

TICOR TITLE INSURANCE

3101 COLBY AVE.

P. O. BOX 750

EVERETT, WA 98206

Escrow # 280514

COVENANT AGREEMENT

THIS AGREEMENT (this "Agreement"), made this 18th day of August, 1989, among BCE DEVELOPMENT INC. ("BCE"), a Delaware corporation, GOLF NORTHWEST, INC. ("Golf Northwest"), a Washington corporation, HARBOUR POINTE GOLF ASSOCIATES, LP ("Golf Associates"), a Washington limited partnership and HARBOUR POINTE LIMITED PARTNERSHIP ("Harbour Pointe Partnership"), a Washington limited partnership.

BCE previously undertook the development of a master planned development known as Harbour Pointe, located in Snohomish County, Washington.

In connection with the development of Harbour Pointe, BCE entered into a certain Harbour Pointe Ground Lease Agreement and Option to Acquire (the "Lease"), dated May, 1988, from BCE, as Lessor, to Golf Northwest as general partner for Golf Associates, as Lessee, pursuant to which lease Golf Associates was to utilize the premises demised thereby as a golf course (the "Golf Course"; the premises demised by the Lease is hereinafter referred to the "Golf Course Property," which Golf Course Property is described on Exhibit A hereto).

The design of the Golf Course and the surrounding residential properties as submitted for the revised sector plan approvals was accomplished cooperatively by BCE and Golf Northwest with the objective of maximizing the value of BCE's surrounding properties, primarily through the creation of fairway lots and the opening of views, and creating a championship quality eighteen hole golf course to be owned and operated by Golf Associates as a viable economic enterprise.

The Lease contains certain provisions addressing the Lessor's rights to future easements across the Golf Course; the Lessor's approval rights regarding plans for the Golf Course and various aspects of the operation of the Golf Course; the cutting of trees and the constructing of fences in areas along the fairway boundaries; future rights to membership in the Golf Course; specific provisions which BCE agreed to record against its properties abutting the Golf Course; and provisions for the eventual recording of covenants regarding the Golf Course.

In January, 1989, BCE indirectly conveyed to an affiliate of Harbour Pointe Partnership certain portions of Harbour Pointe, including the east nine holes of the Golf Course, and Harbour Pointe Partnership subsequently acquired fee title to such property from its affiliate. ~~The description of Harbour Pointe Partnership's land is included only for~~

NO EXCISE TAX
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NIRKE BEYERS, Snohomish County Treasurer
By [Signature] Deputy

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~~purpose of clarity and this Agreement shall encumber only land described in Exhibits C and D.~~

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In the aforementioned transfer of portions of Harbour Pointe to Harbour Pointe Partnership, BCE retained Sectors 12 and 17 of Harbour Pointe, including the portions of the Golf Course Property containing the tenth through eighteenth holes of the Golf Course and certain other lands reserved for construction of a school. (The portions of Sectors 12 and 17 retained by BCE, excluding the tenth through eighteenth holes of the Golf Course and the school site, are hereinafter referred to as "BCE's Land" and are described on Exhibit C hereto; the portions of the Golf Course Property containing the tenth through eighteenth holes which were retained by BCE at the time of the sale are hereinafter referred to as the "Golf Course Parcel" and are described on Exhibit D hereto; the school site which BCE agreed to convey to Harbour Pointe Partnership is hereinafter referred to as the "School Site".)

At the time of the sale to Harbour Pointe Partnership, BCE agreed to convey the Golf Course Parcel and the School Site to Harbour Pointe Partnership as soon as an agreement concerning various easements and other matters contemplated by the Lease was entered into with Golf Associates.

BCE has now entered into earnest money agreements obligating BCE to convey Sector 17 to Lozier Homes Corporation and to convey Sector 12 to Harbour Pointe Partnership, and BCE intends to convey the Golf Course Parcel and the School Site to Harbour Pointe Partnership concurrently with the conveyance of Sector 17.

NOW, THEREFORE, in consideration of the mutual premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

SECTION 1. UTILITY AND DRAINAGE EASEMENTS BENEFITING SECTORS 12 and 17

1.1 Parties Defined. The easements to be created pursuant to this Section 1 shall run with the land and bind the Golf Course Parcel, as the servient tenement, and inure to the benefit of BCE's Land, as the dominant tenant. This Section 1 shall bind, and inure to the benefit of, the successors and assigns of the parties hereto. The term "the Sector 12 Owner" shall mean (i) BCE so long as it owns all or any portion of Sector 12, (ii) any purchaser of Sector 12 in its entirety from BCE, and (iii) any subsequent purchaser who purchases in its entirety all of the undeveloped portion of said sector.

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any purchaser of Sector 12 may, at its option, transfer its rights under this Agreement to one or more homeowner associations and after any such transfer the term "Sector 12 Owner" shall mean such homeowners' association or associations. The term "Sector 17 Owner" shall mean (i) BCE so long as it owns all or any portion of Sector 17, (ii) any purchaser of Sector 17 in its entirety from BCE, and (iii) any subsequent purchaser who purchases in its entirety all of the undeveloped portion of said sector. BCE or any purchaser of Sector 17 may, at its option, transfer its rights under this agreement to one or more homeowners' associations, and after any such transfer, the term Sector 17 Owner shall mean such homeowners' association or associations. As provided in Section 6, homeowner's associations shall assert their rights under this agreement against the Golf Course subject to the terms of Section 29.8 of the Lease. "Golf Course Parcel Owner" shall mean the fee owner of the Golf Course Property. "Golf Course Parties" shall refer collectively to the Golf Course Parcel Owner, Golf Northwest and Golf Associates and their successors and assigns as tenant under the Lease.

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1.2 Grant of Utility and Drainage Easements. Upon request, from time to time, by the Sector 12 Owner or the Sector 17 Owner, the following easements shall be dedicated to relevant utilities, utility districts, municipalities or other appropriate authorities by the Golf Course Parcel Owner, Golf Associates, any other tenants of the Golf Course Property and any other person or entity whose consent is needed to effect said dedications: (i) perpetual easements under the Golf Course Parcel for the construction, installation, operation, maintenance, repair, replacement and enlargement of any and all utilities serving BCE's Land, or any portion thereof, deemed necessary or desirable by the Sector 12 Owner or the Sector 17 Owner, as the case may be, in its sole and exclusive discretion, including, without limitation, any and all underground lines, underground wires, pipelines, valves, vaults, switches, meters, manholes and/or other apparatus or appurtenances necessary or convenient to provide said lands with electricity, sewers, telephone service, television reception, natural gas, water and sprinkler or irrigation service and any and all other utilities, and (ii) perpetual easements for the construction, installation, operation, maintenance, replacement, repair and enlargement of drainage facilities under the Golf Course Parcel and for the collection of storm drainage and surface water runoff and the retention thereof. In the case of easements granting a right to install manholes, the Sector 12 Owner or the Sector 17 Owner, as the case may be, shall exert reasonable efforts to cause such easements to provide that manholes, where reasonably possible, shall be installed in roughs of the Golf Course, and not in fairways or greens. The Sector 12 Owner or the Sector 17

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OWNER, as the case may be, upon undertaking development which will involve installation of utility lines through the Golf Course, will provide Golf Associates with reasonable advance notice of its intent to request grant of an easement, and will provide Golf Associates with an opportunity to comment upon plans for the installation of utilities through the Golf Course.

1.3 Costs. All costs of the construction, installation and maintenance of utilities pursuant to this Section 1 shall be borne by the Sector 12 Owner, the Sector 17 Owner or the utility district or other authority to which the easement is dedicated.

1.4 Terms of Easements. Easements dedicated pursuant to this Section 1 shall, to the extent permitted by the applicable utility district or other authority, contain the provisions set forth in Sections 1.4.1 through 1.4.7 below:

1.4.1 Access. The grantee shall have the right of access over and across the Golf Course Parcel to the location or planned location of utilities to the extent necessary or convenient for the grantee's exercise of its rights; provided, however, that the grantee's right of access shall be subject to the obligation to perform work promptly and to otherwise exert reasonable efforts to minimize the impact of the work upon the operation of the Golf Course.

1.4.2 Obstructions and Landscaping. The grantee may remove grass, trees, bushes, vegetation or other obstructions and may level and grade the surface of the Golf Course Parcel to the extent reasonably necessary to exercise its rights; provided that following any such work, the grantee shall, to the extent reasonably possible, restore the grass, restore the grade, trees, bushes or other vegetation to the condition it was in immediately prior to such work.

1.4.3 Grantor's Use of Easement Area. Golf Associates and the Golf Course Parcel Owner may use the surface over the utility for purposes not inconsistent with the use, maintenance and operation of the grantee's utilities; provided that no buildings or other structures, trees or any other matter or thing shall be erected over the grantee's utilities so as to render it unreasonably difficult or expensive to access said utilities for purposes of operation, repair and replacement; and no digging, tunneling, blasting or other activity shall be done on the Golf Course Parcel which would impair or otherwise unreasonably interfere with the operation of utilities.

1.4.4 Utility Design Reviews. The Sector 12 Owner and the Sector 17 Owner agree to have a pre-design

consultation with Golf Associates to discuss the strategy and preliminary plans for utility design and to allow Golf Associates opportunity to comment and make suggestions. Said Owners also agree to give Golf Associates a copy of the first draft final utility plans for its review and comment. All comments and suggestions shall be made in a timely manner and each Owner agrees to give reasonable consideration to such comments and suggestions. Golf Associates shall be given the opportunity (but shall not be obliged) to provide alternate locations for utilities (acceptable to the applicable jurisdiction) and, to the extent that such alternate locations are accepted and used by the respective Owners, Golf Northwest shall pay the incremental cost difference over the original plan. All final decisions with respect to the design of said utility systems, however, shall remain with the Sector 12 Owner or the Sector 17 Owner, as the case may be.

1.4.5 Relocation. Golf Associates and the Golf Course Parcel Owner shall have the right to relocate the utility (subject to the requirements of the applicable jurisdiction); provided that the Golf Associates and the Golf Course Parcel Owner shall give the grantee reasonable prior written notice and reasonable alternative locations for such utilities shall be provided. The cost of any such relocation shall be borne by the party requesting the relocation, whether Golf Associates or the Golf Course Parcel Owner.

1.4.6 Greens. The grantee shall have no easement rights across putting greens located within the Golf Course Parcel prior to obtaining Golf Associates' prior written consent.

1.4.7 Impact on Golf Course. The grantee shall exercise good faith in constructing, maintaining and repairing its utilities within the Golf Course Parcel in such a manner as to minimize the impact of such acts on Golf Course play. Prior to commencing installation of utilities through the Golf Course, the Sector 12 Owner or the Sector 17 Owner, as the case may be, shall provide Golf Associates with reasonable prior notice of intent to commence work, and shall cooperate with Golf Associates to coordinate construction work with the operation of the Golf Course so as to minimize interruption of the operation of the Golf Course to the extent consistent with construction plans and normal construction procedures.

1.5 Additional Easement Terms. In addition to the terms set forth in Section 1.4.1 through 1.4.6 above, easements granted pursuant to this Section 1 shall contain any and all other terms required by the relevant utility district or other authority.

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1.6 Cooperation. The Golf Course Parcel Owner, Golf Associates and all other persons whose interest is such that their consent is required to effect such dedications, shall execute any instrument, and perform any act, reasonably requested by the Sector 12 Owner or the Sector 17 Owner in order to effect dedication of easements pursuant to this Section 1. The Sector 12 Owner or the Sector 17 Owner, as the case may be, shall reimburse the Golf Course Parcel Owner and Golf Associates for reasonable expenses incurred in cooperating pursuant to this paragraph; provided that the Golf Course Parcel Owner and Golf Associates shall notify the Sector 12 Owner or the Sector 17 Owner, as the case may be, prior to incurring any such reimbursable expense.

1.7 Grading. All of the parties hereto acknowledge and agree that the manner in which the Golf Course Parcel has been graded and sculptured as of the date of this Agreement is acceptable to all parties and complies with the terms of the Lease. BCE further acknowledges that additional minor grading or sculpturing of the Golf Course may be desired by Golf Associates in order to enhance the quality of golf course play or in order to address safety concerns. However, Golf Associates recognizes and agrees that a significant portion of the value of lots within Sectors 12 and 17 adjoining the Golf Course results from unobstructed and open views from lots within Sectors 12 and 17 onto the fairways of the Golf Course, and that such value would be reduced or eliminated to the extent that grading or other sculpturing of the Golf Course Parcel impaired such views. Accordingly, the parties hereto agree that the manner in which the Golf Course Parcel is graded and sculptured as of the date hereof shall not be altered without the prior written consent of the Sector 12 Owner or the Sector 17 Owner, as the case may be, and in no event shall the Golf Course be further graded or sculptured in any way which would adversely affect views of the Golf Course Property from lots in Sectors 12 or 17; provided, however, that the Sector 12 Owner and the Sector 17 Owner shall consider in good faith any request from Golf Associates for approval of further grading intended to enhance safety or the quality of Golf Course play. (The foregoing acknowledgment that the grading and sculpturing of the Golf Course is acceptable and complies with the Lease assumes that such grading and sculpturing has been done within the boundaries of the Golf Course Property. This provision shall not preclude objection by the owners of Sector 12 and Sector 17, and demand by said owners for remedies, if surveys performed after the date of this Agreement determine that grading or sculpturing has been done to land within the boundaries of Sector 12 and/or Sector 17.)

1.8 Indemnity. The Sector 12 Owner or the Sector 17 Owner, as the case may be, shall fully and completely indemnify

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and hold harmless the Golf Course Parcel Owner and Golf Associates from any and all loss which may be caused by exercise of the rights under an easement granted pursuant to this Section 1, including loss arising from claims for personal injury, and loss arising from liens relating to the installation or operation of utilities; provided, however, that the foregoing indemnity shall be without any force or effect as to acts occurring from and after the date an easement is dedicated to a utility district or other relevant authority.

SECTION 2. EASEMENTS AND AGREEMENTS RELATING TO "STRIPS"
JOINING FAIRWAYS AND INTERSECTING ROADS

2.1 Strips Described. The fairways on the Golf Course Parcel are joined by strips of land approximately sixty feet wide, which strips are shown on Exhibit E hereto and which are shown on recorded survey No. 8908045001 as ingress, egress drainage and utility easements between the golf course fairways on Exhibit D attached hereto. Said strips were made part of the Golf Course Parcel in order to facilitate the platting process with the inadvertent result that portions of Sectors 12 and 17 which are within the strips have no means of access to the portions of Sectors 12 and 17 on the other side of the aforesaid strips. The parties acknowledge that the easements and agreements set forth in this Section 2 are intended to cure the aforesaid problem and to permit the Sector 12 Owner and the Sector 17 Owner to build roads which cross the strips and to install utilities beneath the strips.

2.2 Easement For Construction and Maintenance of Roads. The parties hereto acknowledge that Sector 12 and Sector 17 must have a road network which provides complete and uninterrupted access to the single family residential development contemplated in Sectors 12 and 17. Accordingly, BCE and Golf Associates hereby create, for the benefit of BCE's Land, a perpetual easement over, across and under the strips shown on Exhibit E for the design, construction, maintenance and repair of roads and associated improvements. The Sector 12 and 17 Owners shall have access to the strips and the other portions of the Golf Course Parcel necessary to exercise the rights granted by this Section 2. BCE and Golf Associates further declare, for the benefit of BCE's Land, a perpetual easement for ingress and egress by vehicular and pedestrian traffic over and across the aforesaid strips. The Sector 12 and 17 Owners shall have the right pursuant to this easement to construct and maintain roads over any portion of the strips selected by said owners, in their sole and exclusive discretion. Golf Associates acknowledges that the construction of roads pursuant to this easement will require a considerable amount of time and will impact the operation of the Golf Course

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in various ways, including the use of alternative paths from one fairway to another during various portions of the construction process. The Sector 12 Owner and the Sector 17 Owner shall attempt in good faith to minimize impact upon the Golf Course to the extent consistent with construction plans and customary construction procedures.

2.3 Dedication of Road Network. The parties hereto acknowledge their awareness that BCE intends that the roads constructed in Sectors 12 and 17 will be dedicated to Snohomish County as public roads at some time in the future. Accordingly, the Golf Course Parcel Owner and Golf Associates shall dedicate the portions of the strips which intersect the road network and become part of the right of way of said roads to Snohomish County concurrently with the dedication of the road right of ways to Snohomish County by the Sector 12 and 17 Owners, and the Golf Course Parcel Owner and Golf Associates shall cooperate in any other way reasonably requested by the Sector 12 and 17 Owners in order to effect such dedication; provided, however, that such dedication shall reserve to Golf Associates such easement rights as may be necessary for the construction and maintenance of utilities serving the Golf Course Parcel.

2.4 Road Crossings and Other Improvements.

2.4.1 Crossings.

(a) Golf Associates shall construct, install, and pay for the cost of improvements connected with or associated with the golf crossings to be built at grade, over, or under the roads which the Sector 12 Owner and the Sector 17 Owner will construct and dedicate to Snohomish County as part of the development of residential lots in Sectors 12 and Sectors 17. Golf Associates obligation pursuant to this Section 2.4.1 shall include the installation of such items as traffic control signals or devices, speed control devices, signage, street striping, tunnels, bridges, and other directly associated items such as storm drainage systems, electrical services, lighting, or such other utility installations serving said crossings; and all grading and retaining structure required to support and tie in the grade of said crossings to the site and road grades established by the Sector 12 Owner and Sector 17 Owner in accordance with their final site and road improvement plans.

(b) If tunnels are required at any crossing locations, it is agreed that said tunnels shall be designed, to the extent reasonably possible, to minimize the impact on the design and cost of the underground utilities located in the road sections impacted by said crossing, and to minimize any

negative impact on adjoining residential lots. The design of all structures and devices connected with said crossings, as pertains to appearances, shall be in good keeping with the planned golf course community.

