



200208150100

Skagit County Auditor

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After recording return to:

Kirsten Barron  
BRETT & DAUGERT  
PO Box 5008  
Bellingham, WA 98227

DOCUMENT TITLE: Easement

REFERENCE NUMBER OF RELATED DOCUMENT: 9104300039

GRANTOR(S): Glacier NW, Inc.

ADDITIONAL GRANTORS ON PAGE NA OF DOCUMENT.

GRANTEE(S): Mount Baker Ski Area, Inc.

ADDITIONAL GRANTEES ON PAGE NA OF DOCUMENT.

ABBREVIATED LEGAL DESCRIPTION: SW ¼ SLY of 440 FT CONTOUR LI USG SDATUM

ADDITIONAL LEGAL DESCRIPTION ON PAGES 1 and 2 OF DOCUMENT.

ASSESSOR'S TAX/PARCEL NUMBER(S): P43337

## COMMUNICATIONS SITE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is entered into this 14<sup>th</sup> day of August, 2002, between **GLACIER NORTHWEST, INC.**, a Washington corporation ("Grantor"), and **MOUNT BAKER SKI AREA, INC.**, a Washington corporation ("Grantee").

For good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**1. Easement Area.** Grantor is the owner of a parcel of land (the "Land") located in the Skagit County, State of Washington, commonly know as Glacier Northwest Mine Site. The Land is more particularly described in **EXHIBIT A, ANNEXED HERETO AND INCORPORATED HEREIN**. Grantor hereby conveys to Grantee an easement for approximately 21,780 (\_\_\_\_\_) square feet of the Land and all access and utility easements, if any, (the "Easement Area") as described in **EXHIBIT B** annexed hereto.

**2. Use of Easement Area.** Grantee may use the Easement Area exclusively for the purpose of installing, maintaining and operating a microwave transmission site facility to provide communication service to Grantee's real property at the Mount Baker Recreational Area in Whatcom County. Grantor agrees to cooperate with Grantee, at Grantee's expense, in making application for and obtaining all licensees, permits and any and all other necessary approvals that may be required for Grantee's intended use of the Easement Area.

**3. Tests and Construction.** Grantee shall have the right at any time following the full execution of this Agreement to enter upon the Land for the purpose of: making appropriate engineering and boundary surveys, inspections, soil test borings, other reasonable necessary tests and constructing the Grantee Facilities (as defined in Section 6.1 below).

**4. Term.** The term of this Agreement shall be five (5) years commencing on September 1, 2002, ("Commencement Date") and terminating on the 5<sup>th</sup> anniversary of the Commencement Date (the "Term") unless otherwise terminated as provided in Section 9. Grantee shall have the right to extend the Term for four (4) successive five (5) year periods (the "Renewal Terms") on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for each successive Renewal Term unless Grantee notifies Grantor of its intention not to renew prior to commencement of the succeeding Renewal Term.

**5. Payment.** Within fifteen (15) days of the Commencement Date and on the first day of each month thereafter, Grantee shall pay to Grantor two hundred and 00/100ths dollars (\$200.00) per month ("Payment") which shall be increased at the inception of any Renewal Term by the Seattle Consumer Price Index for Real Estate. Payment for any fractional month at the beginning or at the end of the Term or Renewal Term shall be prorated. Payment shall be payable to Grantor at Glacier Northwest, Inc., Attention: Accounts Receivable, P.O. Box 1730, Seattle, WA 98111.

### **6. Facilities, Utilities and Access.**

**6.1.** Grantee has the right to erect, maintain and operate on the Easement Area a microwave transmission beam, including without limitation an antenna tower, electronic equipment, equipment shelter, utility lines, supporting equipment and structures thereto ("Grantee Facilities"). In connection therewith, Grantee has the right to do all work necessary to prepare, maintain and alter the Easement Area as a microwave site and to install transmission



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antennas for the transmitters and receivers. All of Grantee's construction and installation work shall be performed at Grantee's sole cost and expense and in a good and workmanlike manner. All of Grantee Facilities shall remain Grantee's personal property and are not fixtures. Upon expiration or earlier termination of the Agreement, Grantee shall remove all Grantee Facilities at its sole expense and Grantee shall repair any damage to the Easement Area caused by such removal. Upon termination of this Agreement, Grantee shall not be required to remove any foundation more than one (1) foot below grade level.

