

When recorded return to:

Skagit Land Trust  
P.O. Box 1017  
Mount Vernon, WA 98273

200107270058  
Skagit County Auditor  
7/27/2001 Page 1 of 15 11:17:57AM

Document Title: Grant of Option

Grantor: Kimberly-Clark Corporation  
Grantee: Skagit Land Trust

Brief Legal Description: The Southeast quarter of the Southwest quarter and portions of Government Lots 3, 5, 6, 8 and 9 in Section 21, Township 35 North, Range 5 East. The West half of the Northeast quarter; the Northeast quarter of the Northwest quarter and Government Lots 3, 5, 6, 7, 10, 11 and 12 in Section 28, Township 35 North, Range 5 East. PEAVEY'S AC 20FT STRIP SLY FR J YOUNG RD LT 42 BLK 1.05 AC M/L. The South half of the Northeast quarter and Government Lots 3, 4 and 5 in Section 29, Township 35 North, Range 5 East. Portions of the Southeast quarter of Section 18, Township 35 North, Range 4 East. Lot 2, Short Plat No. 10-90, approved March 16, 1990, recorded March 23, 1990 in Book 9 of Short Plats, pages 214 and 215, under Auditor's File No. 9003230007 and being in Section 27, Township 35 North, Range 5 East. Lot 3 of Skagit County Short Plat No. 91-14, approved April 8, 1991 and recorded April 8, 1991 under Auditor's File No. 9104080082 in Book 9 of Short Plats, pages 339 and 340 and being in Sections 2 and 3 of Township 34 North, Range 4 East. *(complete legal in Exhibit A)*

Assessor's Tax Parcel Numbers:

SKAGIT COUNTY WASHINGTON  
Real Estate Excise Tax  
PAID

1 JUL 27 2001

Amount Paid \$  
Skagit County Treasurer  
By: *[Signature]* Deputy

P40062, P40063, P40071, P40072, P40089,  
P40312, P40314, P40324, P40325, P40327,  
P67927, P40317, P40318, P40332, P40333,  
P40334, P40349, P36864, P36865, P36866,  
P36867, P36872, P40273, P40270, P99048,  
P23472, P23474

## GRANT OF OPTION

THIS GRANT OF OPTION is made this 3<sup>rd</sup> day of July 2001, by and between Skagit Land Trust, a Washington not-for-profit corporation (hereinafter referred to as the "Optionee") and Kimberly-Clark Corporation (hereinafter referred to as the "Optionor").

1. **Property:** The Property subject to this Grant of Option Agreement is the real property owned by Optionor located in Skagit County and legally described in Exhibits "A" through "E" (the "Property"). Property includes: approximately 316 acres on "Skiyou Island", Skagit County Parcel Identification Numbers: P40062, P40063, P40071, P40072, P40089, P40312, P40314, P40324, P40325, and P40327; approximately 261 acres on "Deadman Island", Skagit County Parcel Identification Numbers: P67927, P40317, P40318, P40332, P40333, P40334 and P40349; approximately 139 acres near "Butler Flats", Skagit County Parcel Identification Numbers: P36864, P36865, P36866, P36867 and P36872; approximately 104 acres on near "Gilligan Creek", Skagit County Parcel Identification Numbers: P40273 and P40270; and approximately 88 acres near "Francis Road", Skagit County Parcel Identification Numbers: P99048, P23472, and P23474.

2. **Consideration:** "Consideration" for this agreement is five thousand dollars (\$5,000) to be paid by Optionee to Optionor on mutual acceptance hereof, the adequacy and sufficiency of which are acknowledged by Optionor. The Consideration is not refundable, except: (a) under the conditions set forth in paragraphs 6, 7 and 13; or (b) upon the Optionee's satisfaction that adequate access can be secured, or exists to the Skiyou Island property and if not so satisfied, may terminate this agreement by written notice to Optionor within forty-five (45) days; or (c) upon breach of this Agreement by Optionor. Consideration shall be credited towards the purchase price upon closing.

3. **Right to Purchase:** Optionor hereby conveys and grants to Optionee an exclusive right to purchase the Property set forth in Exhibits "A" through "E" on or before December 21, 2001.

4. **Exercise of Option:** Optionee shall, if it so elects, exercise this option by giving written notice thereof to Optionor at any time prior to or upon September 28, 2001. If the Optionee does not exercise the Option under this agreement, the Optionor shall retain the

Consideration, free of all claims from the Optionee and the Agreement shall terminate and become null and void.

