

After Recording Return to:

LAW OFFICE
OF

BRADFORD E. FURLONG, P.S.

825 Cleveland Avenue

Mount Vernon, Washington 98273

(360) 336-6508 www.furlongbutler.com

PA 92712

LAND TITLE COMPANY OF SKAGIT COUNTY



200009210082

, Skagit County Auditor

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Document Title: Agreement re Construction Activities and for Right of Purchase and Limited Right of First Refusal

Reference number(s) of related document: Skagit County Auditor's File No.
1999911010173

Parties to Agreement: Laura N. Beadle and Gerald W. Beadle, Trustees, pursuant to a REVOCABLE TRUST AGREEMENT dated May 14, 1985 and Jay Lund, Individually.

Abbreviated Legal Description: ptn lt 4 sp #10-89, lt 4 sp 19-85, ptn NW ¼ 35-35-1 EWM

Assessor's Tax Parcel ID No.: 350135-2-001-1530; 350135-3-001-0106; 35135-2-001-0028

AGREEMENT RE CONSTRUCTION ACTIVITIES
and for
RIGHT OF PURCHASE AND LIMITED RIGHT OF FIRST REFUSAL

1. Parties: The parties to this agreement are (a) Jay Lund ("Lund"), a single man, and (b) Laura N. Beadle and Gerald W. Beadle, Trustees of the Laura N. Beadle and Gerald W. Beadle Trust, pursuant to a Revocable Trust Agreement dated May 14, 1985 ("Beadle"). Lund owns real property legally described in Exhibit A; Beadle owns real property legally described in Exhibit B. (The "Lund Property," "Beadle Property" or collectively, the "Property.")

2. Agreement to Run with the Land: The rights and obligations contained herein apply to the property legally described in Exhibits A and B and are intended to and shall run with the land and shall be binding on all persons or entities purchasing, leasing, subleasing or otherwise occupying, owning or acquiring any interest in the real property, including a security interest of any type whatsoever, and their heirs, executors, administrators, successors, grantees and assigns.

3. Road Construction Obligation of Jay Lund: Lund shall have designed and cause to be constructed to completion, except paving, by October 31, 2001 a 20 foot road constructed to Skagit County standards in the location legally described in Exhibit C hereto to the point legally described in Exhibit D. The road shall be paved within sixty (60) days of completion of the Beadles' residence. The parties may, by mutual agreement, delay completion of the road improvements or portion thereof.

4. Joint Obligation to Construct and Install Utilities: Lund and Beadle hereby agree to jointly obtain designs or engineering for and to contract for the installation of underground utilities within the Lund Property described in Exhibit C. Lund and Beadle shall



jointly hire and pay an engineer or other design professional as is necessary for the design of underground utilities and shall jointly employ a contractor for construction thereof.

"Underground utilities," means domestic water supply; electricity; telephone; cable television and natural gas. The cost of engineering, design, labor and materials shall be allocated to each party based on that portion of such work applicable to the utilities to serve the property of each party; except, that Lund shall pay the entire cost to design and install a two (2) inch domestic waterline for Beadle sized by an engineer from the existing City of Anacortes owned service to a point north of the area commonly referred to as "the Sand Pile." To the extent possible, the parties will attempt to hire the same contractor to construct their respective portions of access roads at the same time. Should the parties hire a contractor for construction of roads simultaneously, each party will contract separately with the contractor for its portion of the construction.

5. Survey Obligations: Lund shall, within one year of execution hereof, provide a legal description prepared by a licensed surveyor of the point where his obligation to construct a two (2) inch water line ends pursuant to Paragraph 4. Lund and Beadle shall split equally the cost of surveying and placing markers on their common boundary.

6. Right to Cure Default: In the event a party fails to meet an obligation to design or construct improvements, obtain insurance or indemnify, the other party may, after seven (7) day's written notice of such default, cure such default at its own expense. The curing party shall be entitled to recover such expenses. Each party hereby grants to the other party a lien in the amount of such expenses. The lien is foreclosable pursuant to the provisions of Chapter 61.24 RCW as if the lien were a deed of trust.

