

FILED FOR RECORD AT THE
REQUEST OF/RETURN TO:
Craig E. Cammock
Skagit Law Group, PLLC
227 Freeway Drive, Suite B
P. O. Box 336
Mount Vernon, WA 98273



200601130159

Skagit County Auditor

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ROAD COST SHARING AGREEMENT

Grantor (s) NATIONS ENTERPRISES, INC., a Washington corporation;
JEFF HENDRICKS & LINDA HENDRICKS, husband and wife
LOUIS E. BRATZ JR. & JANET M. BRATZ, husband and wife;
DAVID C. BRATZ & LEONA C. BRATZ, husband and wife;
MATTHEW J. LIESKE & KIMBERLY A. LIESKE, husband and wife;
JEAN H. WEST, TRUSTEE of the JEAN H. WEST TRUST;
JOHN M. ALEXANDER & ELLA Y. ALEXANDER, husband and wife
MICHAEL M. ATTERBERRY & WENDY D. ATTERBERRY, husband and
wife

Lot Owner (s)

Additional Grantor(s) on page(s)

Additional Lot Owner(s) on page(s)

Abbreviated Legal: Lots 57 and 59-62 and ptn of Lot 58, "Anaco Beach, Skagit
County Washington"

Additional Legal on page(s) Exhibit "A"

Assessor's Tax Parcel No's: P61866; P61865; P103205; P103204; P61864; P61863;
P61861; P61860

THIS AGREEMENT is entered into between, NATIONS ENTERPRISES, INC., a Washington corporation; JEFF HENDRICKS & LINDA HENDRICKS, husband and wife; LOUIS E. BRATZ JR. & JANET M. BRATZ, husband and wife; DAVID C. BRATZ & LEONA C. BRATZ, husband and wife; MATTHEW J. LIESKE & KIMBERLY A. LIESKE, husband and wife; JEAN H. WEST, TRUSTEE of the JEAN H. WEST TRUST; JOHN M. ALEXANDER & ELLA Y. ALEXANDER, husband and wife, and MICHAEL M. ATTERBERRY & WENDY D. ATTERBERRY, husband and wife (collectively referred to herein as "Lot Owners").

Road Cost Sharing Agreement

In consideration of the mutual promises and covenants herein Lot Owners hereby agree as follows:

I. DESCRIPTION OF AGREEMENT

This agreement establishes cost sharing for Peace Cliff Lane and Seabreeze Lane (hereinafter collectively referred to as the "Road") which Road is located on Lots 57-62 of the plat of "Anaco Beach, Skagit County Washington", as per plat recorded in Volume 5 of Plats, Page 4, Records of Skagit County, Washington.

The intent of the parties in executing this Agreement is to provide for contribution for maintenance and repair in proportion to the amount of usage by each contributor. Owners of vacant lots are not intended to contribute to maintenance and repair costs, in absence of heavy use of the road for construction, logging or similarly intensive activities.

II. AGREEMENT IS APPURTENANT

The Lot Owners own real property located in Skagit County, Washington, which property is legally described in Exhibit "A", which is attached hereto and incorporated by this reference.

The benefits, burdens and covenants of this Agreement shall be deemed to run with the land and bind Lot Owners' property, and their respective heirs, successors, and assigns and all persons possessing the property by, through and under the parties hereto and their respective heirs, successors and assigns.

III. OBLIGATION FOR COST SHARING

1) Decisions Concerning Maintenance. Any decision to take action to maintain the Road must be approved by a written, majority of the Eligible Votes, as defined herein. The written record of the vote shall be signed by those persons representing a majority of the Eligible Votes. Each parcel identified on the attached Exhibit "A" shall be deemed to be a Lot and each Lot shall be entitled to one (1) vote. If a Lot is owned by more than one person, the vote for that Lot shall be cast by them in such manner as they determine among the owners of the Lot.

