



200305070171
Skagit County Auditor

5/7/2003 Page 1 of 23 4:18PM

200303260180
Skagit County Auditor

3/26/2003 Page 1 of 24 3:34PM

Document Title:

Development Agreement

* Re-Record to correct Legal Desc.

Reference Number :

Grantor(s):

☒ additional grantor names on page 2

1. City of Sedro-Woolley

2.

Grantee(s):

☒ additional grantee names on page 3

1. City of Sedro-Woolley

2.

Abbreviated legal description:

☒ full legal on page(s) 3

S&J 18,35-5 see page 3

ORIGINAL

Assessor Parcel / Tax ID Number:

☒ additional tax parcel number(s) on page 3

P 39364

RETURN TO:

P. Hayden
City of Sedro-Woolley
720 Murdock Street
Sedro-Woolley, WA 98284

DOCUMENT TITEL(S) (or transaction contained herein):

DEVELOPMENT AGREEMENT, dated May 26, 2002

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

Contains subordination for the following deeds of trust in AF#'s: 200102270069; 200109070090; 200104050107; 200108210036; 9806180062; 9806180063

GRANTOR(S) (Last name, first name and initials);

1. **CITY OF SEDRO-WOOLLEY, a Washington Municipal Corporation**
2. **S-W LAND COMPANY, LLC, A Washington Limited Partnership**
3. **THE FOXHALL LAND COMPANY, LLC, A Washington Limited Partnership**
4. **Mc GOFFIN, MARY THERESE JANICKI, and JANICKI, LISA as Co-Trustees for the JANICKI FAMILY TRUST dated May 1, 1988**
5. **LANGE, JOHN A. and LANGE, GAYLE, Husband and Wife**
6. **KINDRED, GALEN and KINDRED, SONDRRA, Husband and Wife**
7. **DUKES HILL, LLC, A Washington Limited Liability Company**
8. **Mumford II, James R. and Mumford, Debra, husband and wife (as to subordination)**
9. **Whidbey Island Bank (as to subordination)**
10. **SeaPower Carpenter, Ltd. (as to subordination)**
11. **Zion First National Bank, Custodian for Louise H. Marsh Individual Retirement Account (as to subordination)**



200305070171
Skagit County Auditor

5/7/2003 Page 2 of 23 4:18PM

GRANTEE(S) (Last name, first name and initials):

1. CITY OF SEDRO-WOOLLEY, A Washington Municipal Corporation
2. S-W LAND COMPANY, LLC, A Washington Limited Partnership
3. THE FOXHALL LAND COMPANY, LLC, A Washington Limited Partnership
4. McGOFFIN, MARY THERESE JANICKI and JANICKI, LISA, as Co-Trustees for THE JANICKI FAMILY TRUST dated May 1, 1988
5. LANGE, JOHN A. and LANGE, GAYLE, Husband and Wife
6. KINDRED, GALEN and KINDRED, SONDRRA, Husband and Wife
7. DUKES HILL, LLC, A Washington Limited Liability Company

LEGAL DESCRIPTION (Abbreviated: i.e., lot, block, plat or quarter, quarter, section, township and range).

Portion of Sections 7, 13, and 18, Twp 35 North, Range 5 East, W.M.

Situate in the County of Skagit, State of Washington. (Complete legal attached page #ed 19)

ASSESSOR'S PARCEL/TAX I.D. NUMBER:

P39318; P39316; P38608; P39364; P113136; 39358; P113137; P39358; P39370; P113471; P39369; P39372; P103786; P39305; P39361; P39362; P39363; P39364; (Parcel numbers are for reference only, and the legal description in the ordinance shall prevail over any conflict with parcel numbers.)



200305070171

Skagit County Auditor

DEVELOPMENT AGREEMENT

ORIGINAL

THIS AGREEMENT, made and entered into this 26th day of March 2002 by and between the **CITY OF SEDRO-WOOLLEY, a Washington Municipal Corporation**, hereinafter referred to as "City", and:

1. **S-W LAND COMPANY, LLC, A Washington Limited Partnership, and THE FOXHALL LAND COMPANY, LLC, A Washington Limited Partnership, as Tenants in Common;**
 2. **MARY THERESE JANICKI McGOFFIN and LISA JANICKI, as Co-Trustees for THE JANICKI FAMILY TRUST dated May 1, 1988;**
 3. **JOHN A. LANGE and GAYLE LANGE, Husband and Wife;**
 4. **GALEN KINDRED and SONDRRA KINDRED, husband and wife;**
- hereinafter referred to jointly and severally as "Developer", (collectively "the parties").

