

OCT 16 2015

JOAN P. WHITE
SAN JUAN COUNTY, WASHINGTON

SUPERIOR COURT OF WASHINGTON, COUNTY OF SAN JUAN

CLARE LINN WELKER and ABIGAIL
METZGER WELKER, Trustees of the Big
Sky Trust UDT 11-14-2002,
Plaintiffs,

v.

MOUNT DALLAS ASSOCIATION, a
Washington non-profit corporation; PETER
and KIMBERLY ALBERT; TIMOTHY
and SUSAN ALLEN; DAVID and
NANCY AUTH; ANITA BAILOR;
PATRICK and JOANN BALENGER;
MICAJAH BIENVENU and AMY
ANDERSON; CONSTANCE
BLACKMER; HENRY J. BORYS and
KESHA EWERS; JOHN and SHARON
BOYD; PATRICIA T. CASEY; KYLE
CHAPMAN and LADD JOHNSON;
WENDY CRAWFORD; PETER DAVIS
and SUSAN CRAMPTON DAVIS;
CYNTHIA and MARK DEARFIELD;
DAVID DUGGINGS and MEGAN
DETHIER; ROBERT T. EICHLER;
ROBERT J. ERSKINE, JR. and PEGGY
ERSKINE; JAMES L. and WENDY
FRANCIS; JAMES FRITZ; GREG and
JANE GERHARDSTEIN; GARY GERO;
JAMES GIMLETT and MAGGIE
GALLIVAN; CRAIG and JEAN
GRAHAM; JAMES and MARY GUARD;

NO. 15-2-05069-0

**DECLARATION OF SANDRA
HAWLEY IN RESPONSE TO
PLAINTIFFS' MOTION FOR
SUMMARY DECLARATORY
JUDGEMENT**

1 NASH R. GUBELMAN and LINDA
2 SOFTING-GUBELMAN; STERLING
3 TRUST COMPANY FBO; THOMAS and
4 COLLEEN HAVERMAN; RONALD and
5 ASHLEY HURST HENNEMAN;
6 HENNEMAN IRREVOCABLE TRUST;
7 LISA LYNN HILL; PAUL A. and
8 JENNIFERHOHENLOHE; GLENN and
9 DIANE KAUFMAN; FRED KEELER;
10 JANE B. KROESCHE; GORDON
11 LAGERQUIST; MAURICE and MOLLY
12 LIEBMAN; MADRONA RIDGE, LLC;
13 FLORENCE MCALARY; ROBERT and
14 SARA MCCLELLAN; J. ROYCE
15 MEYEROTT and LEE M. BRYAN;
16 JEROME S. and ANN MOSS; MOSS
17 TRUST; DIANNA PADILLA; MARK
18 PRZYBYLSKI and MAUREEN KAY
19 KOSHI; ROGER and JILL RATH;
20 PATRICIA ROBERTS; BENJAMIN
21 TROUTMAN and KARLA SABIN;
22 THOMAS SCHILLING; FLORENT
23 SCHOEBEL and JESSICA FARRER;
24 ERIK and ELAINE SCHUMY; WILLIAM
25 and LAURA SEVERSON; MARK
26 SHEPPARD; FRED and ELEANOR
27 SILVERSTEIN; SAN JUAN
28 PRESERVATION TRUST; DONALD E.
STRAUTON and MARIA SIKORSKI;
GREGORY A. and JANE SWANSON;
RIKKI SWIN; ROBERT TAUSCHER and
SANDRA HAWLEY; JOHN TAYLOR;
BRUCE D. TWOOMEY; CARTER and
JENNIFER WHALEN; L. CURTIS
WIDDOES; SILVERSTEIN-GERSTON
MOUNT DALLAS LLC; SP
INVESTMENTS II LLC;
Defendants.

1 I, Sandra J Hawley, declare as follows:

2 1. I am over the age of 18 and I am competent to be a witness in this lawsuit. I make
3 the following statements based upon my personal knowledge. In February 2015 I became the
4 Treasurer of Mount Dallas Association (the Association), and am one of the Defendants in this
5 lawsuit and also was previously the Treasurer from 2012 to August 2014. My husband, Robert
6 C. Tauscher and I, also Defendants in this lawsuit, own one parcel of land on San Juan Island,
7 which we access via the Mount Dallas Road (the "Road") and Kiya Way which is part of the
8 Mount Dallas road system.

