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MUTUAL EASEMENT AGREEMENT

Parcel Nos: Portion of P20064, P20045 and P20044

This Agreement is made this 22 th day of AUGUST, 2003, by and between Thad Ballsmider, Douglas & Heather Small, Larry & Claire Pinnow.

RECITALS

A. Thad Ballsmider is the owner of the real estate legally described as follows:

Parcel P20045

All that portion lying north of the county road of the west 225 feet of the east 450 feet of Lot 4, Section 7, Township 34 North, Range 2 East of the Willamette Meridian;

Excepting the North 150 feet.

Situate in the county of Skagit, State of Washington.

B. Douglas & Heather Small are the owners of the real estate legally described as follows:

Parcel P20044

(A) The East two hundred and twenty five (225) feet of that portion of Government Lot Four (4); Section Seven (7) Township Thirty Four (34), North Range two (2), E.M.W., Lying North of the county road, except the north three hundred (300) feet thereof.

(B) That portion of Government Lot Four (4), Section 7, Township 34 North, R2 E.W.M., more particularly described as follows: The south 150 feet of the following described tract of land.

Commencing at the center section of said section (7); hence westerly along the center line of said section 225 feet; hence southerly on a line parallel to the north-south center line of said section a distance of 300 feet; hence easterly 225 feet parallel to the east-west center section line to the north-south center line of said section; hence northerly along said center section line to the place of beginning.

C. Larry and Claire Pinnow are the owners of the real estate legally described as follows:

All that portion of Government Lot 4, Section 7, Township 34 North, Range 2 East of the Willamette Meridian, more particularly described as follows:

Beginning at the center section of said Section 7; thence westerly along the center line of said section 225 feet; thence southerly on a line parallel to the north-south center line of said section a distance of 300 feet; thence easterly 225 feet parallel to the east-west center section line to the north-south center line of said section; thence northerly along said center section line to the place of beginning.

Except the south 150 feet thereof.

EXHIBIT "A":

The north 837.96 feet of Government Lot 4, Section 7, Township 34 north, Range 2, East of the Willamette Meridian; except the east 450.00 feet thereof; also except the west 540.00 feet thereof;

Together with the north 150.00 feet of the west 225.00 feet of the east 450.00 feet of said Government Lot 4, Section 7, Township 34 north, range 2, East of the Willamette Meridian.

Together with an easement for ingress, egress and utilities over, under and across the easterly 60 feet of the following described property:

All that portion of Government Lot 4, Section 7, Township 34 North, Range 2 East of the Willamette Meridian, lying North of Campbell Lake Road; except the east 450 feet thereof; also except the west 540 feet thereof; also except the north 837.96 thereof. Situate in Skagit County, Washington.

NOW, THEREFORE, the parties hereto agree as follows:

1. Conveyance of Easement by Thad Ballsmider. Thad Ballsmider hereby conveys and quit claims to Douglas and Heather Small and to Larry and Claire Pinnow a 50 foot wide non-exclusive, perpetual easement for ingress, egress and utilities as shown in Exhibit "A".

2. Conveyance of Easement by Douglas and Heather Small. Douglas and Heather Small hereby conveys and quit claims to Larry and Claire Pinnow and Thad Ballsmider a 50 foot wide non-exclusive, perpetual easement for ingress, egress and utilities as shown in Exhibit "A".



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3. Conveyance of Easement by Larry and Claire Pinnow. Larry and Claire Pinnow hereby conveys and quit claim to Thad Ballsmider and Douglas and Heather Small a 50 foot wide non-exclusive, perpetual easement for ingress, egress and utilities as shown in Exhibit "A".

4. Good Faith. The parties agree to exercise their best efforts in good faith to resolve any disputes arising out of the easement or this agreement. Should the parties be unable to amicably resolve any dispute concerning the easement, including the interpretation of this document, then they agree to submit to binding arbitration under the rules of mandatory arbitration for Skagit County, Washington, regardless of the nature of the dispute the parties agree that the result reached in such arbitration shall be binding and not appealable.

5. Successors/Assigns. The benefits, burdens and covenants created by this document and the easement herein shall be deemed to run with the land and bind the respective parcels covered by said easement and benefit the property described herein and the respective heirs, successors, and assigns and all persons possessing the property by, through, or under, the parties hereto or their respective heirs, successors, and assigns.

6. Entire Agreement. The terms of this agreement shall supercede any and all other easement agreements between the parties hereto. There are no verbal or other agreements that modify or affect. This agreement is an integrated, complete document and constitutes the entire agreement among the parties. This agreement shall be construed according to the laws of the state of Washington.