RECITALS

A. Developer is the owner of certain undeveloped real property ("Property") located within the City of Sedro-Woolley. The Property is specifically described in Exhibit "A-1" attached hereto and incorporated herein as to Sauk Mountain View Estates North, and in Exhibit "A-2" attached hereto and incorporated herein as to Sauk Mountain View Estates South.

B. The City of Sedro-Woolley annexed a portion of the Property, together with other real property, on January 9th, 2002, pursuant to Ordinance No. 1418-02, and Developer has entered into an agreement dated January 9th 2002, recorded in Skagit County Auditor's File No. 200204020058 in contemplation of approval of further development and execution of this agreement.

C. The City's willingness to annex the property was conditioned upon the agreement of Developer to develop the property and agree to infrastructure construction necessary to protect the public health, safety and welfare.

D. The Developer has submitted the following applications for approval:

Application No.	Name of Project
#161	Sauk Mountain View North Residential PUD
#165	Sauk Mountain View South Residential PUD



200305070171

Skagit County Auditor

E. An MDNS has been issued for these applications, the period for an appeal has lapsed, and no appeal has been taken.

F. These preliminary applications and this agreement have been approved by the Sedro-Woolley Planning Commission. The period provided for an appeal has lapsed, and no appeal has been taken.

G. The City has authority under RCW 36.70B.170-.210 to enter into a development agreement, to set development standards to govern development and use of the property.

NOW, THEREFORE, for and in consideration of the City's approval of the preliminary applications of Developer as follows, the parties agree as follows:

1. Development of the Property. The applications of Developer for preliminary approval as follows:

<i>Application No.</i>	<i>Name of Project</i>
161	Sauk Mountain View North PRD
165	Sauk Mountain View South PRD

are hereby approved subject to the conditions contained in this agreement, and the Resolution of the Sedro-Woolley Planning Commission.

2. Conditions of Approval. The approval of the above-referenced applications is conditioned on the following, which Developer hereby agrees to perform according to their terms:

- a. the conditions set forth in the MDNS(s) attached for these applications.
- b. the conditions set forth in the staff report(s) of the Sedro-Woolley Planning Director, attached to the Findings and Decision/Order.
- c. the conditions of the Findings and Decision/Order of the Sedro-Woolley Planning Commission approving the applications.

These conditions are incorporated by reference to the respective documents.

3. Obligations of Developer. In addition to other applicable requirements for these developments, and not in lieu thereof, Petitioner agrees to (a) complete the obligations of the Annexation Agreement referenced above, and (b) construct the utilities and infrastructure for the approved developments, including public right of way improvements, and perform the obligations set forth herein, within five (5) years of approval of Developer's applications referenced in Section 1. Developer may phase construction of the infrastructure improvements with its development, if the City Planner determines that such phased construction will provide infrastructure adequate to serve the portions of the approved applications which will be first built, or has other adequate assurance that the infrastructure will be completed.



200305070171

Skagit County Auditor

4. Special Traffic Impact Fee. The Developer will pay to the City a special traffic impact fee of \$1,500.00 per dwelling unit (in addition to the regular traffic impact fee imposed by SWMC Ch. 15.60,) for construction by the City of street improvements on McGarigle Street (including design, ROW acquisition, construction, storm water facilities, pedestrian ways, and other aspects) from the western boundary of McGarigle Road at Township Street to Fruitdale Road, and along Fruitdale Road to the Northern Boundary of the golf course property, including design and necessary permitting costs, to such design and standards as specified by the City Engineer. The City Engineer shall have discretion to utilize these funds in any reasonable way, for improvements to this right-of-way. This payment is in addition to any other fees and conditions, including traffic impact fees, conditions of annexation, and conditions of the MDNS, or other conditions mandated by ordinance and statute. This payment shall be due at the time of building permit issuance for each residential unit, and shall be collected in the same manner as the regular traffic impact fee, but shall not be subject to offset or credit. The City shall expend or commit to expend these funds for improvements to McGarigle Street within six (6) years of complete build-out of the approved developments.

5. Fire Station. The Developer shall complete conveyance of 12,000 SF of real property located on a public right-of-way completed to City specifications, with all infrastructure in place, to the City for use as a fire station in the annexed area, said property to be in a location identified on the attached Exhibit D prior to issuance of any residential building permit. The City shall construct any future building to conform to architectural appearance standards compatible with residential development, in Petitioner's discretion, if the Petitioner shall pay any increase in construction cost due to this standard.

6. East-West Collector. The Developer shall construct and convey to the City a public street right-of-way for an East-West collector arterial street from Fruitdale Road to the western boundary of the approved PRDs, including design and permitting costs, to such design and standards as specified by the City Engineer for a collector arterial street 60 feet in width, based on state law, City ordinances, WashDOT specifications, and generally accepted engineering standards, and convey the same to the City. Completion of this requirement may be phased with construction of approved development as determined by the City. This street is identified on the preliminary plan approved by the Planning Commission.

