


FILED FOR RECORD AT THE
REQUEST OF/RETURN TO:
Honea Law PLLC
P.O. Box 612
Sedro-Woolley, WA 98284

Easement
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

DEC 28 2016

Amount Paid \$
Skagit Co. Treasurer
By *MT* Deputy


201612280069
Skagit County Auditor
12/28/2016 Page 1 of 17 \$89.00
3:03PM

EASEMENT FOR INGRESS, EGRESS AND UTILITIES

Documents Referenced: 200003010069; 200207170115

Grantor: CHRIS ODOM & BARB ODOM, husband and wife
DANIEL H. FOLKERS & BETH FOLKERS, husband and wife
PADILLA VIEW, LLC, a Washington limited liability company
OVERVIEW PROPERTIES LLC, a Washington limited liability company

Grantee: CHRIS ODOM & BARB ODOM, husband and wife
DANIEL H. FOLKERS & BETH FOLKERS, husband and wife
PADILLA VIEW, LLC, a Washington limited liability company
OVERVIEW PROPERTIES LLC, a Washington limited liability company
CITY OF ANACORTES, a political subdivision of the State of Washington

Abbreviated Legal: Ptn SE ¼, SE ¼, S3, T34N, R2E

Assessor's Tax Parcel Nos: P19787, P19693, P19694 P19786, P19783

I. DESCRIPTION OF PROPERTY

GRANTOR/GRANTEE, CHRIS ODOM & BARB ODOM, husband and wife, are the owners of real property located in Skagit County, Washington (hereinafter referred to as the "Odom Lot"), which is more particularly described in the attached Exhibit "A";

GRANTOR/GRANTEE, DANIEL H. FOLKERS & BETH FOLKERS, husband and wife, are the owners of real property located in Skagit County, Washington (hereinafter referred to as the "Folkers Lot"), which is more particularly described in the attached Exhibit "B";

GRANTOR/GRANTEE, PADILLA VIEW LLC, a Washington limited liability company, is the owner of real property located in Skagit County, Washington (hereinafter referred to as the "Padilla Lot"), which is more particularly described in the attached Exhibit "C";

GRANTOR/GRANTEE, OVERVIEW PROPERTIES LLC, a Washington limited liability company, are the owners of real property located in Skagit County, Washington (hereinafter referred to as the "Overview Lot – P19783"), which is more particularly described in the attached Exhibit "D";

GRANTOR/GRANTEE, OVERVIEW PROPERTIES LLC, a Washington limited liability company, is the owner of real property located in Skagit County, Washington (hereinafter referred to as the "Overview Lot – P19694"), which is more particularly described in the attached Exhibit "E".

II. GRANT OF EASEMENTS

NOW THEREFORE THE UNDERSIGNED, CHRIS ODOM & BARB ODOM, husband and wife; DANIEL H. FOLKERS & BETH FOLKERS, husband and wife; PADILLA VIEW, LLC, a Washington limited liability company; OVERVIEW PROPERTIES LLC, a Washington limited liability company (hereinafter collectively referred to as "Grantor"), in consideration of the mutual covenants and conditions hereinafter set forth, establishes, gives, grants and conveys to CHRIS ODOM & BARB ODOM, husband and wife; DANIEL H. FOLKERS & BETH FOLKERS, husband and wife; PADILLA VIEW, LLC, a Washington limited liability company; OVERVIEW PROPERTIES LLC, a Washington limited liability company (hereinafter collectively referred to as "Grantee"), including any after acquired title in the interests conveyed herein, a non-exclusive, perpetual easement for ingress, egress and utilities, over, under and across the following described property:

- Parcel A: The east thirty (30) feet of the Odom Lot, as described in this agreement;
- Parcel B: The east thirty (30) feet of the Folkers Lot, as described in this agreement, except for any portion of the Folkers Lot which is west of the Odom Lot;
- Parcel C: The Overview Lot – P19694, in its entirety, as described in the attached Exhibit "D".

The above-described parcels describe an easement area thirty-eight feet (38') in width (east to west) bordered by Padilla Heights Road on the north and Padilla Lot on the south, hereinafter referred to as the "Easement Area".