9 2. Qualifications: I have been a Certified Public Accountant for over 30 years with a
10 Bachelor's Degree in Accounting and a Master's Degree in Financial Accounting. In 1990 I
11 purchased a CPA firm in Friday Harbor and sold it in 2009. I have had many hours of Certified
12 Public Accountant Continuing Education in the area of Association accounting and auditing. I
13 have done accounting and prepared tax returns for numerous Homeowner/Condo, Water and
14 Road Associations both here on San Juan Island and a number of the other islands in San Juan
15 County. In addition, I have done annual audits, reviews or compilations for many of these
16 associations.

17 3. The cover letter from attorney Christopher I. Brain dated September 29, 2015
18 states that "Enclosed is a motion for summary judgement related exclusively to the authority of
19 the Mount Dallas Road Association." However, related legal documents, specifically (1)
20 Plaintiffs' Motion for Summary Declaratory Judgment, (2) Declaration of Abigail Welker in
21 Support of Plaintiffs' Motion for Summary Judgment, and (3) Declaration of Christopher I.
22 Brain in Support of Plaintiffs' Motion for Summary Judgment included with this letter discuss
23 other items which are not directly related to the authority of the Mount Dallas Association, some
24 of which are incorrect. See below:

25 a. Not all side roads have stand-alone easements as claimed.

26 b. The March 26, 1987 recorded easement File No. 87144952, an "Extinguishment
27 and Grant of Substitute Easement" seems to only relate to Nighthawk Lane and was signed only
28 by those property owners on that road, and does not appear to affect easements for the entire
Mount Dallas road system as claimed in footnote 2, page 4 of the Plaintiff's Motion for
Summary Declaratory Judgment and mentioned in the Welker Decl., item 5 page 2, as part of her
due diligence and stated as attached as Exhibit 2. Neither Exhibit 1 nor Exhibit 2 of the Welker

1 Decl. were attached as stated. I have attached these exhibits missing from the Welker Decl.
2 See my Exhibit 1 relating to 1964 58558 and Exhibit 2 1987 87144952.

3 c. Section I. Introduction and Relief Requested of the Plaintiff's Motion For
4 Summary Declaration Judgment, page 2, line 18-21 states that the Association has established its
5 own unilateral methods for assessing and imposing Road maintenance expenses. This is not true
6 as property owners over the years have always had the ability to state their preferences, the latest
7 being at the August 2013 annual meeting when those present voted on the proportional
8 assessment method presented by the board and those who were not present were sent information
9 about this method. There was only one dissenting vote. If the majority of property owners did
10 not want this method, the Association would not have implemented it. That does not meet the
11 definition of unilateral.

12 d. Also in the Plaintiffs' Motion for Summary Declaratory Judgment, page 5
13 paragraph beginning line 3, it is stated that in 1989, a small number of owners of the Benefitted
14 Properties filed the Articles of Incorporation (the "Articles"), creating the Association. This
15 statement is misleading in that according to records I have seen, in 1989, there were only about
16 29 property owners and 21 out of the 29 paid monies that year giving the impression at least that
17 they approved forming the Association (not the 85 property owners of today).

18 4. After thoroughly reviewing all available Association documents, whether Board
19 minutes, financial records or any other document relating to the Association during its 26 years
20 of existence I find that there is no indication that the Association attempted to portray itself as
21 the legal entity of all (currently 85) Mt Dallas properties due to any legal authority in those
22 recorded deeds.

23 a. This means that there were 104 voluntary Board officers - president, vice
24 president, secretary and treasurer - as well as numerous directors who voluntarily gave their time
25 to this Association. These officers and directors were given the discretion to manage the
26 Association on behalf of Mt. Dallas property owners by a majority of these property owners over
27 those 26 years.

28 b. Nearly \$453,000 has been contributed voluntarily by property owners to
the Association over its 26 years of existence. Monies collected were called dues, assessments,
and voluntary contributions over the years but were collected for the same purpose, for the
Association to administer these monies for the convenience and benefit of all property owners

1 whether or not they had made any contributions.

