

Return Address:  
Bass Rock LLC  
720 Main Street #230  
Mount Vernon, WA 98273



200804300092

Skagit County Auditor

4/30/2008 Page

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24 11:48AM

Document Title(s) (for transactions contained therein): GUARDIAN NORTHWEST TITLE CO.

1. Agreement as to Disposition of Access Easement and
2. Road Improvements
- 3.
- 4.

94272E-1

Reference Number(s) of Documents assigned or released:  
(on page of documents(s))

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

Grantor(s)

1. Bass Rock LLC
2. Jack W. Shields and Arletta B. Shields
3. Lofoten Properties, LLC
- 4.

APR 30 2008

Amount Paid \$  
Skagit Co. Treasurer  
By Deputy

Additional Names on page of document.

Grantee(s)

1. Bass Rock LLC
2. Jack W. Shields and Arletta B. Shields
3. Lofoten Properties, LLC
- 4.

Additional Names on page of document.

Legal Description (abbreviated i.e. lot, block, plat or section, township, range)

Portion of Lots 2-5, Block 6 "Everett's Second Addition to Concrete"

Additional legal is on page of document.

Assessor's Property Tax Parcel/Account Number  
P70850, P112263 and P112311,

The Auditor/Recorder will rely on information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

**AGREEMENT AS TO DISPOSITION OF ACCESS EASEMENT  
AND ROAD IMPROVEMENTS**

**THIS AGREEMENT** dated this 29<sup>th</sup> day of APRIL 2008, is between Bass Rock, LLC, a Washington limited liability company ("Bass Rock"), Jack W. Shields and Arletta B. Shields, husband and wife ("Shields"); and Lofoten Properties, LLC, a Washington limited liability company ("Lofoten").

1. Parties and Property: Lofoten is the owner of Skagit County Assessor's Tax Parcel I.D. P70850, legally described in Exhibit A hereto. Shields is the owner of Skagit County Assessor's Parcel I.D. P112263, legally described in Exhibit B hereto, and Skagit County Assessor's Parcel I.D. P112311, legally described in Exhibit C hereto. Bass Rock has contracted to purchase Skagit County Assessor's Parcel I.D. P112311 from Shields.

2. Status of Easements and Roadway. Shields by Quitclaim Deed recorded under Skagit County Auditor's File No. 200407160167, created a nonexclusive easement for ingress, egress and utilities over the parties' properties, said deed being rerecorded with a modification to the legal description therein under Skagit County Auditor's File No. 200803210105. A private roadway ("Access Road") was constructed pursuant to the easement, but is not within the legal description of the easement. A survey has been conducted to locate the Access Road and to propose an easement therefore. The survey is depicted in a drawing dated March 31, 2008 and prepared by Leonard, Boudinot & Skodje, land surveyors. The survey and proposed easement are attached as Exhibit D hereto.

3. Dedication of Access Road. The parties have approached the Town of Concrete with respect to a dedication of the Access Road to the Town for public purposes. The Town of Concrete has indicated preliminarily its willingness to accept such a dedication. The parties hereby agree to take all steps reasonably necessary to: (1) complete the dedication of the existing Access Road, including a right of way to the extent of the easement set forth on Exhibit D, to the Town of Concrete; and (2) to relinquish and terminate the easement created by Quitclaim Deed recorded and rerecorded under Skagit County Auditor's File No.s 200407160167 and 200803210105, each promptly upon request from Bass Rock and the approval by the Town of Concrete.

4. Relinquishment of Easement. The parties further hereby agree that should the Town of Concrete not accept the dedication of the Access Road, the parties shall promptly take all reasonable steps necessary to relinquish the easement recorded and rerecorded by Shields and to execute and record new easements non-exclusive for ingress, egress and utilities pursuant to the easement set forth in Exhibit D hereto, said easement to run with the land. The parties shall take all reasonable and necessary steps to complete the foregoing relinquishment and easement creation process promptly upon notification by the Town of Concrete that it is unwilling to accept the dedication of the Access Road or within six (6) months of the date hereof whichever occurs first.



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5. Road Maintenance Agreement. Should the Town of Concrete not accept a dedication of the Access Road and should the parties thereafter relinquishment easements and create easements as set forth in paragraph 4 above, the parties thereupon will take all necessary steps to agree and record the Road Maintenance Agreement as attached in Exhibit E hereto.