Each Grantor and Grantee shall have the right to full, continuous, unimpeded access and connection to all roads, utilities and other improvements constructed within the area of the easements identified in this Section II. Each Grantor may connect to utilities within the Easement Area, but shall be solely liable for any and all fees, licenses, regulatory consent and any other cost of any nature related to the utility connection.

Neither Grantors nor the Grantees shall construct any overhead power lines or other overhead utilities within the area of the easements identified in Section II.

In addition to the foregoing, the Grantees hereby grant to the City of Anacortes a twenty (20) foot sanitary sewer and waterline easement within the Easement Area, in which to construct, operate, maintain, repair, replace and enlarge said sewer conveyance pipe and other necessary appurtenances thereto for the purposes of providing utilities to the Grantees' properties and other property, together with the right to enter upon the Easement Area at all times for the purposes herein stated. This grant of easement to the City of Anacortes for the purposes of utilities shall be narrowly construed and shall not create rights for any third parties to general use of the Easement Area other than as expressly set forth herein.

III. TERMINATION OF PRIOR AGREEMENTS

CHRIS ODOM & BARB ODOM, husband and wife; DANIEL H. FOLKERS & BETH FOLKERS, husband and wife; PADILLA VIEW, LLC, a Washington limited liability company; OVERVIEW PROPERTIES LLC, a Washington limited liability company, hereby agree that the following easements and agreements are hereby terminated, effective immediately:

1. Easement dated February 29, 2000 and recorded March 1, 2000 under Skagit County Auditor's File Number 200003010069; and
2. Declaration of Easement and Road Maintenance Association dated July 16, 2002 and recorded July 17, 2002 under Skagit County Auditor's File Number 200207170115.

IV. OBLIGATIONS FOR COST SHARING

1. Agreement is Appurtenant. CHRIS ODOM & BARB ODOM, husband and wife; DANIEL H. FOLKERS & BETH FOLKERS, husband and wife; PADILLA VIEW, LLC, a Washington limited liability company; OVERVIEW PROPERTIES LLC, a Washington limited liability company (collectively the "Lots Owners") hereby agree that the Odom Lot, the Folkers Lot, the Padilla Lot, the Overview Lot – P19783 and the Overview Lot – P19694 (collectively the "Lots") are, and will be, held, sold and conveyed subject to and burdened by this Agreement, which is for the purpose of enhancing and protecting the value, desirability and attractiveness of the Lots, and that this Agreement shall be binding upon all parties having or acquiring any right, title or interest in the Lots or any part thereof, and shall inure to the benefit of the owner(s) thereof and shall otherwise in all respects be regarded as appurtenant to and running with the Lots. The use of the term "Lot" in this Agreement shall refer to any one of the Lots or any portion thereof. The use of the term "Lot Owner" in this Agreement shall refer to all Grantors, Grantees, and their successors in interest.
2. Decisions Concerning Maintenance. Any decision to take action to construct, maintain, repair and/or replace ("Maintain" or "Maintenance") the road, utilities, and/or any other associated improvements in the Easement Area, must be approved by the Lot Owners. Approval of a decision to maintain the Improvements shall consist of the written consent of the Lot Owners who hold a majority of the Eligible Votes, as defined herein. The total Eligible Votes shall be equal to the total number of buildable lots located within the Lots. A

buildable lot is any portion of a Lot which has a unique Skagit County Assessor's Tax Parcel Number and on which a permanent residential, commercial, industrial or other similar structure could be constructed under applicable Skagit County Code. A Lot Owner shall have one vote for each buildable lot owned by the Lot Owner and the total of all such votes shall be the total Eligible Votes. If a Lot is owned by more than one person, the vote for that Lot shall be cast by them in a manner as is determined by the owners of the Lot.

3. Allocation of Costs. Any costs incurred in Maintenance of the Improvements shall be divided into equal shares, with each Lot Owner receiving one share for each buildable lot owned by the Lot Owner.

Notwithstanding anything to the contrary, no share of Maintenance cost shall be allocated to a vacant buildable lot if the Lot Owner did not cast a vote on behalf of the vacant buildable lot for such Maintenance. A vacant buildable lot is a buildable lot which contains no structures.