7. Liens: Both parties hereby agree to keep the other party's property free of any materialman's or mechanic's liens and shall indemnify and hold harmless the other party from any such lien should it be filed.

8. Insurance: Each party shall pay for and keep in place a policy of liability insurance providing coverage in any claim of personal injury (up to \$100,000.00 per year, single limit) and for property damage (up to \$100,000.00 per year, single limit) made by any person or entity due to activities performed (or omissions related thereto) pursuant to this



agreement. Each party shall provide the other with a certificate of insurance and provide to the other party any notice of cancellation.

9. Indemnification/Hold Harmless: Each party hereby agrees to indemnify and hold harmless the other party from any claims by third persons for property damage or injury due to the fault of the indemnifying party. Further, each party shall reimburse the other party for property damage or injuries to said other party due to the fault of the indemnifying party. This Section 6 shall apply to any design or construction activities contemplated by this agreement but not to maintenance activities occurring thereafter.

10. Mutual Right of First Offer and Refusal: Each party hereby covenants and agrees that should that party desire to sell its property or any portion thereof, it shall offer its property for sale to the other party for a period of thirty (30) days prior to listing said property. For purposes of this paragraph 10 and paragraph 11, the term "property" shall only include that portion of the parties' property adjoining their current common boundary. Said offer shall be in writing, but need not state price or terms. If the parties have not reached full agreement for the purchase and sale of a property pursuant to this provision after thirty (30) day's written notice, the offer shall lapse and the offeror may list and/or sell the Property free of any obligation to sell or offer to sell to offeree; the offeree shall thereupon immediately provide a fully executed quitclaim deed to the offeror relinquishing all rights under this agreement. Said quitclaim deed shall be substantially in the form attached as Exhibit D hereto.

11. Limited Right of First Refusal: Should either party receive an unsolicited offer to purchase its property or any portion thereof, said party ("offeror") shall give the other party ("offeree") written notice of such offer, including all terms and conditions thereof. The offeree receiving such notice shall have fourteen (14) days thereafter to present a fully binding written offer to purchase the offeror's property on terms equal to or exceeding the terms of the unsolicited offer. Failure to deliver such offer within fourteen (14) days shall terminate this right of first refusal. At any such time as the right of first refusal is waived, the offeree shall provide to the offeror a quitclaim deed releasing its interest in the property pursuant to this agreement substantially in the form attached as Exhibit E.



12. Notices: All notices shall be deemed received on the date actually received and shall be transmitted only by first class U.S. mail, return receipt requested and addressed to the Owner of the benefited property at the address used by the Skagit County Treasurer for purposes of transmitting real property tax statements.

13. Dispute Resolution: Should there be any dispute between the parties concerning the interpretation or enforcement of this agreement, such matter shall be resolved pursuant to the expedited arbitration rules of the American Arbitration Association (AAA). The parties agree to submit any such dispute to the AAA for resolution. The parties shall pay any required deposits or administrative fees due to the AAA immediately when due. Either party may bring an action in Skagit County Superior Court to compel an arbitration or to enforce an arbitrator's award. The arbitrator shall have full power to award any remedy in law or equity.

14. Award of Attorney's Fees and Costs: Should any party bring an action or to compel arbitration or to enforce an arbitrator's award or commence an arbitration, the prevailing party in any such action shall receive an award of its reasonable attorney's fees and costs, including those incurred on appeal and/or paid to AAA or the arbitrator.

15. Governing Law: This agreement shall be construed pursuant to the laws of the state of Washington.

16. Severability: Should any provision of this agreement be invalidated for any reason whatsoever, the balance of this agreement shall remain in full force and effect.

Jay Lund
JAY LUND

9/18/00
Date

STATE OF WASHINGTON

ss.

COUNTY OF KING

On this 18 day of SEPTEMBER 2000, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Jay Lund to me known to be the individual who executed the foregoing instrument

and acknowledged it to be his free and voluntary act and deed for uses and purposes therein mentioned.

Witness my hand and official seal hereto affixed the day and year first above written.

