



200506220165

Skagit County Auditor

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RETURN TO:

**LAW OFFICE**

of

BRADFORD E. FURLONG, P.S.  
825 CLEVELAND AVENUE  
MOUNT VERNON, WASHINGTON 98273  
(360) 336-6508

P-103256

1/15/05 FILED IN SKAGIT COUNTY

Document Title: Deed Relinquishing & Creating Rights in Easements and Covenants

Reference number of documents assigned or released: N/A

Grantors: Port of Skagit County, a Washington municipal corporation

Grantee: Bouslog Investments, L.L.C., a Washington limited liability company  
JBK Investments, L.L.C., a Washington limited liability company

Partial Legal Description: (full legal description on Exhibit A hereto)

Ptn of Lot 2H, Bay Ridge Business Park BSP No. PL-03-0706 in 3-34-3 E. W.M.

Assessor's Parcel/Tax I.D. Number: 8054-000-008-0100/P122848

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

JUN 22 2005

Amount Paid \$ *d*  
Skagit Co. Treasurer  
By *PC* Deputy

# DEED RELINQUISHING AND CREATING RIGHTS IN EASEMENTS AND COVENANTS

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## I.

### RECITALS

A. **WHEREAS**, the Port of Skagit County is a Washington public port district organized pursuant to Chapter 53 RCW ("Grantor"), and Bouslog Investments, L.L.C., and JBK Investments, L.L.C., are each Washington limited liability companies (and herein, collectively, the "Grantee") and;

B. **WHEREAS**, Grantee has agreed to convey to Grantor the real property legally described in Exhibit "A" hereto, and depicted in Exhibit "B" hereto, pursuant to an Agreement in Lieu of Condemnation, dated May 17, 2005 (the "Property"); and

C. **WHEREAS**, the Property is subject to a Declaration of Covenants, Conditions, Restrictions and Reservations for Bay Ridge Business Park, recorded under Skagit County Auditor's File No. 9712080099 (the "CCR&Rs"), in which John L. Bouslog, Melvin Bouslog, Sue Ellen Tate, Karla Ohrt, Barbara Bazant and June A. Bouslog, are named "Declarant"; and

D. **WHEREAS**, the Property has been withdrawn by the Declarant from the Bay Ridge Business Park by means of an amendment to the CCR&Rs recorded under Skagit County Auditor's File No. 200506220163; and

E. **WHEREAS**, the Property is a portion of the Bay Ridge Business Park Binding Site Plan Phase 2, recorded under Skagit County Auditor's File No. 200407090108 (the "Binding Site Plan"); and

F. **WHEREAS**, the Binding Site Plan depicts and subjects the Property to the following easements:

1. "30' Sanitary Sewer Easement to City of Burlington," legally described in Exhibit "C" hereto; and
2. "Storm Drainage Easement," legally described in Exhibit "D" hereto (which includes the "20' Storm Easement" depicted on the west border of the Property on page 5 of the Binding Site Plan); and
3. "20' Access and Pond Maintenance Easement," legally described in Exhibit "E" hereto; and
4. "60' Storm Drainage, Roadway and Utilities Easement," legally described in Exhibit "F" hereto; and



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G. **WHEREAS** the foregoing easements are for the primary benefit of the properties within the Binding Site Plan or adjacent properties owned by the Grantee; and

H. **WHEREAS**, the 20' Storm Easement, Storm Drainage Easement and 20' Access and Pond Maintenance Easement are subject to administration pursuant to the CCR&Rs; and

I. **WHEREAS**, the Grantor and Grantee wish contemporaneously by this Agreement to extinguish the easements referred to in paragraph H of the Recitals as they appear in the Binding Site Plan and create by this Deed easements that are substantially similar to further define and protect the parties' rights and duties with respect to said easements; and

J. **WHEREAS**, the Grantor and Grantee desire by this instrument to establish covenants to ensure that the Property is lawfully used and that any improvements subsequently constructed thereon be built in a lawful manner.

**IT IS HEREBY AGREED BETWEEN THE PARTIES** as follows:

## II.

### GRANT OF EASEMENTS

A. Storm Drainage Easement. Grantor hereby quitclaims and grants to Grantee a non-exclusive, perpetual easement over and across the real property described in Exhibit "D" hereto an easement for storm drainage ditches and storm drainage piping, to benefit of the property in the Binding Site Plan subject to the following terms and conditions:

1. Grantee and/or Declarant and/or the Board of Directors, created pursuant to paragraph 8.2, "Management by Owner's Board," of the CCR&Rs ("Board"), or an agent thereof, shall have the right of access over and through the property of the Grantee for the purpose of construction, upkeep, and repair of the storm water facilities. All work performed by the Grantee on the Grantee's property shall be completed in a careful and workmanlike manner, free of any claims or liens. The work performed pursuant to this grant of easement shall be done in full compliance with all applicable federal, state, and local laws and the Grantee shall obtain all required federal, state, or local permits prior to undertaking such construction.

