


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


200102150132
Skagit County Auditor
2/15/2001 Page 1 of 4 3:49:05PM

Reference: Amendment to easement recorded under AFN 200004050004
Grantor: J. Hellman, K. Merzbacher, & T. Merzbacher (see also page 2)
Grantee: Secret Harbor School
Legal: Ptn. of Govt. Lots 4 & 5 of Section 4, Township 35 North, Range 1 East, W.M. (more fully set forth in easement recorded under AFN 200004050004)
Tax Parcel No.: 350104-1-006-0602

This agreement amends that certain easement recorded under Auditor's File No. 200004050004, 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 wish to purchase said lots until it has received additional protection under and clarification of the terms of the easement.

C. Grantee under the easement wishes to encourage the State to purchase lots 7-10 and is willing to modify the terms of the easement as it affects lot 7 as requested by State as set forth hereafter.

Agreement

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

1. Sections 3(d) maintenance and 3(e) indemnification are added:

3(d) Maintenance and improvements. Grantee shall have sole responsibility for maintaining the Easement Area. The cost of improvements shall be at the sole cost of the improver unless the parties agree to share the cost.

3(e) Indemnification. Grantee hereby agrees to indemnify, defend, and hold harmless the State, its officers and employees for any and all claims for injuries and/or damage to persons or property suffered or alleged to be suffered on or about the Easement Area by reason of the acts or omissions of the Grantee, its agents, employees, and contractors while operating under this easement.

2. This agreement may be signed in counterpart.

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

FEB 15 2001

Amount Paid \$ 0
Skagit County Treasurer
By:  Deputy

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

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: Lisa Cull
Title: Executive Director

Amendment

Approved as to Form on

January 19, 2001 by
James Schwartz
James Schwartz

Assistant Attorney General
State of Washington



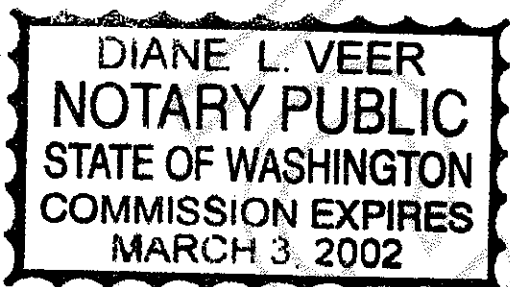
200102150132
Skagit County Auditor

ACKNOWLEDGEMENTS

STATE OF WASHINGTON)
COUNTY OF Skagit)ss
)

On this day personally appeared before me Jochim 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.

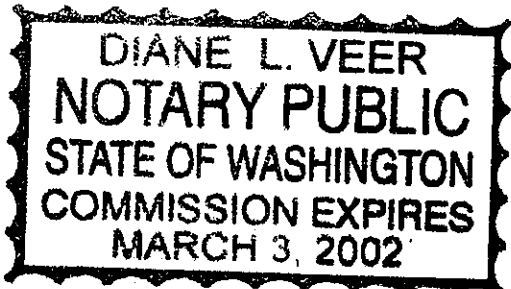


Diane L Veer
Notary Public in and for the State of
Washington, residing at Anacortes.
My appointment expires 3-3-02.

STATE OF WASHINGTON)
COUNTY OF Skagit)ss
)

On this day personally appeared before me Jochim 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.



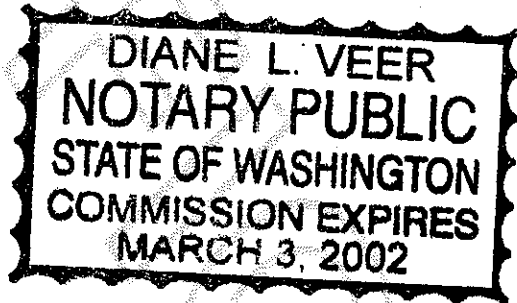
Diane L Veer
Notary Public in and for the State of
Washington, residing at Anacortes.
My appointment expires 3-3-02.



STATE OF WASHINGTON)
COUNTY OF Skagit)ss

On this day personally appeared before me Jochim 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.



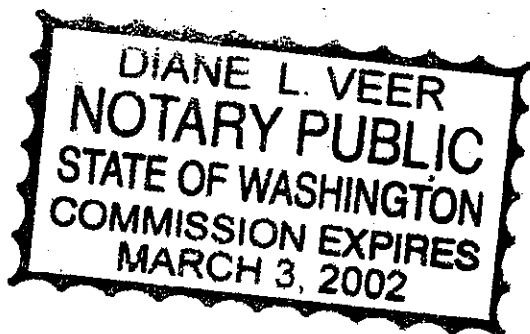
Diane L Veer
Notary Public in and for the State of
Washington, residing at Anacortes.

My appointment expires 3-3-01.

STATE OF WASHINGTON)
COUNTY OF Skagit)ss

On this day personally appeared before me Brian Arnold 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/they were authorized to execute said instrument for said non-profit corporation.

Given under my hand and official seal this 21 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.