6. Miscellaneous Provisions. The duties and obligations of the parties hereunder shall inure to the benefit of and bind the parties' assigns and successors in interest in their respective properties and shall run with the land. Should any party file a lawsuit to interpret or to enforce this agreement, the prevailing party in such action shall receive an award of its attorney's fees and costs, including those incurred on appeal. Venue for any action shall be exclusively laid in Skagit County Superior Court. This agreement shall be construed pursuant to the laws of the state of Washington and shall not be construed against any party based on its participation in the preparation and drafting of this agreement.

Bass Rock, LLC  
a Washington limited liability company

BY:

  
DON E. GORDON, JR.  
Managing Member

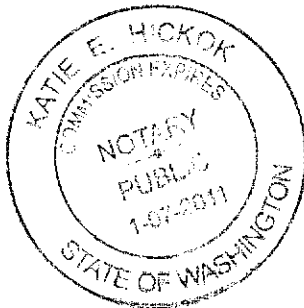
Date:

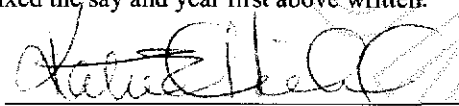
4-29-08

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAGIT )

On this 29 day of April 2008 before me, the undersigned, a Notary Public in and for the state of Washington, duly commissioned and sworn, personally appeared Don E. Gordon Jr. to me known to be a managing member of Bass Rock, LLC, a Washington limited liability company, the limited liability company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, 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 say and year first above written.



  
Notary Public in and for the state of  
Washington, residing at McVean  
My commission expires: 1-7-11  
Printed Name: Katie E. Hickok

Agreement as to Disposition of Access Easement  
& Road Improvements



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Skagit County Auditor

Bass Rock, LLC  
a Washington limited liability company

BY:

Cyndie Collins  
CYNDIE COLLINS  
Managing Member

Date:

Apr 24th 2008

STATE OF WASHINGTON )

) ss.

COUNTY OF SKAGIT )

On this 24<sup>th</sup> day of April 2008 before me, the undersigned, a Notary Public in and for the state of Washington, duly commissioned and sworn, personally appeared Cindi L. Collins, to me known to be a managing member of Bass Rock, LLC, a Washington limited liability company, the limited liability company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that she is authorized to execute the said instrument,

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



Katie E. Hickok  
Notary Public in and for the state of  
Washington, residing at Mt Vernon  
My commission expires: 1-7-11  
Printed Name: Katie E. Hickok

Agreement as to Disposition of Access Easement  
& Road Improvements



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Bass Rock, LLC  
a Washington limited liability company

BY: \_\_\_\_\_

JONI L. GORDON  
Managing Member

Date: APRIL 29<sup>th</sup>, 2008

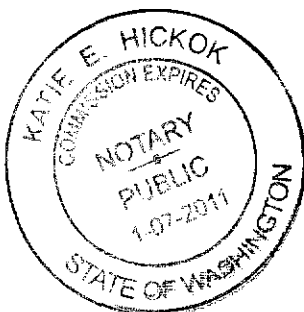
STATE OF WASHINGTON )

) ss.

COUNTY OF SKAGIT )

On this 29<sup>th</sup> day of April 2008 before me, the undersigned, a Notary Public in and for the state of Washington, duly commissioned and sworn, personally appeared Joni L. Gordon to me known to be a managing member of Bass Rock, LLC, a Washington limited liability company, the limited liability company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that she is authorized to execute the said instrument,

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



Katie E. Hickok  
Notary Public in and for the state of  
Washington, residing at Mukwonago  
My commission expires: 1-7-11  
Printed Name: Katie E. Hickok

Agreement as to Disposition of Access Easement  
& Road Improvements



200804300092  
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Bass Rock, LLC  
a Washington limited liability company

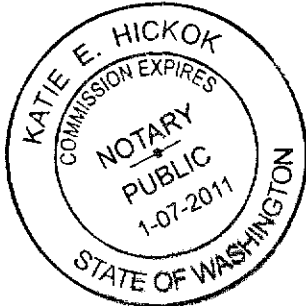
By: *Luanne K. Burkhart*  
LUANNE K. BURKHART  
Managing Member

Date: 4-29-08

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAGIT )

On this 21 day of April 2008 before me, the undersigned, a Notary Public in and for the state of Washington, duly commissioned and sworn, personally appeared Luanne K. Burkhart to me known to be a managing member of Bass Rock, LLC, a Washington limited liability company, the limited liability company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that she is authorized to execute the said instrument.