2. Any party authorizing or undertaking maintenance and repairs authorized hereby shall indemnify and hold harmless Grantor from any and all claims for personal injury or property damage related thereto unless caused by Grantor's sole



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negligence. Further, by undertaking such maintenance and repairs, such party shall be deemed to have waived for itself, its executors, assigns and heirs, any and all claims against Grantor, for personal injury or property damage, except any claim based on Grantor's sole negligence; and

3. Grantor may, subject to the terms of this paragraph, undertake to cover, reroute, reconfigure or otherwise modify the drainage improvements ("Modifications") provided, however, said Modifications shall be subject to the following terms and conditions:

a) Prior to commencing construction on the Modifications, the Grantor shall provide Grantee with a reasonably detailed design document depicting the Grantor's intended Modifications. Grantor shall commence construction of such Modifications only after receiving written consent thereto from the Grantee, which consent shall not be unreasonably withheld. Should Grantee not respond to the Grantor's request for consent within thirty (30) days of receiving reasonably complete written plans and design, Grantee shall be deemed to have consented to construction of the improvements as designed and depicted;

b) Grantor shall provide Grantee upon completion of the Modifications an "as built" drawing to scale. The recordation of the legal description shall amend this instrument solely to modify the legal description for this storm drainage easement attached as Exhibit "D" hereto;

c) The Modifications pursuant to this grant of easement shall be done in full compliance with all applicable federal, state, and local laws and the Grantor shall obtain all required federal, state, or local permits prior to undertaking such construction. Grantor shall hold and indemnify the Grantee harmless with respect to all claims for personal injury, damage related to the Modifications constructed pursuant to this paragraph A. 3, except any claim based on the Grantee's sole negligence. By undertaking such Modifications, Grantor, for its successors and assigns, shall be deemed to have waived any claims for personal injury or property damage against the Grantor related to such Modifications, except any claim based on the Grantee's sole negligence; and

d) The Grantor or its successors shall further indemnify and hold Grantee harmless from any claim of materialman's or other lien claimed by any person, entity or governmental entity, including but not limited to liens for any unpaid materials, professional fees, wages, or taxes relating to the Grantor's Modifications.

B. 20' Access and Pond Maintenance Easement. Grantor hereby quitclaims and grants to Grantee a non-exclusive, perpetual easement over and across the real property described in Exhibit "E" hereto for the purposes related to maintenance of the detention pond ("Tract Z") set forth on the Binding Site Plan. Said easement is granted for



the benefit of the properties in the Binding Site Plan, and is subject to the following conditions and terms:

1. Grantee and/or Declarant and/or the Board or an agent thereof, shall have a right of access through the easement for purposes of performing maintenance and repair upon its detention pond facility. Any use of the easement shall be pursuant to and in compliance with all applicable federal, state and local laws; and

2. Any party utilizing the access easement to perform maintenance and repairs to the detention pond facility shall indemnify and hold the Grantor harmless for any and all claims for personal injury or property damage related thereto unless caused by Grantor's sole negligence. Further, by undertaking such maintenance and repairs, such party shall be deemed to have waived for itself, its executors, assigns and heirs, any and all claims against Grantor, for personal injury or property damage, except any claim based on Grantor's sole negligence.

C. 60'/30' Sanitary Sewer and Waterline Easement. Grantor hereby quitclaims and grants to Grantee a non-exclusive perpetual easement for the purpose of placing and maintaining sanitary sewer line, waterline, and any access road required by the City of Burlington related thereto, for the benefit of Grantee's property lying within and east of the Binding Site Plan. The rights conveyed by this easement include the right of the Grantee to place, within the property legally described in Exhibit "F" hereto such sanitary sewer and water line improvements access road as required by the City of Burlington for the sanitary sewer line) as are reasonably necessary to serve Grantee's property lying within or easterly of the Binding Site Plan. This easement grant is subject to the following terms and conditions:

1. Prior to construction within the easement area, Grantee shall provide to Grantor a reasonably detailed design document depicting the Grantee's intended improvements and the intended location they are to be placed. Grantee shall commence construction of such improvements only after receiving written consent thereto from Grantor, which consent shall not be unreasonably withheld. Should Grantor not respond to Grantee's request for consent within thirty (30) days of receiving reasonably complete written plans and design, Grantor shall be deemed to have consented to construction of the improvements as designed and depicted;

2. All improvements constructed by Grantee pursuant to this grant shall lie within the property described in Exhibit "F" and within a strip of land no wider than thirty feet (30') unless a greater width is required by the utility provider, i.e., the City of Burlington or Skagit County PUD No. 1. Grantee shall provide to Grantor upon completion of the installation of any such improvement, an "as built" drawing to scale, and at such time, Grantor and Grantee shall reasonably agree upon a legal description for a strip of land no wider than the minimum width provided in this paragraph C. 2 that



includes such improvement(s). The recordation of such a legal description shall amend this instrument solely to modify the legal description for this "Sanitary Sewer and Waterline Easement" attached as Exhibit "F" hereto;

3. Construction of any utilities or roadway pursuant to this grant of easement shall be done in full compliance with all applicable federal, state and local laws and Grantee shall obtain all required federal, state or local permits prior to undertaking such construction. Grantee shall indemnify and hold harmless Grantor from any and all claims for personal injury or property damage related to the installation or maintenance of improvements constructed pursuant to this grant, except any claim based on Grantor's sole negligence. By undertaking such improvements, Grantee, for its heirs, executors and assigns, shall have been deemed to have waived any claims for personal injury or property damage against Grantee related to such construction, except any claim based on Grantor's sole negligence; and

4. Grantee, or its successors, shall further indemnify and hold harmless Grantor from any claim of materialman's or other lien claimed by any person, entity or governmental entity, including but not limited to any liens for unpaid materials, professional fees, wages, or taxes, and shall not suffer any lien to be asserted against the Property.

D. Easement to Maintain Vegetation. Grantor hereby quitclaims and grants to Grantee a non-exclusive, perpetual easement over and across the real property described in Exhibit "A" hereto for the purposes of ingress and egress related to and maintenance of the vegetation within the Property. Said easement is granted for the benefit of the properties in the Binding Site Plan, and is subject to the following conditions and terms:

1. Grantee and/or Declarant and/or the Board or an agent thereof, shall have a right of access through the easement for purposes of performing mowing, trimming, brushing and limb and debris removal. Any use of the easement shall be pursuant to and in compliance with all applicable federal, state and local laws; and

2. Any party utilizing this easement for the purposes of ingress and egress related to and maintenance of the vegetation within the Property shall indemnify and hold the Grantor harmless for any and all claims for personal injury or property damage related thereto unless caused by Grantor's sole negligence. Further, by undertaking such maintenance and repairs, such party shall be deemed to have waived for itself, its executors, assigns and heirs, any and all claims against Grantor, for personal injury or property damage, except any claim based on Grantor's sole negligence.



### III.

#### RELINQUISHMENT OF EASEMENT RIGHTS

Grantee, as the original Declarants and successors of the Declarants under the CCR&Rs hereby relinquish and quitclaim to Grantor any and all right, title and interest in the following easements as set forth and depicted in the Binding Site Plan:

1. "Storm Drainage Easement," as described in Exhibit "D" hereto
2. "20' Access and Pond Maintenance Easement," as described in Exhibit "E" hereto; and
3. "60' Storm Drainage, Roadway and Utilities Easement," as described in Exhibit "F" hereto.

Said relinquishment of such easement rights shall inure to the benefit of Grantor and is in exchange for the foregoing grants of easements set forth in Article II, "GRANT OF EASEMENTS," paragraphs A – C above, which easements shall replace and supersede the relinquished easements.

### IV.

#### ESTABLISHMENT OF PROTECTIVE COVENANTS

The Grantor and the Grantee recognize and acknowledge with the withdrawal of the Property from the Bay Ridge Business Park the need for this protective covenant to ensure that the Property and any improvements subsequently constructed thereon remain in good appearance such as not to have a detrimental impact upon Grantee's property in the Binding Site Plan ("Protected Property"). Consistent with this intent, the following "Covenant" is hereby conveyed by the Port of Skagit County, as the Grantor herein, to Bouslog Investments, LLC, JBK Investments, LLC, the Owners' Association of Bay Ridge Business Park, a nonprofit corporation formed under the law of the state of Washington, and the owners of the properties described in the Binding Site Plan.