Notwithstanding anything to the contrary, no share of Maintenance cost shall be allocated to a buildable lot if the buildable lot does not utilize the improvement subject to the Maintenance at the time such Maintenance occurs. In the event that a buildable lot is subsequently connected to the Improvement, then the buildable lot shall be allocated a share of any Maintenance cost incurred after the buildable lot is connected to the Improvement. For example, if a buildable lot is not connected to a water line placed within the easement area identified in Section II above at the time the maintenance occurs, then no share of the Maintenance cost related to the water line will be allocated to the buildable lot. If the buildable lot is subsequently connected to the water main, then a share of the cost of any Maintenance performed after the date of the connection will be allocated to the building lot.

No share of Maintenance cost shall be allocated to a lot that is not a buildable lot.

4. Damage to Improvements. In the event that a Lot Owner causes identifiable damage to the Improvements (for example: through the installation of utilities or other improvements, or through the use of heavy equipment or abuse of the Improvements) then that Lot Owner shall, as soon as is reasonably possible, immediately restore the Improvements to as good or better condition than the Improvements were prior to the damage by the Lot Owner. If the Lot Owner does not reasonably comply with the provisions of this Section within ninety (90) days of receipt of a written demand to repair such damage, then the other Lot Owners, after majority approval of the Eligible Votes excluding the Lot Owner that caused the damage, shall have the right to repair the damage and assess a lien against the Lot(s) of the Lot Owner that caused the damage for the full cost of the repairs.

V. ENFORCEMENT

1. Authorization of Lien; Personal Obligation. Each Lot Owner and each subsequent owner of any Lot or portion thereof, by virtue of this Agreement, or a subsequent acceptance of a deed therefor, whether or not it shall be expressed in such deed, agrees to participate in the payment for Maintenance of the Improvements as provided herein by means of assessments

as may be established by the majority vote of the Eligible Votes and further agrees to comply with all conditions of this Agreement as set forth herein. Each assessment, together with interest, costs and reasonable attorneys' fees required for any enforcement, shall also be a personal obligation of the person(s) who was/were the owner(s) of such Lot(s) at the time the assessment fell due. In addition, any Lot Owner who is the prevailing party in any litigation against defaulting Lot Owner, shall have the right to assess a lien against the Lot(s) owned by a defaulting Lot Owner for any and all sums, including attorney fees, incurred by a Lot Owner in enforcing this Agreement, if the defaulting Lot Owner has not cured any default under this Agreement within thirty (30) days of written notice of such default.

2. **Priority of Lien for Assessments.** All sums expressed as against any Lot pursuant to this Agreement, together with interest, costs and reasonable attorney's fees, as provided herein, shall be a charge upon the Lots and shall be a continuing lien upon the subject Lots. The lien shall be for the benefit of all Lot Owners who contributed their share of the costs of the Maintenance giving rise to the lien. Such lien shall be superior to all other liens and encumbrances on such lot, except for (a) liens of ad valorem taxes or (b) liens for all sums on an unpaid first mortgage.

All other persons acquiring liens or encumbrances on any Lot after the date of this Agreement shall have been recorded shall take subject to this Agreement and such liens or encumbrances shall be inferior to all future liens for assessments, as provided herein, whether or not consent is specifically set forth in the instruments creating such liens or encumbrances.

3. **Effect of Non-Payment; Remedies.** Any amounts assessed under this Agreement which are not paid when due shall become delinquent. If the assessment(s) are not paid within sixty (60) days, a lien as herein provided shall attach, and, in addition, the lien shall include interest from the due date of the assessment at the lesser of: (i) twelve percent (12%); or (ii) the maximum legal rate on the principal amount due, all costs of collection, reasonable attorney's fees, and all other amounts permitted by law. In the event the assessment remains unpaid after sixty (60) days, any Lot Owner who is current on all of his/her/its assessments may institute suit to collect such amounts or to foreclose the lien. All payments shall be applied first to costs and attorney's fees, then to interest, then to delinquent assessments. Foreclosure shall be by the same process provided for the foreclosure of liens under RCW Chapter 60.04 and as hereafter amended.

VI. GENERAL PROVISIONS

1. This Agreement and the easements granted herein shall be non-exclusive and shall remain in effect in perpetuity, until terminated by the mutual written and recorded agreement of the Lot Owners, or by operation of law.
2. The Grantee of each Easement hereby agrees to indemnify and hold harmless the Grantor of each Easement, and its successors and assigns, from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation any and all sums paid for settlement, claims, attorneys' fees, consulting and expert fees) which in any way relate to or arise out of the use of the Easement Area by Grantee and/or Grantee's

guests, invitees, licensees, contractors, agents and/or all other persons whose use of the Easement Area arises out of or is in any way related to Grantee.