(c) Notwithstanding any other statements contained herein to the extent tunnels are required, Golf Associates' expense for the construction of such tunnels shall be limited as follows:

(i) To the extent allowed by the applicable regulatory authority, any retaining walls to be built at the ingress and egress of the tunnel or tunnels shall be of the "ecology block" type, consisting of a properly engineered block wall support. If retaining walls of a more costly nature than ecology blocks are required by the applicable regulatory authority then the cost of such retaining walls shall be paid for by Golf Associates. If either the Sector 12 Owner or the Sector 17 Owner desires to install retaining walls of a more costly nature than ecology blocks or the type of retaining wall required by the applicable jurisdiction, if more costly than ecology blocks; then, said owner shall bear the additional cost to install such retaining walls which is in addition to the cost which would have been incurred to install an ecology block type retaining wall or the type of retaining wall required by the applicable jurisdiction, if more costly than an ecology block type wall.

(ii) To the extent that any constructed tunnel results in a reduction in the costs, particularly relating but not limited to the amount of any fill required of the Sector 12 or Sector 17 Owner and such reduction is not offset by additional costs associated with the existence of the tunnel, Golf Associates will receive a credit against the construction costs of the tunnel (or payment from the particular Owner to the extent that Golf Associates pays the total construction costs of the tunnel) in an amount equal to the savings.

2.4.2 Road Design Reviews. The Sector 12 Owner and the Sector 17 Owner agree to have a pre-design consultation with Golf Associates to discuss the strategy and preliminary plans for road and utility design in the crossing areas and to allow Golf Associates opportunity to comment and make suggestions. Said Owners also agree to give Golf Associates a copy of the first draft final road plans for its review and comment. All comments and suggestions shall be made in a timely manner and each Owner agrees to give reasonable consideration to such comments and suggestions. All final decisions with respect to the design of said roads and utility systems, however, shall remain with the Sector 12 Owner or the Sector 17 Owner, as the case may be.

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2.4.3 Construction Coordination. The Sector 12 Owner, the Sector 17 Owner and Golf Associates recognize that the construction and installation of improvements in connection with the golf crossings will have to be coordinated with the construction of the road improvements to be installed by the Sector 12 Owner and the Sector 17 Owner and that cooperation between the parties with respect to sequence and timeliness of scheduling are of the utmost importance in completing the road improvements in an efficient manner and in obtaining timely approvals as required to obtain plat approval. Golf Associates agrees to cooperate with the Sector 12 and Sector 17 Owners in working to the sequence of construction events established by the Sector 12 Owner and the Sector 17 Owner, as the case may be, and shall make every reasonable effort to complete those installations which are the responsibility of Golf Associates in accordance with the construction schedules established from time to time by the applicable Sector Owner, which schedules shall provide reasonable time for the required installations.

2.4.4 Division of Development and Preliminary Plat Approvals. It is understood that the Sector 12 Owner and Sector 17 Owner as applicants for preliminary plat approval for said sectors have the right to make decisions and to enter into agreements with Snohomish County in connection with the requirements for division of development and preliminary plat approvals and as reserved to BCE in Section 43.1 of the lease. The Sector 12 and Sector 17 Owners agree to consult with and cooperate with Golf Associates in exploring and analyzing the desirability of various crossing options; and, as requested by Golf Associates, to include Golf Associates in meetings with Snohomish County where the agenda includes the business of golf crossings; and to reasonably exert their best effort to negotiate and achieve an agreement with Snohomish County with respect to said crossings which would be acceptable to Golf Associates and to the Sector 12 and Sector 17 Owners. The Sector 12 Owner and the Sector 17 Owner prefer surface type crossings at all the proposed golf crossings and where some form of traffic control may be needed, the use of non-offensive signing and/or speed control devices. Tunnels and bridges, as well as traffic control devices with lights, bells, or operating devices are considered undesirable for the type of community envisioned.

2.4.5 County Appeals. At such time as either the Sector 12 Owner or the Sector 17 Owner, as the case may be, determines that the conditions of development obtained through the division of development process with Snohomish County, with respect to their respective preliminary plat application, are, after having exerted their best efforts, the best conditions which can be obtained, in said Owner's sole judgment; and in the event said conditions as set forth by the Director of

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Planning of Snohomish County, with respect to requirements for the golf crossings, are unacceptable to either Golf Associates or the Sector 12 Owner or the Sector 17 Owner; then, the Sector 12 Owner or the Sector 17 Owner, whichever is the applicant, agrees to appeal said decision to the Snohomish County Council. The Sector Owner which is the applicant Owner agree to cooperate with Golf Associates and the Sector Owner which is the non-applicant, and to reasonably exert said Owner's best effort towards obtaining a reversal of the unacceptable requirements.

2.4.6 Judicial Appeals. Golf Associates, the Sector 12 Owner, and the Sector 17 Owner further agrees that none of them, nor any party through or on any of their behalf, shall make any appeals, other than as provided for above, or delay in any other way, applications or processing of the Sector 12 Owner or the Sector 17 Owner, as the case may be, for any required development approvals through Snohomish County without the written approval of said Sector 12 Owner or Sector 17 Owner. It is the intention and understanding, as between the parties hereto, that one such appeal at the council level, as provided for above, is reasonable opportunity and all that shall be allowed without the written consent of the applicant Owner.

2.4.7 Jurisdictions. In the event Sectors 12 and 17 are annexed into another jurisdiction, then the references in this Section 2.4 to Snohomish County shall apply to the applicable jurisdiction.

SECTION 3. GOLF ASSOCIATES CONSENT

Golf Associates and, in its capacity as general partner of Golf Associates, Golf Northwest, hereby consent and agree to join in the easements and agreements set forth in Section 1 and Section 2.

SECTION 4. DEVELOPMENT CONTROLS REGARDING GOLF COURSE

4.1 Retention of Rights. Notwithstanding the conveyance of the Golf Course Parcel to Harbour Pointe Partnership and any future transfer of the Golf Course Parcel from Harbour Pointe Partnership to Golf Associates, the Sector 12 Owner and the Sector 17 Owner shall possess all rights with regard to construction and maintenance of the Golf Course which are reserved to the Lessor under the Lease to the extent such rights relate to BCE's Land. Without limiting the generality of the foregoing, the parties agree as follows:

4.1.1 Fairway Lots. Golf Associates understands and agrees that the condition of the golf course which adjoins the Sector 12 Owner's and the Sector 17 Owner's proposed single family residential fairway lots in Sectors 12 and 17 is of concern to the Sector 12 Owner and the Sector 17 Owner. Consequently, the golf course areas which adjoin such residential lots shall be maintained in a "park-like" condition, to the maximum extent possible. Golf Associates has disclosed to the Sector 12 Owner and the Sector 17 Owner certain areas where it intends to leave some natural understory vegetation and "hazard" areas in accordance with the golf course architect's design recommendations or environmental mitigation measures required by governmental agencies. Golf Associates agrees to vegetate and maintain those sides of the golf course fairways which adjoin the Sector 12 Owner's and the Sector 17 Owner's fairway lots in Sectors 12 and 17 in accordance with the foregoing. This obligation may be satisfied by thinning the existing trees as provided in paragraph 11.5 of the Lease and by planting grass which may be maintained as "rough" or "fairway," and cut to the length reasonably determined by Golf Associate's golf course superintendent, subject to unusual terrain which makes such grass or its maintenance impractical or not feasible. The condition of the Golf Course Property adjoining the fairway lots shall be subject to the approval of the Sector 12 Owner and the Sector 17 Owner, which shall not be unreasonably withheld. If the condition of the Golf Course Property adjoining fairway lots does not meet the reasonable satisfaction of the Sector 12 Owner and the Sector 17 Owner, Golf Associates agrees to improve the condition in a timely manner to the reasonable satisfaction of the Sector 12 Owner and the Sector 17 Owner.

(a) Fences. Fencing shall be regulated as described in Paragraph 8(a) and (b) herein.

(b) Restrictive Covenants. Restrictive covenants shall be controlled by Section 8 hereof.

4.1.2 Golf Associates' Discretionary Rights. Golf Associates shall have the sole and absolute right to determine which trees shall be removed and which shall remain on the Golf Course Property. The Sector 12 Owner and the Sector 17 Owner understand and agree that golf course design criteria may dictate the desirability of removing or retaining any particular tree. The Sector 12 Owner and the Sector 17 Owner further confirm their general policy that removal of trees from the Golf Course Property is desirable to the extent it opens up views and vistas which benefit the Sector 12 Owner and the Sector 17 Owner's remaining property which abuts the Golf Course Property. Golf Associates agrees to cooperate

reasonably with the Sector 12 Owner and the Sector 17 Owner as to the removal of particular trees which the Sector 12 Owner and the Sector 17 Owner may desire to remove in order to decrease view obstructions; provided, however, that if the parties are unable to agree as to the removal of a particular tree, either party may submit the matter to Arbitration as provided in Paragraph 4.6 below. Golf Associates may also remove trees from areas which have been identified by the Sector 12 Owner and the Sector 17 Owner as the sites for future roads and Golf Associates may use such road sites in the tree removal and golf course construction process.

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4.1.3 Condition of Golf Course Property Adjoining Golf Course Lots. Golf Associates agrees to thin the trees, and to remove new trees which may grow in the future, from the sides of the fairways which abut fairway lots on Sectors 12 and 17 to the Sector 12 Owner and the Sector 17 Owner's satisfaction. Golf Associates agrees to consult with the Sector 12 Owner and the Sector 17 Owner concerning the selection of trees to be removed as well as trees to remain in these areas. The thinning and tree topping process shall give due regard to the Sector 12 Owner and the Sector 17 Owner's interest of opening up the golf course views to the adjoining fairway lot owners and Golf Associates' interest of golf course design factors including aesthetics and safety considerations. If the parties cannot agree, the arbitration provisions of Paragraph 4.6 shall apply.

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4.1.4 Grading Plans. Grading shall be controlled by Paragraph 1.7 hereof.

4.1.5 Golf Associates' Water Rights. Subject to applicable laws and regulations, and Chevron's rights of record, and Golf Associates obtaining all applicable governmental approvals, the Sector 12 Owner and the Sector 17 Owner agree that Golf Associates shall have the right to dig water wells, to construct a pump house, water storage and/or detention areas, water distribution facilities and an irrigation system on the Golf Course Property, all at Golf Associates' sole cost and expense. Golf Associates may also contract with the local water purveyor for water service at Golf Associates' option. Pump houses shall be screened from view of residential development, including measures to satisfactorily insulate nearby residential dwellings from any noise resulting from the operation of the pumps. All structures must be approved by the Sector 12 Owner and the Sector 17 Owner, and such approval will not be unreasonably withheld.

4.1.6 Golf Associates' Duties. Golf Associates shall not permit, commit nor suffer waste, and shall at all

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times during the term hereof, and at Golf Associates' sole cost and expense, keep, maintain and repair the golf course, buildings and Golf Associates' other improvements in good and sanitary order and condition including, without limitation, the maintenance and repair of exterior walls, roofs and sidewalks and all doors, window casements, glazing, heating and air conditioning systems, plumbing, pipes, electrical wiring and conduits. Golf Associates covenants and agrees to construct and maintain a golf course on the Golf Course Property in a first-class condition comparable to other similar open-to-the-public privately-owned golf courses in the area such as Port Ludlow and Bear Creek on the date of this Agreement; provided, however, all parties understand that the golf course will be going through a maturation process during the first three years following construction in such critical areas as grass and tree development and growth, and that accordingly, Golf Associates will use its best efforts to have the golf course to these comparable standards as quickly as practical.

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4.1.7 The Sector 12 Owner and the Sector 17 Owner's Absolute Rights. The Sector 12 Owner and the Sector 17 Owner shall have the absolute right to remove trees necessary for the construction of the Sector 12 Owner and the Sector 17 Owner's utilities. However, the Sector 12 Owner and the Sector 17 Owner agree to advise Golf Associates of its tree removal plans prior to removing trees on the Golf Course Property. The Sector 12 Owner and the Sector 17 Owner further agree to pay for and to make reasonable restoration of the Golf Course Property, giving due regard to safety screening and golf course design factors in the removal and/or replacement of trees or other physical features.

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4.1.8 The Sector 12 Owner and the Sector 17 Owner's Right to Pay. If Golf Associates shall fail to make or perform any payment or act on its part to be made or performed under this Agreement, then the Sector 12 Owner and the Sector 17 Owner may (but need not) on not less than ten (10) days' notice to Golf Associates (except in the case of emergency in which case no notice shall be required) but without waiving any default or releasing Golf Associates from any obligation, make such payment or perform such act for the account and at the cost and expense of Golf Associates. All amounts so paid by the Sector 12 Owner and the Sector 17 Owner and all necessary and incidental costs and expenses (including attorneys' fees and expenses) incurred in connection with the performance of any such act by the Sector 12 Owner and the Sector 17 Owner, together with interest at the rate of Seafirst prime rate plus two percent (2%) per annum from the date of the making of such payment or of the incurring of such costs and expenses by the Sector 12 Owner and the Sector 17 Owner, shall

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be payable by Golf Associates to the Sector 12 Owner and the Sector 17 Owner within ten (10) days of demand.

4.1.9 Golf Associates to Cooperate. Golf Associates shall, should the Sector 12 Owner and the Sector 17 Owner so request, promptly join with the Sector 12 Owner and the Sector 17 Owner in the execution of such documents as may be appropriate to assist the Sector 12 Owner and the Sector 17 Owner to implement any action of the Sector 12 Owner or the Sector 17 Owner as set forth in Section 43.1 of the Lease. Golf Associates covenants that neither it, nor its employees or agents shall object to or oppose any land use or other governmental approval sought by the Sector 12 Owner and the Sector 17 Owner or other efforts made by the Sector 12 Owner and the Sector 17 Owner to use or develop the BCE property.

4.2 Developmental Controls. The Lease provides in Article 9 that the Lessor will exert the development controls described above during the term of the Lease, and the Lease contemplates (in Section 29.8) that after Golf Associates' purchase of the Golf Course, restrictive covenants would be recorded regulating the Golf Course on a permanent basis. The parties hereto acknowledge and agree that the development controls set forth in this Section 4.1 shall govern operation of the Golf Course from and after the date of this Agreement as pertains to Sections 12 and 17, and that this Section 4 constitutes the permanent restrictions contemplated by Section 29.8 of the Lease, attached hereto as Exhibit H.

4.3 Homeowner Association Rights. As provided in Section 6, homeowner's associations shall assert their rights under this Agreement against the Golf Course subject to the terms of Section 29.8 of the Lease.

4.4 Fences. The parties hereto agree that fencing along the boundary of the Golf Course and fairway lots would be undesirable in that it could substantially destroy the open park like atmosphere which is a valuable aesthetic factor to both the Golf Course and the fairway lots. However, in the event either the Sector 12 Owner, the Sector 17 Owner or Golf Associates should feel that there are compelling reasons for constructing fences along said boundaries; then it is agreed as follows:

(a) BCE and Golf Associates hereby agree that a fence designed as shown on Exhibit F may be built by either Golf Associates or the Owners of Sectors 12 and 17 along the boundary line between the Golf Course and fairway lots, and an owner of a fairway lot may construct a rear yard fence conforming to said Exhibit F at any point within the rear twenty (20) foot area of said lot adjoining the Golf Course.

(b) Any alternative fence design constructed by the Golf Associates, or constructed by an owner of a fairway lot within the rear twenty (20) feet of the rear yard of said lot, shall be subject to the mutual agreement of the Sector 12 Owner or the Sector 17 Owner, as the case may be, and Golf Associates.

4.5 Reasonableness Standard. The Sector 12 Owner and the Sector 17 Owner shall exercise the approval powers set forth in Section 4.1 in a reasonable manner.

4.6 Arbitration. In the event of any dispute between Golf Associates and the Sector 12 Owner or the Sector 17 Owner related to any approval rights set forth in Section 4, then at the request of either party, the dispute shall be resolved in Snohomish County by three (3) disinterested arbitrators, one chosen by the Sector 12 Owner or the Sector 17 Owner, one by Golf Associates and the third by the first two arbitrators. Each party shall bear the fees of the arbitrator it selects, and all other fees and costs shall be borne equally by the parties. The decision of any two of the arbitrators shall be a final and conclusive resolution. The rules of the American Arbitration Association, or any successor thereto, shall apply.

4.7 Independence of Obligations. The rights of the Sector 12 Owner and the Sector 17 Owner set forth in this Section 4 shall exist under this Agreement independent of the existence or validity of the Lease.

SECTION 5. GOLF CLUB MEMBERSHIPS

If Golf Associates should at any time cause the Golf Course to become a private facility, Golf Associates agrees to offer membership rights to residential property owners within the Harbour Pointe master planned community on the terms and conditions provided for in Section 10.4 of the Lease. This provision shall survive the expiration or termination of the Lease, including any termination caused by a purchase of the Golf Course Property by Golf Associates pursuant to the Lease.

SECTION 6. RIGHTS AFTER SALE BY BCE OR PURCHASE BY GOLF ASSOCIATES

Approval Rights after Sale by BCE. Any homeowners' association for Sector 12 or Sector 17 exercising the rights of the Sector 12 Owner or the Sector 17 Owner under this Agreement shall exercise such rights as provided in Section 29.8 of the Lease.

SECTION 7. RELOCATION OF 13th GREEN

As of the date of this agreement, BCE is uncertain as to whether or not the road designated as Central Avenue on the approved sector plan for Sectors 12 and 17 will be constructed between the 13th green and the 14th tee of the Golf Course. Golf Associates has communicated to BCE an interest in using portions of the land presently within the right of way of the proposed Central Avenue for relocation of the 13th green. Accordingly, if the Sector 12 Owner determines, in the Sector 12 Owner's sole and exclusive discretion, that the Sector 12 Owner does not desire to construct Central Avenue between the 13th green and the 14th tee, then the Sector 12 Owner may, in the Sector 12 Owner's sole and exclusive discretion, permit Golf Associates to exchange, on an equal square footage basis, land presently situated within the Golf Course Parcel for land within the proposed right of way of Central Avenue. The provisions of this Section 7 are intended only to provide a written record of BCE's belief that the aforesaid exchange of land may be in the best interest of both Golf Associates and BCE's successor or assigns if a decision is made to forego construction of Central Avenue for independent reasons. This Section 7 shall not bind BCE, the Sector 12 Owner, Golf Associates or any other person or entity in any way. If BCE or its successors or assigns elects to effect the exchange, (i) the terms and conditions, including the choice of land to be received by the Sector 12 Owner, shall be mutually acceptable to Golf Associates and BCE or its successors and assigns, and (ii) the Sector 12 Owner shall have the right to retain easements for utilities, drainage, ingress and egress and any other matters deemed necessary or desirable.