A. Upkeep and Use of Property. The Property shall be maintained to comply with the Noxious Weed Ordinance and incompliance with all federal, state, and local ordinances governing the use of the Property as a Runway Protection Zone ("RPZ"). Grantor shall not permit the maintenance, keeping, boarding or raising of any animals, livestock, poultry or reptiles of any kind, regardless of numbers, within the Property. Further, Grantor shall not by act or omission interfere with the use and maintenance of the easements granted in Article III, "RELINQUISHMENT OF EASEMENT RIGHTS" hereof.



**B. Enforcement Provisions/Grantee's Remedies.**

1. Notice of Violation. If Grantee determines Grantor is in violation of this Covenant or that a violation is threatened, the Grantee shall give written notice to the Grantor of such violation and demand corrective action sufficient to cure the violation and any detrimental impact upon the Protected Property.

2. Grantor's Failure to Respond. If Grantor shall not respond to such notice or commence the cure of the violation within thirty (30) days after receipt of a notice of violation from Grantee, Grantee may bring an action as provided in Article V, "GENERAL TERMS AND CONDITIONS, paragraph D, hereof to impose a cure pursuant to Article IV, "ESTABLISHMENT OF PROTECTIVE COVENANTS", paragraph B, subsection 1., and/or to assess any proven damages.

**V.**

**GENERAL TERMS AND CONDITIONS**

A. The grants, agreements and relinquishments ("Commitments") by and between the parties herein are the only consideration. The parties acknowledge that such Commitments are good and valuable mutual consideration but of no monetary value. The Commitments retain the relative rights of the parties and clarify the parties' interests in real property.

B. Any notices required to be given pursuant to this Agreement shall be deemed delivered to a party three (3) days after deposit in the United States Mail if addressed to a party as set forth below, or pursuant to any change of address provided by a party by written notice to the other party, or immediately, if transmitted by facsimile. A party shall be deemed to have received notice at its address or facsimile telephone number as set forth below unless it shall have previously provided to the other party written notice of a change of address or facsimile telephone number.

**TO THE GRANTOR:**

Port of Skagit County  
P.O. Box 348  
Burlington, WA 98233  
Telephone No.: (360) 757-0011  
Facsimile No.: (360) 757-0014

**TO THE GRANTEE:**

John L. Bouslog  
11190 Bayview Edison Road  
Mount Vernon, WA 98273  
Telephone No.: (360) 708-1283  
Facsimile No.: (360) 757-2359

C. Time is of the essence with respect to the duties and obligations in this Agreement.





D. Each party shall, upon appropriate proof, be entitled to all remedies at law and equity, as determined in accordance with Washington law. Venue for any suit or claim related to this Agreement shall be laid exclusively in Skagit County Superior Court. The prevailing party in any action shall receive an award of its reasonable attorney's fees and costs.

E. This Agreement is solely for the benefit of the parties and their successors and no third person or entity is an intended beneficiary.

F. This Agreement may be amended only upon mutual written agreement of the Grantor and Grantee, which amendment shall become effective upon recordation with the Skagit County Auditor.

G. References herein to Grantor, Grantee and the Board, include their respective successors' interest in real property described herein.

H. This Agreement comprises the entire agreement between the parties. The parties are not relying on any inconsistent, supplemental or previous understandings or representations.

I. The Grantee, JBK Investments, L.L.C. and Bouslog Investments, L.L.C, shall have the right to assign all rights and obligations under this Deed to the Association and constituent owners of the Business Park.

J. The covenants, terms, conditions, and restrictions herein shall be binding upon and inure to the benefit of the parties to this instrument and their respective successors and assigns and shall continue as a servitude running in perpetuity with the Property and lands described in the "Binding Site Plan."

[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]



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Skagit County Auditor

**PORT OF SKAGIT COUNTY, a**  
Washington public port district

BY:

Jerry Kaufman

Its: Commission President

Kevin Ware

Commission Secretary

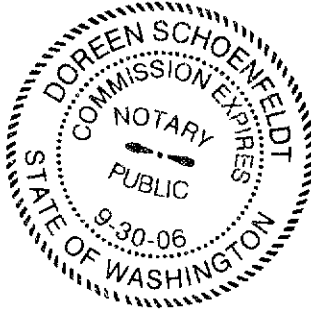
STATE OF WASHINGTON

) ss.

COUNTY OF SKAGIT

On this 21<sup>ST</sup> day of June 2005 before me, the undersigned, a Notary Public in and for the state of Washington, duly commissioned and sworn, personally appeared Jerry Kaufman and Kevin Ware to me known to be the commission president and commission secretary, respectively, of the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument,

Witness my hand and official seal hereto affixed the say and year first above written.



