



202404120010

04/12/2024 09:36 AM Pages: 1 of 14 Fees: \$316.50
Skagit County Auditor

AFTER RECORDING RETURN TO:

Wilfred G. Richmyer and Judith Ann Richmyer
39228 State Route 20
Concrete, WA 98237

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY <i>Dena Thompson</i>
DATE <i>4.12.24</i>

DOCUMENT TITLE: ACCESS AND UTILITY EASEMENT AGREEMENT

REFERENCE NUMBER OF N/A
RELATED DOCUMENT:

GRANTOR: Wilfred G. Richmyer and Judith Ann Richmyer, a married couple

GRANTEE: Wilfred G. Richmyer and Judith Ann Richmyer, a married couple

ABBREVIATED LEGAL Ptn. SW SW, 10-35-7E, W.M. and NW NW, 15-35-7E
DESCRIPTIONS:

TAX PARCEL NUMBERS: P42718
P136817

ACCESS AND UTILITY EASEMENT AGREEMENT

This ACCESS AND EASEMENT AGREEMENT (the "**Agreement**") is made and entered into effective as of March 1, 2024, by Wilfred G. Richmyer and Judith Ann Richmyer, a married couple (the "**Richmyers**").

RECITALS

A. The Richmyers are the owners of two (2) parcels of real property located in Skagit County more particularly describe as follows:

Lot A: Skagit County Tax Parcel No. P42718 and legally described on Exhibit A attached hereto and incorporated herein by reference.

Lot B: Skagit County Tax Parcel No. P136817 and legally described on Exhibit B attached hereto and incorporated herein by reference.

B. Lot A and Lot B are adjacent properties. Lot A and Lot B benefit from an easement for ingress, egress and utilities across neighboring land, which easement is the private road commonly known as Birdsvie Meadows Lane, conferred through that certain agreement recorded at Skagit County Auditor's File No. 9805270108, dated May 22, 1998 (the "**Birdsvie Easement Agreement**"). The Birdsvie Easement Agreement is referenced in an "Agreement Regarding Boundary Line" recorded under Skagit County Auditor's File No. 9805270109.

C. Simultaneous with the execution of this Agreement, the Richmyers have entered into a long-term lease agreement with Pacific Rim Tonewoods, Inc., a Washington corporation ("PRT")

for PRT's lease of Lot B, which lease includes a Purchase Rights Agreement, a memorandum and notice of which is recorded under Skagit County Auditor's File No. 20240412009 (hereinafter referred to as the "PRT Lease"). In connection with the Lease and in specific acknowledgement that the PRT Lease has an initial term of 30 years with an option to extend for an additional 10 years, the Richmyers have agreed as detailed in Section 7.13 below that during the term of the PRT Lease, PRT's approval is required to modify this Agreement.

D. The Richmyers desire to reserve, grant and convey for the benefit of Lot A a perpetual, non-exclusive easement for ingress, egress and utilities in, over, under and across Lot B in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which are hereby acknowledged, and in consideration of the promises and the mutual covenants, conditions and agreements contained herein the parties agree as follows:

1. **Easement.** Richmyer, as the owner of Lot B, hereby reserves, grants and conveys for the benefit of Lot A, a perpetual, non-exclusive 20-foot easement for ingress, egress and utilities over, under and across that portion of Lot B shown on Exhibit C attached hereto and incorporated herein and marked as the "Easement."

2. **Legal Description.** Either owner of Lot A or Lot B shall have the right, at such owner's sole costs and expense, to hire a licensed surveyor to specifically locate the Easement and this Agreement may be supplemented and amended with and by the legal description of such easement prepared by such licensed surveyor. The owner obtaining the survey is referred to herein as the "obtaining party" and the other owner is referred to as the "non-obtaining party." Any non-obtaining party shall have the right to approve the legal description; however, such approval may not be unreasonably withheld. The non-obtaining parties agree to cooperate with the obtaining party in obtaining the legal description and in supplementing and amending this Agreement as contemplated herein and agree to take such further steps as are commercially reasonable to effectuate the provisions of this Section 2.

3. **Construction.** As of the date of this Agreement, the Easement is unimproved. Subject to the terms and conditions of this Agreement, at any time, either owner of Lot A or Lot B shall have the right, at such owner's sole costs and expense and in such owner's sole and absolute discretion, to construct the necessary improvements to allow for ingress, egress and utilities within the Easement. The cost of such improvement shall be borne exclusively by the owner improving the Easement, unless otherwise agreed to by the other party(ies) in writing.

