

RETURN ADDRESS:

Aliza C. Allen
Buck & Gordon LLP
1011 Western Avenue, Suite 902
Seattle, WA 98104



200107270065
Skagit County Auditor
7/27/2001 Page 1 of 12 11:37:33AM

LAND TITLE COMPANY OF SKAGIT COUNTY

WASHINGTON STATE RECORDER'S Cover Sheet (RCW 65.04)

P94184

DOCUMENT TITLE(S) (or transactions contained therein): Storm Drainage Release Easement	
REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED: n/a <input type="checkbox"/> Additional reference #s on page _____ of document(s)	
GRANTOR(S) (Last name first, then first name and initials) Schopf, Georgia, as her separate estate <input type="checkbox"/> Additional names on page _____ of document	
GRANTEE(S) (Last name first, then first name and initials) MVA, Inc., a Washington corporation <input type="checkbox"/> Additional names on page _____ of document	
LEGAL DESCRIPTION (abbreviated: i.e., lot, block, plat or section, township, range) Ptn SW 1/4 SW 1/4 14-34-4 E W.M. (ptn aka Tr. 4 SP No. 29-87) <input type="checkbox"/> Additional legal is on page _____ of document	
ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER R24744 340414-3-008-0006 <input type="checkbox"/> Assessor Tax # not yet assigned	

STORM DRAINAGE RELEASE EASEMENT AGREEMENT

THIS STORM DRAINAGE RELEASE EASEMENT AGREEMENT (the "Easement") is made as of this 20th day of July, 2001 by and between GEORGIA SCHOPF, as her separate estate ("Grantor") and MVA, INC., a Washington corporation ("MVA" or "Grantee").

Recitals

A. Grantor is the owner of certain real property located in Skagit County, Washington, legally described in Exhibit A, attached hereto (the "Burdened Property").

B. MVA is the owner of certain real property located in Skagit County, Washington, legally described in Exhibit B, attached hereto (the "Benefited Property").

C. The parties wish to create an easement over a portion of the Burdened Property which is legally described in Exhibit C, attached hereto, and which is illustrated in Exhibit D, attached hereto (the "Easement Area") for the benefit of the Benefited Property.

Agreement

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree as follows:

1. Easement Area. Grantor hereby grants and conveys to Grantee a permanent, non-exclusive easement over the Easement Area for the benefit of the Benefited Property. Notwithstanding the foregoing, MVA shall not utilize the easement rights conveyed hereunder until such time as it exercises its option to utilize such rights by notice to Grantor in writing, and pays to Grantor the Option Price described in Paragraph 8 below. If MVA fails to pay the Option Price or the Annual Option Payments and interest, and has failed to cure any such default after notice and expiration of the cure period, as provided in Paragraph 12, this Easement shall terminate with respect to the Benefited Property, and MVA shall promptly execute such release and extinguishment as may be requested by Grantor. Grantor acknowledges and agrees that as part of issuance of approvals for construction of the Project, as defined in Paragraph 2, governmental entities with jurisdiction over the Project (the "Governmental Entities") may require that other properties be added to the Benefited Property and be entitled to the benefits granted under this Easement. In such event, and conditioned upon all of the owners of property to be added to the Benefited Property executing an amendment to this Easement agreeing to be bound by the terms hereof, upon the request of Grantee, Grantor agrees to amend this Easement to include the additional properties and property owners required by the Governmental Entities. Grantor's obligation to add other property to the Benefited Property under this Section 1 shall continue for a period of ten (10) years after the date of mutual execution of this Easement whereupon it shall terminate, without further action on the part of any party or party hereafter added.