Notary Public in and for the state of

Washington, residing at Sedro-Woodley

My commission expires: 09/30/06

Printed Name: Doreen Schoentfeldt



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GRANTEE/DECLARANT:

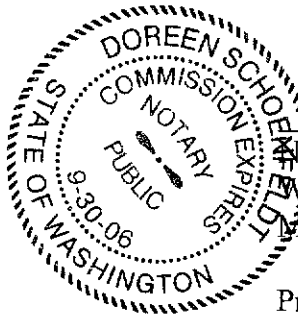
John L. Bouslog  
JOHN L. BOUSLOG, Personally and as  
General Manager of Bouslog Investments, L.L.C.

DATE: 6/22/05

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence that John L. Bouslog is the person who appeared personally before me and as General Manager of Bouslog Investments, L.L.C., a Washington limited liability company, and that he acknowledged that he is authorized to execute this instrument on behalf of said limited liability company, and acknowledged it to be the free and voluntary act of such company for the uses and purposes mentioned in the instrument.

Given under my hand and official seal this 22nd day of June 2005.



Doreen Schoenfeldt  
Notary Public in and for the state of  
Washington, residing at Sedro Woolley  
My commission expires: 09-30-06

Printed Name: Doreen Schoenfeldt



GRANTEE/DECLARANT:

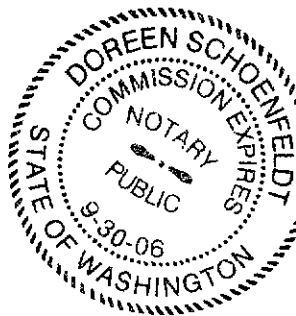
Barbara A. Bazant  
BARBARA A. BAZANT, personally and as  
General Manager of JBK Investments, L.L.C.

DATE: 6/22/05

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence that Barbara A. Bazant is the person who appeared personally before me and as General Manager of JBK Investments, L.L.C., a Washington limited liability company, and that she acknowledged that she is authorized to execute this instrument on behalf of said limited liability company, and acknowledged it to be the free and voluntary act of such company for the uses and purposes mentioned in the instrument.

Given under my hand and official seal this 22nd day of June  
2005.



Doreen Schoenfeldt  
Notary Public in and for the state of  
Washington, residing at 8400 Woolley  
My commission expires: 09-30-06

Printed Name: Doreen Schoenfeldt



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OWNERS' ASSOCIATION OF BAY RIDGE  
BUSINESS PARK

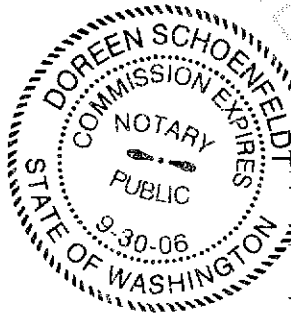
John Bouslog  
JOHN BOUSLOG, President

DATE: 6/22/05

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence that John L. Bouslog is the person who appeared personally before me and as President of the Owners' Association of Bay Ridge Business Park, a nonprofit corporation formed under the laws of the state of Washington, and that he acknowledged that he is authorized to execute this instrument on behalf of said association, and acknowledged it to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Given under my hand and official seal this 22nd day of June 2005.



Doreen Schoenfeldt  
Notary Public in and for the state of  
Washington, residing at Sedro Woolley  
My commission expires: 09-30-06

Printed Name: Doreen Schoenfeldt



EXHIBIT A  
(Legal Description)

That portion of Lot 2H, Bay Ridge Business Park Binding Site Plan No. PL-03-0706, as recorded July 9, 2004, under Auditor's File No. 200407090108, more particularly described as follows:

Beginning at the Northeast corner of said Section 3 as shown on Skagit Regional Airport Binding Site Plan, Phase 2, Division 1, as approved January 22, 2002, and recorded January 22, 2002, under Skagit County Auditor's File No. 200201220163;

thence South 0°18'24" West, along the East line of said Section (called South 0°16'51" West on said Skagit County Short Plat No. 96-012), 2,725.88 feet to the East ¼ corner of said Section (also being the Southeast corner of said Lot 4, Skagit County Short Plat No. 96-012);

thence North 88°19'14" West, along the East-West centerline of said Section, 747.19 feet, more or less, to a point on the Southeasterly line of the Southeast Runway Protection Zone for Runway 10/28 and being the true point of beginning;

thence continue North 88°19'14" West along said East-West centerline 570.34 feet, more or less, to the Southwest corner of said Southeast ¼ of the Northeast ¼;

thence North 0°13'06" East along the West line of said subdivision, 1,159.60 feet, more or less, to the Northeasterly line of said Runway Protection Zone;

thence South 60°53'48" East along said Northeasterly line, 1,179.29 feet, more or less, to an angle point in said Runway Protection Zone at a point bearing North 37°38'02" East from the true point of beginning;

thence South 37°38'02" West along said Southeasterly line of the Runway Protection Zone, 761.08 feet, more or less, to the true point of beginning.

