

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

City of Mt. Vernon
Post Office Box 809
910 Cleveland Avenue
Mount Vernon, Washington 98273
Attention: Mount Vernon City Parks Director



201203070044

Skagit County Auditor

3/7/2012 Page 1 of 26 2:21PM

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**DIKE AND STORM DRAINAGE EASEMENT AGREEMENT
(Nookachamps/City of Mount Vernon)**

SE 8, 34-4 P111844

^{29th} This Dike and Storm Drainage Easement Agreement ("Agreement") is entered into this day of February, 201st, by and between **NOOKACHAMPS, LLC**, a Delaware limited liability company ("Nookachamps"), **SALEM LUTHERAN CHURCH ("SLC")**, **JAMES J. MURPHY** and **DIANE C. MURPHY** (collectively, "**Murphy**"), and **THE CITY OF MOUNT VERNON**, a municipal corporation ("**Grantee**"). Nookachamps, SLC and Murphy are sometimes collectively referred to herein as the "**Grantors**."

Recitals

A. Nookachamps is the owner of that certain real property located in the County of Skagit, State of Washington, which is more particularly described in the legal descriptions attached hereto as Exhibit A and Exhibit C, and shown on the site plans attached hereto as Exhibit B and Exhibit D, all of which are incorporated herein by this reference (the "**Nookachamps Dike Property**").

B. Nookachamps is the owner of that certain real property located in the County of Skagit, State of Washington, which is more particularly described in the legal description attached hereto as Exhibit E, and shown on the site plan attached hereto as Exhibit F, both of which are incorporated herein by this reference (the "**Nookachamps Storm Line Property**").

C. SLC is the owner of that certain real property located in the County of Skagit, State of Washington, which is more particularly described in the legal description attached hereto as Exhibit G and shown on the site plan attached hereto as Exhibit H, both of which are incorporated herein by this reference (the "**SLC Property**").

D. Murphy is the owner of that certain real property located in the County of Skagit, State of Washington, which is more particularly described in the legal descriptions attached hereto as Exhibit I and Exhibit J, and shown on the site plans attached hereto as Exhibit K and Exhibit L, all of which are incorporated herein by this reference (the "**Murphy Property**").

E. SLC and Murphy each previously granted to Nookachamps a perpetual easement over, along and across certain portions of the SLC Property and the Murphy Property for the purpose of constructing, maintaining, replacing, reconstructing, operating, raising, lowering and/or modifying a flood control dike facility with the right of conveyance of such easement (collectively, the **"Existing Easements"**). The Existing Easements were recorded with the Skagit County Auditor on December 9, 2008, as Instrument Numbers 200812090039 and 200812090041.

F. Pursuant to the terms of that certain unrecorded "Agreement for Conveyance of Real Property, for Construction of Improvements and for Professional Services" dated as of August 27, 2008, entered into by and between Nookachamps and Grantee (the **"Conveyance Agreement"**), Nookachamps has constructed a flood control dike facility and related improvements (the **"Dike"**) over certain portions of the Nookachamps Dike Property, the SLC Property and the Murphy Property (the **"Dike Easement Area"**), as shown on the site plans attached as Exhibit B, Exhibit D, Exhibit H, Exhibit K and Exhibit L.

G. Nookachamps' project engineer has issued the Dike As-Built Certification to Grantee pursuant to the provisions of the Conveyance Agreement.

H. Grantee has confirmed that the Dike has been constructed in accordance with the plans and specifications approved by the City Engineer and those conditions set forth in Section 2.4.1 of the Conveyance Agreement.

I. Pursuant to the terms of the Conveyance Agreement, Nookachamps is required to grant to Grantee a perpetual easement over the Dike Easement Area for the purpose of operating, maintaining and controlling the Dike.

J. Grantors desire to grant, and Grantee desires to obtain, a perpetual, easement over, under, through, upon and across the Dike Easement Area pursuant to the provisions of this Agreement.

K. Nookachamps also desires to grant, and Grantee desires to obtain, a perpetual, non-exclusive easement over, under, through, upon and across the Nookachamps Storm Line Property (the **"Storm Drain Easement Area"**) pursuant to the provisions of this Agreement.

NOW, THEREFORE, for valuable consideration, the parties hereby agree as follows:

Agreement

1. Dike Easement.

(a) **Grant of Dike Easement.** Grantors hereby grant to Grantee, for itself, its successors and assigns, a perpetual, easement (the **"Dike Easement"**) over, under, through, upon and across the Dike Easement Area.

(b) **Use of Dike Easement.** Grantee shall have the right to use the Dike Easement for the sole purpose of maintaining, replacing, reconstructing, operating, patrolling, raising, lowering and/or modifying the Dike. Grantee shall have the right to control, remove, replace or



201203070044
Skagit County Auditor

install on a continuing basis and by any prudent and reasonable means, the establishment and growth of brush, trees or other vegetation in the Dike Easement Area. Grantee understands and acknowledges that the Existing Easements and the Dike Easement granted under this Agreement are for the limited purpose of constructing, maintaining, replacing, reconstructing, operating, raising, lowering and/or modifying a flood control dike facility. The Existing Easements and the Dike Easement granted under this Agreement shall not include use of the Dike Easement Area by the general public for access, fishing, hunting or any other purposes. Grantee's use of the Dike Easement Area shall be limited to those purposes that are expressly set forth in this Section 1(b), and the Dike Easement Area shall not be used for any other public purpose without obtaining a further property interest from each of the Grantors either by agreement or through Grantee's exercise of its eminent domain powers, including the adoption of an ordinance authorizing the condemnation of the necessary property and property rights from each of the Grantors.

(c) Maintenance of Dike. Grantee or it assigns shall be responsible for the maintenance, repair and operation of the Dike. Grantee may transfer such obligation over to a third party, including a special purpose district, provided that such third party complies with all of the terms and conditions of this Agreement. In no event shall Grantors be required to operate, maintain or repair the Dike Easement Area, the Dike or any of the Dike improvements.

(d) Grantors' Use of Dike Easement. Grantors shall not construct, install or place any structure or obstruction of any kind, including fences and gates, over upon, or within the Dike Easement Area, shall not use the Dike Easement Area for any purpose inconsistent with its intended use, and shall not enter nor remain on any flood control levee or flood control dike facilities without Grantee's permission. Grantee shall be able to immediately exclude others from any flood control levee or flood control dike facility. Grantee shall be able to immediately exclude others whose use of the Dike Easement Area threatens any flood control levee or flood control dike facility.

2. Storm Drain Easement.

(a) Grant of Storm Drain Easement. Nookachamps hereby grant to Grantee, for itself, its successors and assigns, a perpetual, non-exclusive easement (the "**Storm Drain Easement**") over, under, through, upon and across the Storm Drain Easement Area.