3.1. Requirements.

3.1.1. Prior to commencing any construction of improvements within the Easement, the party that intends to construct such improvements shall provide the other party with sixty (60) days advance notice of the construction in writing.

3.1.2. All utilities within the Easement shall be installed underground.

3.1.3. Construction and use of the Easement shall not interfere materially with the use and enjoyment of the Easement by either Lot A or Lot B (including use and enjoyment by any tenant of such property). For the avoidance of doubt, temporary disruption of use of the Easement for construction purposes is authorized so long as the affected owner is provided at least fifteen (15) days advance written notice prior to commencing the construction and further provided that

any disruption of access through the Easement to or from Birdsvew Meadows Lane does not continue for any period of time in excess of forty-eight (48) continuous hours, which time period of disruption shall be described in the advance written notice, to the extent known at the time of the advance written notice.

3.1.4. Construction of any permanent roadway within the Easement that is for the purpose of accessing Lot A shall include construction of a safety fence along the southerly and easterly perimeter of the constructed roadway (not the southerly perimeter of the easement) (the "roadway fence") to prevent access by users of the constructed roadway to other areas of Lot B. The owner of Lot A shall maintain at its sole cost and expense the roadway fence and fence line in a manner that is free of vegetation or trees encroaching onto the remainder of Lot B.

3.1.5. No constructed road or roadway fence under this section shall limit ingress, egress or utilities to and from Birdsvew Meadows Lane to and from Lot B. The owner of Lot B may construct and maintain, at such owner's sole cost and expense, a security gate (locked or unlocked) along the southern perimeter of the Easement or of the constructed roadway within the Easement, to prevent outside entry into the remaining area of Lot B.

3.1.6. Any construction of road, utilities, and roadway fence by the owner of Lot A within the Easement shall be completed within a reasonable period of time not to exceed ninety (90) days from first ground disturbance to final surfacing and ground restoration and shall be completed in a workmanlike manner. Extensions of this time period are authorized to accommodate required inspections and unforeseen delays to the extent reasonably necessary.

3.1.7 The parties acknowledge that PRT's use of Lot B involves agricultural or timber production that may be adversely affected by uses within the Easement that generate dust on an ongoing basis. Therefore, the owner of Lot A agrees that any constructed roadway shall be paved, provided a gravel finished surface is authorized if the owner of Lot A maintains the gravel in a manner that prevents excessive generation of dust. Failure by the owner of Lot A to maintain a gravel road to prevent excessive dust shall give rise to a duty to pave the roadway.

4. Prohibited Uses. The following temporary and permanent uses are prohibited within the Easement except during the construction period: (a) the parking of vehicles, boats, equipment, implements, or other objects; (b) storage of any kind; (c) construction of any buildings, wells, or structures other than appurtenances necessary for underground utilities; (d) burning or piling of plant or tree refuse of any kind; or (e) alterations of current drainage patterns from their general condition prior to construction.

5. Lot B's Use of the Easement. The right, title and interest of Lot B in the land underlying the Easement, as the servient estate, remains undiminished by this grant of easement, except as expressly described herein. The owner of Lot B will continue to enjoy use of the Easement in any lawful manner that does not materially interfere with the easement rights expressly conveyed herein to the owner of Lot A, including but not limited to Lot B's continuing or future use of the Easement to access Birdsvew Meadow Lane and/or install underground utilities within the Easement.

6. Maintenance. During any period of time where the Easement is used solely to access Lot B, the owner of Lot B shall maintain at its sole costs and expense any improvements the owner of Lot B has made within the Easement. At such time that construction of a roadway or utilities commences within the Easement for purposes of serving Lot A, then the owner of Lot A shall thereafter maintain the roadway and utilities at its sole costs and expense the Easement,

including but not limited the duty to maintain any gravel road to prevent excessive dust. The standard for maintenance shall be to maintain the roadway as constructed in accordance with commercially reasonable standards for ingress and egress of vehicles of the nature traveling through the Easement from time to time. Notwithstanding the foregoing, in the event that any party causes damage to the Easement, the cost of repairing such damage shall be borne by the party causing the damage.

