

After Recording Return To:
Washington State, Department of Natural Resources
Business Systems Support Division
Attn: Special Lands Acquisition
P.O. Box 47014
Olympia, WA 98504-7014



200102150130
Skagit County Auditor
2/15/2001 Page 1 of 11 3:47:55PM

Reference: Amendment to easement recorded under AFN 9511130019

Grantor/Grantee: J. & P. Richter, T. Weingarten, S. Weingarten, P. & T. Tye, ~~R.~~ & K. Candelario, J. Hellman, K. Merzbacher, & T. Merzbacher (see also page 2) ^{F.}

Legal: Lots 1-10 of Skagit County Short Plat No. 127-78, recorded under AFN 7903200011, being a ptn. of Govt. Lots 4 & 5 of Section 4, Township 35 North, Range 1 East, W.M.

Tax Parcel Nos.: 350104-1-006-0602, 350104-1-006-0701, 350104-1-006-0800 & 350104-1-006-0909, 350104-2-006-0500, 350104-2-006-0008, 350104-2-006-0305, 350104-2-006-0404, & 350104-1-006-0503

This agreement amends that certain easement recorded under Auditor's File No. 9511130019, records of Skagit County, State of Washington.

ISLAND TITLE COMPANY

A19488

Recitals

A. State of Washington, acting by and through the Department of Natural Resources, (hereinafter referred to as "State"), wishes to purchase lots 7-10 of Plat 127-78 as recorded on March 20, 1979 in Volume 3 of Short Plats, Page 83, under Auditor's File No. 7903200011, records of Skagit County, State of Washington.

B. State does not anticipate a need, at this time nor in the foreseeable future, to exercise the rights granted to the owners of lots 7-10 under the easement agreement.

C. The owners of lots 1-6 wish to encourage the State to purchase lots 7-10 and are willing to modify the terms of the easement as it affects lots 7-10 by releasing the State from obligations imposed on lots 7-10 under the easement for any year in which the State does not exercise the rights granted to those lots under the easement.

Agreement

For and in consideration of mutual benefits, receipt of which is hereby acknowledged, the parties agree as follows:

1. State, as owner of lots 7-10, is hereby released from the obligations imposed under section 7 of the agreement as set forth below.

For any year in which the State does not exercise the rights granted under the easement or limits its use to foot traffic, the State shall have no obligation to contribute to the expenses identified under section 7, including but not limited to the obligation to contribute to the cost of comprehensive personal liability insurance, and no portion of an assessment for such expenses shall be charged to the State's lots.

If the State does intend to exercise the rights granted under this easement for vehicular use, it shall give written notice to the owners of lots 1-6 of its intent specifying the period of use. If the State's vehicular use exceeds two trips in any particular one year period, the State shall be liable for its pro rata share of the expenses incurred under section 7 that can be associated with the period of State use. The State's share shall include expenses for work performed prior to the State's use where such work has a useful life that includes the period of use by the State. The State's pro rata share of such expenses incurred for work performed prior to the State use shall be based on the ratio of the period of State's use to the useful life of the work done to the road as determined under generally acceptable accounting principles.

2. This agreement may be signed in counterpart.
3. This agreement shall become effective upon transfer of lots 7-10 to the State.

IN WITNESS HEREOF, the parties have executed this agreement the date and year set forth opposite their respective names.

Dated: Jan 23, 2001

Joachim Richter
JOACHIM RICHTER

Dated: Jan 23, 2001

Patricia Richter
PATRICIA RICHTER

Dated: _____, 20____

THOMAS J. WEINGARTEN

Dated: _____, 20____

SUSAN M. WEINGARTEN

Dated: _____, 20____

PATRICK CHARLES TYE

Dated: _____, 20____

TONYA ROBISON TYE

Dated: _____, 20____

ROBERT CANDELARIO

Dated: _____, 20____

KRISTINA L. CANDELARIO

Dated: Jan 23, 2001

Jessica Hellman
JESSICA HELLMAN

By Joachim Richter, her attorney-in-fact

Dated: Jan 23, 2001

Karin Merzbacher
KARIN MERZBACHER

By Joachim Richter, her attorney-in-fact

Dated: Jan 23, 2001

Thomas Merzbacher
THOMAS MERZBACHER

By Joachim Richter, his attorney-in-fact

Dated: Jan 24, 2001

SECRET HARBOR SCHOOL

By: Gina Cull

Title: Executive Director

Amendment

Approved as to Form on

January 19, 2001 by

James Schwartz

James Schwartz

Assistant Attorney General

State of Washington

SKAGIT COUNTY WASHINGTON

Real Estate Excise Tax

PAID

FEB 15 2001

Amount Paid \$ 0
Skagit County Treasurer
By: OC Deputy



200102150130

, Skagit County Auditor

2. This agreement may be signed in counterpart.
3. This agreement shall become effective upon transfer of lots 7-10 to the State.