(b) Use of Storm Drain Easement. Grantee shall have the right to use the Storm Drain Easement for the sole purpose of installing, testing, maintaining, replacing, repairing and operating storm drainage improvements. Grantee shall have the right to control, remove, replace or install, on a continuing basis and by any prudent and reasonable means, the establishment and growth of brush, trees or other vegetation in the Storm Drain Easement Area. Grantee understands and acknowledges that the Storm Drain Easement is for the limited purpose of installing, testing, maintaining, replacing, repairing and operating storm drainage improvements. The Storm Drain Easement granted under this Agreement shall not include use of the Storm Drain Easement Area by the general public for access, fishing, hunting or any other purposes. Grantee's use of the Storm Drain Easement Area shall be limited to those purposes that are expressly set forth in this Section 2(b), and the Storm Drain Easement Area shall not be used for any other public purpose without obtaining a further property interest from Nookachamps either



201203070044

Skagit County Auditor

08/15/11.V6

by agreement or through Grantee's exercise of its eminent domain powers, including the adoption of an ordinance authorizing the condemnation of the necessary property and property rights from Nookachamps.

(c) Maintenance of Storm Drain Improvements. Grantee or it assigns shall be responsible for the maintenance, repair and operation of the storm drain improvements. Grantee may transfer such obligation over to a third party, including a special purpose district, provided that such third party complies with all of the terms and conditions of this Agreement. In no event shall Grantors be required to operate, maintain or repair the Storm Drain Easement Area or any of the storm drain improvements.

(d) Grantors' Use of Storm Drain Easement. Nookachamps shall not construct, install or place any structure or obstruction of any kind, including fences and gates, over upon, or within the Storm Drain Easement Area, and shall not use the Storm Drain Easement Area for any purpose inconsistent with its intended use.

3. Indemnification.

(a) By Grantee. Grantee agrees to indemnify, defend and hold harmless Grantors, and their successors and assigns, from Claims (as defined in the Conveyance Agreement) pertaining to Grantee's activities and obligations under this Agreement in accordance with, and as more particularly set forth in, Sections 2.4.6.d(ii) and 2.4.8 of the Conveyance Agreement, as if the language of such indemnity, defense and hold harmless provisions were set forth herein.

(b) By Nookachamps. Nookachamps agrees to indemnify, defend and hold harmless Grantee, and its successors and assigns, from Claims pertaining to Nookachamps' activities and obligations under this Agreement in accordance with, and as more particularly set forth in, Section 2.4.6.d(i) of the Conveyance Agreement, as if the language of such indemnity, defense and hold harmless provisions were set forth herein.

4. Default/Remedies.

(a) Notice/Opportunity to Cure. If any party (the "**Claimant**") determines that another party (the "**Breaching Party**") is in violation of the terms and covenants of this Agreement or that a violation is threatened, the Claimant shall deliver written notice to the Breaching Party of such violation and demand corrective action sufficient to cure the violation. If the Breaching Party fails to cure the violation within thirty (30) days after receipt of the notice from the Claimant, or under circumstances where the violation cannot be reasonably cured within a thirty (30)-day period, fails to begin curing such violation within the thirty (30)-day period and to thereafter diligently pursue such cure to completion, the Claimant may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Agreement, to enjoin the violation, ex parte as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Agreement or by reason of injury to the Dike Easement Area and/or the Storm Drain Easement Area as a result of Grantors actions, to require the restoration of the Dike Easement Area and/or the Storm Drain Easement Area to the condition that existed before the damage and to pursue any other remedies provided in this Agreement or available at law or in equity. The provisions of this



201203070044

Skagit County Auditor

08/15/11.V6

Section 4(a) shall supersede the provisions of the dispute resolution provisions set forth in the Conveyance Agreement. Grantors shall have no right or claim as a result of entering into this Agreement to require Grantee to make repairs, restore, or reconstruct any levee or other flood control dike facility located within the Dike Easement Area or right to require Grantee to operate or control any flood control dike facility in any particular manner. Where a violation involves damage to the Dike Easement Area and/or the Storm Drain Easement Area as a result of Grantors' actions, Grantee shall have the right to require the Breaching Party to take corrective action and shall deliver written notice to the Breaching Party to restore the portion of the damaged Dike Easement Area or Storm Drain Easement Area as set forth above; provided however, that Grantee may take immediate corrective action, in its sole discretion, as necessary in response to emergency conditions that present a threat of imminent danger to public safety and property and recover any damages to which it is entitled for such violation as provided in Section 4(b).

(b) Costs Advanced by Claimant. Without limiting the Breaching Party's liability for a violation of this Agreement, Claimant, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Dike Easement Area and/or the Storm Drain Easement Area. If Claimant, in its sole discretion, determines that circumstances require immediate corrective action to prevent or mitigate significant damage to the Dike Easement Area and/or Storm Drain Easement Area, the Claimant may take such immediate corrective action as it deems appropriate, and may pursue its remedies under this paragraph without prior notice to the Breaching Party and without waiting for the period provided for cure to expire.

(c) Interest for Sums Advanced by Claimant. In certain situations described in this Agreement, Claimant may be allowed to advance funds for the purpose of curing certain actual defaults or preventing certain threatened defaults under this Agreement. If Claimant elects to advance funds for any such purposes, the Breaching Party will reimburse Claimant for the same upon demand, together with interest computed at the rate of twelve (12%) per annum from the date of the advance until repaid in full.

(d) Limitation on Remedies. Notwithstanding the provisions set forth in Sections 4(a), 4(b) and 4(c) above or any other provision contained herein to the contrary, the dispute resolution provisions and the limitations on remedies set forth in the Conveyance Agreement shall apply with respect to Grantors' construction and warranty obligations.

5. Judicial Termination of Easement/Condemnation.

(a) The Dike Easement and Storm Drain Easement each constitute a real property interest vested in Grantee. If circumstances arise in the future that render the purpose of the Dike Easement and/or the Storm Drain Easement impossible to accomplish, or in the event of condemnation or other exercise of eminent domain by any governmental authority or by voluntary transfer in lieu thereof (collectively "**Condemnation**") and if by reason of such Condemnation continued use of the Dike Easement and/or Storm Drain Easement for its intended purposes is rendered impossible or impracticable, the Dike Easement and/or Storm Drain Easement may be terminated or extinguished in whole or in part, but only by judicial proceedings in a court of competent jurisdiction. If all or any portion of the Dike Easement Area



201203070044

Skagit County Auditor

08/15/11.V6

and/or Storm Drain Easement is taken or lost in Condemnation, then Grantee and Grantors shall share the proceeds from such Condemnation sale, in proportion to their respective interests, as determined by a fair market value appraisal or as otherwise agreed to in writing by the parties.

(b) If all or any portion of the Dike Easement Area or Storm Drain Easement is taken by Condemnation, the Grantors and Grantee shall act jointly to recover the full fair market value of the portion of the Dike Easement Area or Storm Drain Easement so taken or acquired, together with all direct and incidental costs and damages resulting therefrom. All expenses reasonably incurred by Grantors and Grantee in connection with such taking or voluntary transfer will be reimbursed to them, respectively, out of the amount recovered.