2. Use of Easement Area. Grantor acknowledges and agrees that MVA intends to develop the Benefited Property in accordance with permits and other approvals obtained from the Governmental Entities with jurisdiction over the development (the "Project"). The Easement Area shall be used for the release of storm water runoff from the Benefited Property across the Easement Area and into Nookachamps Creek or such other stream located within the Easement Area as may be permitted by the Governmental Entities and for the location, maintenance, operation, repair and replacement of stormwater treatment, discharge or drainage facilities located on, in, across or under the Easement Area, including without limitation pipelines, detention ponds, filter systems, fisheries enhancement projects such as weirs, off channel fish structures and fish rearing facilities such as gravel beds and ponds, and buffers (collectively, the "Facilities"), all of which shall serve the Project and benefit the Benefited Property. In addition,



if required by the Governmental Entities, Grantee shall be entitled to relocate the streams located on the Burdened Property within the Easement Area or create new stream channels within the Easement Area and to use the Easement Area for purposes of establishing sensitive area, stream or other buffers as may be required by the Governmental Entities.

3. Construction, Maintenance and Replacement of Facilities. It shall be the sole responsibility and cost of MVA to obtain all governmental permits and to construct, maintain, repair and replace the Facilities located in the Easement Area required in connection with construction of the Project or to take any further action permitted by this Easement required in connection with construction of the Project, and Grantor shall not have any responsibility for payment of any costs in connection therewith, except such costs as may arise in connection with Grantor's damage of the Facilities. Grantor agrees to execute such permit applications and other documents as may be required by the Governmental Entities in connection with approval and construction of the Project; provided, however, that Grantor shall have no financial obligations under any such permit or governmental approval and any such execution shall not obligate Grantor to perform any of the requirements of the applicable permit or governmental approval. Grantor hereby grants and conveys to Grantee a right of entry to enter onto the Easement Area to perform necessary construction, maintenance, repair and replacement work. The owner of the Benefited Property utilizing its Easement rights shall provide Grantor with notice of its intended entry at least three (3) days prior to such entry. However, in the event of an emergency, Grantee may immediately enter onto the Easement Area to perform the necessary maintenance, repair and replacement work. The right of entry granted herein shall apply to the agents, representatives and employees of Grantee.

4. Indemnity and Insurance. Grantee shall indemnify, defend and hold Grantor harmless from and against any and all claims, damages, costs and fees, including without limitation reasonable attorney's fees, arising from or in connection with Grantee's exercise of its rights under this Easement (the "Indemnification Obligations"). During construction of the Facilities required in connection with the Project and until dedication of the Facilities and the Easement Area as provided in Paragraph 5 or replacement with a substitute policy provided by the homeowners association as provided in this Paragraph 4, MVA shall maintain commercial general liability insurance in the amount of \$1,000,000, naming Grantor as an additional insured. If the Easement Area and Facilities are not dedicated as provided in Paragraph 5, MVA, in connection with development of the Benefited Property, will create a homeowners association and provide in binding covenants encumbering the Benefited Property that after assumption of control of the association by the owners: (i) the homeowners association shall have permanent, continuing liability for repair, maintenance and replacement of the Facilities constructed in connection with the Project; (ii) the homeowners association shall assume the Indemnification Obligations; and (iii) the homeowners association shall maintain comprehensive general liability insurance in the amount of not less than \$1,000,000 insuring the Indemnification Obligations and naming Grantor as an additional insured.

5. Dedication. Upon completion of construction of the Facilities required in connection with MVA's construction of the Project, the City of Mount Vernon or Skagit County or some other Governmental Entity may require that the Easement Area or some portion thereof or stream corridors or buffer areas required in connection with construction of the Facilities be dedicated to the City of Mount Vernon, Skagit County or some other non-profit or Governmental Entity or be subject to permanent conservation easements or other restrictions. In such event, Grantor agrees to timely convey the Easement Area or such portion thereof or the identified buffer areas to the entity required by the Governmental Entity and to timely execute such documents as may be required by the Governmental Entity to subject the Easement Area or stream corridor or buffer area to conservation easements or other restrictions.

6. Repair of Easement Area. Immediately following completion of any construction, maintenance, repair and replacement work within the Easement Area (the "Work"), the party performing the Work, at its expense, shall repair and restore the existing Facilities, if any, and the Easement Area to substantially the same condition as existed prior to commencement of such Work. All Work shall be performed in a careful, workmanlike manner,



free of claims or liens. Upon completion of any Work, the party performing the Work shall remove all debris.