7. North-South Walking Trail. The Developer shall construct and convey to the City or such other entity approved by the City a North-South walking trail (not paved) from McGarigle Street to the North end of the developments, in such location and design as approved by the City from among the alternatives approved in the Annexation Agreement. Completion of this requirement may be phased with construction of approved development as determined by the City Planner.

8. City Park. Construct to standards to be agreed by the parties, and convey to the City a park consisting of a minimum of two acres or more, adjacent to a public street and reasonably acceptable to the City Planner, to the satisfaction of the City, in the approximate location



200305070171

Skagit County Auditor

identified on the plans approved by the Planning Commission.

9. Security. The City and Developer may agree that the Developer will pay or post security for the improvements set forth herein prior to issuance of building permits or approval of the permitted work by Petitioner for construction of infrastructure improvements for the approved applications. As part of any security agreement, the parties may negotiate a subsequent agreement permitting the Petitioner to phase construction of the improvements with its development, if the City determines that it has adequate assurance that the improvements shall be completed on a timely basis. In the event the Petitioner fails to perform the improvements for which security is provided on a timely basis, the City may do the same and shall be reimbursed by the Petitioner for the cost thereof, or may apply the security to the cost of performance.

10. Vested Rights. The approved applications shall be governed by the ordinances of the City of Sedro-Woolley in effect at the time of approval of this agreement, with regard to construction of infrastructure improvements, except as provided herein. Any building permits for individual structures within the approved developments shall be subject to the building codes and ordinances in effect at the time all fees are paid and the City received a complete application therefore.

11. Credits Towards Development Impacts. Upon performance of the obligations identified above, the Petitioner shall receive a credit as follows against City impact fees for planned developments SWMC Chapter 15.60, at the time of application for building permits:

- a. For conveyance of land and improvements in Section 5, the Petitioner shall receive a credit against fire impact fees of \$30,000.00 for the lot.
- b. For construction and conveyance of the land in Section 8, a credit of two (2) acres at \$15,000 per acre towards park land for any development in the approved applications identified by Developer. The developer will receive a credit for construction of the park against park impact fees for time and materials, at cost and conditions to be agreed upon by the parties.

This credit may only apply to construction or development activity in property owned by Developer in the approved applications, unless otherwise agreed to in writing by the City. The Petitioners signing below shall provide for allocation of the credit among them, and shall provide appropriate documentation to the City of such allocation prior to application of the credit.

The parties understand that the Developer may increase the acreage of the park, and the parties may negotiate an agreement to provide for a transferable credit to benefit other property owned by the Developer in the general vicinity of the park.

12. General Provisions.

12.1 Binding on Successors; Covenant to Run With Land. This Agreement is intended to protect the value of the Property, as well as the public health, safety, and welfare of the City, and the benefits and burdens inuring to the Developer and to the City from this



200305070171

Skagit County Auditor

Agreement shall run with the real property described herein, and shall be binding upon the Developer, and their heirs, successors, and assigns, and upon the City.

12.2. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington. Venue for any action to enforce the terms of this Agreement shall be in Skagit County Superior Court.

12.3 Stipulation. The Developer agrees and stipulates that the application and related material establishes that the impact fees and infrastructure required of the Developer is proportional to the impact caused by the development, and that there is a nexus between the development and the impacts for which fees and other mitigation is sought. By signing this agreement, the Developer is agreeing to the legal sufficiency of the fees and requirements for said infrastructure and payment of fees, and waives the right to challenge the same in court or before the City Planning Commission or City Council.

12.4. Severability. The provisions of this Agreement are separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion or the invalidity of the application thereof to any person or circumstance, shall not affect the validity of the remainder of this Agreement, or the validity of its application to other persons or circumstances.

12.5 Authority. The City and the Developer each represent and warrant to the other that it has the respective power and authority, and is duly authorized to execute and deliver this Agreement. Developer represent and warrant that they are the fee owners or contract purchasers and have authority to agree to the covenants contained herein.

12.6 Term of Agreement. This Agreement shall remain in full force and effect unless amended or terminated by the mutual agreement of the parties. The City may extend the five (5) year period for development in the manner provided for extensions for PRDs, or as negotiated by the parties.

12.7 Amendment. This Agreement may be modified only by a written instrument duly executed by all parties; provided, however, notwithstanding any provisions of this Agreement to the contrary, the City and the parties reserve the right to adopt and impose upon the Property restrictions and development regulations different than those set forth herein, if required by a serious threat to public health and safety.