7. General Provisions.

7.1. Indemnification. Each owner and their successors and assigns shall release, indemnify, defend and hold harmless each other owner and their successors and assigns from and against any and all claims, demands, losses, damages, liabilities, actions, lawsuits or other proceedings, judgments and awards and costs and expenses, including reasonable attorney's fees arising directly or indirectly in whole or in part out of acts or omissions of such owner and such owner's agents, employees, guests, licensees and invitees

7.2. Binding Effect. The Easement shall run with the land and shall be for the benefit of and binding upon the parties and their respective affiliates, successors, heirs, assigns, tenants, employees, agents, customers and invitees and the customers, employees and invitees of such tenants.

7.3. Term. The term of this Agreement shall be perpetual.

7.4. Governing Law. This Agreement shall be construed according to the laws of the State of Washington.

7.5. Costs and Attorneys Fees. In the event any suit, action or arbitration proceeding is commenced by a party under this Agreement to enforce its terms or to seek damages or equitable relief in connection with the breach of this Agreement, the substantially prevailing party shall be entitled to reasonable attorneys' fees and costs to be fixed by the court or arbitrator, including such fees and costs as may be incurred in any appellate or bankruptcy proceedings..

7.6. Dispute Resolution. In the event of any dispute, the parties agree to submit the matter to mediation. The mediator shall be selected by the parties. If the parties cannot agree on a mediator, the mediator shall be appointed by the presiding judge of the Superior Court in and for the State of Washington, County of Skagit. If the dispute is not resolved through mediation, the parties agree that it will be submitted to binding arbitration to be conducted in accordance with Washington's Uniform Arbitration Act, RCW 7.04A, as amended from time to time. The arbitrator shall be selected by the parties. If the parties cannot agree on an arbitrator, the arbitrator shall be appointed by the presiding judge of the Superior Court in and for the State of Washington, County of Skagit. The owner of Lot A hereby waives any objection to standing under this Easement in the event the tenant under the PRT Lease seeks to enforce this Easement in the same manner as the owner of Lot B under this Easement.

7.7. Nonwaiver of Breach. Failure of any party at any time to require performance of any provision of this Agreement shall not limit such party's right to enforce such provision, nor shall any waiver of any breach of any provision of this Agreement constitute a waiver of any succeeding breach of such provision or a waiver of such provision itself.

7.8. No Third-Party Beneficiaries. Except as explicitly set forth in this Easement Agreement, no right, privilege, or immunity of any of the parties shall inure to the benefit of any third party, nor shall any third party be a beneficiary of any of the provisions of this Agreement.

7.9. Integration. No oral or written statements made prior to or following entry of this Agreement shall be considered a part of this Agreement unless expressly incorporated herein in writing.

7.10. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

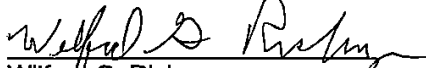
7.11. No Public Dedication. Nothing herein shall be deemed to be a gift or dedication of any portion of Lot A or Lot B to the general public or for the general public or for any public purpose whatsoever, it being the intention of the parties that this Agreement shall be strictly limited to and for the purposes herein expressed.

7.12. Execution by Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same document.

7.13. Modification. This Agreement may be modified in writing only, upon mutual agreement. Further, for so long as the PRT Lease remains in full force and effect, such modification shall require the prior written approval of PRT or PRT's successors and/or assigns of the PRT Lease, which approval shall not be unreasonably withheld.


IN WITNESS WHEREOF the Parties have executed this Agreement on the date first above written.

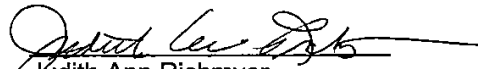
RICHMYERS AS OWNERS OF LOT A:


Wilfred G. Richmyer


Judith Ann Richmyer

RICHMYERS AS OWNERS OF LOT B:


Wilfred G. Richmyer


Judith Ann Richmyer

Solely for purposes of Approval as to Form in its Capacity as Party to the PRT Lease:

PRT:

PACIFIC RIM TONEWOODS, INC.,
a Washington corporation

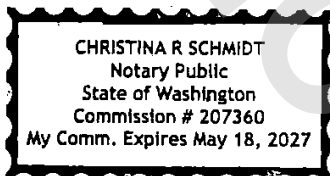
By: 
| ERIC WARNER

Its Directors

State of Washington)
) ss.
 County of ~~Whatcom~~)
 Skagit

On this 11 day of April, I certify that I know or have satisfactory evidence that ERIC WARNER is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Director of Pacific Rim Tonewoods, Inc., a Washington corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

