

When recorded return to:

Douglas W. York, President
3441 East Harbour Drive
Phoenix, Az 85034

Recorded at the request of:
First American Title
File Number: B89821



200612080060
Skagit County Auditor

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Statutory Warranty Deed B89821E
FIRST AMERICAN TITLE CO.

THE GRANTORS Continental Place Investors, L.L.C., a Washington limited liability company and James B. Koetje, individually to clear Deed recorded as Auditor's File No. 200504180254 which was vested in error for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION, as Part of an IRS 1031 Tax Deferred Exchange in hand paid, conveys and warrants to Ewing Irrigation Products, Inc., a Nevada Corporation the following described real estate, situated in the County of Skagit, State of Washington.

Abbreviated Legal:

Section 8, Township 34, Range 4; Ptn. NW ¼ (aka Lot 11 Binding Site Plan recorded under Auditor's File No. 200301300162)
Tax Parcel Number(s): P116584, 8025-000-011-0000

Lot 11, "HOPPER ROAD BUSINESS PARK, REVISED BINDING SITE PLAN", recorded January 30, 2003, under Auditor's File No. 200301300162, records of Skagit County, Washington.

Subject to Covenants, Conditions, Restrictions, and easements, if any, as per attached Exhibit "A"

Dated 12/06/06

Continental Place Investors, L.L.C.

James Koetje
By: James Koetje, Co-Managing Member

James N. Scott
By: James N. Scott, Co-Managing Member

James Koetje
James Koetje

6203
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

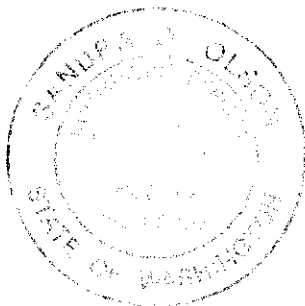
DEC 08 2006

Amount Paid \$ 7723.08
By 46 Skagit Co. Treasurer Date

STATE OF Washington }
COUNTY OF Skagit } SS:

I certify that I know or have satisfactory evidence that James B Koetje and James N. Scott is/are the person(s) who appeared before me, and said person(s) acknowledge they signed this instrument, on oath stated they is/are authorized to execute the instrument and acknowledge that as the Co-Managers of Continental Place Investors, L.L.C. to be the free and voluntary act of such party(ies) for the uses and purposes mentioned in this instrument.

Dated: 12-7-06



Sandra Olson
Notary Public in and for the State of Washington
Residing at Burlington Wa
My appointment expires: 2-20-07

STATE OF WASHINGTON,

County of Skagit

} SS.

ACKNOWLEDGMENT - Individual

On this day personally appeared before me

James Koetje

to me known

to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he

signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this

7th

day of

December 2006

19

Sandra Olsen

Notary Public in and for the State of Washington,
residing at Burlington, WA

My appointment expires

2-20-07



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Schedule "B-1"

EXCEPTIONS:

A. EASEMENT, INCLUDING TERMS AND PROVISIONS THEREOF:

Grantee: The City of Burlington
Dated: November 1, 1994
Recorded: November 16, 1994
Auditor's No.: 9411160131
Purpose: For road right-of-way
Area Affected: A portion of the Southwest 1/4 of the Northwest 1/4, being a cul-de-sac at the end of George Hopper Road Extension

B. MATTERS AS DISCLOSED AND/OR DELINEATED ON THE FACE OF THE FOLLOWING BINDING SITE PLAN:

Recorded: January 30, 2003
Auditor's No.: 200301300162

Said matters include but are not limited to the following:

1. Easement shown on Binding Site Plan, as follows: "An easement is hereby granted to the City of Burlington, Public Utility District No. 1 of Skagit County, Puget Sound Energy, G.T.E., Cascade Natural Gas Corp., and TCI Cablevision of Washington, Inc., and their respective successors and assigns under and upon the exterior front boundary lines 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."
2. Storm Water Quality and Detention:
 - a.) Storm water from Lots 1, 18, 19, 20 and 21 does not flow through the regional water quality facilities. These lots will be required to provide their own water quality facilities. All other lots have water quality facilities provided.
 - b.) Storm water detention is provided for all lots.
 - c.) Lot 23 contains a storm water control facility. Maintenance of this facility and any other improvements installed on this lot will be provided by the Port of Skagit County or any successor in ownership of this Lot 23.
3. Landscape Maintenance: The "common maintenance areas" shall be maintained by the Owner's Association as defined in the "Rescission of Protective Covenants and Declaration of Conditions, Covenants and Restrictions for Hopper Road Business Park", recorded under Auditor's File No. 200301300163, records of Skagit County, Washington.



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4. Dedication shown on Binding Site Plan, as follows: "Know all men by these presents that the Port of Skagit County, a municipal corporation, owners in the fee simple, or contract purchaser and/or mortgage holder or lien holder, of the land hereby platted do hereby declare this plat and dedicates to the use of public forever, all roads and ways, except private and corporate roads, shown hereon and the use thereof for all public purposes consistent with the use thereof for public highway purposes, together with the right to make all necessary slopes for cuts and fills, and the right to continue to drain said road and ways over and across any lot or lots, where water might take a natural course in the original reasonable grading of the roads and ways shown 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 right-of-way, or to hamper road drainage. Any enclosing of drainage waters in culverts or drains or rerouting shall be done by and at the expense of the owner."

5. Any lot within this subdivision will become subject to impact fees payable upon issuance of a building permit.

6. 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.

7. Twenty (20) foot drainage easement as delineated and note on the face of the binding site plan.

8. Utility easement over, across and under exterior 10 feet of said premises adjacent to street.

C. PROTECTIVE COVENANTS AND/OR EASEMENTS, BUT OMITTING RESTRICTIONS, IF ANY, BASED ON RACE, COLOR, RELIGION OR NATIONAL ORIGIN:

Dated: January 7, 2003
Recorded: January 30, 2003
Auditor's No.: 200301300163
Executed By: Port of Skagit County

D. EASEMENT, INCLUDING TERMS AND PROVISIONS THEREOF:

Grantee: Scott Chritton
Dated: February 17, 2004
Recorded: February 18, 2004
Auditor's No.: 200402180054
Purpose: Affording Grantee access to the Hopper Road Business Park's stormwater drainage system
Area Affected: The North 46.50 feet of the West 20.00 feet



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