12.8 Exhibits. The exhibits attached hereto are incorporated herein by this reference as if fully set forth.

12.9 Headings. The headings in this Agreement are inserted for reference only and shall not be construed to expand, limit or otherwise modify the terms and conditions of this Agreement.



200305070171
Skagit County Auditor

12.10 Integration. This Agreement and its exhibits represent the entire agreement of the parties with respect to the subject matter hereof. There are no other agreements, oral or written, except as expressly set forth herein, except the Pre-Annexation Agreement, which is expressly reserved to the parties, and not merged herein.

12.11 Indemnification. Developer release and agree to defend, indemnify, and hold harmless the City and all of its elected and appointed officials, and its employees and agents, from all liability, claims, appeals, and costs, including the costs of defense of any claim or appeal, arising in connection with the Development of the Property and/or this Agreement, except to the extent any liability, claim, appeal or cost results from the sole negligence of the City or its officers, agents, or employees in performance of this Agreement.

12.12 Enforcement. In the event Developer fails to satisfy any of its obligations under this Agreement, the City shall have the right to enforce this Agreement at both law and equity, including but not limited to enforcing this Agreement under the enforcement provisions of the Sedro-Woolley City Code in effect at the time of any breach. Damages are not an adequate remedy for breach.

12.13 Police Power. Nothing in this Agreement shall be construed to diminish restrict or limit the police powers of the City granted by the Washington State Constitution or by general law. This Agreement is an exercise of the City's police powers and the authority granted under RCW 35A.14.330, RCW 36.70B.170-.210, and RCW 39.34.

12.14 Effective Date. This Agreement shall be effective on the effective date of the City's Ordinance approving this Agreement, and the execution of this Agreement by duly authorized representatives of each party.

12.15 Implementation of Agreement. Following approval by the City Council and execution of this Development Agreement, it shall be recorded with the Skagit County Auditor, and may be specifically enforced by the parties in the same manner as any other approval for this project, including specific enforcement in Skagit County Superior Court.

IN WITNESS WHEREOF the parties have hereunto placed their hand and seals on the day and year indicated.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.



200305070171
Skagit County Auditor

5/7/2003 Page 9 of 23 4:18PM

**CITY OF SEDRO-WOOLLEY,
a Washington Municipal Corporation:**

Sharon Dillon
MAYOR

Attest:

Patsy K. Nelson
CITY CLERK

Approved as to Form:

[Signature]

STATE OF WASHINGTON)
) SS.
COUNTY OF SKAGIT)

I, the undersigned Notary Public, in and for the State and County, do hereby certify that on this day, personal appeared before me Sharon Dillon, Mayor to me know to be the Patsy Nelson, Clerk of the City of Sedro-Woolley, who executed the within instrument and acknowledged that they signed and sealed the same as the free and voluntary act and deed of said City for the uses and purposes therein mentioned.

GIVEN UNDER my hand and official seal this 26 day of March, 2007.3

[Signature]
Notary Public in and for the State of
Washington, residing at Sedro-Woolley
My Commission Expires: 10-1-04
Print Name Patrick M. Hayden



200305070171
Skagit County Auditor

S-W LAND COMPANY, LLC, A Washington Limited Partnership

By

Frederick B. Flemming
MANAGING PARTNER

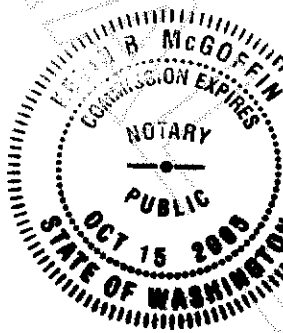
State of Washington)

) ss.

County of Skagit)

On this day personally appeared before me Frederick B. Flemming to me known to be the Managing Partner of Sedro-Woolley Land Company, LLC, and executed the foregoing instrument to be the free and voluntary act and deed of said Limited Partnership for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 22 day of April, 2002.



Kevin B. McGoffin
Notary Public in and for the State of
Washington, residing at Sedro-Woolley
My Commission Expires: 10-15-2005
Print Name Kevin B. McGoffin



200305070171

Skagit County Auditor

THE FOXHALL LAND COMPANY, LLC, A California Limited Liability Company

By:

[Signature]
Authorized Agent

State of California)

) ss.

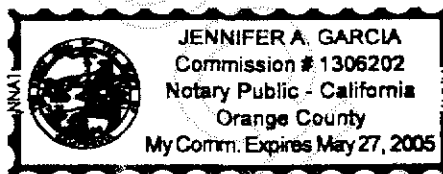
County of Orange)

On this day personally appeared John Flemming before me Jennifer A. Garcia known to me as the Authorized Agent of the Foxhall Land Company, LLC, and executed the foregoing instrument to be the free and voluntary act and deed of said Limited Liability Company for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 12th day of July, 2002.

