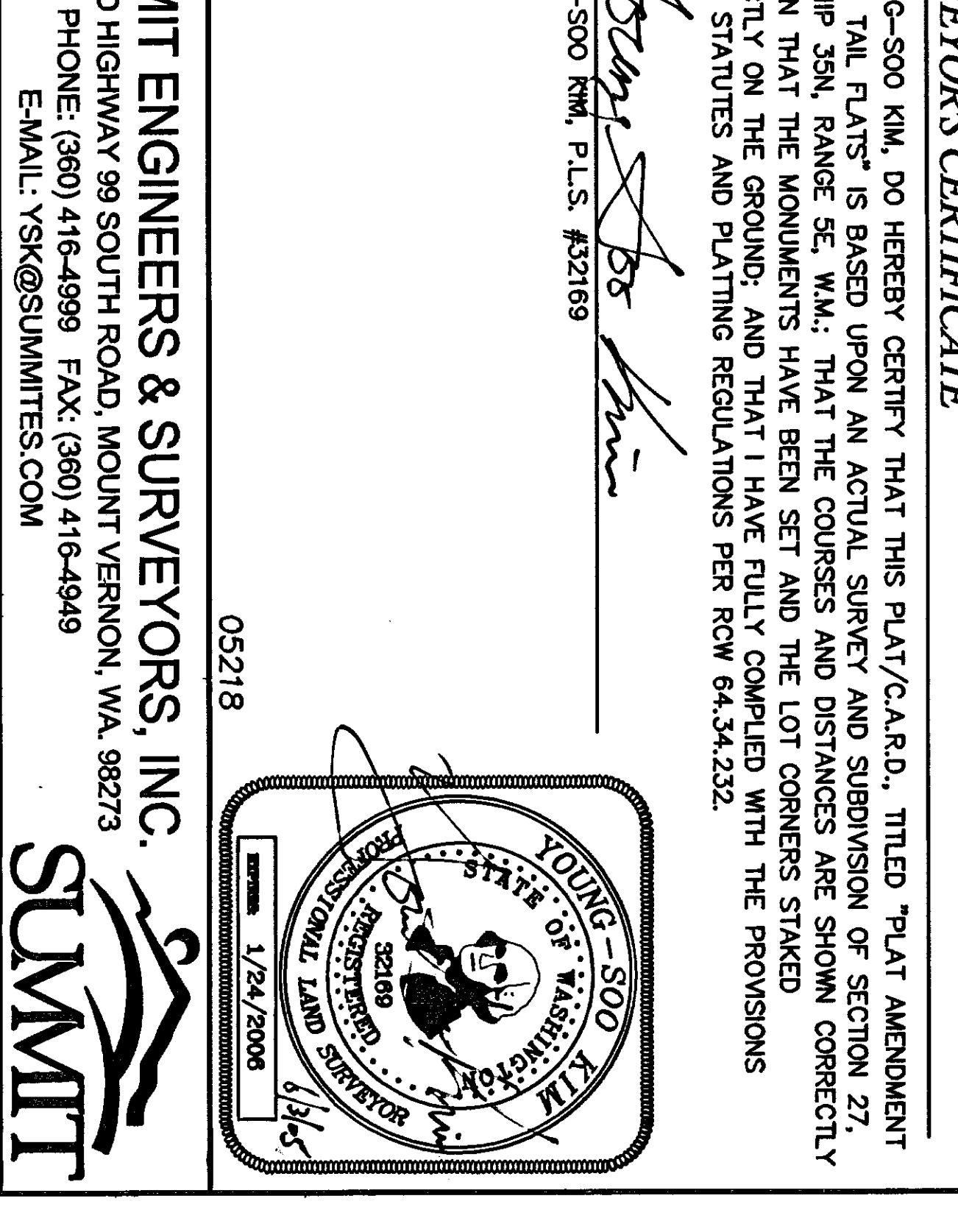
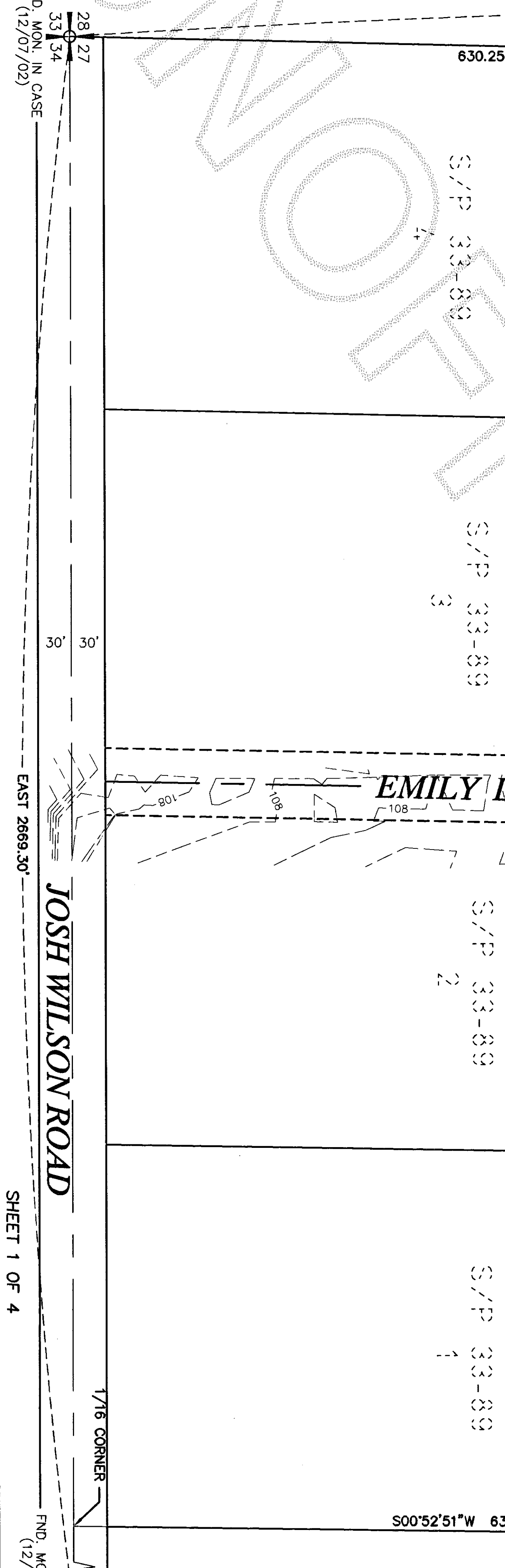
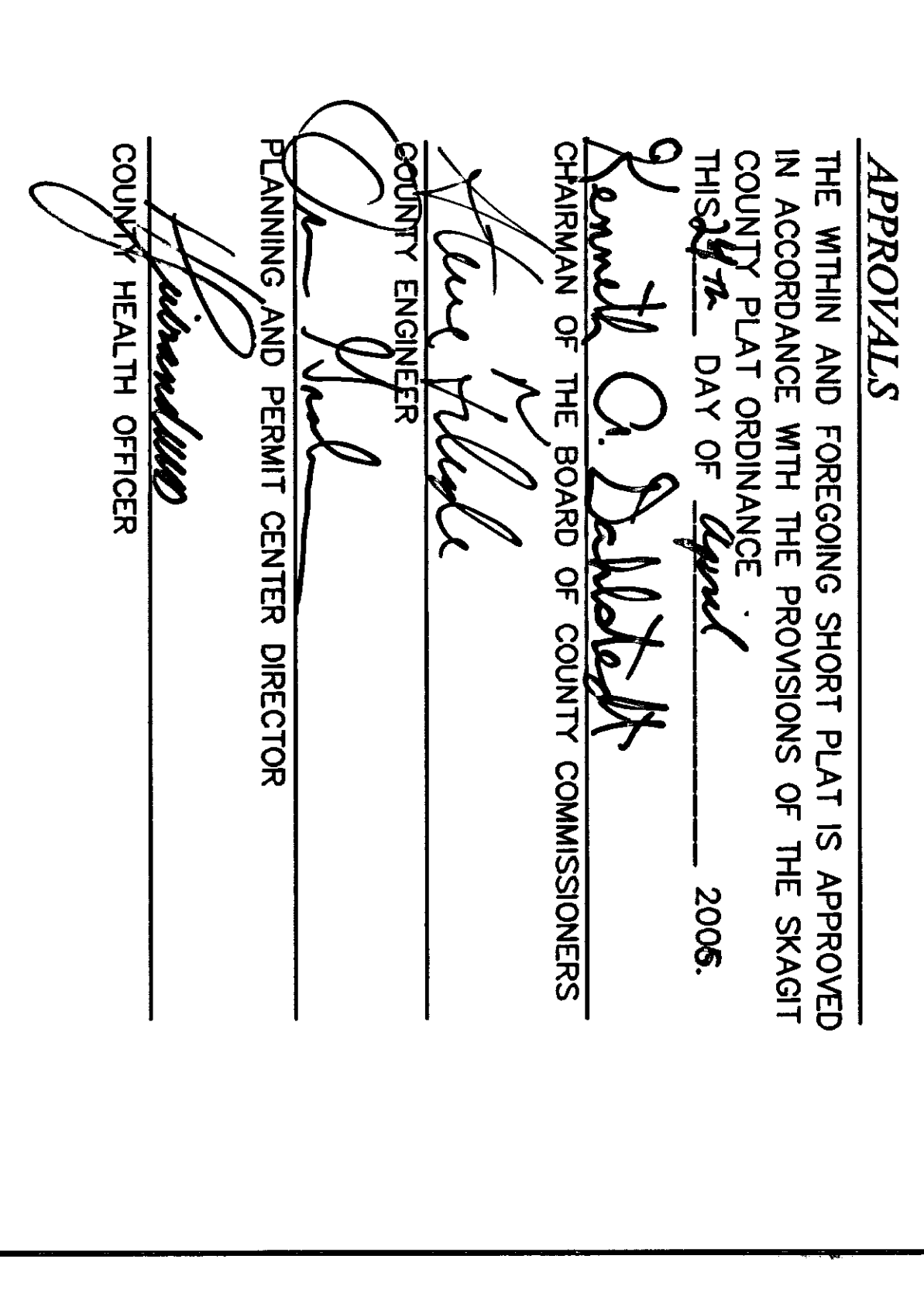
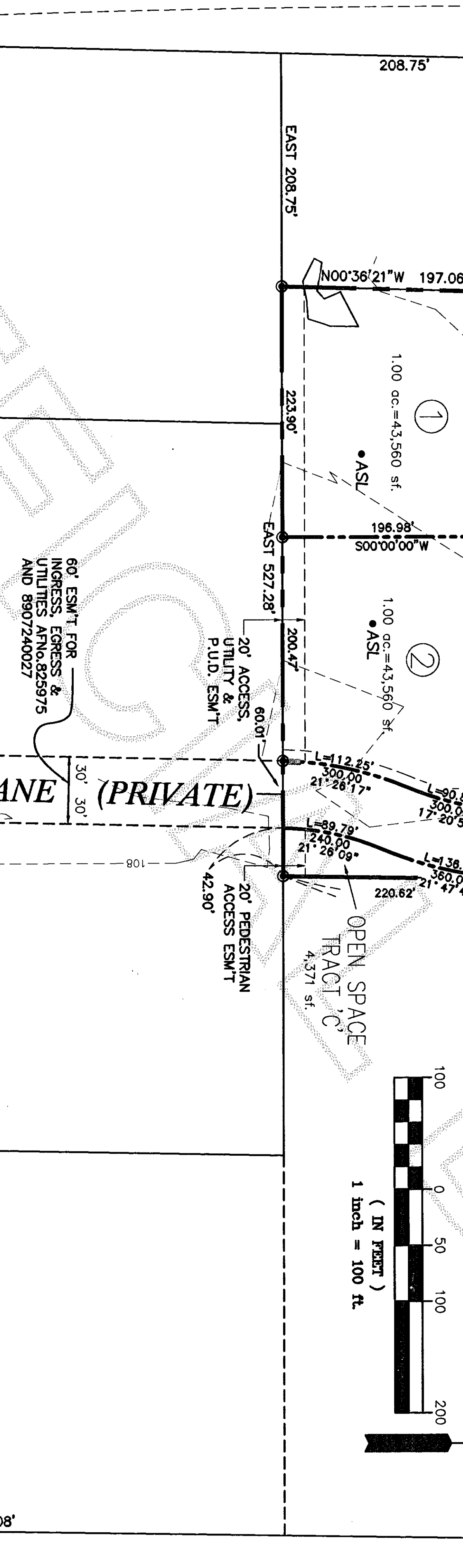