For any proposed maintenance project, the "Eligible Votes" shall be defined as the votes held by those Lot Owners who will be allocated a portion of the costs of the maintenance project pursuant to Section 2 "Allocation of Costs", below. If a Lot Owner owns more than one lot, the Lot Owner shall be deemed to have one Eligible Vote for each of those Lots that will be



allocated a share of the project cost pursuant to Section 2, "Allocation of Costs" set forth below. If the Owner(s) of a Lot do not meet the criteria set forth below in Section 2, "Allocation of Costs", then the Owner(s) shall not be deemed eligible to vote with respect to any maintenance or repair decision and shall not be liable for any contribution for such maintenance or repair.

2) Allocation of Costs. Any costs incurred in performing properly approved maintenance to the Road shall be divided into equal shares, with one share being allocated to the Owner(s) of each Lot that meets all of the following criteria:

- a) The Lot has one or more driveways that access the Road;
- b) The location of the project is between Marine Drive and a driveway access to the Lot such that the Lot Owner would have to traverse the project area in order to reach all of their driveway entrances from Marine Drive;
- c) The Lot contains a single family residence or other such substantial improvements;

3) Subdivision. In the event any Lot Owner or their successors subdivide their property, then, following said subdivision, the new Lots shall each be entitled to one vote and shall each receive a full share of any allocated costs pursuant to Section 2, upon meeting the criteria. In the event that a Lot Owner subdivides their property, the provisions of this Agreement shall not be binding upon the newly created lots if the subdivision does not provide access from the new lots over the existing roadways described in this Agreement. If the new lots only use the existing roadways for emergency access and the free flow of traffic from those lots to the existing roadways is blocked by a locked gate, then the new lots shall not be deemed to have access to the existing roadways and shall not be subject to the provisions of this Agreement. However, in the event that any new lots have access to the existing roadways, which access is not gated, or at such time as any gate is removed, then the lots shall be subject to the terms of this Agreement.

4) Damage to Road. In the event that any Lot Owner causes identifiable damage to the Road through the installation of utilities, other improvements or the use of heavy equipment, then that Lot Owner shall, as soon as is reasonably possible, immediately restore the Road to as good or better condition as it was in prior to the commencement of work 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, shall have the right to repair the damage and to assess a lien against the Lot Owner's Lot(s) for the full cost of the repair.

5) Authorization of Lien; Personal Obligation. Each Lot Owner and each subsequent owner of any lot within the described subject property, by virtue of this Agreement or a subsequent acceptance of a deed therefor, whether or not it shall be expressed in such deed, covenants and agrees to participate in the payment of maintenance and repairs to the Road as

provided herein by means of the assessments as may be established by the majority vote of the Eligible Votes.

6) 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 land and shall be a continuing lien upon the subject Lot. The lien shall be for the benefit of the contributing Lot Owners for the project 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 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.

7) Effect of Non-Payment; Remedies. Any assessments which are not paid when due shall become delinquent. If the assessment is 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 contributing Lot Owner 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 non-judicial foreclosure of a deed of trust pursuant to R.C.W. 61.24 et seq. and as hereafter amended.

8) Binding; Amendment. This Agreement shall run with the real property described herein and shall be binding upon all parties and persons for a period of twenty (20) years following the date of the recording with the Skagit County Auditor, after which said twenty (20) year period, this Agreement shall be automatically extended for successive five (5) year periods. This Agreement may be supplemented, relaxed, revoked or amended, in whole or in part, at any time by any instrument signed by not less than three-quarters (3/4) of all of the owners of lots within the subject property.

This Agreement may initially be executed and recorded with the signatures of less than all of the Lot Owners identified in this Agreement. In such event, this Agreement shall be binding only with respect to those Lot Owners and their property(ies). Subsequent to the initial recording, additional Lot Owners (or their successors in interest), who are identified in this Agreement but who have not yet executed this Agreement, may execute and record a copy of this Agreement at any time, after which recording the Lot Owner's(s') property(ies) shall immediately become subject to the terms of this Agreement. Nothing in this paragraph shall be interpreted as extending the scope of this Agreement beyond the properties identified



herein.