**6.2.** Grantee shall pay for the electricity it consumes in its operations at the rate charged by the servicing utility company. Grantee shall obtain separate electricity and other utilities from any utility company that will provide service to the Easement Area (including a standby power generator for Grantee's exclusive use). Grantor agrees to sign such documents or easements as may be required by said utility companies to provide such service to the Easement Area, including the grant to Grantee or to the servicing utility company at no cost to the Grantee, of an easement in, over across or through the Land as required by such servicing utility company to provide utility services as provided herein. Any easement necessary for such power or other utilities will be at a location acceptable to Grantor and the servicing utility company.

**6.3.** Grantee, Grantee's employees, agents and contractors shall have reasonable access to the Easement Area 24 hours a day, seven days per week, provided however, except in the case of an emergency, Grantee shall notify Grantor in advance of Grantee's proposed construction, maintenance or repair activities with Grantor's operations. Grantor grants to Grantee and its employees, agents and contractors, a non-exclusive right and easement for pedestrian and vehicular ingress and egress across that portion of the Land described in **EXHIBIT B**.

## **7. Interference.**

**7.1.** Grantee shall operate the Grantee Facilities in a manner that will not cause interference to Grantor and other Grantees or licensees of the Land. All operations by Grantee shall be in compliance with all Federal Communications Commission ("FCC") requirements.

**7.2.** Subsequent to the installation of the Grantee Facilities, Grantor shall not permit itself, its Grantees or licensees to install new equipment on the Easement Area or property contiguous thereto owned or controlled by Grantor, if such equipment is likely to cause interference with Grantee's communication equipment. In the event interference occurs, Grantor agrees to take all reasonable steps necessary to eliminate such interference, in a reasonable time period.

**7.3.** Grantee acknowledges that Grantor and other parties have historically conducted hard rock mining and industrial operations on the Land. Future operations of a similar nature may necessitate action on the part of Grantee to accommodate these activities and Grantee agrees to make such reasonable adjustments. Further, Grantee agrees that it will cooperate with and not oppose future actions by Grantor to obtain permits or other necessary authorizations to proceed with mining or industrial operations on the Land.

**7.4.** Grantor is entering into this Agreement with the expectation that its future operations and development of the Land will not preclude Grantee's presence for the full Term and Renewal Terms of this Agreement. Nonetheless, in the event that, despite Grantee's



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good-faith expectations, operations or development at the Land is incompatible with Grantee's activities or presence on the Easement Area or if the location or existence of Grantee's Facilities substantially interferes with Grantor's proposed operations or development on or in the vicinity of the Easement Area, Grantor may terminate this Agreement and any easements provided for herein upon not less than one (1) year prior written notice to Grantee.

**8. Taxes.** If personal property taxes are assessed, Grantee shall pay any portion of such taxes directly attributable to the Grantee's Facilities. Grantor shall pay all real property taxes, assessments and deferred taxes on the Land.

**9. Default/Termination.**

**9.1.** Except as otherwise provided herein, this Agreement and all of Grantee's rights provided for herein may be terminated, without limiting Grantor's rights and remedies as set forth below, as follows: (i) upon thirty (30) days written notice by Grantor if Grantee fails to cure a default for payment of amounts due under this Agreement within that thirty (30) day period; (ii) upon thirty (30) days written notice by Grantor if Grantee commits a non-monetary default and fails to cure or commence curing such default within that thirty (30)-day period, or such longer period as may be required to diligently complete a cure commenced within that thirty (30) day period; (iii) immediately if Grantee makes any general assignment or general arrangement for the benefit of creditors or upon the filing by or against Grantee of a petition to have Grantee adjudged bankrupt or a petition of reorganization or arrangement under any law relating to bankruptcy unless, in the case of a petition filed against Grantee, the same is dismissed within 60 days.