3. The benefits, burdens, and covenants of this Agreement and the easements granted herein shall be deemed to be appurtenant to and shall constitute a covenant and encumbrance running with the land and bind the Grantors' property, the Grantees' property, the Grantor and the Grantee, and their respective heirs, successors and assigns, and all persons possessing any of said property by, through or under the parties hereto, or their respective heirs, successors or assigns.
4. The failure of any party to insist upon strict performance of any of the provisions of this Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver but the same shall be and remain in full force and effect.
5. The easements granted herein shall not effect a merger of the fee ownership and the easements. The fee and easements shall hereafter remain separate and distinct.
6. The subject headings of the paragraphs of this document are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.
7. This Agreement shall be construed and governed by the laws of the State of Washington.
8. The invalidity or unenforceability of any provisions hereof shall not affect or impair any other provisions hereof.
9. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements or understandings between the parties with respect to the subject matter hereof.
10. This Agreement may not be modified or amended except by written agreement signed and acknowledged by each and every Grantor and Grantee, or their successors in interest. Each party to this Agreement has had the opportunity to review this Agreement with legal counsel. No interpretation of this Agreement shall be made based upon which party drafted all or any portion of this Agreement, and the doctrine of construing language against the drafter shall not apply.
11. If by reason of any breach or default on the part of either party hereto it becomes necessary for the other party hereto to employ an attorney, then the non-breaching party shall have and recover against the other party in addition to costs allowed by law, reasonable attorneys' fees and litigation-related expenses. The non-breaching party shall be entitled to recover reasonable attorneys' fees and costs and expenses, as provided above, regardless of whether litigation is actually commenced, including fees and costs and expenses relating to bankruptcy, appeal or post-judgment matters.
12. In the event of any dispute arising under this Agreement, the parties agree to attempt to resolve their disputes amicably by the following process:

- UNRECORDED
- a. *Facilitated Meeting.* The parties agree to meet in person at a mutually agreeable time with Pat Severin, professional engineer, to explain each of their positions and attempt to resolve their differences in a mutually agreeable way. In the event that Mr. Severin is unable to unwilling to serve as a facilitator, the parties shall agree on another professional engineer to serve as facilitator.
- b. *Mediation.* In the event that the parties do not resolve their differences after a facilitated meeting with a professional engineer, the parties agree to mediate this dispute by means of a half-day mediation using a mediator to be selected by the parties through the following process: (i) each Lot Owner shall have the right to propose a mediator; and (ii) the Lot Owners shall vote on a mediator using the provisions of Section IV(2) herein. The mediator receiving the most votes shall be the mediator for the purposes of this paragraph.
- c. *Mandatory Dispute Resolution.* No suit may be commenced under this Agreement unless the mandatory dispute resolution provisions of this Section VI(12) have been completed in good faith.

13. The parties hereto do hereby consent to jurisdiction and venue of the Superior Court of Skagit County, State of Washington, for any matter arising out of relating to this Agreement.

DATED this 26 day of December 2016.


CHRIS ODOM


BARB ODOM


DANIEL FOLKERS


BETH FOLKERS

PADILLA VIEW LLC, a Washington limited liability company


Signature

By: STEVE Verbarendse
print name

Its: managing member
Title

OVERVIEW PROPERTIES, LLC, a Washington limited liability company


Signature

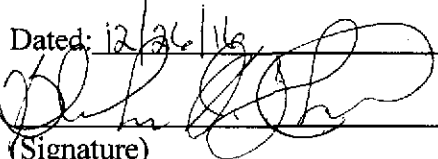
By: STEVE Verbarendse
print name

Its: managing member
title

State of Washington)
) ss
County of Skagit)

I certify that I know or have satisfactory evidence that CHRIS ODOM is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.




