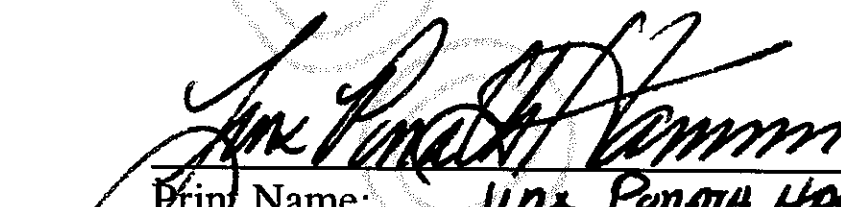
By: 
Daniel R. Mitzel, Managing Member

By: 
David Allegre, Managing Member

STATE OF WASHINGTON)
COUNTY OF Snohomish) ss.
~~KING~~

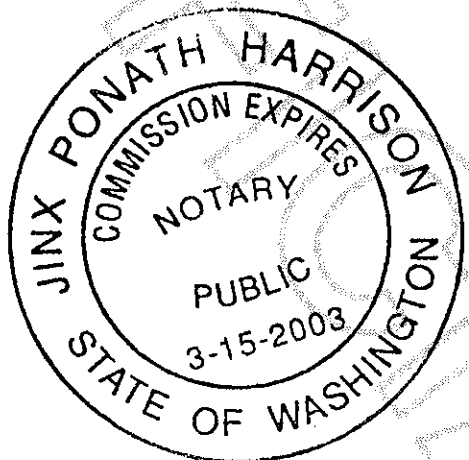
THIS IS TO CERTIFY that on this 24 day of MAY, 2000, before me, a Notary public in and for the State of Washington, duly commissioned and sworn, came Daniel R. Mitzel, personally known or having presented satisfactory evidence to be a general partner in Allegre-Mitzel Partnership, a Washington general partnership, the general partnership that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said general partnership for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

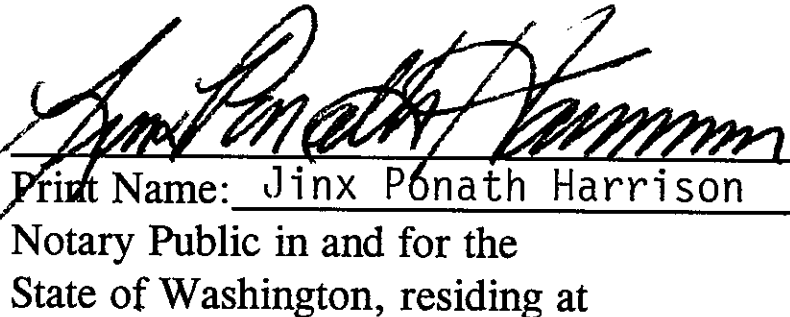



Print Name: Jinx Ponath Harrison
Notary Public in and for the
State of Washington, residing at
Everett
Expiration Date: 3-15-03

STATE OF WASHINGTON)
SNOHOMISH) ss.
COUNTY OF ~~KING~~)

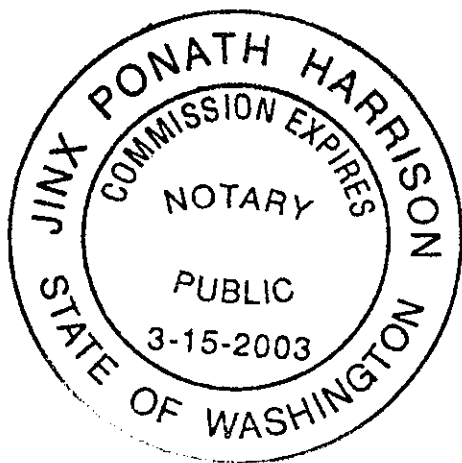
THIS IS TO CERTIFY that on this 22 day of May, 2000, before me, a Notary public in and for the State of Washington, duly commissioned and sworn, came David Allegre, personally known or having presented satisfactory evidence to be a general partner in Allegre-Mitzel Partnership, a Washington general partnership, the general partnership that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said general partnership for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

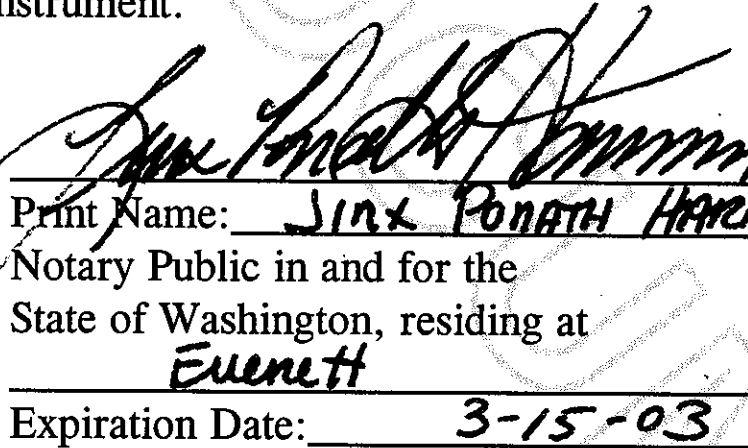



Print Name: Jinx Ponath Harrison
Notary Public in and for the
State of Washington, residing at
Everett
Expiration Date: March 15, 2003

STATE OF WASHINGTON)
Snohomish) ss.
COUNTY OF ~~KING~~)

THIS IS TO CERTIFY that on this 24 day of MAY, 2000, before me, a Notary public in and for the State of Washington, duly commissioned and sworn, came Daniel R. Mitzel, personally known or having presented satisfactory evidence to be a member of Westside Meadows Limited Liability Company, a Washington limited liability company, the limited liability company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.



