



200301300163  
Skagit County Auditor

1/30/2003 Page 1 of 22 2:27PM

**RETURN TO:**

Port of Skagit County  
P O Box 348  
Burlington, WA 98233

Document Title: RECISSION OF PROTECTIVE COVENANTS AND DECLARATION  
OF CONDITIONS, COVENANTS AND RESTRICTIONS FOR HOPPER ROAD BUSINESS  
PARK (F/K/A/ RIVERBEND INDUSTRIAL PARK) 200301300162

Reference number of documents assigned or released: 740925

Grantors: Port of Skagit County

Grantee: Future Owners

Partial Legal Description: (Full legal in binding site plan – auditor's file number  
200002230067 depicted in attached Exhibit A))  
NW 1/4 Section 8, T. 34 N., R. 4 E, W.M.

Assessor's Parcel/Tax I.D. Number: P116574, P116575, P116576, P116577, P116578,  
P116579, P116580, P116581, P116582, P116583, P116584, P116585, P116586, P116587,  
P116588, P116589, P116590, P116591, P116592, P116593, P116594, P116595, P116596

**RESCISSION OF  
PROTECTIVE COVENANTS AND  
DECLARATION OF  
CONDITIONS, COVENANTS AND RESTRICTIONS FOR  
HOPPER ROAD BUSINESS PARK  
(F/K/A RIVERBEND INDUSTRIAL PARK)**

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**THIS FIRST AMENDMENT TO PROTECTIVE COVENANTS** is made this 7<sup>th</sup> day of January, 2003, by the Port of Skagit County, a Washington Municipal Corporation ("Declarant"), with reference to the following facts:

**RECITALS**

A. The Port of Skagit County is the Owner of that certain real property in the City of Burlington, Washington, described on a binding site plan recorded on the 23<sup>rd</sup> day of February, 2000, under auditor's file number 200002230067 and revised under auditor's file number ~~200301300162~~ formerly known as Riverbend Industrial Park and now known as the Hopper Road Business Park ("Subject Property").

B. Declarant caused to be recorded, with respect to the Subject Property, "PROTECTIVE COVENANTS RIVERBEND INDUSTRIAL PARK OF THE PORT OF SKAGIT COUNTY" dated June 24, 1970 and recorded under Skagit County Auditor's File Number 740925 ("Protective Covenants"). The Protective Covenants provide that they may be removed by the act of eighty percent (80%) of the owners of property effected thereby. Declarant owns one hundred percent (100%) of the property subject to the Protective Covenants.

C. Declarant has caused a "Site Plan" for the Subject Property to be prepared, approved by the City of Burlington and recorded on the 23<sup>rd</sup> day of February, 2000, under Skagit County Auditor's File Number 200002230067 and revised under auditor's file number ~~200301300162~~ and as may be revised in the future, a photocopy reduction of which is attached to this Declaration as Exhibit A.

D. The Hopper Road Business Park has been renamed and developed as a master planned industrial park. It is the Declarant's desire and intention to rescind the Protective Covenants and to adopt these Covenants, Conditions and Restrictions (CC&Rs) for the benefit of the Subject Property, the Port of Skagit County, successive Owners and the lessees of Lots in the Hopper



Road Business Park. It is intended that these CC&Rs shall bind and benefit not only said purchasers, lessees and the Port of Skagit County but also their respective successors, heirs and assigns and that all Lots in the Hopper Road Business Park should be held, used, leased, sold and conveyed subject to the provisions set forth in this Declaration. Said CC&Rs are intended to be common to all of the Lots in the Hopper Road Business Park and to enhance and protect the value, desirability and attractiveness of all such Lots to their mutual benefit.

## **ARTICLE 1**

### **Definitions**

Unless the context otherwise specifies or requires, the terms defined in this Article 1, entitled "Definitions," shall, as used in this Declaration, have the meanings herein set forth:

**1.1 Association.**

The term "Association" shall mean the Hopper Business Park Association, a Washington non-profit corporation to be formed and organized for the purposes described in Article 4, entitled "Administration, Transfer of Control; Formation of Association, Assignment of the Development," of this Declaration.

**1.2 Beneficiary.**

The term "Beneficiary" shall mean a mortgagee under a mortgage as well as a beneficiary under a Deed of Trust.

**1.3 Common Maintenance Areas.**

The term "Common Maintenance Areas" means: (1) Landscape Buffer Areas; (2) entrance signs and associated landscaping; (3) the entire stormwater conveyance and detention system outside of individual Lot-specific stormwater system improvements. The entrance signs and associated landscaping and the storm water conveyance and detention system are set out on the Site Plan. "Landscape Buffer Areas" means all that area between the sidewalks and the street curbs. Responsibility for initial installation of landscaping and other facilities within the Common Maintenance Areas is described in Section 2.5, entitled "Landscaping and Stormwater Facilities," of this Declaration, and responsibility for maintenance of landscaping and facilities once installed within the Common Maintenance Areas is described in Section 2.7, entitled "Maintenance of Grounds," of this Declaration.

**1.4 Declarant.**

The term "Declarant" shall mean the Port of Skagit County.

**1.5 Declaration.**

The term "Declaration" shall mean this **RESCISSION OF PROTECTIVE COVENANTS AND DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS FOR HOPPER ROAD BUSINESS PARK (F/K/A RIVERBEND INDUSTRIAL PARK)**, as it may from time to time be amended or supplemented.



**1.6 Deed of Trust.**

The term "Deed of Trust" shall mean a Mortgage as well as a Deed of Trust.

**1.7 Improvement-Improvements.**

The term "Improvement" or "Improvements" shall include buildings, outbuildings walls and barriers, retaining walls, stairs, distribution facilities, hedges, windbreakers, loading areas and all other structures, installations, and landscaping of every type and kind, whether above or below the land surface.

