



200112210075
Skagit County Auditor

12/21/2001 Page 1 of 22 11:13AM

AFTER RECORDING RETURN TO:

**FIRST AMENDMENT
TO
DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS
FOR
FOX HOLLOW LANE ASSOCIATION**

(Document Summary)

Grantors (Declarants): John Peth & Sons, Inc.; James Company, LLC; Stephen A. Brandli; Bobbie Jo Brandli; Amy Louise Jensen; Michael Nemnich; Linda E. Nemnich; Jacob N. Searle

Grantee: THE PUBLIC; Fox Hollow Lane Association

Abbrev. Legal Description: Portion of the NE 1/4 NE 1/4 of Sec. 24, a Portion of the E 1/2 of Sec. 13, T36N R3E; and a Portion of the NW 1/4 of Sec. 19, a Portion of the SW of Sec. 18, T36N R4E

Tax Parcel Nos.: P48141, P115707, P115709, P115710, P49443, P115711, P49458, P115712, P115715, P49371, P49372, P115716, P49370, P47859, P47842

Document Affected: 200011210071

THIS FIRST AMENDMENT (hereinafter "First Amendment") to the "Declaration Of Covenants, Conditions, Restrictions And Reservations For Fox Hollow Lane Association" (hereinafter "Declaration") which was recorded in Skagit County on November 21, 2000, Skagit County Auditor's No. 200011210071, is made this 21st day of December, 2001, by John Peth & Sons, Inc., a Washington corporation, James Company, LLC, a Washington limited liability

company, Stephen A. Brandli and Bobbie Jo Brandli, husband and wife, Amy Louise Jensen, a single person, Michael Nemnich and Linda E. Nemnich, husband and wife, and Jacob N. Searle, a single person (each individual hereinafter referred to as "Declarant", or all referred to collectively as "Declarants").

WITNESSETH:

WHEREAS, Declarants are the Owners in fee of certain lots of real property situated in Skagit County, Washington, all together legally described as:

See **Exhibit A**, attached hereto and fully incorporated herein.

Said real property described in **Exhibit A**, together with all residences and other structures thereon constituting real property, now existing or to be constructed in the future and is governed and regulated by the Declaration shall hereinafter be referred to as the "Property"; and

WHEREAS, all of the Lots of the Property are currently owned by the Declarants as follows:

Lots 1 & 2	Mr. & Mrs. Brandli
Lots 3,7,8	John Peth & Sons, Inc.
Lot 4	James Company, LLC
Lot 5	Amy Louise Jensen
Lot 6	Michael & Linda E. Nemnich
Lots 9 & 10	Jacob N. Searle; and

WHEREAS, Lots 9 and 10 are presently unique in several specific ways from the rest of the Property, and said unique factors merit the allowance of exceptional provisions for said Lots; and

WHEREAS, the Declarants desire to continue to provide a flexible and reasonable procedure for the overall development of the Property, and to maintain a reasonable and fair method for the administration, maintenance, preservation, use and enjoyment of the Property as is now or may hereafter be submitted to the Declaration; and

WHEREAS, the Declarants desire to modify, update and amend certain provisions of the Declaration, as set forth herein; and

WHEREAS, the Declarants desire that the Declaration's definitions shall apply to the same words or terms used herein, including but not limited to "Association", "Lot", "Lots", "Owner", "Owners", and "Lot Owner"; and

WHEREAS, the above recitals are a material part of this First Amendment;



NOW THEREFORE, in consideration of the foregoing premises and the mutual and/or respective covenants hereinafter set forth, the Declarants hereby agree to amend as follows:

1. **Amendment of Section 5.6.** Section 5.6 of the Declaration is hereby deleted in its entirety, and is replaced with the following amended Section 5.6:

5.6 **Temporary Structures.** No structure of a temporary character, tent, shack, garage, barn, or other outbuildings shall be installed, placed or used on any Lot as a permanent dwelling; and no dwelling or residence shall be used for living purposes by more persons than it was designed to accommodate in a sanitary, safe and comfortable manner in compliance with any and all applicable regulations;

