

When Recorded Return to:
BRIAR DEVELOPMENT COMPANY LLP
P. O. Box 9704
Bellingham, WA 98227



200610050116
Skagit County Auditor

10/5/2006 Page 1 of 5 3:57PM

Chicago Title Company - Island Division
Order No: BE11000 MJJ Title Order No: IC40124 ✓

STATUTORY WARRANTY DEED

THE GRANTOR SHEPHERD'S STAFF, A Washington Non-Profit Corporation

for and in consideration of **One Hundred Twenty Thousand and 00/100...(\$120,000.00)**
DOLLARS in hand paid, conveys and warrants to **BRIAR DEVELOPMENT COMPANY LLP, A**
Washington limited liability partnership

the following described real estate, situated in the County of Skagit, State of Washington:

Lot 2, Youth Dynamics Binding Site Plan, recorded October 24, 2005, under Auditor's File No.
200510240133, records of Skagit County, Washington; being a portion of Government Lot 1,
Section 6, Township 34 North, Range 4 East, W.M., records of Skagit County, Washington.

Situated in Skagit County, Washington


Tax Parcel Number(s): 8061-000-002-0000 P123559

Subject to: Restrictions, reservations and easements of record as described in Chicago Title
Company's Commitment for Title Order IC40124, Paragraphs 1 thru 16 of Schedule B-001, as
more fully described in Exhibit "A" which is attached hereto and made a part hereof.

Subject to Skagit County Right To Farm Ordinance as more fully described in Exhibit "B",
which is attached hereto and made a part hereof.

Dated: October 2, 2006

SHEPHERD'S STAFF, a Washington Non-Profit Corporation


Mark Evans, President

5196
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

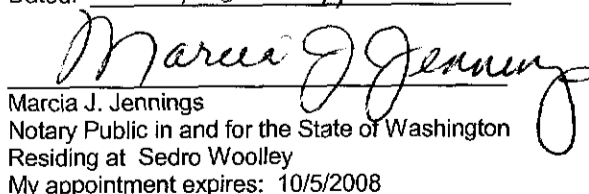
OCT 05 2006

Amount Paid \$ 2141.00
By Skagit Co. Treasurer Deputy

STATE OF WASHINGTON
COUNTY OF Skagit

I certify that I know or have satisfactory evidence that Mark Evans the person(s) who appeared before me, and said
person(s) acknowledged that he signed this instrument, on oath stated that he is authorized to execute the
instrument and acknowledged it as the President of Shepherd's Staff, a Washington Non-Profit Corporation, to be
the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: October 4, 2006


Marcia J. Jennings
Notary Public in and for the State of Washington
Residing at Sedro Woolley
My appointment expires: 10/5/2008

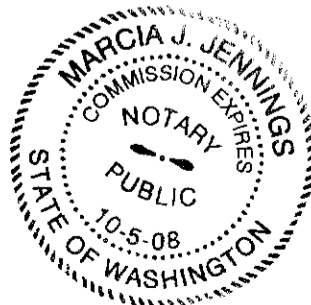


EXHIBIT 'A'

SCHEDULE B-001

1. Relinquishment of all existing, future, or potential easements for access, light, view, and air and of all rights of ingress, egress and regress to, from, and between said premises and the highway (or highways) constructed on lands conveyed by Deed
Recorded: March 26, 1954 and June 2, 1972
Auditor's No.: 500805 and 769083, records of Skagit County, Washington
To: State of Washington
Affects: Northwesterly portion of said premises
2. Exceptions and reservations contained in Deed;
From: Global Missions, a Washington corporation
Recorded: July 29, 1977
Auditor's No.: 861734, records of Skagit County, Washington
As Follows: Reserving to lessor, if option to purchase be exercised, 75% of the mineral rights limited to oil, gas and petroleum
Affects: A portion of said premises
3. Declaration disclosed on the face of survey recorded January 7, 2000, under Auditor's File No. 200001070083, records of Skagit County, Washington, as follows:

The above described property will be combined or aggregated with contiguous property owned by the grantee. The lot boundary adjustment is not for the purpose of creating an additional lot.
4. Agreement, including the terms and conditions thereof; entered into;
By: Briar Development Company
And Between: Youth Dynamics
Recorded: January 21, 2000
Auditor's No.: 200001210081, records of Skagit County, Washington
Providing: Parking License
5. Easement, including the terms and conditions thereof, disclosed by instrument(s);
Recorded: January 21, 2000
Auditor's No(s): 200001210082, records of Skagit County, Washington
In favor of: Briar Development Co.
For: Sanitary Sewer Line
6. Agreement, including the terms and conditions thereof; entered into;
By: Briar Development Company
And Between: Youth Dynamics
Recorded: January 21, 2000
Auditor's No.: 200001210083, records of Skagit County, Washington
Providing: Temporary construction easement
7. Agreement and Easement, including the terms and conditions thereof; entered into;
By: Briar Development Company
And Between: Youth Dynamics
Recorded: January 21, 2000
Auditor's No.: 200001210084, records of Skagit County, Washington
Providing: Reciprocal easement
8. Easement, including the terms and conditions thereof, granted by instrument(s);
Recorded: October 2, 2001
Auditor's No(s): 200110020125, records of Skagit County, Washington
In favor of: Puget Sound Energy, Inc.
For: Electric transmission and/or distribution line, together with necessary appurtenances
Affects: Portions of said premises



200610050116
Skagit County Auditor

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9. Easement, including the terms and conditions thereof, disclosed by instrument(s);
Recorded: January 14, 2002
Auditor's No(s): 200201140026, records of Skagit County, Washington
In favor of: Public Utility District No. 1 of Skagit County
For: Water lines
Affects: Portions of said premises
10. Easement, including the terms and conditions thereof, granted by instrument(s);
Recorded: May 23, 2002
Auditor's No(s): 200205230007, records of Skagit County, Washington
In favor of: Briar Development Company
For: Installation, maintenance, operation, repair and replacement of a sidewalk and light fixture to serve the benefited property and for pedestrian access by the owners and tenants of the benefited property and their customers, licensees and invitees
11. Easement, including the terms and conditions thereof, disclosed by instrument(s);
Recorded: June 17, 2002
Auditor's No(s): 200206170117, records of Skagit County, Washington
In favor of: Briar Development Co., et al
For: Utilities
12. Recitals on the face of said Plat:
1. This Binding Site Plan is subject to and together with easements, reservations, restrictions, covenants leases and other instruments of record including but not limited to those documents mentioned in title report referenced in Note 2 above and being recorded under Skagit County Auditor's File Nos. 861734, 200001210081, 200001210082, 200001210084, 200205230007, 200206170117, 200001070083, 200007280054, 200001210083, 8707280007 and 8707280008.
 2. Any Lot within this subdivision will become subject to impact fees payable upon issuance of a building permit.
 3. Buyer should be aware this Binding Site Plan is located in the floodplain of the Skagit River and significant elevation may be required for the first floor of construction.
13. Easement delineated on the face of said plat;
For: Access and parking
Affects: Northeasterly portion of said premises
14. Easement delineated on the face of said plat;
For: Communications
Affects: Southerly portion of said premises

continued.....



200610050116
Skagit County Auditor

EXHIBIT 'A'

15. Easement provisions contained on the face of said plat, as follows:

An easement is hereby granted to the City of Burlington, Public Utility District No. 1 of Skagit County, Puget Sound Energy, Verizon, Cascade Natural Gas Corp., and Comcast Cablevision of Washington, Inc. and their respective successors and assigns under and upon the exterior front boundary line of all lots and tracts as shown hereon and other utility easements shown on the face of the Plat in which to install, lay, construct, renew, operate, maintain and remove utility systems, lines, fixtures, and appurtenances attached thereto, for the purpose of providing utility services to the subdivision and other property, together with the right to enter upon the lots and tracts at all times for the purposes stated, with the understanding that any grantee, shall be responsible for all unnecessary damage it causes to any real property owner in the subdivision by the exercise of rights and privileges herein granted.

16. Easement provisions contained on the face of said plat, as follows:

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 sewer, 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, sewer 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 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 the maintained upon the easement or in any way interfere with, obstruct or endanger the district's use of the easement.

- END OF SCHEDULE B-001 -



200610050116
Skagit County Auditor

10/5/2008 Page

4 of

5 3:57PM

Exhibit B

Skagit County has established a policy for unincorporated areas to protect and encourage agriculture and forestry operations. If your real property is located near an agriculture or forestry operation, you may be subject to inconvenience or discomfort arising from such operations, including but not limited to, noise, odors, fumes, dust, flies, and other associated pests, the operation of machinery of any kind during any 24-hour period, the storage and disposal of manure, and the application of fertilizers, soil amendments, and pesticides. If conducted in compliance with local, state, and federal laws, these inconveniences or discomforts are hereby deemed not to constitute a nuisance as provided in Chapter 7.48 RCW for purposes of the Skagit County Code and shall not be subject to legal action as a public nuisance.



200610050116
Skagit County Auditor

10/5/2006 Page

5 of

5 3:57PM