

When recorded return to:

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411 Main Street
Mount Vernon, Washington 98273



200908260070
Skagit County Auditor

8/26/2009 Page 1 of 8 3:41PM

Deed of Restrictive Covenant

45906-3

GUARDIAN NORTHWEST TITLE CO.

Grantors: Keith S. Johnson, a widower and surviving spouse of Alison Johnson, and Keith Johnson and Moni B. Butler, as co-personal representatives of the Estate of Alison Johnson under Skagit County Probate Cause No. 08-4-00063-0.

Grantees: Cascade Ridge P.U.D. Homeowners Association, a Washington Non-Profit Corporation

Legal Description: Insert short legal here

Ptn S 1/2, SW 1/4, S3, T33N, R4E, W.M.
Ptn SE 1/4, S4, T33N, R4E, W.M.
Ptn NE 1/4, NE 1/4, S9, T33N, R4E, W.M.
Ptn N 1/2, SE 1/4, NE 1/4, S9, T33N, R4E, W.M.
Ptn N 1/2, SW 1/4, NW 1/4, S10, T33N, R4E, W.M.
Ptn N 1/2, N 1/2, ~~NE 1/4, NE 1/4~~, S10, T33N, R4E, W.M.

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

AUG 26 2009

Amount Paid \$
Skagit Co. Treasurer
By *[Signature]* Deputy

Additional Legal Description Located on Exhibits A & B

Assessor's Property Tax Parcel No.: P16247, P102860, P16287, P101558, P16578, P101554, P16582, P16600, P16603, P16604, P16605

Reference Nos of Documents Assigned or Released: None

1. Grant of Conveyance. The Grantors, KEITH JOHNSON, a single man, and KEITH S. JOHNSON and MONI B. BUTLER, as co-personal representatives of the ESTATE of ALISON R. JOHNSON (hereinafter collectively "Johnson") hereby convey and warrant to Grantee, CASCADE RIDGE P.U.D. HOMEOWNERS' ASSOCIATION, a Washington non-profit corporation, (hereinafter "Cascade Ridge") a restrictive covenant, in accordance with the terms and conditions stated herein below, upon, over, and across the property legally described as Parcels A, B, C, D and E as more fully described in Exhibit A (hereinafter "the Subject Property"), which is attached hereto and incorporated by this reference as if set forth is full herein. The consideration for this conveyance is the grant of a non exclusive easement for ingress and egress and underground utilities for benefit of Grantors by Grantee Homeowners Association

and settlement of claims between the parties in accordance with a separate settlement agreement and easement concerning the southerly extension of Quail Drive (the "Easement").

2. Restriction on Mineral Extraction. No *minerals or soils*, shall be removed from the Subject Property or transported off Site, except as expressly permitted herein. No commercial mining of *minerals or soils*, as further defined herein, for sale or trade with third parties shall be permitted on the Subject Property. The term *minerals or soils* shall include, but not be limited to *industrial minerals* such as rock, gravel, sand, limestone, peat, top soils or clay, *metallics/ores* such as precious metals, gold, silver, copper, etc. or *hydrocarbons* such as coal, gas, oil, etc. Grantor may extract minerals and soils within the boundaries of the Subject Property for use on and only on the Subject Property, but for no other purposes whatsoever. Further, minerals and soils excavated from the building sites, roads and utility trenches, as identified on an approved preliminary or final plat (or other approved residential land subdivision) of the Subject Property, may be transported off site, so long as related to legitimate construction purposes with in the subdivision. To these ends, Grantor shall have the right to remove minerals or soils from the Subject Property for processing or for exchange, as long as such processing and/or exchange is strictly limited to either: (i) processing the minerals or soils (e.g. crushing rock provided by Grantor) for use by Grantor in building improvements typical and necessary to and as part of an approved preliminary or final plat (or other approved residential land subdivision) of the Subject Property; or (ii) exchanging the minerals and soils for other minerals or soils (e.g. exchanging rock for gravel) for use in building improvements typical and necessary to and as part of an approved preliminary or final plat (or other approved residential land subdivision) of the Subject Property

3. Restriction on Grant of Easements Related to Mining Purposes. Grantor further covenants and agrees that Grantor shall not permit, by way of easement, right of way, license or otherwise, the use of the Easement (at the end of Quail Drive) by third parties, surrounding or adjoining property owners, their agents, contractors or invitees for transport of *minerals or soils* from neighboring properties.

4. Restriction on Construction and Provision of Buffers. Grantor covenants and agrees that structures, towers and buildings constructed on the Subject Property after date of this deed shall be placed a minimum setback of fifty feet (50') from property of Grantee, as Grantee's property is described in Exhibit B. This applies to both temporary and permanent structures or buildings.

5. Restrictions on Dedication for Public Use. Grantor covenants and agrees that Grantor shall not dedicate any portion of Grantor's property for public use, which public use would allow access to or from Quail Drive for any use that exceeds the "Limitations on Scope of Use" as set forth in Section (3) of the Easement. In addition, other than the extension of Quail Drive contemplated in the Easement, Grantor covenants and agrees that Grantor shall not dedicate for public use any portion of Grantor's property that is situated within one hundred (100) feet of a boundary of Grantor's property as described in Exhibit "A", if such dedication would connect any extension of Quail Drive with other roads on Grantor's property or would connect any



extension of Quail Drive with any property not described on the attached Exhibit "A". Grantor covenants and agrees to join with Grantee in opposing condemnation of any portion of Grantor's property, which Grantor is prohibited from dedicating to public use pursuant to the provisions of this Section.