[Signature]
Notary Public

County of Orange, State of California



200305070171

Skagit County Auditor

5/7/2003 Page 12 of 23 4:18PM

THE JANICKI FAMILY TRUST dated May 1, 1988

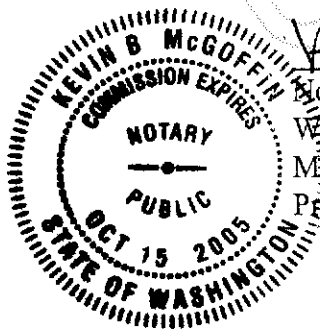
By Mary Therese Janicki McGoffin co-trustee
MARY THERESE JANICKI MCGOFFIN
AS CO-TRUSTEE

By Lisa Janicki, Co-trustee
LISA JANICKI AS CO-TRUSTEE
AS CO-TRUSTEE

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

ON THIS DAY personally appeared before me MARY THERESE JANICKI MCGOFFIN and LISA JANICKI, to me known to be the Co-Trustees of THE JANICKI FAMILY TRUST dated May 1, 1988, who executed the within and foregoing instrument and acknowledged to me that they signed the same as the free and voluntary act and deed of the said Trust, for the purposes therein mentioned, and in their capacity as Co-Trustees.

GIVEN under my hand and official seal this 23 day of April, 2002.



Kevin B. McGoffin
Notary Public in and for the State of
Washington, residing at Sedco-Woolley
My Commission Expires: 10-15-2005
Print Name: Kevin B. McGoffin



200305070171
Skagit County Auditor

5/7/2003 Page 13 of 23 4:18PM

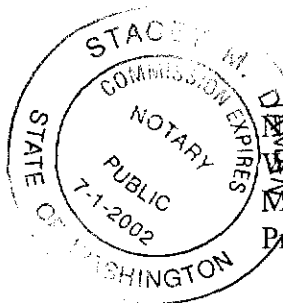
John A. Lange
JOHN A. LANGE

Gayle Lange
GAYLE LANGE

STATE OF WASHINGTON)
) SS.
COUNTY OF SKAGIT)

I, the undersigned Notary Public, in and for the State and County, do hereby certify that on this date, personal appeared before me John A. Lange and Gayle Lange, to me known to be the individual(s) described in and who executed the within instrument and acknowledged that he/she signed and sealed the same as his/her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 25th day of April, 2002.



Stacey M. Daman
Notary Public in and for the State of
Washington, residing at Sedro-Woolley
My Commission Expires: 07-01-02
Print Name Stacey Daman



200305070171
Skagit County Auditor

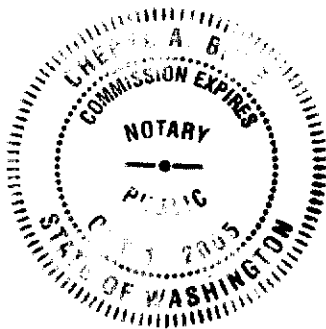
Galen Kindred
GALEN KINDRED

Sondra Kindred
SONDRA KINDRED

STATE OF WASHINGTON)
) SS.
COUNTY OF SKAGIT)

I, the undersigned Notary Public, in and for the State and County, do hereby certify that on this date, personal appeared before me Galen Kindred and Sondra Kindred, to me known to be the individual(s) described in and who executed the within instrument and acknowledged that he/she signed and sealed the same as his/her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 12th day of September, 2002.



Cheryl A Brue
Notary Public in and for the State of
Washington, residing at Sedro Woolley
My Commission Expires: 10/1/05
Print Name CHERYL A. BRUE



200305070171
Skagit County Auditor

Subordination

The undersigned beneficiaries of that Deed of Trust in which John A. Lange and Gayle Lange, husband and wife, are Grantors, and James R. Mumford II and Debra Mumford, husband and wife are Beneficiaries, and First American Title Company is Trustee, dated February 16, 2001, and recorded February 22, 2001, in Skagit County Auditor's File No. 200102220008, agree that the all of the Beneficiaries' rights under said Deed of Trust shall be fully subordinate to this AGREEMENT as it may be extended, renewed, modified or replaced, and to all of the rights of the City of Sedro-Woolley thereunder.

James R. Mumford II
JAMES R. MUMFORD

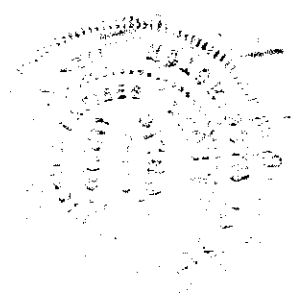
Debra Mumford
DEBRA MUMFORD

STATE OF WASHINGTON)
) SS.
COUNTY OF SKAGIT)

I, the undersigned Notary Public, in and for the State and County, do hereby certify that on this date, personal appeared before me James R. Mumford and Debra Mumford, to me known to be the individual(s) described in and who executed the within instrument and acknowledged that he/she signed and sealed the same as his/her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 18 day of Dec, 2002.