6. Notices. All notices, demands, consents, requests or other communications required to or permitted to be given pursuant to this Agreement shall be in writing, shall be given only in accordance with the provisions of this Section, shall be addressed to the parties in the manner set forth below, and shall be conclusively deemed to have been properly delivered: (a) upon receipt when hand delivered during normal business hours (provided that notices which are hand delivered shall not be effective unless the sending party obtains a signature of a person at such address that the notice has been received); (b) upon the day of delivery if the notice has been deposited in a authorized receptacle of the United States Postal Service as first-class, registered or certified mail, postage prepaid, with a return receipt requested (provided that the sender has in its possession the return receipt to prove actual delivery); or (c) one (1) Business Day after the notice has been deposited with either FedEx or United Parcel Service to be delivered by overnight delivery (provided that the sending party receives a confirmation of actual delivery from the courier). The addresses of the parties to receive notices are as follows:

GRANTOR: Nookachamps, LLC
3715 Northside Parkway
Building 200, Suite 500
Atlanta, Georgia 30327
Attention: Crossover Portfolio Manager

Salem Lutheran Church
2529 North LaVenture Road
Mount Vernon, WA 98273
Attention: Randy Pratt, President

James and Diane Murphy
1623 Hoag Road
Mount Vernon, WA 98273

With copies to: Wildlands
3855 Atherton Road
Rocklin, California 95765
Attention: Sherrie R. Aland, Corporate Counsel
Facsimile: (916) 435-3556

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

MAR 07 2012

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



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Skagit County Auditor

08/15/11.V6

GRANTEE: Mount Vernon City Parks Director: Larry Otos
Post Office Box 809
910 Cleveland Avenue
Mount Vernon, Washington 98273
Facsimile: (360) 336-6290

With copies to: Kevin Rogerson, City Attorney
Post Office Box 809
910 Cleveland Avenue
Mount Vernon, Washington 98273
Facsimile: (360) 336-6267

7. Covenant Running with the Land. The Dike Easement, the Storm Drain Easement and covenants, terms and conditions contained herein are intended to and shall run with the land and shall be binding upon Grantors and Grantee and their respective successors, heirs and assigns.

8. Venue and Choice of Law. In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Skagit. This Agreement shall be governed by the laws of the State of Washington.

9. Severability. If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

10. Attorneys' Fees. If either party commences an action against the other to interpret or enforce any of the terms of this Agreement or because of the breach by the other party of any of the terms hereof, the losing party shall pay to the prevailing party reasonable attorneys' fees, costs and expenses and court costs and other costs of action incurred in connection with the prosecution or defense of such action, whether or not the action is prosecuted to a final judgment. For the purpose of this Agreement, the terms "attorneys' fees" or "attorneys' fees and costs" shall mean the fees and expenses of counsel to the parties hereto, which may include printing, photostating, duplicating and other expenses, air freight charges, and fees billed for law clerks, paralegals, librarians and others not admitted to the bar but performing services under the supervision of an attorney. The terms "attorneys' fees" or "attorneys' fees and costs" shall also include, without limitation, all such fees and expenses incurred with respect to appeals, arbitrations and bankruptcy proceedings, and whether or not any action or proceeding is brought with respect to the matter for which said fees and expenses were incurred. The term "attorney" shall have the same meaning as the term "counsel."

11. Conveyance Agreement. In the event that any of the terms or conditions of this Agreement as they relate to the Dike are inconsistent with the terms and conditions of the Conveyance Agreement, the terms and conditions of the Conveyance Agreement shall prevail.



201203070044

Skagit County Auditor

08/15/11.V6

12. Counterparts. This Agreement may be fully or partially executed in any number of counterparts all of which taken together shall be deemed a single agreement as to the parties executing such counterparts.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

NOOKACHAMPS, LLC, a Delaware limited liability company

CITY OF MOUNT VERNON, a Political Subdivision of the State of Washington

By: _____

Name: _____

Title: _____

Bud Norris

Mayor City of Mount Vernon

Date: _____

Attest By:

Alicia D. Huschka, Finance Director

Date: _____

Approved as to Form:

Kevin Rogerson
City Attorney

Date: _____

SALEM LUTHERAN CHURCH

By: Randy Pratt

Name: Randy Pratt

Title: Council President

JAMES J. MURPHY

Date: _____

DIANE C. MURPHY



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Skagit County Auditor

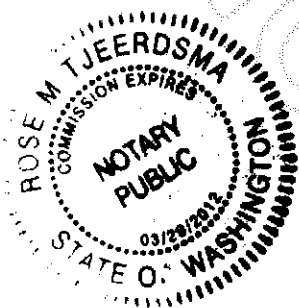
STATE OF WASHINGTON

COUNTY OF SKAGIT

SS.

I certify that I know or have satisfactory evidence that Randy Pratt are the person who appeared before me, and said persons acknowledged that he signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 22nd day of September, 2011.



Printed Name

NOTARY PUBLIC in and for the State of Washington

My Commission Expires

Rose M Tjeerdsma
3/29/2012



201203070044

Skagit County Auditor

3/7/2012 Page

9 of 26 2:21PM

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CITY OF MOUNT VERNON, a Political Subdivision of the State of Washington

By: _____

Name: _____

Title: _____

Bud Norris
Mayor City of Mount Vernon

Date: _____

Attest By:

Alicia D. Huschka, Finance Director

Date: _____

Approved as to Form:

Kevin Rogerson
City Attorney

Date: 9-23-11

JAMES F. MURPHY

Date: 9/23/11

DIANE C. MURPHY

SALEM LUTHERAN CHURCH

By: _____

Name: _____

Title: _____



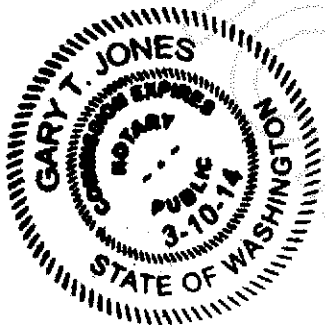
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STATE OF WASHINGTON
COUNTY OF SKAGIT

SS.

I certify that I know or have satisfactory evidence that JAMES J. MURPHY and DIANE C. MURPHY are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 23rd day of September, 2011.



Gary T. Jones
Printed Name GARY T. JONES
NOTARY PUBLIC in and for the State of Washington
My Commission Expires 3/10/2014



201203070044
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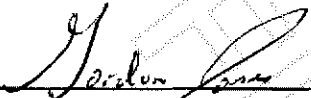
3/7/2012 Page 11 of 26 2:21PM

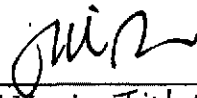
12. Counterparts. This Agreement may be fully or partially executed in any number of counterparts all of which taken together shall be deemed a single agreement as to the parties executing such counterparts.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

NOOKACHAMPS, LLC, a Delaware limited liability company

CITY OF MOUNT VERNON, a Political Subdivision of the State of Washington

By: 




Name: Gordon Jones

~~Bud Norris~~ Jill Boudreau
Mayor City of Mount Vernon

Title: President

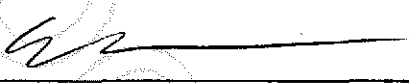
Date: 2-29-12

Attest By:


Alicia D. Huschka, Finance Director

Date: 2-29-12


Approved as to Form:


Kevin Rogerson
City Attorney

Date: 9-23-11


JAMES S. MURPHY

Date: 9/23/11


DIANE C. MURPHY

SALEM LUTHERAN CHURCH

By: _____

Name: _____

Title: _____



201203070044
Skagit County Auditor

3/7/2012 Page 12 of 26 2:21PM

ACKNOWLEDGMENT

State of Georgia
County of Fulton

On February 21, 2012 before me, Julie Henshaw
(insert name and title of the officer)

personally appeared Gordon Jones,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

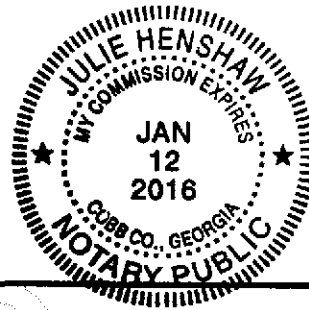
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Julie H

(Seal)



201203070044
Skagit County Auditor

List of Exhibits

- Exhibit A - Legal Description of Nookachamps Dike Property
- Exhibit B - Site Plan for Nookachamps Dike Property
- Exhibit C - Legal Description of Nookachamps Dike Property
- Exhibit D - Site Plan for Nookachamps Dike Property
- Exhibit E - Legal Description of Nookachamps Storm Drain Property
- Exhibit F - Site Plan for Nookachamps Storm Drain Property
- Exhibit G - Legal Description of SLC Property
- Exhibit H - Site Plan for SLC Property
- Exhibit I - Legal Description of Murphy Property
- Exhibit J - Site Plan for Murphy Property
- Exhibit K - Legal Description of Murphy Property
- Exhibit L - Site Plan for Murphy Property



201203070044
Skagit County Auditor

3/7/2012 Page 14 of 26 2:21PM

Exhibit A

Legal Description For: Dike Parcel P111844
Nookachamps LLC

That portion of the Southeast Quarter of Section 8, Township 34 North, Range 4 East, W.M., described as follows:

Commencing at the Southeast corner of said Section 8; **thence** North 87° 57' 50" West, along the South line of said Section, 1322.63 feet to the Southwest corner of the Southeast Quarter of the Southeast Quarter of said Section 8; **thence** North 0° 02' 09" East, along the West line thereof, 30.02 feet to the North margin of Hoag Road running along the South line of said Southeast Quarter of the Southeast Quarter and the **TRUE POINT OF BEGINNING**; **thence** South 87° 57' 50 East, parallel with the South line of said Southeast Quarter of the Southeast Quarter, 68.55 feet, more or less, to the Southwest corner of Lot 1 of the City of Mount Vernon short plat MV 8-94, approved July 1, 1997 and recorded July 1, 1997 under Auditor's File No. 970710107, records of Skagit County, Washington; **thence** North 32° 45' 09" East, along the West line of said Lot 1, a distance of 63.47 feet; **thence** North 79° 41' 07" West 29.92 feet; **thence** North 81° 35' 14" West 32.01 feet; **thence** North 86° 17' 57" West 41.79 feet to the West line of Lot 4 of said City of Mount Vernon short plat MV 8-94, approved July 1, 1997 and recorded July 1, 1997 under Auditor's File No. 970710107, records of Skagit County, Washington; **thence** South 0° 02' 09" West, along the West line thereof, 63.68 feet to the **TRUE POINT OF BEGINNING**.

Containing 5,287 square feet, more or less.

Situate in the County of Skagit, State of Washington.

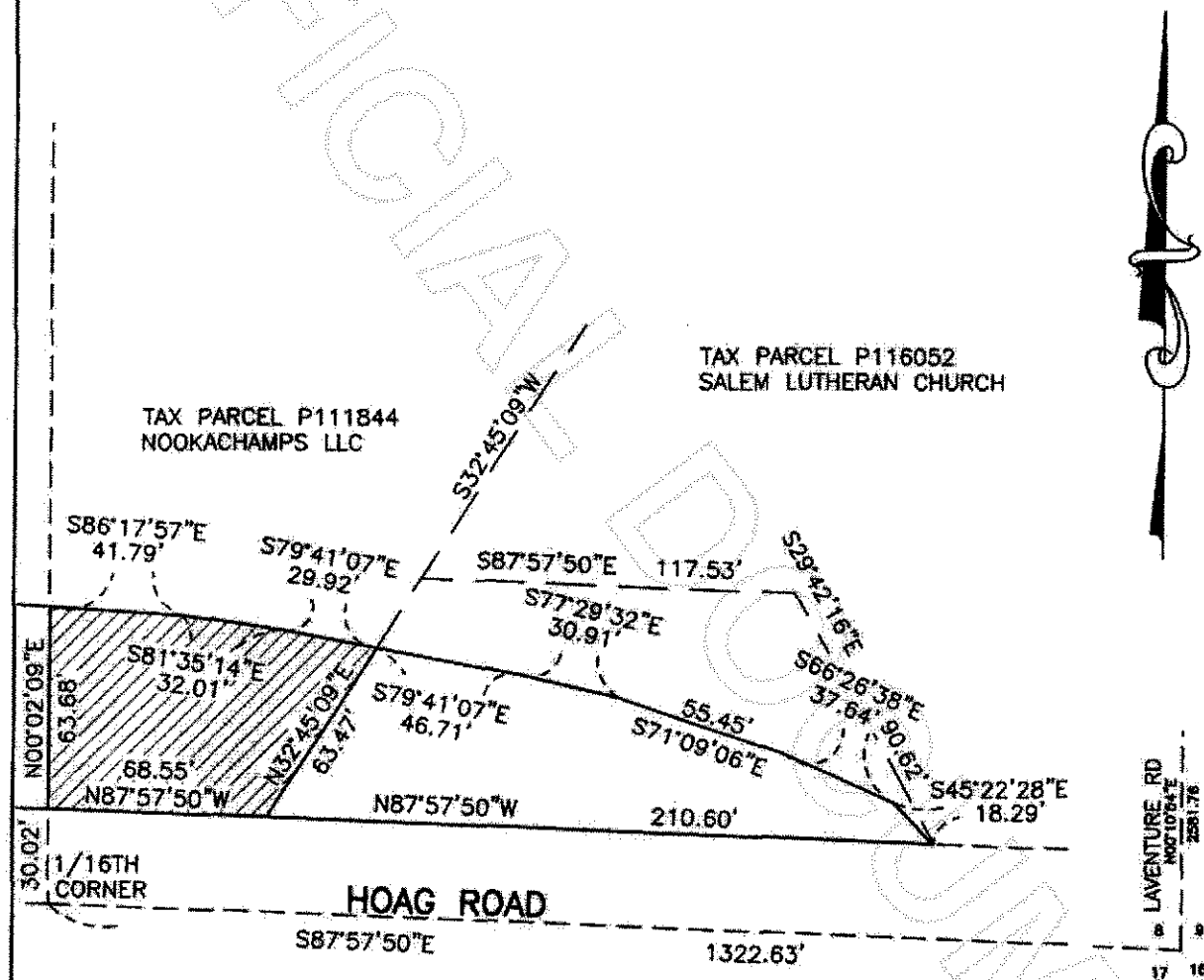


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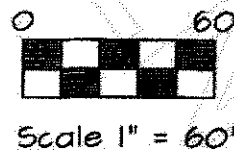
Exhibit B