**9.2.** Upon a default by Grantee beyond any applicable cure period, Grantor may reenter the Easement Area, provided such reentry is made under lawful process, and remove or put out Grantee or any other persons found therein. No such reentry shall be construed as an election on Grantor's part to terminate this Agreement unless a written notice of such intention is given to Grantee. Grantor may elect to reconvey or otherwise transfer an interest in -the Easement Area upon such terms and conditions as Grantor in its sole discretion may deem advisable. Any shortfall in amounts received by Grantor from such reconveyance or transfer -shall be paid on a monthly basis by Grantee. The failure or refusal of Grantor to reconvey -the Easement Area shall not release or affect Grantee's liability hereunder. Grantor may also elect to terminate this Agreement and collect from Grantor, in addition to all amounts accrued under this Agreement to date, any Payment owing for the remainder of the then-existing term of the Agreement, less the amount that Grantee proves could be collected for the remainder of the Term. Any termination of Grantee's rights under this Agreement effected by Grantor under any provisions of Section 9 shall be in addition to and not in limitation of any other remedy of Grantor at law or equity, and the failure of Grantor to exercise such right at any time shall not waive Grantor's right to terminate for any future breach or default.

**9.3.** In the event of a default by Grantor that is not cured within thirty (30) days of receipt of written notice of default from Grantee, or such longer period as may be required to diligently complete a cure commenced within that thirty (30)-day period, Grantee may either (i) terminate this Agreement and sue for damages, or (ii) pursue injunctive relief; provided that in no event shall Grantee be permitted to abate, offset or withhold Payment as required under Section 5 above.



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**9.4.** In the event Grantee ceases to use the Easement Area for a period of two (2) successive years, this Agreement and all of Grantee's rights hereunder shall terminate and revert to Grantor.

**9.5.** Grantee hereby waives any and all rights that may be available to it under the state's foreclosure laws, and agrees to abide by the remedies contained herein.

**10. Destruction or Condemnation.** If the Easement Area or Grantee Facilities are damaged, destroyed, condemned or transferred in lieu of condemnation, Grantee may elect to terminate this Agreement as of the date of the damage, destruction, condemnation or transfer in lieu of condemnation by giving notice to Grantor no more than forty-five (45) days following the date of such damage, destruction, condemnation or transfer in lieu of condemnation.

**11. Insurance.** Grantee, at Grantee's sole cost and expense, shall procure and maintain on the Easement Area and on the Grantee Facilities, bodily injury and property damage insurance with a combined single limit of at least \$1,000,000 per occurrence. Such insurance shall insure, on an occurrence basis, against all liability of Grantee, its employees and agents arising out of or in connection with Grantee's use of the Easement Area, all as provided for herein. Grantee's insurance policy shall be issued by a responsible insurance company that is licensed to do business in Washington and Grantor shall be named as an additional insured on the policy, not contributing and not in excess of coverage that Grantor may carry. Grantee shall provide to Grantor a certificate of insurance evidencing the coverage required by this section within thirty (30) days of the Commencement Date.

**12. Waiver of Subrogation.** Grantee releases Grantor and Grantor's principals, employees, representatives and agents, from any claims for damage to any person or to the Easement Area or to the Grantee Facilities thereon caused by, or that result from, risks insured against under any insurance policies carried by Grantee and in force at the time of any such damage. Grantee shall cause each insurance policy obtained by Grantee to provide that the insurance company waives all right of recovery by way of subrogation against Grantor in connection with any damage covered by any policy. Grantor shall not be liable to Grantee for any damage caused any fire or any of the risks insured against under any insurance policy required by Section 11.