2 c. These contributions were given over the years by an estimated average of
3 about 85% of property owners each year based on available information. The Plaintiffs
4 voluntarily paid from 2009 through 2014. To me that infers that the Plaintiffs were in alignment
5 with the Association, that, while not as the legal authorized entity, as the entity to manage the
6 Association and to collect these dues as were all of the other property owners who made
7 contributions over 26 years.

8 5. The Association has conducted itself over its 26 years of existence as any other
9 like association would. In my review of the past records, the Association has always acted in an
10 effective business-like manner; it has been careful in how the collected funds were spent, and has
11 kept the property owners apprised of its' activities. The Association is incorporated in the State
12 of Washington. The Association has filed all of the requisite State and Federal forms necessary.
13 A Federal income tax return has been filed each year as required and any taxes owed have been
14 paid.

15 6. Petitions were made available to all property owners except the Plaintiffs to
16 determine what the Mt. Dallas system property owners wanted the Association to request in this
17 lawsuit. The Association has the support of a super-majority of all property owners as evidenced
18 by the petitions returned with from 72% to 75% of respondents approving the way the
19 Association has been operating. This approval includes spending on administrative and fire
20 prevention, continuing to collect reserve monies for Mt. Dallas Road, one vote for one lot, to
21 include all roads in the Mt. Dallas system, and to have the existing Mt. Dallas Association as the
22 managing entity. These petitions were based on the direct result of two surveys available to all
23 of the Mt. Dallas road system property owners and reflects what the majority of these property
24 owners wanted.

25 SUMMARY AND REQUEST FOR RELIEF

26 The Association has never been sued prior to this lawsuit. The Association has managed
27 all business to the benefit of all property owners in the Mt. Dallas road system with the approval
28 of the majority of the Mt. Dallas road system property owners. This has all been conducted with
a voluntary duly elected Board each year. As the Plaintiffs voluntarily paid their dues each year
since 2009 and gave the appearance of approving of the Association and its Board, if they
changed their minds, they should have worked with the Association and not against it by filing

1 this lawsuit.

2 In summary, I ask that the Court (1) give the Mount Dallas Association the authority to
3 manage all roads in the Mount Dallas road system as it has for 26 years (2) give Mount Dallas
4 Association the right to invoice property owners for expenses and continue all necessary
5 maintenance of the roads as it has for 26 years (3) and to require the Plaintiffs to pay all the legal
6 fees incurred by the Association in defending itself in this lawsuit.

7
8
9
10
11 DATED THIS 16th day of October, 2015.

12
13 Sandra J Hawley
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

58558

SAN JUAN COUNTY WASH.
REAL ESTATE EXCISE TAX

REAL ESTATE CONTRACT
(Corporate Form)
For Unimproved Property

PAID
Rec 5488
FEB 4 - 1964

THIS CONTRACT, made this 24 day of January, 1964, between *Margaret Soderling* and *Frank W. Soderling*

ISLAND ENTERPRISES, INC., a Washington corporation, hereinafter called the

"seller" and FRANK W. SODERLING and MILDRED SODERLING, his wife,
hereinafter called the "purchaser";

WITNESSETH: The seller agrees to sell to the purchaser, and the purchaser agrees to purchase of the seller, the following described real estate with the appurtenances, situate in San Juan County, Washington:

The southeast quarter of the northwest quarter of Section 13, Township 35 North, Range 4 West, W.M., in San Juan County, Washington, TOGETHER with an easement over and across a 60 foot wide strip of land for private roadway and utility purposes, the center line of which has a point of beginning 308.5 feet south and 554.8 feet west of the east one quarter corner of Section 14 of said Township and Range, said center line running thence north 81°51' east 243.7 feet, thence north 0°27' west 211.6 feet, thence north 4°55' west 280.7 feet, thence north 6°08' west 151.5 feet, thence north 1°52' east 425.2 feet, thence north 26°29' east 283.1 feet, thence north 14° east 100.4 feet, thence north 8°45' west 110.5 feet, thence north 28°25' east 179.5 feet, thence north 10°18' east 135.2 feet, thence north 44°42' east 144.8 feet, thence south 61°43' east 100.1 feet, thence south 40°27' east 84.1 feet, thence south 60°30' east 100.3 feet, thence south 84°09' east 126.8 feet, thence south 43°25' east 222.1 feet, thence south 68°35' east 237.4 feet, thence north 80°41' east 338.7 feet, thence north 68°52' east 152.6 feet, thence south 21°32' east 50.0 feet to point "A"; thence north 21°32' west to a point on the west boundary of said southeast quarter of the northwest quarter which point is approximately 54 feet south of the northwest corner of said southeast quarter of the northwest quarter, said point being referred to herein as point "B".