5. **Purchase Price:** The purchase price shall be one million one hundred and eleven thousand dollars (\$1,111,000) by draft, cash, or certified check at closing, with credit for five thousand dollars (\$5,000) paid in Consideration for this option.

6. **Title:** Title to the Property shall be marketable at closing. Rights, reservations, covenants, conditions, and restrictions, easements, and encroachments, presently of record, and not materially affecting the value of the Property or unduly interfering with Optionee's intended use of the Property shall not cause the title to be considered unmarketable. Within 30 days of signing this option agreement, Optionor and Optionee shall work together in good faith with the adjacent landowner on the Skiyou Island parcel, the Bensons, to physically identify the property line between the subject Property and the adjacent "Benson Property". Title shall not be considered marketable if the location of said line is not mutually agreed upon by Optionor, Optionee and the Bensons. Optionee shall conclusively be deemed to have accepted the condition of title unless Optionor receives notice of Optionee's objections within fourteen (14) days after the preliminary commitment for title insurance is received by or made available to Optionee. Upon receipt of a timely objection from the Optionee, the Optionor shall have fourteen (14) days to inform the Optionee, in writing, whether or not the Optionor elects to remove or cure such objections. If the Optionor elects not to remove or cure such objections, then the Optionee shall have the option to proceed with the transaction despite such defect(s), or terminate the transaction, in which case the Consideration shall be refunded to the Optionee.

7. **Title Insurance:** Upon mutual acceptance hereof, Optionor authorizes closing agent, at Optionor's expense, to apply for a standard form owner's policy of title insurance, inflation protection endorsements, if applicable, and available at no additional cost, to be issued by First American Title Insurance Company. The title policy shall contain no exceptions other than those contained in said standard form and those not inconsistent with this Agreement. If title is not so insurable and cannot be made so insurable before or at closing, Optionee may elect either to waive such encumbrances or defects, or to terminate this Agreement and receive a refund of the option Consideration.

8. **Conveyance:** Title shall be conveyed by statutory warranty deed free of encumbrances and defects except those included in this Agreement or otherwise accepted by Optionee in writing. Both parties shall execute all documents reasonably required to allow Optionee to become a "successor in interest" to the Optionor's CREP Contract with the United States Department of Agriculture which is applicable to a portion of the Property included in the Skiyou Island parcel.

9. **Closing:** Closing agent shall be the Law Office of Bradford E. Furlong, P.S., 825 Cleveland Avenue, Mount Vernon, Washington, 98273. This sale shall be closed no later than December 21, 2001. "Closing" means the date on which all documents are recorded and the sale proceeds are available for disbursement to Optionor. Optionee and Optionor shall deposit with closing agent all documents and monies required to complete this sale in accordance with this Agreement.

10. **Closing Costs & Proration:** Optionor and Optionee shall each pay one half (½) of the escrow fee. Optionor shall pay real estate excise tax. Taxes and assessments for the then current year shall be prorated as of closing. Each party hereto represents and warrants to the other party that it has not utilized the services of any real estate broker or sales person and agree to indemnify, defend and hold each other harmless from and against all claims for brokerage commissions and finder's fees.

11. **Possession:** Optionee shall be entitled to possession on closing; *provided*, that upon mutual acceptance hereof Optionee shall be given full access to the Property for purposes of inspections and to show the Property to potential lenders, funders and/or their representatives.

12. **Notices:** Unless otherwise specified in this Agreement, any and all notices required or permitted to be given under this Agreement must be given in writing. All notices must be signed by an authorized representative of party giving the notice. Notices shall be deemed to be given when actually received by or at the address/or facsimile number of the intended recipient. Notices may be transmitted by facsimile so long as the original notice is deposited in the United States mail or other parcel delivery service by the next business day, addressed to the other party. Transmittal confirmation shall be preclusive evidence of addressee's receipt of notice by facsimile.

