

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



200102150133

, Skagit County Auditor

2/15/2001 Page 1 of 11 3:49:40PM

Reference: Amendment to Partition Agreement recorded under AFN 9410120063

Grantor/Grantee: J. & P. Richter, J. Hellman, K. Merzbacher, & T. Merzbacher (see also page 2)
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 partition agreement recorded under AFN
9410120063, records of Skagit County, State of Washington.

ISLAND TITLE COMPANY

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 section 3 of the partition agreement.

C. The owners of lots 1-6 wish to encourage the State to purchase lots 7-10 and are
willing to clarify the terms of the partition agreement as it affects lots 7-10 by releasing the
owner of lots 7-10 from any obligations to maintain, repair, or improve the road or dock for any
year in which the State does not exercise the rights granted to it under the partition agreement as
owner of lots 7-10.

Agreement

For and in consideration of mutual benefits, receipt of which is hereby acknowledged, the
parties agree to a new section 4 to the agreement as follows:

1. NEW section 4: State, as owner of lots 7-10, shall have no obligation to

contribute to the costs of maintaining, repairing or improving the roadways, boat ramp or dock
identified in section 3 of the partition agreement except as set forth below. For any year in
which the State does not exercise the rights granted under the partition agreement or limits its use
to foot traffic, State shall have no obligation to contribute to the expenses incurred to maintain,
repair, or improve the roadways, boat ramp, or dock, 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 the partition

agreement 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 to maintain,
repair, or improve the roads, boat ramp, or dock 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 the State's use to the useful life of the work done to the roads, boat ramp, or dock
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
PATRICIA RICHTER

Dated: , 20

THOMAS J. WEINGARTEN

Dated: , 20

PATRICK CHARLES TYE

Dated: , 20

TONYA ROBISON TYE

Dated: , 20

KRISTINA L. CANDELARIO
JESSICA HELLMAN
By Joachim Richter, her attorney-in-fact

Dated: Jan 23, 2001

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

Dated: Jan 23, 2001

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

Dated: Jan 24, 2001

SECRET HARBOR SCHOOL
By: *Joachim Richter*
Title: *Executive Director*

Amendment
Approved as to Form on
January 19, 2001 by
James Schwartz
Assistant Attorney General
State of Washington

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID
FEB 15 2001
Amount Paid \$
Skagit County Treasurer
By: *Joachim Richter*
Deputy



200102150133

, 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____

Dated: _____, 20____

Dated: February 6, 2001

Dated: _____, 20____

Dated: _____, 20____

Dated: _____, 20____

Dated: _____, 20____

Dated: _____, 20____

Dated: _____, 20____

Dated: _____, 20____

Dated: _____, 20____

Dated: _____, 20____

Dated: _____, 20____

JOACHIM RICHTER

PATRICIA RICHTER

THOMAS J. WEINGARTEN

SUSAN M. WEINGARTEN

PATRICK CHARLES TYE

TONYA ROBISON TYE

ROBERT CANDELARIO

KRISTINA L. CANDELARIO

JESSICA HELLMAN

KARIN MERZBACHER

THOMAS MERZBACHER

SECRET HARBOR SCHOOL

By: _____

Title: _____

Amendment
Approved as to Form on
January 19, 2001 by
James Schwartz
Assistant Attorney General
State of Washington