And subject to an easement over and across a 60 foot wide strip of land for private roadway purposes, the center line of which has a point of beginning at the above said point on the west boundary heretofore referred to as point "B", said center line running thence south 21°32' east 6.7 feet, more or less, to a point heretofore referred to as point "A", thence south 50°10' east 215.0 feet, thence south 17° east 135.1 feet, thence south 29°48' east 306.2 feet, thence south 61°54' east 160.6 feet, thence south 5°18' east 199.1 feet, thence south 9°40' west 112.8 feet, thence south 50°31' east 141.6 feet, thence south 80°58' east 84.7 feet to angle point No. 30, thence south 15°56' east 260.7 feet to point "C", thence continuing south 5°06' west to a point on the south boundary of said southeast quarter of the northwest quarter, thence north 5°06' east to point heretofore referred to as point "C", thence north 15°56' west 260.7 feet to point heretofore referred to as angle point No. 30 and running thence south 65°58' east 68.1 feet, thence north 72°22' east 111.9 feet, thence south 70°22' east 187.4 feet, thence north 56°40' east 329 feet, more or less, to a point on the east boundary of said southeast quarter of the northwest quarter which point is approximately 336 feet north of the southeast corner of the southeast quarter of the northwest quarter.

Initialed by:

[Handwritten signatures and initials]

VOL 38 PAGE 618

Ag. 3755. #8035-9.

58558

Free of encumbrances, except: Mortgage dated May 2, 1961 and recorded under Auditor's File No. 53539. Said mortgage to be paid in full by seller herein before delivery of fulfillment deed.

On the following terms and conditions: The purchase price is -----

EIGHT THOUSAND and no/100-----(\$8,000.00)dollars of which EIGHT HUNDRED and no/100-----(\$800.00)dollars has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said purchase price in the sum of SEVEN THOUSAND TWO HUNDRED and no/100----- (\$7,200.00) as follows:-----

SEVENTY-TWO and no/100-----(\$72.00)dollars, or more at purchaser's option, on or before the 16th day of February, 1964, and SEVENTY-TWO and no/100-----(\$72.00)dollars, or more at purchaser's option, on or before the same day of each then succeeding calendar month until the balance of said purchase price shall have been fully paid. The purchaser further agrees to pay interest on the balance of said purchase price and the diminishing amounts thereof at the rate of seven per cent (7 %) per annum from the 1 day of February, 1964, which interest shall be deducted from each monthly installment and the balance of each installment applied in reduction of principal. All payments to be made hereunder shall be made at Everett Trust and Savings Bank, Everett, Washington or at such other place, as the seller may direct in writing.

The purchaser may enter into possession immediately

The property has been carefully inspected by the purchaser, and no agreements or representations pertaining thereto, or to this transaction, have been made save such as are stated herein.

The purchaser agrees: to pay before delinquency all taxes and assessments specifically assumed by him herein, if any, and any which may, as between grantor and grantee, hereafter become a lien on the premises; not to permit waste; and not to use the premises for any illegal purpose. If the purchaser shall fail to pay before delinquency any such taxes or assessments, the seller may pay them, and the amounts so paid shall be deemed part of the purchase price and be payable forthwith with interest at the rate of ten per cent per annum until paid, without prejudice to any other right of the seller by reason of such failure.

The purchaser assumes all hazards of damage or destruction of any improvements which may hereafter be placed on said premises and of the taking of said premises or any part thereof for public use; and agrees that no such damage or taking shall constitute a failure of consideration, and that in case of such damage or taking, all money received by the seller by reason thereof, less any sums which the seller may be required to expend in procuring such money, shall be applied as payment on the purchase price herein, or at the election of the seller, to the rebuilding or restoration of said improvements.