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



*Katie E. Hickok*  
Notary Public in and for the state of  
Washington, residing at Mt Vernon  
My commission expires: 1-7-11  
Printed Name: Katie E. Hickok

Agreement as to Disposition of Access Easement  
& Road Improvements



By: Jack W Shields  
Jack W. Shields

Date: 4-30-08

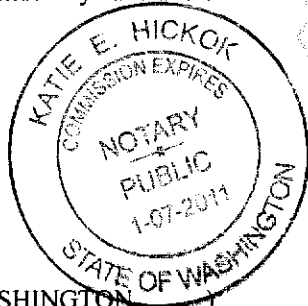
By: Arletta Shields  
Arletta B. Shields

Date: 4-30-08

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAGIT )

On this day personally appeared before me Jack W. Shields to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 30<sup>th</sup> day of April 2008

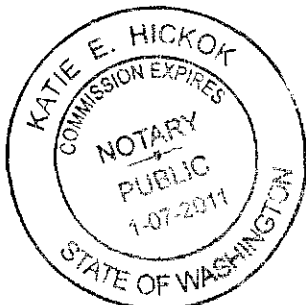


Katie E. Hickok  
Notary Public in and for the state of  
Washington, residing at Mt Vernon  
My commission expires: 1-7-11  
Printed Name: Katie E. Hickok

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAGIT )

On this day personally appeared before me Arletta B. Shields to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 30<sup>th</sup> day of April 2008



Katie E. Hickok  
Notary Public in and for the state of  
Washington, residing at Mt Vernon  
My commission expires: 1-7-11  
Printed Name: Katie E. Hickok

Agreement as to Disposition of Access Easement  
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200804300092  
Skagit County Auditor

Lofoten Properties, LLC  
a Washington limited liability company

By:

Craig J. Jensen  
Craig J. Jensen

Printed Name

Its:

President

Date:

04/29/2008

By:

Printed Name

Its:

Date:

STATE OF WASHINGTON )

) ss.

COUNTY OF SKAGIT )

On this 29<sup>th</sup> day of April 2008 before me, the undersigned, a Notary Public in and for the state of Washington, duly commissioned and sworn, personally appeared Craig J. Jensen and ~~President~~ respectively, of Lofoten Properties, LLC, a Washington limited liability company, the limited liability company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument,

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



Notary Public in and for the state of  
Washington, residing at \_\_\_\_\_  
My commission expires: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

Agreement as to Disposition of Access Easement  
& Road Improvements



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## EXHIBIT A

Lofoten Properties LLC

P70850

That portion of Lots 3, 4 and 5, all in Block 6, EVERETT'S SECOND ADDITION TO CONCRETE, according to the plat thereof, recorded in Volume 4 of Plats, page 13, records of Skagit County, Washington.

Beginning at the Northwest corner of said Lot 5;

Thence South 0° 17' 33" West along the West line of said Lot 5, a distance of 199.00 feet;

Thence North 88° 48' 16" East, a distance of 300.10 feet to a point on the East line of said Lot 3;

Thence North 0° 17' 33" East, along the East line of said Lot 3, a distance of 191.16 feet to the Northeast corner of said Lot 3;

Thence North 89° 41' 53" West, along the North line of said Block 6, a distance of 300.00 feet to the point of beginning.

Situated in Skagit County, Washington.

Agreement as to Disposition of Access Easement  
& Road Improvements



200804300092

Skagit County Auditor

**EXHIBIT B**

**SHIELDS PROPERTY**

**P112263**

That portion of Lots 3, 4 and 5, all in Block 6, EVERETT'S SECOND ADDITION TO CONCRETE, according to the plat thereof, recorded in Volume 4 of Plats, page 13, records of Skagit County, Washington.

Beginning at the Northwest corner of said Lot 5;

Thence South 0° 17' 33" West along the West line of said Lot 5, a distance of 199.00 feet to the true point of beginning;

Thence North 88° 48' 16" East, a distance of 300.10 feet to a point on the East line of said Lot 3;

Thence South 0° 17' 33" East, along the East line of said Lot 3, a distance of 203.46 feet to the Southeast corner of said Lot 3;

Thence North 79° 07' 28" West, along the South line of said Block 6, a distance of 305.19 feet to the Southwest corner of said Lot 5;

Thence North 0° 17' 33" East, along the West line of said Lot 5, a distance of 139.62 feet to the true point of beginning.