**1.8 Lot.**

The term "Lot" shall mean any one of the areas of the Subject Property depicted as Lots 1 through 22 on the Site Plan. In the event the binding site plan is amended to the effect that any of such Lots are combined or divided, the term "Lot" shall mean the area so combined or each new Lot so created by such subdivision.

**1.9 Mortgage.**

The term "Mortgage" shall mean a Deed of Trust as well as a Mortgage and shall also mean a real estate contract.

**1.10 Mortgagee.**

The term "Mortgagee" shall mean a beneficiary under, or holder of, a Deed of Trust as well as a mortgagee under a mortgage and a "vendor" under a real estate contract.

**1.11 Occupant.**

The term "Occupant" shall mean an Owner, lessee, sublessee or any other person or entity asserting right of occupancy on any Lot or portion thereof, within the Subject Property.

**1.12 Owner.**

The term "Owner" shall mean and refer to any person or entity who has received a conveyance of fee simple title to or is the vendor under a real estate contract for any Lot, excluding and entity or person who holds such interest as security for the payment of an obligation, but including contract sellers and any Mortgagee or other security holder in actual possession of a Lot.

**1.13 Record - Recorded - Recordation.**

The terms "Record," "Recorded," or "Recordation" shall mean, with respect to any document, the recordation of said document in the office of the county auditor of Skagit County, Washington.

**1.14 Sign.**

The term "Sign" shall mean any structure, device, or contrivance, electric or non electric, upon or within which any poster, bill, bulletin, printing, lettering, painting, device, or other advertising of any kind whatsoever is used, placed, posted, tacked, nailed or otherwise fastened or affixed.



**1.15 Site Plan.**

The term "Site Plan" means the binding site plan approved by the City of Burlington, dated February 23, 2000, and Recorded in the records of Skagit County, Washington, under Skagit County Auditor's File Number 200002230067 and as revised under Auditor's File Number 200301300162, and as may be amended in the future, a photocopy reduction of Auditor's File Number 200301300162 is attached to this Declaration as Exhibit A.

**1.16 Hopper Road Business Park.**

The term "Hopper Road Business Park" shall be synonymous with the term "Subject Property" and shall mean all of the real property now or hereafter made subject to this Declaration.

**1.17 Street - Streets.**

The term "Street" or "Streets" shall mean any street, highway, road or thoroughfare within or adjacent to the Subject Property and shown on the Site Plan, whether designated thereon as street, boulevard, place, drive, road, court, terrace, way, lane, circle or otherwise.

**1.18 Subject Property.**

The term "Subject Property" shall be synonymous with the term "Hopper Road Business Park" and shall mean all of the real property now or hereafter made subject to this Declaration.

**1.19 Transition Date.**

The date which is ninety (90) days after Declarant has conveyed in fee to third parties Lots which in the aggregate contain sixty percent (60%) or more of the square footage contained in all Lots.

## **ARTICLE 2**

### **General Declarations**

**2.1 Rescission of Protective Covenants.**

Declarant hereby fully rescinds and removes in their entirety the PROTECTIVE COVENANTS RIVERBEND INDUSTRIAL PARK OF THE PORT OF SKAGIT COUNTY dated June 24, 1970 and recorded under Skagit County Auditor's File Number 740925 so that such Protective Covenants are of no further legal effect, whatsoever.

**2.2 General.**

The Declarant hereby declares that all of that real property located in City of Burlington, Washington, and more particularly described in the Site Plan is, and shall be, conveyed, hypothecated, encumbered, leased, occupied, built upon or otherwise used, improved, or transferred in whole or in part, subject to this Declaration. All of the covenants,



conditions, and restriction set forth herein are declared and agreed to be in furtherance of a binding site plan for the improvement, and sale or lease of said real property and are established for the purpose of enhancing and protecting the value, desirability and attractiveness of the Subject Property and every part thereof. All of said CC&Rs shall run with all of the Subject Property for all purposes and shall be binding upon and inure to the benefit of Declarant and all Occupants and their successors in interest as set forth in the CC&Rs, and, as provided in Section 9.2, entitled "City of Burlington as Beneficiary," are further for the benefit of and may be enforced by the City of Burlington.

**2.3 Status of Declarant/Waiver.**

Declarant is a Public Port District pursuant to the terms of Title 53 RCW. Any Occupant obtaining any property interest, or any Beneficiary shall acquire a security interest, in the Subject Property shall do so subject to the provisions of this Declaration and, by accepting or acquiring such interest, does for itself, its heirs and successors waive any claim against the Declarant for any cause of action which might otherwise lie against the Declarant based on its status as a municipal corporation and/or beyond that which could arise against a private party acting as a declarant under such a declaration.

**2.4 Declarant Reservations.**

The Declarant hereby reserves upon, and all Subject Property shall be leased or conveyed subject to, and the Declarant may convey or lease the Subject Property subject to, the following:

- (a) The Landscape Buffer Area and drainage easements depicted on the Site Plan;
- (b) The sanitary sewer easements depicted on the Site Plan;
- (c) All other easements as depicted on the Site Plan;
- (d) The street "right of way" depicted on the Site Plan;
- (e) The right of Declarant to make, grant and convey such other easements and dedications set forth elsewhere in this Declaration.

**2.5 Landscaping and Stormwater Facilities.**

All Lots must be landscaped in compliance with applicable zoning requirements. All landscaping shall be completed not later than the date each Improvement is occupied. All landscaping shall be irrigated with underground irrigation/sprinkler systems. No visqueen type plastic shall be used in planting areas. Composted mulch should be used for a mulch if desired.

The Landscape Buffer Areas, shall be maintained as a Common Maintenance Area pursuant to Section 2.7, entitled "Maintenance of Grounds," otherwise each Owner shall be responsible for maintenance of all landscaping on his Lot.



These landscape standards are intended to promote compatible and continuous landscape treatment throughout the Hopper Road Business Park. They specifically provide for a neat and well maintained appearance in areas not covered by buildings or parking, preserving sight lines and minimizing the adverse visual and environmental impact of large paved areas as well as massive or unsightly structures.