DIKE EASEMENT EXHIBIT, PARCEL P111844

PORTION OF THE SOUTHEAST QUARTER
OF SECTION 8, TOWNSHIP 34 NORTH, RANGE 4 EAST, WM



Sound Development Group



Skagit County Auditor

Exhibit C

Legal Description For: Dike Parcel P24186
Nookachamp LLC

That portion of the Southeast Quarter of Section 8, Township 34 North, Range 4 East, W.M., described as follows:

Commencing at the Southeast corner of said Section 8; **thence** North 87° 57' 50" West, along the South line of said Section, 1322.63 feet to the Southeast corner of the Southwest Quarter of the Southeast Quarter of said Section 8; **thence** North 0° 02' 09" East, along the East line thereof, 30.02 feet to the North margin of Hoag Road running along the South line of said Southwest Quarter of the Southeast Quarter, said point also being the Southeast corner of Tract "A" of the City of Mount Vernon short plat MV 11-91, approved November 26, 1991, and recorded December 5, 1991, under Auditor's File No. 9112050009, records of Skagit County, Washington and the **TRUE POINT OF BEGINNING**; **thence** North 0° 02' 09" East 63.68 feet; **thence** North 86° 17' 57" West 272.89 feet, more or less, to the West line of said Tract "A"; **thence** South 2° 02' 10" West, along the West line of said Tract "A", 71.57 feet, more or less, to the North margin of said Hoag Road; **thence** South 87° 57' 50" East along said margin, 275.00 feet to the **TRUE POINT OF BEGINNING**.

Containing 18,512 square feet, more or less.

Situate in the County of Skagit, State of Washington.



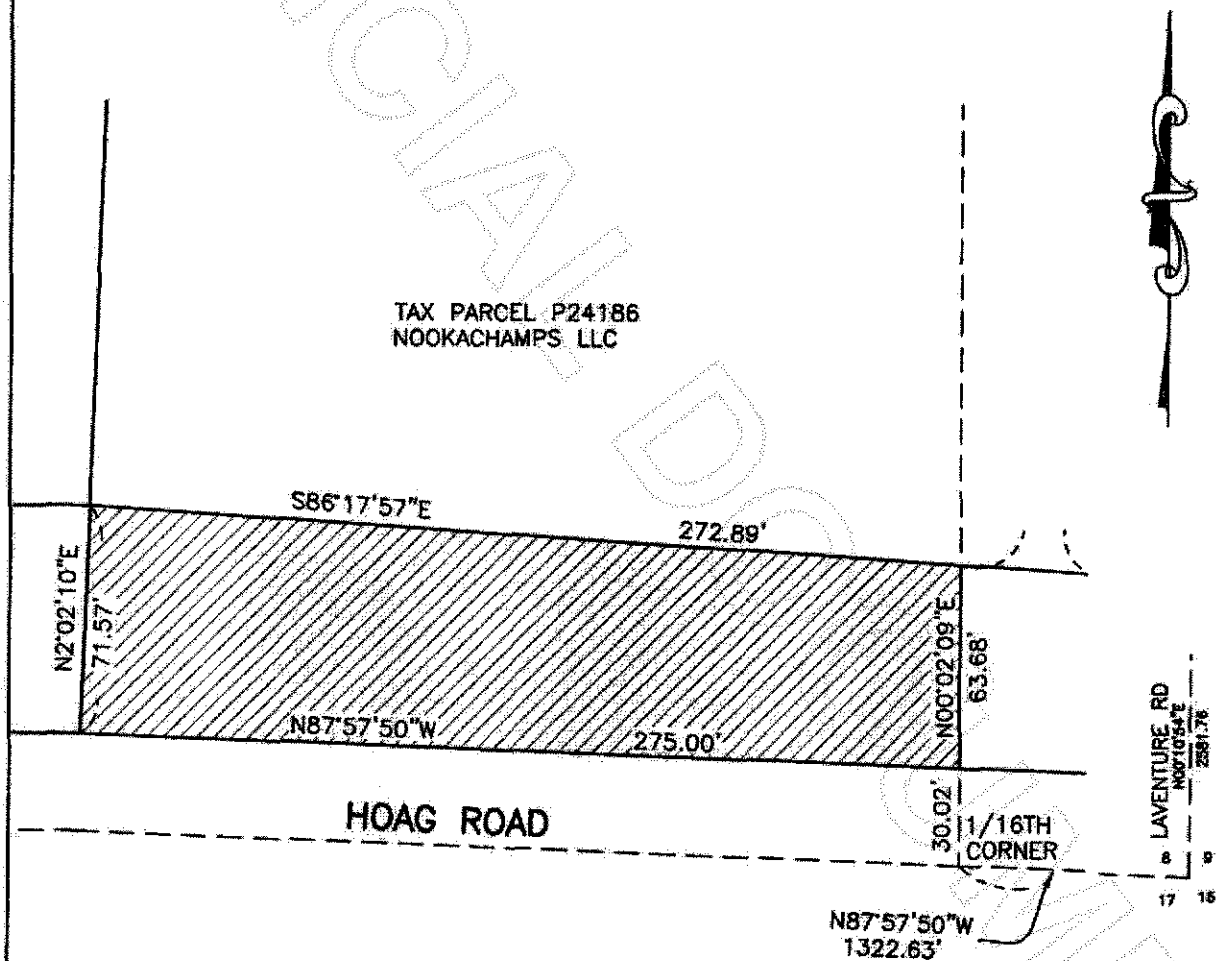
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Skagit County Auditor

Exhibit D

DIKE EASEMENT EXHIBIT, PARCEL P24186

PORTION OF THE SOUTHEAST QUARTER
OF SECTION 8, TOWNSHIP 34 NORTH, RANGE 4 EAST, WM

TAX PARCEL P24186
NOOKACHAMPS LLC



Sound Development Group



201203070044

Skagit County Auditor

Exhibit E

Legal Description For: Storm line Parcel P24186
Nookachamp LLC

That portion of the Southeast Quarter of Section 8, Township 34 North, Range 4 East, W.M., described as follows:

Commencing at the Southeast corner of said Section 8; **thence** North 87° 57' 50" West, along the South line of said Section, 1322.63 feet to the Southeast corner of the Southwest Quarter of the Southeast Quarter of said Section 8; **thence** North 0° 02' 09" East, along the East line thereof, 30.02 feet to the North margin of Hoag Road running along the South line of said Southwest Quarter of the Southeast Quarter, said point also being the Southeast corner of Tract "A" of the City of Mount Vernon short plat MV 11-91, approved November 26, 1991, and recorded December 5, 1991, under Auditor's File No. 9112050009, records of Skagit County, Washington; **thence** North 0° 02' 09" East 63.68 feet; **thence** North 86° 17' 57" West 272.89 feet, more or less, to the West line of said Tract "A"; **thence** North 2° 02' 10" East, along the West line of said Tract "A", 308.43 feet to the Northeast corner of Lot 4 of said Short Plat MV 11-91; **thence** continue North 2° 02' 10" East 16.28 feet, more or less to the Southerly margin of that certain right of way conveyed to Diking District No. 20 under Auditors File No. 140940 and the **TRUE POINT OF BEGINNING**; **thence** South 2° 02' 10" West 16.28 feet to the aforementioned Northeast corner of said Lot 2 of Short Plat MV 11-91; **thence** continue South 2° 02' 10" West 308.43 feet; **thence** South 86° 17' 57" East 50.02 feet; **thence** North 2° 02' 10" East 125.00 feet; **thence** North 87° 57' 50" West 30.00 feet; **thence** North 2° 02' 10" East 200.64 feet, more or less, to the Southerly margin of that certain right of way conveyed to Diking District No. 20 under Auditors File No. 140940; **thence** Westerly along said right of way, 20.00 feet, more or less, to the **TRUE POINT OF BEGINNING**.

