

When recorded return to:

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



200110220149

, Skagit County Auditor

10/22/2001 Page 1 of 4 1:08:39PM

Document Title: First Amendment to 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. PEAHEY'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

OCT 28 2001

Amount Paid \$ 0
Skagit Co. Treasurer
By *Lp* 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

**FIRST AMENDMENT
TO
GRANT OF OPTION**

WHEREAS, the Skagit Land Trust, a not-for-profit Washington corporation ("SLT"), and Kimberly-Clark Corporation ("Kimberly-Clark"), entered into a Grant of Option recorded on July 27, 2001 under Skagit County Auditor's File No. 200107270058; and

WHEREAS, the parties have determined that certain deadlines set forth within the Option agreement should be extended for the mutual benefit of both parties and to allow issues affecting marketability of title to be resolved;

IT IS HEREBY agreed between the parties that the Grant of Option, Section 4 should be and is hereby amended to read as follows:

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 November 14, 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.

IT IS HEREBY agreed between the parties that the Grant of Option, Section 6, should be and is hereby amended to read as follows:

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 seventy-six (76) days of the date Optionor receives notice of Optionee's objections to the marketability of title, 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 seventy-six (76) 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.

THE PARTIES AGREE that these amendments inure to the benefit of each party and their agreement hereto constitutes adequate and sufficient consideration for each party's agreement hereto.

IN ALL OTHER RESPECTS, the Grant of Option shall remain in full force and effect and the provisions thereof shall not be modified except to the extent to remain consistent with the foregoing amendments.

Signed this 19th day of October 2001.

Skagit Land Trust:

BY: Andrea Xavier

Andrea Xavier, President

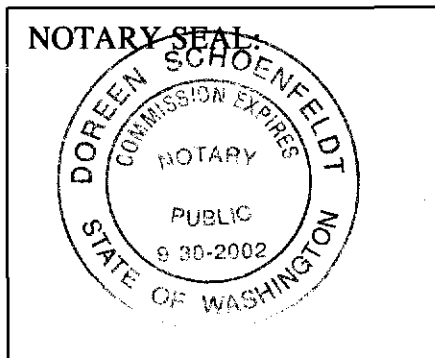
STATE OF WASHINGTON)

) SS.

COUNTY OF SKAGIT)

On this 19th day of October 2001 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Andrea Xavier 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 Sedro Woolley
My commission expires: 9-30-02

Print Name: Doreen Schoenfeldt

Signed this 9th day of October 2001, by:

Kimberly-Clark Corporation:

BY: 

S. R. Kalmanson, Group President
Family Care and Wet Wipe Sectors

STATE OF WISCONSIN)

) SS.

COUNTY OF WINNEBAGO)

On this 9th day of October before me, the undersigned, a Notary Public in and for the State of Wisconsin, duly commissioned and sworn, personally appeared S. R. Kalmanson 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.

NOTARY SEAL:

Marcia I. Swilley

Notary Public in and for the State of Wisconsin,

Residing at Neenah, Wisconsin

My commission expires: October 6, 2002

Print Name: MARCIA I. SWILLEY