(STAMP)



Christina R. Schmidt

(Signature)

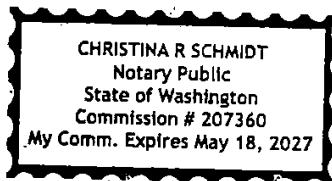
Notary Public

My commission expires: May 18, 2027

State of Washington)
) ss.
 County of ~~Whatcom~~)
 Skagit

This record was acknowledged before me on April 11, 2024 by Wilfred G. Richmyer and Judith Ann Richmyer.

(STAMP)



Christina R. Schmidt

(Signature)

Notary Public

My commission expires: May 18, 2027

EXHIBIT A
(Legal Description for Lot A)
FROM "EXHIBIT D" to APPROVED BOUNDARY LINE
ADJUSTMENT ASSESSOR'S FILE NO. 202303140041

LEGAL DESCRIPTION

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION TEN (10), TOWNSHIP THIRTY-FIVE (35) NORTH, RANGE SEVEN (7) EAST, W.M., AND A PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER, SECTION FIFTEEN (15) TOWNSHIP THIRTY-FIVE (35) NORTH, RANGE SEVEN (7) EAST, W.M., ALL LYING SOUTH OF STATE HIGHWAY NO. 17-A AS CONVEYED TO THE STATE OF WASHINGTON BY DEEDS RECORDED NOVEMBER 23, 1949, UNDER AUDITOR'S FILE NOS. 438528, 438530 AND 438531.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACT:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER LYING SOUTH OF THE GREAT NORTHERN RAIL-WAY RIGHT OF WAY, SECTION TEN (10), TOWNSHIP THIRTY-FIVE (35) NORTH, RANGE SEVEN (7) EAST, W.M., AND PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER, SECTION FIFTEEN (15) TOWNSHIP THIRTY-FIVE (35) NORTH, RANGE SEVEN (7) EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF THE HIGHWAY WITH THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE EAST ALONG THE SOUTH LINE OF SAID HIGHWAY 417 FEET; THENCE SOUTH, 1043 FEET; THENCE WEST, 417 FEET PARALLEL WITH THE SOUTH LINE OF SAID HIGHWAY TO THE WEST LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE NORTH ALONG SAID WEST LINE TO THE POINT OF BEGINNING, EXCEPT ALL ROAD AND RAILROAD RIGHTS OF WAY.

AND EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACT:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION TEN (10), TOWNSHIP THIRTY-FIVE (35) NORTH, RANGE SEVEN (7) EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF SAID SUBDIVISION AND THE SOUTH LINE OF STATE HIGHWAY NO. 17-A AS CONVEYED TO THE STATE OF WASHINGTON BY DEED DATED SEPTEMBER 22, 1949 AND RECORDED UNDER AUDITOR'S FILE NO. 438530; THENCE SOUTH ALONG THE EAST LINE OF SAID SUBDIVISION 225 FEET; THENCE SOUTHWESTERLY, PARALLEL TO THE SOUTH LINE OF SAID STATE HIGHWAY 117 FEET; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SUBDIVISION 225 FEET TO THE SOUTH LINE OF SAID STATE HIGHWAY NO. 17-A; THENCE NORTHEASTERLY ALONG THE SOUTHERLY LINE OF SAID HIGHWAY RIGHT OF WAY 117 FEET TO THE POINT OF BEGINNING.

AND EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACT:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION TEN (10), TOWNSHIP THIRTY-FIVE (35) NORTH, RANGE SEVEN (7) EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF STATE HIGHWAY NO. 17-A AS CONVEYED TO THE STATE OF WASHINGTON BY DEED DATED SEPTEMBER 22, 1949 AND RECORDED UNDER AUDITOR'S FILE NO. 438531, AND THE EAST LINE OF THAT CERTAIN TRACT CONVEYED TO HOMER WYATT AND FAYE WYATT, HIS WIFE, BY DEED DATED FEBRUARY 13, 1948 AND RECORDED UNDER AUDITOR'S FILE NO. 414438; THENCE NORTHEASTERLY ALONG THE SOUTH LINE OF SAID STATE HIGHWAY NO. 17-A A DISTANCE OF 646 FEET; THENCE SOUTH PARALLEL TO THE EAST LINE OF SAID WYATT TRACT 188 FEET; THENCE SOUTHWESTERLY PARALLEL TO THE SOUTH LINE OF SAID HIGHWAY RIGHT OF WAY 646 FEET TO THE EAST LINE OF SAID WYATT TRACT; THENCE NORTH ALONG THE EAST LINE OF SAID WYATT TRACT 188 FEET TO THE POINT OF BEGINNING.