EXCEPT that, as to Lots 9 and 10 of the Property, and said Lots only, the following shall apply:

- 5.6.1 The one Owner of Lots 9 and 10 together may temporarily place one (1) single-wide mobile or modular home ("home"), or one (1) travel trailer ("trailer"), but no more than a total of one (1) of either, on said Lots. Said one (1) home or trailer may be placed temporarily on Lots 9 and/or 10, for the sole purpose of providing temporary residence to the said Lots' Owner while the permanent residence on said Lot(s) is under construction.
- 5.6.2 Any such home or trailer temporarily placed on Lots 9 and/or 10, and all foundational and supporting material ("appurtenances"), shall be completely removed from the Lots no later than the first to occur of the following dates, which date shall hereinafter be referred to as the "Exception Termination Date":
 - a. Thirty (30) days from the issuance of an occupancy permit for the residence built on Lots 9 and/or 10; or
 - b. The date of December 21, 2003.
- 5.6.3 Should the home or trailer allowed under this Section 5.6 remain on Lots 9 and/or 10 after the Exception Termination Date, the Owner of said Lot(s) shall pay to the Association the sum of \$1,000.00 per day for each and every day after the Exception Termination Date that said home or trailer and appurtenances remains on Lots 9 and/or 10. Since it would be difficult to determine the actual damages to the Association if such a default should happen, the undersigned all agree that the \$1,000.00 per diem amount shall be "liquidated damages" to compensate the Association for its unquantifiable damages. Said liquidated damages per diem amount



shall be due and owing immediately, for each day in default, with the passing of each such day.

5.6.4 All exceptions set forth in this Section shall terminate on the Exception Termination Date, and subsequent to that date the Association and other Lot Owners shall have not only their original remedies and rights of enforcement, as set forth in the Declaration, but also, the Association may collect the liquidated damages, or place a lien on Lots 9 and/or 10 for said liquidated damages.

5.6.5 In addition to collecting or liening for liquidated damages, the Association may also sue for specific performance, and as partial consideration for this First Amendment the Owner of Lots 9 and 10 specifically agrees that the court may issue a writ, ordering the sheriff to immediately remove the home or trailer and all appurtenances.

5.6.6 If the home or trailer and appurtenances is not completely removed by the Exception Termination Date, the Owner of Lots 9 and 10 shall also pay the Association for all of its actual attorney's fees and costs incurred in enforcing these provisions and/or in collecting/liening the liquidated damages.

2. **Amendment of Sub-Section 7.1.3.** Sub-Section 7.1.3 of the Declaration is hereby deleted in its entirety, and is replaced with the following amended Sub-Section 7.1.3:

7.1.3 No mobile or modular homes shall be constructed, installed or located on any Lot;
EXCEPT that, that one certain modular home currently located on Lot 4 on the date of recording of this Declaration shall have the right to remain on said Lot so long as it is used exclusively as a single family residence:
AND EXCEPT that the provisions contained in Section 5.6, as amended herein, as to Lots 9 and 10 only, shall also apply to this Sub-Section.

3. **No Waiver.** All of the undersigned acknowledge and agree that all provisions of the Declaration, restrictive or otherwise, shall continue to be fully enforceable against all Lots and/or Lot Owners, and that this First Amendment shall in no way be construed as a waiver by either the Association or other Owners to enforce the Declaration's structure restrictions against other Lots.

4. **Amendments Run With The Land.** The amendments contained herein shall run with the land and shall be as binding upon the Property and each portion thereof and all persons or entities owning, purchasing, leasing, subleasing or occupying any Lot on the Property, and upon



Peth Signature Page to First Amendment:

JOHN PETH & SONS, INC.

By: Dan Peth

Name/Title: DAN PETH, SEC.

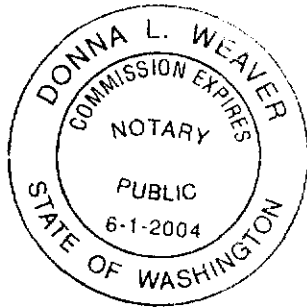
STATE OF WASHINGTON)

ss.

COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Dan Peth signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Secretary of Declarant JOHN PETH & SONS, INC., to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED: this 19th day of December, 2001.



Donna L. Weaver
NOTARY PUBLIC for the State of Washington.
My Commission expires June 1 2004



James Signature Page to First Amendment:

JAMES COMPANY, LLC

By: Genevieve Elton

Name/Title: MEMBER

Printed Name: Genevieve Elton

STATE OF WASHINGTON)

ss.

COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Genevieve Elton signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the member of Declarant JAMES COMPANY, LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED: this 20 day of December, 2001.

Karen Thornton

NOTARY PUBLIC for the State of Washington.

My Commission expires 3-1-05



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Skagit County Auditor

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Jensen Signature Page to First Amendment:

Amy Louise Jensen
Amy Louise Jensen

STATE OF WASHINGTON)

ss..

COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Declarant Amy Louise Jensen signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument.

DATED: this 20 day of December, 2001.

Karen Johnson
NOTARY PUBLIC for the State of Washington.
My commission expires 3-1-05



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Skagit County Auditor

Searle Signature Page to First Amendment:

Jacob N. Searle 12-18-01
Jacob N. Searle

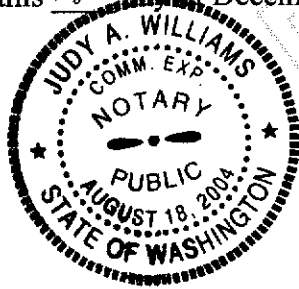
STATE OF WASHINGTON)

SS.

COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Declarant Jacob N. Searle signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

DATED: this 18 day of December, 2001.




Judy A. Williams
NOTARY PUBLIC for the State of Washington.
My commission expires Aug 18, 04

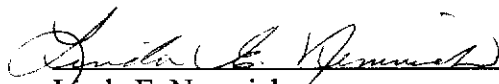


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Nemnich Signature Page to First Amendment:


Michael Nemnich


Linda E. Nemnich

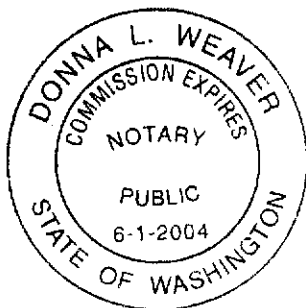
STATE OF WASHINGTON)

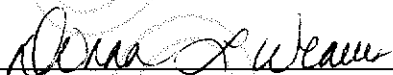
ss:

COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that Declarants Michael Nemnich and Linda E. Nemnich signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned int his instrument.

DATED: this 20th day of December, 2001.




NOTARY PUBLIC for the State of Washington.
My commission expires June 1 2004

LEGAL DESCRIPTION EXHIBIT A
FOR
JOHN PETH & SONS, INC.
OF
PARCEL 1 - AFTER BOUNDARY LINE ADJUSTMENT

May 10, 1999

That portion of the northeast quarter of the northeast quarter of Section 24, Township 36 North, Range 3 East, W.M. and that portion of Government Lot 1 of Section 19, Township 36 North, Range 4 East, W.M. described as follows:

Beginning at the southeast corner of the northeast quarter of the northeast quarter of said Section 24; thence N88°29'52"W along the south line thereof, a distance of 1248.14 feet; thence N24°28'14"E, a distance of 887.24 feet; thence S88°27'07"E parallel with the north line of said Section 24, a distance of 943.79 feet; thence S11°14'01"W, a distance of 484.14 feet; thence S05°13'21"E, a distance of 341.32 feet to the point of beginning of this description.

Containing 20.01 acres.

Situated in Skagit County, Washington.