The seller agrees, upon full compliance by the purchaser with his agreements herein to execute and deliver to the purchaser a warranty deed to the property, excepting any part which may have been condemned, free of incumbrances except those above mentioned, and any that may accrue hereafter through any person other than the seller.

The seller has procured or agrees to procure within 10 days from date hereof, from Lawyers Title Insurance Corporation a purchaser's policy of title insurance, insuring the purchaser to the full amount of said purchase price against loss or damage by reason of defect in the title of the seller to the said described premises or by reason of prior liens or encumbrances not assumed by the purchaser under this agreement.

VOL 38 PAGE 619

EX 1

58558

Time is of the essence hereof, and in the event the purchaser shall fail to comply with or perform any condition or agreement hereof promptly at the time and in the manner herein required, the seller may elect to declare all of the purchaser's rights hereunder terminated. Upon the termination of the purchaser's rights, all payments made hereunder, and all improvements placed upon the premises shall be forfeited to the seller as liquidated damages, and the seller shall have the right to re-enter and take possession of the property; and if the seller after such forfeiture shall commence an action to procure an adjudication of the termination of the purchaser's rights hereunder, the purchaser agrees to pay the expense of searching the title for the purpose of such action, together with all costs and a reasonable attorney's fee.

Notice of forfeiture may be given by a deposit in the United States post office of such notice contained in a sealed envelope with postage prepaid, addressed to the purchaser at the address given below his signature, or such other post office address in the United States as he may later designate by a written notice to the seller.

IN WITNESS WHEREOF, the parties hereto have executed this instrument in duplicate the day and year first herein written.

Frank W. Soderling
Frank W. Soderling, Purchaser

Mildred Soderling
Mildred Soderling, Purchaser
STATE OF WASHINGTON,

County of King

ISLAND ENTERPRISES, INC.
Corporation
By Karl E. Fankhauser
Karl E. Fankhauser, President.
By Kenneth F. Schilaty
Kenneth F. Schilaty, Secretary.

On this 31st day of January, 1964, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Karl E. Fankhauser and Kenneth F. Schilaty to me known to be the President and Secretary, respectively, of

the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation. My hand and official seal hereto affixed the day and year first above written.

Gene Oliver
Notary Public in and for the State of Washington,
residing at Seattle

STATE OF WASHINGTON

County of King

On this 31st day of January, A. D. 1964, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Frank W. Soderling and Mildred Soderling

to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the use and purposes therein mentioned.

My hand and official seal hereto affixed the day and year in this certificate above written.

Gene Oliver
Notary Public in and for the State of Washington,
residing at Seattle

LAWYERS
TITLE INSURANCE
CORPORATION
SEATTLE, WASHINGTON

Filed for Record at Request of

NAME Lawyers Title Insurance Corporation
ADDRESS 409 Second Avenue
CITY AND STATE Seattle, Washington

THIS SPACE RESERVED FOR RECORDER'S USE
Filed for Record at the Request
of Lawyers Title Co.
FEB 4 1964
A. D. 19
at 30 min. past 3: P.M.
and recorded in vol. 57
Books page 618/620
MARJORIE C. BERGMAN, Auditor
SAN JUAN COUNTY, WASH.
By V. Pearson
Deputy

VOL 38 PAGE 620

Received for Frank W. Soderling and Mildred Soderling, husband and wife, of the premises described in Exhibit B attached hereto. MAR 20 1987
APC

87144952

EXTINGUISHMENT AND GRANT OF SUBSTITUTE EASEMENT

The undersigned as owners of adjacent parcels in San Juan County, Washington, hereby enter into this agreement upon the following terms, covenants and conditions.

