

After Recording Return To:
SKAGIT LAW GROUP, PLLC.
Attn: Brian E. Clark, Attorney
P. O. Box 336
Mount Vernon, WA 98273



200501050116
Skagit County Auditor

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DEED FOR DONATION OF LAND

GRANTORS: JBK Investments, L.L.C.
Bouslog Investments, L.L.C.

GRANTEE: Skagit County Fire Protection District No. 6

Legal Description:

62
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Abbreviated Form: Ptn Govt Lt 4, 2-34N-3E, W.M.

Additional on Page: 6, 7

JAN 05 2005

Assessors Tax Parcel Nos: 340302-0-013-0200 (P122006)

Amount Paid \$
Skagit Co. Treasurer
By Deputy

THE UNDERSIGNED THE GRANTORS, **JBK INVESTMENTS, L.L.C.**, a Washington limited liability company, and **BOUSLOG INVESTMENTS, L.L.C.**, a Washington limited liability company, each as to their respective undivided one-half (1/2) fractional interest, as a land donation to provide the residents served by Skagit County Fire Protection District No. 6 with a site for the construction of a new fire hall, and for no monetary consideration, convey and quitclaim to **SKAGIT COUNTY FIRE PROTECTION DISTRICT NO. 6**, a Washington municipal corporation, as Grantee, the following described real estate, situated in the County of Skagit, State of Washington, together with all after-acquired title of the Grantors therein, to-wit:

That certain tract of land listed and described on Exhibit "A" attached hereto and incorporated herein by this reference as if fully set forth herein.

DEED FOR DONATION OF LAND - 1

FA HOME\BRIANA - K\BOUSLOG PROPERTIES\FIRE PROTECT DIST #6\DONATION DEED SCFPD#6 (101504).DOC

The Grantee covenants and agrees to:

- 1) Restore the temporary storm water detention facility lying within the 30 foot mutual, non-exclusive easement for ingress, egress, utilities (lying easterly of the subject property and described as "The Perpetual Easement" in Exhibit "A" attached) if and when the storm water detention facility is abandoned in connection with the construction of a larger storm water detention facility serving the Grantee's site and property southerly of the same. The restoration of the temporary storm water detention facility shall include the removal of pipe and filling of the pond portion of the facility to its existing grade. Additionally, the Grantee agrees to contribute to the cost for the land acquisition and construction of a regional storm water detention facility proportionately based on the land area of the Grantee's site as a percentage of the total land area served by the regional storm water system.
- 2) At such time as public sanitary sewer service is available, the Grantee shall restore the land with the temporary sanitary drain field easement (lying westerly of the subject property and described as "The Temporary Easement" in Exhibit "A" attached) to its existing condition, including, but not limited to the removal of pipes, tanks and the drain field. Further, the Grantee shall provide a quitclaim deed, in recordable form, to extinguish the temporary easement for sanitary sewer drain field created and described in Exhibit "A" attached at such time as the Grantee connects to public sanitary sewer.
- 3) Pay all of the costs incurred in restoring the temporary storm water detention facility and in restoring the land encumbered with the temporary sanitary drain field in paragraphs 1 and 2 above, respectively, including, but not limited to the cost of stubbing the facilities of the Grantee from the site to the main trunk line of the public sewer and any connection fees incurred with the sewer district.

In the event Grantee defaults in its obligations and the Grantor takes action to enforce any of the above described covenants, including, but not limited to costs of restoration necessitated by acts or omissions of the Grantee, the Grantor shall be entitled to reasonable enforcement expenses, including attorneys' and consultants fees and costs. Further, in the event Grantor secures redress for violation of the covenants without initiating or completing a judicial proceeding, the costs of such restoration and the Grantor's reasonable expenses shall be borne by the Grantee.

DEED FOR DONATION OF LAND - 2

F:\HOME\BRIANA - KIBOUSLOG PROPERTIES\FIRE PROTECT DIST #6\DONATION DEED SCFPD#6 (10)



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The covenants, terms, conditions, and restrictions herein shall be binding upon and inure to the benefit of the parties to this deed and their respective personal representatives, heirs, successors, and assigns.