This Agreement shall automatically terminate with respect to any portion of the Road that is dedicated to any municipal corporation or other governmental entity that assumes full responsibility for the maintenance and repair of the road following such dedication.

9) Miscellaneous Provisions.

a) This agreement is only intended to provide for the maintenance of the existing roadways, as they existed in May 2005. This agreement is not intended to alter the size, shape and/or location of any easement on which the existing roadways are situated. Nothing in this agreement shall require any lot owner to consent to or to contribute to the enlargement of the scope of any easement.

b) The term "Lot Owner" as used in this Agreement shall mean the fee title owner unless the property is being sold on real estate contract, in which case it shall be the contract purchaser; or if the property is subject to a deed of trust, it shall mean the grantor.

c) This Agreement shall be construed in accordance with the laws of the State of Washington.

d) 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.

e) 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.

f) The failure of the Lot Owners 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.

g) The invalidity or unenforceability of any provision hereof shall not affect or impair any other provisions hereof;

h) This Agreement may be executed in several counterparts, each of which shall be fully effective as an original, and all of which together shall constitute one and the same instrument.

IN WITNESS THEREOF, the parties hereto have executed this agreement on the day and year first above written.

DATED this 11th day of October, 2005.

NATIONS ENTERPRISES, INC. a Washington corporation

By: _____
JANICE NATIONS
Its: President

JEFF HENDRICKS

LINDA HENDRICKS

LOUIS E. BRATZ JR.

JANET M. BRATZ

DAVID C. BRATZ

LEONA C. BRATZ

MATTHEW J. LIESKE

KIMBERLY A. LIESKE

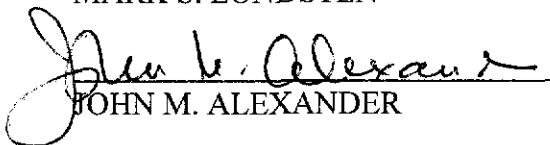
JEAN H. WEST, TRUSTEE of the JEAN H. WEST TRUST

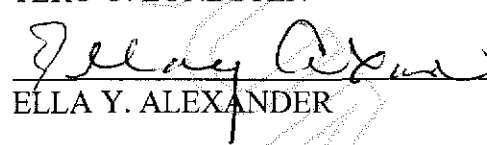
KARI HANNEVOLD

CHARLES G. PETERSEN

MARK S. LUNDSTEN

TERU O. LUNDSTEN


JOHN M. ALEXANDER


ELLA Y. ALEXANDER

MICHAEL M. ATTERBERRY

WENDY D. ATTERBERRY



DATED this 27th day of September, 2005.

NATIONS ENTERPRISES, INC. a Washington corporation

By: Janice Nations
JANICE NATIONS

Its: President
Jeff Hendricks
JEFF HENDRICKS

Linda Hendricks
LINDA HENDRICKS

LOUIS E. BRATZ JR.

JANET M. BRATZ

DAVID C. BRATZ

LEONA C. BRATZ

MATTHEW J. LIESKE

KIMBERLY A. LIESKE

JEAN H. WEST, TRUSTEE of the JEAN H. WEST TRUST

KARI HANNEVOLD

CHARLES G. PETERSEN

MARK S. LUNDSTEN

TERU O. LUNDSTEN

JOHN M. ALEXANDER
Michael M. Atterberry
MICHAEL M. ATTERBERRY

ELLA Y. ALEXANDER
Wendy D. Atterberry
WENDY D. ATTERBERRY

DATED this 10th day of October, 2005.

NATIONS ENTERPRISES, INC. a Washington corporation

By: _____
JANICE NATIONS
Its: President

JEFF HENDRICKS

LINDA HENDRICKS

LOUIS E. BRATZ JR.