WHEREAS, DAVID O. DUGGINS and MEGAN DETHIER, husband and wife, and CHRISTOPHER HALL STINSON and JOAN E. RUDEL, husband and wife are the fee owners of Parcel A as described on Exhibit A attached hereto; and LADD JOHNSON and KYLE SUZANNE CHAPMAN, husband and wife are the fee owners of Parcel B as described on Exhibit A attached hereto (the descriptions of both Parcels A and B are incorporated herein and shall be referred to jointly as "Parcel 1" hereinafter);

WHEREAS, FRANK W. SODERLING and MILDRED SODERLING, husband and wife, are the fee owners of the property described on Exhibit B attached hereto and incorporated herein ("Parcel 2" hereinafter);

WHEREAS, there is a portion of the "subject to" roadway and utility easement across Parcel 2 which serves and benefits Parcel 1 only that the parties desire to extinguish and relocate by grant of a new substitute easement;

NOW, THEREFORE, for the mutual benefits to be derived herefrom and the covenants contained herein, the parties agree as follows:

1. EASEMENT EXTINGUISHED: All that portion of the legal description for the "subject to easement" affecting Parcel 2 described and underlined in Exhibit B hereto, which follows the second reference to the words "angle point No. 30" therein, is hereby extinguished and shall have no further force or effect.
2. CREATION OF SUBSTITUTE EASEMENT: In lieu of and as a replacement for the easement extinguished in provision 1 above the owners of Parcel 2 hereby grant to owners of Parcel 1 the non-exclusive easement appurtenant described in Exhibit C attached hereto and incorporated herein; reserving, however, unto the owners of Parcel 2 these same easement rights in the use, development and potential future subdivision of Parcel 2. It is furthermore the express intent of the parties hereto that the centerline of the road as constructed on the date this instrument is recorded shall be the determining factor in measuring the 60

OFFICIAL RECORD VOL. 178 PAGE 368

foot width of this easement and shall control over any differences of professional opinion as to its surveyed location.

3. **COSTS:** Until such time as the owners of Parcel 2 are physically so using this easement strip for their own advantage, all costs of maintaining, repairing and improving this easement shall be borne by the owners of Parcel 1. If and when the owners of Parcel 2 are physically using the easement for their own advantage, then said owners of Parcel 2, along with the owners of Parcel 1, shall be responsible for a reasonable and equitable share of the costs of maintaining, repairing and improving this easement. The costs of installing and developing (constructing the roadway) shall be borne solely by the owners of Parcel 1; including any costs arising for failure to comply with applicable law on said construction.

4. **DECISIONS.** All decisions regarding the specifications and details for the installation, maintenance, repair or improvement of the easement shall be made solely by the parties who are obligated to pay under the terms, covenants and conditions of this instrument; provided, however, all laws, rules and regulations of the Federal, State and County governments shall be followed in meeting any of their requirements.

5. **QUALITY OF WORK:** All development of the easement shall be done in a workmanlike manner and completed within a reasonable amount of time given due consideration to the nature and scope of the work and the conditions under which the work is being taken.

6. **IMPACTS:** All reasonable efforts shall be exercised to minimize the impacts and destruction to the land and environment during and after completion of the work and all felled trees and slashings resulting therefrom shall be removed from the premises.

7. **BINDING EFFECT** This agreement binds the parties hereto and their respective heirs, personal representatives, devisees, successors and assigns. The covenants contained herein shall be considered to be covenants running with the land and binding both as to benefits and burdens appurtenant to the ownership of Parcels 1 and 2.

8. **ADDITIONAL PARTIES:** The Undersigned, JOHN P. SCHAFER and JOYCE A. SCHAFER, husband and wife, former fee owners of Parcel 1 and currently legal holders of the beneficial interests under Deeds of Trust recorded as San Juan County recording Nos. 86139428 and 86139430 do, by their signatures hereto, agree to the "extinguishment" of the old easement under provision 1 above and the creation of the new substitute easement under provision 2 above; and further consent and agree to be bound, as "parties" hereto, to the other covenants, terms and conditions of this

instrument should they or their successors in interest ever become owners of all or portions of Parcels 1 or 2 by foreclosure, purchase, or otherwise.

IN WITNESS WHEREOF, we hereby set out our signatures this day of MARCH 1987.

David O. Duggins
David O. Duggins

Megan Dethier
Megan Dethier

Christopher Hall Stinson
Christopher Hall Stinson

Joan E. Rudel
Joan E. Rudel

Ladd Johnson
Ladd Johnson

Kyle Suzanne Chapman
Kyle Suzanne Chapman

Frank W. Soderling
Frank W. Soderling

Mildred Soderling
Mildred Soderling

ADDITIONAL PARTIES

John F. Schafer
John F. Schafer

Joyce A. Schafer
Joyce A. Schafer

STATE OF MN)
COUNTY OF Ramsay) ss.