**13. Hold Harmless.** Grantee shall defend and hold Grantor harmless from claims arising from the installation, use, maintenance, repair or removal of the Grantee Facilities, except for claims arising from the negligence or intentional acts of Grantor, its employees, agents or independent contractors. Grantee's obligation to indemnify Grantor hereunder includes an obligation to indemnify for losses resulting from death or injury to Grantee's employees, and Grantee accordingly hereby waives any and all immunities it now has or hereafter may have under any industrial insurance act, or other worker's compensation, disability benefit or other similar act which otherwise be applicable in the case of such a claim.

**14. Assignment.** Grantee may not assign, lease or otherwise transfer all or any part of its interest in this Agreement or in the Easement Area without the prior written consent of the Grantor; provided, however, that Grantee may assign its interest to its parent company, any subsidiary or affiliate or to any successor-in-interest or entity acquiring fifty-one percent (51%) or more of its stock or assets. Grantor may assign this Agreement upon written notice to Grantee, subject to the assignee assuming all of Grantor's obligations herein. Activities on the Easement Area under this Agreement are limited to Grantee's specific uses as provided in Section 2 and in



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no event shall Grantee allow any other communication provider to install equipment or to otherwise make use of the Easement Area.

**15. Warranty of Title and Quiet Enjoyment.** Grantor warrants that: (i) Grantor owns the Land in fee simple and has rights of access thereto and the Land is free and clear of all liens, encumbrances and restrictions; (ii) Grantor has full right to make and perform this Agreement; and (iii) Grantor covenants and agrees with Grantee that upon Grantee making the Payment and observing and performing all the terms, covenants and conditions on Grantee's part to be observed and performed, Grantee may peacefully and quietly enjoy the Easement Area.

**16. Restoration.** Upon expiration or termination hereof, Grantee shall restore the Easement Area to the condition in which it existed upon execution hereof, reasonable wear and tear and loss by casualty or other causes beyond Grantee's control excepted.

**17. Hazardous Substances.** Grantee shall not sue, generate, store or dispose of any Hazardous Material on, under, about or within the Land (1) without Grantor's express prior written consent or (2) in violation of any law or regulation. Grantor represents, warrants and agrees (i) that neither Grantor nor, to Grantor's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material (defined below) on, under, about or within the Land in violation of any law or regulation, and (ii) that Grantor will not, and will not permit any third party to use, generate, store or dispose of any Hazardous Material on, under, about or within the Land in violation of any law or regulation. Grantor and Grantee each agree to defend, indemnify and hold harmless the other and the other's partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorney's fees and costs) arising from any breach of any representation, warranty or agreement contained in this section. As used in this section, "Hazardous Material" shall mean petroleum or any petroleum product, asbestos, any substance known by the state in which the Land is located to cause cancer and/or reproductive toxicity, and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. This section shall survive the termination of this Agreement.

**18. Compliance with Laws.** Grantee shall throughout the Term comply with all applicable federal, state and local statutes, laws, rules, regulations, orders and ordinances in any manner affecting any of the Land, Grantee Facilities, Grantee's property or Grantee's operations.

**19. Miscellaneous.**

**19.1.** This Agreement constitutes the entire agreement and understanding between parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this Agreement must be in writing and executed by both parties.

**19.2.** If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.



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19.3. This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

19.4. Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, or reliable overnight courier to the address of the respective parties set forth below:

**Grantor:** Glacier Northwest, Inc.  
Attn: General Manager  
Washington Division  
P.O. Box 1730  
Seattle, WA 98111

**Grantee:** Mount Baker Ski Area, Inc.  
Attn: ~~James Lee~~ *Duncan Howat*  
1019 Iowa Street  
Bellingham, WA 98226

Grantor or Grantee may designate a new address for this purpose by written notice to the other party. All notices shall be deemed received upon actual receipt.

19.5. This Agreement shall be governed by the laws of the State of Washington.

19.6. In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such party shall not unreasonably delay or withhold its approval or consent.

19.7. All Exhibits annexed hereto form material parts of this Agreement.

19.8. This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

3737  
SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

AUG 15 2002

Amount Paid \$ *183.00*  
Skagit Co. Treasurer:  
By *[Signature]* Deputy

**GRANTOR:**

GLACIER NORTHWEST, INC.