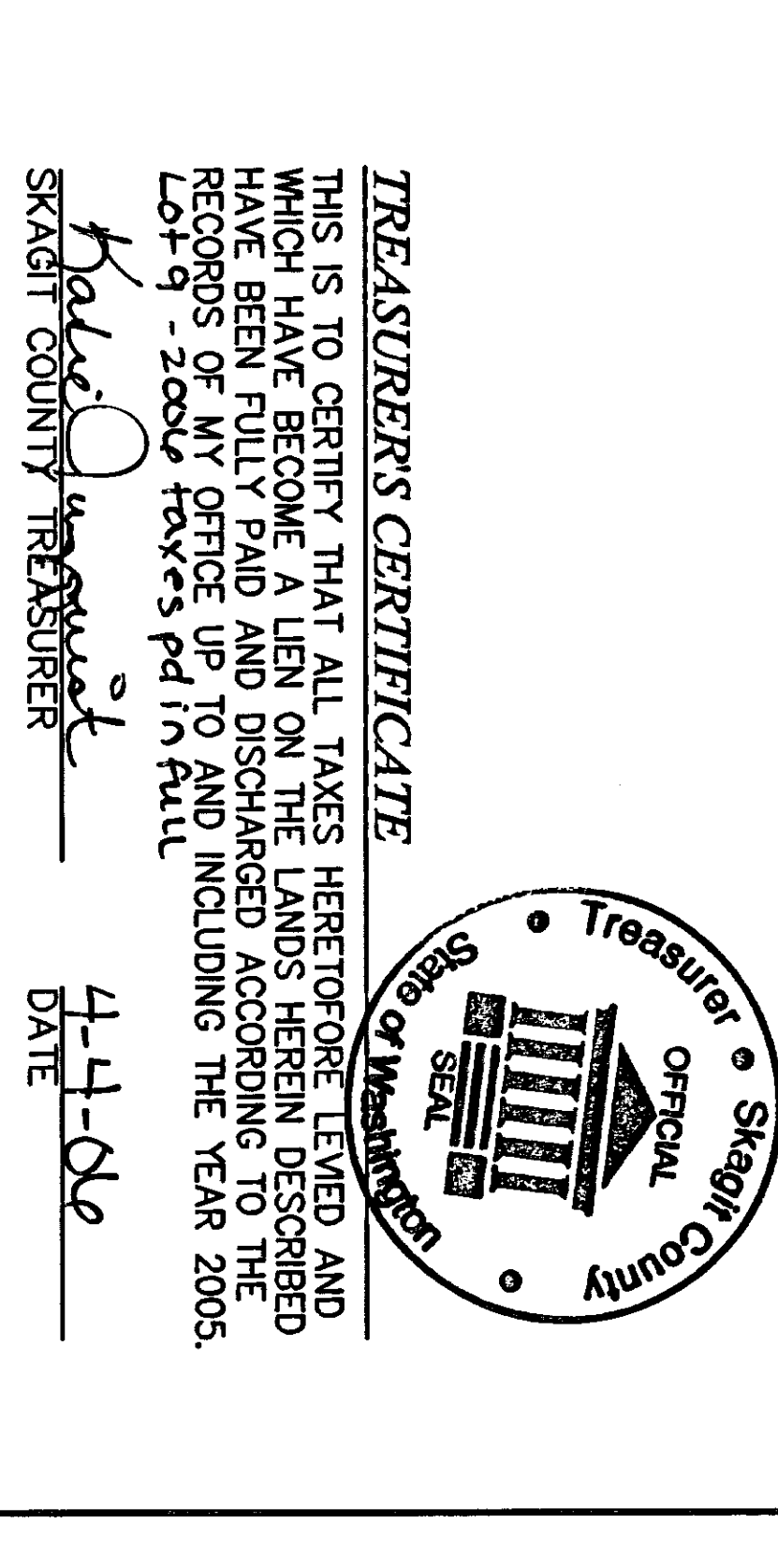
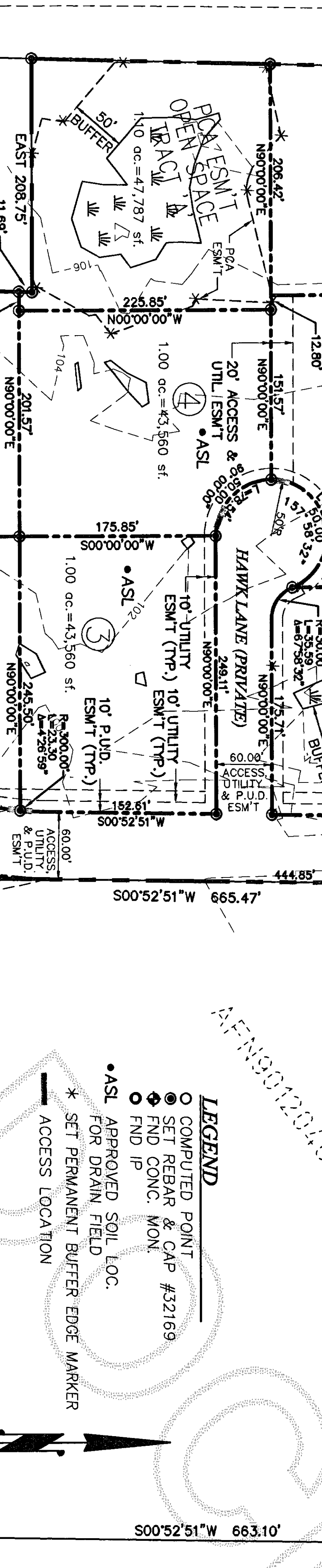
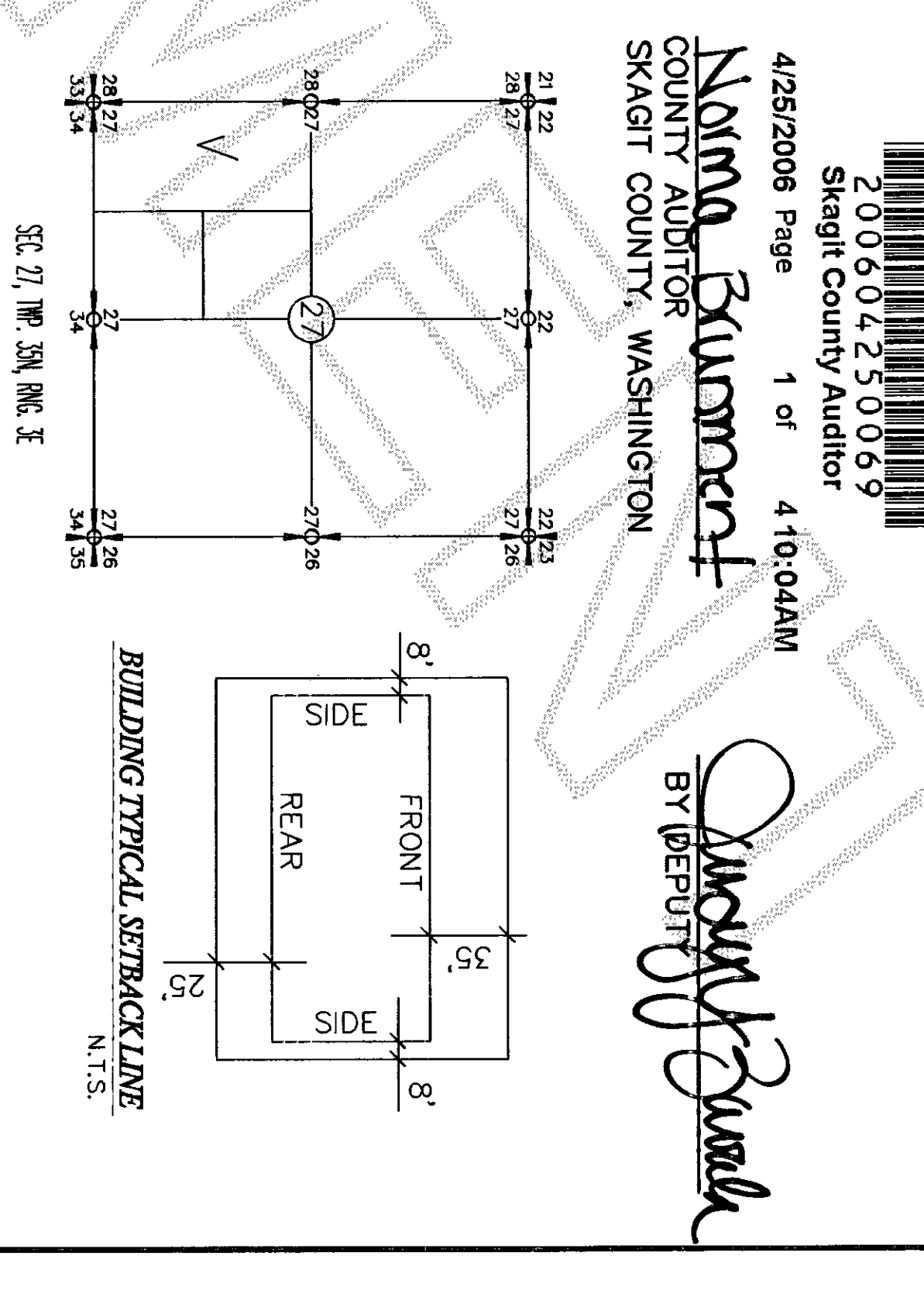
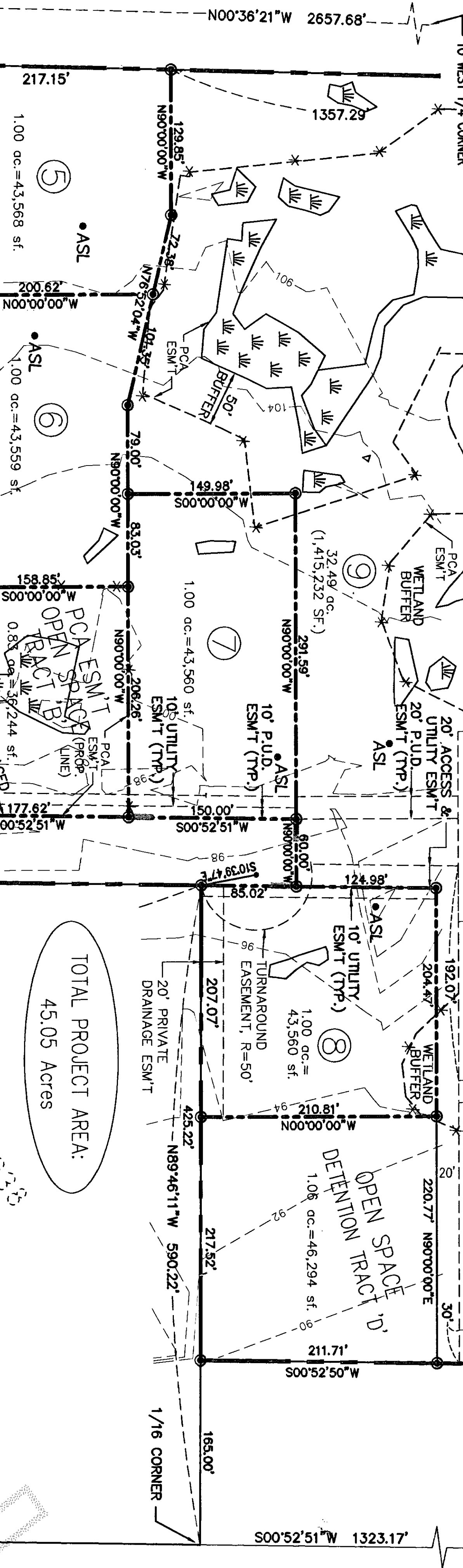