On this day personally appeared before me John F. Schafer and Joyce A. Schafer to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 26th day of January 1987.

Marcia A. Poliak Notary Public in and for the State of MN residing at Mid America Bank
My commission expires 8-22-91.



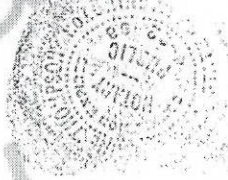
OFFICIAL RECORD VOL. 178 PAGE 370

STATE OF WASH.)
) ss.
COUNTY OF KING)

On this day personally appeared before me FRANK W. SODERLING
& MILDRED SODERLING to me known to be the
individuals described in and who executed the within and
foregoing instrument and acknowledged that they signed the same
as their free and voluntary act and deed, for the uses and
purposes therein mentioned.

Given under my hand and official seal this 2nd day of MARCH
1987.

Susan Elaine Thompson Notary Public in and
for the State of WASHINGTON residing at Bothell.
My commission expires 4-22-88.

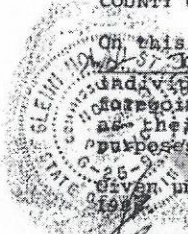


STATE OF WA)
) ss.
COUNTY OF KING)

On this day personally appeared before me CHRISTOPHER HALL SIMSON
& DAN E. RUDEN to me known to be the
individuals described in and who executed the within and
foregoing instrument and acknowledged that they signed the same
as their free and voluntary act and deed, for the uses and
purposes therein mentioned.

Given under my hand and official seal this 10th day of MARCH
1987.

Chris Hall Simson Notary Public in and
for the State of WA residing at Seattle.
My commission expires 6/25/88.



OFFICIAL RECORD VOL. 178 PAGE 371

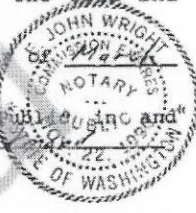
87144952

STATE OF Wa)
) ss.
COUNTY OF King)

On this day personally appeared before me Ladd Johnson
and Kyle Suzanne Chapman to me known to be the
individuals described in and who executed the within and
foregoing instrument and acknowledged that they signed the same
as their free and voluntary act and deed, for the uses and
purposes therein mentioned.

Given under my hand and official seal this 11th day of April
1987.

John Wright Notary Public in and for the State of Washington
residing at 1814 1/2 1st St. SE
My commission expires 11/22/90

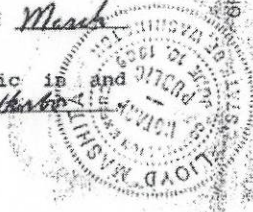


STATE OF WASHINGTON)
) ss.
COUNTY OF SAN JUAN)

On this day personally appeared before me David O. Higgins
Megan Dethier to me known to be the
individuals described in and who executed the within and
foregoing instrument and acknowledged that they signed the same
as their free and voluntary act and deed, for the uses and
purposes therein mentioned.

Given under my hand and official seal this 25th day of March
1987.

Lloyd M. Ash Notary Public in and for the State of Washington
residing at Friday Harbor
My commission expires 6/10/89



OFFICIAL RECORD VOL. 178 PAGE 372

87144952

EXHIBIT A

PARCEL A:

The North 990 feet of the southwest quarter of the
northeast quarter of Section 13, Township 35 North,
Range 4 West, W.M., in San Juan County, Washington.

PARCEL B:

The southwest quarter of the northeast quarter of
Section 13, Township 35 North, Range 4 West, W.M., in
San Juan County, Washington: EXCEPT the north 990 feet
thereof.

OFFICIAL RECORD VOL. 178 PAGE 373

EXHIBIT B

The southeast quarter of the northwest quarter of Section 13, Township 35 North, Range 4 West, W.M., in San Juan County, Washington.