Patrick M. Hays
Notary Public in and for the State of
Washington, residing at Sedro-Woolley
My Commission Expires: 10-1-04
Print Name Patrick M Hays



200305070171
Skagit County Auditor

Subordination

The undersigned beneficiary of that Deed of Trust in which S-W Land Company LLC and The Foxhall Company LLC are Grantors, and SeaPower Carpenter, Ltd., is Beneficiary, and First American Title Company is Trustee, dated April 28, 1998, and recorded June 18, 1998, in Skagit County Auditor's File No. 9806180062, agrees that the all of the Beneficiary' rights under said Deed of Trust shall be fully subordinate to this AGREEMENT
, as it may be extended, renewed, modified or replaced, and to all of the rights of the City of Sedro-Woolley thereunder.

SEAPOWERCARPENTER, LTD

By

Title:

[Signature]
PRESIDENT

By

Title:

[Signature]
V.P.

State of Washington)
CALIFORNIA) ss.

County of Skagit)
ORANGE)

On this day personally appeared before me JOHN FLEMMING and
JAMES SORES to me known to be the PRESIDENT
and Executive Vice President, respectively of SeaPower Carpenter, Ltd., the
corporation/LLC that executed the foregoing 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 they were
authorized to execute the said instrument for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 12th day of July, ~~2001~~ 2002

~~Notary Public in and for the State of
Washington, residing at
My Commission Expires.
Print Name~~

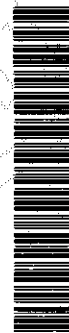
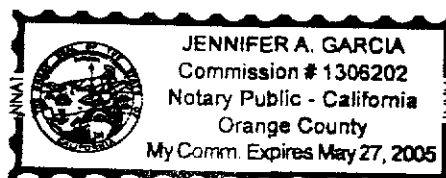
[Signature]
Notary Public in and for
the County of Orange, State
of California, residing at

Anaheim Hills, Calif.

My Commission Expires

5-27-05

Print Name Jennifer A. Garcia



200305070171
Skagit County Auditor

Subordination

The undersigned beneficiary of that Deed of Trust in which S-W Land Company LLC and The Foxhll Company LLC are Grantors, and Zion First National Bank, Custodian for Louise H. Marsh Individual Retirement Account, is Beneficiary, and First American Title Company is Trustee, dated April 28, 1998, and recorded June 18, 1998, in Skagit County Auditor's File No. 9806180063, agrees that the all of the Beneficiary' rights under said Deed of Trust shall be fully subordinate to this Agreement, as it may be extended, renewed, modified or replaced, and to all of the rights of the City of Sedro-Woolley thereunder.

ZION FIRST NATIONAL BANK, CUSTODIAN FOR LOUISE H. MARSH INDIVIDUAL RETIREMENT ACCOUNT

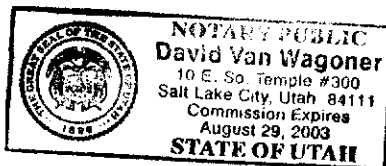
By Roshelle C. Lucky
Title: Trust Officer

By Sandra Kinney
Title: Vice President & Trust Officer

State of Utah)
~~Washington~~)
County of Salt Lake) ss.
~~Skagit~~)

On this day personally appeared before me Roshelle C. Lucky and Sandra Kinney to me known to be the Trust Officer and Vice President & Trust Officer, respectively of Zion First National Bank, Custodian for Louise H. Marsh Individual Retirement Account, the corporation that executed the foregoing 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 they were authorized to execute the said instrument for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 30th day of July, 2002, 2001.



David Van Wagoner
Notary Public in and for the State of Utah
~~Washington~~, residing at Salt Lake County
My Commission Expires: 8-29-03
Print Name David Van Wagoner


200305070171
Skagit County Auditor
5/7/2003 Page 18 of 23 4:18PM

EXHIBIT A-1

SAUK MT. VIEW ESTATES-NORTH

THE LAND REFERRED TO HEREIN IS SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON, AND IS DESCRIBED AS FOLLOWS:

PARCEL "A" (S&W LAND CO. LLC AND FOX HALL LAND CO. LLC):