All areas shall be professionally maintained in a consistent, orderly fashion and ensure that plants receive proper care and maintenance for healthy and vigorous growth. All dead and dying plants shall be removed immediately and replaced with plants of the same specifications and size. Pruning, trimming and mowing shall be done in such manner that it does not change or alter the natural habit, form or size of the plant.

All Lots shall have stormwater collection and water quality treatment facilities that connect to the Hopper Road Business Park. Conveyance and detention system water quality treatment shall include a sediment control plan for the construction portion of the project. Water quality treatment shall be provided according to the City of Burlington's standards

All of the landscaping and stormwater conveyance and detention system within the Common Maintenance Areas including-landscape buffer areas, and main entry areas shall be maintained as per the requirements of Section 2.7, entitled "Maintenance of Grounds," of this Declaration. All of the landscaping within each Lot shall be maintained by the individual Lot Occupant in an attractive, neat, orderly, trimmed and pruned condition at all times. If, in the Declarant's reasonable opinion, the required landscape is not maintained in a sightly and well-kept condition, the Declarant shall be entitled to the remedies set forth in Section 2.8, entitled "Remedies for Failure to Maintain and Repair."

**2.6 Condition of Property.**

The Occupant of any Lot shall at all times keep it and the buildings, Improvements, and appurtenances thereon in a safe, clean and wholesome condition and comply, at its own expense, in all respects, with all applicable governmental health, fire and safety ordinances, regulations, requirements and directives, and the Occupant shall at regular and frequent intervals remove at its own expense any rubbish of any character whatsoever that may accumulate upon such Lot.

**2.7 Maintenance of Grounds.**

- (a) Each Owner shall be assessed a charge annually (the "Maintenance Assessment") for the maintenance of the Common Maintenance Area on the Subject Property until such time as such facilities or areas may be dedicated to the City of Burlington or any municipality. Such charge shall be paid to the Declarant and shall equal an amount that represents that proportion of the total cost of such maintenance as the area of the Lot owned by the Owner is proportionate to the total area of all Lots on the Subject Property. The Maintenance Assessment shall be assessed on an annual basis as determined by Declarant.

- (b) Each Occupant shall be responsible for the maintenance and repair of all parking areas, driveways, walkways, landscaping, and stormwater facilities on their Lot, with the exception of the landscaping and stormwater drainage facilities within the Common Maintenance Area. Such maintenance and repair shall include without limitation:
- (1) Maintenance of all parking areas, driveways and walkways in a clean and safe condition, including the paving and repairing or resurfacing of such areas when necessary with the type of material originally installed thereon or such substitute therefore as shall, in all respects, be equal thereto in quality, appearance, and durability, the removal of debris and waste material and the washing and sweeping of paved areas; the painting and repainting of striping markers and directional signals as required;
  - (2) Cleaning, maintenance and relamping of any external lighting fixtures, except such fixtures as may be the property of any public utility or governmental body;
  - (3) Performance of all necessary maintenance of all landscaping, including the trimming, watering and fertilization of all grass, groundcover shrubs, or trees; the removal of dead or waste materials; the placement of any dead or diseased grass, groundcover shrubs or trees;
  - (4) Cleaning and maintenance of all catch basins, bio-filters and stormwater facilities.

## 2.8 Remedies for Failure to Maintain and Repair.

(a) **Remedies.**

If any Occupant fails to perform the maintenance and repair required by Section 2.7, entitled "Maintenance of Grounds," then the Declarant, after fifteen (15) days prior written notice to such Occupant, shall have the right, not the obligation, to perform such maintenance and repair and to charge the Occupant with costs of such assessment or such work together with interest thereon at the rate of twelve percent (12%) per annum from the date of the Declarant's advancement of funds for such payment or such work to the date of reimbursement of the Declarant by Occupant. If the shall fail to reimburse the Declarant for such costs within ten (10) days after demand therefore, the Declarant may at any time within two years after such advance, file for Record in the office of the county auditor of Skagit County, Washington, a claim of lien signed by the Declarant for the





amount of such charge together with interest thereon. The lien created by this section shall be effective to establish a lien against the interest of the Occupant in his real and/or personal property affixed to a Lot under lease together with interest at twelve percent (12%) per annum on the amount of such advance from the date thereof, in addition to Recording fees, cost of title search obtained in connection with such lien or the foreclosure thereof, and court costs and reasonable attorney's fees that may be incurred in the enforcement of such a lien.

(b) **Foreclosure of Lien.**

Subject to the provisions of Article 8, entitled "Rights of Mortgagees," such a lien when so established against the real property of an Owner or the personal property affixed to a Lot under lease described in said claim, shall be prior or superior to any right, title, interest, lien or claim that may be or may have been acquired in or attached to the real property interest subject to the lien subsequent to the time of filing such claim for Record. Such lien shall be for the benefit of the Declarant and may be enforced and foreclosed in a like manner as a Deed of Trust as set forth in Chapter 61.24 RCW now or as hereafter amended.

(c) **Cure.**

If a default for which a notice of claim of lien was filed is cured, the Declarant shall file or Record a rescission of such notice, upon payment by the defaulting Occupant of the costs of preparing the filing or Recording such rescission and other reasonable costs, interest or fees that have been incurred.

(d) **Nonexclusive Remedy.**

The foregoing lien and the rights thereunder shall be in addition to, and not in substitution for, all other rights and remedies that any party may have hereunder and by law, including any suit to recover a money judgment for unpaid assessments. If any Occupant shall fail to perform such maintenance and repair and, notwithstanding such failure, Declarant should fail to exercise its rights and remedies hereunder, then any other Occupant, after fifteen (15) days prior written notice to Declarant and such delinquent Occupant, shall have the right, but not the obligation, to perform such maintenance and repair and shall have the same rights and remedies with respect thereto as are provided herein to.