SECTION 8. COVENANTS, CONDITIONS AND RESTRICTIONS REGULATING BCE'S LANDS.

Prior to any sale of any residential lot within BCE's Land, an owner of the tract which includes the lot shall have recorded covenants, conditions and restrictions (the "Declarations") establishing a homeowner's association for an area which includes the lot. All such covenants, conditions and restrictions shall include provisions to the following effect:

(a) Under no circumstances may a building or other structure be located nearer to the property lines dividing the Golf Course from residential lots than twenty (20) feet without prior written approval of the architectural control committee created by the Declarations (the "Architectural Control Committee") and Golf Northwest.

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(b) No rear yard fence may be constructed on any fairway lot closer than twenty (20) feet to the rear property line without prior written approval of the Architectural Control Committee and Golf Associates, except a fence approved by the terms of a Covenant Agreement, dated _____, 1989, among BCE Development, Harbour Pointe Limited partnership and Golf Associates.

(c) The owners shall use their respective properties to their own enjoyment in such a manner as to not offend or to detract from other owners' enjoyment of their own respective properties, and not to offend or detract from the enjoyment of golfers utilizing the Golf Course.

(d) No domestic animals, including dogs, shall be allowed to roam loose outside the limits of the residential lot or building site on which they are kept.

(e) No lot, tract or open space shall be used as a dump or storage place for trash or rubbish of any kind. All garbage and other wastes shall be kept in appropriate sanitary containers for proper disposal and properly screened from view. Yard rakings, such as rocks, lawn and shrubbery clippings, and dirt and other materials resulting from landscaping work shall not be dumped into public streets or ditches or open spaces, nor onto any portion of the Golf Course including, but not limited to, unimproved areas, hazards, roughs, fairways, greens or tees. Should any individual owner or contract purchaser fail to remove any such trash, rubbish, garbage, yard rakings and other such material from his property, or the street, ditches, or Golf Course properties adjacent thereto, within ten (10) days following the date on which notice is mailed to him by the Declarant, the Association, or Golf Associates informing him of such violation, then the Declarant, Association, or Golf Associates may have said trash removed and charge the expense of such removal to said lot owner or purchaser. Any such charge shall become a continuing lien on the property, which shall bind the property in the hands of the then owner or contract purchaser of the lot, building site or tract involved on the date of removal.

(f) No noxious or offensive activity shall take place on any Lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No trucks, motor homes, mobile homes, campers, trailers, boats, recreational vehicles or inoperable cars shall be stored on any property governed by this Declaration within view of any roadway, residential Lot or Golf Course property.

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(g) No owner or contract purchaser of any residential lot shall permit any vehicle owned by him or any member of his family, or by any acquaintance, and which is in an extreme state of disrepair, to be abandoned or to remain parked on any lot, tract or open space in excess of forty-eight (48) hours. Should any such owner or contract purchaser fail to remove such vehicle within two (2) days following the date on which notice is mailed to him by the Declarant, the Association, or the Golf Associates informing him of a violation of this provision, the Developer or the Association may have such vehicle removed and charge the expense of removal to said owner or purchaser in accordance with the provisions of the immediately preceding paragraph. A vehicle shall be deemed to be in an extreme state of disrepair when, in the opinion of the Architectural Control Committee, its presence offends the reasonable sensitivities of the occupants of the neighborhood.

(h) The Declarant, Association, Golf Associates, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration. This right of enforcement shall be limited to the property contained within the plat in which such Owner's Lot is located and, for the Association, to the property within the plat which the specific Association governs. Failure by the Association, or by an Owner, to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The violator(s) shall be responsible for all costs incurred in enforcing the Declaration, including reasonable attorneys' fees. An Association may add any such costs due it to the next regular annual assessment of the offending Owner(s).

(i) The Associations, their officers, Boards of Directors, architectural control committees, Golf Associates and any agents or employees shall not be liable to any person for acts and omissions done in good faith, in the interpretation, administration and enforcement of these covenants.

(j) Declarant and the Golf Associates hereby disclose to owners and purchasers of lots, and particularly lots adjoining the Golf Course, that an active, eighteen hole golf course is being constructed on the Golf Course property. Said golf course will be open to the public and is expected to receive heavy play by golfers of a wide range of skill levels. The Declarant and Golf Associates hereby place on notice the owner and purchaser of each lot situated within the immediate vicinity of the Golf Course that golf will be played on the Golf Course Property regularly and continuously during all daylight hours, that various maintenance activities including

RECORDED BY SNOHOMISH COUNTY AUDITOR. BEAVER HILL.

operation of irrigation systems and mowing equipment will occur on an ongoing basis; that golf balls frequently fly in varying directions and may land within a lot outside the boundaries of the golf course; that golf balls are hard and can cause damage to property and bodily injury to individuals who may be struck by such golf balls. Each owner is encouraged to take into consideration the existence of the golf course, the potential lines of flight of wayward golf shots, and other pertinent factors relating to the golf course, in the construction and siting of improvements and landscaping on said property.

SECTION 9. DRAINAGE

9.1. Golf Associates shall establish and maintain adequate facilities to control the drainage requirements of the Golf Course Property. Golf Associates may discharge drainage lines into master drainage facilities maintained by the Sector 12 Owner and/or the Sector 17 Owner or any other stormwater drainage facilities or natural drainage facilities which may be available; provided, however, that neither the Sector 12 Owner nor the Sector 17 Owner shall be obligated to construct oversize drainage facilities to accommodate drainage from the Golf Course Property. Golf Associates shall not permit any water to invade Sector 12 or Sector 17 or Harbour Pointe Partnership's Lands.

9.2. The Sector 12 Owner and the Sector 17 Owner shall establish and maintain adequate facilities to control the drainage requirements of their lands adjoining and abutting the Golf Course Property, and the Sector 12 Owner and the Sector 17 Owner shall use reasonable good faith efforts to prevent any water from invading the Golf Course Property. Golf Associates may discharge its drainage onto any master drainage facility established by the Sector 12 Owner or the Sector 17 Owner, provided the discharge is approved by the appropriate governmental authority.

SECTION 10. OPEN SPACE

It is recognized by the parties hereto that a portion of the open space for Sector 17 (the "Open Space Parcel"), as shown on Exhibit G, and which was incorporated into the Sector plan approved by Snohomish County for Sector 17, was inadvertently included in the Golf Course Parcel. The parties hereto agree that said open space parcel, as shown on Exhibit G, shall be conveyed to the Owner of Sector 17 and that the parties hereto agree to execute all necessary documents required to accomplish this result without cost to the Owner of Sector 17. Specifically, Golf Associates agrees promptly upon

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the request of the owner of Sector 17 to enter into an amendment to the lease covering the golf course removing the Open Space Parcel from the property demised by the lease. The owner of the Open Space Parcel agrees to sign the final plat for that phase of Sector 17 in which said Open Space Parcel is included to effect the segregation of said parcel, and immediately after the recording of said plat to convey said Open Space Parcel to the Sector 17 Owner free and clear of any encumbrances thereon.

SECTION 11. MISCELLANEOUS

11.1 Notices. Except as otherwise specifically set forth herein, any demand, request or notice which either party hereto desires or may be required to make or deliver to the other shall be in writing and shall be deemed given when personally delivered, or when delivered by private courier service that customarily delivers on the same or the next business day, or three (3) days after being deposited in the United States Mail, in registered or certified form, return receipt requested, addressed as follows:

To BCED: BCE Development Inc.
Attn: Mr. William B. Seith,
Senior Vice President
1 Park Plaza, Suite 1000
Irvine, CA 92714

with a copy to: Tousley Brain
Attn: Russell F. Tousley, Esq.
720 Olive Way, Suite 700
Seattle, WA 98101

To Harbour Pointe Limited Partnership: Harbour Pointe Limited Partnership
Attn: Dennis B. Vrabek
4702 Harbour Pointe Boulevard
Everett, WA 92714

with a copy to: Ferguson & Burdell
Attn: Michael D. Ross, Esq.
500-108th Avenue N.E., Suite 2100
Bellevue, WA 98004

To Golf Associates: Harbour Pointe Golf Associates
L.P.
Attn: Edward Hansen
P.O. Box 6699
Lynnwood, WA 98036-6699

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To Golf Northwest, Inc. Golf Northwest, Inc.
Attn: Edward Hansen
P.O. Box 6699
Lynnwood, WA 98036-6699

or to such other address and person as either party may communicate to the other by like written notice.

11.2 Entire Agreement. This Agreement contains the entire understanding between the parties and supersedes any prior understandings and agreements between them respecting the subject matter hereof. There are no other representations, agreements, arrangements or understandings, oral or written, between and among the parties hereto or any of them, relating to the subject matter of this Agreement. No amendment of or supplement to this Agreement shall be valid or effective unless made in writing and executed by the parties hereto.

11.3 Parties - Golf Northwest and Golf Associates. At the time of the execution and delivery of the Lease, Golf Associates was not yet formed and Golf Northwest entered into the Lease on behalf of Golf Associates. Golf Northwest and Golf Associates hereby agree that each shall be jointly and severally bound by each and every obligation of either Golf Northwest or Golf Associates under this Agreement.

11.4 Construction. The headings and subheadings throughout this Agreement are for convenience and reference only and the words contained in them shall not be held to expand, modify, amplify or aid in the interpretation, construction or meaning of this Agreement. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identification of the person or persons, firm or firms, corporation or corporations may require. "Person" shall mean an individual, firm, association, corporation, trust or any other form of business or legal entity. The locative adverbs "herein", "hereunder", "hereto", "hereby", "hereinafter", etc., whenever the same appear herein, mean and refer to this Agreement in its entirety and not to any specific section or subsection hereof. Any reference herein to "days" means consecutive calendar days. All parties hereto have been represented by legal counsel in this transaction and accordingly hereby waive the general rule of construction that an agreement shall be construed against its drafter.

11.5 Attorneys' Fees. In the event of litigation between the parties hereto, declaratory or otherwise, in connection with or arising out of this Agreement, the prevailing party shall recover its costs and attorneys' fees actually incurred, including for appeals, which shall be

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determined and fixed by the court as part of the judgment. The parties covenant and agree that they intend by this Section 10.5 and by any other reference in this Agreement to attorneys' fees, to compensate for attorneys' fees actually incurred by the prevailing party to the particular attorneys involved at such attorneys' then normal hourly rates and that this Section 10.5 shall constitute a request to the court that such rate or rates be deemed reasonable.

11.6 Additional Documents. Each party agrees to take such action and to execute, acknowledge and deliver any and all documents and instruments as are contemplated herein to carry out the purposes of this Agreement.

11.7 Binding. This Agreement shall run with the land and inure to the benefit of and be binding upon the successors and assigns of Golf Associates and Harbour Pointe Partnership, and the Sector 12 Owner and the Sector 17 Owner as defined in Section 1. Various provisions of this Agreement contain statements to the effect that terms shall run with the land and/or bind the successors and assigns of the parties hereto. Such statements are made for emphasis and shall not be construed as altering the fact that each and every term of this Agreement shall run with the land and shall bind, and inure to the benefit of, the successors and assigns of the parties hereto.

11.8 Counterparts. This Agreement may be executed in any number of counterparts and all counterparts shall be deemed to constitute a single agreement. The execution of one counterpart by any party shall have the same force and effect as if that party had signed all other counterparts.

11.9 Governing Law. This Agreement shall be governed by and interpreted in accordance with Washington Law.

11.10 Continuing Validity of Lease. The parties acknowledge and agree that their intent in entering into this Agreement was to resolve certain matters which the Lease contemplated would be resolved in the future, to clarify certain other provisions of the Lease, and in other cases, to supplement the terms of the Lease. Such amplification and clarification shall not be construed as altering the continuing validity of the Lease, the leasehold estate of Golf Associates thereunder, and the rights of BCE as lessor under the Lease. Further, the parties agree that in entering into this Agreement, there was no intent to terminate or supercede rights relating to matters not addressed by this Agreement. Accordingly, in the event that a party hereto subsequently asserts a right set forth in the Lease regarding a matter not addressed by this Agreement, in no event shall the existence of

this Agreement be interpreted as precluding the assertion of such right.

BCE:

BCE DEVELOPMENT INC.,
a Delaware corporation

By: [Signature]
William B. Seith,
Senior Vice President

By: _____
Daniel T. Gray,
General Manager-Finance

HARBOUR POINTE PARTNERSHIP:

HARBOUR POINTE LIMITED PARTNERSHIP,
a Washington limited partnership

By: BELLBEK CORPORATION,
a Washington corporation, as
General Partner

By: [Signature]
Dennis Vrabel,
President

GOLF ASSOCIATES:

HARBOUR POINTE GOLF ASSOCIATES, LP,
a Washington corporation

By: Golf Northwest, Inc.,
a Washington corporation, as
General Partner

By: [Signature]
Edward D. Hansen,
President

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GOLF NORTHWEST:

GOLF NORTHWEST, INC.,
a Washington corporation

By Edward D. Hansen
Edward D. Hansen,
President

STATE OF WASHINGTON)
CALIFORNIA)
COUNTY OF KING) ss.
ORANGE)

I certify that I know or have satisfactory evidence that William B. Seith signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Senior Vice President of BCE Development Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 8/22/89

CATHLEEN WHITE
STATE OF WASHINGTON
NOTARY - e - PUBLIC
My Commission Expires 09-02-92

Cathleen White
(Signature)

Notary Public
Title
My appointment expires 1992

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STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

I certify that I know or have satisfactory evidence that Daniel T. Gray signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the General Manager-Finance of BCE Development Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

(Signature)

Title
My appointment expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

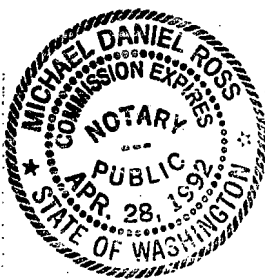
I certify that I know or have satisfactory evidence that Dennis Vrabek signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of Bellbek Corporation, as the General Partner of Harbour Point Limited Partnership to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 8/25/89



(Signature)

Title
My appointment expires 4/23/92



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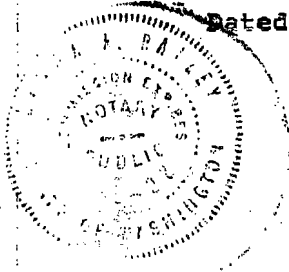
STATE OF WASHINGTON)

COUNTY OF KING (Shohomish)

) ss.

I certify that I know or have satisfactory evidence that Edward D. Hansen signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of Golf Northwest, Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: August 22, 1989.



L. A. Bailey
(Signature)

Notary Public residing at Seattle
Title

My appointment expires 5-2-92

EXHIBIT "A"
GOLF COURSE PROPERTY
Part I
(East Nine Holes)

This legal description embraces Holes 1 through 9 within one parcel.

A portion of Sections 21, and 28, Township 28 North, Range 4 East, W.M., described as follows:

Commencing at the S 1/4 corner of said Section 21; thence N88°00'03"W along the south line thereof 1000.33 feet to the True Point of Beginning; thence N61°54'08"E 134.74 feet; thence N81°26'12"E 1309.60 feet; thence N88°26'19"E 482.42 feet; thence S19°09'05"E 219.66 feet; thence S17°30'54"E 121.29 feet to Point "A"; thence S72°29'06"W 598.58 feet; thence S52°07'30"W 228.04 feet; thence S1°41'05"E 680.29 feet; thence S26°33'54"W 313.05 feet; thence S1°01'21"W 996.64 feet to the northerly boundary of that certain tract of land retained by Chevron Land Company; thence S88°00'00"W 100.69 feet to the northwest corner of said tract; thence S2°00'00"E 212.08 feet to the southwest corner of said tract; being also the northerly right-of-way margin of Harbour Pointe Boulevard; thence S81°06'37"W along said right-of-way margin 97.07 feet to Point "B"; thence N21°54'08"W 662.14 feet; thence S87°32'45"W 360.0 feet; thence N39°31'26"W 717.16 feet; thence N70°33'36"W 180.28 feet; thence S81°04'31"W 545.72 feet to the easterly right-of-way margin of Harbour Pointe Blvd.; thence N17°30'06"W, along said right-of-way margin, 450.0 feet; thence N72°29'54"E 195.0 feet; thence N7°25'24"W 127.92 feet to Point "C"; thence N71°33'54"E 31.62 feet; thence N17°26'50"E 183.44 feet; thence N33°51'49"E 457.63 feet; thence N61°54'08"E 534.09 feet to the True Point of Beginning;

TOGETHER WITH easements for golf course maintenance and usage, over, under and across strips abutting the outer boundaries of certain holes described as follows:

Holes No. 1, No. 2, and No. 3: Beginning at Point "C"; thence along the arc of a curve to the right, the radius center of which lies S78°19'26"E 1167.18 feet distant, through a central angle of 50°12'22" an arc distance of 1022.76 feet; thence N61°52'56"E 322.06 feet; thence N82°22'44"E 1836.08 feet; thence S18°12'07"E 105.0 feet; thence S88°26'19"W 504.85 feet; thence S81°26'12"W 1309.60 feet; thence S61°54'08"W 668.82 feet; thence S33°51'49"W 457.63 feet; thence S17°26'50"W 183.44 feet; thence S71°33'54"W 31.62 feet to said Point "C", the point of beginning.

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ALSO Holes No. 1 and Hole No. 5: Beginning at Point "A"; thence S72°29'06"W 598.58 feet; thence S52°07'30"W 228.04 feet; thence S1°41'05"E 680.29 feet; thence S26°33'54"W 313.05 feet; thence S1°01'21"W 996.64 feet to the northerly boundary of that certain tract of land retained by Chevron Land Company; thence N88°00'00"E along said boundary 29.37 feet; thence N6°05'27"E 1304.99 feet; thence N24°38'30"E 239.84 feet; thence N4°45'49"W 421.46 feet; thence N53°05'14"E 266.40 feet; thence N72°02'23"E 476.45 feet; thence N17°30'54"W 34.66 feet to said Point "A", the point of beginning.