Jeffrey J. Beadon
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

SEATTLE

RESIDING AT

10-29-2002

MY COMMISSION EXPIRES:

JEFFREY J. BEADON

PRINTED NAME:

LAURA N. BEADLE AND GERALD W. BEADLE TRUSTEES

Laura N. Beadle TRUSTEE
LAURA N. BEADLE, Trustee

09-21-2000
Date

Gerald W. Beadle TRUSTEE
GERALD W. BEADLE, Trustee

9-21-00
Date

STATE OF WASHINGTON

ss.

COUNTY OF Skagit

On this 21st day of September 2000, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Laura N. Beadle and Gerald W. Beadle, Trustees of the Laura N. and Gerald W. Beadle Trust, pursuant to a Revocable Trust Agreement dated May 14, 1985, to me known to be the authorized representatives of the entity that executed the foregoing instrument acknowledging the same to be the free and voluntary act and deed of said entity for uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument.

Witness my hand and official seal hereto affixed the day and year first above written.

Bracford E Furlong
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
Mt. Vernon

RESIDING AT:

11-1-00

MY COMMISSION EXPIRES:

Bracford E Furlong
PRINTED NAME:



PARCEL A:

All that portion of Lot 4, Short Plat No. 10-89, approved June 27, 1989, as recorded in Volume 8 of Short Plats, page 150, under Auditor's File No. 8908020066, records of Skagit County, Washington, lying West of the Plat of the Pointe Div. No. 3, as per plat filed in Volume 14 of Plats, pages 151 through 153, records of Skagit County, Washington.

PARCEL B:

All that portion of the South 200 feet of the East 980 feet of the Northwest Quarter of the Northwest Quarter of Section 35, Township 35 North, Range 1 East of the Willamette Meridian lying West of the following described tract of land:

All that portion of the Northwest Quarter of Section 35, Township 35 North, Range 1 East of the Willamette Meridian, Skagit County, Washington, being more particularly described as follows;

Beginning at the Southwest corner of the North Half of the Northwest Quarter of Section 35, as said point is shown on Short Plat No. 10-89, recorded August 2, 1989 in Book 8 of Short Plats at page 150, in the Auditor's office of said county and state;
thence North 89°35'35" East, along the South line of said North Half, for a distance of 348.48 feet to the Southwest corner of the East 980 feet of the Northwest Quarter of the Northwest Quarter of Section 35;
thence North 60°56'08" East along the West line of said East 980 feet for a distance of 200.00 feet to the Northwest corner of the South 200 feet of said East 980 feet;
thence North 89°35'35" East along said North line of said South 200 feet for a distance of 343.17 feet to the true point of beginning;
thence continuing North 89°35'35" East along said North line for a distance of 408.22 feet to the Northwest corner of that certain tract of land conveyed to Kevin P. Welch and Jenny Welch, husband and wife, by instrument dated December 19, 1995 and recorded under Auditor's File No. 9512290137, records of said county and state;
thence South 03°40'59" West along the West line of said Welch tract for a distance of 120.79 feet to the most Northeasterly corner of Lot 38, Plat of the Point Div. No. 3, as per plat recorded in Volume 14 of Plats, pages 151, 152, and 153, records of said county and state;
thence North 68°13'31" West along the most Northerly line of said Lot 38 for a distance of 22.31 feet;
thence North 85°13'37" West, continuing along said most Northerly line for a distance of 68.93 feet;
thence South 25°54'47" West, continuing along said most Northerly line for a distance of 88.21 feet;
thence South 51°04'22" West, continuing along the most Northwesterly line of said Lot 38 for a distance of 166.06 feet to the most Northerly corner of Lot 36, said Plat of the Point Div. No. 3;
thence South 50°44'21" West along the most Northwesterly line of said Lot 36 for a distance of 23.52 feet;
thence North 40°21'05" West for a distance of 102.80 feet;
thence North 03°27'30" West for a distance of 151.07 feet, more or less, to the true point of beginning;

EXHIBIT A



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PARCEL C:

All that portion of Lot 4, Short Plat No. 19-85, approved June 7, 1985, as recorded in Volume 7 of Short Plats, pages 24 and 25, under Auditor's File No. 8506100021, records of Skagit County, Washington, lying Northeasterly of Marine Drive, lying West of the Plat of the Pointe Division No. 3, as per plat recorded in Volume 14 of Plats, at pages 151, 152 and 153, records of Skagit County, Washington, and lying North of that certain tract of land described by instrument filed under Auditor's File No. 553733, records of Skagit County, Washington.