Situated in Skagit County, Washington.

**Agreement as to Disposition of Access Easement  
& Road Improvements**



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Skagit County Auditor

**EXHIBIT C**

**SHIELDS PROPERTY  
(To be sold to Bass Rock)**

**P112311**

**Lot 2, Block 6, EVERETT'S SECOND ADDITION TO CONCRETE, according to the plat thereof, recorded in Volume 4 of Plats, page 13, records of Skagit County, Washington.**

**EXCEPT the South 200 feet thereof, the North line of said South 200 feet being parallel to the South line of said Lot 2.**

**Situated in Skagit County, Washington.**

**Agreement as to Disposition of Access Easement  
& Road Improvements**



**200804300092**

**Skagit County Auditor**

EXHIBIT D

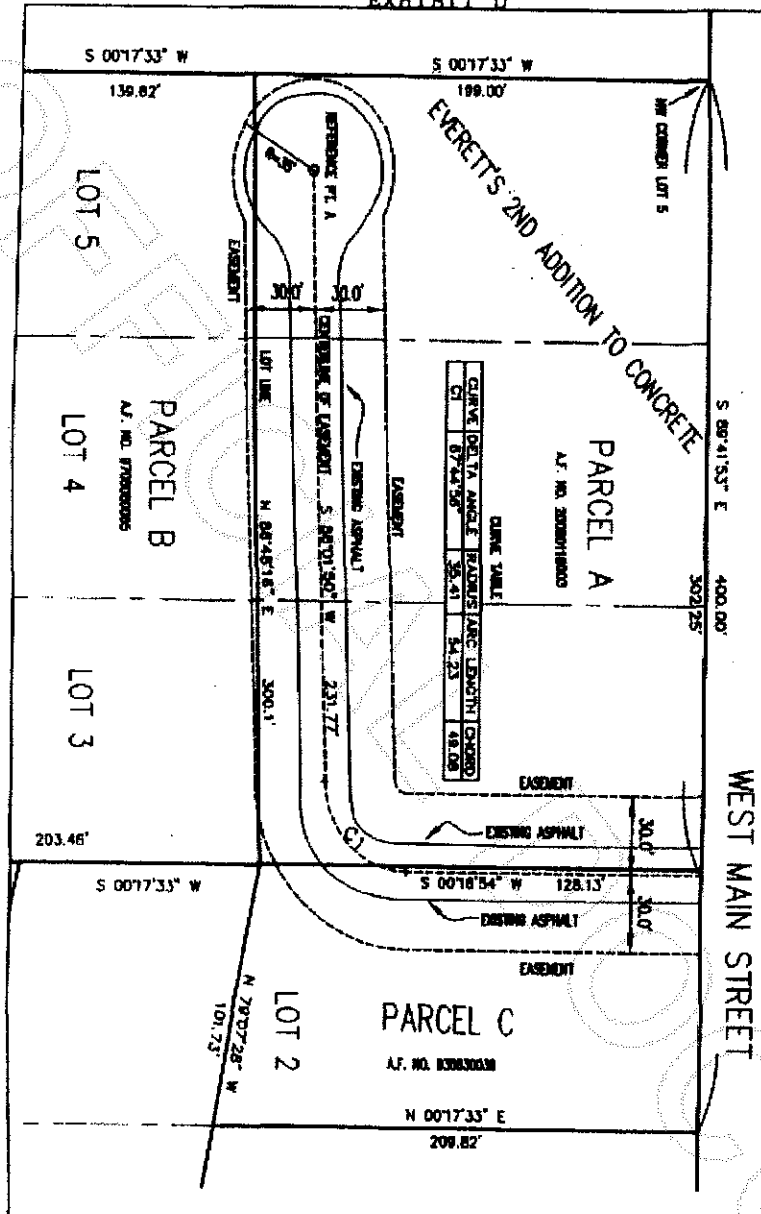


EXHIBIT FOR JACK AND ARLETTA SHIELDS

PORTION OF LOTS 2, 3, 4 & 5 OF EVERETT'S 2ND ADDITION TO CONCRETE, SKAGIT COUNTY, WASHINGTON AS PER PLAT RECORDED IN VOLUME 4 OF PLATS, PAGE 13, RECORDS OF SKAGIT COUNTY, WASHINGTON



4/10/08



Leonard, Boudinot & Skodje Inc.  
PROFESSIONAL ENGINEERS & LAND SURVEYORS  
803 South First Street, P.O. Box 1228  
Mount Vernon, WA 98273  
Tel: 360-338-5751 Fax: 360-338-3081

SCALE: 1"=50'  
DATE: 3/31/08  
JOB: 08037



200804300092  
Skagit County Auditor

## EXHIBIT D - EASEMENT DESCRIPTION

An easement lying within portions of Lots 2, 3, 4 and 5, Block 6, EVERETT'S SECOND ADDITION TO CONCRETE, according to the plat thereof, recorded in Volume 4 of Plats, page 13, records of Skagit County, Washington, said easement being 60 feet in width and lying 30 feet on each side of the following described centerline.