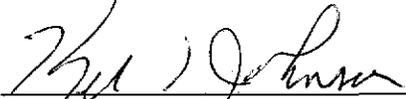
6. Definition of Affected Property. The *Subject Property* or the *Site* means the property described in Exhibit A.

7. Covenant Purpose and Consistency with Zoning. The purpose of this covenant is to protect the Grantees from the noise, dust, road damage, inconvenience and loss of property value associated with location in the neighborhood of a commercial mining operation. The provisions of this agreement should be construed to confer the greatest protections reasonably possible for the benefit of the Grantees. Regardless of the fact that portions of the subject property are currently or may hereafter be designated by Skagit County as being subject to a Mineral Resource Overlay, Grantor acknowledges that the grant of covenant for the restrictions set forth herein is not inconsistent with such designation and this covenant was fully bargained for with the knowledge of such designation and the intended impact on Grantor's property. Grantor agrees not to assert that the covenants given hereunder are contrary to and therefore void as being against public policy by reason of such designation.

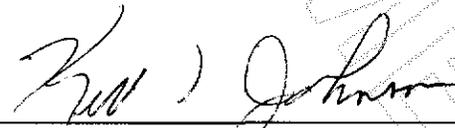
8. Covenant Appurtenant to Property of Grantee And Lot Owners. This covenant for restriction on use of Grantor's property, as described herein, shall be appurtenant to and a covenant running with the land of Grantees and the individual owners of record of all lots within Cascade Ridge P.U.D., as per plat recorded in Volume 14 of Plats, pages 112 through 121, inclusive, records of Skagit County. The right of enforcement of the covenants granted hereunder shall reside solely in the Grantee Homeowners Association.

9. Attorneys Fees, Jurisdiction and Venue. The provisions of this deed shall be governed by and construed in accordance with the laws of the State of Washington. The Skagit County Superior Court shall have *in personum* (personal) jurisdiction over the individual parties to this agreement. Venue for any action or proceeding arising out of breach or the enforcement of this Deed shall be in Skagit County Superior Court. In any action to enforce any provision of this Deed, the most substantially prevailing party, as determined by the Court, shall be entitled to an award of reasonable attorney's fees, expert witness fees, court costs, and bond costs from the non-prevailing party.

Dated this 21ST day of August, 2009.



KEITH S. JOHNSON



KEITH S. JOHNSON, as Co-Personal
Representative of the Estate of
Alison R. Johnson



EXHIBIT "A"
LEGAL DESCRIPTION FOR JOHNSON PROPERTY

PARCEL "A":

Skagit County Assessor's Parcel Number(s):
P16247, P102860

The South ½ of the Southwest ¼ of Section 3, Township 33 North, Range 4 East,
W.M.

Except that portion thereof conveyed to Pedersen Construction, et al, by deed
recorded under Skagit County Auditor's File No. 200711190197.

Situate in Skagit County, Washington

PARCEL "B":

Skagit County Assessor's Parcel Number(s):
P16287, P101558

That portion of the Southeast ¼ of Section 4, Township 33 North, Range 4 East,
W.M., lying Southeasterly of the plat of "CASCADE RIDGE COURT", as per
plat recorded in Volume 16 of Plats at Pages 87, 88 and 89, and lying Southerly of
Skagit County Short Plat No. 99-007 approved September 15, 1999 and recorded
September 15, 1999 as Auditor's File No. 199909150089, and lying Southerly of
the plat of "CASCADE RIDGE P.U.D.", as per plat recorded in Volume 14 of
Plats, at Pages 112 through 121, inclusive and lying southerly of Lot 1 of Skagit
County Short Plat No. 99-0007, approved September 15, 1999 and recorded
September 15, 1999 under Skagit County Auditor's File No. 199909150089.

Situate in Skagit County, Washington

PARCEL "C":

Skagit County Assessor's Parcel Number(s):
P16578 and P101554.

The Northeast ¼ of the Northeast ¼ of Section 9, Township 33 North, Range 4
East, W.M.

Situate in Skagit County, Washington

PARCEL "D":

Skagit County Assessor's Parcel Number(s):
P16582

The North ½ of the Southeast ¼ of the Northeast ¼ of Section 9, Township 33



North, Range 4 East, W.M.

Situate in Skagit County, Washington

PARCEL "E":

Skagit County Assessor's Parcel Number(s):
P16600, P16603, P16604, and P16605

The North $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ AND the North $\frac{1}{2}$ of the North $\frac{1}{2}$, except the East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$; all in Section 10, Township 33 North, Range 4 East, W.M.

Situate in Skagit County, Washington



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Skagit County Auditor

EXHIBIT "B"
LEGAL DESCRIPTION FOR CASCADE RIDGE P.U.D.

Plat of Cascade Ridge P.U.D. as recorded at Volume 14 of Plats, Page 111 through 121, under Auditor File No. 9002220024.



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Skagit County Auditor