PARCEL D:

All that portion of the North Half of the Northwest Quarter of Section 35, Township 35 North, Range 1 East of the Willamette Meridian, Skagit County, Washington, more particularly described as follows:

Beginning at the Southwest corner of said North Half of the Northwest Quarter of Section 35, as said point is shown on Short Plat No. 10-89, as recorded August 2, 1989 in Book 8 of Short Plats at page 150, in the Auditor's office of said county and state;
thence North $89^{\circ}35'35''$ East, along the South line of said North Half, for a distance of 348.48 feet to the Southwest corner of the East 980 feet of the Northwest Quarter of the Northwest Quarter of Section 35;
thence North $00^{\circ}56'08''$ East along the West line of said East 980 feet for a distance of 200.00 feet to the Northwest corner of the South 200 feet of said East 980 feet;
thence North $89^{\circ}35'35''$ East along said North line of said South 200 feet for a distance of 343.17 feet;
thence North $03^{\circ}27'30''$ West for a distance of 138.08 feet;
thence North $75^{\circ}52'50''$ West for a distance of 564.32 feet;
thence South $80^{\circ}37'47''$ West for a distance of 130.28 feet to the West line of said North Half of the Northwest Quarter of Section 35;
thence South $01^{\circ}20'28''$ West along said West line for a distance of 459.35 feet, more or less, to the point of beginning.

Situated in Skagit County, Washington.

EXHIBIT A



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DESCRIPTION:

PARCEL "A":

All that portion of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 35, Township 35 North, Range 1 East, W.M., records of Skagit County, Washington, being more particularly described as follows:

Beginning at the Northwest corner of Section 35, in the Auditor's Office of said County and State;

thence North $89^{\circ}15'03''$ East, along the North line of said Section 35 for a distance of 1,319.69 feet, more or less, to the Northeast corner of the Northwest $\frac{1}{4}$ of said Northwest $\frac{1}{4}$ of Section 35;

thence South $00^{\circ}56'08''$ West, along the East line of said Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, for a distance of 534.92 feet to most Northerly corner of that certain tract of land conveyed to Kevin P. Welch, as Trustee of the Welch Family Charitable CRUT, and Kevin P. Welch and Jenny L.E. Welch, husband and wife, by instrument dated May 6, 1999, and recorded under Auditor's File No. 9905070125, records of Skagit County, Washington;

thence Southerly and Westerly, following the Westerly line of said Welch CRUT Tract for the following courses:

South $35^{\circ}00'35''$ West for a distance of 234.94 feet;

South $20^{\circ}30'45''$ West for a distance of 112.09 feet;

South $89^{\circ}35'35''$ West for a distance of 81.64 feet;

South $00^{\circ}56'08''$ West for a distance of 285.01 feet to the Southwest corner of said Welch CRUT Tract;

thence North $89^{\circ}35'35''$ East along the South line of said Welch CRUT Tract for a distance of 21.99 feet to the Northwest corner of that certain tract of land conveyed to Kevin P. Welch and Jenny Welch, husband and wife, by instrument dated December 19, 1995 and recorded under Auditor's File No. 9512290137, records of Skagit County, Washington;

thence South $03^{\circ}40'59''$ West along the West line of said Welch Tract for a distance of 120.79 feet to the most Northeasterly corner of Lot 38, "PLAT OF THE POINTE DIV. NO. 3", as per plat recorded in Volume 14 of Plats, pages 151, 152 and 153, records of Skagit County, Washington;

thence North $68^{\circ}13'31''$ West along the most Northerly line of said Lot 38 for a distance of 22.31 feet;

thence North $85^{\circ}13'37''$ West, continuing along said most Northerly line for a distance of 68.92 feet;

thence South $85^{\circ}54'47''$ West, continuing along said most Northerly line for a distance of 88.21 feet;

thence South $51^{\circ}04'22''$ West, continuing along the most Northwesterly line of said Lot 38 for a distance of 166.06 feet to the most Northerly corner of Lot 36, said "PLAT OF THE POINTE DIV. NO. 3";