Dated: 12/26/16

(Signature)
NOTARY PUBLIC
Blake A. Thorn
Print Name of Notary
My appointment expires: 10/05/17

State of Washington)
) ss
County of Skagit)

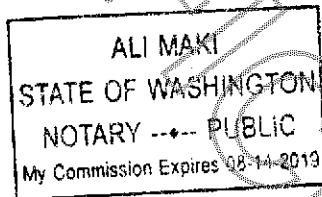
I certify that I know or have satisfactory evidence that BARB ODOM is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.



Dated: 12/26/16

(Signature)
NOTARY PUBLIC
Blake A. Thorn
Print Name of Notary
My appointment expires: 10/05/17

State of Washington)
) ss
County of Skagit)

I certify that I know or have satisfactory evidence that DANIEL H. FOLKERS is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

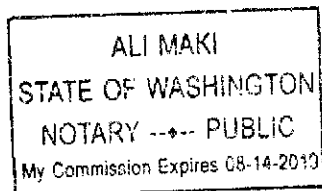


Dated: 12-15-16
Ali Maki
(Signature)
NOTARY PUBLIC
ALI MAKI

Print Name of Notary
My appointment expires: 08-14-19

State of Washington)
) ss
County of Skagit)

I certify that I know or have satisfactory evidence that BETH FOLKERS is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

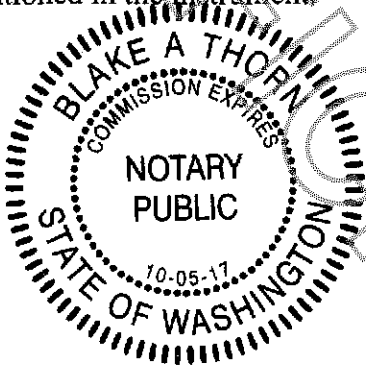


Dated: 12-15-16
Ali Maki
(Signature)
NOTARY PUBLIC
ALI MAKI

Print Name of Notary
My appointment expires: 08-14-19

State of Washington)
) ss
County of Skagit)

I certify that I know or have satisfactory evidence that Steve Verborndse is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath that he/she was authorized to execute the instrument and acknowledged as the Managing Member of PADILLA VIEW, LLC, a Washington limited liability company, to be the free and voluntary act for the uses and purposes mentioned in the instrument.



Dated: 12/26/16

(Signature)

NOTARY PUBLIC

Blake A. Thorn

Print Name of Notary

My appointment expires: 10/05/17

State of Washington)
) ss
County of Skagit)

I certify that I know or have satisfactory evidence that Steve Verborndse is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath that he/she was authorized to execute the instrument and acknowledged as the Managing Member of OVERVIEW PROPERTIES, LLC, a Washington limited liability company, to be the free and voluntary act for the uses and purposes mentioned in the instrument.



Dated: 12/26/16

(Signature)

NOTARY PUBLIC

Blake A. Thorn

Print Name of Notary

My appointment expires: 10/05/17

Exhibit "A"
The "Odom Lot"
Skagit County Assessor's Parcel #P19693

That portion of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 3 of Township 34 North Range 2 East, W.M., described as follows:

Beginning at the Southwest corner of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ Section 3, Township 34 North, Range 2 East, W.M.;

thence North $00^{\circ}02'40''$ West along the West line of said subdivision, a distance of 1,157.08 feet to the South line of the County Road;

thence South $89^{\circ}24'22''$ East along said South line, a distance of 304.00 feet to the point of beginning of this description;

thence South $00^{\circ}02'40''$ East, a distance of 250.00 feet;

thence South $89^{\circ}24'22''$ East, a distance of 120.00 feet;

thence North $00^{\circ}02'40''$ West, a distance of 250.00 feet to the South line of the County road;

thence North $89^{\circ}24'22''$ West along said South line, a distance of 120.00 feet to the point of beginning of this description.

TOGETHER WITH

That property situated in the Southeast Quarter of the Southeast Quarter of Section 3, Township 34 North, Range 2 East of the Willamette Meridian, described as follows:

Beginning at the Northeast corner of Parcel C of survey for Padilla Heights, L.L.C. recorded under Auditor's File No. 200011060075, records of Skagit County, Washington;

Thence South $00^{\circ}02'40''$ East a distance of 265.00 feet;

Thence North $89^{\circ}24'22''$ West a distance of 150.00 feet;

Thence North $00^{\circ}02'40''$ West a distance of 15.00 feet;

Thence South $89^{\circ}24'22''$ East a distance of 120.00 feet;

Thence North $00^{\circ}02'40''$ West a distance of 250.00 feet;

Thence South $89^{\circ}24'22''$ East a distance of 30.00 feet to the true point of beginning.