7. Use of Easement Area by Burdened Property Owner. The Grantor may use the Easement Area for any purposes not inconsistent with the provisions of this Easement; provided, however, that Grantor shall not construct any structures or other improvements on or within the Easement Area. If the Grantor's use of the Easement Area causes any damage to the Facilities, Grantor shall promptly repair the Facilities to substantially the same condition as existed prior to the damage, at Grantor's cost and expense. If Grantor fails to repair the damage within ten (10) days following notice from Grantee, or, if completion of the repair work is not feasible within the ten-day period, fails to commence repair within the ten day period and diligently pursue the same to completion, then Grantee may enter onto the Easement Area and complete the repair work, and Grantor shall reimburse Grantee for the costs of such repair, within twenty (20) days after receipt of invoice.

8. Consideration. Providing that MVA elects to exercise its option to utilize the easement rights conveyed by this Easement, which exercise shall occur on or before the Payment Date as defined in this Paragraph 8, on the date of such exercise, Grantee shall pay to Grantor an option price of Eighty Five Thousand Dollars (\$85,000) (the "Option Price"). Grantor acknowledges receipt from MVA of consideration in the amount of One Thousand Dollars (\$1,000). As additional consideration for Grantor's entering into this Easement, upon mutual execution of this Easement, MVA shall pay to Grantor the sum of Six Thousand Five Hundred Dollars, and the total of Seven Thousand Five Hundred Dollars (\$7,500) shall be non refundable but applicable to the Option Price. Each year thereafter, until this Easement is terminated or until MVA exercises the option, MVA also shall pay to Grantor, on or before the first day of the month following the month in which this Agreement is executed, the additional sum of Seven Thousand Five Hundred Dollars (\$7,500) (the "Annual Option Payments"), which Annual Option Payments shall be non refundable but applicable to the Option Price. Commencing on the first day of the month which is nineteen (19) months following the date of execution of this Easement, interest shall commence to accrue on the Option Price at the rate of nine percent (9.0%) per annum. Accrued interest for the prior year shall be due and payable together with payment of the Annual Option Payments. The Option Price, with credit for the Annual Option Payments, together with interest accrued and unpaid, shall be due and payable on the earlier of: (i) five years after the date this Easement is recorded; or (ii) within twenty (20) days following issuance of all permits necessary to construct the Facilities required in connection with construction of the Project (collectively, the "Payment Date"). If MVA fails to exercise the option and pay the Option Price on or before the Payment Date (after notice and failure to cure as described in Paragraph 12 below) because it has not received its permits for the Project, or for any other reason, MVA's easement rights under this Easement shall terminate and, upon the request of Grantor, MVA shall execute a release and extinguishment of this Easement, and neither party shall have any rights or obligations whatsoever thereafter.

9. Notices. Any demand, request or notice which either party hereto desires or may be required to make or deliver to the other shall be in writing and shall be deemed given when delivered by facsimile, personally delivered, delivered by private courier service (such as Federal Express), or three days after being deposited in the United States Mail in registered or certified form, return receipt requested, addressed as follows:

To Grantor: Mrs. Georgia Schopf
1207 Jameson
Sedro Woolley, WA 98284

To Grantee: MVA, Inc.
c/o John L. Scott Real Estate
3801 - 150th Avenue SE, #101
Bellevue, WA 98006
Attention: George Thurtle
Facsimile: 425-747-0166

or to such other single address and person as either party may communicate to the other by like written notice.

10. Running with the Land. During its term, this Easement shall run with the land and shall be binding upon Grantor and Grantee and their heirs, successors and assigns.

11. Attorney Fees. The prevailing party in any action brought to enforce or interpret the terms of this Easement shall be entitled to recover its costs and reasonable attorney fees incurred in said action, including on appeal, whether or not suit is commenced.