(SEE SHEET 2 OF 4)



FND. 3/4" PIPE @
NORTHWEST SIDE OF
CORNER FENCE POST
(12/07/02)

S69°32'00"E 2601.78'

28
27

1135.88'

165.00'

27

COUNTY AUDITOR
SKAGIT COUNTY WASHINGTON

BY DEPUTY

NOTES

THE PURPOSE OF THIS PLAT AMENDMENT IS TO RELOCATE THE LOT 9 BUILDING ENVELOPE AND CORRECTION OF DEDICATION WORKING.

1. PLAT NUMBER AND DATE OF APPROVAL SHALL BE INCLUDED IN ALL DEEDS AND CONTRACTS.

2. ZONING - RURAL RESERVE (RRV) COMPREHENSIVE PLAN DESIGNATION - RURAL RESERVE (RRV)

3. SEWAGE - ON-SITE-SEPTIC

4. NO BUILDING PERMITS SHALL BE ISSUED FOR ANY RESIDENTIAL STRUCTURES WHICH ARE NOT AT THIS TIME OF APPLICATION DETERMINED TO BE WITHIN AN OFFICIAL DESIGNATED BOUNDARY OF SKAGIT COUNTY FIRE DISTRICT.

5. CHANGE IN LOCATION OF ACCESS, MAY NECESSITATE CHANGE OF ADDRESS, CONTACT SKAGIT COUNTY PERMIT CENTER.

6. ALTERNATIVE ON-SITE SEWAGE DISPOSAL SYSTEM MAY HAVE SPECIAL DESIGN, CONSTRUCTION AND MAINTENANCE REQUIREMENTS. SEE SKAGIT COUNTY HEALTH OFFICER FOR DETAILS.

7. WATER: P.U.D. No. 1 - PUBLIC

8. SEE APL. 200408090159 FOR PROTECTED CRITICAL AREA EASEMENT AGREEMENT.

9. BASIS OF BEARING - SHORT PLAT NO. 33-89 AS FILED IN BOOK OF SHORT PLATS AT PAGE 197, AUDITOR'S FILE NO. 891215003, RECORDS OF SKAGIT COUNTY, WASHINGTON.

10. SURVEY EQUIPMENT & PROCEDURE: THIS SURVEY WAS COMPLETED AND ACCOMPLISHED BY FIELD TRAVERSE USING A WILSON DTM-520 TOTAL STATION ON 11-2002.

11. IN NO CASE SHALL THE COUNTY ACCEPT A DEDICATION OR ANY OBLIGATION AS TO ANY SUCH ROAD, STREET, AND/OR ALLEY UNTIL THE SAME AND ALL ROADS, STREETS AND/OR ALLEYS CONNECTING THE SAME TO THE FULL CURRENT COUNTY ROAD SYSTEM HAVE BEEN BROUGHT TO FULL CURRENT COUNTY ROAD STANDARDS AND A RIGHT-OF-WAY HAS BEEN TRANSFERRED TO AND ACCEPTED BY THE COUNTY.