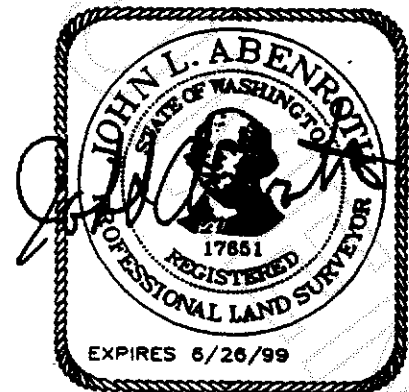


EXHIBIT A-1

5/19/99



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Skagit County Auditor



805 Metcalf St., Sedro-Woolley, WA 98284 Phone: (360) 855-2121 FAX: (360) 855-1658

LEGAL DESCRIPTION

EXHIBIT A

FOR
JOHN PETH & SONS, INC.
OF

PARCEL 2 - AFTER BOUNDARY LINE ADJUSTMENT

May 10, 1999

That portion of the northeast quarter of the northeast quarter of Section 24, Township 36 North, Range 3 East, W.M. and that portion of Government Lot 1 of Section 19, Township 36 North, Range 4 East, W.M. described as follows:

Beginning at a point on the south line of the northeast quarter of the northeast quarter of said Section 24 which lies $N88^{\circ}29'52''W$, a distance of 1248.14 feet from the southeast corner thereof; thence $N24^{\circ}28'14''E$, a distance of 887.24 feet; thence $S88^{\circ}27'07''E$ parallel with the north line of said northeast quarter of the northeast quarter, a distance of 943.79 feet; thence $N13^{\circ}16'20''W$, a distance of 511.16 feet to the north line of said northeast quarter of the northeast quarter; thence $N88^{\circ}27'07''W$ along said north line, a distance of 1279.87 feet to the northwest corner thereof; thence $S00^{\circ}41'26''E$ along the west line of said northeast quarter of the northeast quarter, a distance of 1312.39 feet to the southwest corner thereof; thence $S88^{\circ}29'52''E$ along the south line of said northeast quarter of the northeast quarter, a distance of 70.00 feet to the point of beginning of this description.

Containing 20.01 acres.

Situated in Skagit County, Washington.

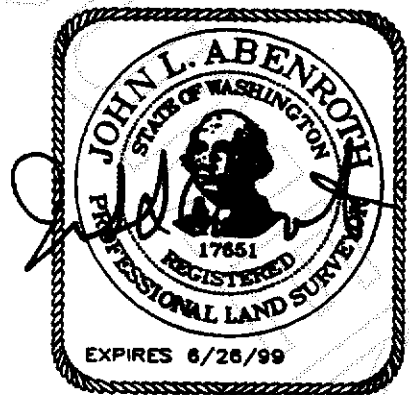


EXHIBIT A-2

5/19/99



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Skagit County Auditor



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LEGAL DESCRIPTION
FOR **EXHIBIT A**
JOHN PETH & SONS, INC.
OF
PARCEL 3 - AFTER BOUNDARY LINE ADJUSTMENT

May 10, 1999

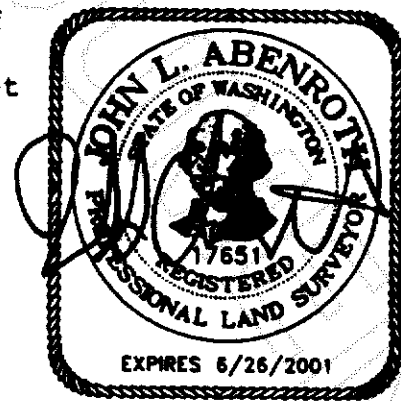
That portion of the northeast quarter of the northeast quarter of Section 24, Township 36 North, Range 3 East, W.M. and that portion of Government Lot 1 of Section 19, Township 36 North, Range 4 East, W.M. described as follows:

Commencing at the southwest corner of Government Lot 1 of said Section 19, (the west line of said Section 19 bears N00°10'49"W); thence N05°13'21"W, a distance of 341.32 feet to the point of beginning of this description; thence N67°34'15"E, a distance of 353.41 feet; thence S73°54'46"E, a distance of 30.00 feet to a non tangent curve to the left having a chord bearing of S43°10'28"E and a radius of 115.00 feet; thence southerly and easterly along said curve through a central angle of 118°31'25" and an arc length of 237.89 feet to the point of reverse curvature with a curve to the right having a radius of 186.85 feet; thence easterly along said curve through a central angle of 61°56'19" and an arc length of 201.99 feet; thence S40°29'52"E, a distance of 67.47 feet to the point of curvature of a curve to the left having a radius of 150.27 feet; thence easterly along said curve through a central angle of 56°40'17" and an arc length of 148.63 feet; thence N82°49'51"E, a distance of 98.22 feet; thence N07°10'09"W, a distance of 30.00 feet; thence N45°17'49"E, a distance of 340.99 feet; thence N04°46'41"E, a distance of 185.84 feet; thence N13°28'37"W, a distance of 338.38 feet; thence N88°59'07"W, a distance of 623.28 feet; thence N06°29'49"W, a distance of 323.51 feet to the north line of Government Lot 1 of said Section 19; thence N86°50'58"W along said north line, a distance of 436.54 feet; thence N88°27'07"W along the north line of said Section 24, a distance of 50.00 feet to a point which lies 1279.87 feet from the northwest corner of the northeast quarter of the northeast quarter of said Section 24; thence S13°16'20"E, a distance of 511.16 feet; thence S11°14'01"W, a distance of 484.14 feet; to the point of beginning of this description.

Containing 20.20 acres.

Situated in Skagit County, Washington.

EXHIBIT A-3



11/13/2000





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LEGAL DESCRIPTION
FOR

EXHIBIT A

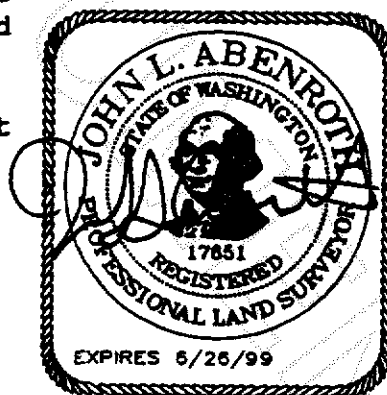
JOHN PETH & SONS, INC.
OF

PARCEL 4 - AFTER BOUNDARY LINE ADJUSTMENT

May 10, 1999

That portion of the northeast quarter of the northeast quarter of Section 24, Township 36 North, Range 3 East, W.M. and that portion of Government Lot 1, Government Lot 2, and the southeast quarter of the northwest quarter of Section 19, Township 36 North, Range 4 East, W.M. described as follows:

Beginning at the southwest corner of Government Lot 1 of said Section 19 (the west line of said Section 19 bears N00°10'49"W); thence N05°13'21"W, a distance of 341.32 feet; thence N67°34'15"E, a distance of 353.41 feet; thence S73°54'46"E, a distance of 30.00 feet to the point of curvature of a non tangent curve to the left having a chord bearing of S43°10'28"E and a radius of 115.00 feet; thence southerly and easterly along said curve through a central angle of 118°31'25" and an arc length of 237.89 feet to the point of reverse curvature with a curve to the right having a radius of 186.85 feet; thence easterly along said curve through a central angle of 61°56'19" and an arc length of 201.99 feet; thence S40°29'52"E, a distance of 67.47 feet to the point of curvature of a curve to the left having a radius of 150.27 feet; thence easterly along said curve through a central angle of 33°59'41" and an arc length of 89.16 feet; thence S15°30'27"W, a distance of 211.18 feet to a point on the south line of said Government Lot 1 which lies S86°40'31"E, a distance of 704.65 feet from the southwest corner thereof; thence continuing S15°30'27"W, a distance of 37.65 feet; thence S56°22'22"E, a distance of 904.18 feet to the northwesterly line of the Colony Road; thence S33°50'06"W along said line of Colony Road, a distance of 64.00 feet to the south line of the north 20 acres of that portion of the southeast quarter of the northwest quarter and Government Lot 2 of said Section 19 lying west of the county road as laid out and established on November 1, 1929; thence N86°40'31"W along the south line of said 20 acres, a distance of 1411.29 feet to the west line of said Government Lot 2; thence



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EXHIBIT A-4



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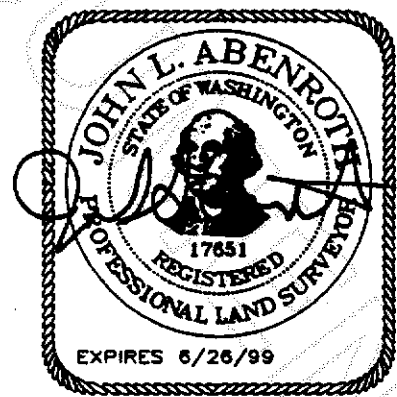


806 Metcalf St., Sedro-Woolley, WA 98284 Phone: (360) 855-2121 FAX: (360) 855-1658

N00°10'49"W along said west line, a distance of 549.19 feet to the point of beginning of this description.