TOGETHER with an easement over and across a 60 foot wide strip of land for private roadway and utility purposes, the center line of which has a point of beginning 308.5 feet south and 554.8 feet west of the east one quarter corner of Section 14 of said Township and Range, said center line running thence north 81°51' east 243.7 feet, thence north 0°27' west 211.6 feet, thence north 4°55' west 280.7 feet, thence north 6°8' west 151.3 feet, thence north 1°52' east 425.2 feet, thence north 26°29' east 283.1 feet, thence north 14° east 100.4 feet, thence north 8°45' west 110.3 feet, thence north 28°25' east 179.5 feet, thence north 10°18' east 135.2 feet, thence north 44°42' east 144.8 feet, thence south 61°43' east 106.1 feet, thence south 40°27' east 84.1 feet, thence south 60°30' east 190.3 feet, thence south 84°09' east 126.8 feet, thence south 43°25' east 222.1 feet, thence south 68°35' east 257.4 feet, thence north 80°41' east 338.7 feet, thence north 68°52' east 152.6 feet, thence south 21°32' east 50.0 feet to point "A", thence north 21°32' west to a point on the west boundary of said southeast quarter of the northwest quarter which point is approximately 54 feet south of the northwest corner of said southeast quarter of the northwest quarter, said point being referred to herein as point "B".

And subject to an easement over and across a 60 foot wide strip of land for private roadway purposes, the center line of which has a point of beginning at the above said point on the west boundary heretofore referred to as Point "B", said center line running thence south 21°32' east 6.7 feet, more or less, to a point heretofore referred to as Point "A", thence south 50°10' east 215.0 feet, thence south 17° east 135.1 feet, thence south 29°48' east 306.2 feet, thence south 61°54' east 160.6 feet, thence south 5°18' east 199.1 feet, thence south 9°40' west 112.8 feet, thence south 50°31' east 141.6 feet, thence south 80°58' east 84.7 feet to angle point No. 30, thence south 15°56' east 260.7 feet to point "C", thence continuing south 5°06' west to a point on the south boundary of said southeast quarter of the northwest quarter, thence north 5°06' east to point heretofore referred to as point "C", thence north 15°56' west 260.7 feet to point heretofore referred to as angle point No. 30 and running thence south 65°58' east 68.1 feet, thence north 72°22' east

OFFICIAL RECORD VOL. 178 PAGE 374

111.9 feet, thence south 70°22' east 187.4 feet, thence north 56°40' east 329 feet, more or less, to a point on the east boundary of said southeast quarter of the northwest quarter which point is approximately 336 feet north of the southeast corner of the southeast quarter of the northwest quarter.

OFFICIAL RECORD VOL. 178 PAGE 375

EXHIBIT C
(Substitute Easement)

A NON-EXCLUSIVE SIXTY FOOT (60') EASEMENT APPURTENANT TO BENEFIT THE PRESENT AND FUTURE OWNERS OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 35 NORTH, RANGE 4 WWM, SAN JUAN COUNTY, WA. FOR PRIVATE ROADWAY AND UTILITY PURPOSES; LOCATED OVER, UNDER AND ACROSS THE EXISTING, RECENTLY CONSTRUCTED ROADWAY IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION, TOWNSHIP AND RANGE AND BEING THIRTY (30') FEET ON EITHER SIDE OF THE CENTERLINE OF SAID ROADWAY, AS CONSTRUCTED; SAID CENTERLINE, AS SURVEYED BY JEFF IVERSON ON ~~22 December 1986~~ IS DESCRIBED AS FOLLOWS:

Commencing at a 1" Rehm and Condon iron pipe monument marking the South Quarter Corner of said Section 13 (as same is shown of record under San Juan County recording No. 86141490; Thence along the North-South centerline of said Section 13, North 1°04'37" E 2996.20' to a point on the East line of the Southeast Quarter of the Northwest Quarter of said Section (from which point a 1" Rehm & Condon pipe marking the North Quarter Corner of said Section bears North 1°04'37" East 2202.52') and the true point of beginning of this centerline and the centerline of an existing road; Thence along said centerline running South 50°40'11" West, 169.34'; South 62°45'39" West, 150.17'; North 85°47'00" West, 289.58'; North 15°56' West, 65' more or less to a point on the centerline of that certain 60' wide easement described as the "subject to" easement in instrument recorded under San Juan County recording No. 89630, said point being also the terminus of the centerline description herein.