DATED this 15TH day of December, 2004.

BOUSLOG INVESTMENTS, L.L.C.

By John L. Bouslog
JOHN L. BOUSLOG, General Manager

JBK INVESTMENTS, L.L.C.

By Barbara Bazant
BARBARA BAZANT, General Manager

THE UNDERSIGNED, ON BEHALF OF SKAGIT COUNTY FIRE PROTECTION DISTRICT NO. 6, HEREBY ACCEPTS THIS DEED FOR DONATION OF LAND AND AGREES TO TERMS AND CONDITIONS FOR THE TEMPORARY EASEMENTS FOR SANITARY SEWER DRAIN FIELD AND STORM WATER DETENTION AS PROVIDED IN THIS INSTRUMENT AND THE APPENDED EXHIBIT "A" AND SUBJECT TO ANY PENALTY FOR THE REMOVAL OF THE PROPERTY FROM ITS AGRICULTURAL CLASSIFICATION, CHAPTER 84.34 RCW. GRANTEE SHALL INDEMNIFY AND HOLD THE GRANTOR HARMLESS WITH RESPECT TO ANY ADDITIONAL TAX, INCLUDING, BUT NOT LIMITED TO ANY INTEREST AND PENALTY DUE PURSUANT TO RCW 84.34.

**SKAGIT COUNTY FIRE PROTECTION
DISTRICT NO. 6**

By Donald R. Jonsson
Title: CHAIRPERSON

Dated: Dec 7, 2004

DEED FOR DONATION OF LAND - 3

F:\HOME\BRIANA - K\BOUSLOG PROPERTIES\FIRE PROTECT DIST #6\DONATION DEED SCFPD#6



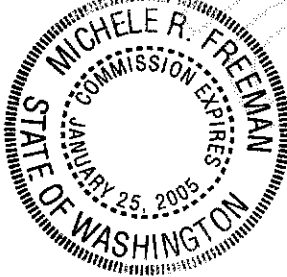
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Skagit County Auditor

STATE OF WASHINGTON
COUNTY OF SKAGIT

SS.

I certify that I know or have satisfactory evidence that **JOHN L. BOUSLOG** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the General Manager of BOUSLOG INVESTMENTS, L.L.C., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 1st day of December, 2004.



Michele R. Freeman

Printed Name MICHELE R. FREEMAN
NOTARY PUBLIC in and for the State of Washington
My Commission Expires January 25, 2005

STATE OF WASHINGTON
COUNTY OF Skagit

SS.

I certify that I know or have satisfactory evidence that **BARBARA BAZANT** is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the General Manager of JBK INVESTMENTS, L.L.C., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 1st day of December, 2004.



Michele R. Freeman

Printed Name MICHELE R. FREEMAN
NOTARY PUBLIC in and for the State of Washington
My Commission Expires January 25, 2005

DEED FOR DONATION OF LAND - 4

FA HOME/ BRIANA - K/BOUSLOG PROPERTIES/FIRE PROTECT DIST #6/DONATION DEED SCFPD#6 (1C



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Skagit County Auditor

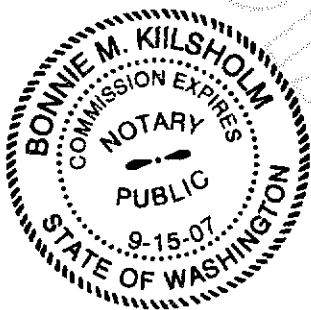
STATE OF WASHINGTON

COUNTY OF SKAGIT

SS.

I certify that I know or have satisfactory evidence that Don Jonasson is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Commissioner of **SKAGIT COUNTY FIRE PROTECTION DISTRICT NO. 6**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 7 day of December, 2004.