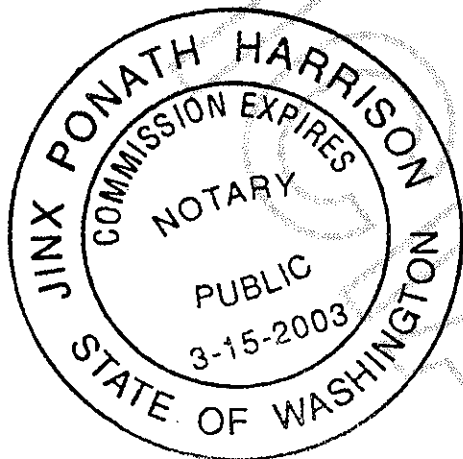

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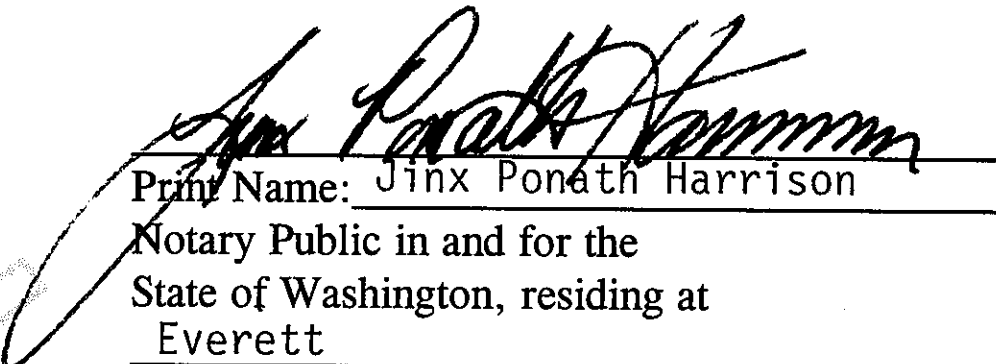


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STATE OF WASHINGTON)
SNOHOMISH) ss.
COUNTY OF KING)

THIS IS TO CERTIFY that on this 22 day of May, 2000, before me, a Notary public in and for the State of Washington, duly commissioned and sworn, came David Allegre, personally known or having presented satisfactory evidence to be a member of Westside Meadows Limited Liability Company, a Washington limited liability company, the limited liability company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.




Print Name: Jinx Ponath Harrison

Notary Public in and for the
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Expiration Date: March 15, 2003



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EXHIBIT A

April 19, 2000

LEGAL DESCRIPTION FOR:

Parcel "A":

Tracts 3 and 4 as shown on survey map recorded February 25, 1983, Book 4 of Surveys, page 85, under Auditor's File No. 8302250027, records of Skagit County, Washington, being a portion of the West Half of the West Half of Government Lot 2, Section 6, Township 34 North, Range 4 East, W.M.

Parcel "B":

That portion of Government Lot 3, Section 6, Township 34 North, Range 4 East, W.M., described as follows:

Beginning at a point on the East line of said Government Lot 3, 186 feet South of the Northeast corner thereof; **thence** North $88^{\circ} 42'$ West, parallel to the North line of said Lot 3, 100 feet; **thence** South parallel to the East line of said Lot 3 to the North right-of-way line of the Great Northern Railway Company Railroad; **thence** North $63^{\circ} 36'$ East along said railway company's North right-of-way line to the East line of said Lot 3; **thence** North along the East line of said Lot 3, 573.22 feet, more or less, to the **POINT OF BEGINNING**.

EXCEPT that portion of Government Lot 3, Section 6, Township 34 North, Range 4 East, W.M., described as follows:

Beginning at a point on the East line of said Government Lot 3, said point lying South $0^{\circ} 01' 24''$ East, 186.00 feet from the Northeast corner thereof; **thence** South $0^{\circ} 01' 24''$ East, along said East line, 5.00 feet; **thence** North $88^{\circ} 41' 40''$ West, parallel with the North line of said Government Lot 3, a distance of 100.00 feet; **thence** North $0^{\circ} 01' 24''$ West, parallel with said East line of Government Lot 3, a distance of 5.00 feet; **thence** South $88^{\circ} 41' 40''$ East, 100.00 feet to the **TRUE POINT OF BEGINNING**.

Situate in the County of Skagit, State of Washington.

Parcel "C":

A non-exclusive easement for ingress, egress, and utilities established by that certain quit claim deed recorded March 16, 2000 as Auditor's File No. 200003160086 over, across and under a portion of Tract 2 of survey recorded in Book 4 of Surveys, page 85, records of Skagit County, Washington; being a portion of Government Lot 2 of Section 6, Township 34 North, Range 4 East, W.M.



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