ALSO Holes No. 6, No. 8 and No. 9: Beginning at Point "B"; thence S81°06'37"W, along the northerly right-of-way margin of Harbour Pointe Blvd., 66.71 feet; thence N21°54'08"W 622.35 feet; thence S87°32'45"W 350.32 feet; thence N42°52'44"W 688.96 feet to a point of curvature, the radius center of which bears S47°07'16"W 270.0 feet distant; thence along the arc of a curve to the left through a central angle of 64°37'22" an arc distance of 304.53 feet; thence S72°29'54"W 359.84 feet to the easterly right-of-way margin of Harbour Pointe Blvd.; thence N17°30'06"W, along said right-of-way margin, 110.0 feet; thence N81°04'31"E 545.72 feet; thence S70°33'36"E 180.28 feet; thence S39°31'26"E 717.16 feet; thence N87°32'45"E 360.0 feet; thence S21°54'08"E 662.14 feet to said Point "B", the True Point of Beginning.

Part II
(West Nine Holes)

This legal description embraces Holes 10 through 18 within Sectors 12 and 17:

Those portions of the South half of the Southeast quarter and of the Southeast quarter of the Southwest quarter of Section 20, the Southwest quarter of the Southwest quarter of Section 21, the West half of the Northwest quarter and the West half of the Southwest quarter of Section 28, and the East half of Section 29, Township 28 North, Range 4 East, W. M. in Snohomish County, Washington, described as follows:

Tract "C" as shown on Survey dated August 3, 1989 and recorded under Auditors File No. 8908045001, records of Snohomish County, Washington; LESS that portion identified as the School Site; and LESS the 1.0 foot strip paralleling Harbour Pointe Boulevard which joins the School Site to that portion of Tract "C" shown as the Fairway No. 18.

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RECORDED BY STATION 14 COURT APPOINTED

United-Intentionally.

EXHIBIT 1

RECORDED BY SNOHOMISH COUNTY AUDITOR. DEAN V. WILLY

Part I
(Sector 12)

HARBOUR POINTE SECTOR 12
REVISED FROM SURVEY UNDER ADDITOR'S NO. 8908045001:

THOSE PORTIONS OF THE SOUTH HALF OF THE SOUTHEAST QUARTER AND OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20, THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 21, THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 28 AND THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 28 NORTH, RANGE 4 EAST, W.M. IN SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 20 ON THE NORTH BOUNDARY OF THE PLAT OF WINDANOTIDE ADDITION AS RECORDED IN VOLUME 12 OF PLATS, PAGE 49, RECORDS OF SAID COUNTY; THENCE NORTH 88°48'08" WEST ALONG SAID NORTH BOUNDARY 206.27 FEET; THENCE NORTH 4°59'50" EAST 409.48 FEET; THENCE NORTH 23°44'56" WEST 110.23 FEET; THENCE NORTH 14°36'21" EAST 128.64 FEET; THENCE NORTH 4°04'25" WEST 166.89 FEET TO THE MOST SOUTHEASTERLY CORNER OF LOT 4 ON THE BOUNDARY OF HARBOUR POINTE SECTOR 11 BUSINESS PARK, AS RECORDED IN VOLUME 47 OF PLATS, PAGES 177 THROUGH 179, RECORDS OF SAID COUNTY; THENCE DUE NORTH ALONG SAID PLAT BOUNDARY 261.84 FEET; THENCE DUE EAST ALONG SAID PLAT BOUNDARY AND THE EASTERLY PROLONGATION THEREOF, A TOTAL DISTANCE OF 441.81 FEET TO THE MOST NORTHWESTERLY CORNER OF THAT CERTAIN TRACT OF LAND DESIGNATED AS "CENTRAL RAVINE" ON SURVEY MAP RECORDED UNDER RECORDING NO. 7812270293 IN BOOK 8 OF SURVEYS, PAGES 296 AND 297, RECORDS OF SAID COUNTY; THENCE IN A GENERAL EASTERLY DIRECTION ALONG THE BOUNDARY OF SAID RAVINE BY THE FOLLOWING COURSES AND DISTANCES: SOUTH 24°37'17" WEST 229.66 FEET, SOUTH 76°31'58" EAST 276.70 FEET, SOUTH 66°40'07" EAST 187.94 FEET, NORTH 85°19'08" EAST 239.50 FEET, SOUTH 84°47'28" EAST 209.61 FEET, NORTH 75°51'01" EAST 149.61 FEET, SOUTH 87°15'34" EAST 118.10 FEET, NORTH 86°40'55" EAST 111.98 FEET, NORTH 73°50'15" EAST 345.19 FEET, SOUTH 59°50'01" EAST 170.13 FEET, SOUTH 87°42'41" EAST 227.92 FEET, SOUTH 68°34'21" EAST 122.65 FEET, NORTH 74°14'02" EAST 132.82 FEET, SOUTH 64°30'55" EAST 151.86 FEET, SOUTH 74°44'44" EAST 195.36 FEET, NORTH 79°29'38" EAST 227.51 FEET, SOUTH 68°54'55" EAST 221.70 FEET AND SOUTH 54°46'38" EAST 491.07 FEET TO INTERSECT THE NORTHWESTERLY MARGIN OF HARBOUR POINTE BLVD. AT A POINT ON A CURVE FROM WHICH THE CENTER LIES SOUTH 40°56'16" EAST 1222.00 FEET DISTANT; THENCE SOUTHWESTERLY ALONG SAID ROAD MARGIN AND ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 16°17'54" AN ARC DISTANCE OF 347.61 FEET TO A POINT OF CUSP AND THE BEGINNING OF A CURVE TO THE LEFT WITH A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 97°27'38" AN ARC DISTANCE OF 42.53 FEET TO A POINT OF COMPOUND CURVATURE AND THE BEGINNING OF A CURVE TO THE LEFT WITH A RADIUS OF 420.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°17'30" AN ARC DISTANCE OF 104.76 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "B"; THENCE DUE NORTH 170.86 FEET; THENCE SOUTH 76°27'09" EAST 95.15 FEET; THENCE DUE SOUTH 112.99 FEET TO INTERSECT THE ARC OF A CURVE AT A POINT FROM WHICH THE CENTER LIES SOUTH 21°05'25" WEST 480.00 FEET DISTANT; THENCE EASTERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 6°24'40" AN ARC DISTANCE OF 53.71 FEET TO A POINT OF REVERSE CURVATURE AND THE BEGINNING OF A CURVE TO THE LEFT WITH A RADIUS OF 25.00 FEET; THENCE EASTERLY AND NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 63°31'20" AN ARC DISTANCE OF 21.72 FEET TO INTERSECT THE ARC OF A CURVE AT A POINT FROM WHICH THE CENTER LIES SOUTH 52°26'39" EAST 1223.00 FEET DISTANT; THENCE NORTHEASTERLY ALONG SAID CURVE TO THE RIGHT AND A LINE 1.00 FOOT NORTHWESTERLY OF AND CONCENTRIC TO SAID NORTHWESTERLY ROAD MARGIN THROUGH A CENTRAL ANGLE OF 11°26'48" AN ARC DISTANCE OF 244.33 FEET; THENCE NORTH 54°46'38" WEST 121.24 FEET; THENCE NORTH 76°27'21" WEST 929.20 FEET; THENCE NORTH 54°43'20" WEST 147.05 FEET; THENCE NORTH 78°15'00" WEST 127.68 FEET; THENCE SOUTH 88°35'50" WEST 183.62 FEET; THENCE SOUTH 6°57'15" EAST

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RECORDED BY SNOHOMISH COUNTY AUDITOR

262.96 FEET TO INTERSECT THE ARC OF A CURVE AT A POINT FROM WHICH THE CENTER LIES SOUTH 4°19'33" WEST 430.00 FEET DISTANT; THENCE EASTERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 24°57'41" AN ARC DISTANCE OF 187.33 FEET; THENCE SOUTH 41°02'30" WEST 61.50 FEET TO INTERSECT THE ARC OF A CURVE AT A POINT FROM WHICH THE CENTER LIES SOUTH 27°20'48" WEST 370.00 FEET DISTANT; THENCE WESTERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 18°51'41" AN ARC DISTANCE OF 121.80 FEET; THENCE SOUTH 10°55'45" WEST 397.87 FEET; THENCE SOUTH 45°30'25" WEST 319.63 FEET; THENCE SOUTH 38°39'35" EAST 128.06 FEET; THENCE SOUTH 27°48'05" EAST 124.35 FEET; THENCE SOUTH 10°28'43" EAST 648.82 FEET; THENCE SOUTH 56°18'36" EAST 14.42 FEET; THENCE SOUTH 25°18'46" EAST 101.52 FEET; THENCE SOUTH 29°16'39" WEST 109.06 FEET; THENCE SOUTH 44°00'00" EAST 88.00 FEET TO THE BEGINNING OF A CURVE TO THE LEFT WITH A RADIUS OF 670.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°00'00" AN ARC DISTANCE OF 152.02 FEET TO A POINT OF REVERSE CURVATURE AND THE BEGINNING OF A CURVE TO THE RIGHT WITH A RADIUS OF 730.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 8°25'48" AN ARC DISTANCE OF 107.41 FEET; THENCE SOUTH 43°00'00" WEST 76.35 FEET; THENCE NORTH 69°27'23" WEST 261.61 FEET; THENCE NORTH 43°56'56" WEST 145.43 FEET; THENCE SOUTH 57°58'24" WEST 20.44 FEET; THENCE SOUTH 74°58'10" WEST 111.83 FEET; THENCE SOUTH 2°06'29" WEST 326.22 FEET; THENCE NORTH 24°44'33" WEST 92.43 FEET; THENCE NORTH 69°00'00" WEST 50.00 FEET; THENCE NORTH 4°00'00" WEST 196.00 FEET; THENCE NORTH 41°00'00" WEST 151.00 FEET; THENCE NORTH 84°00'00" WEST 272.00 FEET; THENCE NORTH 88°56'05" WEST 30.00 FEET TO A POINT ON THE EAST MARGIN OF 64TH AVENUE W. AS VACATED BY SNOHOMISH COUNTY ORDINANCE NO. 84-103; THENCE NORTH 1°03'55" EAST ALONG SAID ROAD MARGIN 185.49 FEET TO INTERSECT THE SOUTHERLY MARGIN OF CLEAR VIEW DRIVE AS CONVEYED TO SNOHOMISH COUNTY BY DEED RECORDED IN VOLUME 391 OF DEEDS, PAGE 499, RECORDS OF SAID COUNTY; THENCE ALONG THE SOUTHERLY AND EASTERLY MARGIN OF SAID ROAD BY THE FOLLOWING COURSES AND DISTANCES: NORTH 79°01'50" EAST 144.48 FEET TO THE BEGINNING OF A CURVE TO THE LEFT WITH A RADIUS OF 195.00 FEET, NORTHEASTERLY, NORTHERLY AND NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 133°08'30" AN ARC DISTANCE OF 453.13 FEET TO A POINT OF TANGENCY, NORTH 54°06'32" WEST 200.80 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT WITH A RADIUS OF 110.00 FEET, NORTHWESTERLY AND NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 55°10'27" AN ARC DISTANCE OF 105.93 FEET TO A POINT OF TANGENCY, AND NORTH 1°03'55" EAST 486.05 FEET TO THE SOUTH LINE OF SAID SECTION 20; THENCE NORTH 88°46'56" WEST ALONG SAID SOUTH LINE 30.00 FEET TO THE NORTHEAST CORNER OF SAID PLAT OF WINDANDTIDE;

THENCE NORTH 88°48'08" WEST ALONG SAID SOUTH LINE AND THE NORTH BOUNDARY OF SAID PLAT A DISTANCE OF 1322.40 FEET TO THE POINT OF BEGINNING;

EXCEPT THEREFROM THE SOUTH 30 FEET OF THE WEST 30 FEET OF THE SOUTHEAST QUARTER OF SOUTHEAST QUARTER AND THE SOUTH 30 FEET OF THE SOUTHWEST QUARTER OF SOUTHEAST QUARTER OF SECTION 20 AS CONVEYED TO SNOHOMISH COUNTY FOR ROAD BY DEED RECORDED UNDER AUDITOR'S FILE NO. 839095;

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ALSO, COMMENCING AT SAID POINT "B", BEING A POINT ON A CURVE FROM WHICH THE CENTER LIES SOUTH 11°00'42" WEST 420.00 FEET DISTANT; THENCE WESTERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 3°27'23" AN ARC DISTANCE OF 25.34 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 7°33'19" AN ARC DISTANCE OF 55.38 FEET TO A POINT OF TANGENCY; THENCE DUE WEST 105.00 FEET; THENCE SOUTH 31°44'32" WEST 175.40 FEET; THENCE SOUTH 8°25'37" WEST 545.89 FEET; THENCE SOUTH 3°05'19" EAST 278.40 FEET; THENCE SOUTH 20°27'44" EAST 143.02 FEET; THENCE SOUTH 36°42'57" EAST 446.60 FEET; THENCE SOUTH 29°09'25" EAST 217.57 FEET; THENCE SOUTH 54°34'31" WEST 113.16 FEET; THENCE SOUTH 33°41'35" EAST 11.50 FEET TO THE BEGINNING OF A CURVE TO THE LEFT WITH A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY AND EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 87°18'58" AN ARC DISTANCE OF 38.10 FEET TO A POINT OF REVERSE CURVATURE AND THE BEGINNING OF A CURVE TO THE RIGHT WITH A RADIUS OF 240.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°30'27" AN ARC DISTANCE OF 56.58 FEET TO A POINT OF TANGENCY; THENCE NORTH 72°29'54" EAST 53.46 FEET; THENCE SOUTH 17°30'06" EAST PARALLEL WITH THE WESTERLY MARGIN OF HARBOUR POINTE BLVD., 40.00 FEET; THENCE SOUTH 72°29'54" WEST 53.46 FEET TO THE BEGINNING OF A CURVE TO THE LEFT WITH A RADIUS OF 200.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 44°29'54" AN ARC DISTANCE OF 155.33 FEET TO A POINT OF TANGENCY; THENCE SOUTH 28°00'00" WEST 220.45 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT WITH A RADIUS TO 900.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°00'00" AN ARC DISTANCE OF 204.20 FEET TO A POINT OF TANGENCY; THENCE SOUTH 41°00'00" WEST 130.08 FEET; THENCE NORTH 47°00'00" WEST 238.51 FEET; THENCE NORTH 42°01'49" WEST 115.43 FEET; THENCE NORTH 43°00'00" EAST 90.00 FEET; THENCE NORTH 47°00'00" WEST 450.00 FEET; THENCE NORTH 43°00'00" EAST 60.00 FEET; THENCE SOUTH 47°00'00" EAST 18.00 FEET; THENCE NORTH 34°45'50" EAST 238.03 FEET; THENCE NORTH 4°44'08" WEST 169.58 FEET; THENCE NORTH 24°48'10" WEST 727.07 FEET; THENCE NORTH 39°48'20" WEST 156.21 FEET; THENCE NORTH 49°32'53" EAST 249.69 FEET; THENCE NORTH 32°00'19" WEST 55.60 FEET; THENCE NORTH 11°28'10" WEST 140.81 FEET; THENCE NORTH 10°28'57" EAST 230.85 FEET; THENCE NORTH 75°57'50" WEST 32.99 FEET; THENCE NORTH 11°24'01" EAST 135.12 FEET; THENCE NORTH 41°02'30" EAST 60.88 FEET; THENCE NORTH 67°14'45" EAST 104.02 FEET; THENCE SOUTH 76°48'39" EAST 15.81 FEET; THENCE SOUTH 58°22'33" EAST 152.64 FEET; THENCE SOUTH 76°56'41" EAST 141.66 FEET; THENCE SOUTH 87°03'52" EAST 156.21 FEET; THENCE DUE EAST 241.00 FEET; THENCE SOUTH 88°34'04" EAST 67.52 FEET; THENCE DUE SOUTH 172.80 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE FOLLOWING EASEMENTS FOR INGRESS, EGRESS, DRAINAGE AND UTILITIES AS SHOWN ON SURVEY RECORDED UNDER AUDITOR'S FILE NO. 8908045001 PARTICULARLY DESCRIBED AS FOLLOWS:

- (1) ON SHEET 2 OF SAID SURVEY, THE SOUTHERLY 60 FEET OF STRIP OF LAND BETWEEN HOLES 10 AND 11.
- (2) ON SHEET 2 OF SAID SURVEY, THE STRIP OF LAND BETWEEN HOLES 11 AND 12.
- (3) ON SHEET 3 OF SAID SURVEY, THE EASTERLY 60 FEET OF STRIP OF LAND BETWEEN HOLES 13 AND 14.
- (4) ON SHEET 3 OF SAID SURVEY, THE NORTHERLY 40 FEET OF THE 80 FOOT STRIP OF LAND BETWEEN HOLES 10 AND 18.