By *[Signature]*  
Name: MICHAEL PATRICELL  
Its: GENERAL MANAGER

**GRANTEE:**

MT. BAKER SKI AREA, INC.

By *[Signature]*  
Name: Duncan Howat  
Its: General Manager



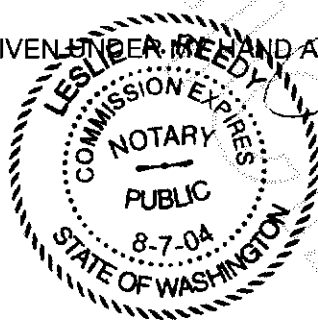
## ACKNOWLEDGMENTS

### ALL SIGNATURES MUST BE ACKNOWLEDGED

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this day personally appeared before me Michael Patricelli, to me known to be the Gen. Mgr of **GLACIER NORTHWEST, INC.**, the Washington corporation that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such corporation, for the uses and purposes therein mentioned, and on oath stated that [he/she] was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 15 day of August, 2002.



Printed Name Leslie A. Reedy  
NOTARY PUBLIC in and for the State of Washington,  
residing at Seattle  
My Commission Expires 8/7/04

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF WHATCOM )

On this day personally appeared before me Duncan Howat, to me known to be the General Manager of **MT. BAKER SKI AREA, INC.**, the Washington corporation that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such corporation, for the uses and purposes therein mentioned, and on oath stated that [he/she] was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 14 day of August, 2002.



Printed Name Barbara Finch  
NOTARY PUBLIC in and for the State of Washington,  
residing at Bellingham  
My Commission Expires 5-20-2003



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UNOFFICIAL DOCUMENT



**EXHIBIT A**

**DESCRIPTION OF LAND**

The Land is described and/or depicted as follows:



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PARCEL, "J"

33 BEGINNING AT A POINT ON THE SOUTH BOUNDARY OF LOT 10 IN SECTION 2, TOWNSHIP 35 NORTH, RANGE 8 EAST, N.M., WHICH IS 1929.3 FEET EASTERLY FROM THE SOUTHWEST CORNER OF SAID SECTION 2 AND 111.1 FEET EASTERLY FROM THE EAST BOUNDARY OF THE COUNTY ROAD RUNNING THROUGH SAID LOT 10, THENCE NORTH 1006.8 FEET, THENCE NORTH 29°10'40" WEST, 1583.3 FEET, THENCE

1. NORTH 13°42'40" WEST, 198.76 FEET TO A POINT ON THE NORTH BOUNDARY OF LOT 7 IN SAID SECTION 2, WHICH IS 1081.67 FEET EASTERLY FROM THE QUARTER CORNER ON THE WEST SIDE OF SAID SECTION 2, AND WHICH IS NORTH 88°55'00" EAST A DISTANCE OF 101.67 FEET FROM THE EAST BOUNDARY OF SAID COUNTY ROAD, THENCE ALONG THE NORTH BORDER OF SAID LOT 7