JANET M. BRATZ

DAVID C. BRATZ

LEONA C. BRATZ

MATTHEW J. LIESKE

KIMBERLY A. LIESKE

Jean H West Trustee of Jean H West Trust

JEAN H. WEST, TRUSTEE of the JEAN H. WEST TRUST

KARI HANNEVOLD

CHARLES G. PETERSEN

MARK S. LUNDSTEN

TERU O. LUNDSTEN

JOHN M. ALEXANDER

ELLA Y. ALEXANDER

MICHAEL M. ATTERBERRY

WENDY D. ATTERBERRY



DATED this 17th day of November, 2005.

NATIONS ENTERPRISES, INC. a Washington corporation

By: Janice Nations
JANICE NATIONS

Its: President

[Signature]
JEFF HENDRICKS

[Signature]
LINDA HENDRICKS

LOUIS E. BRATZ JR.

JANET M. BRATZ

DAVID C. BRATZ
[Signature]
MATTHEW J. LIESKE

LEONA C. BRATZ
[Signature]
KIMBERLY A. LIESKE

JEAN H. WEST, TRUSTEE of the JEAN H. WEST TRUST

KARI HANNEVOLD

CHARLES G. PETERSEN

MARK S. LUNDSTEN

TERU O. LUNDSTEN

JOHN M. ALEXANDER
[Signature]
MICHAEL M. ATTERBERRY

ELLA Y. ALEXANDER
[Signature]
WENBY D. ATTERBERRY

Road Cost Sharing Agreement
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DATED this 11th day of October, 2005.

NATIONS ENTERPRISES, INC. a Washington corporation

By: _____
JANICE NATIONS
Its: President

JEFF HENDRICKS

Louis E. Bratz Jr.

LOUIS E. BRATZ JR.

DAVID C. BRATZ

MATTHEW J. LIESKE

JEAN H. WEST, TRUSTEE of the JEAN H. WEST TRUST

KARI HANNEVOLD

MARK S. LUNDSTEN

JOHN M. ALEXANDER

MICHAEL M. ATTERBERRY

LINDA HENDRICKS

Janet M. Bratz

JANET M. BRATZ

LEONA C. BRATZ

KIMBERLY A. LIESKE

CHARLES G. PETERSEN

TERU O. LUNDSTEN

ELLA Y. ALEXANDER

WENDY D. ATTERBERRY



DATED this 10th day of October, 2005.

NATIONS ENTERPRISES, INC. a Washington corporation

By: _____
JANICE NATIONS
Its: President

JEFF HENDRICKS

LINDA HENDRICKS

LOUIS E. BRATZ JR.
LS 10/10/5

DAVID C. BRATZ

JANET M. BRATZ
Leona C. Bratz

LEONA C. BRATZ

MATTHEW J. LIESKE

KIMBERLY A. LIESKE

JEAN H. WEST, TRUSTEE of the JEAN H. WEST TRUST

KARI HANNEVOLD

CHARLES G. PETERSEN

MARK S. LUNDSTEN

TERU O. LUNDSTEN

JOHN M. ALEXANDER

ELLA Y. ALEXANDER

MICHAEL M. ATTERBERRY

WENDY D. ATTERBERRY



State of Washington)
) ss
County of Skagit)

I certify that I know or have satisfactory evidence that MARK S. LUNDSTEN and TERU O. LUNDSTEN, husband and wife, are the persons who appeared before me and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

(Signature)
NOTARY PUBLIC

Print Name of Notary
My appointment expires: _____

State of Washington)
) ss
County of Skagit)

I certify that I know or have satisfactory evidence that JOHN M. ALEXANDER and ELLA Y. ALEXANDER, husband and wife, are the persons who appeared before me and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: Oct 11 2005

Ellen Y. Alexander
(Signature)

NOTARY PUBLIC Kimberly Ann Kane
Kimberly Ann Kane

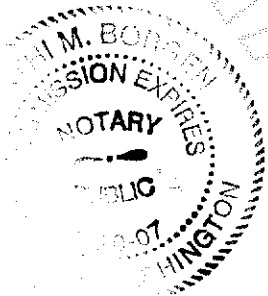
Print Name of Notary
My appointment expires: July 19, 2006



STATE OF WASHINGTON)
 : ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that JANICE NATIONS signed this instrument, on oath stated that he/she was authorized to execute this instrument and acknowledged it as the President of NATIONS ENTERPRISES, INC. a Washington corporation to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 27th day of September, 2005.