Situated in the County of Skagit, State of Washington.

Exhibit "B"

The "Folkers Lot"
Skagit County Assessor's Parcel #P19787

Beginning at a point on the West line of the Southeast Quarter of the Southeast Quarter of Section 3, Township 34 North, Range 2 East of the Willamette, which lies North 00°02'40" West, a distance of 495.00 feet from the Southwest corner thereof;
thence North 00°02'40" West along the said West line, a distance of 662.08 feet to the South line of the County Road;
thence South 89°24'22" East along said South line, a distance of 304.00 feet;
thence South 00°02'40" East, a distance of 250.00 feet to the South line of the County Road;
thence South 89°24'22" East along said South line, a distance of 30.00 feet to the Northwest corner of the Parcel "Q" described in Quit Claim Deed to Mona Lisa Estates recorded under Auditor's File Number 9812140179;
thence South 00°24'40" East along the West line of said Parcel "Q" and the Southerly extension thereof, a distance of 656.41 feet to the North line of the South 495 feet of said Southeast Quarter of the Southeast Quarter;
thence South 89°52'41" West along said North line, a distance of 453.97 feet to the point of beginning of this description;

Also known as Parcel C of Survey recorded November 6, 2000 under Auditor's file No. 200011060075, records of Skagit County, Washington.

EXCEPT

That property situated in the Southeast Quarter of the Southeast Quarter of Section 3, Township 34 North, Range 2 East of the Willamette Meridian, described as follows:

Beginning at the Northeast corner of Parcel C of survey for Padilla Heights, L.L.C. recorded under Auditor's File No. 200011060075, records of Skagit County, Washington;
Thence South 00°02'40" East a distance of 265.00 feet;
Thence North 89°24'22" West a distance of 150.00 feet;
Thence North 00°02'40" West a distance of 15.00 feet;
Thence South 89°24'22" East a distance of 120.00 feet;
Thence North 00°02'40" West a distance of 250.00 feet;
Thence South 89°24'22" East a distance of 30.00 feet to the true point of beginning.

Situated in Skagit County, Washington.

Exhibit "C"
The "Padilla Lot"
Skagit County Assessor's Parcel #P19786

Beginning at a point on the south line of the southeast quarter of the southeast quarter of Section 3, Township 34 North, Range 2 East, W.M. which lies $S89^{\circ}52'41''W$, a distance of 660.00 feet from the southeast corner thereof; thence $S89^{\circ}52'41''W$ along said south line, a distance of 330.00 feet; thence $N00^{\circ}10'15''W$ parallel with the east line of said southeast quarter of the southeast quarter, a distance of 495.01 feet to the north line of the south 495.00 feet of said southeast quarter of the southeast quarter; thence $N89^{\circ}52'41''E$ along said north line, a distance of 136.95 feet to the southerly extension of the west line of Parcel "Q" described in Quit Claim Deed to Mona Lisa Estates recorded under Auditor's File Number 9812140179; thence $N00^{\circ}02'40''W$ along said southerly extension, a distance of 34.00 feet to the southwest corner of said Parcel "Q"; thence $N89^{\circ}52'41''E$ along the south line of said Parcel "Q" and along the north line of Parcel "B" described in Statutory Warranty Deed to Padilla Heights, LLC recorded under Auditor's File No. 199909010135, a distance of 193.17 feet to the northeast corner of said Parcel "B"; thence $S00^{\circ}10'15''W$ parallel with the east line of said southeast quarter of the southeast quarter, a distance of 529.01 feet to the point of beginning of this description.

Situated in Skagit County, Washington.