12. ALL RUNOFF FROM IMPERVIOUS SURFACES AND ROOF DRAINS SHALL BE DIRECTED SO AS NOT TO ADVERSELY AFFECT ADJACENT PROPERTIES.

13. MAINTENANCE AND CONSTRUCTION OF THE ACCESS ROAD SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION WITH THE LOT OWNERS AS MEMBER AND NEIGHBORING PROPERTY OWNERS AS PER THE RECORDED APL. 200408090157.

14. DELAYATION AND COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND RESERVATIONS FILED UNDER APL. 200408090157.

15. GRANTEE ACKNOWLEDGES THAT GRANTEE HAS GRANTED TO THE PORT OF SKAGIT COUNTY A PERPETUAL AND ASSIGNABLE AVIGATION EASEMENT ON THE SUBJECT PROPERTY. SAID AVIGATION EASEMENT IS RECORDED UNDER AUDITOR'S FILE NUMBER 200408090158.

16. THE MAINTENANCE COMMITTEE SHALL BE RESPONSIBLE FOR COLLECTING AND PAYING STREET LIGHT UTILITY FEES, AS AN ADDITION TO: "ARTICLE 8 OF DECLARATION AND COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND RESERVATIONS FOR THE PLAT OF RED TAIL FLATS".

17. THE DRAINED AREAS SHOWN FOR LOTS 1 THROUGH 9 ARE PROVIDED TO EACH LOT, BUT NOT REQUIRED TO BE USED. EACH LOT MAY ELECT TO FIND ALTERNATE DRAINED LOCATIONS.

18. A PARK DONATION FEE OF \$100.00 WILL BE PAID BY LOT OWNERS AT THE TIME OF APPLICATION FOR BUILDING PERMIT.

19. NOTICE IS GIVEN THAT A GUN CLUB USE EXISTS SOUTHWESTERLY OF THE PLAT, AND THAT RESIDENCES IN THIS PLAT MAY BE SUBJECTED TO TYPICAL IMPACTS FROM THAT USE INCLUDING NOISE AND OTHER IMPACTS.

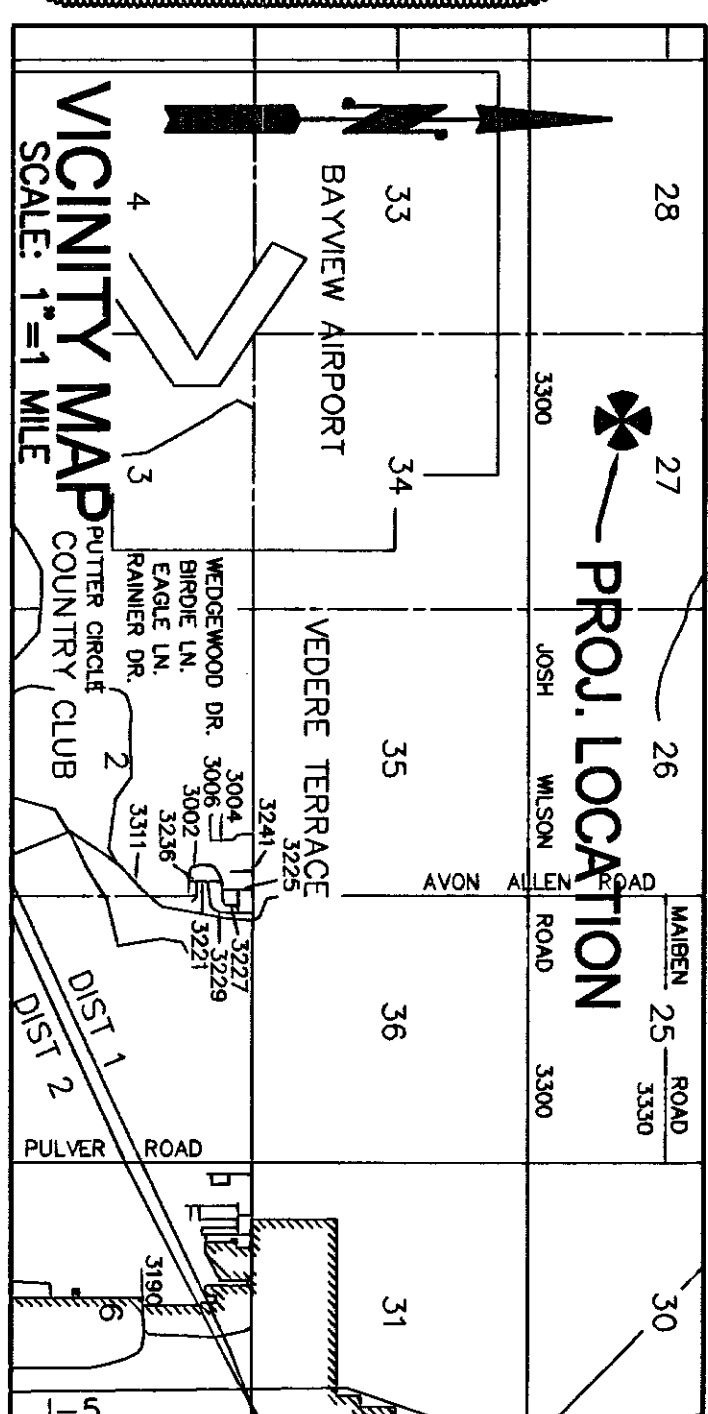
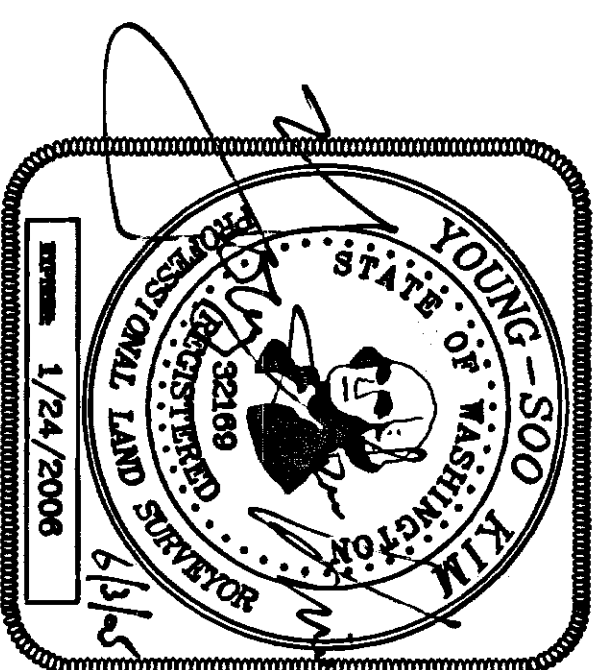
SKAGIT COUNTY SHALL BE HELD HARMLESS AS A RESULT OF ANY IMPACTS FROM THE EXISTING GUN CLUB.

20. A Lot of Record Certification has been issued for all lots included in this land division. By virtue of this certification, all lots therein shall be considered lots of record for conveyance and development purposes unless otherwise restricted.

SBP AF# 200604250070



1 inch = 100 ft.



LEGAL DESCRIPTION
THE WEST 1/2 OF THE SOUTHWEST 1/4, SECTION 27, TOWNSHIP 35 NORTH, RANGE 3 EAST, W.M., EXCEPT THE EAST 165 FEET OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 27, ALSO EXCEPT THE SOUTH 660 FEET THEREOF.
ALSO EXCEPT THE FOLLOWING DESCRIBED TRACTS 1 AND 2:
TRACT 1:
BEGINNING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 27; THENCE NORTH 0°52'50" EAST, ALONG THE EAST LINE OF SAID SUBDIVISION, 660.08 FEET TO THE NORTHEAST CORNER OF LOT 1 AS SHOWN ON SHORT PLAT FILED IN BOOK 8 OF SHORT PLATS, PAGE 197, UNDER AUDITOR'S FILE NO. 891215003, RECORDS OF SKAGIT COUNTY, WASHINGTON, SAID CORNER ALSO BEING THE TRUE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID EAST LINE OF SAID SUBDIVISION NORTH 0°52'50" EAST, 663.10 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 27; THENCE NORTH 89°46'11" WEST, ALONG THE NORTH LINE OF SAID SUBDIVISION, 590.22 FEET; THENCE SOUTH 0°52'51" WEST, 665.47 FEET TO THE INTERSECTION WITH THE NORTH LINE OF LOT 2 OF SAID SHORT PLAT; THENCE NORTH 90° EAST ALONG THE NORTH LINE OF SAID SHORT PLAT, 590.25 FEET TO THE TRUE POINT OF BEGINNING.