IN WITNESS HEREOF, the parties have executed this agreement the date and year set forth opposite their respective names.

Dated: _____, 20__

JOACHIM RICHTER

Dated: February 6, 2001
JS

PATRICIA RICHTER

Dated: _____, 20__

Thomas J. Weingarten

THOMAS J. WEINGARTEN

Dated: _____, 20__

SUSAN M. WEINGARTEN

Dated: _____, 20__

PATRICK CHARLES TYE

Dated: _____, 20__

TONYA ROBISON TYE

Dated: _____, 20__

ROBERT CANDELARIO

Dated: _____, 20__

KRISTINA L. CANDELARIO

Dated: _____, 20__

JESSICA HELLMAN
By Joachim Richter, her attorney-in-fact

Dated: _____, 20__

KARIN MERZBACHER
By Joachim Richter, her attorney-in-fact

Dated: _____, 20__

THOMAS MERZBACHER
By Joachim Richter, his attorney-in-fact

Dated: _____, 20__

SECRET HARBOR SCHOOL

By: _____

Title: _____

Amendment

Approved as to Form on

January 19, 2001 by

James Schwartz

James Schwartz

Assistant Attorney General

State of Washington



2. This agreement may be signed in counterpart.
3. This agreement shall become effective upon transfer of lots 7-10 to the State.

IN WITNESS HEREOF, the parties have executed this agreement the date and year set forth opposite their respective names.

Dated: _____, 20__

JOACHIM RICHTER

Dated: _____, 20__

PATRICIA RICHTER

Dated: _____, 20__

THOMAS J. WEINGARTEN

Dated: 2-8, 2001

Susan M. Weingarten
SUSAN M. WEINGARTEN

Dated: _____, 20__

PATRICK CHARLES TYE

Dated: _____, 20__

TONYA ROBISON TYE

Dated: _____, 20__

ROBERT CANDELARIO

Dated: _____, 20__

KRISTINA L. CANDELARIO

Dated: _____, 20__

JESSICA HELLMAN

By Joachim Richter, her attorney-in-fact

Dated: _____, 20__

KARIN MERZBACHER

By Joachim Richter, her attorney-in-fact

Dated: _____, 20__

THOMAS MERZBACHER

By Joachim Richter, his attorney-in-fact

Dated: _____, 20__

SECRET HARBOR SCHOOL

By: _____

Title: _____

Amendment

Approved as to Form on

January 19, 2001 by
James Schwartz

James Schwartz

Assistant Attorney General

State of Washington



2. This agreement may be signed in counterpart.
3. This agreement shall become effective upon transfer of lots 7-10 to the State.

IN WITNESS HEREOF, the parties have executed this agreement the date and year set forth opposite their respective names.

Dated: _____, 20__

JOACHIM RICHTER

Dated: _____, 20__

PATRICIA RICHTER

Dated: _____, 20__

THOMAS J. WEINGARTEN

Dated: _____, 20__

SUSAN M. WEINGARTEN

Dated: 1/24, 2001

Patrick Charles Tye
PATRICK CHARLES TYE

Dated: 1/24, 2001

Tonya Robison Tye
TONYA ROBISON TYE

Dated: 1/25, 2001

Frank Robert Candelario
FRANK ROBERT CANDELARIO

Dated: 1/24, 2001

Kristina L. Candelario
KRISTINA L. CANDELARIO

Dated: _____, 20__

JESSICA HELLMAN
By Joachim Richter, her attorney-in-fact

Dated: _____, 20__

KARIN MERZBACHER
By Joachim Richter, her attorney-in-fact

Dated: _____, 20__

THOMAS MERZBACHER
By Joachim Richter, his attorney-in-fact

Dated: _____, 20__

SECRET HARBOR SCHOOL

By: _____

Title: _____

Amendment

Approved as to Form on

January 19, 2001 by

James Schwartz

James Schwartz

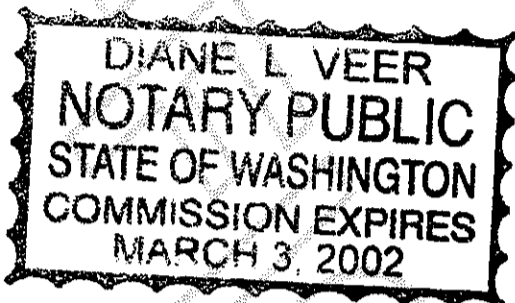
Assistant Attorney General

State of Washington

STATE OF WASHINGTON)
COUNTY OF Skagit)ss

On this day personally appeared before me Patricia Richter, to me known to be the individual ___ described in and who executed the within and foregoing instrument and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 23 day of January, 2001.