Beginning at the Northwest corner of said Lot 5;

Thence South  $89^{\circ} 41' 53''$  East along the South Margin of West Main Street, a distance of 302.25 feet to the true point of beginning of the Centerline of this easement;

Thence South  $0^{\circ} 16' 54''$  West, 128.13 feet, to the beginning of a curve to the right; said curve having a radius of 35.41 feet;

Thence Southwesterly following said curve to the right, through a central angle of  $87^{\circ} 44' 56''$  an arc distance of 54.23 feet to the end of said curve;

Thence South  $88^{\circ} 01' 50''$  West 231.77 feet to the end of said Centerline and reference point A.

TOGETHER WITH a turnaround easement with a radius of 35 feet, having said reference point A as its center.

Situated in Skagit County, Washington.



## EXHIBIT E

### ROAD MAINTENANCE AGREEMENT

1. The parties to this agreement are the Lofoten Properties, LLC, a Washington limited liability company ("Lofoten"), the owner property legally described in Exhibit A, Jack and Arletta Shields, husband and wife ("Shields"), owners of property legally described in Exhibit B and Bass Rock, LLC, a Washington limited liability company ("Bass Rock"), the owner of property legal described in Exhibit C.

2. The parties hereby agree to undertake the care, repair and maintenance of that certain private road and depicted in Exhibit D hereto from its intersection with West Main Street to its end. Lofoten, Bass Rock and Shields and their successors shall each bear thirty-three and 1/3 percent (33.3%) of all costs of such care, repair and maintenance. The parties agree that the subject roadway shall be kept paved and striped and in reasonable condition, for the safe and comfortable passage of standard private and commercial vehicles in all weather.

3. The parties shall meet on the third weekend of every year and establish a budget for the ensuing year's road maintenance and repairs and the parties' contributions therefor. Such contributions shall be due no later than February 1 of every year thereafter or at such time as the parties may mutually agree. At any such meeting, Shields, Bass Rock and Lofoten shall each have thirty-three and 1/3 percent (33.3%) of all votes. All decisions shall be by majority vote.

4. Should any impasse or dispute occur in determining the need for, or degree of, repairs or maintenance, or as to the amount of the annual budget therefor, or should any dispute concerning the enforcement of or interpretation hereof arise, such impasse or dispute shall be resolved by Mandatory Arbitration conducted pursuant to applicable Washington State Statutes, Superior Court Civil Rules and Local Rules of the Superior Court of Skagit County, without regard to remedies or amount of damages sought. The prevailing party in any such action shall receive an award of its costs and attorney's fees, including those incurred on appeal.

5. This agreement shall inure to the benefit of and bind the parties' respective successors and assigns and run with the land of each.

6. Time is of the essence of this agreement.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY. SIGNATURES FOLLOW]



Bass Rock, LLC  
a Washington limited liability company

BY:

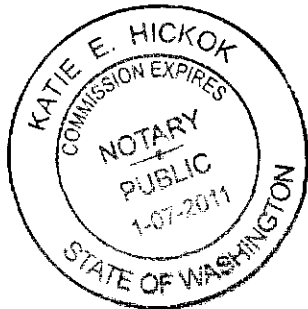
Don E. Gordon, Jr.  
DON E. GORDON, JR.  
Managing Member

Date: \_\_\_\_\_

STATE OF WASHINGTON )  
  ) ss.  
COUNTY OF SKAGIT )

On this 21<sup>st</sup> day of April 2008 before me, the undersigned, a Notary Public in and for the state of Washington, duly commissioned and sworn, personally appeared Don E. Gordon Jr. to me known to be a managing member of Bass Rock, LLC, a Washington limited liability company, the limited liability company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, 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 say and year first above written.