**2.9 Refuse Collection Areas.**

All outdoor refuse collection areas shall be visually screened with walls, fences and/or plantings so as not to be visible from neighboring property or streets. No refuse collection area shall be permitted between a street and the front of a building.



**2.10 Repair of Buildings.**

No building or structure upon any Lot shall be permitted to fall into disrepair, and each such building and structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

**2.11 Public Utilities In Common Maintenance Areas and Property Owned by the Declarant.**

For property owned by the Declarant and Common Maintenance Areas, the Declarant reserves the sole right to consent the construction and operation of public utilities, including, but not limited to, street railways, interurban or rapid transit, freight railways, poles or lines for electricity, telephone, or telegraph, above or below ground conduits and gas pipes in and upon any and all streets now existing or hereafter established upon which any portion of such property may now or hereafter front or abut reserves the exclusive right to consent to and to petition the proper authorities for any and all street improvements, such as grading, seeding, tree planting, sidewalks, paving and sewer and water installation, whether it be on the surface or subsurface, which in the opinion of Declarant are necessary on such property. Declarant reserves the exclusive right to approve above ground utility lines across such property or any portion thereof on a temporary basis for the purpose of construction and such lines shall be permitted when required by a governmental agency. Notwithstanding the provisions of this section, the construction and operation of public utilities in rights-of-way dedicated to the public must be approved by the appropriate governmental authority.

**2.12 Mechanical Equipment.**

All mechanical equipment, utility meters, storage tanks, air-conditioning equipment and similar items shall be completely screened with landscaping or attractive architectural features integrated into the structure itself.

**Article 3  
Assessment of Liens**

**3.1 Annual Budget and Assessment.**

The Declarant shall annually adopt a one-year budget for the maintenance, repair and improvement of the Common Maintenance Areas. The Declarant then shall assess each Owner for its proportional share (determined by the proportion of the number of square feet owned at the time of the assessment as compared to the total square feet of all Lots.) by written notice to each Owner. The assessment is due and payable in full forty-five (45) days after the date sent by Declarant. Such assessment funds collected shall be separately accounted and used solely for Common Maintenance Area maintenance, repair and improvement.



**3.2 Special Assessments.**

Where necessary repairs or improvements are not foreseeable when the annual budget is created pursuant to Section 3.1, the Declarant may impose a special assessment computed on the same basis as an annual assessment for the costs of such repairs or improvements. All funds collected shall be used for such purposes and any remaining funds shall be applied to the ensuing year's budget. Such assessment(s) shall be due and payable in full within forty-five (45) days after the date sent by Declarant.

**3.3 Overdue Assessments/Lien Created.**

Any assessment not paid when due shall accrue interest at twelve percent (12%) per annum from the date due and shall be a lien against the Owner's property until fully paid, together with interest and costs of collection or lien foreclosure, including attorney fees. The Declarant may Record notice of such lien with the County Auditor any time within two years of the date a payment is overdue and foreclose the lien pursuant to the provisions for non-judicial foreclosure of a Deed of Trust pursuant to Chapter 61.24 RCW.

**ARTICLE 4**

**Administration; Transfer of Control; Formation of Association;  
Assignment of the Declarant**

**4.1 Initial Control.**

This Declaration shall be administered by Declarant commencing with its Recordation and continuing until the Transition Date. On the Transition Date, or sooner if Declarant so elects, Declarant shall assign and transfer to the Association all of the rights, powers and reservations of Declarant herein contained, and the Association shall assume all of such duties, rights, powers and reservations. The assignment made under this Section 4.1 shall be in reasonable form and shall be Recorded.

**4.2 Formation of Association.**

At least ninety (90) days prior to the Transition Date, Declarant of any Lot, Declarant shall cause the Association to be formed and organized by filing articles of Incorporation with the Secretary of State of the State of Washington. The affairs of the Association shall be governed and regulated by said Articles, Bylaws to be adopted by the Association and this Declarant.

**4.3 Membership.**

Each and every Owner of a Lot shall automatically become and must remain a member of the Association. Membership in the Association shall be appurtenant to and may not be separated from Ownership of a Lot. Any transfer of title to a Lot shall operate automatically to transfer membership in the Association appurtenant to such Lot to the new Owner thereof.



**4.4 Voting Rights.**

Each member of the Association shall be entitled to one (1) vote for every one thousand (1,000) square feet of land, or fraction thereof, contained in the Lot owned by such member as of the date of the notice of the meeting at which the vote is to be cast.

**4.5 Board of Directors.**

The affairs of the Association shall be managed by a Board of Directors which will be established and which shall conduct regular and special meetings according to the provisions of the Bylaws and the Association. The number of directors and the initial members of the Board of Directors shall be as set forth in the Articles of Incorporation filed by Declarant. The Board of Directors shall administer this Declaration on behalf of the Association following the transfer of administration described in Section 4.1, entitled "Initial Control," of this Declaration.

**4.6 Other Assignments.**

Upon the sale and conveyance of the entirety of Declarant's interest in the Subject Property prior to the sale of any Lot, Declarant may assign and convey any and all of the rights, powers and reservations of Declarant hereunder to the person or entity to whom Declarant has sold and conveyed its interest in the Subject Property. The Assignee shall thereupon have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant herein. Any such assignment made under this Section 4.6 shall be in reasonable form and shall be Recorded.

**ARTICLE 5**

**Constructive Notice and Acceptance**

Every person or entity who now or hereafter occupies or acquires any right, title or interest in or to any portion of the Subject Property is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person acquired an interest in the Subject Property.

**ARTICLE 6**

**Waiver**

Neither the Declarant nor its successors or assigns shall be liable to any Occupant of the Subject Property by reason of any mistake in judgment, negligence, nonfeasance, action or inaction or for the enforcement of failure to enforce any provision of this Declaration. Every Occupant of any of said property by acquiring its interest therein agrees that it will not bring any action or suit against the Declarant to recover any such damages or to seek equitable relief because of same.