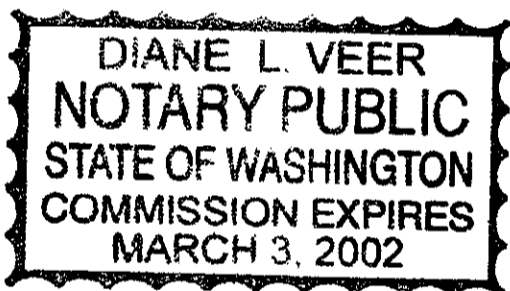
Diane L Veer
Notary Public in and for the State of
Washington, residing at Anacortes.

My appointment expires 3-3-02.

STATE OF WASHINGTON)
COUNTY OF Skagit)ss

On this day personally appeared before me Tachim Richter, to me known to be the individual ___ described in and who executed the within and foregoing instrument and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 23 day of January, 2001.



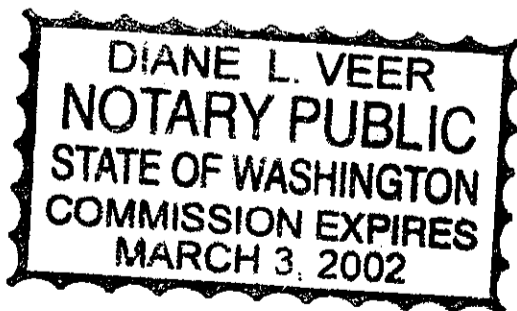
Diane L Veer
Notary Public in and for the State of
Washington, residing at Anacortes.

My appointment expires 3-3-02.

STATE OF WASHINGTON)
COUNTY OF Skagit)ss

On this day personally appeared before me Tachim Richter, who executed the within instrument as Attorney in Fact for Jessica Hellman and acknowledged to me that he/she signed and sealed 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 is now living and is not incompetent.

Given under my hand and official seal this 23 day of January, 2001.



Diane L Veer
Notary Public in and for the State of
Washington, residing at Anacortes.

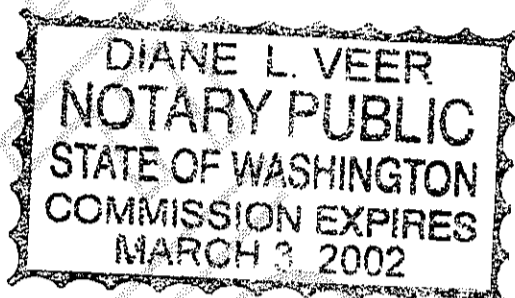
My appointment expires 3-3-02.



STATE OF WASHINGTON)
COUNTY OF Skagit)ss

On this day personally appeared before me Joachim Richter, who executed the within instrument as Attorney in Fact for Karin Merzbacher and acknowledged to me that he/she signed and sealed 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 Karin Merzbacher is now living and is not incompetent.

Given under my hand and official seal this 23 day of January, 2001.



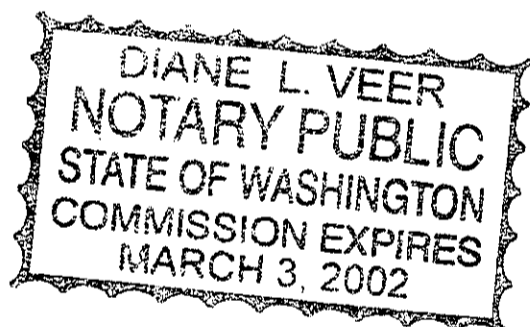
Diane L Veer
Notary Public in and for the State of
Washington, residing at Anacortes.

My appointment expires 3-3-02.

STATE OF WASHINGTON)
COUNTY OF Skagit)ss

On this day personally appeared before me Joachim Richter, who executed the within instrument as Attorney in Fact for Thomas Merzbacher and acknowledged to me that he/she signed and sealed 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 Thomas Merzbacher is now living and is not incompetent.

Given under my hand and official seal this 23 day of January, 2001.