200604250069
Skagit County Auditor
4/25/2006 Page 3 of 4 10:04AM

PUD UTILITY EASEMENT

Easements are granted to Public Utility District No. 1 of Skagit County Washington, a Municipal Corporation, its successors or assigns, the perpetual right, privilege, and authority enabling the District to do all things necessary or proper in the construction and maintenance of a water, and communication line, lines or related facilities, including the right to construct, operate, maintain, inspect, improve, remove, restore, alter, replace, relocate, connect to and locate at any time a pipe or pipes, line or lines or related facilities, along with necessary appurtenances for the transportation of water, and communication lines or other similar public services over, across, along, in and under the lands as shown on this plat together with the right of ingress to and egress from said lands across adjacent lands of the Grantor, also, the right to cut and/or trim all brush, or other growth standing or growing upon the lands of the Grantor which, in the opinion of the District, constitutes a menace or danger to said line(s) or to persons or property by reason of proximity to the line(s). The Grantor agrees that title to all brush, other vegetation or debris trimmed, cut, and removed from the easement pursuant to this Agreement is vested in the District.

Grantor, its heirs, successors, or assigns hereby conveys and agrees not to construct or permit to be constructed structures of any kind on the easement area without written approval of the General Manager of the District. Grantor shall conduct its activities and all other activities on Grantor's property so as not to interfere with, obstruct or endanger the usefulness of any improvements or other facilities, now or hereafter maintained upon the easement or in any way interfere with, obstruct or endanger the District's use of the easement.

DECLARATION

WE, THE UNDERSIGNED OWNER(S), HEREBY
DECLARE THIS PLAT AMENDMENT WAS MADE WITH
OUR FREE CONSENT AND IN ACCORDANCE WITH
OUR WISHES.

Red Tail Flats LLC By: Joann Ogil
RED TAIL FLATS LLC

Scott Elliott
SCOTT ELLIOTT

Melinda Elliott
MELINDA ELLIOTT

Tim Eilers
TIM EILERS

Karen Eilers
KAREN EILERS

B.E. Evans Construction Inc. By: L.S. Connor Treasurer
B.E. EVANS CONSTRUCTION INC.
BC CYPRESS CONSTRUCTION INC.

Bobbo Family Trust By: John R. Bobbo Trustee
BOBKO FAMILY TRUST

Matthew Ray
MATTHEW RAY

Rebecca Ray
REBECCA RAY

Taissa Chuprinov
TAISSA CHUPRINOV

Aleksandra Chuprinov
ALEKSANDR CHUPRINOV

Rodney Schreiber
RODNEY SCHREIB

Lisa Schreiber
LISA SCHREIB

Carol Cummins
CAROL CUMMINS

Christina D. Foster
CHRISTINA D. FOSTER

EASEMENT PROVISIONS

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO ALL UTILITIES SERVING SUBJECT PLAT AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, UNDER AND UPON THE EXTERIOR 10', UNLESS NOTED OTHERWISE, PARALLEL WITH AND ADJOINING THE STREET FRONTAGE OF ALL LOTS, TRACTS AND COMMON AREAS-IN WHICH TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE AND MAINTAIN UNDERGROUND CONDUITS, CABLES, PIPE AND WIRES WITH NECESSARY FACILITIES AND OTHER EQUIPMENT FOR THE PURPOSE OF SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC, TELEPHONE, GAS, TELEVISION CABLE AND OTHER UTILITY SERVICES, TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS, TRACTS AND COMMON AREAS AT ALL TIMES FOR THE PURPOSES HEREIN STATED. DRAINAGE EASEMENTS DESIGNATED ON THE PLAT ARE HEREBY RESERVED FOR AND GRANTED TO SKAGIT COUNTY, EXCEPT THOSE DESIGNATED ON THE PLAT AS PRIVATE EASEMENTS, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS AND THE RIGHT TO EXCAVATE, CONSTRUCT, OPERATE, MAINTAIN, REPAIR AND/OR REBUILD AN ENCLOSED OR OPEN CHANNEL, STORM WATER CONVEYANCE SYSTEM AND/OR OTHER STORM DRAINAGE FACILITIES, UNDER, UPON OR THROUGH THE DRAINAGE EASEMENT.

DRAINAGE FACILITY MAINTENANCE COVENANT

WE, THE OWNERS AND CONTRACT PURCHASERS OF THE LANDS HEREIN PLATTED (GRANTOR), AGREE THAT THE OBLIGATIONS OF GRANTOR SHALL INURE TO THE BENEFIT OF AND BE BINDING UPON THE HEIRS, SUCCESSORS, AND ASSIGNS. GRANTOR AGREES THAT THIS COVENANT TOUCHES AND CONCERNS THE LAND DESCRIBED HEREIN AND SHALL RUN WITH THE LAND.

GRANTOR, BY EXECUTION OF THIS COVENANT ACKNOWLEDGES THAT THE BENEFITS OF THIS COVENANT INURE TO GRANTOR, DOWNSTREAM PROPERTY OWNERS, AND THE GENERAL PUBLIC, AND THAT SKAGIT COUNTY (COUNTY) AS THIRD-PARTY BENEFICIARY OF THIS COVENANT HAS THE RIGHT, BUT NOT THE OBLIGATION TO ENFORCE THIS COVENANT ON BEHALF OF DOWNSTREAM PROPERTY OWNERS AND THE GENERAL PUBLIC. COUNTY REQUIRES THIS COVENANT TO PROTECT PRIVATE AND PUBLIC PROPERTY, PRIVATE AND PUBLIC DRAINAGE INFRASTRUCTURE, AND NATURAL RESOURCES OF DOWNSTREAM PROPERTY OWNERS AND THE GENERAL PUBLIC.

GRANTOR, IN CONSERVATION OF THE APPROVAL OF THIS SUBDIVISION, HEREBY COVENANTS TO PERFORM REGULAR MAINTENANCE UPON THE DRAINAGE FACILITIES INSTALLED, OR TO BE INSTALLED, UPON GRANTOR'S PROPERTY. REGULAR MAINTENANCE SHALL INCLUDE, AT A MINIMUM, ANNUAL INSPECTION OF THE STORMWATER DRAINAGE SYSTEM, AS APPLICABLE, THE SYSTEM SHALL INCLUDE THE STORMWATER CONVEYANCE SYSTEM PIPES, DITCHES, SWALES, AND CATCH BASINS; STORMWATER FLOW REGULATION SYSTEM DETENTION PONDS, VALVES, PIPES, RETENTION PONDS, FLOW REGULATION AND CONTROL STRUCTURES; INFILTRATION SYSTEMS; AND WATER QUALITY CONTROL SYSTEM.

THE SCOPE OF THIS COVENANT AND RIGHT OF ENTRY SHALL BE ADEQUATE TO PROVIDE FOR THE ACCESS, INSPECTION, AND MAINTENANCE OF THE STORMWATER DRAINAGE SYSTEM, AND SHALL BE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

- COUNTY SHALL HAVE THE PERPETUAL RIGHT OF ENTRY ACROSS ADJACENT LANDS OF THE GRANTOR FOR PURPOSES OF INSPECTING, AUDITING, OR CONDUCTING REQUIRED MAINTENANCE OF THE DRAINAGE FACILITY.
- IF COUNTY INSPECTION DETERMINES THAT MAINTENANCE IS NOT BEING PERFORMED, COUNTY SHALL ENDEAVOR TO PROVIDE GRANTOR REASONABLE ADVANCE NOTIFICATION OF THE NEED TO PERFORM THE MAINTENANCE, AND A REASONABLE OPPORTUNITY FOR GRANTOR TO PERFORM IT. IN THE EVENT THAT GRANTOR FAILS TO COMPLETE THE REQUIRED MAINTENANCE WITHIN A REASONABLE TIME PERIOD, COUNTY SHALL HAVE THE RIGHT TO PERFORM OR CONTRACT WITH OTHERS TO PERFORM IT AT THE SOLE EXPENSE OF THE GRANTOR. IF COUNTY IN ITS SOLE DISCRETION DETERMINES THAT AN IMMINENT OR PRESENT DANGER EXISTS, REQUIRED MAINTENANCE AND/OR REPAIR MAY BEGIN IMMEDIATELY AT GRANTOR'S EXPENSE WITHOUT PRIOR NOTICE TO GRANTOR. IN SUCH EVENT, COUNTY SHALL PROVIDE GRANTOR WITH A WRITTEN STATEMENT AND ACCOUNTING OF ALL WORK PERFORMED AND THE FEES, CHARGES, AND EXPENSES INCURRED IN MAKING SUCH REPAIRS. GRANTOR SHALL AGREE TO REIMBURSE COUNTY OR PAY COUNTY'S VENDORS DIRECTLY FOR ALL REASONABLE FEES, CHARGES, AND EXPENSES IDENTIFIED IN COUNTY'S STATEMENT.
- IF COUNTY IS REQUIRED TO ACT AS A RESULT OF GRANTOR'S FAILURE TO COMPLY WITH THIS COVENANT, COUNTY MAY REMOVE ANY OBSTRUCTIONS AND/OR INTERFERENCES THAT IN THE OPINION OF COUNTY IMPAIR THE OPERATION OF THE DRAINAGE FACILITY OR THE MAINTENANCE THEREOF. GRANTOR AGREES TO HOLD COUNTY, IT OFFICERS, EMPLOYEES, AND AGENTS HARMLESS FROM ANY AND ALL CLAIMS, ACTIONS, SUITS, LIABILITY, LOSS, EXPENSES, DAMAGES AND JUDGMENTS OF ANY NATURE WHATSOEVER, INCLUDING COSTS AND ATTORNEY'S FEES, INCURRED BY THE REMOVAL OF VEGETATION OR PHYSICAL INTERFERENCE FROM THE DRAINAGE FACILITY.
- WHEN EXERCISING THE MAINTENANCE PROVISIONS OF THE COVENANT, IN THE EVENT OF NONPAYMENT, COUNTY MAY BRING SUIT TO RECOVER SUCH COSTS, INCLUDING ATTORNEY'S FEES, AND UPON OBTAINING A JUDGMENT, SUCH AMOUNT SHALL BECOME A LIEN AGAINST THE PROPERTY OF GRANTOR AS PROVIDED IN ROW 4.56.190.
- GRANTOR COVENANTS THAT ALL OF THE OWNERS, CONTRACT PURCHASERS AND LIEN HOLDERS OF THE PROPERTY DESCRIBED HEREIN HAVE SIGNED THE DEDICATION AND/OR DECLARATION OF THIS SUBDIVISION, THAT THEY HAVE THE RIGHT TO GRANT THIS COVENANT ON THE PROPERTY, AND THAT THE TITLE TO THE PROPERTY IS FREE AND CLEAR OF ANY ENCUMBRANCES WHICH WOULD INTERFERE WITH THE ABILITY TO GRANT THIS COVENANT.