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LAND TITLE-TITLE



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EXHIBIT A  
PAGE 2

2. EASTERLY 4.83 FEET TO A POINT WHICH IS 1086.5 FEET EASTERLY FROM THE QUARTER CORNER ON THE WEST SIDE OF SAID SECTION 2, THENCE.
3. NORTH 0°17'15" WEST, 117.9 FEET ALONG THE 440 CONTOUR LINE (U.S.G.S. DATUM), THENCE
4. NORTH 17°18'45" EAST, 80.6 FEET
5. NORTH 35°49'35" EAST, 62.9 FEET
6. NORTH 39°30'15" EAST, 86.0 FEET
7. NORTH 21°29'15" EAST, 154.8 FEET
8. NORTH 19°35'15" EAST, 131.5 FEET
9. NORTH 61°10'15" EAST, 95.0 FEET
10. NORTH 89°53'15" EAST, 80.0 FEET
11. NORTH 65°38'15" EAST, 498.7 FEET
12. NORTH 57°46'45" EAST, 185.2 FEET
13. NORTH 79°32'15" EAST, 46.7 FEET
14. SOUTH 73°59'15" EAST, 154.1 FEET
15. NORTH 83°27'30" EAST, 92.2 FEET
16. SOUTH 89°54'30" EAST, 97.7 FEET
17. NORTH 88°57'00" EAST, 175.6 FEET
18. SOUTH 49°28'00" EAST, 115.2 FEET
19. SOUTH 14°02'30" EAST, 94.9 FEET
20. SOUTH 33°40'00" EAST, 105.6 FEET
21. SOUTH 42°22'00" EAST, 102.5 FEET
22. SOUTH 22°43'30" EAST, 119.4 FEET
23. NORTH 32°41'30" EAST, 129.4 FEET
24. NORTH 00°55'00" WEST, 48.7 FEET
25. NORTH 85°19'00" EAST, 243.9 FEET
26. NORTH 60°55'30" EAST, 216.7 FEET

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Fax: 3607070460

LAND TITLE-TITLE

EXHIBIT A  
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27. NORTH 39°35'30" EAST, 154.2 FEET
28. NORTH 19°59'45" EAST, 102.9 FEET
29. NORTH 82°33'15" EAST, 89.3 FEET
30. NORTH 90°37'15" WEST, 103.4 FEET
31. NORTH 17°27'15" EAST, 173.6 FEET
32. NORTH 02°46'15" WEST, 103.4 FEET
33. NORTH 56°36'45" EAST, 128.0 FEET
34. NORTH 65°39'15" EAST, 131.6 FEET
35. NORTH 20°58'15" EAST, 350.9 FEET
36. NORTH 30°44'15" EAST, 243.4 FEET
37. NORTH 17°10'30" WEST, 178.6 FEET
38. NORTH 26°24'30" WEST, 136.7 FEET
39. SOUTH 87°01'00" EAST, 101.8 FEET
40. NORTH 77°05'30" EAST, 240.9 FEET
41. NORTH 10°45'00" EAST, 115.9 FEET
42. NORTH 24°14'30" EAST, 160.95 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 2, WHICH POINT IS THE INTERSECTION OF THE 440 CONTOUR LINE U.S.G.S. DATUM AND THE NORTH LINE OF SAID SECTION; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 2 A DISTANCE OF 907.71 FEET TO THE SECTION CORNER COMMON TO SECTIONS 35 AND 36, TOWNSHIP 36 NORTH, RANGE 8 EAST, W.M., AND SECTION 1 AND 2, TOWNSHIP 35 NORTH, RANGE 8 EAST, W.M.; THENCE NORTH ALONG THE WEST BORDER, EAST ALONG THE NORTH BORDER AND SOUTH ALONG THE EAST BORDER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 36; THENCE EAST ALONG THE NORTH BORDER OF LOT 3 IN SAID SECTION 1; THENCE SOUTH ALONG THE CENTER LINE OF SAID SECTION 1 TO THE NORTH BORDER OF SECTION 12, TOWNSHIP 35 NORTH, RANGE 8 EAST, W.M.; THENCE WEST ALONG THE SOUTH BORDER AND NORTH ALONG THE WEST BORDER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 1; THENCE WEST ALONG THE SOUTH BORDER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 1; THENCE SOUTH ALONG THE EAST BORDER, WEST ALONG THE SOUTH

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EXHIBIT A  
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BORDER AND NORTH ALONG THE WEST BORDER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 2; THENCE WEST ALONG THE SOUTH BORDER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 2; THENCE SOUTH ALONG THE EAST BORDER TO THE SOUTHEAST CORNER OF LOT 10, WHICH IS ALSO THE QUARTER CORNER COMMON TO SECTIONS 2 AND 11; THENCE WEST ALONG THE SOUTH BORDER OF LOT 10 TO THE POINT OF BEGINNING.