Bonnie Kiilsholm
Printed Name Bonnie Kiilsholm
NOTARY PUBLIC in and for the State of Washington
My Commission Expires 9-15-07

DEED FOR DONATION OF LAND - 5

F:\HOME\BRIAN\A - KIBOUSLOG PROPERTIES\FIRE PROTECT DIST #6\DONATION DEED SCFPD#6



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EXHIBIT "A"

That portion of said Government Lot 4, Section 2, Township 34 North, Range 3 East, W.M., being more particularly described as follows:

Commencing at the Northeast corner of Government Lot 3 (North 1/4 corner) of said Section 2, Township 34 North, Range 3 East, W.M.;
thence North 88°15'23" West along the North line of said Government Lot 3 for a distance of 1,329.87 feet, more or less, to the Northwest corner thereof (also being the Northeast corner of Government Lot 4 said Section 2, Township 34 North, Range 3 East, W.M.);
thence South 0°22'46" West along the East line of said Government Lot 4 for a distance of 30.01 feet, more or less, to the Southerly right-of-way margin of said Peterson Road;
thence North 88°15'23" West along said Southerly margin of Peterson Road for a distance of 60.02 feet, more or less, to a point on the West line of the East 60.00 feet of said Government Lot 4 and being the TRUE POINT OF BEGINNING;
thence continue North 88°15'23" West along said Southerly right-of-way margin of Peterson Road for a distance of 250.07 feet;
thence South 1°44'37" West for a distance of 237.50 feet;
thence South 88°15'23" East parallel with the North line of said Government Lot 4 for a distance of 255.73 feet, more or less, to said West line of the East 60.00 of Government Lot 4 at a point bearing
South 0°22'46" West from the TRUE POINT OF BEGINNING;
thence North 0°22'46" East along said West line of the East 60.00 feet for a distance of 237.57 feet, more or less, to the TRUE POINT OF BEGINNING.

"THE PERPETUAL EASEMENT"

TOGETHER WITH a perpetual non-exclusive mutually beneficial easement for ingress, egress and utilities (including but not limited to a temporary storm water detention facility) and the maintenance thereof, over, under and across the West 30.00 feet of the East 60.00 feet of the North 267.50 feet of said Government Lot 4, Section 2, Township 34 North, Range 3 East, W.M., except road rights-of-way;

"THE TEMPORARY EASEMENT"

AND ALSO TOGETHER WITH a 30.00 foot wide temporary easement for sanitary sewer drain field purposes (and the maintenance thereof) to be terminated at such time as the above-described parcel is served by public sanitary sewer service, said 30.00 foot wide temporary easement being more particularly described as follows:

EXHIBIT A

DEED FOR DONATION OF LAND - 6

FA HOME\ BRIANA - KBOUSLOG PROPERTIES\FIRE PROTECT DIST #6\DONATION DEED SCFPT



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BEGINNING at the Northeast corner of Government Lot 4, said Section 2, Township 34 North, Range 3 East, W.M.;
thence South 0°22'46" West along the East line of said Government Lot 4 for a distance of 30.01 feet, more or less, to the Southerly right-of-way margin of Peterson Road;
thence North 88°15'23" West along said Southerly margin of Peterson Road for a distance of 310.09 feet to the Northwest corner of the above-described parcel and being the TRUE POINT OF BEGINNING of said temporary easement;
thence continue North 88°15'23" West along said Southerly right-of-way margin of Peterson Road for a distance of 30.00 feet;
thence South 1°44'37" West for a distance of 237.50 feet;
thence South 88°15'23" East parallel with the North line of said Government Lot 4 for a distance of 30.00 feet to a point bearing
South 0°44'37" West from the TRUE POINT OF BEGINNING;
thence North 1°44'37" East for a distance of 237.50 feet, more or less, to the TRUE POINT OF BEGINNING.

AND ALSO SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record, including the avigation easement recorded under Skagit County Auditor's File No. 2004042600058.

Situate in the County of Skagit, State of Washington.

EXHIBIT A

DEED FOR DONATION OF LAND - 7

FA HOME\ BRIANA - K\BOU\SLOG PROPERTIES\FIRE PROTECT DIST #6\DONATION DEED SCFPI



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