SUBJECT TO a 30.00 foot wide easement for sanitary sewer and maintenance thereof, to be transferred to the City of Burlington via a future conveyance, being more particularly described as follows:

Beginning at the Southwest corner of the above described parcel;

thence North 0°13'06" East along the West line of said parcel, 431.44 feet, to the true point of beginning;

thence continue North 0°13'06" East, 38.18 feet;

thence North 52°00'04" East, 655.81 feet, more or less, to the Northeasterly line of the above described parcel;

thence South 60°53'48" East along said Northeasterly line, 32.57 feet, more or less, to a point bearing North 52°00'04" East from the true point of beginning;

thence South 52°00'04" West, 692.11 feet, more or less, to the true point of beginning.



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AND ALSO SUBJECT TO a storm drainage easement of varying widths for the construction and maintenance of existing and future storm water conveyance structures (ditches, pipes, ponds, etc.), over, under and across portions of the above described parcel being more particularly described as follows:

Beginning at the Southeast corner of the above-described parcel;

thence North 88°19'14" West along the South line of said parcel, also being the East-West centerline of said Section 3, 570.34 feet, more or less, to the Southeast corner of said parcel; thence North 0°13'06" East along the West line of said parcel, 1,159.60 feet, to the Northerly most corner thereof;

thence South 60°53'48" East along the Northeasterly line of said parcel, 22.84 feet; thence South 0°13'06" West, parallel with and 20.00 feet Easterly of the West line of said parcel, 1,089.06 feet, to a point 60.00 feet North (as measured perpendicular) of the South line of said parcel;

thence South 88°19'14" East, parallel with said South line, 339.27 feet; thence North 17°07'22" East, 56.23 feet;

thence North 23°56'20" East, 109.87 feet;

thence North 19°12'36" East, 187.53 feet;

thence North 12°30'01" East, 190.67 feet;

thence North 07°14'07" East, 215.16 feet;

thence North 22°02'06" West, 104.77 feet, more or less, to said Northeasterly line of said parcel;

thence South 60°53'48" East along said Northeasterly line, 47.81 feet;

thence South 22°02'06" East, 75.37 feet;

thence South 07°14'07" West, 224.38 feet;

thence South 12°30'01" West, 193.81 feet;

thence South 19°12'36" West, 190.53 feet;

thence South 23°56'20" West, 109.32 feet;

thence South 17°07'22" West, 46.16 feet, to a point 60.00 feet North (as measured perpendicular) of the South line of said parcel;

thence South 88°19'14" East, parallel with said South line, 163.22 feet;

thence North 37°38'02" East, 52.14 feet;

thence North 15°31'10" East, 154.26 feet;

thence North 26°46'09" East, 124.28 feet;

thence North 11°03'19" West, 499.96 feet, more or less, to the Northeasterly line of said parcel;

thence South 60°53'48" East along said Northeasterly line, 39.25 feet;

thence South 11°03'19" East, 487.94 feet;

thence South 31°16'03" East, 17.01 feet;

thence North 58°43'57" East, 238.47 feet, more or less, to the Southeasterly line of said parcel;

thence South 37°38'02" West along said Southeasterly line, 138.90 feet;

thence South 58°43'57" West, 190.46 feet;



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thence South 15°31'10" West, 182.12 feet, more or less, to the Southeasterly line of said parcel at a point bearing North 37°38'02" East from the point of beginning;  
thence South 37°38'02" West along said Southeasterly line 99.78 feet, more or less, to the point of beginning.

AND ALSO SUBJECT TO a 20.00 foot wide easement for access and maintenance of an existing storm drainage pond located Northeasterly of and contiguous to the Northeasterly line of the above described parcel, said 20.00 foot wide easement being more particularly described as follows:

Beginning at the Northeasterly corner of the above described parcel;  
thence North 60°53'48" West along the Northeasterly line of said parcel, 570.00 feet;  
thence South 29°06'12" West, 20.00 feet;  
thence South 60°53'48" East, 567.00 feet, more or less, to the Southeasterly line of said parcel at a point bearing South 37°38'02" West from the point of beginning;  
thence North 37°38'02" East along said Southeasterly line, 20.22 feet, more or less, to the point of beginning.