Kathi M. Bergen
Notary Public
Kathi M. Bergen
(Type or Legibly Print Name)
My Appt. Expires: 6-20-07

State of Washington)
) ss
County of Skagit)

I certify that I know or have satisfactory evidence that JEFF HENDRICKS 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: 9/27/05

Kathi M. Bergen
(Signature)

NOTARY PUBLIC
Kathi M. Bergen
Print Name of Notary

My appointment expires: 6-20-07



State of Washington)
) ss
County of Skagit)

I certify that I know or have satisfactory evidence that LINDA HENDRICKS 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: 9-27-05

Kathi M. Berger
(Signature)

NOTARY PUBLIC

Kathi M. Berger
Print Name of Notary

My appointment expires: 6-20-07

State of Washington)
) ss
County of Skagit)

I certify that I know or have satisfactory evidence that LOUIS E. BRATZ, JR. and JANET M. BRATZ, husband and wife, are the persons who appeared before me and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

(Signature)
NOTARY PUBLIC

Print Name of Notary
My appointment expires: _____



200601130159
Skagit County Auditor

State of Washington)
) ss
County of Skagit)

I certify that I know or have satisfactory evidence that MICHAEL M. ATTERBERRY & WENDY D. ATTERBERRY, husband and wife, are the persons who appeared before me and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

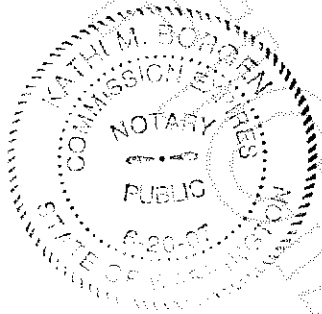
Dated: 9/30/05

Kathi M Borgen
(Signature)

NOTARY PUBLIC

Kathi M Borgen
Print Name of Notary

My appointment expires: 6-20-07



STATE OF WASHINGTON)
 : ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that JEAN H. WEST signed this instrument, on oath stated that she was authorized to execute this instrument and acknowledged

it as the TRUSTEE of the JEAN H. WEST TRUST to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 11th day of October, 2005.



Michelle M. Minor
Notary Public
Michelle M. Minor
(Type or Legibly Print Name)
My Appt. Expires: June 2, 2007

State of Washington)
) ss
County of Skagit)

I certify that I know or have satisfactory evidence that CHARLES G. PETERSEN and KARI HANNEVOLD, husband and wife, are the persons who appeared before me and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

(Signature)
NOTARY PUBLIC

Print Name of Notary

My appointment expires: _____

State of Washington)
) ss
County of Skagit)

I certify that I know or have satisfactory evidence that DAVID C. BRATZ and LEONA C. BRATZ, husband and wife, are the persons who appeared before me and said

persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

(Signature)
NOTARY PUBLIC

Print Name of Notary
My appointment expires: _____

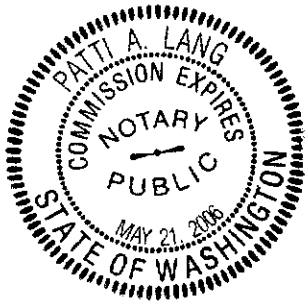
State of Washington)
) ss
County of Skagit)

I certify that I know or have satisfactory evidence that MATTHEW J. LIESKE and KIMBERLY A. LIESKE, husband and wife, are the persons who appeared before me and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 11/17/05

Patti A. Lang
(Signature)
NOTARY PUBLIC

Patti A. Lang
Print Name of Notary
My appointment expires: 5/21/06



Road Cost Sharing Agreement
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Skagit County Auditor