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 35 NORTH, RANGE 5 EAST, W.M., LYING SOUTHERLY AND WESTERLY OF THE FRUITDALE COUNTY ROAD, EXCEPT ANY PORTION THEREOF LYING WITHIN THE EAST 20 FEET OF SAID NORTHWEST QUARTER; EXCEPT THE FOLLOWING DESCRIBED PART OF THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 35 NORTH, RANGE 5 EAST, W.M., LYING WEST AND SOUTHERLY OF FRUITDALE ROAD; COMMENCING AT THE POINT WHERE THE SOUTH LINE OF SAID NORTHWEST QUARTER OF SAID NORTHEAST QUARTER INTERSECTS THE WEST LINE OF SAID FRUITDALE ROAD RIGHT-OF-WAY; THENCE NORTH ALONG SAID RIGHT-OF-WAY, 208 FEET 8.5 INCHES; THENCE WEST ON A LINE PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST QUARTER OF SAID NORTHEAST QUARTER, A DISTANCE OF 1,043 FEET 6.5 INCHES; THENCE SOUTH PARALLEL WITH SAID FRUITDALE ROAD RIGHT-OF-WAY TO THE SOUTH LINE OF SAID NORTHWEST QUARTER OF SAID NORTHEAST QUARTER; THENCE EAST ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.

PARCEL "B" (S&W LAND CO. LLC AND FOX HALL LAND CO. LLC):

THAT CERTAIN TRACT OR STRIP OF LAND 100 FEET IN WIDTH WITHIN THE SOUTH 300 FEET OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 35 NORTH, RANGE 5 EAST, W.M., AS CONVEYED TO THE SEATTLE, LAKESHORE AND EASTERN RAILWAY COMPANY BY DEED DATED OCTOBER 11, 1890, AND RECORDED JANUARY 3, 1891, IN BOOK 14 OF DEEDS, PAGE 495, IN THE RECORDS OF SKAGIT COUNTY, WASHINGTON.

PARCEL "C" (S&W LAND CO. LLC AND FOX HALL LAND CO. LLC):

THAT PORTION OF THAT CERTAIN STRIP OF LAND 100 FEET IN WIDTH WHICH LIES WITHIN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 35 NORTH, RANGE 5 EAST, AS CONVEYED TO THE SEATTLE, LAKESHORE AND EASTERN RAILWAY COMPANY BY DEED DATED OCTOBER 11, 1890, AND RECORDED JANUARY 3, 1891 IN BOOK 14 OF DEEDS, PAGE 495, RECORDS OF SKAGIT COUNTY, WASHINGTON.

PARCEL "D" (GALEN & SONDRAL KINDRED):

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 35 NORTH, RANGE 5 EAST, W.M., LYING WEST AND SOUTHERLY OF FRUITDALE ROAD; COMMENCING AT THE POINT WHERE THE SOUTH LINE OF SAID NORTHWEST QUARTER OF SAID NORTHEAST QUARTER INTERSECTS THE WEST LINE OF SAID FRUITDALE ROAD RIGHT-OF-WAY; THENCE NORTH ALONG SAID RIGHT-OF-WAY, 208 FEET 8.5 INCHES; THENCE WEST ON A LINE PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST QUARTER OF SAID NORTHEAST QUARTER, A DISTANCE OF 1,043 FEET 6.5 INCHES; THENCE SOUTH PARALLEL WITH SAID FRUITDALE ROAD RIGHT-OF-WAY TO THE SOUTH LINE OF SAID NORTHWEST QUARTER OF SAID NORTHEAST QUARTER; THENCE EAST ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.



200305070171

Skagit County Auditor

(DUKES HILL LLC)

THE EAST ONE-HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 35 NORTH, RANGE 5 EAST OF W.M., EXCEPT THAT PORTION OF THAT CERTAIN STRIP OF LAND 100 FEET IN WIDTH WHICH LIES WITHIN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 35 NORTH, RANGE 5 EAST, AS CONVEYED TO THE SEATTLE, LAKESHORE AND EASTERN RAILWAY COMPANY BY DEED DATED OCTOBER 11, 1890, AND RECORDED JANUARY 3, 1891 IN BOOK 14 OF DEEDS, PAGE 495, RECORDS OF SKAGIT COUNTY, WASHINGTON.

TAX LOT NUMBER 39364.

SITUATE WITHIN THE CITY LIMITS OF SEDRO-WOOLLEY, SKAGIT COUNTY, WASHINGTON.