Part II
(Sector 17)

HARBOUR POINTE SECTOR 17
REVISED FROM SURVEY UNDER AUDITOR'S NO. 8908045001:

THOSE PORTIONS OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 28 AND OF THE EAST HALF OF SECTION 29, TOWNSHIP 28 NORTH, RANGE 4 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 29; THENCE SOUTH 88°48'08" EAST ALONG THE NORTH LINE OF SAID SECTION AND THE NORTH BOUNDARY OF THE PLAT OF WINDANDTIDE, RECORDED IN VOLUME 12 OF PLATS, PAGE 49, RECORDS OF SAID COUNTY, A DISTANCE OF 1322.40 FEET TO THE EAST LINE OF SAID PLAT; THENCE SOUTH 1°03'55" WEST ALONG SAID EAST LINE 1078.40 FEET TO THE WESTERLY PROLONGATION OF THE SOUTHERLY MARGIN OF CLEAR VIEW DRIVE, AS CONVEYED TO SNOHOMISH COUNTY BY DEED RECORDED IN VOLUME 391 OF DEEDS, PAGE 499, RECORDS OF SAID COUNTY; THENCE NORTH 79°01'58" EAST ALONG SAID WESTERLY PROLONGATION 30.67 FEET TO THE EAST MARGIN OF 64TH AVENUE W. AS VACATED BY SNOHOMISH COUNTY ORDINANCE NO. 84-103; THENCE SOUTH 1°03'55" WEST ALONG SAID EAST ROAD MARGIN 185.49 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88°56'05" EAST 30.00 FEET; THENCE SOUTH 84°00'00" EAST 272.00 FEET; THENCE SOUTH 41°00'00" EAST 151.00 FEET; THENCE SOUTH 4°00'00" EAST 196.00 FEET; THENCE SOUTH 69°00'00" EAST 50.00 FEET; THENCE SOUTH 24°44'33" EAST 92.43 FEET; THENCE SOUTH 13°06'10" WEST 119.10 FEET; THENCE SOUTH 17°09'57" WEST 399.81 FEET; THENCE SOUTH 5°21'21" EAST 224.98 FEET; THENCE SOUTH 0°46'56" WEST 293.03 FEET; THENCE SOUTH 62°50'01" EAST 196.40 FEET; THENCE NORTH 34°30'00" EAST 173.00 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "L"; THENCE SOUTH 55°30'00" EAST 60.00 FEET; THENCE SOUTH 34°30'00" WEST 245.00 FEET; THENCE SOUTH 9°09'24" WEST 172.20 FEET; THENCE SOUTH 25°52'37" WEST 148.93 FEET; THENCE SOUTH 35°55'4" WEST 85.21 FEET; THENCE SOUTH 18°02'36" WEST 138.83 FEET; THENCE SOUTH 11°35'06" EAST 408.32 FEET; THENCE SOUTH 2°02'37" EAST 201.24 FEET TO INTERSECT THE ARC OF A CURVE AT A POINT FROM WHICH THE CENTER LIES SOUTH 14°05'21" WEST 135.00 FEET DISTANT; THENCE EASTERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 4°14'39" AN ARC DISTANCE OF 10.00 FEET TO A POINT OF TANGENCY; THENCE SOUTH 71°40'00" EAST 170.00 FEET; THENCE SOUTH 18°20'00" WEST 50.00 FEET; THENCE NORTH 71°40'00" WEST 150.00 FEET; THENCE SOUTH 6°11'32" WEST 130.11 FEET; THENCE SOUTH 33°01'26" EAST 95.42 FEET; THENCE SOUTH 44°58'05" WEST 304.39 FEET; THENCE SOUTH 79°29'17" EAST 40.00 FEET; THENCE NORTH 81°36'34" EAST 311.93 FEET; THENCE SOUTH 31°21'21" EAST 140.00 FEET; THENCE NORTH 78°30'04" EAST 250.40 FEET TO INTERSECT THE ARC OF A CURVE AT A POINT FROM WHICH THE CENTER LIES NORTH 88°50'29" EAST 225.00 FEET DISTANT; THENCE NORTHERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 6°14'03" AN ARC DISTANCE OF 24.48 FEET; THENCE SOUTH 77°15'44" EAST 150.58 FEET; THENCE SOUTH 8°10'18" EAST 65.14 FEET; THENCE SOUTH 28°22'09" EAST 56.82 FEET; THENCE SOUTH 73°22'32" EAST 43.69 FEET; THENCE NORTH 11°21'24" EAST 230.00 FEET; THENCE NORTH 88°33'04" EAST 318.59 FEET; THENCE NORTH 22°40'00" EAST 590.54 FEET; THENCE NORTH 67°20'00" WEST 106.45 FEET; THENCE NORTH 14°52'06" WEST 116.91 FEET; THENCE NORTH 21°21'40" EAST 241.60 FEET; THENCE DUE NORTH 41.00 FEET; THENCE NORTH 31°28'37" WEST 57.45 FEET; THENCE NORTH 51°20'25" WEST 51.23 FEET; THENCE NORTH 66°08'33" WEST 100.54 FEET TO INTERSECT THE ARC OF A CURVE AT A POINT FROM WHICH THE CENTER LIES NORTH 60°11'57" WEST 1525.00 FEET DISTANT; THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 1°29'22" AN ARC DISTANCE OF 39.65 FEET; THENCE NORTH 54°20'33" WEST 168.73 FEET; THENCE NORTH 25°00'00" EAST 655.89 FEET; THENCE NORTH 26°04'16" EAST 605.27 FEET; THENCE NORTH 45°22'52" EAST 87.83 FEET; THENCE NORTH 37°05'18" EAST 187.17 FEET TO INTERSECT THE ARC OF A CURVE AT A POINT FROM WHICH THE CENTER LIES NORTH 68°16'54" EAST 1368.00 FEET DISTANT; THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE LEFT ON A LINE 1.00 FOOT SOUTHWESTERLY OF

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RECORDED BY SNOHOMISH COUNTY AUDITOR. ELAN V. WILLIAMS

AND CONCENTRIC TO THE SOUTHWESTERLY MARGIN OF HARBOUR POINTE BLVD. THROUGH A CENTRAL ANGLE OF $10^{\circ}02'58''$ AN ARC DISTANCE OF 239.94 FEET TO INTERSECT THE ARC OF A CURVE AT A POINT FROM WHICH THE CENTER LIES SOUTH $41^{\circ}49'34''$ WEST 25.00 FEET DISTANT; THENCE WESTERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF $71^{\circ}49'34''$ AN ARC DISTANCE OF 31.34 FEET TO A POINT OF TANGENCY; THENCE SOUTH $60^{\circ}00'00''$ WEST 28.90 FEET TO THE BEGINNING OF A CURVE TO THE LEFT WITH A RADIUS OF 275.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $35^{\circ}00'00''$ AN ARC DISTANCE OF 167.99 FEET TO A POINT OF TANGENCY; THENCE SOUTH $25^{\circ}00'00''$ WEST 989.00 FEET TO THE BEGINNING OF A CURVE TO THE LEFT WITH A RADIUS OF 25.00 FEET; THENCE SOUTHWESTERLY AND SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $90^{\circ}00'00''$ AN ARC DISTANCE OF 39.27 FEET TO A POINT OF TANGENCY; THENCE SOUTH $65^{\circ}00'00''$ EAST 113.58 FEET; THENCE SOUTH $67^{\circ}20'00''$ EAST 245.84 FEET TO A POINT ON THE WESTERLY BOUNDARY OF THE PLAT OF WATERFORD PARK, RECORDED IN VOLUME 48 OF PLATS, PAGES 263 THROUGH 268, RECORDS OF SAID COUNTY; THENCE SOUTH $22^{\circ}40'00''$ WEST ALONG SAID PLAT BOUNDARY 1170.76 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF THAT CERTAIN TRACT OF LAND DESIGNATED "SOUTH GULCH AREA" AS SHOWN ON SURVEY RECORDED IN BOOK 8 OF SURVEYS, PAGES 290 THROUGH 295, RECORDS OF SAID COUNTY; THENCE ALONG THE BOUNDARY OF SAID TRACT BY THE FOLLOWING COURSES AND DISTANCES: SOUTH $88^{\circ}33'04''$ WEST 318.44 FEET, SOUTH $11^{\circ}21'24''$ WEST 297.03 FEET, SOUTH $28^{\circ}54'14''$ WEST 153.36 FEET, SOUTH $75^{\circ}49'07''$ WEST 289.22 FEET, NORTH $13^{\circ}18'29''$ WEST 309.93 FEET, NORTH $31^{\circ}21'21''$ WEST 204.32 FEET, SOUTH $81^{\circ}36'34''$ WEST 311.44 FEET, NORTH $79^{\circ}29'17''$ WEST 371.38 FEET, NORTH $6^{\circ}39'28''$ EAST 292.75 FEET, NORTH $49^{\circ}54'38''$ EAST 392.24 FEET, NORTH $1^{\circ}58'41''$ WEST 219.16 FEET, NORTH $18^{\circ}17'16''$ WEST 157.64 FEET, SOUTH $32^{\circ}01'34''$ WEST 232.81 FEET AND SOUTH $56^{\circ}23'22''$ WEST 200.37 FEET TO THE EAST MARGIN OF 64TH AVENUE W.; THENCE NORTH $0^{\circ}58'12''$ EAST ALONG SAID ROAD MARGIN 1176.47 FEET; THENCE NORTH $1^{\circ}03'55''$ EAST ALONG SAID ROAD MARGIN 1386.40 FEET TO THE POINT OF BEGINNING.

ALSO, COMMENCING AT SAID POINT "L"; THENCE NORTH $34^{\circ}30'00''$ EAST 20.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH $42^{\circ}22'54''$ WEST 86.12 FEET; THENCE NORTH $6^{\circ}52'46''$ EAST 868.25 FEET; THENCE NORTH $4^{\circ}41'09''$ WEST 122.41 FEET; THENCE NORTH $13^{\circ}50'46''$ EAST 146.25 FEET; THENCE SOUTH $69^{\circ}27'23''$ EAST 279.51 FEET; THENCE NORTH $43^{\circ}00'00''$ EAST 30.00 FEET; THENCE SOUTH $47^{\circ}00'00''$ EAST 450.00 FEET; THENCE SOUTH $43^{\circ}00'00''$ WEST 90.00 FEET; THENCE SOUTH $42^{\circ}01'49''$ EAST 115.43 FEET; THENCE SOUTH $47^{\circ}00'00''$ EAST 238.51 FEET; THENCE NORTH $41^{\circ}00'00''$ EAST 130.08 FEET TO THE BEGINNING OF A CURVE TO THE LEFT WITH A RADIUS OF 900.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $13^{\circ}00'00''$ AN ARC DISTANCE OF 204.20 FEET TO A POINT OF TANGENCY; THENCE NORTH $28^{\circ}00'00''$ EAST 220.45 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT WITH A RADIUS OF 200.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $44^{\circ}29'54''$ AN ARC DISTANCE OF 155.33 FEET TO A POINT OF TANGENCY; THENCE NORTH $72^{\circ}29'54''$ EAST 53.46 FEET; THENCE SOUTH $17^{\circ}30'06''$ EAST 40.00 FEET; THENCE SOUTH $72^{\circ}29'54''$ WEST 53.46 FEET TO THE BEGINNING OF A CURVE TO THE LEFT WITH A RADIUS OF 160.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $44^{\circ}29'54''$ AN ARC DISTANCE OF 124.26 FEET TO A POINT OF TANGENCY; THENCE SOUTH $28^{\circ}00'00''$ WEST 220.45 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT WITH A RADIUS OF 940.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $13^{\circ}00'00''$ AN ARC DISTANCE OF 213.28 FEET; THENCE NORTH $49^{\circ}00'00''$ WEST 10.00 FEET; THENCE SOUTH $41^{\circ}00'00''$ WEST 58.15 FEET; THENCE SOUTH $49^{\circ}00'00''$ EAST 86.10 FEET; THENCE SOUTH $35^{\circ}32'14''$ WEST 178.00 FEET; THENCE SOUTH $28^{\circ}39'07''$ WEST 221.07 FEET; THENCE SOUTH $11^{\circ}42'27''$ WEST 423.82 FEET; THENCE SOUTH $9^{\circ}07'13''$ WEST 302.83 FEET; THENCE SOUTH $54^{\circ}20'33''$ EAST 274.10 FEET TO INTERSECT THE ARC OF A CURVE AT A POINT FROM WHICH THE

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CENTER LIES NORTH 57°46'06" WEST 1525.00 FEET DISTANT; THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 3°46'06" AN ARC DISTANCE OF 100.30 FEET TO A POINT OF TANGENCY; THENCE SOUTH 36°00'00" WEST 115.00 FEET; THENCE SOUTH 54°00'00" EAST 65.00 FEET; THENCE SOUTH 14°55'58" WEST 122.08 FEET; THENCE SOUTH 34°18'28" WEST 205.81 FEET; THENCE SOUTH 19°13'15" WEST 641.45 FEET; THENCE NORTH 77°15'44" WEST 150.00 FEET TO INTERSECT THE ARC OF A CURVE AT A POINT FROM WHICH THE CENTER LIES SOUTH 77°15'44" EAST 225.00 FEET DISTANT; THENCE NORTHERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 3°55'44" AN ARC DISTANCE OF 15.43 FEET; THENCE NORTH 32°26'35" WEST 204.95 FEET; THENCE NORTH 71°40'00" WEST 186.07 FEET; THENCE NORTH 18°20'00" EAST 81.03 FEET; THENCE NORTH 71°40'00" WEST 80.00 FEET; THENCE NORTH 18°20'00" EAST 50.0 FEET; THENCE NORTH 16°12'12" EAST 281.20 FEET; THENCE NORTH 2°10'04" WEST 253.81 FEET; THENCE NORTH 8°41'44" EAST 343.95 FEET; THENCE NORTH 5°23'09" EAST 298.32 FEET; THENCE NORTH 1°53'49" WEST 290.35 FEET TO INTERSECT THE ARC OF A CURVE AT A POINT FROM WHICH THE CENTER LIES SOUTH 19°40'00" EAST 170.00 FEET DISTANT; THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 35°50'00" AN ARC DISTANCE OF 106.32 FEET; THENCE NORTH 55°30'00" WEST 60.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE FOLLOWING EASEMENTS FOR INGRESS, EGRESS, DRAINAGE AND UTILITIES AS SHOWN ON SURVEY RECORDED UNDER AUDITOR'S FILE NO. 8908045001 PARTICULARLY DESCRIBED AS FOLLOWS:

- (1) ON SHEET 4 OF SAID SURVEY, THE 60 FOOT STRIP OF LAND BETWEEN HOLES 14 AND 15.
- (2) ON SHEET 6 OF SAID SURVEY, THE 50 FOOT STRIP OF LAND BETWEEN HOLES 15 AND 16.
- (3) ON SHEET 6 OF SAID SURVEY, THE WEST 50 FEET OF THE STRIP OF LAND BETWEEN HOLES 16 AND 17.
- (4) ON SHEET 5 OF SAID SURVEY, THE SOUTHEASTERLY 50 FEET OF THE STRIP OF LAND BETWEEN HOLES 17 AND 18.
- (5) ON SHEET 3 OF SAID SURVEY; THE SOUTHERLY 40 FEET OF THE 80 FOOT STRIP BETWEEN HOLES 10 AND 18.

THE "HOLES ON SAID SURVEY ARE SHOWN AS TRACT C AND INDICATED BY NUMBER ENCASED IN A HEXAGON.

ALL SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

EXHIBIT "D"

"GOLF COURSE PARCEL"

This legal description embraces Holes 10 through 18 within Sectors 12 and 17:

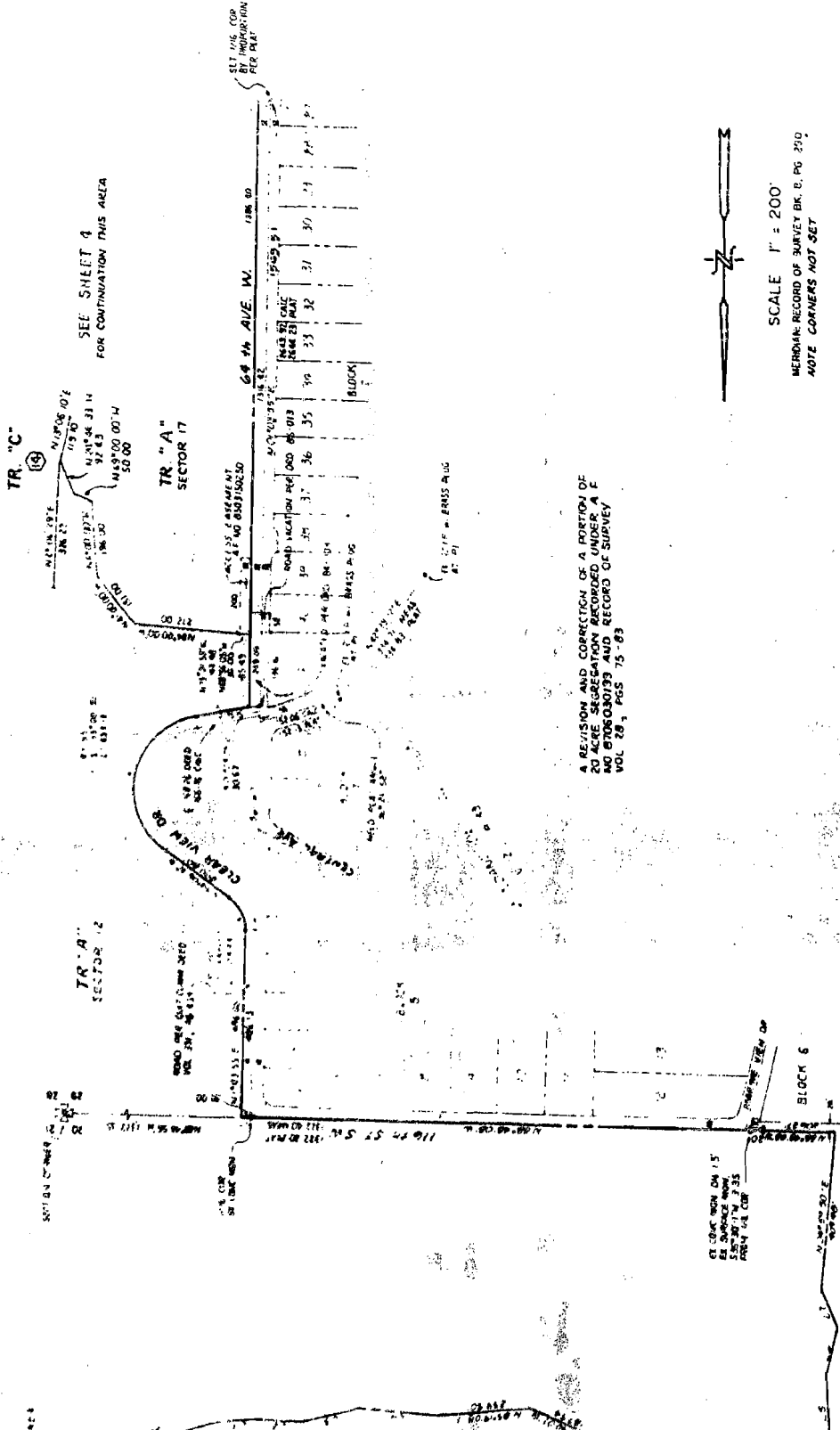
Those portions of the South half of the Southeast quarter and of the Southeast quarter of the Southwest quarter of Section 20, the Southwest quarter of the Southwest quarter of Section 21, the West half of the Northwest quarter and the West half of the Southwest quarter of Section 28, and the East half of Section 29, Township 28 North, Range 4 East, W. M. in Snohomish County, Washington, described as follows:

Tract "C" as shown on Survey dated August 3, 1989 and recorded under Auditor's File No. 8908043001, records of Snohomish County, Washington; LESS that portion identified as the School Site; and LESS the 1.0 foot strip paralleling Harbour Pointe Boulevard which joins the School Site to that portion of Tract "C" shown as the Fairway No. 18.