AND EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACT:

THAT PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 (OF) SECTION 10, TOWNSHIP 35 NORTH, RANGE 7 EAST, W. M., DESCRIBED AS FOLLOWS.

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF STATE HIGHWAY NO. 17-A (NOW STATE HIGHWAY NO. 20) AS CONVEYED TO THE STATE OF WASHINGTON BY DEED DATED SEPTEMBER 22, 1949 AND RECORDED UNDER AUDITOR'S NO. 438531, AND THE EAST LINE OF THAT CERTAIN TRACT CONVEYED TO HOMER WYATT AND FAYE WYATT, HIS WIFE, BY DEED DATED FEBRUARY 13, 1948 AND RECORDED UNDER AUDITOR'S FILE NO. 414438; THENCE NORTHEASTERLY ALONG THE SOUTH LINE OF SAID STATE HIGHWAY NO. 17-A A DISTANCE OF 646 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUE EASTERLY ALONG SAID SOUTH LINE 25 FEET; THENCE SOUTH PARALLEL TO THE EAST LINE OF SAID WYATT TRACT 188 FEET; THENCE SOUTHWESTERLY PARALLEL TO THE SOUTH LINE OF SAID HIGHWAY RIGHT OF WAY 25 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID WYATT TRACT 188 FEET TO THE (TRUE) POINT OF BEGINNING.

AND EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACT:

THOSE PORTIONS AS CONVEYED TO ETHEL RUSSELL BY "BOUNDARY LINE ADJUSTMENT" RECORDED JULY 28, 1998 UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 980728064.

AND EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACT:

THAT PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 35 NORTH, RANGE 7 EAST, W.M. DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF STATE HIGHWAY NO. 17-A (NOW STATE HIGHWAY NO 20) AS CONVEYED TO THE STATE OF WASHINGTON BY DEED DATED SEPTEMBER 22, 1949 AND RECORDED UNDER AUDITOR'S FILE NO. 438531, AND THE EAST LINE OF THAT CERTAIN TRACT

CONVEYED TO HOMER WYATT AND FAYE WYATT, HIS WIFE, BY DEED DATED FEBRUARY 13, 1948 AND RECORDED UNDER AUDITOR'S FILE NO. 414438; THENCE NORTHEASTERLY ALONG THE SOUTH LINE THE OF SAID STATE HIGHWAY NO. 17-A A DISTANCE OF 646 FEET; THENCE CONTINUE EASTERLY ALONG SAID SOUTH LINE 25 FEET TO THE NORTHEAST CORNER OF THAT CERTAIN TRACT OF LAND CONVEYED TO CHARLOTTE BUST BY DEED DATED JUNE 27, 1973, AND RECORDED UNDER AUDITOR'S FILE NO. 787658, SAID POINT BEING THE TRUE POINT OF BEGINNING OF THIS PORTION; THENCE SOUTH ALONG THE EAST LINE OF SAID BUST TRACT 188 FEET; THENCE NORTHEASTERLY PARALLEL TO THE SOUTH LINE OF SAID HIGHWAY RIGHT OF WAY 31.00 FEET; THENCE NORTHWESTERLY 183.46 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING.

AND EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACT:

THOSE PORTIONS AS GRANTED TO CHARLES J. PRESSLEY BY BOUNDARY LINE ADJUSTMENT RECORDED MARCH 6, 2018 UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 201803060096.