Situate in the County of Skagit, State of Washington.

End of EXHIBIT A



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Skagit County Auditor



Exhibit B

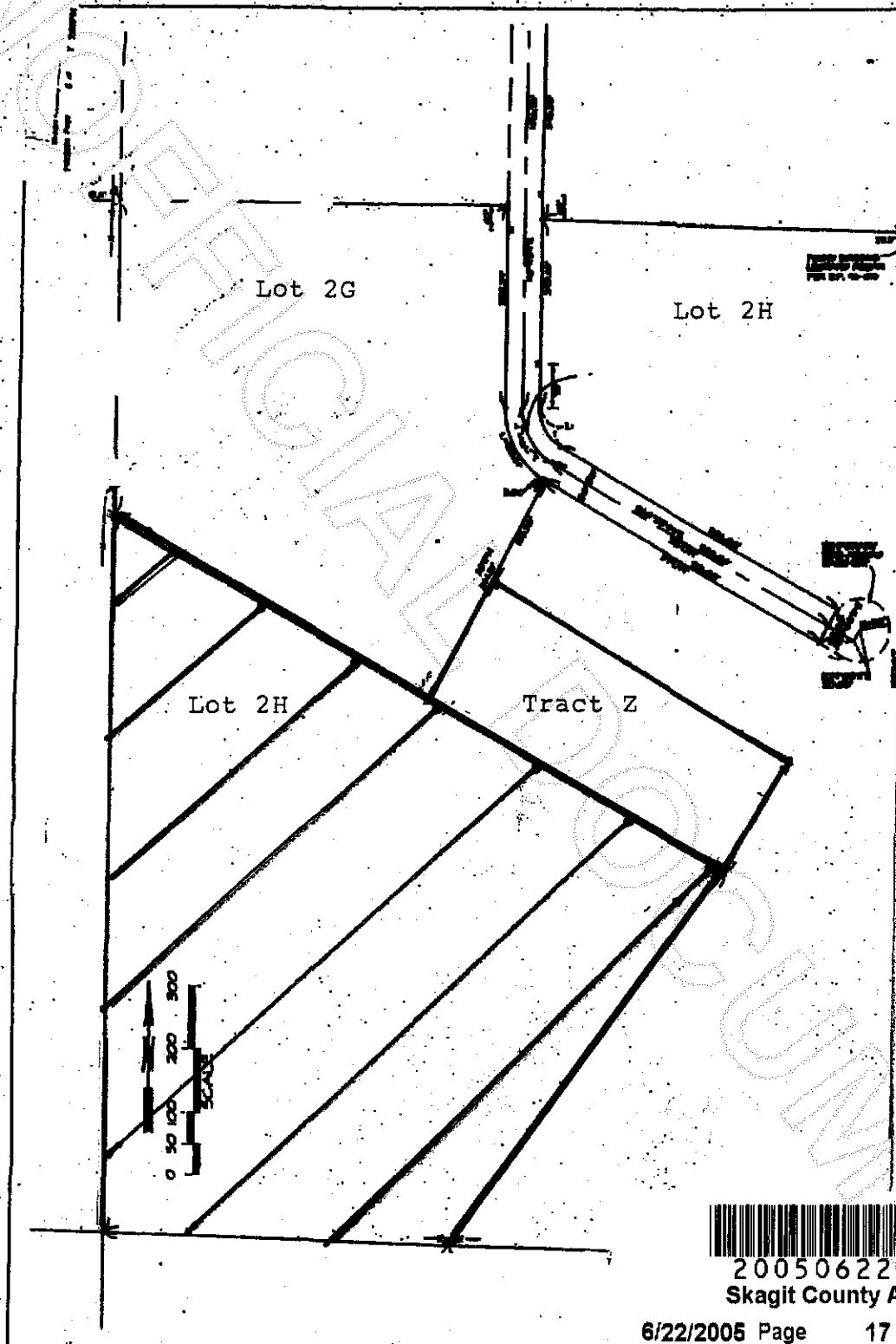


EXHIBIT C

30' wide Sanitary Sewer Easement to City of Burlington, legally described as:

Beginning at the Southwest corner of Lot 2H, Bay Ridge Business Park Binding Site Plan No. PL-03-0706, as recorded July 9, 2004, under Auditor's File No. 200407090108;

thence North 0°13'06" East along the West line of said parcel, 431.44 feet, to the true point of beginning;

thence continue North 0°13'06" East, 38.18 feet;

thence North 52°00'04" East, 655.81 feet, more or less, to the Northeasterly line of the above described parcel;

thence South 60°53'48" East along said Northeasterly line, 32.57 feet, more or less, to a point bearing North 52°00'04" East from the true point of beginning;

thence South 52°00'04" West, 692.11 feet, more or less, to the true point of beginning.