- Continued -



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DESCRIPTION CONTINUED:

thence South 50°44'21" West along the most Northwestern line of said Lot 36 for a distance of 23.52 feet, said point being the most Easterly corner of a tract conveyed to Jay J. Lund as recorded November 1, 1999 under Auditor's File No. 199911010172; thence Northerly and Westerly along the Easterly and Northerly lines of said Lund Tract, the following courses and distances:

North 40°21'05" West for a distance of 102.80 feet;

North 03°27'30" West for a distance of 289.16 feet;

North 75°52'50" West for a distance of 564.32 feet;

South 80°37'47" West for a distance of 130.28 feet to the

West line of said North ½ of the Northwest ¼ of Section 35; thence North 01°20'28" East along said West line for a distance of 849.25 feet, more or less, to the point of beginning,

TOGETHER WITH, a non-exclusive easement for ingress, egress and utilities over, under and across the following described Easements 1 through 4:

Easement No. 1:

All of Tract "A" as shown on the face of the Plat of "THE POINTE DIV. NO. 2", as per plat recorded in Volume 14 of Plats, pages 50 and 51, records of Skagit County, Washington.

Easement No. 2:

All of San Juan Blvd., Spinnaker Lane and Tract "A" as shown on the face of the Plat of "THE POINTE DIV. NO. 3", as per plat recorded in Volume 14 of Plats, pages 151, 152 and 153, records of Skagit County, Washington.

Easement No. 3:

A 60.00 foot wide strip of land being a portion of the Northwest ¼ of the Northwest ¼ and of the Southwest ¼ of the Northwest ¼, all of Section 35, Township 35 North, Range 1 East, W.M., said strip lying 30.00 feet on each side of the following described centerline:

Beginning at the Southwest corner of the North ½ of the Northwest ¼ of said Section 35, as said point is shown on Short Plat No. 10-89, recorded August 2, 1989 in Book 8 of Short Plats at page 150, in the Auditor's Office of Skagit County, Washington;

thence North 89°35'35" East along the South line of said North ½, for a distance of 348.48 feet to the Southwest corner of the East 980 feet of the Northwest ¼ of the Northwest ¼ of Section 35;

- Continued -



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DESCRIPTION CONTINUED:

Easement No. 3 Continued:

thence North $00^{\circ}56'08''$ East along the West line of said East 980 feet for a distance of 200.06 feet to the Northwest corner of the South 200 feet of said East 980 feet;
thence North $89^{\circ}35'35''$ East along said North line of said South 200 feet for a distance of 518.71 feet to the true point of beginning of said centerline;
thence South $42^{\circ}54'48''$ West for a distance of 15.78 feet;
thence South $56^{\circ}09'43''$ West for a distance of 565.09 feet;
thence South $59^{\circ}55'58''$ West for a distance of 141.20 feet;
thence South $43^{\circ}14'41''$ West for a distance of 191.46 feet;
thence South $15^{\circ}13'57''$ West for a distance of 113.49 feet;
thence South $20^{\circ}38'36''$ West for a distance of 144.66 feet;
thence South $03^{\circ}31'13''$ West for a distance of 173.69 feet to the point of curvature of a curve to the right, said curve having a radius of 200.00 feet;
thence Southerly, following said curve to the right through a central angle of $44^{\circ}14'10''$ for an arc distance of 154.41 feet to the end of said curve;
thence South $40^{\circ}42'58''$ East for a distance of 64.09 feet to the point of curvature of a curve to the left, said curve having a radius of 240.00 feet;
thence Southeasterly, following said curve to the left through a central angle of $09^{\circ}27'28''$ for an arc distance of 39.62 feet to a point of reverse curvature and the beginning of a curve to the right, said curve having a radius of 400.00 feet;
thence Southeasterly, following said curve to the right through a central angle of $02^{\circ}30'45''$ for an arc distance of 17.54 feet to the end of said centerline, said point lying at a monument marking the Northwesterly end of the centerline of San Juan Boulevard, as said street is shown on "PLAT OF THE POINTE DIV. NO. 3", as per plat recorded in Volume 14 of Plats, pages 151, 152, and 153, under Auditor's File No. 9011050014, records of Skagit County, Washington. The margins of said 60.00 foot wide strip of land are to be lengthened or shortened to intersect with said North line of the South 200 feet and with the Westerly boundary of said "PLAT OF THE POINTE DIV. NO. 3",

EXCEPT that portion lying within the main tract above described.