AND EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACT:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION TEN (10), TOWNSHIP THIRTY-FIVE (35) NORTH, RANGE SEVEN (7) EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF SAID SUBDIVISION AND THE SOUTH LINE OF STATE HIGHWAY NO. 17-A AS CONVEYED TO THE STATE OF WASHINGTON BY DEED DATED SEPTEMBER 22, 1949 AND RECORDED UNDER AUDITOR'S FILE NO. 438530; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID STATE HIGHWAY NO. 17-A, A DISTANCE OF 135 FEET TO THE TRUE POINT OF BEGINNING. THENCE SOUTHERLY, PARALLEL TO THE EAST LINE OF SAID SUBDIVISION, 135 FEET; THENCE WESTERLY, PARALLEL WITH THE SOUTH LINE OF SAID STATE HIGHWAY NO. 17-A, 135 FEET; THENCE NORTHERLY 135 FEET TO THE SOUTH LINE OF SAID STATE HIGHWAY NO. 17-A; THENCE NORTHERLY, ALONG THE SOUTH LINE OF SAID STATE HIGHWAY NO. 17-A, A DISTANCE OF 135 FEET TO THE TRUE POINT OF BEGINNING. EXCEPT THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 35 NORTH, RANGE 7 EAST, W.M., DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF STATE HIGHWAY NO. 17-A (NOW STATE HIGHWAY NO. 20) AS CONVEYED TO THE STATE OF WASHINGTON BY DEED DATED SEPTEMBER 22, 1949 AND RECORDED UNDER AUDITOR'S FILE NO. 438531, AND THE EAST LINE OF THAT CERTAIN TRACT CONVEYED TO HOMER WYATT AND FAYE WYATT, HIS WIFE, AND BY DEED DATED FEBRUARY 13, 1948 AND RECORDED UNDER AUDITOR'S FILE NO. 414438; THENCE NORTHEASTERLY ALONG THE SOUTH LINE OF SAID STATE HIGHWAY NO. 17-A A DISTANCE OF 646 FEET; THENCE CONTINUE EASTERLY ALONG SAID SOUTH LINE 25 FEET TO THE TRUE POINT OF BEGINNING OF THIS PARCEL, SAID POINT BEING THE NORTHEAST CORNER OF THAT CERTAIN TRACT OF LAND CONVEYED TO CHARLOTTE BUST BY DEED DATED JUNE 27, 1973 AND RECORDED UNDER AF#787658; THENCE SOUTH ALONG THE EAST LINE OF SAID BUST TRACT 135.05 FEET; THENCE NORTHEASTERLY PARALLEL TO SAID HIGHWAY RIGHT OF WAY 22.27 FEET; THENCE NORTH 08°28'18" WEST TO THE SOUTH LINE OF SAID STATE HIGHWAY NO. 17-A TO THE POINT OF BEGINNING.

TOGETHER WITH THOSE PORTIONS AS GRANTED TO WILFRED G. RICHMYER BY BOUNDARY LINE
ADJUSTMENT RECORDED JULY 28, 1998 UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 9807280065.

AND EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE SOUTHERLY 793.07 FEET OF THE SAID
NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15.

SITUATED IN SKAGIT COUNTY, WASHINGTON.

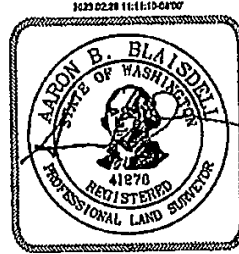


EXHIBIT B**(Legal Description for Lot B)****FROM "EXHIBIT E" to APPROVED BOUNDARY LINE ADJUSTMENT
ASSESSOR'S FILE NO. 202303140041****LEGAL DESCRIPTION**

THE SOUTHERLY 793.07 FEET OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION FIFTEEN (15), TOWNSHIP THIRTY-FIVE (35) NORTH, RANGE SEVEN (7) EAST, W.M., LYING SOUTH OF STATE HIGHWAY NO. 17-A AS CONVEYED TO THE STATE OF WASHINGTON BY DEEDS RECORDED NOVEMBER 23, 1949, UNDER AUDITOR'S FILE NOS. 438528, 438530 AND 438531,

EXCEPTING THEREFORM THE FOLLOWING DESCRIBED TRACT:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF THE HIGHWAY WITH THE WEST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION TEN (10), TOWNSHIP THIRTY-FIVE (35) NORTH, RANGE (7) EAST W.M.; THENCE EAST ALONG THE SOUTH LINE OF SAID HIGHWAY 417 FEET; THENCE SOUTH, 1043 FEET; THENCE WEST, 417 FEET PARALLEL WITH THE SOUTH LINE OF SAID HIGHWAY TO THE WEST LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE NORTH ALONG SAID WEST LINE TO THE POINT OF BEGINNING, EXCEPT ALL ROAD AND RAILROAD RIGHTS OF WAY