Situate in Skagit County, State of Washington.



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Skagit County Auditor

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EXHIBIT D

Storm Drainage Easement, legally described as:

Beginning at the Southeast corner of Lot 2H, Bay Ridge Business Park Binding Site Plan No. PL-03-0706, as recorded July 9, 2004, under Auditor's File No.

200407090108;

thence North 88°19'14" West along the South line of said parcel, also being the East-West centerline of said Section 3, 570.34 feet, more or less, to the Southeast corner of said parcel;

thence North 0°13'06" East along the West line of said parcel, 1,159.60 feet, to the Northerly most corner thereof;

thence South 60°53'48" East along the Northeasterly line of said parcel, 22.84 feet;

thence South 0°13'06" West, parallel with and 20.00 feet Easterly of the West line of said parcel, 1,089.06 feet, to a point 60.00 feet North (as measured perpendicular) of the South line of said parcel;

thence South 88°19'14" East, parallel with said South line, 339.27 feet; thence North 17°07'22" East, 56.23 feet;

thence North 23°56'20" East, 109.87 feet;

thence North 19°12'36" East, 187.53 feet;

thence North 12°30'01" East, 190.67 feet;

thence North 07°14'07" East, 215.16 feet;

thence North 22°02'06" West, 104.77 feet, more or less, to said Northeasterly line of said parcel;

thence South 60°53'48" East along said Northeasterly line, 47.81 feet;

thence South 22°02'06" East, 75.37 feet;

thence South 07°14'07" West, 224.38 feet;

thence South 12°30'01" West, 193.81 feet;

thence South 19°12'36" West, 190.53 feet;

thence South 23°56'20" West, 109.32 feet;

thence South 17°07'22" West, 46.16 feet, to a point 60.00 feet North (as measured perpendicular) of the South line of said parcel;

thence South 88°19'14" East, parallel with said South line, 163.22 feet;

thence North 37°38'02" East, 52.14 feet;

thence North 15°31'10" East, 154.26 feet;

thence North 26°46'09" East, 124.28 feet;

thence North 11°03'19" West, 499.96 feet, more or less, to the Northeasterly line of said parcel;

thence South 60°53'48" East along said Northeasterly line, 39.25 feet;

thence South 11°03'19" East, 487.94 feet;

thence South 31°16'03" East, 17.01 feet;

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thence North 58°43'57" East, 238.47 feet, more or less, to the Southeasterly line of said parcel;  
thence South 37°38'02" West along said Southeasterly line, 138.90 feet;  
thence South 58°43'57" West, 190.46 feet;  
thence South 15°31'10" West, 182.12 feet, more or less, to the Southeasterly line of said parcel at a point bearing North 37°38'02" East from the point of beginning;  
thence South 37°38'02" West along said Southeasterly line 99.78 feet, more or less, to the point of beginning.

Situate in Skagit County, State of Washington.

END OF EXHIBIT D -



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## EXHIBIT E

20' Access and Pond Maintenance, legally described as follows:

Beginning at the Northeasterly corner of the Lot 2H, Bay Ridge Business Park Binding Site Plan No. PL-03-0706, as recorded July 9, 2004, under Auditor's File No. 200407090108;

thence North  $60^{\circ}53'48''$  West along the Northeasterly line of said parcel, 570.00 feet;  
thence South  $29^{\circ}06'12''$  West, 20.00 feet;

thence South  $60^{\circ}53'48''$  East, 567.00 feet, more or less, to the Southeasterly line of said parcel at a point bearing South  $37^{\circ}38'02''$  West from the point of beginning;

thence North  $37^{\circ}38'02''$  East along said Southeasterly line, 20.22 feet, more or less, to the point of beginning.

Situate in Skagit County, State of Washington.



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EXHIBIT F

60' Storm Drainage, Roadway and Utilities Easement, legally described as follows:

The West 570.34 feet of the South 60.00 feet (as measured perpendicular to the South line) of Lot 2H, Bay Ridge Business Park Binding Site Plan No. PL-03-0706, as recorded July 9, 2004, under Auditor's File No. 200407090108.

Situate in Skagit County, State of Washington.



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