J:\DATA\TRANSACT\MSP\CLAND\SLAP\WPDOCS\CYPRESS\RichterMerzbacher\new_merzk63.doc



200102150133

, 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____

Dated: _____, 20____

Dated: _____, 20____

Dated: 2-8-2001

Dated: _____, 20____

Dated: _____, 20____

Dated: _____, 20____

Dated: _____, 20____

Dated: _____, 20____

Dated: _____, 20____

Dated: _____, 20____

Dated: _____, 20____

Dated: _____, 20____

Dated: _____, 20____

Title: _____

By: _____

SECRET HARBOR SCHOOL

THOMAS MERZBACHER

KARIN MERZBACHER

JESSICA HELLMAN

KRISTINA L. CANDELARIO

ROBERT CANDELARIO

TONYA ROBISON TYE

PATRICK CHARLES TYE

THOMAS J. WEINGARTEN

SUSAN M. WEINGARTEN

PATRICIA RICHTER

JOACHIM RICHTER

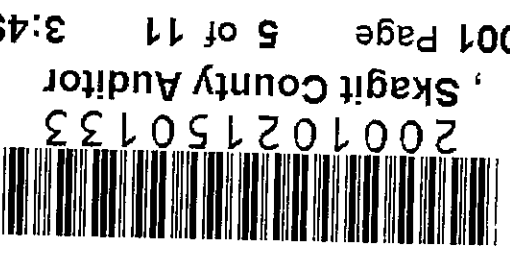
Amendment
Approved as to Form on
January 19, 2001 by
James Schwartz
Assistant Attorney General
State of Washington



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.

JOACHIM RICHTER	_____	Dated: _____, 20__
PATRICIA RICHTER	_____	Dated: _____, 20__
THOMAS J. WEINGARTEN	_____	Dated: _____, 20__
SUSAN M. WEINGARTEN	_____	Dated: _____, 20__
PATRICK CHARLES TYE	_____	Dated: 1-24, 2001
TONYA ROBISON TYE	_____	Dated: 1-24, 2001
ROBERT CANDELARIO	_____	Dated: 1-25, 2001
KRISTINA L. CANDELARIO	_____	Dated: 1-24, 2001
JESSICA HELLMAN	_____	Dated: _____, 20__
KARIN MERZBACHER	_____	Dated: _____, 20__
THOMAS MERZBACHER	_____	Dated: _____, 20__
SECRET HARBOR SCHOOL	_____	Dated: _____, 20__

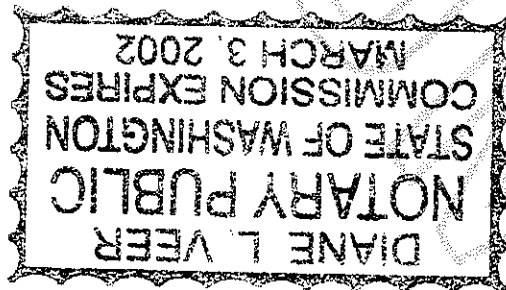
Amendment
Approved as to Form on _____, 2001 by
James Schwartz
Assistant Attorney General
State of Washington



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.



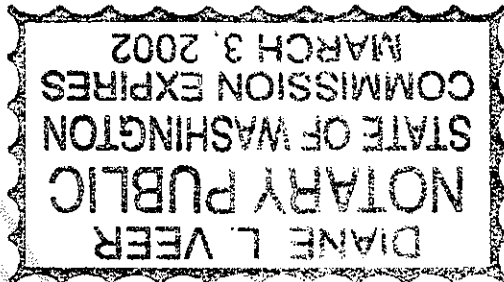
Notary Public in and for the State of Washington, residing at Wharfedale

My appointment expires 3-3-02

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.



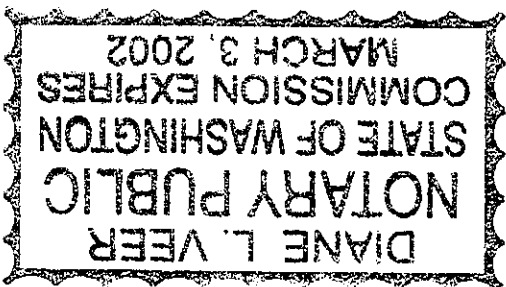
Notary Public in and for the State of Washington, residing at Wharfedale

My appointment expires 3-3-02

STATE OF WASHINGTON
COUNTY OF Skagit
(ss)
()

On this day personally appeared before me Patricia Richter, who executed the within instrument as Attorney in Fact for Jessica Helming 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 Helming is now living and is not incompetent.