Containing 20.00 acres.

Situated in Skagit County, Washington.



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EXHIBIT A-5

5/19/99



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LEGAL DESCRIPTION EXHIBIT A
FOR
JOHN PETH & SONS, INC.
OF
PARCEL 5 - AFTER BOUNDARY LINE ADJUSTMENT

May 10, 1999

That portion of Government Lot 1, Government Lot 2, the northeast quarter of the northwest quarter and the southeast quarter of the northwest quarter of Section 19, Township 36 North, Range 4 East, W.M. described as follows:

Beginning at a point on the south line of said Government Lot 1 which lies $S86^{\circ}40'31''E$, a distance of 704.65 feet from the southwest corner thereof; thence $N15^{\circ}30'27''E$, a distance of 211.18 feet to a point on a non tangent curve to the left having a chord bearing of $S85^{\circ}49'51''E$ and a radius of 150.27 feet; thence easterly along said curve through a central angle of $22^{\circ}40'36''$ and an arc length of 59.47 feet; thence $N82^{\circ}49'51''E$, a distance of 98.22 feet; thence $N07^{\circ}10'09''W$, a distance of 30.00 feet; thence $N45^{\circ}17'49''E$, a distance of 340.99 feet; thence $N04^{\circ}46'41''E$, a distance of 185.84 feet; thence $S80^{\circ}28'24''E$, a distance of 771.16 feet to the westerly line of the Colony Road; thence $S11^{\circ}12'06''W$ along said line of Colony Road, a distance of 286.90 feet to the point of curvature of a curve to the right having a radius of 115.92 feet; thence southerly along said curve through a central angle of $22^{\circ}38'00''$ and an arc length of 440.82 feet; thence $S33^{\circ}50'06''W$ along said line of Colony Road, a distance of 469.10 feet to a point which lies $N33^{\circ}50'06''E$, a distance of 64.00 feet from the south line of the north 20 acres of that portion of the southeast quarter of the northwest quarter and Government Lot 2 of said Section 19 lying west of the county road as laid out and established on November 1, 1929; thence $N56^{\circ}22'22''W$, a distance of 904.18 feet; thence $N15^{\circ}30'27''E$, a distance of 37.65 feet to the point of beginning of this description.

Containing 20.00 acres.

Situated in Skagit County; Washington.

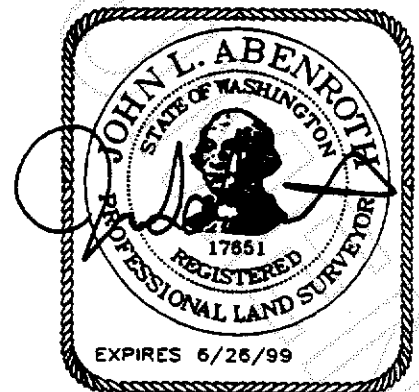


EXHIBIT A-6

5/19/99



200112210075
Skagit County Auditor



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LEGAL DESCRIPTION EXHIBIT A
FOR
JOHN PETH & SONS, INC.
OF
PARCEL 6 - AFTER BOUNDARY LINE ADJUSTMENT

May 10, 1999

That portion of Government Lot 4 of Section 18, Township 36 North, Range 4 East, W.M.; and that portion of the Government Lot 1 and the northeast quarter of the northwest quarter of Section 19, Township 36 North, Range 4 East, W.M.; described as follows:

Beginning at a point on the south line of Government Lot 4 of said Section 18 which lies $S86^{\circ}50'58''E$, a distance of 436.54 feet from the southwest corner thereof; thence $N06^{\circ}29'49''W$, a distance of 327.78 feet; thence $N81^{\circ}01'50''E$, a distance of 432.32 feet; thence $N60^{\circ}30'10''E$, a distance of 203.23 feet; thence $S56^{\circ}54'25''E$, a distance of 518.35 feet to a point on the east line of said Government Lot 4 which is 265 feet north of the southeast corner thereof; thence $S01^{\circ}05'51''W$ along said east line, a distance of 265.00 feet to the southeast corner of said Government Lot 4; thence $S34^{\circ}25'05''E$, a distance of 317.78 feet; thence $S09^{\circ}31'36''W$, a distance of 415.02; thence $N80^{\circ}28'24''W$, a distance of 371.16 feet; thence $N13^{\circ}28'27''W$, a distance of 338.38 feet; $N88^{\circ}59'07''W$, a distance of 623.28 feet; thence $N06^{\circ}29'49''W$, a distance of 323.51 feet to the point of beginning of this description.

Containing 20.28 acres.

Situated in Skagit County, Washington.

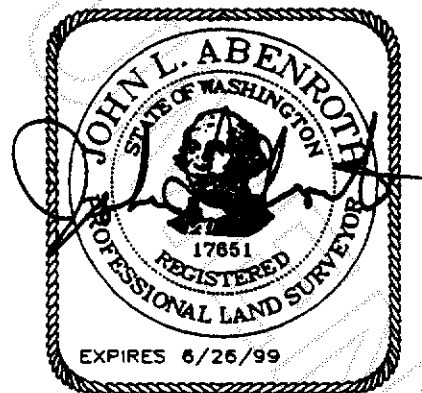


EXHIBIT A-7

5/19/99



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LEGAL DESCRIPTION

EXHIBIT A

FOR
JOHN PETH & SONS, INC.
OF

PARCEL 7 - AFTER BOUNDARY LINE ADJUSTMENT

May 10, 1999

That portion of Government Lot 4 of Section 18, Township 36 North, Range 4 East, W.M., described as follows:

Beginning at the southwest corner of said Government Lot 4; thence S86°50'58"E along the south line thereof, a distance of 436.54 feet; thence N06°29'49"W, a distance of 327.78 feet; thence N81°01'50"E, a distance of 432.32 feet; thence N60°30'10"E, a distance of 203.23 feet; thence N11°34'42"E, a distance of 276.30 feet; thence N01°05'51"E, a distance of 504.01 feet to a point on the north line of said Government Lot 4 which is 143.55 feet west of the southwest corner of the east 245.84 feet of said Government Lot 4; thence N87°25'56"W along the north line of said Government Lot 4, a distance of 592.73 feet; thence S23°32'39"W, a distance of 608.04 feet; thence N89°07'08"W, a distance of 221.81 feet to a point on the west line of said Government Lot 4 which is 716.38 feet north of the southwest corner thereof; thence S00°52'52"W along said west line, a distance of 716.38 feet to the point of beginning of this description.

Containing 20.60 acres.

Situated in Skagit County, Washington.

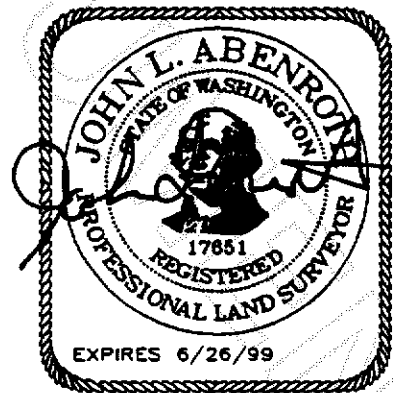


EXHIBIT A-8

5/19/99



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Skagit County Auditor



806 Metcalf St., Sedro-Woolley, WA 98284 Phone: (360) 855-2121 FAX: (360) 855-1658

LEGAL DESCRIPTION
FOR

EXHIBIT A

JOHN PETH & SONS, INC.
OF

PARCEL 8 - AFTER BOUNDARY LINE ADJUSTMENT

May 10, 1999

That portion of Government Lot 3 and Government Lot 4 of Section 18, Township 36 North, Range 4 East, W.M., described as follows:

Beginning at the southwest corner of said Government Lot 3; thence N00°52'52"E along the west line thereof, a distance of 1290.91 feet to the northwest corner of said Government Lot 3; thence S88°00'24"E along the north line thereof, a distance of 1197.21 feet to the northwest corner of the east 245.84 feet of said Government Lot 3; thence S01°05'51"W along the west line of said east 245.84 feet, a distance of 1302.78 feet to the south line of said Government Lot 3; thence N87°25'56"W along the south line of said Government Lot 3, a distance of 736.29 feet; thence S23°32'39"W, a distance of 608.04; thence N89°07'08"W, a distance of 221.81 feet to a point on the west line of said Government Lot 4 which is 716.38 feet north of the southwest corner thereof; thence N00°52'52"E along the west line of said Government Lot 4, a distance of 574.53 feet to the point of beginning of this description.

Containing 40.00 acres.

Situated in Skagit County, Washington.

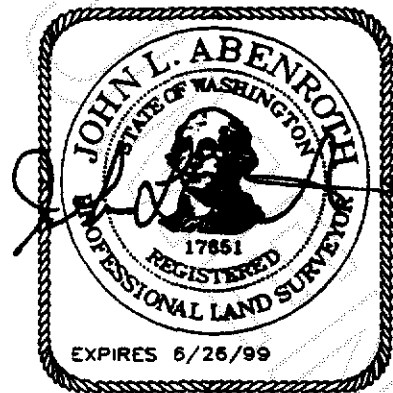


EXHIBIT A-9

5/19/99



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Skagit County Auditor
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806 Metcalf St. Sedro-Woolley, WA 98284 Phone: (360) 855-2121 FAX: (360) 855-1658

LEGAL DESCRIPTION

EXHIBIT A

FOR
JOHN PETH & SONS, INC.
OF

PARCEL 9 - AFTER BOUNDARY LINE ADJUSTMENT

May 10, 1999

The northeast quarter of the southeast quarter and the south 13.5 feet of the southeast quarter of the northeast quarter of Section 13, Township 36 North, Range 3 East, W.M.

Containing 40.00 acres.

Situated in Skagit County, Washington.

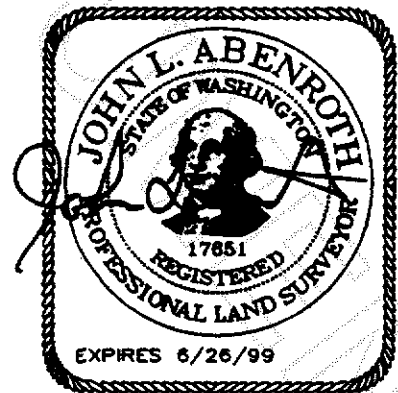


EXHIBIT A-10

5/19/99



200112210075

Skagit County Auditor



806 Metcalf St., Sedro-Woolley, WA 98284 Phone: (360) 855-2121 FAX: (360) 855-1658

LEGAL DESCRIPTION
FOR

EXHIBIT A

JOHN PETH & SONS, INC.
OF

PARCEL 10 - AFTER BOUNDARY LINE ADJUSTMENT

May 10, 1999

The southeast quarter of the northeast quarter and the south 22.06 feet of the northeast quarter of the northeast quarter of Section 13, Township 36 North, Range 3 East, W.M.; EXCEPT the south 13.5 feet of said southeast quarter of the northeast quarter.

Containing 40.00 acres.

Situated in Skagit County, Washington.

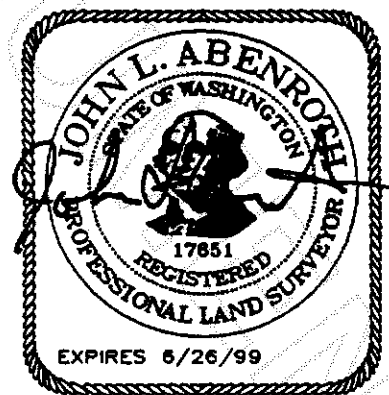


EXHIBIT A-11

5/19/99



200112210075
Skagit County Auditor