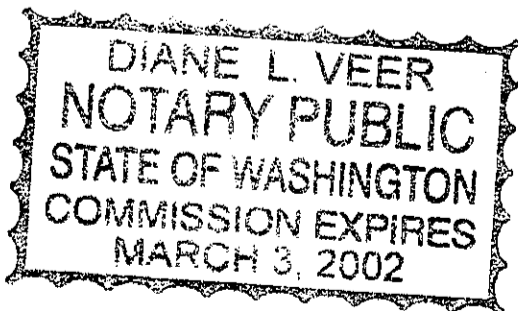
Diane L Veer
Notary Public in and for the State of
Washington, residing at Anacortes.

My appointment expires 3-3-02.

STATE OF WASHINGTON)
COUNTY OF Skagit)ss

On this day personally appeared before me Brian Carroll to me known to be the Executive Director of Secret Harbor School, a 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 that he/she was they were authorized to execute said instrument for said non-profit corporation.

Given under my hand and official seal this 24 day of January, 2001.



Diane L Veer
Notary Public in and for the State of
Washington, residing at Anacortes.

My appointment expires 3-3-02.

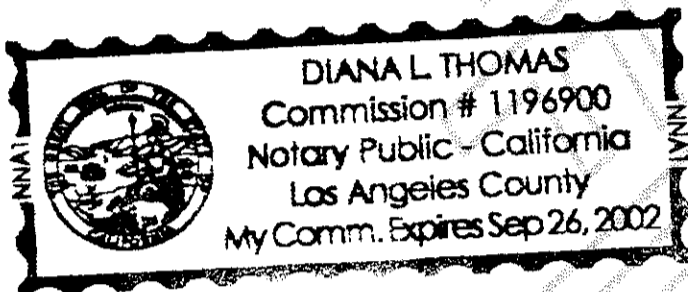


ACKNOWLEDGEMENTS

California
STATE OF WASHINGTON)
)ss
COUNTY OF Los Angeles)

On this day personally appeared before me Thomas J Weingarten, to me known to be the individual ___ described in and who executed the within and foregoing instrument and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 6 day of February, 20 01.



Diana L. Thomas
Notary Public in and for the State of California Washington, residing at Los Angeles.

My appointment expires 9/26/2002.

STATE OF WASHINGTON)
)ss
COUNTY OF)

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

Given under my hand and official seal this _____ day of _____, 20 ____.

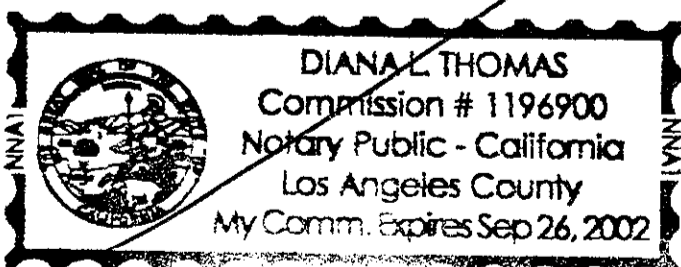
Notary Public in and for the State of
Washington, residing at _____.

My appointment expires _____.

California
STATE OF WASHINGTON)
)ss
COUNTY OF Los Angeles)

On this day personally appeared before me Diana L. Thomas a Notary, to me known to be the individual ___ described in and who executed the within and foregoing instrument and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 6 day of February, 2001.



Diana L. Thomas
Notary Public in and for the State of California Washington, residing at Los Angeles.

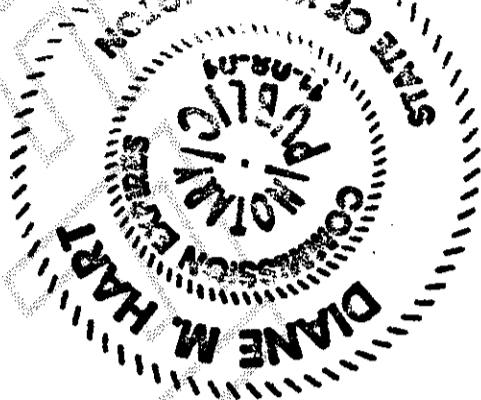
My appointment expires 9/26/2002.



STATE OF WASHINGTON)
)ss
COUNTY OF)
SNOWDMISH

On this day personally appeared before me SUSAN M. WENGARTEN to me known to be the individual ___ described in and who executed the within and foregoing instrument and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 8 day of Feb, 2001.



Diane M. Harty
Notary Public in and for the State of
Washington, residing at Everett.

My appointment expires 11-8-01.