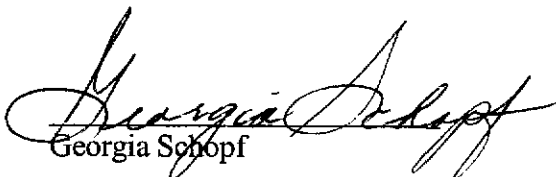
12. Breach. In the event of any breach or threatened breach of this Easement by any party after the date on which MVA has exercised its option hereunder, the non-defaulting parties shall have the right to sue for damages and/or for specific performance and/or to enjoin such breach or threatened breach. Prior to the date of exercise of the option, if MVA fails to make an Annual Option Payment or fails to pay accrued interest, or fails to pay the Option Price within the time periods provided in this Easement, Grantor shall be entitled to terminate this Easement after Grantor provides MVA with a written notice of default and MVA fails to pay the delinquent amounts within five (5) business days after receipt of the notice of default. Prior to MVA's exercise of the option, Grantor also shall be entitled to terminate this Easement upon MVA's failure to perform any other non monetary obligation under this Easement within thirty (30) days after receipt of a written notice setting forth such default, unless such default is not reasonably susceptible of cure within such 30 days and MVA initiates reasonable efforts to cure such default within said 30-day period and thereafter continuously prosecutes the curing of the default with reasonable diligence.

13. No Termination Upon Breach. Except as described in Paragraph 12 for that period of time prior to MVA's exercise of the option, after MVA's exercise of the option, no breach of this Easement shall entitle any party to cancel, rescind or otherwise terminate this Easement; provided, however, that this provision shall not limit or otherwise affect any other right or remedy which a party may have hereunder by reason of any breach of this Easement.

14. Authorization. Each party represents and warrants to the other parties that it has the right, power and authority to make and perform its obligations under this Easement; and this Easement is a valid and binding obligation of each party enforceable against each party in accordance with its terms.

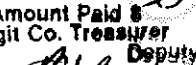
15. Counterparts. The parties may execute this Agreement in any number of counterparts which together, when signed, will constitute one, enforceable agreement.

GRANTOR:


Georgia Schopf

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax

JUL 27 2001

Amount Paid \$
Skagit Co. Treasurer
By  Deputy

GRANTEE:

MVA, INC., a Washington
corporation

By: _____

(Printed Name)

Its: _____

or to such other single address and person as either party may communicate to the other by like written notice.

10. Running with the Land. During its term, this Easement shall run with the land and shall be binding upon Grantor and Grantee and their heirs, successors and assigns.

11. Attorney Fees. The prevailing party in any action brought to enforce or interpret the terms of this Easement shall be entitled to recover its costs and reasonable attorney fees incurred in said action, including on appeal, whether or not suit is commenced.

12. Breach. In the event of any breach or threatened breach of this Easement by any party after the date on which MVA has exercised its option hereunder, the non-defaulting parties shall have the right to sue for damages and/or for specific performance and/or to enjoin such breach or threatened breach. Prior to the date of exercise of the option, if MVA fails to make an Annual Option Payment or fails to pay accrued interest, or fails to pay the Option Price within the time periods provided in this Easement, Grantor shall be entitled to terminate this Easement after Grantor provides MVA with a written notice of default and MVA fails to pay the delinquent amounts within five (5) business days after receipt of the notice of default. Prior to MVA's exercise of the option, Grantor also shall be entitled to terminate this Easement upon MVA's failure to perform any other non monetary obligation under this Easement within thirty (30) days after receipt of a written notice setting forth such default, unless such default is not reasonably susceptible of cure within such 30 days and MVA initiates reasonable efforts to cure such default within said 30-day period and thereafter continuously prosecutes the curing of the default with reasonable diligence.

13. No Termination Upon Breach. Except as described in Paragraph 12 for that period of time prior to MVA's exercise of the option, after MVA's exercise of the option, no breach of this Easement shall entitle any party to cancel, rescind or otherwise terminate this Easement; provided, however, that this provision shall not limit or otherwise affect any other right or remedy which a party may have hereunder by reason of any breach of this Easement.