Situate in the County of Skagit, State of Washington.

- Continued - EXHIBIT B



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DESCRIPTION CONTINUED:

Easement No. 4:

A 60.00 foot wide strip of land, being a portion of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 35, Township 35 North, Range 1 East, W.M., said strip lying 30.00 feet on each side of the following described centerline:

Beginning at the Southwest corner of the North $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of said Section 35, as said point is shown on Short Plat No. 10-89, recorded August 2, 1989 in Book 8 of Short Plats at page 150, in the Auditor's Office of Skagit County, Washington;

thence North $89^{\circ}35'35''$ East, along the South line of said North $\frac{1}{2}$, for a distance of 348.48 feet to the Southwest corner of the East 980 feet of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 35;

thence North $00^{\circ}56'08''$ East along the West line of said East 980 feet for a distance of 200.06 feet to the Northwest corner of the South 200 feet of said East 980 feet;

thence North $89^{\circ}35'35''$ East along said North line of said South 200 feet for a distance of 518.71 feet;

thence North $42^{\circ}54'48''$ East for a distance of 115.93 feet;

thence North $36^{\circ}22'12''$ East for a distance of 50.21 feet to the point of curvature of a curve to the right, said curve having a radius of 127.43 feet;

thence Northeasterly, following said curve to the right through a central angle of $34^{\circ}46'10''$ for an arc distance of 77.33 feet to the end of said curve.

thence North $71^{\circ}25'42''$ East for a distance of 45.63 feet to the true point of beginning of said centerline, said point lying on said West line of the East 250.80 feet of said Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$;

thence continuing North $71^{\circ}25'42''$ East for a distance of 43.52 feet;

thence North $44^{\circ}42'23''$ East for a distance of 47.69 feet;

thence North $12^{\circ}47'01''$ West for a distance of 56.01 feet to the end of said centerline, said point lying on said North line of the South 481.26 feet of said Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$.

The margins of said 60.00 foot wide strip of land are to be lengthened or shortened to intersect with said West line of the East 250.80 feet of said Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ and with North line of the South 481.26 feet of said Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$.

Situate in the County of Skagit, State of Washington.

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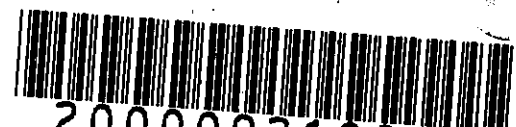
DESCRIPTION CONTINUED:

PARCEL "B":

A non-exclusive easement for ingress, egress and utilities over, under and across the North 80 feet of the North $\frac{1}{4}$ of the South $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 35, Township 35 North, Range 1 East, W.M.

Situate in the County of Skagit, State of Washington

EXHIBIT B



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A 60.00 foot wide strip of land being a portion of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ and of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, all of Section 35, Township 35 North, Range 1 East, W.M., said strip lying 30.00 feet on each side of the following described centerline:

Beginning at the Southwest corner of the North $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of said Section 35, as said point is shown on Short Plat No. 10-89, recorded August 2, 1989 in Book 8 of Short Plats at page 150, in the Auditor's Office of Skagit County, Washington;
thence North $89^{\circ}35'35''$ East along the South line of said North $\frac{1}{4}$, for a distance of 348.48 feet to the Southwest corner of the East 980 feet of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 35;
thence North $00^{\circ}56'08''$ East along the West line of said East 980 feet for a distance of 200.06 feet to the Northwest corner of the South 200 feet of said East 980 feet;
thence North $89^{\circ}35'35''$ East along said North line of said South 200 feet for a distance of 518.71 feet to the true point of beginning of said centerline;
thence South $42^{\circ}54'48''$ West for a distance of 15.78 feet;
thence South $56^{\circ}09'43''$ West for a distance of 565.09 feet;
thence South $59^{\circ}55'58''$ West for a distance of 141.20 feet;
thence South $43^{\circ}14'41''$ West for a distance of 191.46 feet;
thence South $15^{\circ}13'57''$ West for a distance of 113.49 feet;
thence South $20^{\circ}38'36''$ West for a distance of 144.66 feet;
thence South $03^{\circ}31'13''$ West for a distance of 173.69 feet to the point of curvature of a curve to the right, said curve having a radius of 200.00 feet;
thence Southerly, following said curve to the right through a central angle of $44^{\circ}14'10''$ for an arc distance of 154.41 feet to the end of said curve;
thence South $40^{\circ}42'58''$ East for a distance of 64.09 feet to the point of curvature of a curve to the left, said curve having a radius of 240.00 feet;
thence Southeasterly, following said curve to the left through a central angle of $09^{\circ}27'28''$ for an arc distance of 39.62 feet to a point of reverse curvature and the beginning of a curve to the right, said curve having a radius of 400.00 feet;
thence Southeasterly, following said curve to the right through a central angle of $02^{\circ}30'45''$ for an arc distance of 17.54 feet to the end of said centerline, said point lying at a monument marking the Northwesterly end of the centerline of San Juan Boulevard, as said street is shown on "PLAT OF THE POINTE DIV. NO. 3", as per plat recorded in Volume 14 of Plats, pages 151, 152, and 153, under Auditor's File No. 9011050014, records of Skagit County, Washington. The margins of said 60.00 foot wide strip of land are to be lengthened or shortened to intersect with said North line of the South 200 feet and with the Westerly boundary of said "PLAT OF THE POINTE DIV. NO. 3",

EXCEPT that portion lying within the main tract above described.

Situate in the County of Skagit, State of Washington.

EXHIBIT C



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All that portion of Lot 4, Short Plat No. 10-89, dated June 27, 1989, as recorded in Volume 8 of Short Plats, page 150, under Auditor's File No. 8908020066, records of Skagit County, Washington, lying within a strip of land 60.00 feet in width, said strip lying 30.00 feet on each side of the following described centerline:

Commencing at the true point of beginning of the centerline of that certain 60.00 foot wide strip of land described under EXHIBIT "B" in Confirmation and Correction of Easement Deed for Ingress, Egress and Utilities dated May 7, 1999 and recorded under Auditor's File No. 9905070123, records of said County and State; **thence** South 42° 54' 48" West along said centerline for a distance of 15.78 feet; **thence** continuing along said centerline South 56° 09' 43" West for a distance of 565.09 feet; **thence** North 11° 14' 00" East for a distance of 42.48 feet to the Northwesterly line of said EXHIBIT "B" strip and the **TRUE POINT OF BEGINNING** of said described centerline; **thence** continuing North 11° 14' 00" East for a distance of 11.88 feet; **thence** North 13° 30' 25" West for a distance of 15.23 feet; **thence** North 47° 23' 41" West for a distance of 37.82 feet; **thence** North 57° 34' 26" West for a distance of 42.90 feet; **thence** North 69° 31' 08" West for a distance of 15.91 feet to the North line of said Lot 4 at a point lying North 89° 35' 35" East, a distance of 318.40 feet from the Northwest corner thereof, said point being the end of said described centerline.

EXHIBIT D



200009210082
, Skagit County Auditor

QUITCLAIM DEED

THE GRANTORS, _____ and _____, husband and wife, for no consideration, convey and quitclaim to GRANTEES, _____ and _____, husband and wife, any and all interest, right or privilege to purchase Grantees' property described in Exhibit A hereto pursuant to that certain AGREEMENT RE CONSTRUCTION ACTIVITIES and for RIGHT OF PURCHASE AND LIMITED RIGHT OF FIRST REFUSAL, recorded September 21, 2000 under Skagit County Auditor's Number _____.

Dated this ____ day of _____

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)


On this day personally appeared before me _____ and _____ to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this ____ day of _____

Notary Public in and for the State of
Washington, residing at _____
My commission expires: _____

Printed Name: _____

EXHIBIT E


200009210082
Skagit County Auditor
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