5. THE MAINTENANCE OF THE DETENTION FACILITY, THE DETENTION FACILITY APPURTENANCES, AND THE EXPENSE OF SAID MAINTENANCE, SHALL BE THE EQUAL RESPONSIBILITY OF THE OWNERSHIP OF LOTS 1 THROUGH 9, THE SURFACE MAINTENANCE, INCLUDING ADDITIONAL LANDSCAPING BEYOND THE INITIAL LANDSCAPING PROVIDED BY THE DEVELOPER PER THE APPROVED LANDSCAPING PLANS, GARDENING, IRRIGATION, MOWING, PRUNING AND OTHER RELATED SURFACE ACTIVITIES SHALL BE THE EQUAL RESPONSIBILITY OF THE SAID LOT OWNERS.

ADDRESS NOTES:

A SKAGIT COUNTY ADDRESS RANGE HAS BEEN APPLIED TO THE ROAD SYSTEM IN THIS SUBDIVISION. AT THE TIME OF APPLICATION FOR BUILDING AND/OR ACCESS, SKAGIT COUNTY GIS WILL ASSIGN INDIVIDUAL ADDRESSES IN ACCORDANCE WITH THE PROVISIONS OF SKAGIT COUNTY CODE 15.24.

ROAD NAME	BEGINNING RANGE	ENDING RANGE
EMILY LANE	10740	11000
HAWK LANE	15066	15125

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT RED TAIL FLATS LLC, A WASHINGTON LIMITED LIABILITY COMPANY, THE UNDERSIGNED OWNER IN FEE SIMPLE OF THE LAND HEREBY PLATTED, AND WHIDDEY ISLAND BANK, A WASHINGTON STATE CHARTERED SAVINGS BANK, THE MORTGAGEES THERE OF HEREBY DECLARE THIS PLAT AND DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, AVENUES, PLACES AND STWYR & WATER EASEMENTS OR WHATEVER PUBLIC PROPERTY THERE IS SHOWN ON THE PLAT AND THE USE FOR ANY AND ALL PUBLIC PURPOSES NOT INCONSISTENT WITH THE USE THEREOF FOR PUBLIC HIGHWAY PURPOSES. ALSO THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON LOTS, BLOCKS, TRACTS, ETC. SHOWN ON THIS PLAT IN THE REASONABLE ORIGINAL GRADING OF ALL STREETS, AVENUES, PLACES, ETC. SHOWN HEREON. ALSO, THE RIGHT TO DRAIN ALL STREETS OVER AND ACROSS ANY LOT OR LOTS WHERE WATER MIGHT TAKE A NATURAL COURSE AFTER THE STREET OR STREETS ARE GRADED. ALSO, ALL CLAIMS FOR DAMAGE AGAINST ANY GOVERNMENTAL AUTHORITY ARE WAIVED WHICH MAY BE OCCASIONED TO THE ADJACENT LAND BY THE ESTABLISHED CONSTRUCTION, DRAINAGE, AND MAINTENANCE OF SAID ROADS.

FOLLOWING THE ORIGINAL REASONABLE GRADING OF THE ROADS AND WAYS HEREON, NO DRAINAGE WATERS ON ANY LOT OR LOTS SHALL BE DIVERTED OR BLOCKED FROM THEIR NATURAL COURSE SO AS TO DISCHARGE UPON ANY PUBLIC ROAD RIGHTS OF WAY OR TO HAMPER PROPER ROAD DRAINAGE. THE OWNER OF ANY LOT OR LOTS PRIOR TO MAKING ANY ALTERATION IN THE DRAINAGE SYSTEM AFTER THE RECORDING OF THIS PLAT, MUST MAKE APPLICATION TO AND RECEIVE APPROVAL FROM THE DIRECTOR OF THE DEPARTMENT OF PUBLIC WORKS FOR SAID ALTERATION, ANY ENCLOSING OF DRAINAGE WATERS IN CULVERTS OR DRAINS OR ROUTING THEREOF ACROSS ANY LOT AS MAY BE UNDERTAKEN BY OR FOR THE OWNER OF ANY LOT SHALL BE DONE BY AND AT THE EXPENSE OF SUCH OWNER.

TRACTS A, B, C AND D ARE HEREBY GRANTED AND CONVERTED TOGETHER WITH ALL OBLIGATIONS TO MAINTAIN THE TRACTS CONSISTENT WITH COUNTY CODE, TO LOTS 1 THROUGH 9 WITH AN EQUAL UNDIVIDED INTEREST UPON THE RECORDING OF THIS PLAT SUBJECT TO AN EMERGENCY MAINTENANCE EASEMENT GRANTED AND CONVERTED TO SKAGIT COUNTY. USE OF SAID TRACTS ARE RESTRICTED TO THAT SPECIFIED IN THE APPROVED FINAL PLAT. THE OWNERS OF ALL LOTS WITHIN THE SUBDIVISION SHALL COMPLY WITH THOSE COUNTY REGULATIONS AND CONDITIONS OF FINAL SUBDIVISION APPROVAL SPECIFIED ON THE PLAT. THE TRACTS SHALL REMAIN AN APPURTENANCE TO AND INSEPARABLE FROM EACH LOT. THIS COVENANT SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF THE OWNERS OF ALL LOTS WITHIN THE SUBDIVISION AND ALL OTHERS HAVING ANY INTEREST IN THE TRACTS OR LOTS.

IN WITNESS WHEREOF, WE SET OUR HANDS AND SEALS THIS _____ DAY OF _____, 2005.

Red Tail Flats LLC By: Joann Ogil
RED TAIL FLATS LLC, A WASHINGTON LIMITED LIABILITY COMPANY
BY: JOAN OGIL
ITS MANAGER

MEMORANDUM OF DEEDS OF TRUST

Carol Cummins
SIGNER *CHRISTINA D. FOSTER*
TITLE *WHIDDEY ISLAND BANK*
CAREL CUMMINS

Scott Elliott
SCOTT ELLIOTT

Melinda Elliott
MELINDA ELLIOTT

Tim Eilers
TIM EILERS

Karen Eilers
KAREN EILERS

B.E. Evans Construction Inc. By: L.S. Connor Treasurer
B.E. EVANS CONSTRUCTION INC.
BC CYPRESS CONSTRUCTION INC.

Bobbo Family Trust By: John R. Bobbo Trustee
BOBKO FAMILY TRUST

Matthew Ray
MATTHEW RAY

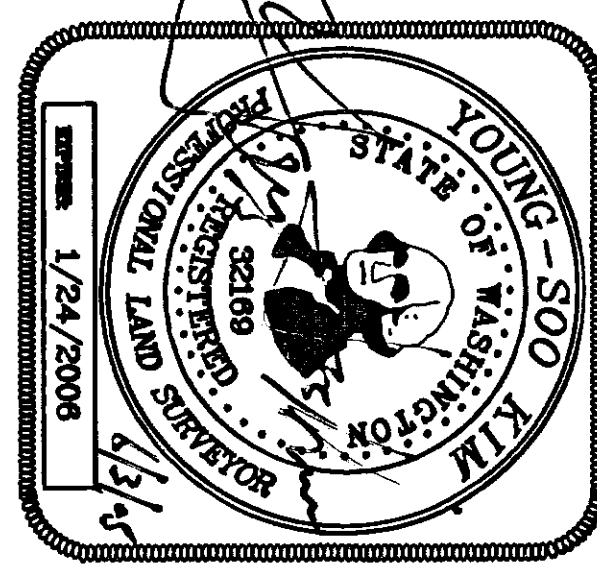
Rebecca Ray
REBECCA RAY

Taissa Chuprinov
TAISSA CHUPRINOV

Aleksandra Chuprinov
ALEKSANDR CHUPRINOV

Rodney Schreiber
RODNEY SCHREIB

Lisa Schreiber
LISA SCHREIB

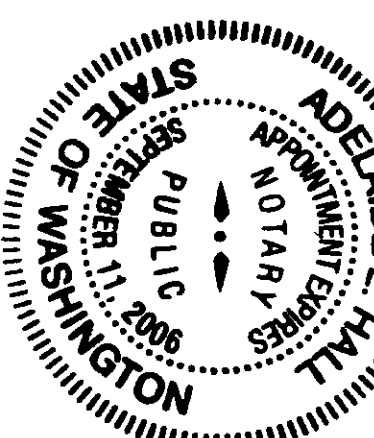


SUMMIT ENGINEERS & SURVEYORS, INC.
2218 OLD HIGHWAY 99 SOUTH ROAD, MOUNT VERNON, WA, 98273
PHONE: (360) 416-4899 FAX: (360) 416-4849
E-MAIL: YSK@SUMMITES.COM