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State of Washington)
) ss
County of Skagit)

I certify that I know or have satisfactory evidence that LINDA HENDRICKS 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: _____

(Signature)
NOTARY PUBLIC

Print Name of Notary
My appointment expires: _____

State of Washington)
) ss
County of Skagit)

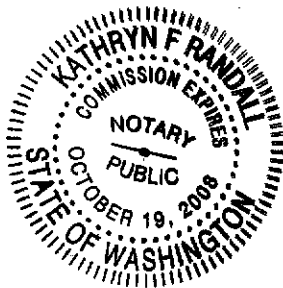
I certify that I know or have satisfactory evidence that LOUIS E. BRATZ, JR. and JANET M. BRATZ, husband and wife, are the persons who appeared before me and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: October 11, 2005

Kathryn F. Randall
(Signature)

NOTARY PUBLIC
KATHRYN F. RANDALL

Print Name of Notary
My appointment expires: 10-19-08



State of Washington)
) ss
County of Skagit)

I certify that I know or have satisfactory evidence that DAVID C. BRATZ and LEONA C. BRATZ, husband and wife, are the persons who appeared before me and said

persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.



Dated: 10-10-05

Janice K. Sweeney
(Signature)

NOTARY PUBLIC

Janice K. Sweeney
Print Name of Notary

My appointment expires: 11-17-07

State of Washington)
) ss
County of Skagit)

I certify that I know or have satisfactory evidence that MATTHEW J. LIESKE and KIMBERLY A. LIESKE, husband and wife, are the persons who appeared before me and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

(Signature)

NOTARY PUBLIC

Print Name of Notary

My appointment expires: _____



EXHIBIT "A"

Identification of Lots

Parcel P61866 - NATIONS ENTERPRISES, INC./JEFF HENDRICKS and LINDA HENDRICKS:

Lot 62, ANACO BEACH, according to the plat thereof recorded in Volume 5 of Plats, page 4, records of Skagit County, Washington.

Situated in Skagit County, Washington.

Parcel P61865 - LOUIS E. BRATZ, JR. and JANET M. BRATZ:

Tract 1, Short Plat 31-90, located in the NE ¼ of Section 34, Township 35 North, Range 1 E. W.M., records of Skagit County, Washington, also known as a portion of Lot 61, ANACO BEACH, according to the plat thereof recorded in Volume 5 of Plats, page 4, records of Skagit County, Washington.

Parcel 103204 - LOUIS E. BRATZ, JR. and JANET M. BRATZ:

Tract 2, Short Plat 31-90, located in the NE ¼ of Section 34, Township 35 North, Range 1 E. W.M., records of Skagit County, Washington, also known as a portion of Lots 60 and 61, ANACO BEACH, according to the plat thereof recorded in Volume 5 of Plats, page 4, records of Skagit County, Washington.

Parcel 61864 - LOUIS E. BRATZ, JR. and JANET M. BRATZ, DAVID C. BRATZ and LEONA C. BRATZ:

Tract 3, Short Plat 31-90, located in the NE ¼ of Section 34, Township 35 North, Range 1, E. W.M., records of Skagit County, Washington, also known as a portion of Lot 60, ANACO BEACH, according to the plat thereof recorded in Volume 5 of Plats, page 4, records of Skagit County, Washington.