Notices shall be given to:

Kimberly-Clark Corporation  
Attention: Gary Sitzman  
2600 Federal Avenue  
Everett, Washington 98201  
Facsimile No. (425) 259-7553

Skagit Land Trust  
Attention: Martha Bray  
P.O. Box 1017  
Mount Vernon, Washington 98273  
Facsimile No. (360) 336-1079

Each party shall be deemed to have received notices when delivered to the foregoing address/facsimile numbers unless addressee has notified addressor of an address change prior to transmittal. Persons authorized by Optionor to sign notices hereunder are DAVID J. FADDIS, MILL MANAGER; and SCOTT HELKER,  
(Name) (Title) (Name)

PULP MILL MANAGER. Persons authorized by Optionee to give notices hereunder are:  
(Title)  
Martha Bray , Executive Director; or Andrea Xaver, President; or John Milnor, Vice President.

13. **Hazardous Substances**: Optionor shall disclose to Optionee within thirty (30) days of mutual acceptance:

(a) whether the Property, or any portion thereof, to the best knowledge of the Optionor has been affected by the presence of, or there is present on any portion of the Property, oil, hazardous waste, toxic substances or other pollutants or material (hereinafter "Hazardous Substances") present that could be a detriment to the Property or in violation of any local, state or federal law or regulation; and/or

(b) whether there are any known hazardous environmental conditions upon any portion of the Property; and/or

(c) whether, to Optionor's knowledge, Optionor or any other user or occupant of any part of the Property known to Optionor has ever been cited for violating any federal, state or local Hazardous Substances or environmental law or regulation with respect to operations or activities on or about the Property. Optionor shall also deliver any and all reports, test results, and/or other documents relating to the presence or absence of Hazardous Substances on or about the Property to Optionee within said thirty (30) day period. If Optionee shall receive information that the Property has been affected with any environmental contaminants or Hazardous Substances at any time prior to closing, Optionee, at its discretion, may; (i) if information is received after October 1, 2001, delays closing up to ninety (90) days to investigate environmental conditions; and/or, may; (ii) no matter when information is received, terminate its obligation to purchase the Property and receive a refund of its Consideration.

14. **Hold Harmless**: In the event it is determined, after this transaction closes, that due to any act or omission of Optionor, there is a presence of Hazardous Substances or other pollutants or material that renders the Property in violation of any local, state or federal law or regulation, then, and in that event, Optionor agrees to pay, be responsible for and hold Optionee harmless from any remedial action to either remove or repair the cause of said Hazardous Substance, waste or other pollutants or material that renders the Property in violation of any local, state or federal law or regulation or constitutes and health hazard to any life form and from any and all fines, penalties or assessments imposed upon Optionee therefor. Throughout the term of this agreement, Optionee, at its sole expense, shall have the right to



enter onto the Property and conduct archaeological, environmental and/or engineering surveys and studies on or beneath the Property; provided however, that the Optionee shall return the Property to its previous condition after completing such surveys and studies. This Paragraph 14 shall survive closing and shall bind and inure to the benefit of the parties' successors and assigns.

15. **Computation of Time:** Unless otherwise expressly specified herein, any period of time specified in this Agreement shall expire at 5:00 p.m. of the last calendar day of the specified period of time, unless the last day is Saturday, Sunday, or legal holiday, as prescribed in RCW 1.16.050, in which event the specified period of time shall expire at 5:00 p.m. of the next business day. Any specified period of five (5) days or less shall include business days only.

16. **Termination:** In the event of termination of this Agreement, any costs authorized under this Agreement shall be paid by the party responsible therefor.

17. **General Provisions:** Time is of the essence. There are no agreements which modify this Agreement. This Agreement constitutes the full understanding between Optionor and Optionee.

18. **Litigation, Costs:** If any legal action or any other proceeding, including an arbitration or action for declaratory relief, is brought for the enforcement of this Agreement or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees and other costs incurred in that action or proceeding, including appeals, in addition to any other relief to which the prevailing party may be entitled. "Prevailing party" shall include without limitation:

- a. a party dismissing an action in exchange for sums allegedly due;
- b. a party receiving performance from the other party of an alleged breach of covenant or a desired remedy where the performance is substantially equal to the relief sought in an action; or
- c. the prevailing party as determined by a court of law.

Venue for any suit shall be solely in Skagit County; this Agreement shall be interpreted pursuant to Washington law.

19. **Successors and Assigns:** This Agreement shall, in whole or in part, inure to the benefit of and be binding on the parties and their respective successors, heirs, assigns,

mortgagee and/or beneficiaries. All references to "Optionor" and "Optionee" include respective successors, heirs, assigns, mortgagees and/or beneficiaries of each.

20. **Recordation:** This Agreement, or a memorandum thereof, may be recorded at Optionee's option and expense.