8908230414

VOL. 2257 PAGE 1673

SEE SHEET 3
FOR CONTINUATION IN S AREA



A REVISION AND CORRECTION OF A PORTION OF
20 ACRE SEGREGATION RECORDED UNDER A F
NO 8708030393 AND RECORD OF SURVEY
VOL 28, PGS 75-83

LINE	BEARING	LENGTH
11	N 86° 40' 55" E	111.78
12	N 87° 15' 34" W	108.10
13	N 89° 07' 25" W	203.81
14	N 09° 04' 55" W	144.87
15	N 84° 36' 27" E	128.64
16	N 25° 44' 55" W	110.23

GA GROUP FOUR, Inc.
19102 1/2th Avenue West
Lynchwood, Washington 98036 • 208 775-4581

FOR
REVISED EXEMPT SEGREGATION
for
BCE DEVELOPMENT INC. AUG 7 1989

DESIGNED BY: [Signature]
CHECKED BY: [Signature]
DATE: 8/22/89



SURVEYORS CERTIFICATE
I, the undersigned, being a duly licensed Surveyor of the State of Washington, do hereby certify that the foregoing is a true and correct copy of the original survey record as the same appears in my office, and that the same has been compared with the original survey record and found to be correct.

DATE: 8/22/89

[Signature]

RECORDING CERTIFICATE
This plat was recorded by GROUP FOUR, INC. on 8/22/89 at 10:23 AM, A.D. in the County of King, State of Washington, and the same is hereby certified to be a true and correct copy of the original survey record as the same appears in my office, and that the same has been compared with the original survey record and found to be correct.

DATE: 8/22/89

[Signature]

FOUND / NOT FOUND
IN THE CASE
MON.

8908280414

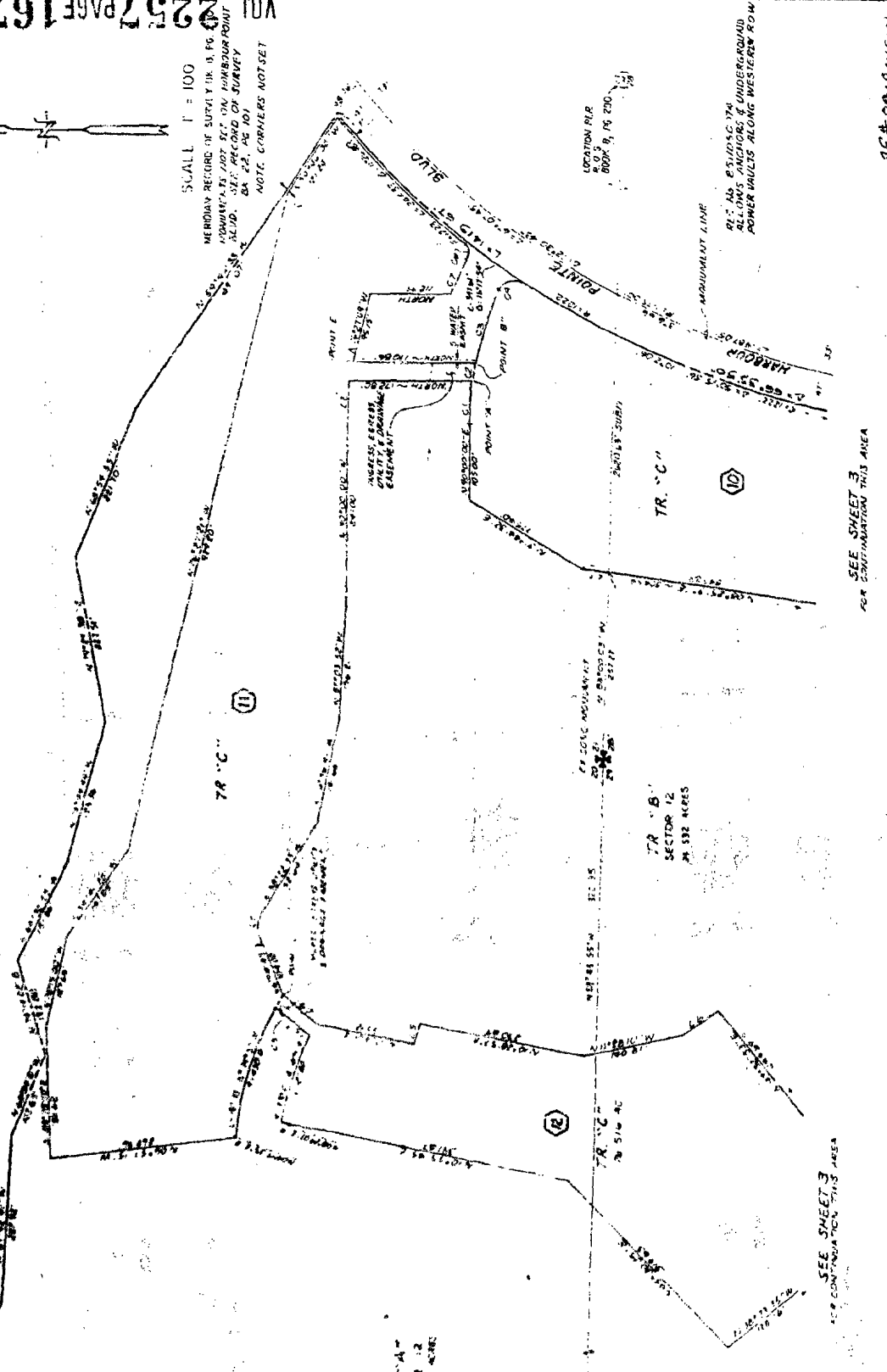
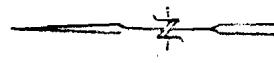
VOI 2257 PAGE 1675

LINE	BEARING	DISTANCE	MARK	DATE	REMARKS
1	N 89° 55' 00" W	12.50	12.50	1887	...
2	S 89° 55' 00" E	12.50	12.50	1887	...
3	N 89° 55' 00" W	12.50	12.50	1887	...
4	S 89° 55' 00" E	12.50	12.50	1887	...
5	N 89° 55' 00" W	12.50	12.50	1887	...
6	S 89° 55' 00" E	12.50	12.50	1887	...
7	N 89° 55' 00" W	12.50	12.50	1887	...
8	S 89° 55' 00" E	12.50	12.50	1887	...
9	N 89° 55' 00" W	12.50	12.50	1887	...
10	S 89° 55' 00" E	12.50	12.50	1887	...
11	N 89° 55' 00" W	12.50	12.50	1887	...
12	S 89° 55' 00" E	12.50	12.50	1887	...
13	N 89° 55' 00" W	12.50	12.50	1887	...
14	S 89° 55' 00" E	12.50	12.50	1887	...
15	N 89° 55' 00" W	12.50	12.50	1887	...
16	S 89° 55' 00" E	12.50	12.50	1887	...
17	N 89° 55' 00" W	12.50	12.50	1887	...
18	S 89° 55' 00" E	12.50	12.50	1887	...
19	N 89° 55' 00" W	12.50	12.50	1887	...
20	S 89° 55' 00" E	12.50	12.50	1887	...
21	N 89° 55' 00" W	12.50	12.50	1887	...
22	S 89° 55' 00" E	12.50	12.50	1887	...
23	N 89° 55' 00" W	12.50	12.50	1887	...
24	S 89° 55' 00" E	12.50	12.50	1887	...
25	N 89° 55' 00" W	12.50	12.50	1887	...
26	S 89° 55' 00" E	12.50	12.50	1887	...
27	N 89° 55' 00" W	12.50	12.50	1887	...
28	S 89° 55' 00" E	12.50	12.50	1887	...
29	N 89° 55' 00" W	12.50	12.50	1887	...
30	S 89° 55' 00" E	12.50	12.50	1887	...

SNOWDONISH COUNTY RAILROAD
(S.C.S. 8 0, p. 28-29)

SCALE 1" = 100'

MERIDIAN RECORD OF SURVEY U.S. G.S. 10
ADJUSTED TO 1903 BY THE U.S. GEOLOGICAL SURVEY
NOTICE: CORNERS NOT SET



SEE SHEET 3 FOR CONTINUATION THIS AREA

SEE SHEET 3 FOR CONTINUATION THIS AREA

AF # 8908280414

GA GROUP FOUR, Inc.
19102 16th Avenue West
Lynnwood, Washington 98036 • 206-775-4511

REVISED EXEMPT SEGREGATION

APPROVED BY J.E. 8-3-89

BCE DEVELOPMENT INC.
SNOHOMISH COUNTY WASHINGTON



SURVEYORS CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT, AT THE REQUEST OF **BCE DEVELOPMENT**, THIS 30 DAY OF **AUGUST**, 1989.

Joseph J. Jule
SURVEYOR

U.S. NO. 17832

RECORDING CERTIFICATE

FILED FOR RECORD BY **GROUP FOUR, INC.**

VOLUME OF **SNOWDONISH COUNTY WASHINGTON**

RECORDS OF **SNOWDONISH COUNTY WASHINGTON**

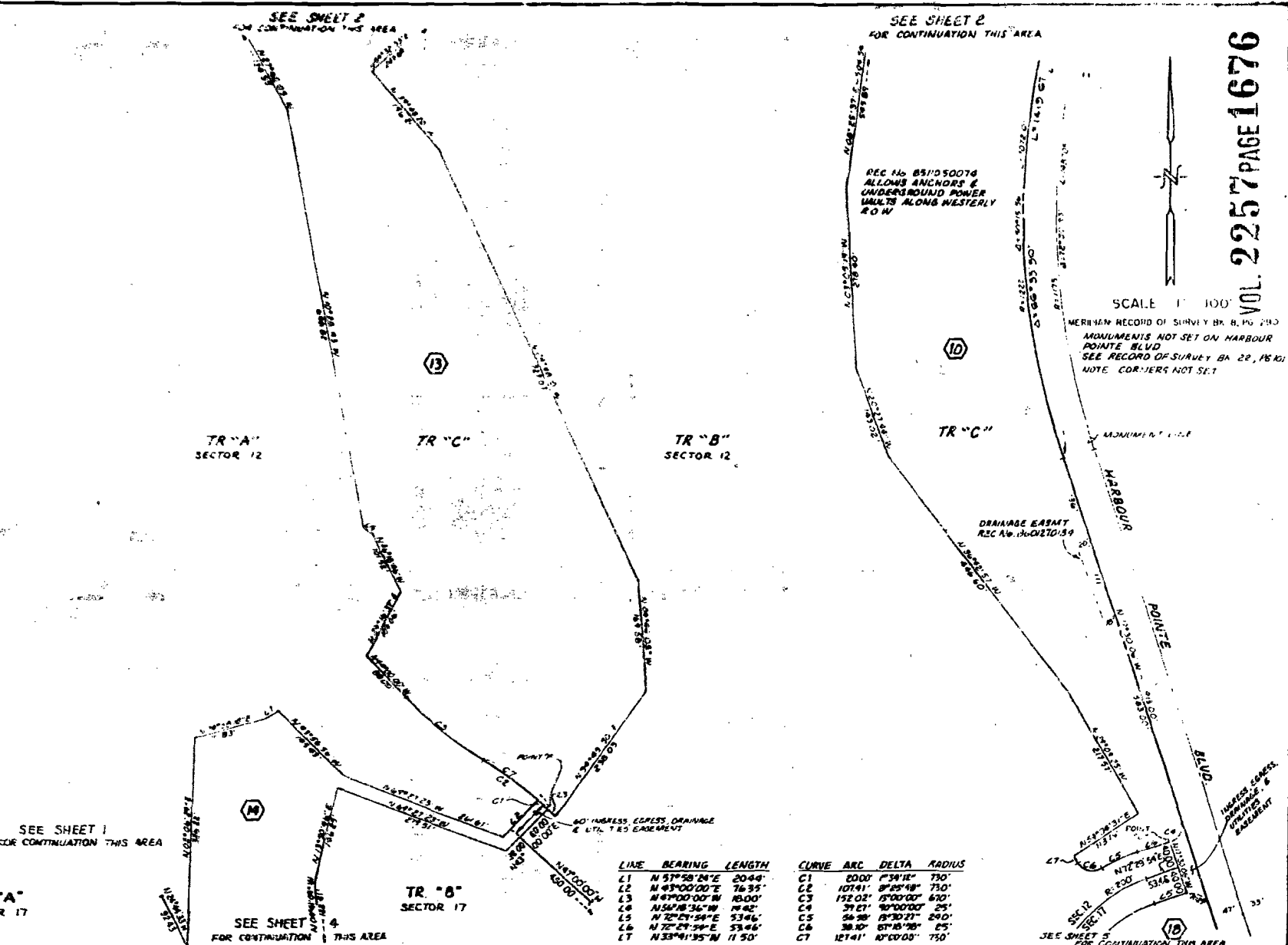
RECORD

FIRST FOUND

ON IN CASE

FILED

DATE



VOL. 2257 PAGE 1676

REC No 851050074
 ALLOWS ANCHORS &
 UNDERGROUND POWER
 UNITS ALONG WESTERLY
 ROW

SCALE 1" = 100'
 MERIDIAN RECORD OF SURVEY BY B.P. 210
 MONUMENTS NOT SET ON HARBOUR
 POINTE BLVD
 SEE RECORD OF SURVEY BA 22, 15 KI
 NOTE CORNERS NOT SET

LINE	BEARING	LENGTH
L1	N 57°58'24"E	2044'
L2	N 03°00'00"E	7635'
L3	N 83°00'00"W	1800'
L4	N 58°18'36"W	1142'
L5	N 72°21'54"E	5346'
L6	N 72°21'54"E	5346'
L7	N 33°41'35"W	1150'

CURVE	ARC	DELTA	RADIUS
C1	2000'	7°34'12"	750'
C2	10741'	8°25'48"	750'
C3	15202'	15°00'00"	670'
C4	3421'	10°00'00"	25'
C5	5438'	13°30'21"	240'
C6	3810'	8°18'38"	25'
C7	12141'	8°00'00"	750'

CORNER FOUND
 CORNER NOT FOUND
 CONC. MON. IN CASE
 SURFACE MON.
 IRON PIPE
 WOOD BRBAR
 STAKE

REC'D 8908045001

RECORDING CERTIFICATE

FILED FOR RECORD BY GROUP FOUR, INC.

THIS MAP OR PLAN OF _____ IS A _____ OF _____

DATE OF RECORDING _____

BY _____

RECORDED IN _____

BOOK _____ PAGE _____

FILED IN _____

COUNTY, WASHINGTON

SURVEYORS CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT, AT THE REQUEST OF BCE DEVELOPMENT INC.

DATE OF SURVEY AUGUST 19 89

Joseph O. Yankel
 REGISTERED LAND SURVEYOR

L.S. NO. 17892



GROUP FOUR, Inc.
 19502 35th Avenue West
 Lynnwood, Washington 98036 • 708 775-4581

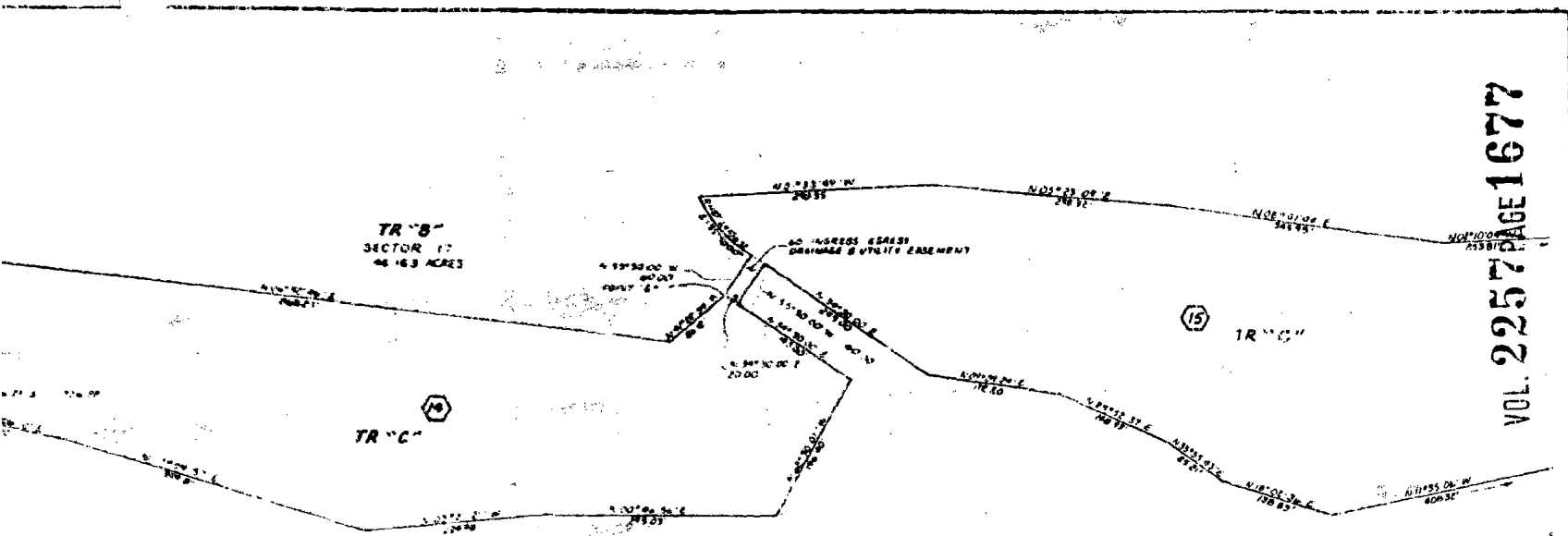
ENGINEERING PLANNING MANAGEMENT

REV. 8-2-83 P.B.
 DRAWN BY S.R.S. 1-2-89 CHECKED BY J.Z. 8-3-89 APPROVED BY _____

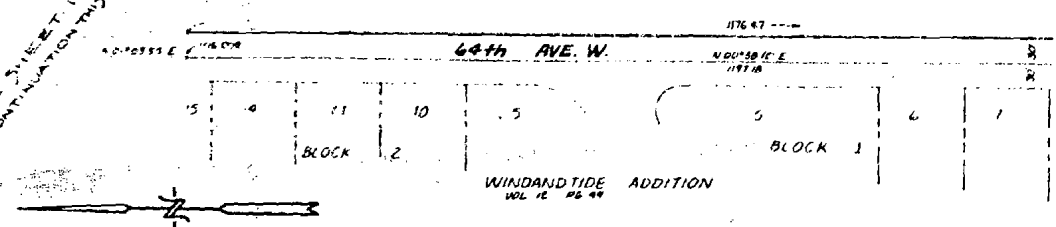
REVISED EXEMPT SEGREGATION
 for
BCE DEVELOPMENT INC.