STATE OF WASHINGTON)
)ss
COUNTY OF)

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

Given under my hand and official seal this _____ day of _____, 20____.

Notary Public in and for the State of
Washington, residing at _____.

My appointment expires _____.

STATE OF WASHINGTON)
)ss
COUNTY OF)

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

Given under my hand and official seal this _____ day of _____, 20____.

Notary Public in and for the State of
Washington, residing at _____.

My appointment expires _____.



STATE OF WASHINGTON)
)ss
COUNTY OF)

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

Given under my hand and official seal this _____ day of _____, 20__.

Notary Public in and for the State of
Washington, residing at _____.

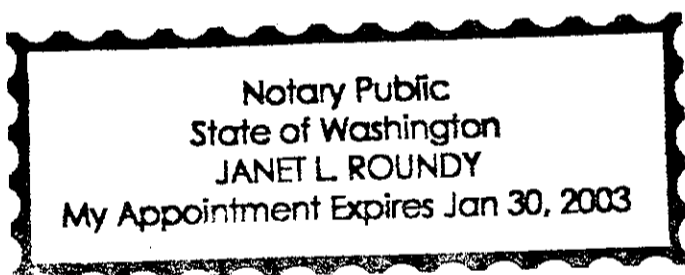
My appointment expires _____.

STATE OF WASHINGTON)
)ss
COUNTY OF Snohomish)

On this day personally appeared before me Patrick Charles Tye, to me known to be the individual ___ described in and who executed the within and foregoing instrument and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 24th day of January, 2001.

JANET L. ROUNDY



[Signature]
Notary Public in and for the State of
Washington, residing at Snohomish.

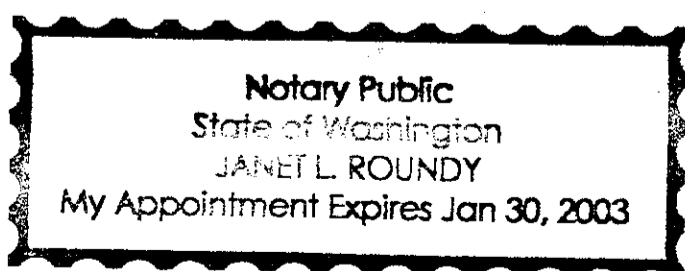
My appointment expires 1/30/2003.

STATE OF WASHINGTON)
)ss
COUNTY OF Snohomish)

On this day personally appeared before me Tonya Robison Tye, to me known to be the individual ___ described in and who executed the within and foregoing instrument and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 24th day of January, 2001.

JANET L. ROUNDY



[Signature]
Notary Public in and for the State of
Washington, residing at Snohomish.

My appointment expires 1/30/2003.



STATE OF WASHINGTON)
)SS
COUNTY OF King)

On this day personally appeared before me Frank Candelario, to me known to be the individual — described in and who executed the within and foregoing instrument and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 25th day of January, 2001.



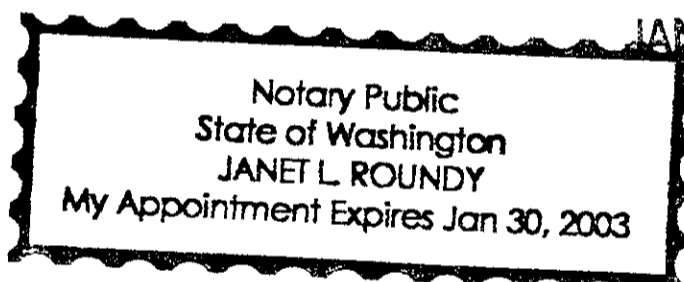
Catherine M. Stolley
Notary Public in and for the State of
Washington, residing at Seattle.

My appointment expires 11/9/2002.

STATE OF WASHINGTON)
)SS
COUNTY OF Snohomish)

On this day personally appeared before me Kristina L. Candelario to me known to be the individual — described in and who executed the within and foregoing instrument and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 24th day of January, 2001.



JANET L. ROUNDY

Janet L. Roundy
Notary Public in and for the State of
Washington, residing at Snohomish.

My appointment expires 1/30/2003.

STATE OF WASHINGTON)
)SS
COUNTY OF)

On this day personally appeared before me _____, who executed the within instrument as Attorney in Fact for _____ and acknowledged to me that he/she signed and sealed 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 _____ is now living and is not incompetent.

Given under my hand and official seal this ____ day of _____, 20 ____.

Notary Public in and for the State of
Washington, residing at _____.

My appointment expires _____.