21. **Quitclaim Deed:** If recorded and upon termination of this Agreement in accordance with its terms, Optionee shall deliver to Optionor a signed and acknowledged Quitclaim Deed in the appropriate form. Optionor may record the Quitclaim Deed following the termination of this Agreement.

22. **Exhibits:** All exhibits and any others referred to in this Agreement are incorporated into this Agreement by reference.

23. **Captions:** Captions and headings in this Agreement, including the title of this Agreement, are for convenience only and are not to be considered in construing this Agreement.

24. **Modification and Amendment:** This Agreement may not be modified or amended except in writing signed by Optionor and Optionee.

Signed this 23<sup>rd</sup> day of ~~June~~ <sup>July</sup> 2001, by:

Skagit Land Trust:

By: Andrea Xaver

Andrea Xaver, President

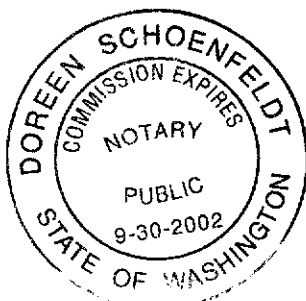
STATE OF WASHINGTON )

) SS.

COUNTY OF SKAGIT )

On this 23<sup>rd</sup> day of July 2001 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Andrea Xaver to me known to be the president of Skagit Land Trust, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

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



Doreen Schoenfeldt  
Notary Public in and for the State of Washington,  
Residing at Seco - W/oolley  
My commission expires: 9-30-02

Print Name: Doreen Schoenfeldt





Signed this 3<sup>rd</sup> day of July 2001, by:

Kimberly-Clark Corporation:

BY: 

Print Name: S. R. Kalmanson

Title: Group President, Family Care  
and Wet Wipe Sectors

WISCONSIN  
STATE OF ~~WASHINGTON~~ )

) SS.

COUNTY OF WINNEBAGO )

On this 3rd day of July, 2001 before me, the undersigned, a Notary Public in  
and for the State of Washington, duly commissioned and sworn, personally appeared  
S. R. Kalmanson Wisconsin to me known to be the officer of the  
corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free  
and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on  
oath stated that he is authorized to execute the said instrument.

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

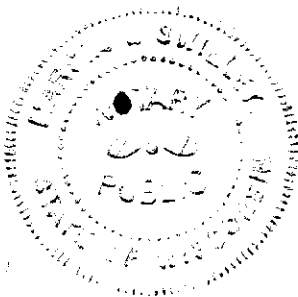
Marcia I. Swilley

Notary Public in and for the State of Washington, Wisconsin,

Residing at Neenah, Wisconsin

My commission expires: October 6, 2002

Print Name: Marcia I. Swilley



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, Skagit County Auditor

EXHIBIT A

Page 1 of 1

(approximately 316 acres on Skiyou Island)

PARCEL A:

The Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  and Government Lots 5, 6, 8 and 9, in Section 21, Township 35 North, Range 5 East, W.M.,

EXCEPT roads.

Situate in the County of Skagit, State of Washington.

PARCEL B:

Beginning at the point where the West line of Lot 42 of Peavey's Acreage Tract No. 1 intersects the South boundary line of Public Road, known as the James Young and Sterling Road; thence Northeasterly along the South boundary line of said road a distance of 250 feet; thence in a Southeasterly direction winding along and down the bank of the Skiyou Slough to the center of said slough; thence Easterly 20 feet; thence Northwesterly, parallel and 20 feet distant from said Southeasterly line extending from the public road to the centerline of said Skiyou Slough, to the South boundary line of the said James-Young-and-Sterling-Road; thence Westerly along the South boundary line of the said road to the place of beginning, all being situated in Government Lot 3, Section 21, Township 35 North, Range 5 East, W.M., Skagit County, Washington.

EXCEPT any portion thereof lying Southerly of the meander line of said Government Lot 3.

Situate in the County of Skagit, State of Washington.

Together with:

The West  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$ ; the Northeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  and Government Lots 3, 6 and 7; also Government Lots 5, 10, 11 and 12, all in Section 28, Township 35 North, Range 5 East, W.M..

Situate in the County of Skagit, State of Washington.

Together with:

PEAVEY'S AC 20FT STRIP SLY FR J YOUNG RD LT 42 DIV 1 OF 10000



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EXHIBIT B

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(approximately 261 acres on Deadman Island)

The South  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  and Government Lots 3, 4 and 5,  
in Section 29, Township 35 North, Range 5 East, W.M..