Katie E. Hickok  
Notary Public in and for the state of  
Washington, residing at Mt Vernon

My commission expires: 1-7-11

Printed Name: Katie E. Hickok

Agreement as to Disposition of Access Easement  
& Road Improvements



200804300092

Skagit County Auditor

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Bass Rock, LLC  
a Washington limited liability company

BY: Cyndi L. Collins  
CYNDIL. COLLINS  
Managing Member

Date: Apr 29<sup>th</sup> 2008

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAGIT )

On this 29<sup>th</sup> day of April 2008 before me, the undersigned, a Notary Public in and for the state of Washington, duly commissioned and sworn, personally appeared Cindi L. Collins, to me known to be a managing member of Bass Rock, LLC, a Washington limited liability company, the limited liability company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that she is authorized to execute the said instrument,

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



Katie E. Hickok  
Notary Public in and for the state of  
Washington, residing at Mt Vernon  
My commission expires: 1-7-11  
Printed Name: Katie E. Hickok

Agreement as to Disposition of Access Easement  
& Road Improvements



200804300092  
Skagit County Auditor



Bass Rock, LLC  
a Washington limited liability company

BY:

  
JONI L. GORDON  
Managing Member

Date: APRIL 29<sup>th</sup>, 2008

STATE OF WASHINGTON )

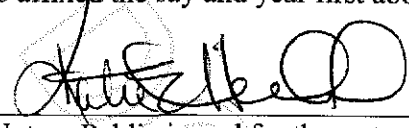
) ss.

COUNTY OF SKAGIT )

On this 29<sup>th</sup> day of April 2008 before me, the undersigned, a Notary Public in and for the state of Washington, duly commissioned and sworn, personally appeared Joni L. Gordon to me known to be a managing member of Bass Rock, LLC, a Washington limited liability company, the limited liability company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that she is authorized to execute the said instrument,

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



  
Notary Public in and for the state of

Washington, residing at Mt Vernon

My commission expires: 1-7-11

Printed Name: Katie Hickok

Agreement as to Disposition of Access Easement  
& Road Improvements



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Skagit County Auditor

Bass Rock, LLC  
a Washington limited liability company

By:

*Luanne K. Burkhart*  
LUANNE K. BURKHART  
Managing Member

Date: 4-29-08

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAGIT )

On this 29<sup>th</sup> day of April 2008 before me, the undersigned, a Notary Public in and for the state of Washington, duly commissioned and sworn, personally appeared Luanne K. Burkhart to me known to be a managing member of Bass Rock, LLC, a Washington limited liability company, the limited liability company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that she is authorized to execute the said instrument,

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



*Katie E. Hickok*  
Notary Public in and for the state of  
Washington, residing at Mt Vernon  
My commission expires: 1-7-11  
Printed Name: Katie E. Hickok

Agreement as to Disposition of Access Easement  
& Road Improvements



200804300092  
Skagit County Auditor

By:

Jack W Shields  
Jack W. Shields

Date:

4-30-08

By:

Arletta B. Shields  
Arletta B. Shields

Date:

4-30-08

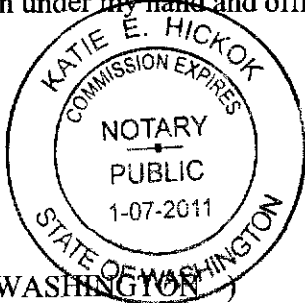
STATE OF WASHINGTON )

) ss.

COUNTY OF SKAGIT )

On this day personally appeared before me Jack W. Shields to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 30<sup>th</sup> day of April 2008.



Katie E. Hickok

Notary Public in and for the state of  
Washington, residing at M+Vernon

My commission expires: 1-7-11

Printed Name: Katie E. Hickok

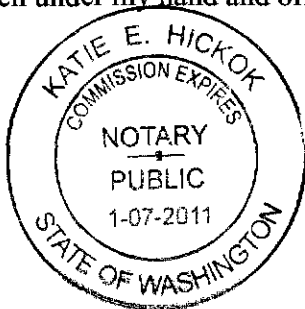
STATE OF WASHINGTON )

) ss.

COUNTY OF SKAGIT )

On this day personally appeared before me Arletta B. Shields to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 30<sup>th</sup> day of April 2008.