## **ARTICLE 7**

### **Runs with Land**

All covenants, conditions, restrictions and agreements herein contained are made for the direct, mutual and reciprocal benefit of each and every Lot of the Subject Property; shall create mutual equitable servitudes upon each Lot in favor of every other Lot; shall create reciprocal rights and obligations between respective Occupants of all Lots and privity of contract and estate between all grantees of said Lots, their heirs, successors and assigns; and shall, as to the Occupant of each Lot, his heirs, successors and assigns, operate as covenants running with the land, for the benefit of all other Lots, except as provided otherwise herein.

## **ARTICLE 8**

### **Rights of Mortgagees**

No breach of any covenant, condition or restriction herein contained or any enforcement thereof, shall defeat or render invalid the lien of any mortgage or Deed of Trust now or hereafter executed upon the Subject Property or a portion thereof, provided, however, that if any portion of said property is sold under a foreclosure of any mortgage or under the provisions of any Deed of Trust, any purchaser at such sale and its successors and assigns shall hold any and all property so purchased subject to all of the covenants, conditions and restrictions contained in this Declaration.

## **ARTICLE 9**

### **Binding Site Development; Enforcement by the City of Burlington**

#### **9.1 Binding Site Plan.**

This Declaration has been adopted by the Declarant in conjunction with the binding site plan (herein referred to also as Site Plan) for the Subject Property approved by the City of Burlington. Said plans dated February 23, 2000, and revised ~~June 22, 2003~~ and as may be revised in the future, are available at the Planning Department of the City of Burlington or at the Port of Skagit County.

#### **9.2 City of Burlington as Beneficiary.**

Notwithstanding anything to the contrary set forth herein, the covenants, conditions and restrictions set forth herein are intended to benefit the City of Burlington, which shall have standing to enforce the same.



## ARTICLE 10

### Captions

The captions of articles and sections herein are used for convenience only and are not intended to be a part of this Declaration or in any way to define, limit or describe the scope and intent of the particular article or section to which they refer.

## ARTICLE 11

### Effect of Invalidation

If any provision of this Declaration is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

IN WITNESS WHEREOF Declarant has caused this Declaration executed as of the 7<sup>th</sup> day of January 2003.

Glen B. Alla Jr.  
Commissioner

[Signature]  
Commissioner

[Signature]  
Commissioner



STATE OF WASHINGTON )  
 ) SS  
SKAGIT COUNTY )

On this 7<sup>th</sup> day of January 2003, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Glenn B. Allen, Jr. to me known to be the Commissioner President of the PORT OF SKAGIT COUNTY, a municipal corporation, the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was duly authorized to execute the same and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.

Deborah D. Hamilton  
(signature)

Deborah D. Hamilton  
(print name)

NOTARY PUBLIC in and for the State of Washington,  
residing at Burlington, WA  
My appointment expires: 10/24/2006



200301300163  
Skagit County Auditor

STATE OF WASHINGTON )  
 ) SS  
SKAGIT COUNTY )

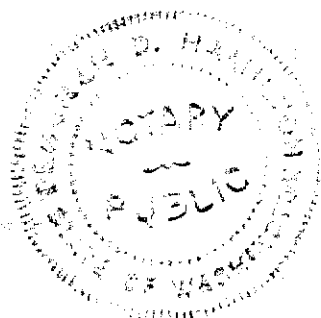
On this 7<sup>th</sup> day of January 2003, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Terry Kaufman to me known to be the Commissioner Vice President of the PORT OF SKAGIT COUNTY, a municipal corporation, the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was duly authorized to execute the same and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.

Deborah D. Hamilton  
(signature)

Deborah D. Hamilton  
(print name)

NOTARY PUBLIC in and for the State of Washington,  
residing at Burlington, WA  
My appointment expires: 10/24/2006





STATE OF WASHINGTON )  
 ) SS  
SKAGIT COUNTY )

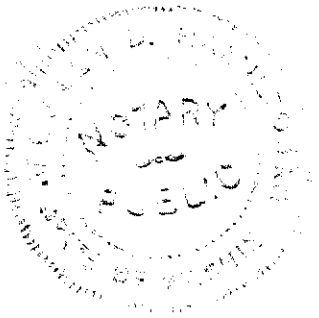
On this 3<sup>rd</sup> day of January 2003, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Kevin E. Ware to me known to be the Commissioner Secretary of the PORT OF SKAGIT COUNTY, a municipal corporation, the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was duly authorized to execute the same and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.

Deborah D. Hamilton  
(signature)