Situate in the County of Skagit, State of Washington.

*JBM*



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, Skagit County Auditor

EXHIBIT C

Page 1 of 2

(approximately 139 acres in Butler Flats area)

The East 5.5 acres of the West  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 18, Township 35 North, Range 4 East, W.M., EXCEPT the South 25 feet thereof as conveyed to Skagit County for road purposes by Deed dated June 11, 1892 and recorded July 16, 1892 under Auditor's File No. 9037, in Volume 23 of Deeds, page 436, records of Skagit County, Washington.

ALSO, the East  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 18, Township 35 North, Range 4 East, W.M., EXCEPT the South 25 feet thereof as conveyed to Skagit County for road purposes by Deed dated June 11, 1892 and recorded July 16, 1892, under Auditor's File No. 9037, in Volume 23 of Deeds, page 436, records of Skagit County, Washington, EXCEPT that certain 100 foot wide strip of land conveyed to the State of Washington for State Road No. 1 by Deed dated May 2, 1935 and recorded August 7, 1935 under Auditor's File No. 271688, in Volume 167 of Deeds, page 567, records of Skagit County, Washington, EXCEPT the as built and existing County road commonly known as Green Road running along the East line of the Southeast  $\frac{1}{4}$  AND EXCEPT the following described tract:

Beginning at the intersection of the South line of the Southeast  $\frac{1}{4}$  with the Westerly line of the County road running along the East line of said Southeast  $\frac{1}{4}$ ;  
thence Northerly along the West line of said road, 374.56 feet to the true point of beginning;  
thence Westerly at right angles to said road, 200 feet;  
thence Northerly parallel with the West line of said road, 518.6 feet;  
thence Easterly 200 feet to the West line of said road;  
thence Southerly along said road, 518.6 feet to the true point of beginning.

ALSO EXCEPT:

PTN SE1/4 SE1/4, BAT INTER OF S LI OF SD SUB WITH WLY LI OF CO RD KNOWN AS GREEN RD RUN ALG THE E LI THOF; TH NLY ALG TH W LI OF SD RD 592.36 FT; TH WLY AT R/A TO SD RD 200 FT TPOB; TH CONT WLY AT R/A TO SD RD 30 FT; TH NLY, PLW W LI OF SD RD 300.8 FT; TH ELY 30 FT TAP 200 FT W OF, WHEN MEAS AT R/A TO SD CO RD; THE SLY 300.8 FT, M/L TPOB. O/S VIC#2-93 DATE DUE:2-28-93 TGW FDP PTN SE1/4 SE1/4 DAF BAT INT S LN SD SUBDIV WI WLY LN CO RD RUN ALG E LN SUBDIV TH NLY ALG W LN SD RD 810.16FT TO TPOB TH NLY ALG SD W LN 83FT TH WLY AT R/A TO SD RD 200FT TH SLY PLL TO SD RD 83FT TH ELY TO TPOB

Situate in the County of Skagit, State of Washington.

NOT TO Farm and Agricultural classification as disclosed by Notice recorded May 10, under Auditor's File No. 800638 and the provisions of R



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EXHIBIT C  
Page 2 of 2

Together with:

The West 1/2 of the Southeast 1/4 of Section 18, Township 35 North, Range 4 East, W.M.; EXCEPT the East 5.5 acres thereof; EXCEPT the South 25 feet for County Road; EXCEPT that portion conveyed to the Seattle and Montana Railway Company by Deed recorded November 30, 1901 in Volume 43 of Deeds, page 508; EXCEPT that portion condemned by the State of Washington for Primary State Highway No. 1 by Decree entered January 24, 1963 in Skagit County SC-26648; EXCEPT that portion lying Southwesterly of said Railroad right-of-way.

SITUATE in the County of Skagit, State of Washington.

SUBJECT TO Classification as farm and agricultural disclosed by Notice recorded November 12, 1971 and September 25, 1974 under Auditor's File Nos. 760555 and 807794, respectively, and the provisions of RCW 84.34.