AND EXCEPTING THEREFORM THE FOLLOWING DESCRIBED TRACT:

BEGINNING AT A POINT ON THE WEST LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER 1043 FEET SOUTH OF THE SOUTH LINE OF THE INTERSECTION OF THE SOUTH LINE OF THE STATE HIGHWAY AND THE WEST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION TEN (10), TOWNSHIP THIRTY-FIVE (35) NORTH, RANGE (7) EAST W.M.; THENCE SOUTH ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER TO THE SOUTHWEST CORNER OF SAID SUBDIVISION; THENCE EAST, 40 FEET; THENCE NORTH TO THE SOUTH LINE OF THAT CERTAIN TRACT CONVEYED TO HOMER WYATT AND FAYE WYATT, HIS WIFE, BY DEED DATED FEBRUARY 13, 1948, AND RECORDED FEBRUARY 14, 1948, UNDER AUDITOR'S FILE NO. 414438; THENCE WESTERLY ALONG SAID WYATT TRACT TO THE POINT OF BEGINNING.

AND EXCEPTING THEREFORM THE FOLLOWING DESCRIBED TRACT:

THOSE PORTIONS AS CONVEYED TO ETHEL RUSSELL BY "BOUNDARY LINE ADJUSTMENT" RECORDED JULY 28, 1998 UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 980728064 AND 9807280065, RESPECTIVELY.

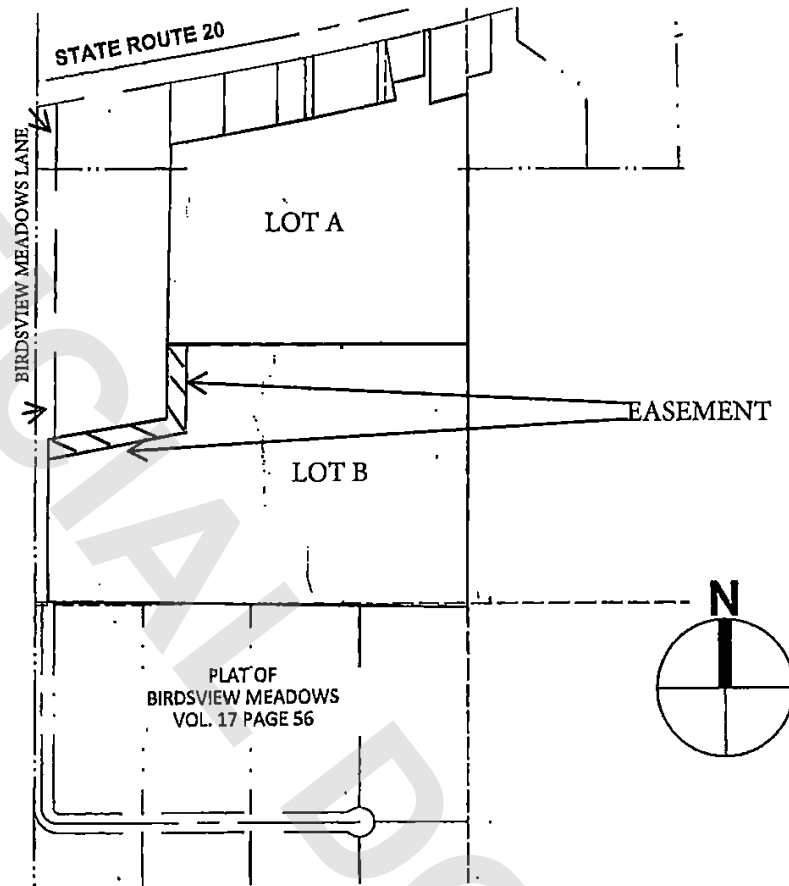
AND EXCEPTING THEREFORM THE FOLLOWING DESCRIBED TRACT:

THOSE PORTIONS AS CONVEYED TO ETHEL RUSSELL BY "BOUNDARY LINE ADJUSTMENT" RECORDED
MAY 27, 1998 UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 9805270109.

TOGETHER WITH THOSE PORTIONS AS GRANTED TO WILFRED G. RICHMYER BY BOUNDARY LINE
ADJUSTMENT RECORDED JULY 28, 1998 UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 9807280065.



EXHIBIT C



NOT TO SCALE