PARCEL "2A"

THAT PORTION OF GOVERNMENT LOT 9 IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 35 NORTH, RANGE 8 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A CORNER COMMON TO SECTIONS 2, 3, 10 AND 11, TOWNSHIP 35 NORTH, RANGE 8 EAST, W.M.; THENCE NORTH  $0^{\circ}00'15''$  EAST ALONG THE SECTION LINE 1296.50 FEET TO THE  $1/16$  CORNER AND THE TRUE POINT OF BEGINNING; THENCE SOUTH  $89^{\circ}59'45''$  EAST 226.00 FEET THENCE SOUTH  $36^{\circ}59'43''$  WEST 375.6 FEET TO THE SECTION LINE; THENCE NORTH  $0^{\circ}00'15''$  EAST 300 FEET TO THE TRUE POINT OF BEGINNING, CONTINUE 0.78 ACRES, MORE OR LESS.

PARCEL "2B"

ALL OF THAT PORTION OF GOVERNMENT LOT 8 IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 2 LYING WEST OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE NORTHWEST CORNER OF LOT 8; THENCE SOUTH  $40^{\circ}00'15''$  EAST A DISTANCE OF 650 FEET, MORE OR LESS, TO THE EASTERLY MARGIN OF THE COUNTY ROAD AS ESTABLISHED IN 1915; THENCE SOUTHERLY ALONG THE EASTERLY MARGIN OF THE SAID COUNTY ROAD A DISTANCE OF 800 FEET, MORE OR LESS, TO A POINT ON THE SOUTH LINE OF LOT 8, WHICH POINT IS APPROXIMATELY 460 FEET EAST OF THE SOUTHWEST CORNER LOT 8, EXCEPT SAID COUNTY ROAD AND EXCEPT THE FOLLOWING:

BEGINNING AT THE CORNER COMMON TO SECTION 2, 3, 10 AND 11, TOWNSHIP 35 NORTH, RANGE 8 EAST, W.M.; THENCE NORTH  $0^{\circ}00'15''$  EAST ALONG THE SECTION LINE 1296.50 FEET TO THE  $1/16$  CORNER AND THE TRUE POINT OF BEGINNING; THENCE CONTINUE NORTH  $0^{\circ}00'15''$  EAST 300 FEET; THENCE SOUTH  $89^{\circ}59'45''$  EAST 226.0 FEET; THENCE SOUTH  $36^{\circ}59'43''$  WEST 375.6 FEET TO THE TRUE POINT OF BEGINNING, CONTINUE 0.78 ACRE, MORE OR LESS.

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EXHIBIT A  
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PARCEL "2C"

ALL OF GOVERNMENT LOT 9, SECTION 2, TOWNSHIP 35 NORTH, RANGE 8  
EAST, W.M., LYING WEST OF THE FOLLOWING DESCRIBED LINE:

83 COMMENCING AT THE NORTHWEST CORNER OF LOT 9, THENCE SOUTH 0°00'  
13" EAST ALONG THE WEST BOUNDARY OF LOT 9 A DISTANCE OF 728.22  
FEET TO THE POINT OF BEGINNING; THENCE SOUTH 19°42'00" EAST A  
DISTANCE OF 455.29 FEET; THENCE SOUTH 46°32'10" EAST A DISTANCE  
OF 104.14 FEET, MORE OR LESS, TO A POINT ON THE CENTERLINE OF  
THE BAKER RIVER AND SHUKSAN RAILROAD AS SAID RAILROAD WAS  
LOCATED ON THE 1-2-15; THENCE SOUTHWESTERLY ALONG THE CENTER-  
LINE OF SAID BAKER RIVER AND SHUKSAN RAILROAD AS LOCATED A  
DISTANCE OF 80 FEET, MORE OR LESS, TO THE SOUTH BOUNDARY OF  
SAID LOT 9, LESS RAILROAD RIGHT OF WAY IF ANY.