Katie E. Hickok

Notary Public in and for the state of  
Washington, residing at M+Vernon

My commission expires: 1-7-11

Printed Name: Katie E. Hickok

Agreement as to Disposition of Access Easement  
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Lofoten Properties, LLC  
a Washington limited liability company

By: Craig J. Jensen  
Printed Name Craig J. Jensen  
Its: President  
Date: 04/29/2008

By: \_\_\_\_\_  
Printed Name \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAGIT )


On this 29th day of April 2008 before me, the undersigned, a Notary Public in and for the state of Washington, duly commissioned and sworn, personally appeared Craig J. Jensen and President, respectively, of Lofoten Properties, LLC, a Washington limited liability company, the limited liability company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument,

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



Katie E. Hickok  
Notary Public in and for the state of  
Washington, residing at Mt Vernon  
My commission expires: 1-7-11  
Printed Name: Katie E. Hickok

Agreement as to Disposition of Access Easement  
& Road Improvements

  
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Skagit County Auditor  
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## EXHIBIT A

Lofoten Properties LLC

P70850

That portion of Lots 3, 4 and 5, all in Block 6, EVERETT'S SECOND ADDITION TO CONCRETE, according to the plat thereof, recorded in Volume 4 of Plats, page 13, records of Skagit County, Washington.

Beginning at the Northwest corner of said Lot 5;

Thence South 0° 17' 33" West along the West line of said Lot 5, a distance of 199.00 feet;

Thence North 88° 48' 16" East, a distance of 300.10 feet to a point on the East line of said Lot 3;

Thence North 0° 17' 33" East, along the East line of said Lot 3, a distance of 191.16 feet to the Northeast corner of said Lot 3;

Thence North 89° 41' 53" West, along the North line of said Block 6, a distance of 300.00 feet to the point of beginning.

Situated in Skagit County, Washington.

Agreement as to Disposition of Access Easement  
& Road Improvements



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## EXHIBIT B

### Shields Property

P112263

That portion of Lots 3, 4 and 5, all in Block 6, EVERETT'S SECOND ADDITION TO CONCRETE, according to the plat thereof, recorded in Volume 4 of Plats, page 13, records of Skagit County, Washington.

Beginning at the Northwest corner of said Lot 5;

Thence South  $0^{\circ} 17' 33''$  West along the West line of said Lot 5, a distance of 199.00 feet to the true point of beginning;

Thence North  $88^{\circ} 48' 16''$  East, a distance of 300.10 feet to a point on the East line of said Lot 3;

Thence South  $0^{\circ} 17' 33''$  East, along the East line of said Lot 3, a distance of 203.46 feet to the Southeast corner of said Lot 3;

Thence North  $79^{\circ} 07' 28''$  West, along the South line of said Block 6, a distance of 305.19 feet to the Southwest corner of said Lot 5;

Thence North  $0^{\circ} 17' 33''$  East, along the West line of said Lot 5, a distance of 139.62 feet to the true point of beginning.

Situated in Skagit County, Washington.



**EXHIBIT C**

Bass Rock, LLC

P112311

Lot 2, Block 6, EVERETT'S SECOND ADDITION TO CONCRETE, according to the plat thereof, recorded in Volume 4 of Plats, page 13, records of Skagit County, Washington.

EXCEPT the South 200 feet thereof, the North line of said South 200 feet being parallel to the South line of said Lot 2.

Situated in Skagit County, Washington.

**Agreement as to Disposition of Access Easement  
& Road Improvements**



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## EXHIBIT D

### Private Road to be Maintained

An easement lying within portions of Lots 2, 3, 4 and 5, Block 6, EVERETT'S SECOND ADDITION TO CONCRETE, according to the plat thereof, recorded in Volume 4 of Plats, page 13, records of Skagit County, Washington, said easement being 60 feet in width and lying 30 feet on each side of the following described centerline.

Beginning at the Northwest corner of said Lot 5;  
Thence South  $89^{\circ} 41' 53''$  East along the South Margin of West Main Street, a distance of 302.25 feet to the true point of beginning of the Centerline of this easement;  
Thence South  $0^{\circ} 16' 54''$  West, 128.13 feet, to the beginning of a curve to the right; said curve having a radius of 35.41 feet;  
Thence Southwesterly following said curve to the right, through a central angle of  $87^{\circ} 44' 56''$  an arc distance of 54.23 feet to the end of said curve;  
Thence South  $88^{\circ} 01' 50''$  West 231.77 feet to the end of said Centerline and reference point A.

TOGETHER WITH a turnaround easement with a radius of 35 feet, having said reference point A as its center.

Situated in Skagit County, Washington.