8908230414

VOL. 2257 PAGE 1677



SEE SHEET 1
FOR CONTINUATION THIS AREA



SCALE 1 = 100

MERIDIAN RECORD OF SURVEY BK. 8, PG. 290
NOTE CORNERS NOT SET

SEE SHEET 6
FOR CONTINUATION THIS AREA

8908230414

OTHER FOUND _____
 OTHER NOT FOUND _____
 IN CASE _____
 ACE MON. _____
 PIPE _____
 REBAR _____
 AND _____

FILED FOR RECORD BY _____
 TITLE _____ DAY OF _____ 19____ A.D. AT _____
 MINUTES PART _____ CLOCK _____ AND RECORDED IN _____
 VOLUME _____ OF _____ BY PAGE _____
 RECORD OF _____ COUNTY, WASHINGTON

SURVEYORS CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR
 UNDER MY SUPERVISION IN CONFORMANCE WITH THE REQUIREMENTS OF
 THE SURVEY RECORDING ACT, AT THE REQUEST OF **BCE DEVELOPMENT**
 THIS 3RD DAY OF **AUGUST** 19**89**

Joseph D. Jumper
 REGISTERED LAND SURVEYOR

I.S. NO. 17632



GROUP FOUR, Inc.
 19502 56th Avenue West
 Lynnwood, Washington 98036 • 206 775-4581

REVISED EXEMPT SEGREGATION
 for
BCE DEVELOPMENT INC.

AUG. 7 1989

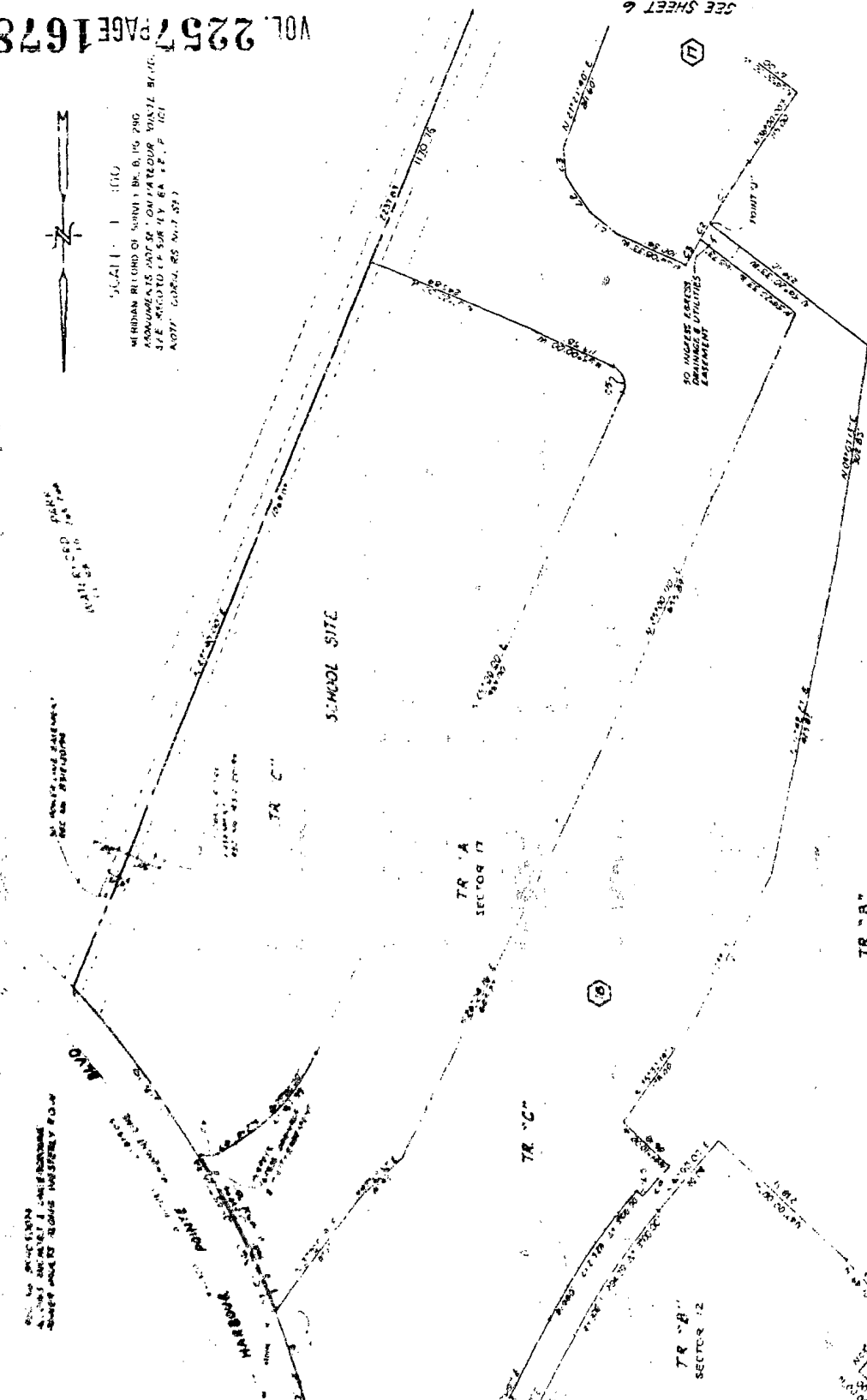
SPOKANE COUNTY WASHINGTON

8908280414

VOL. 2257 PAGE 1678



SCALE: 1" = 100'
 MICHIGAN RECORD OF SURVEY BY B. H. POND
 ADJUSTMENTS MADE ON MATHEMATICAL BASIS
 SEE RECORD IN SURVEY BOOK NO. 101
 ADJUSTED COORDINATES AS NOTED



SEE SHEET 6 FOR CONTINUATION THIS AREA

GT GROUP FOUR, Inc.
 19102 16th Avenue West
 Lynnwood, Washington 98036 • 206/775-4581
 LICENSED SURVEYOR
 LICENSE NO. 1285
 EXPIRES 12-31-83 APPROVED BY
 BOARD BY 206-1-1285 PD CHIEF BY J2-8-3-83

REVISED EXEMPT SEGREGATION
 FOR
BCE DEVELOPMENT INC.
 AUG 7 1983

SPRINGFIELD COUNTY WASHINGTON



SURVEYORS CERTIFICATE
 THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN COMPLIANCE WITH THE REQUIREMENTS OF THE SURVEYING ACT OF 1955 AND THE REVISIONS THEREOF.
 THE DATE OF SURVEY IS 7/25/83

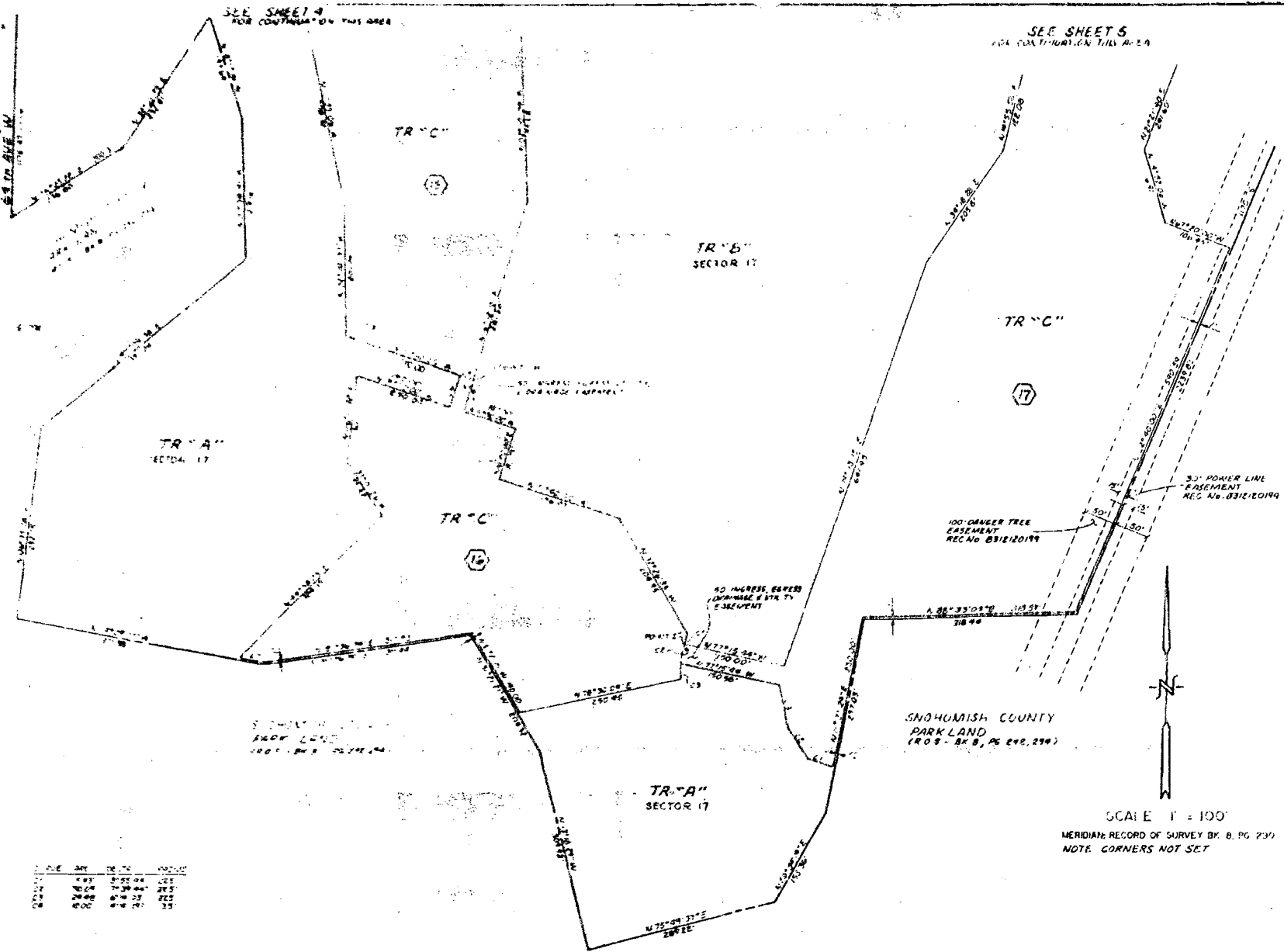
Joseph D. Quicker
 SURVEYOR

DATE 7/25/83

RECORDING CERTIFICATE
 THIS MAP WAS RECORDED BY GROUP FOUR, INC.
 THIS DAY OF JULY 1983
 AT O'Clock P.M. OF THE YEAR 1983
 RECORDS OF SPRINGFIELD COUNTY, WASHINGTON

RP # 8908045001

OWNER FOUND
 OWNER NOT FOUND
 MON. IN CASE
 FACE MON.
 PIPE
 REBAR
 NEW



LINE	BEARING	DISTANCE	AREA
1	N 75° 04' 33" E	280.00	121
2	S 75° 04' 33" E	280.00	242
3	S 75° 04' 33" E	280.00	242
4	N 75° 04' 33" E	280.00	121

CORNER FOUND
 CORNER NOT FOUND
 SMC. MON. IN CASE
 SURFACE MON.
 OR PIPE
 ED REBAR
 STAKE

REC'D # 870804500

RECORDING CERTIFICATE

FILED FOR RECORD BY GROUP FOUR, INC.

THIS MAP OR PLAN IS CORRECTLY REPRESENTATIVE OF THE SURVEY MADE BY ME OR UNDER MY SUPERVISION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT, AT THE REQUEST OF BCE DEVELOPMENT INC.

THIS MAP OR PLAN WAS FILED ON AUGUST 10 1989

Joseph B. Zucker
 REGISTERED LAND SURVEYOR

L.S. NO. 17632

SURVEYORS CERTIFICATE

THIS MAP OR PLAN IS CORRECTLY REPRESENTATIVE OF THE SURVEY MADE BY ME OR UNDER MY SUPERVISION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT, AT THE REQUEST OF BCE DEVELOPMENT INC.

THIS MAP OR PLAN WAS FILED ON AUGUST 10 1989

Joseph B. Zucker
 REGISTERED LAND SURVEYOR

L.S. NO. 17632



GROUP FOUR, Inc.
 79502 56th Avenue West
 Lynnwood, Washington 98036 • 206-775-4581

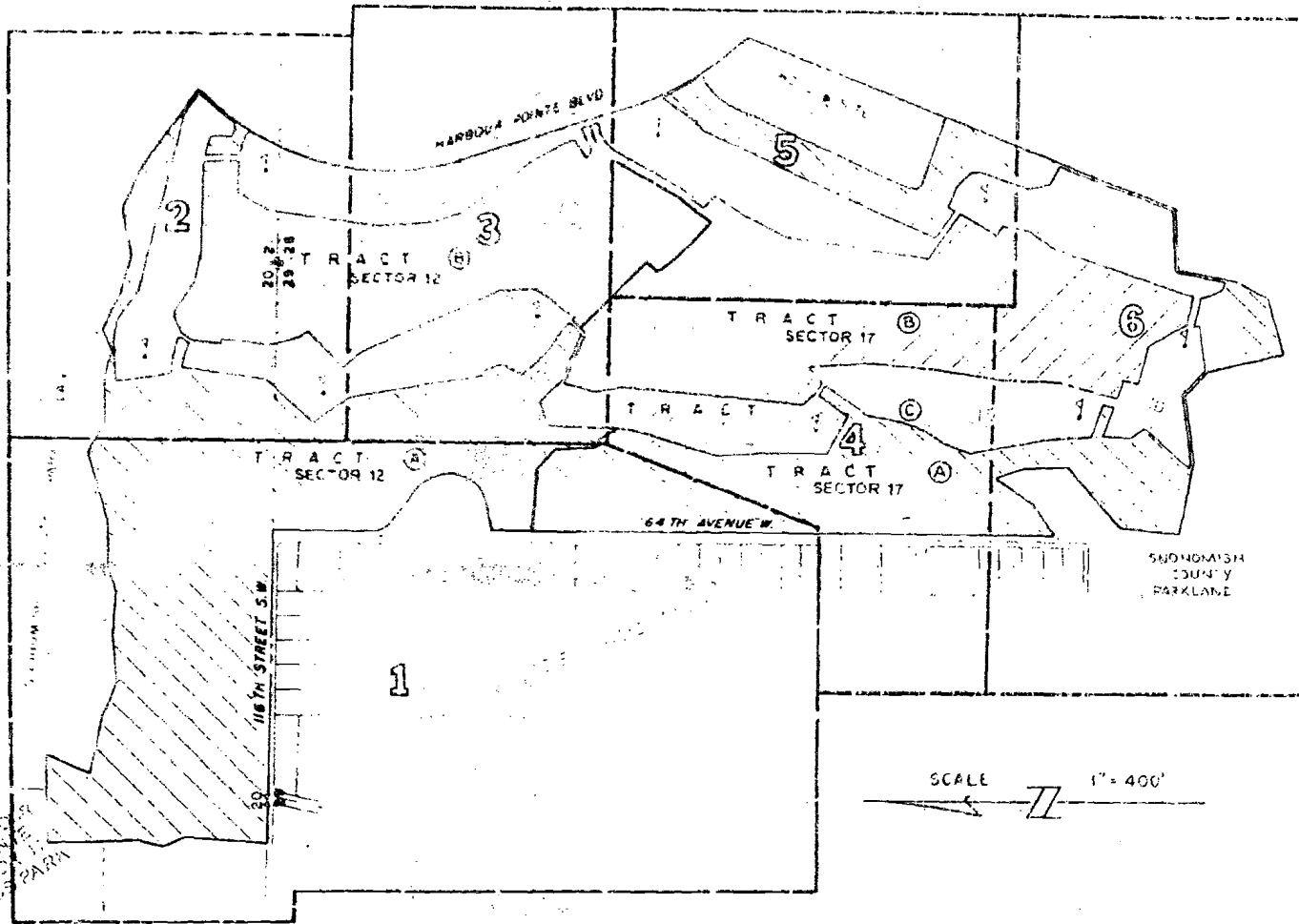
REV. 8-2-85 J13
 DRAWN BY JRS F-12-87 CHECKED BY JZ 8-3-89 APPROVED BY

REVISED EXEMPT SEGREGATION
 for
BCE DEVELOPMENT INC. AUG 7 1989

SNOWHURSH COUNTY WASHINGTON

SHEET INDEX

1XV



REFER TO SHEETS I THRU 6
RECORD OF SURVEY VOL 28, PGS. 75-83

VOL. 2257 PAGE 1680

8908280414

IF NOT FOUND
WORKER NOT FOUND
C. MON. IN CASE
FACE MON.
PIPE
REBAR
TAKE

RF# 8908045001

RECORDING CERTIFICATE

FILED FOR RECORD BY **GROUP FOUR, INC.**
THIS DAY OF _____ 19__ A.D. AT
MIDDLETOWN, DELAWARE. IN AND RECORDED IN
VOLUME _____ OF _____
RECORDED IN _____ COUNTY, WASHINGTON.