Parcel P61863 - MATTHEW J. LIESKE and KIMBERLEY A. LIESKE:

Lot 59, 'ANACO BEACH,' as per plat recorded in Volume 5 of Plats, page 4, records of Skagit County, Washington, EXCEPT that portion defined as follows:

EXHIBIT "A"
(consisting of 5 pages)



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Skagit County Auditor

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Beginning at the Southwest corner of said Lot 59; thence North 89°56'00" East 239.00 feet along the South line of said Lot 59 to the true point of beginning; thence continue North 89°56'00" East 82.00 feet along said South line; thence North 00°04'00" West 41.00 feet; thence South 89°56'00" West 30.50 feet; thence South 72°40'28" West 53.93 feet to a point that is North 00°04'00" West from the true point of beginning; thence South 00°04'00" East 25.00 feet to the true point of beginning;

Parcel P61861 - JEAN H. WEST, TRUSTEE of the JEAN H. WEST TRUST:

That portion of Lot 59, "ANACO BEACH, SKAGIT COUNTY, WASHINGTON," as per plat recorded in Volume 5 of Pats, page 4, records of Skagit County, Washington, described as follows:

Beginning at the Southwest corner of said Lot 59;
thence North 89°56'00" East 239.0 feet along the South line of said Lot 59 to the true point of beginning;
thence continue North 89°56'00" East 82.00 feet along said South line;
thence North 00°04'00" West 41.00 feet;
thence South 89°56'00" West 30.50 feet;
thence South 72°40'28" West 53.93 feet to a point that is North 00°04'00" West from the true point of beginning;
thence South 00°04'00" East 25.00 feet to the true point of beginning

Situate in the County of Skagit, State of Washington

and also

Tract 1 of Skagit County Short Plat No. 114-78, approved September 30, 1980, recorded October 2, 1980, in Book 4 of Short Plats, page 185, under Auditor's File No. 8010020002, and being a portion of Lot 58, ANACO BEACH, as per plat recorded in Volume 5 of Plats, page 4, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

Parcel P61860 - JOHN M. ALEXANDER and ELLA Y. ALEXANDER:

Lot 57, ANACO BEACH, according to the plat thereof recorded in Volume 5 of Plats, page 4, records of Skagit County, Washington.

EXCEPT all of that portion of Lot 57, PLAT OF ANACO BEACH, according to the plat thereof recorded in Volume 5 of Plats, page 4, records of Skagit County, Washington, being more particularly described as follows:

EXHIBIT "A"
(consisting of 5 pages)



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Beginning at the Southwest corner of Lot 2, of Short Plat No. 114-78, approved September 26, 1980, and recorded in Volume 4 of Short Plats, page 185, records of Skagit County, Washington, being a portion of Lot 58, said PLAT OF ANACO BEACH; thence North 89°56'00" East, along the South line of said Lot 2, for a distance of 662.34 feet to the Southeast corner thereof, said point being also the East corner common to said Lots 57 and 58, PLAT OF ANACO BEACH; thence South 01°09'51" East, along the East line of said Lot 57, PLAT OF ANACO BEACH, for a distance of 18.65 feet; thence South 89°56'00" West, parallel with the North line of said Lot 57, for a distance of 666.88 feet to the Southerly extension of the Westerly line of said Lot 2, Short Plat No. 114-78; thence North 14°46'06" East, along said Southerly extension, a distance of 19.29 feet to the POINT OF BEGINNING.

Parcel P103205 - MICHAEL M. ATTERBERRY and WENDY D. ATTERBERRY:

See following pages 4 and 5 of this Exhibit A

EXHIBIT "A"
(consisting of 5 pages)



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ATTERBERRY - Parcel P103205

Lot 4 of SKAGIT COUNTY SHORT PLAT NO. 31-90 as approved February 6, 1991, and recorded February 8, 1991, in Volume 9 of Short Plats, pages 313 through 315, under Auditor's File No. 9102080001, records of Skagit County, Washington; being a portion of Lots 60 and 61, Anaco Beach, according to the plat thereof recorded in Volume 5 of Plats, page 4, records of Skagit County, Washington.

Situated in Skagit County, Washington.