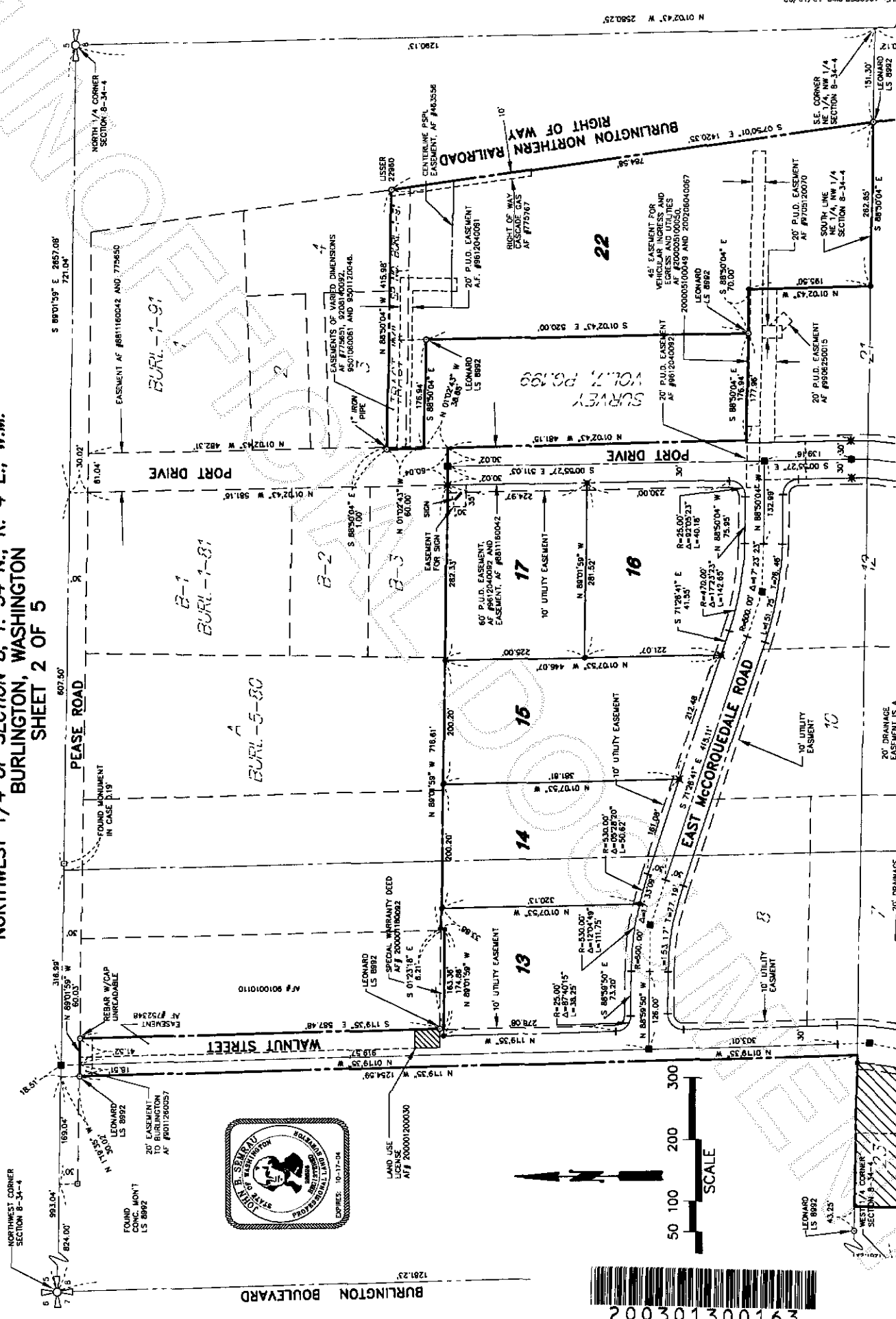
Deborah D. Hamilton  
(print name)

NOTARY PUBLIC in and for the State of Washington,  
residing at Burlington WA  
My appointment expires: 10/24/2006



200301300163  
Skagit County Auditor

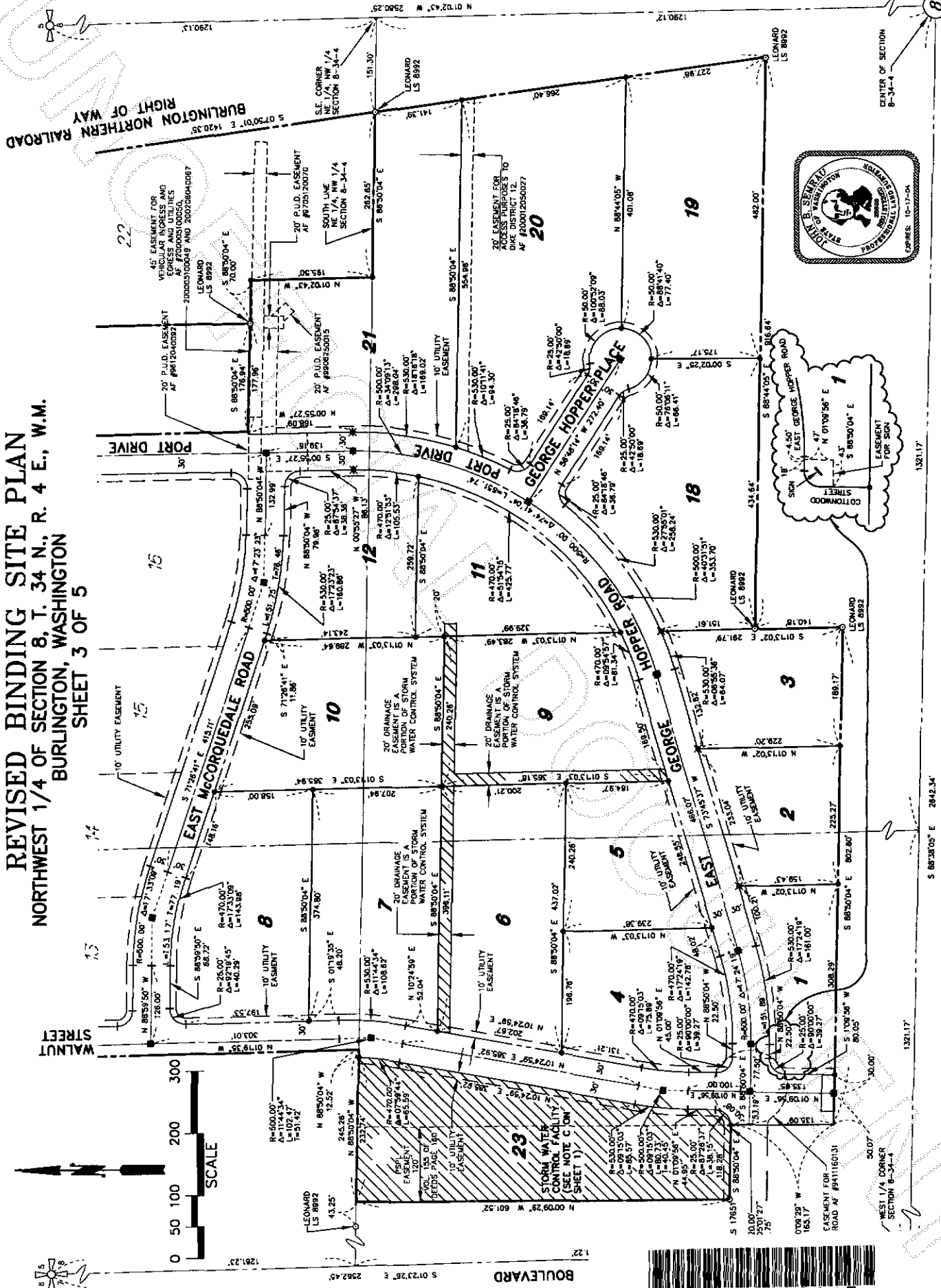
# HOPPER ROAD BUSINESS PARK REVISED BINDING SITE PLAN NORTHWEST 1/4 OF SECTION 8, T. 34 N., R. 4 E., W.M. BURLINGTON, WASHINGTON SHEET 2 OF 5