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EXHIBIT "A"

PRIVATE ROAD EASEMENT DESCRIPTION

A 50 foot road easement, with the necessary slope easements to maintain said road, located in Government Lot 4, Section 7, Township 34 North, Range 2 East, W.M., Skagit County, Washington, lying northerly of the Campbell Lake Road and more particularly described as follows:

Beginning at the centerline of 50 foot easement of the existing Campbell Lake Road said point lying S9°46'47"W, 105.55' from the southeast corner of the Doug Small property recorded under Auditor's file number 200003080115 and the TRUE POINT OF BEGINNING; Thence N6°12'22"W, 92.63' to the PC of a curve to the left, whose radius bears S83°47'38"W, 46.15', through a central angle of 93°58'14", for a distance of 75.67'; Thence S79°46'56"W, 199.78' to the PC of a curve to the right whose radius bears N10°13'04"W, 249.30', through a central angle of 33°43'28", for a distance of 146.74'; Thence N66°28'45"W, 66.92' to the PC of a curve to the right whose radius bears N23°31'15"E, 35.51', through a central angle of 84°36'03", for a distance of 52.43'; Thence N18°04'40"E, 31.72' to the PC of a curve to the right whose radius bears S71°55'20"E, 50.65', through a central angle of 49°50'20", for a distance of 44.06'; Thence N67°55'00"E, 64.09' to the PC of a curve to the left whose radius bears N22°05'00"W, 174.86', through a central angle of 27°36'24", for a distance of 84.25'; Thence N40°18'36"E, 177.81' to the common line between the properties of Doug Small and Thad H. Ballsmider, said point lies N00°28'03"E, 478.83' from their common corner on the northerly right-of-way of the Campbell Lake Road.

TOGETHER WITH:

That portion of a 60 foot Cul-de-Sac lying northerly and abutting the aforementioned 50 foot road easement. The center of said Cul-de-Sac is the intersection of northerly right-of-way of the road easement and the common property line between Thad H. Ballsmider and Larry and Claire Pinnow.



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Douglas and Heather Small

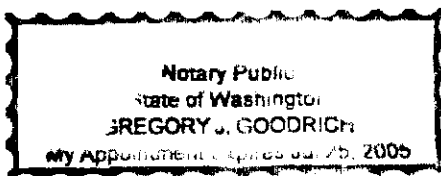
Douglas H Small
By: Douglas Small

Heather A. Small
By: Heather Small

**STATE OF WASHINGTON
COUNTY OF SKAGIT**

I certify that I know or have satisfactory evidence that Douglas and Heather Small, signed this instrument and acknowledged it to be for the uses and purposes mentioned in the instrument.

Dated this 17th day of August, 2003.



[Signature]
NOTARY PUBLIC

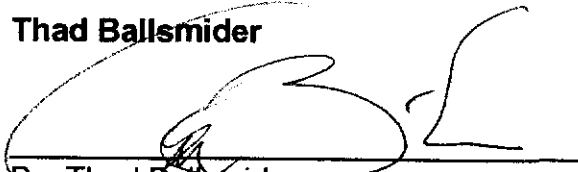
Greg Goodrich
(Type or Print Name)
My Appointment Expires 7/25/08



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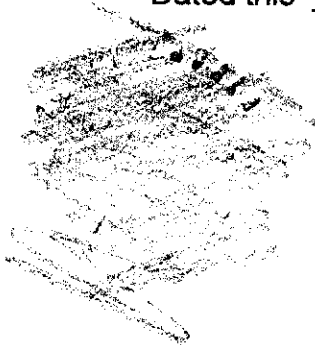
Thad Ballsmider

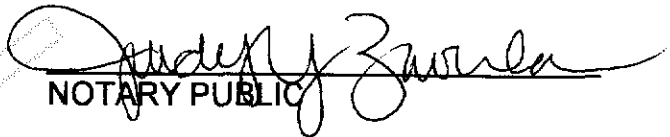

By: Thad Ballsmider

STATE OF WASHINGTON
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that Thad Ballsmider, signed this instrument and acknowledged it to be for the uses and purposes mentioned in the instrument.

Dated this 22 day of August, 2003.




NOTARY PUBLIC

Judy Y. Zavala
(Type or Print Name)
My Appointment Expires 10-1-05

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax

AUG 22 2003

Amount Paid \$ 0
Skagit County Treasurer
By: Lp Deputy



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Larry and Claire Pinnow

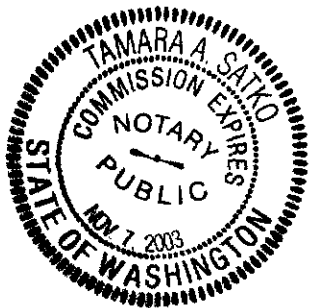
Larry Pinnow
By: Larry Pinnow

Claire Pinnow
By: Claire Pinnow

STATE OF WASHINGTON
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that Larry and Claire Pinnow, signed this instrument and acknowledged it to be for the uses and purposes mentioned in the instrument.

Dated this 19th day of August, 2003.



Tamara A. Satko
NOTARY PUBLIC

TAMARA A. SATKO
(Type or Print Name)
My Appointment Expires 11/7/03



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