PARCEL B:

An easement for road right-of-way and right of ingress and egress and water line, being 20 feet in width, the centerline of which is more particularly described as follows:

Commencing at the Northwest corner of Lot 57, Anaco Beach, according to the plat thereof recorded in Volume 5 of Plats, page 4, records of Skagit County, Washington; Thence South 29°38'00" East 136.39 feet along the Westery line of said Lot 57 to the true point of beginning of said centerline, said point also being the centerline of Seabreeze Place, a private road as shown on Skagit County Short Plat No. 114-78, approved September 1980, and recorded October 2, 1980, in Volume 4 of Short Plats, page 185, under Auditor's File No. 8010020002, records of Skagit County, Washington; Thence North 43°28'00" East 163.63 feet along said centerline to the North line of said Lot 57; Thence North 37°06'31" East 81.64 feet along said centerline of Seabreeze Place to a point curvature; Thence along the arc of said curve to the right having a radius of 100.00 feet, through a central angle of 66°43'52", an arc distance of 116.47 feet to a point of tangency; Thence South 76°09'37" East 49.91 feet; Thence South 86°00'00" East 70.00 feet to a point of curvature; Thence along the arc of said curve to the left having a radius of 40.00 feet, through a central angle of 79°24'46", an arc distance of 55.44 feet to a point of tangency; Thence North 14°35'14" East 19.50 feet to a point of curvature; Thence along the arc of said curve to the left having a radius of 122.00 feet, through a central angle of 69°20'37", an arc distance of 147.65 feet to a point of compound curvature; Thence along the arc of said curve to the left having a radius of 410.00 feet, through a central angle of 17°48'02", an arc distance of 127.38 feet to a point of reverse curvature; Thence along the arc of said curve to the right having a radius of 40.00 feet, through a central angle of 77°25'05", an arc distance of 54.05 feet to a point of compound curvature; Thence along the arc of said curve to the right, having a radius of 170.00 feet, through a central angle of 25°28'24", an arc distance of 75.58 feet to a point of reverse curvature; Thence along the arc of said curve to the left, having a radius of 250.00 feet, through a central angle of 18°44'06", an arc distance of 81.75 feet to a point of reverse curvature; Thence along the arc of said curve to the right, having a radius of 150.00 feet, through a central angle of 41°31'25", an arc distance of 108.71 feet to a point of reverse curvature; Thence along the arc of said curve to the left, having a radius of 145.00 feet, through a central angle of 25°45'14", an arc distance of 65.18 feet to a point of tangency; Thence North 27°22'09" East 54.00 feet to a point of curvature; Thence along the arc of said curve to the left having a radius of 130.00 feet, through a central angle of 30°40'31", an arc distance of 69.60 feet to a point of tangency; Thence North 03°18'22" West 311.28 feet; Thence North 16°34'53" West 255.86 feet to the North line of Lot 61, said Anaco Beach, and the terminus of said centerline of 20 foot wide easement, at a point that is North 89°56'00" East 495.30 feet from the Northwest corner of said Lot 61.

Situated in Skagit County, Washington.

(Continued)

Exhibit "A"
(cont'd)



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ATTEBERRY (cont'd) - Parcel P103205

A 60 foot wide easement for ingress, egress and utilities over, under and through a portion of Lot 57, Anaco Beach, according to the plat thereof recorded in Volume 5 of Plats, page 4, records of Skagit County, Washington, the centerline of which is described as follows:

Beginning at a point on the North line of Lot 57 which lies North 89°51'19" East, a distance of 181.21 feet from the Northwest corner thereof, also from said point of beginning the center of a non-tangent curve bears South 45°17'18" East, a distance of 490.00 feet;
Thence Southwesterly along said curve through a central angle of 04°50'53", and an arc distance of 41.46 feet;
Thence South 39°51'49" West, a distance of 88.52 feet to the point of curvature of a curve concave to the Northwest having a radius of 160.00 feet;
Thence Southwesterly along said curve through a central angle of 13°01'44" and an arc distance of 36.38 feet to a point on the West line of said Lot 57 at a point which lies South 29°42'41" East, a distance of 141.85 feet from the Northwest corner thereof and the terminal point of this centerline description.

Situated in Skagit County, Washington.

Exhibit "A"
(cont'd)



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