Skagit County Auditor

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 J. ENGINEERING & SURVEYING, PLLC  
 CIVIL ENGINEERING - LAND SURVEYING - PLANNING  
 2718 KIRKWOOD DRIVE - SUITE 104  
 BURLINGTON, WA 98273  
 360-424-9586

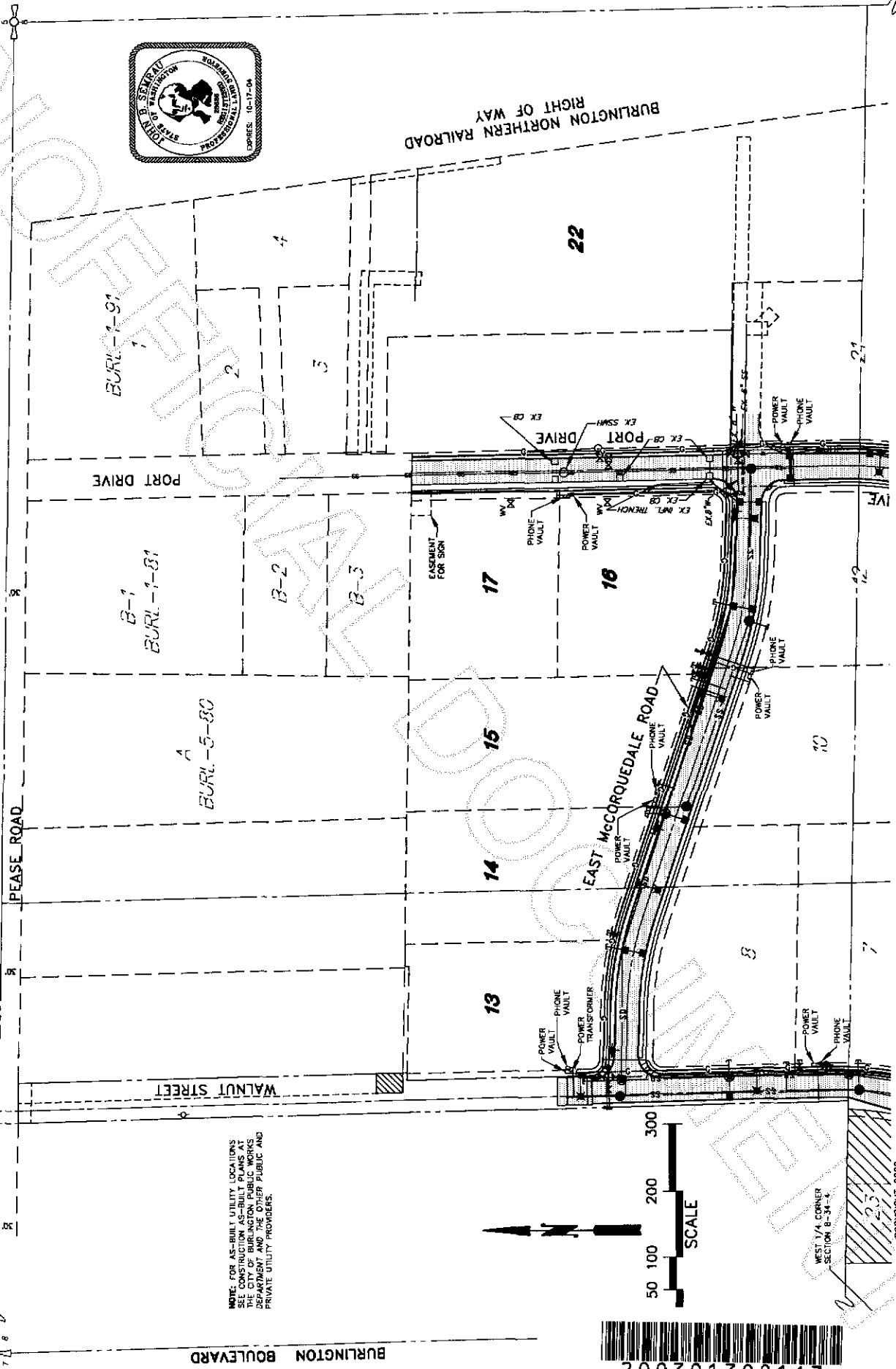
# HOPPER ROAD BUSINESS PARK REVISED BINDING SITE PLAN NORTHWEST 1/4 OF SECTION 8, T. 34 N., R. 4 E., W.M. BURLINGTON, WASHINGTON SHEET 3 OF 5



200301300163  
Skagit County Auditor

# HOPPER ROAD BUSINESS PARK REVISED BINDING SITE PLAN NORTHWEST 1/4 OF SECTION 8, T. 34 N., R. 4 E., W.M. BURLINGTON, WASHINGTON SHEET 4 OF 5