/98048N EXHIBIT A-1 041104



200305070171

Skagit County Auditor

EXHIBIT A-2

SAUK MT. VIEW ESTATES-SOUTH (JOHN LANGE)

LEGAL DESCRIPTION

THAT PORTION OF THE SOUTH HALF OF THE NORTH HALF OF SECTION 18, TOWNSHIP 35 NORTH, RANGE 5 EAST OF W.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTH HALF OF THE NORTH HALF OF SAID SECTION 18; THENCE SOUTH 88°18'58" WEST ALONG THE NORTH LINE OF SAID SOUTH HALF, 165.87 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTH LINE SOUTH 88°18'58" WEST, 1736.46 FEET; THENCE SOUTH 01°08'12" EAST, 277.45 FEET; THENCE SOUTH 16°36'18" EAST, 202.92 FEET; THENCE NORTH 88°51'26" EAST, 109.36 FEET; THENCE SOUTH 01°07'04" WEST, 191.29 FEET; THENCE SOUTH 38°56'55" EAST, 99.30 FEET; THENCE NORTH 40°53'38" EAST, 101.68 FEET; THENCE SOUTH 40°04'47" EAST, 52.65 FEET; THENCE SOUTH 59°10'41" EAST, 288.61 FEET; THENCE NORTH 43°33'38" EAST, 318.78 FEET; THENCE NORTH 30°01'09" EAST, 185.90 FEET; THENCE NORTH 48°32'34" EAST, 31.61 FEET; THENCE NORTH 80°41'28" EAST, 57.81 FEET; THENCE NORTH 69°14'58" EAST, 55.35 FEET; THENCE NORTH 43°19'51" EAST, 58.32 FEET; THENCE NORTH 56°00'26" EAST, 55.38 FEET; THENCE NORTH 70°55'21" EAST, 71.79 FEET; THENCE NORTH 61°29'38" EAST, 69.56 FEET; THENCE NORTH 07°42'53" WEST, 68.86 FEET; THENCE NORTH 02°01'32" EAST, 64.63 FEET; THENCE SOUTH 87°58'28" EAST, 85.91 FEET; THENCE NORTH 15°04'31" WEST, 53.73 FEET; THENCE NORTH 62°46'54" WEST, 14.53 FEET; THENCE NORTH 15°04'31" WEST, 131.89 FEET TO A POINT ON THE ARC OF A CURVE HAVING A RADIUS OF 270.00 FEET THE CENTER OF WHICH BEARS SOUTH 19°30'30" WEST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 07°42'37" AN ARC DISTANCE OF 64.92 FEET TO A POINT OF TANGENCY; THENCE ALONG SAID TANGENT SOUTH 62°46'54" EAST, 91.41 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1530.00 FEET THROUGH A CENTRAL ANGLE OF 04°51'33" AN ARC DISTANCE OF 129.76 FEET TO A POINT OF TANGENCY; THENCE SOUTH 67°38'27" EAST ALONG SAID TANGENT 184.89 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 400.00 FEET THROUGH A CENTRAL ANGLE OF 21°16'04" AN ARC DISTANCE OF 148.48 FEET TO A POINT OF TANGENCY; THENCE NORTH 88°54'31" EAST ALONG SAID TANGENT 60.32 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 23.00 FEET THROUGH A CENTRAL ANGLE OF 91°45'06" AN ARC LENGTH OF 35.17 FEET; THENCE SOUTH 03°11'04" EAST, 142.62 FEET; THENCE SOUTH 05°12'05" EAST, 177.85 FEET; THENCE SOUTH 02°26'59" EAST, 44.19 FEET; THENCE SOUTH 89°59'01" WEST, 40.00 FEET; THENCE NORTH 42°21'29" WEST, 25.47 FEET; THENCE NORTH 01°37'50" WEST, 90.00 FEET; THENCE SOUTH 88°22'10" WEST, 70.00 FEET; THENCE SOUTH 01°37'50" EAST, 150.00 FEET; THENCE NORTH 88°22'10" EAST, 61.05 FEET; THENCE NORTH 01°37'50" WEST, 10.52 FEET; THENCE NORTH 87°59'01" EAST, 66.00 FEET; THENCE SOUTH 02°26'59" EAST, 10.00 FEET; THENCE NORTH 87°59'01" EAST, 8.95 FEET TO A POINT 20 FEET WESTERLY OF THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 18; THENCE NORTH 02°07'15" WEST PARALLEL TO SAID EAST SUBDIVISION LINE, 407.91 FEET; THENCE SOUTH 87°42'40" WEST, 15.09 FEET; THENCE NORTH 02°17'20" WEST, 131.32 FEET; THENCE NORTH 88°57'33" WEST, 158.04 FEET ALONG THE SOUTH LINE OF LOT 1, SHORT PLAT 02-80; THENCE NORTH 09°54'01" EAST ALONG THE WEST LINE OF LOT 1, 131.59 FEET TO THE TRUE POINT OF BEGINNING.

SAID PARCEL INCLUDING TAX LOT NUMBERS P39363 AND P39362, AND PORTIONS OF TAX LOT NUMBERS 39361, 39369 AND 39370.

SITUATED WITHIN THE CITY LIMITS OF SEDRO-WOOLLEY, SKAGIT COUNTY, WASHINGTON.