14. Authorization. Each party represents and warrants to the other parties that it has the right, power and authority to make and perform its obligations under this Easement; and this Easement is a valid and binding obligation of each party enforceable against each party in accordance with its terms.

15. Counterparts. The parties may execute this Agreement in any number of counterparts which together, when signed, will constitute one, enforceable agreement.

GRANTOR:

Georgia Schopf

GRANTEE:

MVA, INC., a Washington
corporation

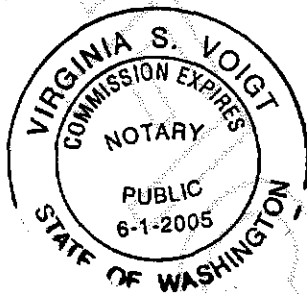
By: George R. Thurtle
George R. Thurtle
(Printed Name)
Its: President



STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this day personally appeared before me Georgia Schopf, to me known to be the individual who executed the within and foregoing instrument, and acknowledged the said instrument to be her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 18th day of July, 2001.



Virginia S. Voigt
(Signature)
Virginia S. Voigt
(Print Name)
Notary Public in and for the State of
Washington, residing at Mount Rainier
My commission expires 6-1-05

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it in his capacity as the _____ of MVA, Inc. to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 2001.

(Signature)

(Printed Name)
Notary Public in and for the State
of Washington, residing at _____
My commission expires _____



STATE OF WASHINGTON)
) ss.
COUNTY OF King)

On this day personally appeared before me Georgia Schopf, to me known to be the individual who executed the within and foregoing instrument, and acknowledged the said instrument to be her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____, 2001.

(Signature)

(Print Name)

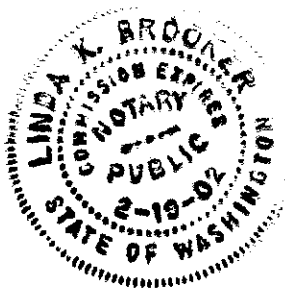
Notary Public in and for the State of
Washington, residing at _____

My commission expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that George R. Thurtle signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it in his capacity as the President of MVA, Inc. to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated this 20 day of July, 2001.



Linda K. Brooker
(Signature)

Linda K. Brooker
(Printed Name)

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

My commission expires 2-19-02



EXHIBIT A
(Legal Description of Burdened Property)

PARCEL "A":

Tract 4, Short Plat No. 29-87, approved February 12, 1988, recorded February 12, 1988 in Book 8 of Short Plats, page 23, under Auditor's File No. 8802120024 and being a portion of the South 1/2 of the Southwest 1/4 of Section 14, Township 34 North, Range 4 East, W.M.

Situate in the County of Skagit, State of Washington.

PARCEL "B":

That portion of the Southwest 1/4 of the Southwest 1/4 of Section 14, Township 34 North, Range 4 East, W.M., described as:

Beginning at a point opposite Highway Engineer's Station 257+89.52 on the SR 538 Line Survey of SR 538, Monte Vista Drive Vicinity to Jct. SR 9, and 79.90 feet Northerly therefrom, which point is on the Southerly line of Tract 4, Short Plat No. 29-87, approved February 12, 1988, and recorded February 12, 1988 in Book 8 of Short Plats, pages 23, under Auditor's File No. 8802120024;

thence Northeasterly to a point opposite Highway Engineer's Station 258+76.02 on said SR 538 Line Survey and 90.80 feet Northerly therefrom;

thence Northeasterly to a point opposite Highway Engineer's Station 259+46.43 on said SR 538 Line Survey and 165.12 feet Northerly therefrom, which point is on the Southeasterly line of said Tract 4;

thence Southwesterly along the Southeasterly and Southerly line of said Tract 4 to the point of beginning.

Situate in the County of Skagit, State of Washington.