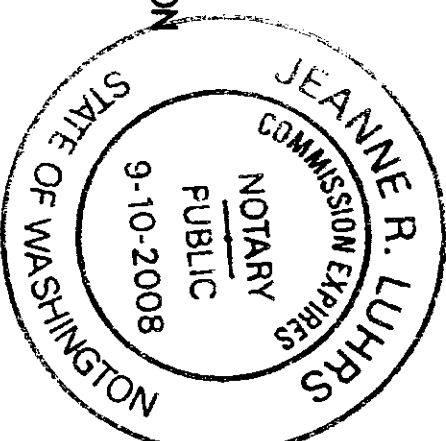
REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF WASHINGTON)
COUNTY OF SKAGIT) SS
I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT Joanne Del
IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON
ACKNOWLEDGE THAT (HE/SHE/THEY) SIGNED THIS INSTRUMENT, ON OATH STATED
THAT (HE/SHE/THEY) WAS/WERE AUTHORIZED TO EXECUTE THE INSTRUMENT AND
ACKNOWLEDGE IT TO BE (HIS/HER/THEIR) FREE AND VOLUNTARY ACT FOR THE
USSES AND PURPOSES MENTIONED IN THE INSTRUMENT.
DATED: June 07, 2005
SIGNATURE: Adelaide L. Hall
(PRINT NAME) Adelaide L. Hall
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
RESIDING AT Skagit Valley, WA
MY APPOINTMENT EXPIRES 9/10/2008



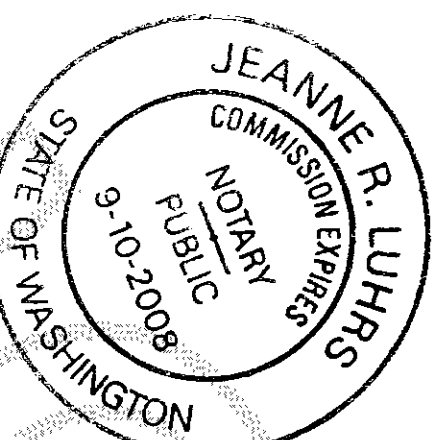
REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF WASHINGTON)
COUNTY OF SKAGIT) SS
I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT John R. Lohrs
IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON
ACKNOWLEDGE THAT (HE/SHE/THEY) SIGNED THIS INSTRUMENT, ON OATH STATED
THAT (HE/SHE/THEY) WAS/WERE AUTHORIZED TO EXECUTE THE INSTRUMENT AND
ACKNOWLEDGE IT AS THE Trustee TO BE THE FREE AND
VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN
THE INSTRUMENT.
DATED: June 11, 2005
SIGNATURE: Jeane R. Lohrs
(PRINT NAME) Jeane R. Lohrs
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
RESIDING AT Skagit Valley, WA
MY APPOINTMENT EXPIRES 9/10/2008



REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF WASHINGTON)
COUNTY OF SKAGIT) SS
I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT John R. Lohrs
IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON
ACKNOWLEDGE THAT (HE/SHE/THEY) SIGNED THIS INSTRUMENT, ON OATH STATED
THAT (HE/SHE/THEY) WAS/WERE AUTHORIZED TO EXECUTE THE INSTRUMENT AND
ACKNOWLEDGE IT AS THE Trustee TO BE THE FREE AND
VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN
THE INSTRUMENT.
DATED: June 10, 2005
SIGNATURE: Jeane R. Lohrs
(PRINT NAME) Jeane R. Lohrs
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
RESIDING AT Skagit Valley, WA
MY APPOINTMENT EXPIRES 9/10/2008



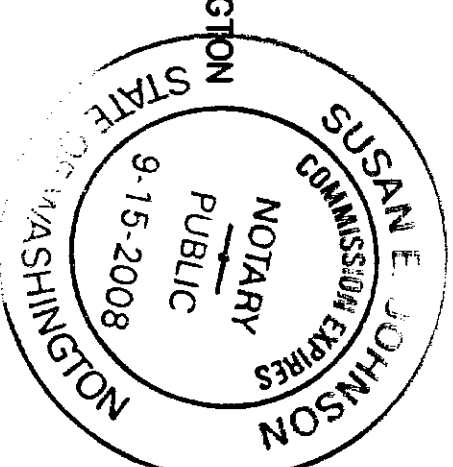
PUD UTILITY EASEMENT

Easements are granted to Public Utility District No. 1 of Skagit County Washington, a Municipal Corporation, its successors or assigns, the perpetual right, privilege, and authority enabling the District to do all things necessary or proper in the construction and maintenance of a water, and communication, line, lines or related facilities, including the right to construct, operate, maintain, inspect, improve, remove, restore, alter, replace, relocate, connect to and locate at any time a pipe or pipes, line or lines or related facilities, along with necessary appurtenances for the transportation of water, and communication lines or other similar public services over, across, along, in and under the lands as shown on this plat together with the right of ingress to and egress from said lands across adjacent lands of the Grantor, also, the right to cut and/or trim all brush, or other growth standing or growing upon the lands of the Grantor which, in the opinion of the District, constitutes a menace or danger to said line(s) or to persons or property by reason of proximity to the line(s). The Grantor agrees that title to all brush, other vegetation or debris trimmed, cut, and removed from the easement pursuant to this Agreement is vested in the District.

Grantor, its heirs, successors, or assigns hereby conveys and agrees not to construct or permit to be constructed structures of any kind on the easement area without written approval of the General Manager of the District. Grantor shall conduct its activities and all other activities on Grantor's property so as not to interfere with, obstruct or endanger the usefulness of any improvements or other facilities now or hereafter maintained upon the easement or in any way interfere with, obstruct or endanger the District's use of the easement.

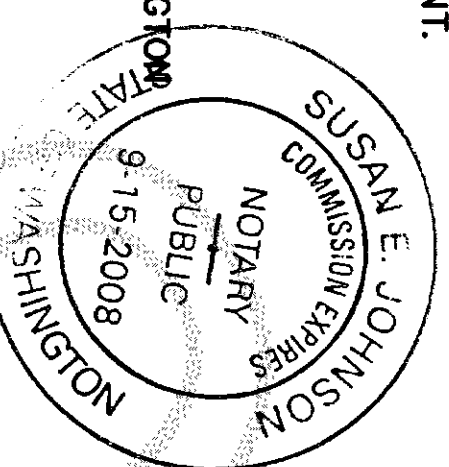
INDIVIDUAL ACKNOWLEDGEMENT

STATE OF WASHINGTON)
COUNTY OF SKAGIT) SS
I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT Melinda Elford
IS/ARE THE PERSON(S) WHO APPEARED BEFORE ME, AND SAID PERSON(S) ACKNOWLEDGE THAT (HE/SHE/THEY) SIGNED THIS INSTRUMENT AND
ACKNOWLEDGE IT TO BE (HIS/HER/THEIR) FREE AND VOLUNTARY ACT FOR THE
USSES AND PURPOSES MENTIONED IN THE INSTRUMENT.
DATED: 6-7-2005
SIGNATURE: Susan E. Johnson
(PRINT NAME) Susan E. Johnson
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
RESIDING AT Mount Vernon
MY APPOINTMENT EXPIRES 9-15-2008



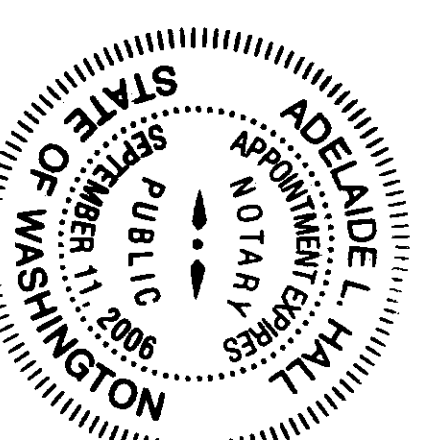
INDIVIDUAL ACKNOWLEDGEMENT

STATE OF WASHINGTON)
COUNTY OF SKAGIT) SS
I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT Scott Elford
IS/ARE THE PERSON(S) WHO APPEARED BEFORE ME, AND SAID PERSON(S) ACKNOWLEDGE THAT (HE/SHE/THEY) SIGNED THIS INSTRUMENT AND
ACKNOWLEDGE IT TO BE (HIS/HER/THEIR) FREE AND VOLUNTARY ACT FOR THE
USSES AND PURPOSES MENTIONED IN THE INSTRUMENT.
DATED: 6-7-2005
SIGNATURE: Susan E. Johnson
(PRINT NAME) Susan E. Johnson
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
RESIDING AT Mount Vernon
MY APPOINTMENT EXPIRES 9-15-2008