SURVEYORS CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR
UNDER MY SUPERVISION IN CONFORMANCE WITH THE REQUIREMENTS OF
THE DELAWARE RECORDING ACT, AT THE REQUEST OF **BCE DEVELOPMENT**
THIS DAY OF _____ 19__

Joseph D. Zuccheri
REGISTERED LAND SURVEYOR L.S. NO. 17562



GROUP FOUR, Inc.
19501 56th Avenue West
Lynnwood, Washington 98036 206-775-4581
DRAWN BY *E.C. ...* CHECKED BY *J.2.8-3-83* APPROVED BY

REVISED EXEMPT SEGREGATION
for **AUG 7 1963**
BCE DEVELOPMENT INC.
SHONONIAISH COUNTY WASHINGTON

VOL. 2257 PAGE 1681

8908230414

LEGAL DESCRIPTION

TRACTS 'A' & 'B'

Those portions of the South Half of the Southeast quarter and of the Southeast quarter of the Southwest quarter of Section 20, the Southwest quarter of the Southwest quarter of Section 21, the West Half of Section 28 and the East Half of Section 19, Township 28 North, Range 1 East, W.M., in Snohomish County, Washington, described as follows:

BEING: 60 at the South quarter corner of said Section 20 to the North boundary of the plat of WindanTide Addition as recorded in Volume 12 of Plats, Page 49, Records of said County; thence N 88°42'08" W along said North boundary 254.22 feet; thence W 1°59'48" E a distance of 122.44 feet; thence S 4°04'23" W 144.89 feet to the most Southeasterly corner of Lot 4 on the boundary of Harbour Pointe Sector 11 Business Park, as recorded in Volume 4 of Plats, Pages 177 through 179, Records of said County; thence due North along said plat boundary 24.84 feet; thence due East along said plat boundary and the easterly prolongation thereof, a total distance of 442.94 feet to the west Northwesterly corner of that certain tract of land designated as "Central Bayview" on survey map recorded under Certificate No. 78122 (24) in Book 3 of Surveys, Pages 195 and 201, Records of said County; thence by a series of easterly direction along the boundary of said Bayview by the following courses and distances: S 26°17'47" W 229.44 feet; S 76°33'48" E 276.10 feet; S 65°40'07" E 183.91 feet; N 85°13'08" E 279.78 feet; S 34°47'28" E 209.41 feet; N 75°51'31" E 129.51 feet; S 87°15'14" E 114.13 feet; N 84°42'45" E 111.98 feet; N 77°50'15" E 145.19 feet; S 74°48'31" E 170.11 feet; S 82°42'41" E 227.92 feet; S 68°18'21" E 122.63 feet; N 24°18'02" E 170.41 feet; S 64°39'44" E 141.64 feet; S 74°11'44" E 137.14 feet; S 78°29'38" E 217.54 feet; S 48°41'50" E 221.73 feet; and S 54°46'38" E 491.02 feet to intersect the Northwesterly margin of Harbour Pointe Blvd. at a point on a curve from which the center lies S 10°56'42" W 1222.59 feet; thence thence Southerly and Southerly along said road margin and along said curve to the left through a central angle of 44°23'40" at an arc distance of 1419.47 feet to a point of tangency; thence S 17°00'06" E along said road margin 917.00 feet to the beginning of a curve to the left with a radius of 116.47 feet; thence Southerly along said road margin and curve through a central angle of 20°54'21" an arc distance of 418.10 feet; thence leaving said road margin, S 22°40'00" W 2239.81 feet to a point on the Northerly boundary of that certain tract of land designated "South Birch Area" as shown and surveyed recorded in Book 3 of Surveys, Pages 190 through 202, Records of said County; thence along the boundary of said tract by the following courses and distances: S 38°33'04" W 319.44 feet; S 11°21'24" W 297.03 feet; S 28°54'23" W 153.34 feet; S 77°49'07" W 287.22 feet; N 12°18'12" W 303.91 feet; N 77°21'21" W 204.32 feet; S 81°26'04" W 111.44 feet; N 5°29'17" W 171.38 feet; N 67°39'29" E 242.75 feet; N 49°54'38" E 392.24 feet; N 1°58'51" W 219.16 feet; N 18°17'16" W 157.64 feet; S 32°01'34" W 212.81 feet; and S 65°23'22" W 216.30 feet to a point on the East boundary of said plat of WindanTide; thence W 0°58'12" E along said plat boundary 1197.14 feet to an angle point thereon; thence N 1°03'55" E along said plat boundary 1565.51 feet to intersect the Southerly margin of Clear View Drive, as conveyed to Snohomish County by deed recorded in Volume 191 of Deeds, Page 459, Records of said County; thence along the Southerly and Easterly margin of said road by the following courses and distances: N 79°31'58" E 175.15 feet to the beginning of a curve to the left with a radius of 175.00 feet; Northwesterly, Northerly and Northwesterly along said curve through a central angle of 133°08'33" an arc distance of 493.13 feet to a point of tangency; N 54°06'32" W 206.89 feet to the beginning of a curve to the right with a radius of 110.00 feet; Northwesterly and Northerly along said curve through a central angle of 51°10'37" an arc distance of 105.91 feet to a point of tangency; and N 1°03'55" E 486.25 feet to the South line of said Section 20; thence N 89°46'55" W along said line 70.00 feet to the corner at

The Northeast corner of said plat of WindanTide; thence N 88°42'08" W along said South line and the North boundary of said plat of WindanTide a distance of 1222.40 feet to the POINT OF BEGINNING

EXCEPT that portion of the East 30.00 feet thereof in the East Half of said Section 20 for road purposes, less portions vacated by Ordinance Nos. 84-103 and 86-013.

AND EXCEPT OF COURSE DIST. AS SHOWN HEREON.

FORM NOT FOUND BY CASE MON. RECORDING CERTIFICATE FILED FOR RECORD BY THIS DAY BY TO AD AT THE COUNTY CLERK'S OFFICE AND RECORDED IN VOLUME OF ON PAGE RECORDS OF SNOHOMISH COUNTY WASHINGTON.

SURVEYORS CERTIFICATE THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT, AT THE REQUEST OF BCE DEVELOPMENT INC. THE DATE OF ALIGNMENT IS 10-02-89. Signed: Angela Jordan REGISTERED LAND SURVEYOR L.S. NO. 17626



GROUP FOUR, Inc. 19502 56th Avenue West Lynnwood, Washington 98036 206 775 4581. REVISED EXEMPT SEGREGATION for AUG 7 1989 BCE DEVELOPMENT INC.

"STRIPS DESCRIPTION"

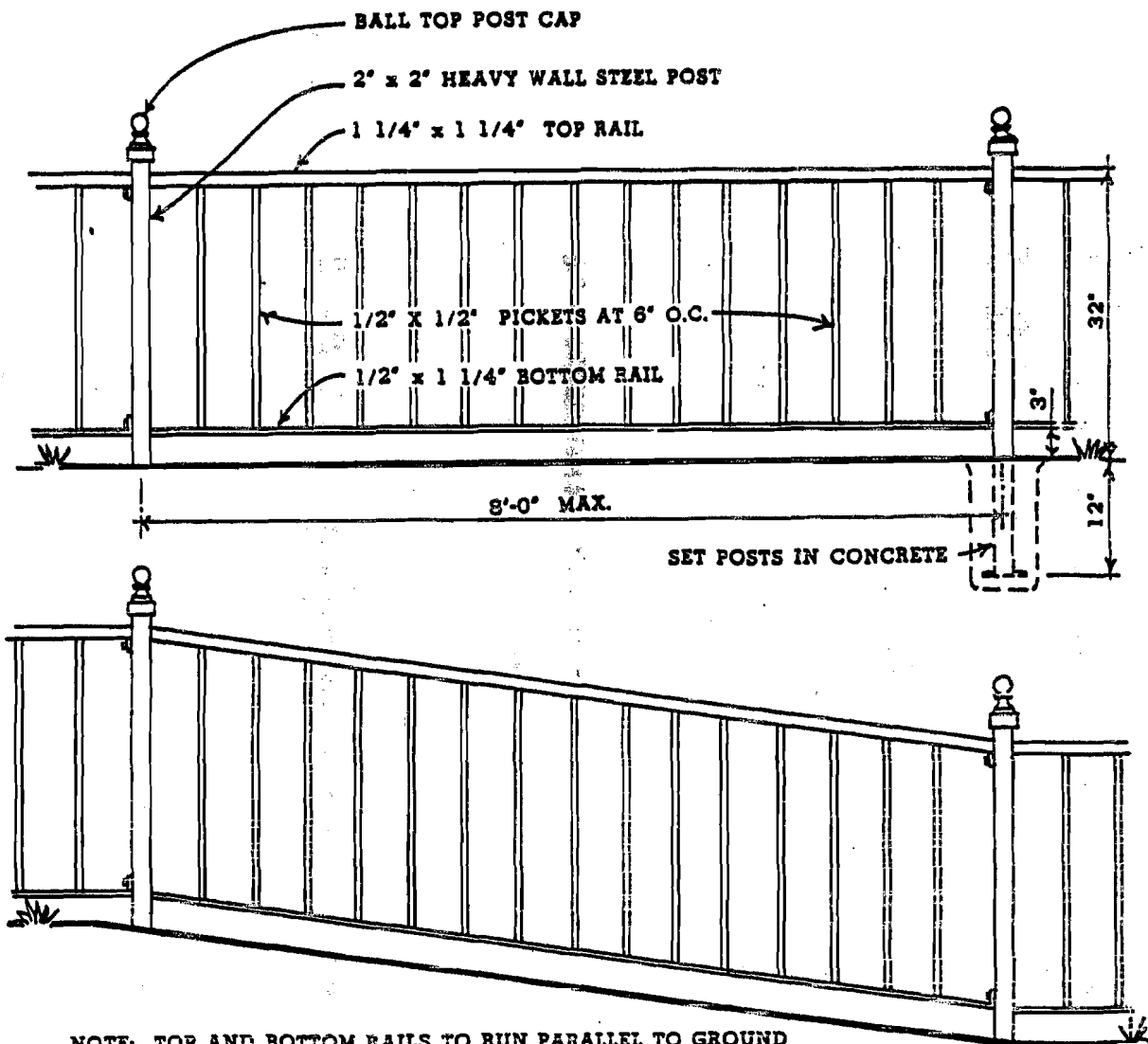
The strips of land which are the subject matter of Section 2 of the Covenant Agreement are the parcels defined as easements for ingress, egress, drainage, and utilities on survey recorded under Auditor's File No. 8908045001 particularly described as follows:

- (1) On sheet 2 of said survey, the Southerly 60 feet of the strip of land between Holes 10 and 11.
- (2) On sheet 2 of said survey, the strip of land between holes 11 and 12.
- (3) On sheet 3 of said survey, the Easterly 60 feet of the strip of land between holes 13 and 14.
- (4) On sheet 4 of said survey, the 60 foot strip of land between holes 14 and 15.
- (5) On sheet 6 of said survey, the 50 foot strip of land between holes 15 and 16.
- (6) On sheet 6 of said survey, the West 50 feet of the strip of land between holes 16 and 17.
- (7) On sheet 5 of said survey, the Southeasterly 50 feet of the strip of land between holes 17 and 18.
- (8) On sheet 3 of said survey, the 80 foot strip of land between holes 10 and 18.

The "Holes" on said survey are shown as Tract "C" and indicated by the number of the hole encased in a hexagon.

8908230414

VOL. 2257 PAGE 1682



NOTE: TOP AND BOTTOM RAILS TO RUN PARALLEL TO GROUND

PAINT RAIL WITH DARK GREEN ENAMEL TO MATCH PARKER S925N

8908230414

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The Open Space Parcel which is the subject of Section 10 of the Covenant Agreement is shown as part of Hole 16 of Tract "C" on sheet 5 of the survey recorded under Auditor's File No. 8908045001 and more particularly described as follows:

Beginning at Point "H" at the Southeasterly corner of hole number 15 of tract "C" as shown on said survey; thence N71 degrees 40'00"W a distance of 20.00 feet; thence S18 degrees 20'00"W a distance of 50.00 feet; thence N71 degrees 40'00"W a distance of 150.00 feet; thence S06 degrees 11'32"W a distance of 150.11 feet; thence S33 degrees 01'26"E a distance of 95.42 feet to the True Point of Beginning; thence S44 degrees 58'05"W a distance of 304.39 feet; thence S79 degrees 29'17"E a distance of 40.00 feet; thence N81 degrees 36'34"E a distance of 311.93 feet; thence in a straight line to the True Point of Beginning.

Said parcel is shown as the crosshatched area on the attached copy of page 6 of said survey which is page 2 of this exhibit.

RECORDED

TICOR TITLE INSURANCE CO.

69 AUG 23 PM 4:42

DEAN V. WILLIAMS, AUDITOR
SNOHOMISH COUNTY, WASH.

DEPUTY

Erin Bell Cox

8908290414

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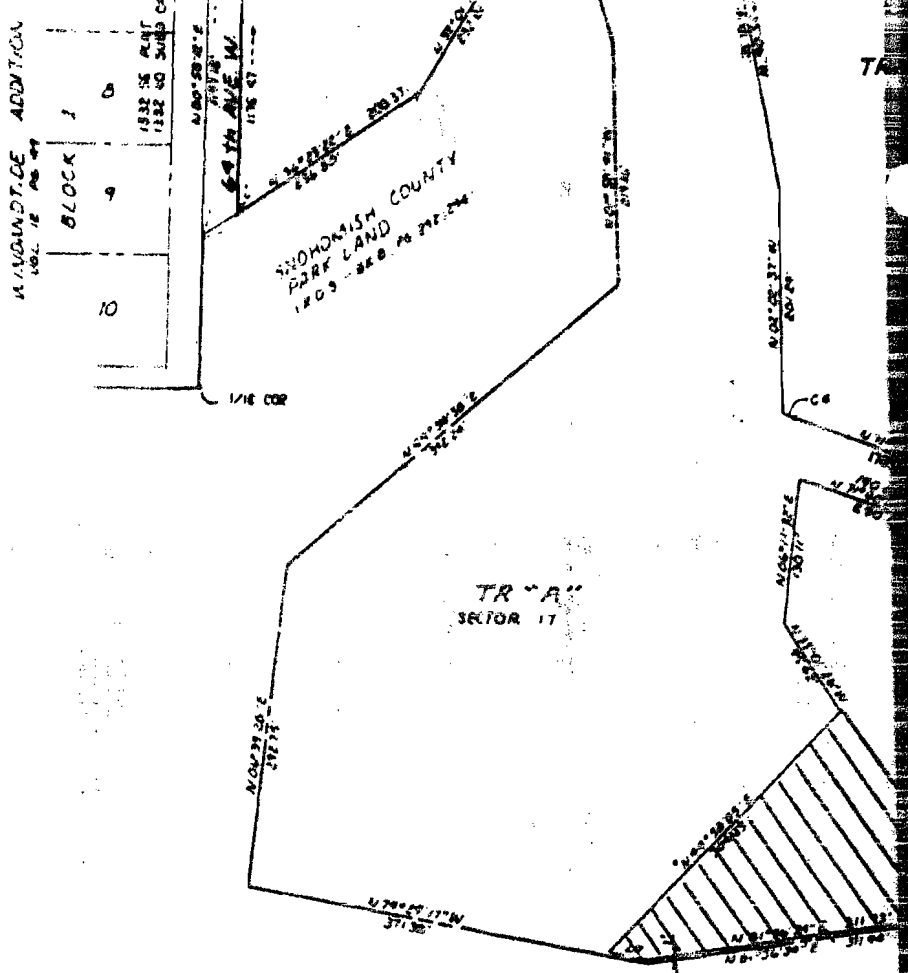


EXHIBIT "G"
(page 2)

SNOWHOMISH COUNTY
PARK LAND
(R.O.S. - BK. 8, PG. 274, 276)

LINE	BEARING	DISTANCE	CURVE	ARC	DELTA	RADIUS
L1	N77°22'32"W	43.69'	C1	1743'	3°55'44"	225'
L2	N20°22'31"W	56.86'	C2	30.00'	7°31'44"	265'
L3	N20°10'10"W	65.16'	C3	20.48'	6°18'03"	225'
L4	N18°21'00"E	33.00'	C4	1000'	4°14'55"	155'
L5	N71°40'00"W	30.00'				
L6	N18°20'00"E	30.00'				
L7	N77°22'17"W	40.00'				

LEGEND

- ⊕ — SUBDIV. CORNER/FOUND
- ⊕ — SUBDIV. CORNER/NOT FOUND
- ⊕ — FOUND CONC. MON. IN CASE
- ⊕ — FOUND SURFACE MON.
- ⊕ — FOUND IRON PIPE
- — SET CAPPED REBAR
- — SET LINE STAKE

APP# 8908045001

RECORDING CERTIFICATE

FILED FOR RECORD BY GROUP FOUR, INC.
 THIS _____ DAY OF _____ 19____ A.B. AT _____
 MINUTES PAST _____ O'CLOCK _____ M.; AND RECORDED IN
 VOLUME _____ OF _____ ON PAGE _____
 RECORDS OF SNOWHOMISH COUNTY, WASHINGTON.

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8908230414

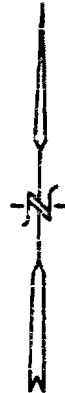
TR "B"
SECTOR 17

TR "C"

TR "C"

TR "A"
SECTOR 17

SNOHOMISH COUNTY
PARK LAND
(R.O.S. - BK. 8, PG. 292, 294)



SCALE 1" = 100'

MERIDIAN: RECORD OF SURVEY BK. 8, PG. 290
NOTE: CORNERS NOT SET.

8908230414

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SURVEYORS CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT, AT THE REQUEST OF BCE DEVELOPMENT

THIS 15 DAY OF AUGUST 1984
Joseph D. Juscher
REGISTERED LAND SURVEYOR

L.S. NO. 17692



GA GROUP FOUR, Inc.
19502 56th Avenue West
Lynnwood, Washington 98036 • 206 775-4581

DESIGNED BY S.R.S. 7-12-83 CHECKED BY JZ 8-3-89 APPROVED BY

REVISED EXEMPT SEGREGATION

for
BCE DEVELOPMENT INC. AUG 7 1989

SNOHOMISH COUNTY

WASHINGTON