EXHIBIT B
(Legal Description of Benefited Property)

That portion of the Southwest quarter of the Southwest quarter of Section 14, Township 34 North, Range 4 East, W.M., described as follows:

Beginning at the Southwest corner of said Southwest quarter of the Southwest quarter, Thence North 88°40'15" East 789.23 feet along the South line of said subdivision; Thence North 00°03'22" East 134.02 feet; Thence North 12°31'46" West 505.92 feet to the Southerly right of way margin of S.R. 538; Thence Westerly along said Southerly margin to the West line of said subdivision; Thence South 00°54'37" East 801.82 feet along said West line to the Point of Beginning. (Also shown as Tract "X" of Short Plat No. 29-87, recorded February 12, 1988 in Book 8 of Short Plats, Page 23, under Auditor's File No. 8802120024, records of Skagit County, Washington.)

TOGETHER WITH that portion of the Southeast quarter of the Southeast quarter of Section 15, Township 34 North, Range 4 East, W.M., lying southwesterly of SR 538 (College Way), and the Southwest quarter of the Southeast quarter of Section 15, Township 34 North, Range 4 East, W.M., EXCEPT that portion described as follows:

BEGINNING at the Northwest corner of said Southwest quarter of the Southeast quarter; Thence East along the North line of said subdivision to the Northeast corner of said Southwest quarter of Southeast quarter; Thence South along the East line of said subdivision 150 feet; Thence Southwesterly in a straight line to a point on the West line of said Southwest quarter of the Southeast quarter, which is 522.93 feet South of the Point of Beginning; Thence North 522.93 feet along the said West line of said subdivision to the Point of Beginning.

TOGETHER WITH Tract "C" of Mount Vernon Short Plat No. MV-9-86, recorded December 31, 1986, in Volume 7 of Short Plats, pages 157 and 158, under Auditor's File No. 8612310108, Records of Skagit County, Washington; being a portion of the Southeast quarter of the Southwest quarter of Section 15, Township 34 North, Range 4 East, W.M.

TOGETHER WITH Lot 154, "THUNDERBIRD EAST FIFTH ADDITION", according to the plat thereof, recorded in Volume 14 of Plats, pages 38 and 39, Records of Skagit County, Washington; also in the Southeast quarter of the Southwest quarter of Section 15, Township 34 North, Range 4 East, W.M.

TOGETHER WITH the Northwest quarter of the Northeast quarter, and the Northeast quarter of the Northeast quarter, and the West half of the Southwest quarter of the Northeast quarter of Section 22, Township 34 North, Range 4 East, W.M.

TOGETHER WITH the Northwest quarter of the Northwest quarter of the Northwest quarter; and the Southwest quarter of the Northwest quarter of the Northwest quarter of Section 23, Township 34 North, Range 4 East, W.M.

LESS the North 250 feet of the South 280 feet of the East 250 feet of the West 450 feet of the Northeast quarter of Section 22, Township 34 North, Range 4 East, W.M.; (deeded to the City of Mount Vernon for a fire station).

ALL situated in Skagit County, Washington.



EXHIBIT C
(Legal Description of Easement Area)

JUNE 27, 2001
TRIAD JOB NO.00-297

LOT 4 OF SHORT PLAT NO. 29-87 DATED: 08/20/87 IN BOOK 8 OF SHORT PLATS AT PAGE 23, AUDITOR'S FILE NO. 8802120024, SKAGIT COUNTY, WASHINGTON.

EXCEPT PARCELS A AND B (DESCRIBED AS FOLLOWS AND DELINEATED ON EXHIBIT D).

PARCEL A:

A PORTION OF THE NORTH ½ OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 14, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT OF INTERSECTION WITH THE SOUTHWESTERLY RIGHT OF WAY LINE OF BURLINGTON NORTHERN RAILROAD AND THE NORTH LINE OF LOT 4 AS DELINEATED ON THE FACE OF SHORT PLAT NO. 29-87 DATED: 08/20/87 IN BOOK 8 OF SHORT PLATS AT PAGE 23, AUDITOR'S FILE NO. 8802120024, SKAGIT COUNTY, WASHINGTON; THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE A DISTANCE OF 55 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 10°34'49" EAST A DISTANCE OF 135.00 FEET;

THENCE SOUTH 60°15'23" EAST A DISTANCE OF 207.00 FEET;

THENCE NORTH 62°36'40" EAST A DISTANCE OF 38.00 FEET;

THENCE NORTH 37°25'50" WEST A DISTANCE OF 131 FEET MORE OR LESS TO THE SAID SOUTHWESTERLY RIGHT OF WAY LINE;

THENCE NORTHWESTERLY ALONG SAID LINE A DISTANCE OF 195 FEET MORE OR LESS TO THE POINT OF BEGINNING.