*JBM*



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Skagit County Auditor

EXHIBIT D

Page 1 of 1

(approximately 104 acres near Gilligan Creek)

Lot 2, Short Plat No. 10-90, approved March 16, 1990, recorded March 23, 1990 in Book 9 of Short Plats, pages 214 and 215, under Auditor's File No. 9003230007 and being a portion of Government Lots 11 and 12, and the South  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of Section 27, Township 35 North, Range 5 East, W.M. (said property being more particularly described on Exhibit "A" attached hereto.)

TOGETHER WITH an easement for ingress, egress and utilities of the Easterly 40 feet of Lot 1 of said Short Plat No. 10-90 and also over a strip of land 40 feet in width, being 20 feet on either side of the centerline of that certain easement recorded under Auditor's File No. 8311160052 and shown on the face of said Short Plat; excepting any portion thereof lying in the Easterly 40 feet of said Lot 1.

EXHIBIT "A"

DESCRIPTION:

Government Lots 11 and 12, and the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 27, Township 35 North, Range 5 East, W.M., EXCEPT road, and EXCEPT that portion lying Northerly of the following described line:

Beginning at the South  $\frac{1}{2}$  corner in Section 27, Township 35 North, Range 5 East, W.M.;  
thence North  $04^{\circ}50'29''$  West, along the North-South centerline of said Section, 2877.35 feet to a point of beginning and hereinafter to be accepted as the North line of Government Lots 11 and 12 of said Section;  
thence South  $88^{\circ}09'50''$  West, 336.37 feet;  
thence South  $43^{\circ}08'38''$  West, 178.21 feet;  
thence South  $06^{\circ}30'34''$  West, 329.62 feet;  
thence South  $21^{\circ}32'42''$  West, 497.32 feet;  
thence South  $26^{\circ}15'20''$  West, 294.64 feet;  
thence South  $65^{\circ}07'54''$  West, 486.35 feet;  
thence South  $68^{\circ}20'27''$  West, 250.76 feet;  
thence South  $82^{\circ}32'58''$  West, 290.71 feet;  
thence South  $51^{\circ}00'19''$  West, 248.23 feet;  
thence South  $62^{\circ}11'04''$  West, 300 feet to predominant old channel and the terminus of said line,

ALSO EXCEPT that portion of the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  lying Easterly of the following described line:

Beginning at a point which is North  $2^{\circ}45'00''$  East, a distance of 30.04 feet from the Southeast corner of the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$ ;  
thence South  $89^{\circ}41'00''$  West a distance of 222.50 feet to the true point of beginning of this line description;  
thence North  $1^{\circ}39'49''$  East to the Skagit River and the terminus of this line description.

Situate in the County of Skagit, State of Washington. *ASm*



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, Skagit County Auditor

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EXHIBIT E  
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(approximately 88 acres on Francis Road)

Lot 3 of Skagit County Short Plat No. 91-14, approved April 8, 1991 and recorded April 8, 1991 under Auditor's File No. 9104080082 in Book 9 of Short Plats, pages 339 to 340.

Said Lot 3 being the following described Parcels "A", "B" and "C", EXCEPT Lots 1 and 2 of said short plat:

PARCEL A

The Northwest 1/4 of the Southwest 1/4 of Section 2, Township 34 North, Range 4 East, W.M., EXCEPT the North 20 feet thereof as conveyed to Skagit County for road purposes by Deed recorded August 7, 1916 under Auditor's File No. 114598, in Volume 104 of Deeds, page 426, records of Skagit County, Washington, ALSO EXCEPT the South 10 feet of the North 30 feet of said subdivision.

PARCEL B

The Northeast 1/4 of the Southeast 1/4 of Section 3, Township 34 North, Range 4 East, W.M., EXCEPT the North 20 feet of the East 714.1 feet thereof as conveyed to Skagit County for road purposes by Deed recorded August 7, 1916 under Auditor's File No. 114598, in Volume 104 of Deeds, page 426, records of Skagit County, Washington, ALSO EXCEPT the South 10 feet of the North 30 feet of the East 714.1 feet of said subdivision.

PARCEL C

That portion of the Southwest 1/4 of the Southeast 1/4 of Section 3, Township 34 North, Range 4 East, W.M., lying Northerly of Nookachamps Creek.

THE PROPERTY HEREIN IS SUBJECT TO FARM AND AGRICULTURAL TAX CLASSIFICATION PURSUANT TO AGREEMENT RECORDED DECEMBER 1, 1971, AND OCTOBER 4, 1974, UNDER AUDITOR'S FILE NOS. 761332 AND 808334.



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