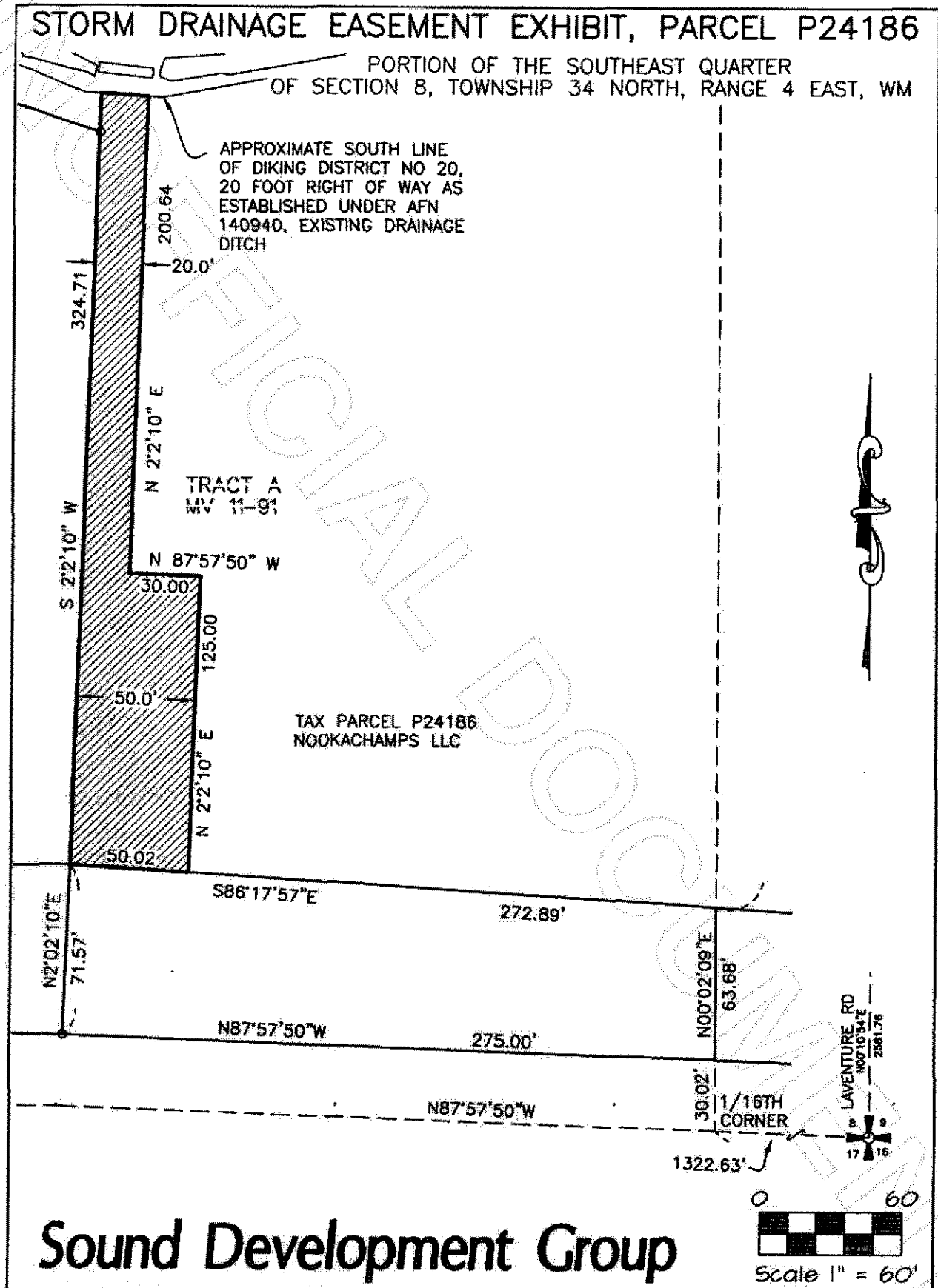
Containing 10,230 square feet, more or less.

Situate in the County of Skagit, State of Washington.



201203070044
Skagit County Auditor

Exhibit F



Sound Development Group



201203070044

Skagit County Auditor

Exhibit G

Legal Description For: Dike Parcel P116052
Salem Lutheran Church

That portion of the Southeast Quarter of Section 8, Township 34 North, Range 4 East, W.M., described as follows:

Commencing at the Southeast corner of said Section 8; **thence** North 87° 57' 50" West, along the South line of said Section, 1322.63 feet to the Southwest corner of the Southeast Quarter of the Southeast Quarter of said Section 8; **thence** North 0° 02' 09" East, along the West line thereof, 30.02 feet to the North margin of Hoag Road running along the South line of said Southeast Quarter of the Southeast Quarter; **thence** South 87° 57' 50" East, parallel with the South line of said Southeast Quarter of the Southeast Quarter, 68.55 feet, more or less, to the Southwest corner of Lot 1 of the City of Mount Vernon short plat MV 8-94, approved July 1, 1997 and recorded July 1, 1997 under Auditor's File No. 9707010107, records of Skagit County, Washington and the **TRUE POINT OF BEGINNING**; **thence** North 32° 45' 09" East, along the West line of said Lot 1, a distance of 63.47 feet; **thence** South 79° 41' 07" East 46.71 feet; **thence** South 77° 29' 32" East 30.91 feet; **thence** South 71° 09' 06" East 55.45 feet; **thence** South 66° 26' 38" East 37.64 feet; **thence** South 45° 22' 28" East 18.29 feet, more or less, to the North margin of said Hoag Road; **thence** North 87° 57' 50" West, along said margin, 210.60 feet to the **TRUE POINT OF BEGINNING**.

Containing 7,194 square feet, more or less.

Situate in the County of Skagit, State of Washington.