Exhibit "D"
The "Overview Lot – P19783"
Skagit County Assessor's Parcel #P19783

That portion of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 3, Township 34 North, Range 2 East, W.M.; described as follows:

Beginning at a point on the East line of said Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, which is 495 feet South of the Northeast corner of said Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$; thence West, 660 feet; thence North, 330 feet, more or less, to the Southerly line of the Stevenson Road; thence Westerly along said Southerly line, 198 feet, more or less, to a point 462 feet East of the West line of said Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$; thence South, 660 feet, more or less, to a point 495 feet North of the South line of said Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, being a point on the North line of those premises conveyed to Frank Riley by deed dated March 3, 1925, and recorded in Volume 134 of Deeds, Page 624; thence East along the North line of said Riley premises, 198 feet, more or less, to the Northeast corner of said Riley premises; thence South, 165 feet; thence East, 660 feet to the East line of said Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$; thence North along said East line, 495 feet, more or less, to the point of beginning.

EXCEPTING THEREFROM that portion of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 3, Township 34 North, Range 2 East, W.M.; described as follows:

Commencing at the Southeast corner of said Section 3; thence North 0 degrees 06'25" West along the East line of said Section 3, 330 feet; thence South 89 degrees 37'55" West, 660.010 feet; thence North 0 degrees 06'25" West, 165.000 feet to the true point of beginning; thence South 89 degrees 37'35" West, 185.080 feet; thence North 0 degrees 17'10" West, 34.000 feet; thence North 89 degrees 37'55" East, 185.187 feet; thence South 0 degrees 06'25", 34.000 feet to the true point of beginning.

Situated in Skagit County, Washington.

Exhibit "E"
The "Overview Lot – P19694"
Skagit County Assessor's Parcel Number P#19694

That portion of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 3, Township 34 North, Range 2 East, W.M.; if any not included in Parcel "M", described as below;

Commencing at the Southeast corner of said Section 3; thence North 0 degrees 06'25" West along the East line of said Section 3, 843.990 feet; thence North 89 degrees 42'59" West, 660.020 feet; thence North 0 degrees 06'25" West, 298.620 feet; thence North 89 degrees 39'01" West, 187.140 feet to the true point of beginning; thence South 0 degrees 17'10" East, 623.440 feet; thence South 89 degrees 37'55" West, 8.000 feet; thence North 0 degrees 17'10" West, 623.540 feet; thence South 89 degrees 39'01" East, 8.000 feet to the true point of beginning, EXCEPT that portion thereof, if any, lying within Stevenson Road.

EXCEPTING therefrom, that portion of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 3, Township 34 North, Range 2 East, W.M., described as follows:

Commencing at the Southeast corner of said Section 3; thence North 0 degrees 06'25" West along the East line of said Section 3, 330 feet; thence South 89 degrees 37'55" West, 660.010 feet; thence North 0 degrees 06'25" West, 165.000 feet to the true point of beginning; thence South 89 degrees 37'55" West, 185.080 feet; thence North 0 degrees 17'10" West, 34.000 feet; thence North 89 degrees 37'55" East, 185.17 feet; thence South 0 degrees 06'25" East, 34.000 feet to the true point of beginning.

Parcel M:

That portion of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 3, Township 34 North, Range 2 East, W.M., described as follows:

Beginning at a point on the East line of said Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, which is 495 feet South of the Northeast corner of said Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$; thence West, 660 feet; thence North 330 feet, more or less, to the Southerly line of the Stevenson Road; thence Westerly along said Southerly line, 198 feet, more or less, to a point 462 feet East of the West line of said Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$; thence South 660 feet, more or less, to a point 495 feet North of the South line of said Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, being a point on the North line of those premises conveyed to Frank Riley by deed dated March 3, 1925, and recorded in Volume 134 of Deeds, Page 624; thence East along the North line of said Riley premises, 198 feet, more or less, to the Northeast corner of said Riley premises; thence South, 165 feet, thence East 660 feet to the East line of said Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$; thence North along said East line, 495 feet, more or less, to the point of beginning.

EXCEPTING THEREFROM that portion of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 3, Township 34 North, Range 2 East, W.M., described as follows:

Commencing at the Southeast corner of said Section 3, thence North 0 degrees 06'25" West along the East line of said Section 3, 330 feet; thence South 89 degrees 37'55" West, 660.010 feet; thence North 0 degrees 06'25" West, 165.000 feet to the true point of beginning; thence South 89 degrees 37'35" West, 185.080 feet; thence North 0 degrees 17'10" West, 34.000 feet; thence North 89 degrees 37'55" East, 185.187 feet; thence South 0 degrees 06'25" East, 34.000 feet to the true point of beginning.

Situated in Skagit County, Washington.