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



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

My appointment expires 3-3-02



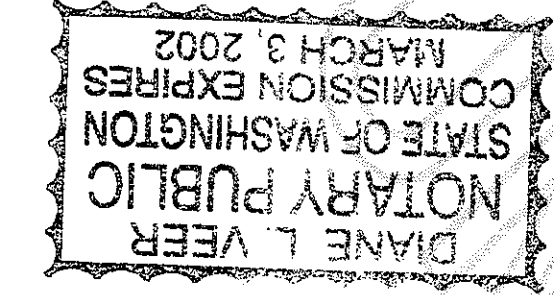
200102150133

, Skagit County Auditor

STATE OF WASHINGTON
COUNTY OF Skagit
(ss)
()

On this day personally appeared before me Loachin Richter, who executed the within instrument as Attorney in Fact for Thomas Werbach 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 Loachin Werbach is now living and is not incompetent.

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

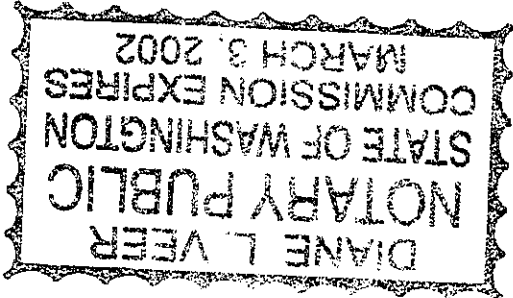


Notary Public in and for the State of
Washington, residing at Pharadise.
My appointment expires 3-3-02.

STATE OF WASHINGTON
COUNTY OF Skagit
(ss)
()

On this day personally appeared before me Loachin Richter, who executed the within instrument as Attorney in Fact for Thomas Werbach 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 Werbach is now living and is not incompetent.

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

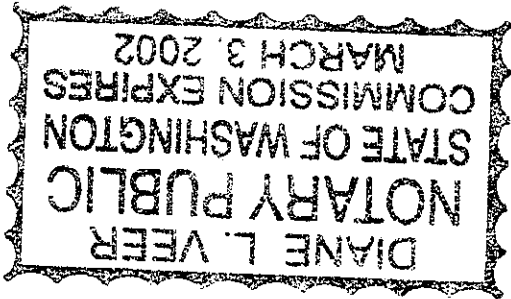


Notary Public in and for the State of
Washington, residing at Pharadise.
My appointment expires 3-3-02.

STATE OF WASHINGTON
COUNTY OF Skagit
(ss)
()

On this day personally appeared before me Loachin Richter 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.



Notary Public in and for the State of
Washington, residing at Pharadise.
My appointment expires 3-3-02.

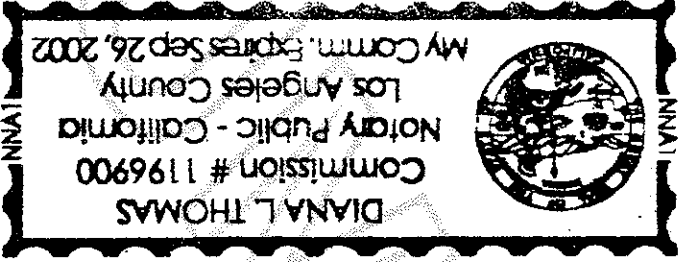
ACKNOWLEDGEMENTS

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, 2001.

Diana J. Shaw
Notary Public in and for the State of
California Washington, residing at Los Angeles.
My appointment expires 9/26/2001.



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____.