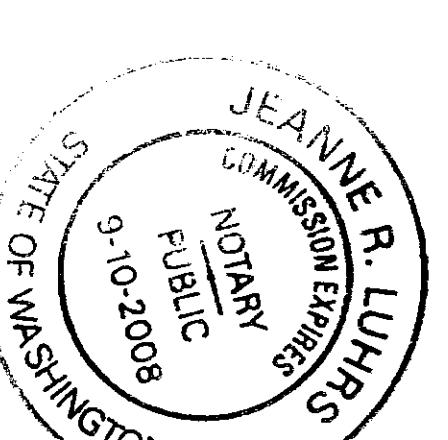
INDIVIDUAL ACKNOWLEDGEMENT

STATE OF WASHINGTON)
COUNTY OF SKAGIT) SS
I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT John E. Elers
IS/ARE THE PERSON(S) WHO APPEARED BEFORE ME, AND SAID PERSON(S) ACKNOWLEDGE THAT (HE/SHE/THEY) SIGNED THIS INSTRUMENT AND
ACKNOWLEDGE IT TO BE (HIS/HER/THEIR) FREE AND VOLUNTARY ACT FOR THE
USSES AND PURPOSES MENTIONED IN THE INSTRUMENT.
DATED: June 10, 2005
SIGNATURE: Adelaide L. Hall
(PRINT NAME) Adelaide L. Hall
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
RESIDING AT Skagit Valley, WA
MY APPOINTMENT EXPIRES 9/10/2008



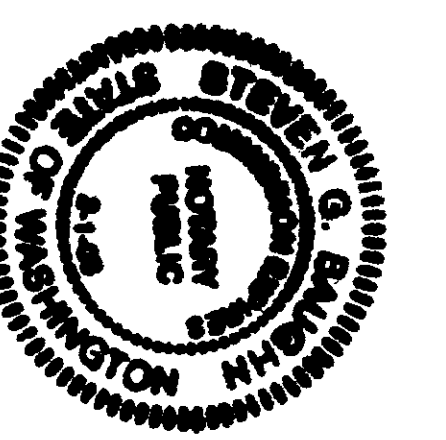
INDIVIDUAL ACKNOWLEDGEMENT

STATE OF WASHINGTON)
COUNTY OF SKAGIT) SS
I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT Teresa Chaparral
IS/ARE THE PERSON(S) WHO APPEARED BEFORE ME, AND SAID PERSON(S) ACKNOWLEDGE THAT (HE/SHE/THEY) SIGNED THIS INSTRUMENT AND
ACKNOWLEDGE IT TO BE (HIS/HER/THEIR) FREE AND VOLUNTARY ACT FOR THE
USSES AND PURPOSES MENTIONED IN THE INSTRUMENT.
DATED: June 7, 2005
SIGNATURE: Jeane R. Lohrs
(PRINT NAME) Jeane R. Lohrs
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
RESIDING AT Skagit Valley, WA
MY APPOINTMENT EXPIRES 9/10/2008



INDIVIDUAL ACKNOWLEDGEMENT

STATE OF WASHINGTON)
COUNTY OF SKAGIT) SS
I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT Cheryl Ann Foster
IS/ARE THE PERSON(S) WHO APPEARED BEFORE ME, AND SAID PERSON(S) ACKNOWLEDGE THAT (HE/SHE/THEY) SIGNED THIS INSTRUMENT AND
ACKNOWLEDGE IT TO BE (HIS/HER/THEIR) FREE AND VOLUNTARY ACT FOR THE
USSES AND PURPOSES MENTIONED IN THE INSTRUMENT.
DATED: 3-20-2006
SIGNATURE: Steven G. Balogh
(PRINT NAME) Steven G. Balogh
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
RESIDING AT Mount Vernon
MY APPOINTMENT EXPIRES 02-01-08



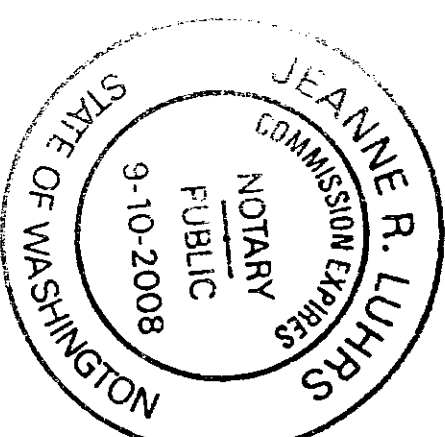
INDIVIDUAL ACKNOWLEDGEMENT

STATE OF WASHINGTON)
COUNTY OF SKAGIT) SS
I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT Matthew Ray & Renee Ray
IS/ARE THE PERSON(S) WHO APPEARED BEFORE ME, AND SAID PERSON(S) ACKNOWLEDGE THAT (HE/SHE/THEY) SIGNED THIS INSTRUMENT AND
ACKNOWLEDGE IT TO BE (HIS/HER/THEIR) FREE AND VOLUNTARY ACT FOR THE
USSES AND PURPOSES MENTIONED IN THE INSTRUMENT.
DATED: 6/7/05
SIGNATURE: Adelaide L. Hall
(PRINT NAME) Adelaide L. Hall
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
RESIDING AT Skagit Valley, WA
MY APPOINTMENT EXPIRES 9/10/2008

NOTARY PUBLIC
STATE OF WASHINGTON
JUANITA M. TERWILLIGER
My Appointment Expires MAY 10, 2006

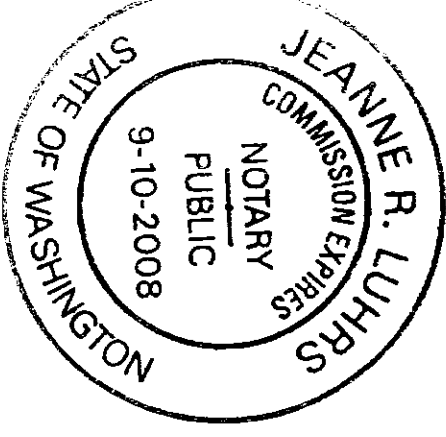
INDIVIDUAL ACKNOWLEDGEMENT

STATE OF WASHINGTON)
COUNTY OF SKAGIT) SS
I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT Adney Schreier
IS/ARE THE PERSON(S) WHO APPEARED BEFORE ME, AND SAID PERSON(S) ACKNOWLEDGE THAT (HE/SHE/THEY) SIGNED THIS INSTRUMENT AND
ACKNOWLEDGE IT TO BE (HIS/HER/THEIR) FREE AND VOLUNTARY ACT FOR THE
USSES AND PURPOSES MENTIONED IN THE INSTRUMENT.
DATED: June 13, 2005
SIGNATURE: Jeane R. Lohrs
(PRINT NAME) Jeane R. Lohrs
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
RESIDING AT Skagit Valley, WA
MY APPOINTMENT EXPIRES 9/10/2008



INDIVIDUAL ACKNOWLEDGEMENT

STATE OF WASHINGTON)
COUNTY OF SKAGIT) SS
I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT Lisa Schreier
IS/ARE THE PERSON(S) WHO APPEARED BEFORE ME, AND SAID PERSON(S) ACKNOWLEDGE THAT (HE/SHE/THEY) SIGNED THIS INSTRUMENT AND
ACKNOWLEDGE IT TO BE (HIS/HER/THEIR) FREE AND VOLUNTARY ACT FOR THE
USSES AND PURPOSES MENTIONED IN THE INSTRUMENT.
DATED: June 13, 2005
SIGNATURE: Jeane R. Lohrs
(PRINT NAME) Jeane R. Lohrs
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
RESIDING AT Skagit Valley, WA
MY APPOINTMENT EXPIRES 9/10/2008



INDIVIDUAL ACKNOWLEDGEMENT

STATE OF WASHINGTON)
COUNTY OF SKAGIT) SS
I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT Aleksandra Chaparral
IS/ARE THE PERSON(S) WHO APPEARED BEFORE ME, AND SAID PERSON(S) ACKNOWLEDGE THAT (HE/SHE/THEY) SIGNED THIS INSTRUMENT AND
ACKNOWLEDGE IT TO BE (HIS/HER/THEIR) FREE AND VOLUNTARY ACT FOR THE
USSES AND PURPOSES MENTIONED IN THE INSTRUMENT.
DATED: June 13, 2005
SIGNATURE: Jeane R. Lohrs
(PRINT NAME) Jeane R. Lohrs
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
RESIDING AT Skagit Valley, WA
MY APPOINTMENT EXPIRES 9/10/2008