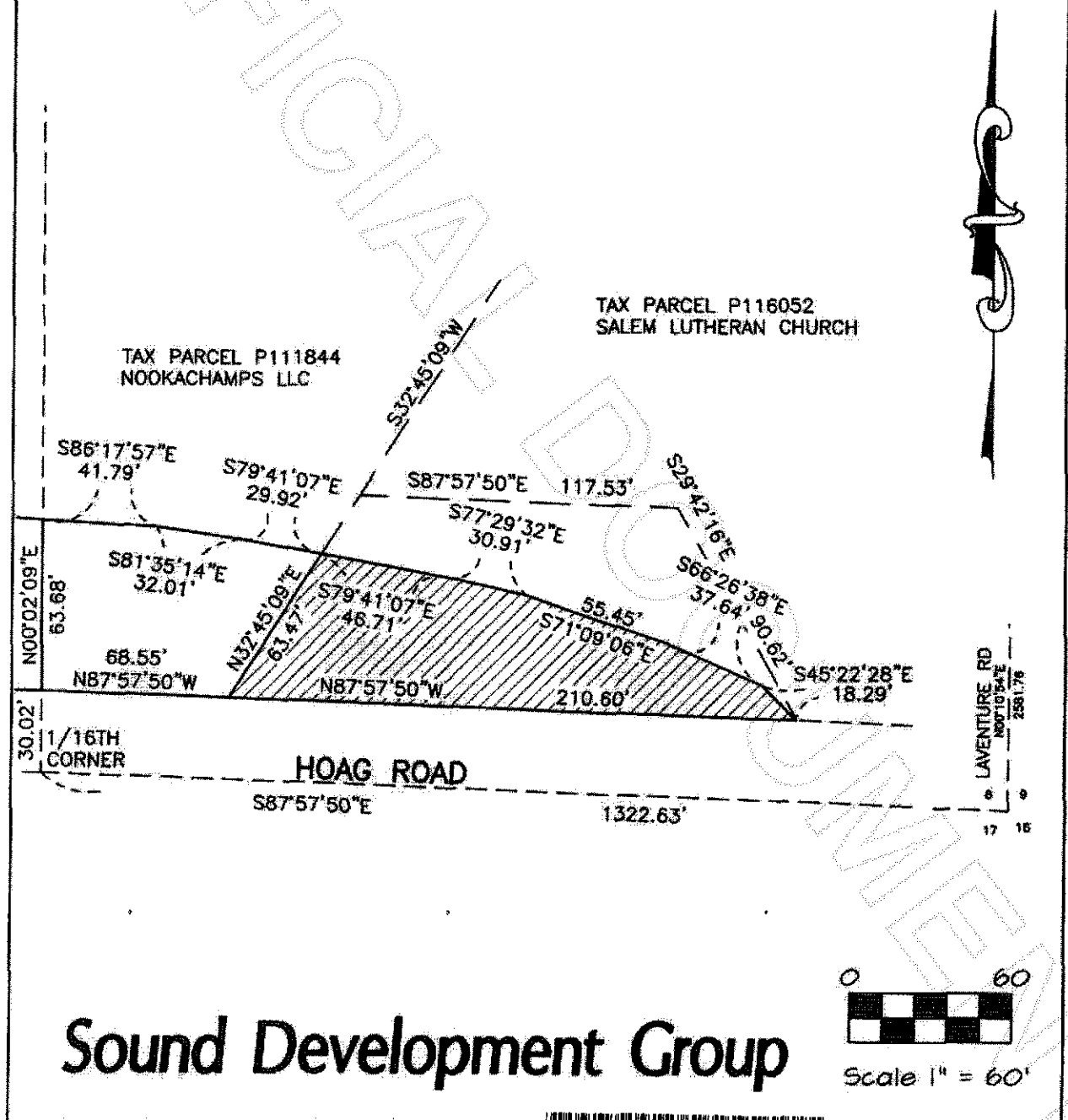
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Skagit County Auditor

Exhibit H

DIKE EASEMENT EXHIBIT, PARCEL P116052

PORTION OF THE SOUTHEAST QUARTER
OF SECTION 8, TOWNSHIP 34 NORTH, RANGE 4 EAST, WM



Sound Development Group



201203070044

Skagit County Auditor

Exhibit I

Legal Description For: Dike Parcel P24187
Murphy, Tract "A"

That portion of the Southeast Quarter of Section 8, Township 34 North, Range 4 East, W.M., described as follows:

Commencing at the Southeast corner of said Section 8; **thence** North 87° 57' 50" West, along the South line of said Section, 1322.63 feet to the Southeast corner of the Southwest Quarter of the Southeast Quarter of said Section 8; **thence** North 0° 02' 09" East, along the East line thereof, 30.02 feet to the North margin of Hoag Road running along the South line of said Southwest Quarter of the Southeast Quarter, said point also being the Southeast corner of Tract "A" of the City of Mount Vernon short plat MV 11-91, approved November 26, 1991, and recorded December 5, 1991, under Auditor's File No. 9112050009, records of Skagit County, Washington; **thence** North 87° 57' 50" West, along the North line of said Hoag Road margin, 275.00 feet to the Southeast corner of Lot 4 of said City of Mount Vernon short plat MV 11-91, approved November 26, 1991, and recorded December 5, 1991, under Auditor's File No. 9112050009, records of Skagit County, Washington and the **TRUE POINT OF BEGINNING**; **thence** North 87° 57' 50" West, parallel with the South line of said Southwest Quarter of the Southeast Quarter, 316.12 feet, more or less, to the East line of a proposed Lot 3 of a short plat currently being reviewed as MV LU07-046; **thence** North 3° 30' 09" West, along the East line of said proposed Lot 3, a distance of 21.37 feet; **thence** North 57° 23' 50" East 19.21 feet; **thence** North 75° 00' 46" East 57.52 feet; **thence** North 81° 49' 21" East 61.19 feet; **thence** North 85° 03' 10" East 37.58 feet; **thence** North 88° 16' 41" East 84.09 feet; **thence** South 89° 22' 02" East 65.97 feet, more or less to the East line of said Lot 4 of Mount Vernon short plat MV 11-91; **thence** South 2° 02' 10" West, along said East line, 71.57 feet to the **TRUE POINT OF BEGINNING**.

Containing 18,536 square feet, more or less.

Situate in the County of Skagit, State of Washington.