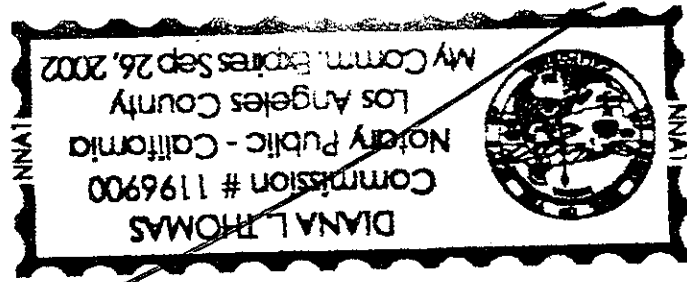
Notary Public in and for the State of
Washington, residing at _____
My appointment expires _____.

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

On this day personally appeared before me Diana L. Thomas, 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.



200102150133

, Skagit County Auditor

STATE OF WASHINGTON
COUNTY OF SNOHOMISH
()
(ss)
()

On this day personally appeared before me SUSAN M. WEINGART 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, 2017.

Susan M. Weingart
Notary Public in and for the State of Washington, residing at Summit

My appointment expires 11/8/21.

STATE OF WASHINGTON
COUNTY OF _____
()
(ss)
()

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
COUNTY OF _____
()
(ss)
()

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.

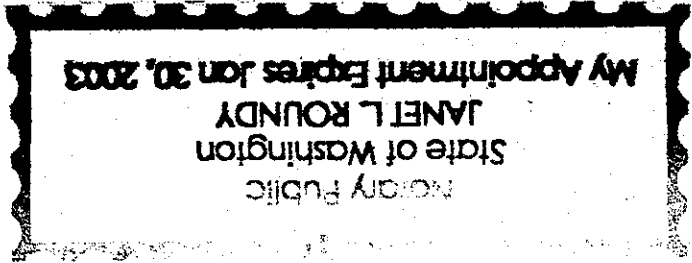
Given under my hand and official seal this _____ day of _____, 20____.

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

My appointment expires _____.



200102150133
Skagit County Auditor

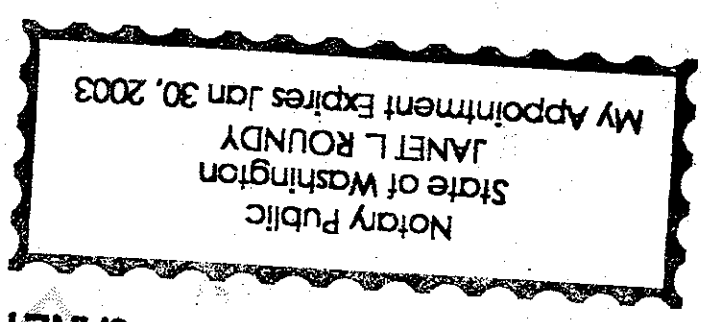


My appointment expires 1/30/2003
Notary Public in and for the State of Washington, residing at Snodgrass

Janet L. Roudy
Given under my hand and official seal this 27th day of January, 2001.

On this day personally appeared before me Tommy Robinson Jr. 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.

STATE OF WASHINGTON
()
COUNTY OF SNODGRASS
()
(ss)



My appointment expires 1/30/2003
Notary Public in and for the State of Washington, residing at Snodgrass

Janet L. Roudy
Given under my hand and official seal this 27th day of January, 2001.

On this day personally appeared before me Patricia Charles Jr. 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.

STATE OF WASHINGTON
()
COUNTY OF SNODGRASS
()
(ss)

My appointment expires _____
Notary Public in and for the State of _____, residing at _____

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

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.

STATE OF WASHINGTON
()
COUNTY OF _____
()
(ss)



STATE OF WASHINGTON)
(
COUNTY OF King)
(
(SS)

On this day personally appeared before me Frank Carls, 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. Stoley
Notary Public in and for the State of
Washington, residing at Seattle

My appointment expires 11/9/2002

STATE OF WASHINGTON)
(
COUNTY OF Shelton)
(
(SS)

On this day personally appeared before me Kristina L. Carls 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. Roudy
Notary Public in and for the State of
Washington, residing at Shelton

My appointment expires 11/30/2003

STATE OF WASHINGTON)
(
COUNTY OF)
(
(SS)

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 _____