## ROAD AND UTILITY PLAN



BURLINGTON NORTHERN RAILROAD  
 RIGHT OF WAY

EMRAU ENGINEERING & SURVEYING, PLLC  
 CIVIL ENGINEERING • LAND SURVEYING • PLANNING  
 2118 RIVERSIDE DRIVE - SUITE 104  
 MOUNT VERNON, WA 98273  
 360-424-9566

SHEET 4 OF 5 HOPPER ROAD BUSINESS PARK-REV. BSP

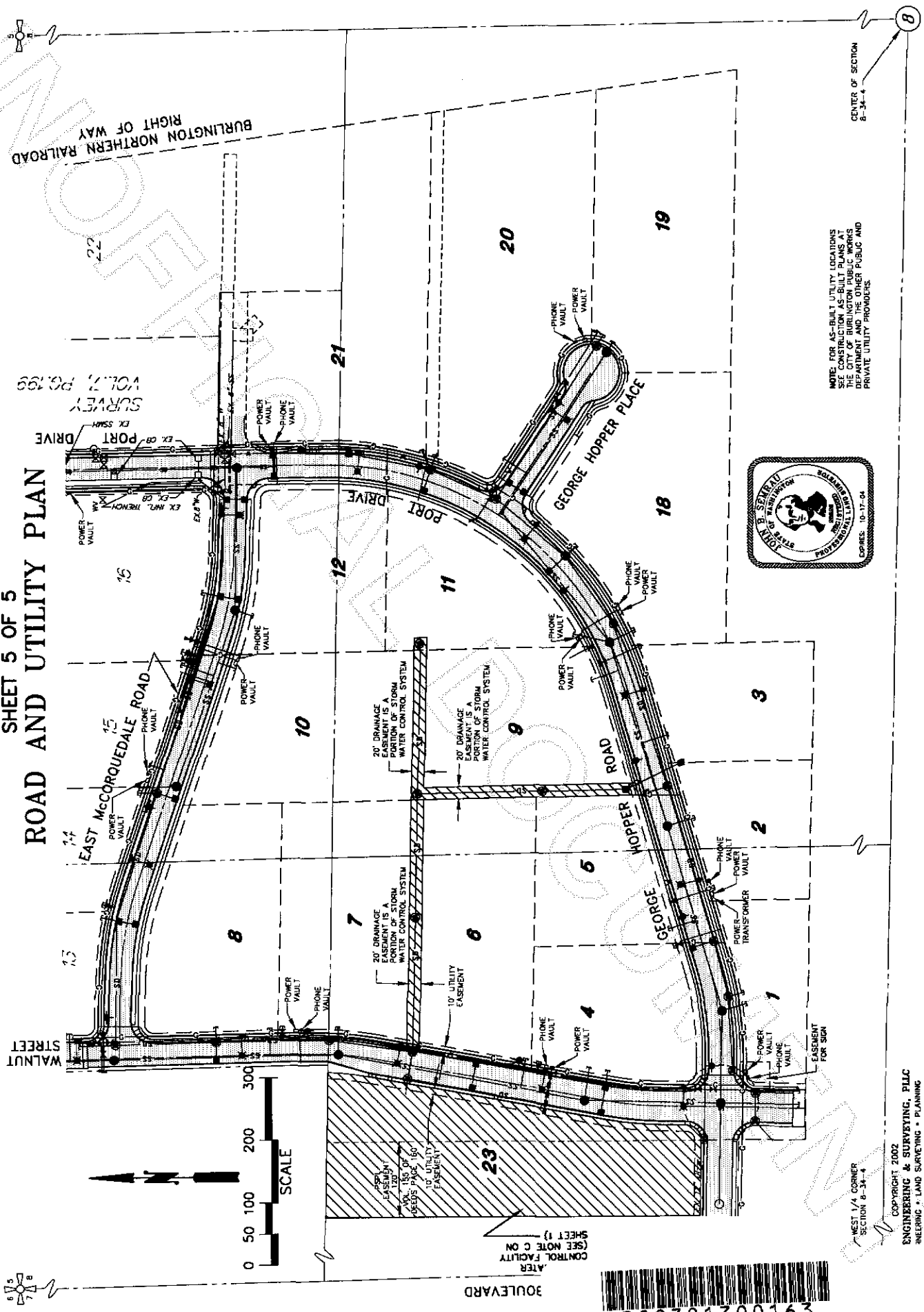
CENTER OF SECTION  
 8-34-4



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 Skagit County Auditor

# HOPPER ROAD BUSINESS PARK REVISED BINDING SITE PLAN NORTHWEST 1/4 OF SECTION 8, T. 34 N., R. 4 E., W.M. BURLINGTON, WASHINGTON SHEET 5 OF 5

## ROAD AND UTILITY PLAN



BURLINGTON NORTHERN RAILROAD  
 RIGHT OF WAY

SURVEY  
 VOL. 7, PG. 199

WALNUT STREET

EAST McCORQUEDALE ROAD

PORT DRIVE

GEORGE HOPPER PLACE

GEORGE HOPPER ROAD

BOULEVARD

0 50 100 200 300  
 SCALE

CONTROL FACILITY  
 (SEE NOTE C ON  
 SHEET 1)

15' OF  
 EASEMENT  
 15' OF  
 EASEMENT

20' DRAINAGE  
 EASEMENT IS A  
 PORTION OF STORM  
 WATER CONTROL SYSTEM

20' DRAINAGE  
 EASEMENT IS A  
 PORTION OF STORM  
 WATER CONTROL SYSTEM

10' UTILITY  
 EASEMENT



NOTE: FOR AS-BUILT UTILITY LOCATIONS  
 SEE CONSTRUCTION AS-BUILT PLANS AT  
 THE OFFICE OF BURLINGTON PARK SERVICES  
 DEPT. OF UTILITIES AND THE OTHER PUBLIC AND  
 PRIVATE UTILITY PROVIDERS

WEST 1/4 CORNER  
 SECTION 8-34-4

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