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**EXHIBIT B**

**DESCRIPTION OF EASEMENT AREA**

The Easement Area are described and/or depicted as follows:



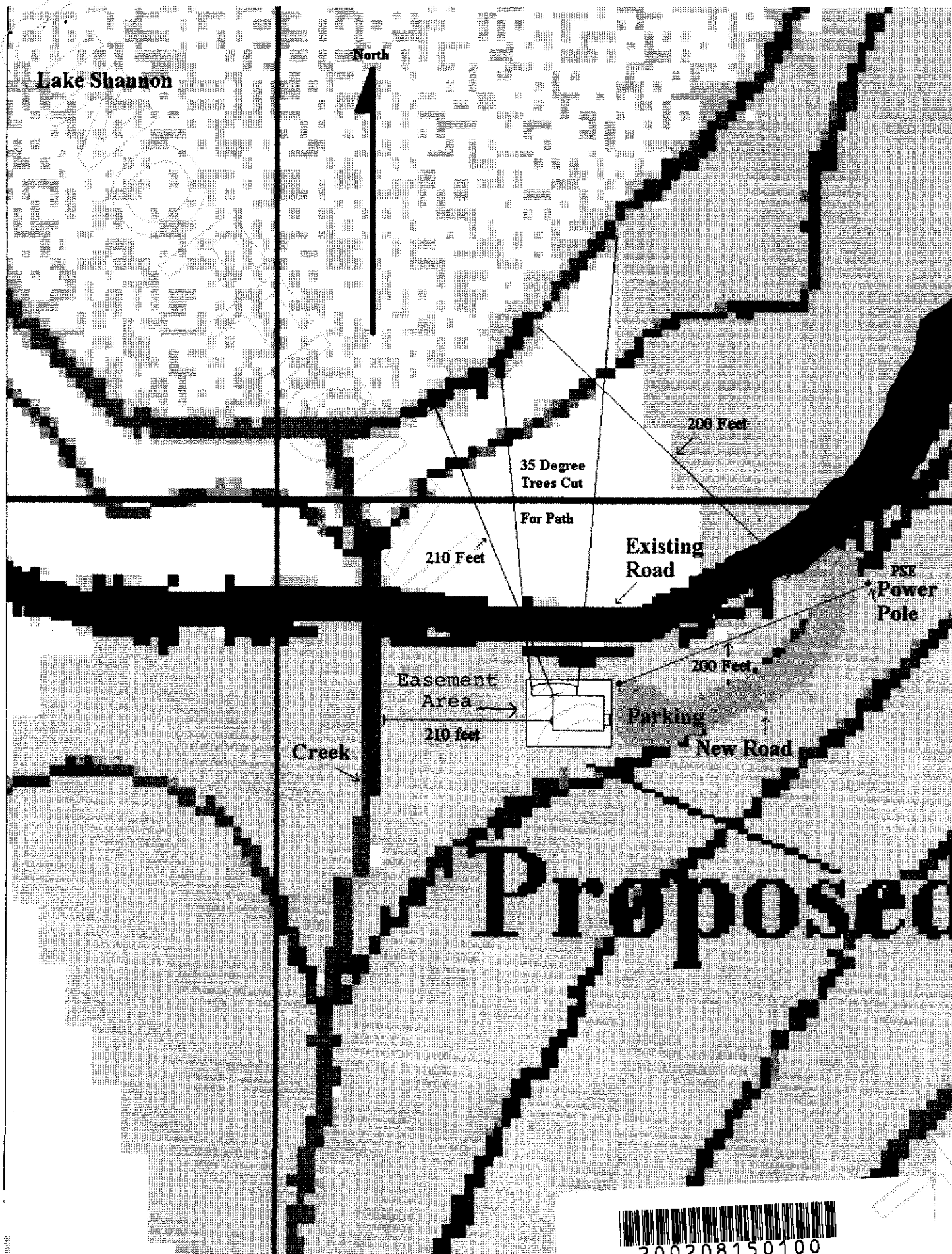
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