CONTAINING: 19,700 SQ FT MORE OR LESS.

PARCEL B:

A PORTION OF THE NORTH ½ OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 14, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT OF INTERSECTION WITH THE SOUTHWESTERLY RIGHT OF WAY LINE OF BURLINGTON NORTHERN RAILROAD AND THE NORTHWESTERLY AS-BUILT RIGHT OF WAY LINE OF S.R. 9 AS DELINEATED ON THE FACE OF SHORT PLAT NO. 29-87 DATED: 08/20/87 IN BOOK 8 OF SHORT PLATS AT PAGE 23, AUDITOR'S FILE NO. 8802120024, SKAGIT COUNTY, WASHINGTON;

THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY AS-BUILT RIGHT OF WAY LINE OF S.R. 9 SOUTH 25°32'47" WEST A DISTANCE OF 191.56 FEET;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 208.73 FEET THRU A CENTRAL ANGLE OF 64°05'03" AND A LENGTH OF 233.46 FEET TO A POINT OF INTERSECTION WITH THE AS-BUILT NORTH RIGHT OF WAY LINE OF S.R. 538;

THENCE ALONG SAID LINE SOUTH 89°37'50" WEST A DISTANCE OF 250.49 FEET;

THENCE NORTH 6°31'47" WEST A DISTANCE OF 107.68 FEET;

THENCE NORTH 33°04'16" EAST A DISTANCE OF 47.87 FEET;

THENCE NORTH 87°49'23" EAST A DISTANCE OF 55.00 FEET;

THENCE SOUTH 63°25'11" EAST A DISTANCE OF 158.00 FEET;

THENCE NORTH 82°22'21" EAST A DISTANCE OF 55.00 FEET;

THENCE NORTH 40°09'58" EAST A DISTANCE OF 140.00 FEET;

THENCE NORTH 2°25'00" EAST A DISTANCE OF 158 FEET MORE OR LESS TO THE

SOUTHWESTERLY RIGHT OF WAY LINE OF SAID BURLINGTON NORTHERN RAILROAD;

THENCE SOUTHEASTERLY ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 168 FEET MORE OR LESS TO THE POINT OF BEGINNING.