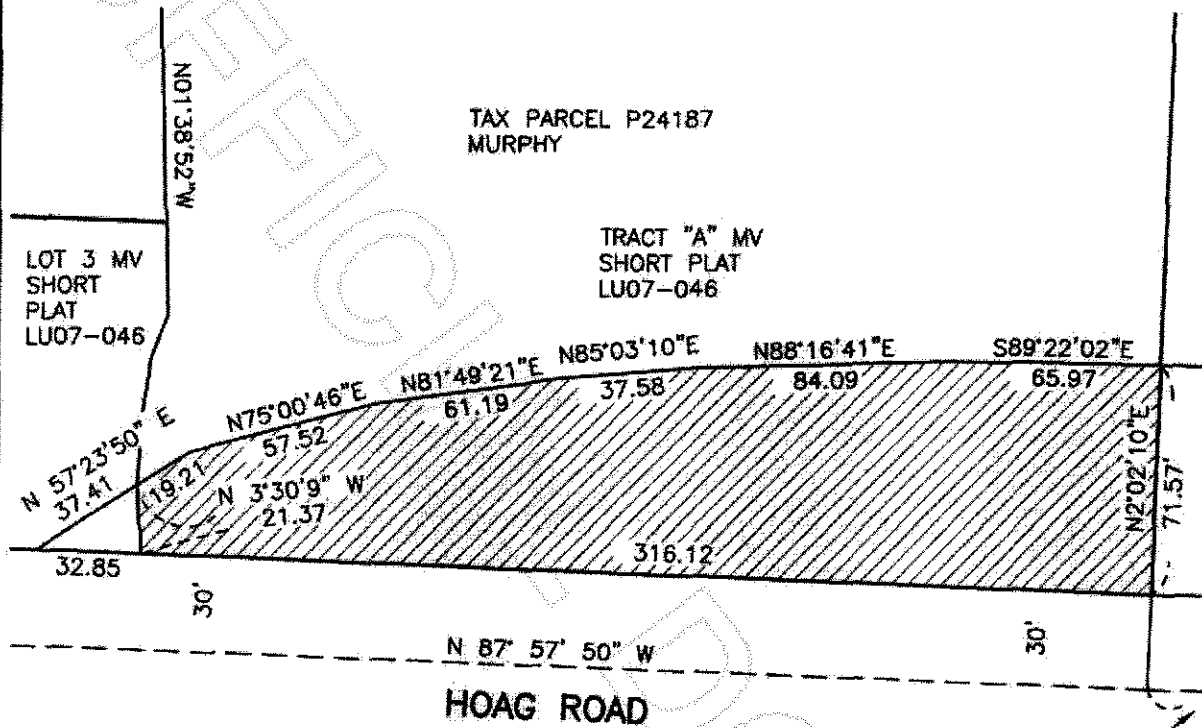


201203070044
Skagit County Auditor

Exhibit J

DIKE EASEMENT EXHIBIT, PARCEL P24187
PORTION TRACT "A" MV SP LU07-046

PORTION OF THE SOUTHEAST QUARTER
OF SECTION 8, TOWNSHIP 34 NORTH, RANGE 4 EAST, WM



Sound Development Group



201203070044
Skagit County Auditor

Exhibit K

Legal Description For: Dike Parcel P24187
Murphy, Lot 3 (Murphy short plat)

That portion of the Southeast Quarter of Section 8, Township 34 North, Range 4 East, W.M., described as follows:

Commencing at the Southeast corner of said Section 8; **thence** North 87° 57' 50" West, along the South line of said Section, 1322.63 feet to the Southeast corner of the Southwest Quarter of the Southeast Quarter of said Section 8; **thence** North 0° 02' 09" East, along the East line thereof, 30.02 feet to the North margin of Hoag Road running along the South line of said Southeast Quarter of the Southeast Quarter, said point also being the Southeast corner of Tract "A" of the City of Mount Vernon short plat MV 11-91, approved November 26, 1991, and recorded December 5, 1991, under Auditor's File No. 9112050009, records of Skagit County, Washington; **thence** North 87° 57' 50" West, along the North line of said Hoag Road margin, 275.00 feet to the Southeast corner of Lot 4 of said City of Mount Vernon short plat MV 11-91, approved November 26, 1991, and recorded December 5, 1991, under Auditor's File No. 9112050009, records of Skagit County, Washington; **thence** North 87° 57' 50" West, parallel with the South line of said Southwest Quarter of the Southeast Quarter, 316.12 feet, more or less, to the East line of a proposed Lot 3 of a short plat currently being reviewed as MV LU07-046 and the **TRUE POINT OF BEGINNING**; **thence** North 3° 30' 09" West, along the East line of said proposed Lot 3, a distance of 21.37 feet; **thence** South 57° 23' 50" West 37.41 feet, more or less, to the North margin of said Hoag Road; **thence** South 87° 57' 50" East along said margin, 32.85 feet to the **TRUE POINT OF BEGINNING**.

Containing 349 square feet, more or less.

Situate in the County of Skagit, State of Washington.



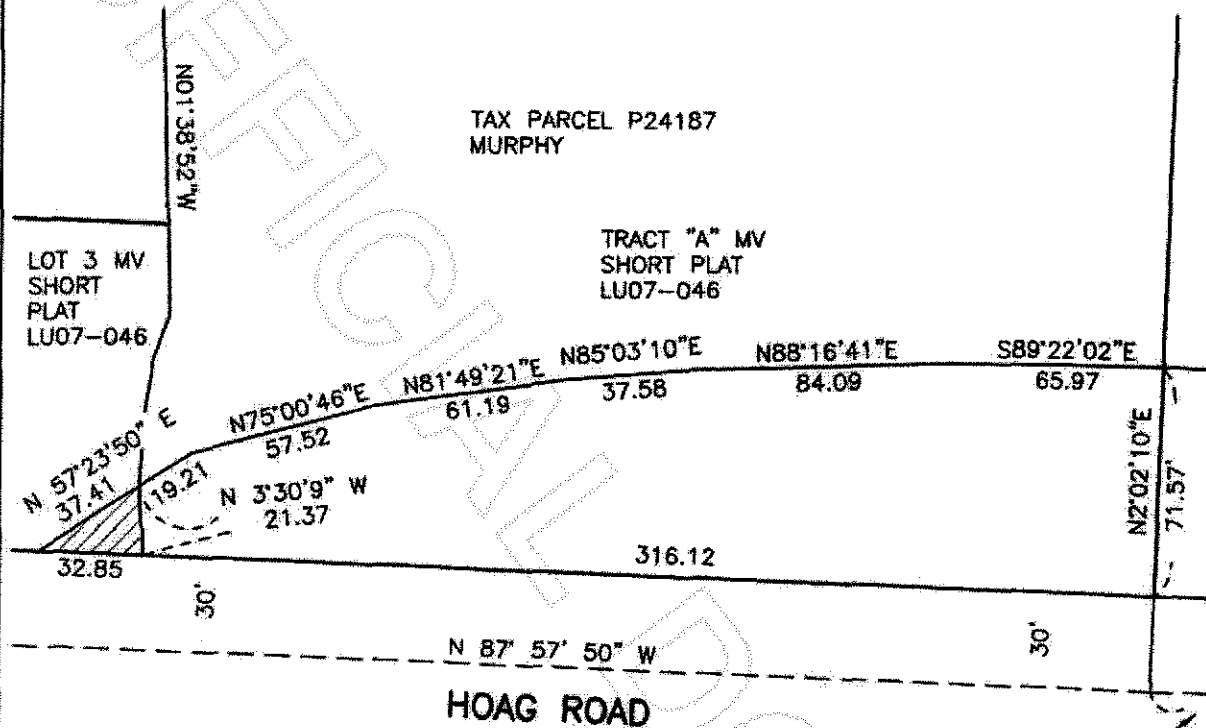
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Skagit County Auditor

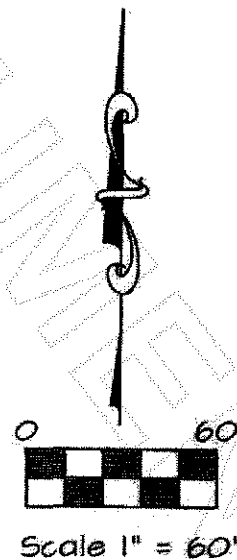
Exhibit L

DIKE EASEMENT EXHIBIT, PARCEL P24187
PORTION LOT 3 MV SP LU07-046

PORTION OF THE SOUTHEAST QUARTER
OF SECTION 8, TOWNSHIP 34 NORTH, RANGE 4 EAST, WM



Sound Development Group



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Skagit County Auditor