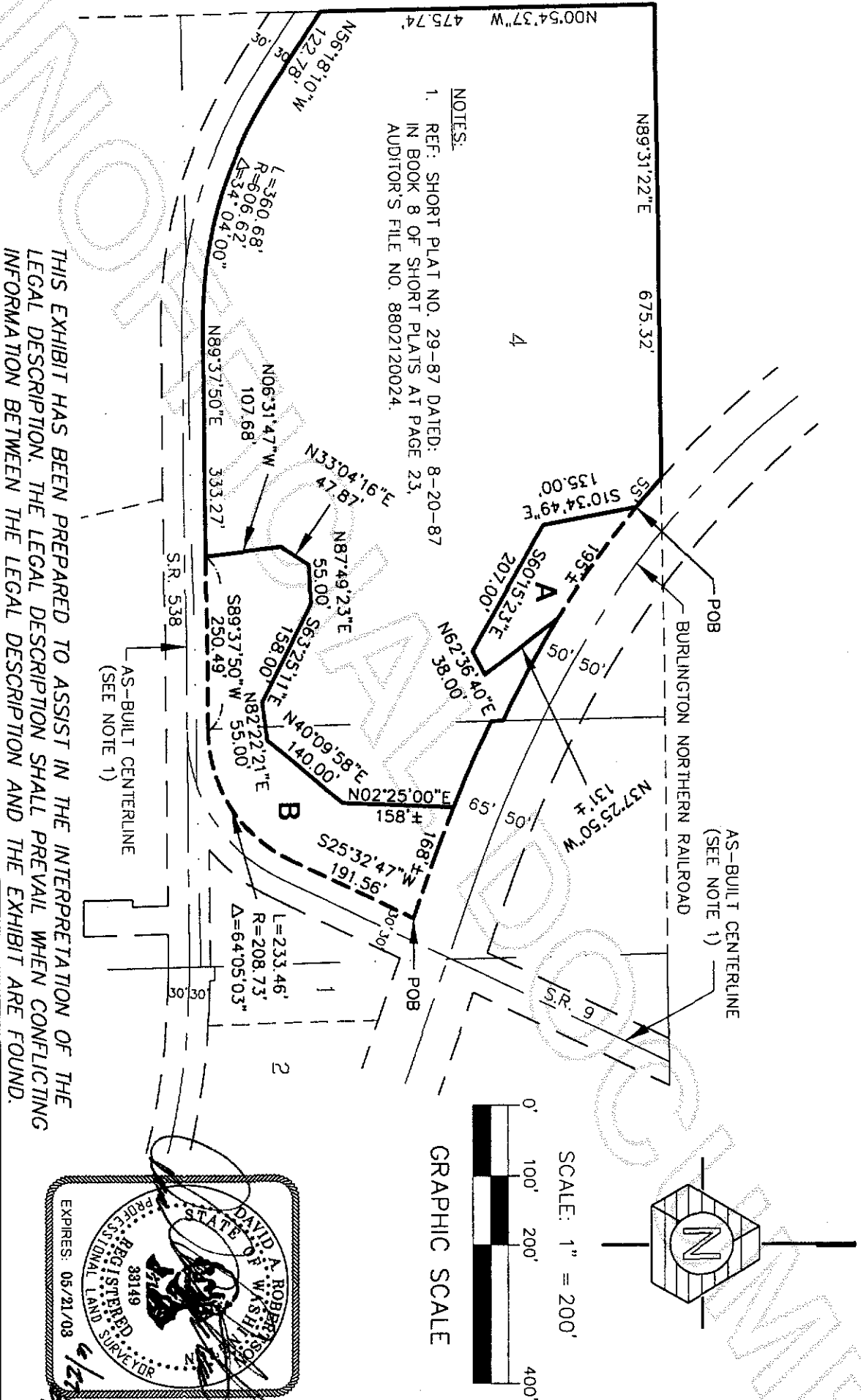
EXCEPT S.R. 538 RIGHT OF WAY.

EXCEPT S.R. 9 RIGHT OF WAY.

CONTAINING: 72,740 SQ FT MORE OR LESS.



NORTH 1/2, SW 1/4, SW 1/4, SEC. 14 N., TWN. 34 N., RGE. 4 E., W.M.



NOTES:
1. REF: SHORT PLAT NO. 29-87 DATED: 8-20-87
IN BOOK 8 OF SHORT PLATS AT PAGE 23,
AUDITOR'S FILE NO. 8802120024.

THIS EXHIBIT HAS BEEN PREPARED TO ASSIST IN THE INTERPRETATION OF THE
LEGAL DESCRIPTION. THE LEGAL DESCRIPTION SHALL PREVAIL WHEN CONFLICTING
INFORMATION BETWEEN THE LEGAL DESCRIPTION AND THE EXHIBIT ARE FOUND.

EXHIBIT-D
PARCEL'S A & B

SKAGIT HIGHLANDS

SKAGIT COUNTY,

WASHINGTON



**TRIAD
ASSOCIATES**
11814 115th Ave. NE
Kirkland, WA 98034-6923
Tel 425.821.8448

MANAGER: G. BUCK
DESIGNED: TJO
CADD: DAR
CHECKED: 6/27/01
DATE: HORIZ.: 1" = 200'
SCALE: VERT.:
JOB NUMBER: 00-297
SHEET NUMBER: 1 OF 1
6/27/01 00297.DWG



200107270065
Skagit County Auditor