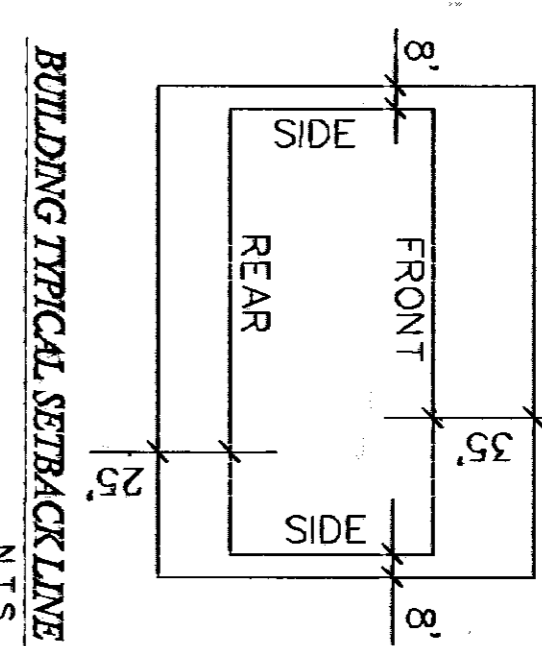
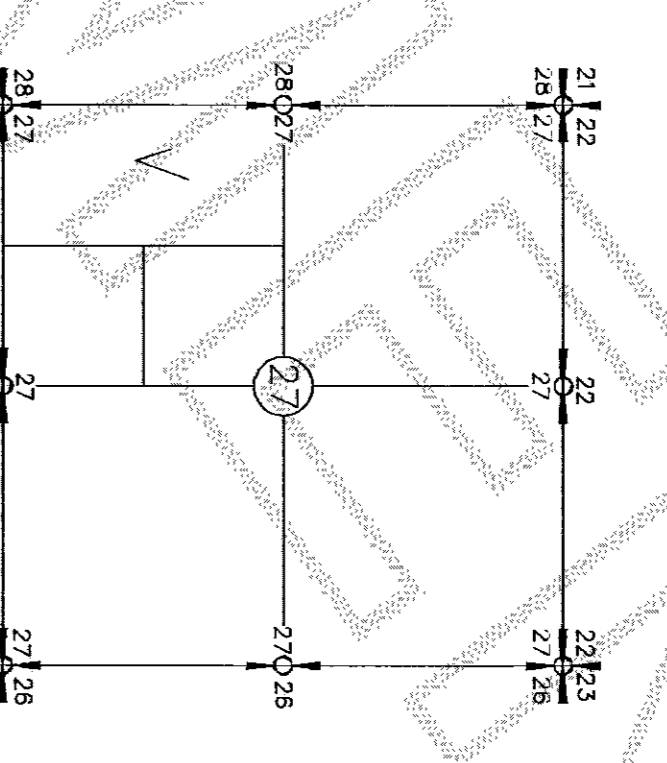
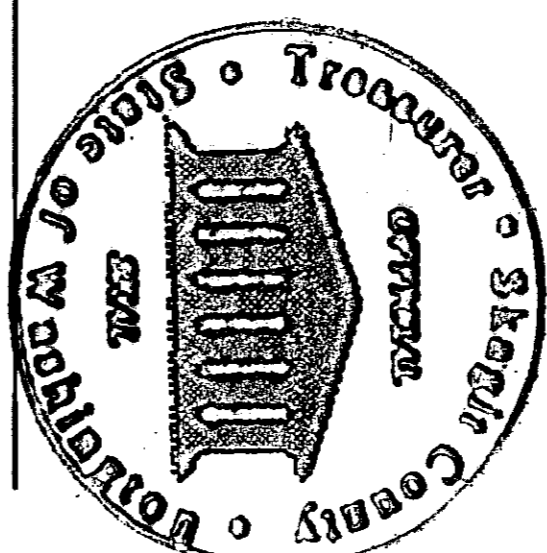


8/9/2004 Page 1 of 3 3:12:24PM
Summit
COUNTY AUDITOR
SKAGIT COUNTY WASHINGTON



DEVELOPERS/OWNERS
John C. Raby & Associates, Inc.
1621 Freeway Drive #206
Mount Vernon, WA 98273
(360) 424-5172



TREASURER'S CERTIFICATE
THIS IS TO CERTIFY THAT ALL TAXES HERETOFORE LEVIED AND WHICH HAVE BECOME A LIEN ON THE LANDS HEREIN DESCRIBED HAVE BEEN FULLY PAID AND DISCHARGED ACCORDING TO THE RECORDS OF MY OFFICE UP TO AND INCLUDING THE YEAR 2004.
DATE 7-23-04
SKAGIT COUNTY TREASURER

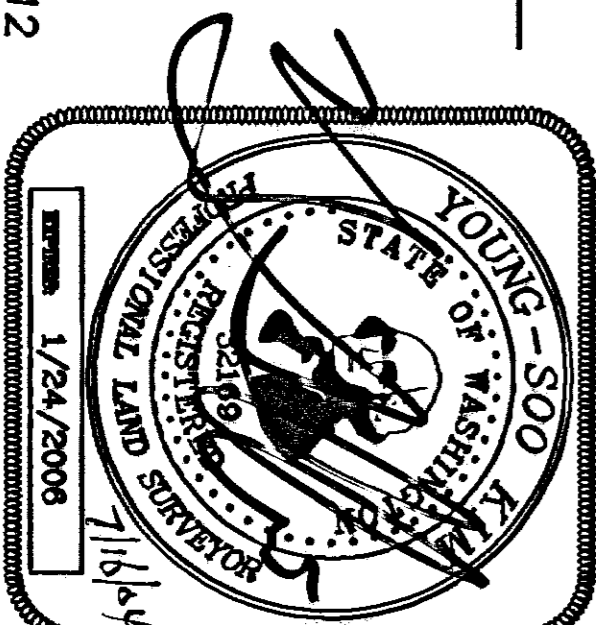
APPROVALS
THE WITHIN AND FOREGOING SHORT PLAT IS APPROVED IN ACCORDANCE WITH THE PROVISIONS OF THE SKAGIT COUNTY PLAT ORDINANCE
THIS 9th DAY OF August 2004.

Jacob Anderson 8/19/04
CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS
Steve Heile
COUNTY ENGINEER
Mark R. Johnson
PLANNING AND PERMIT CENTER DIRECTOR
Richard D. Johnson 7/30/04
COUNTY HEALTH OFFICER

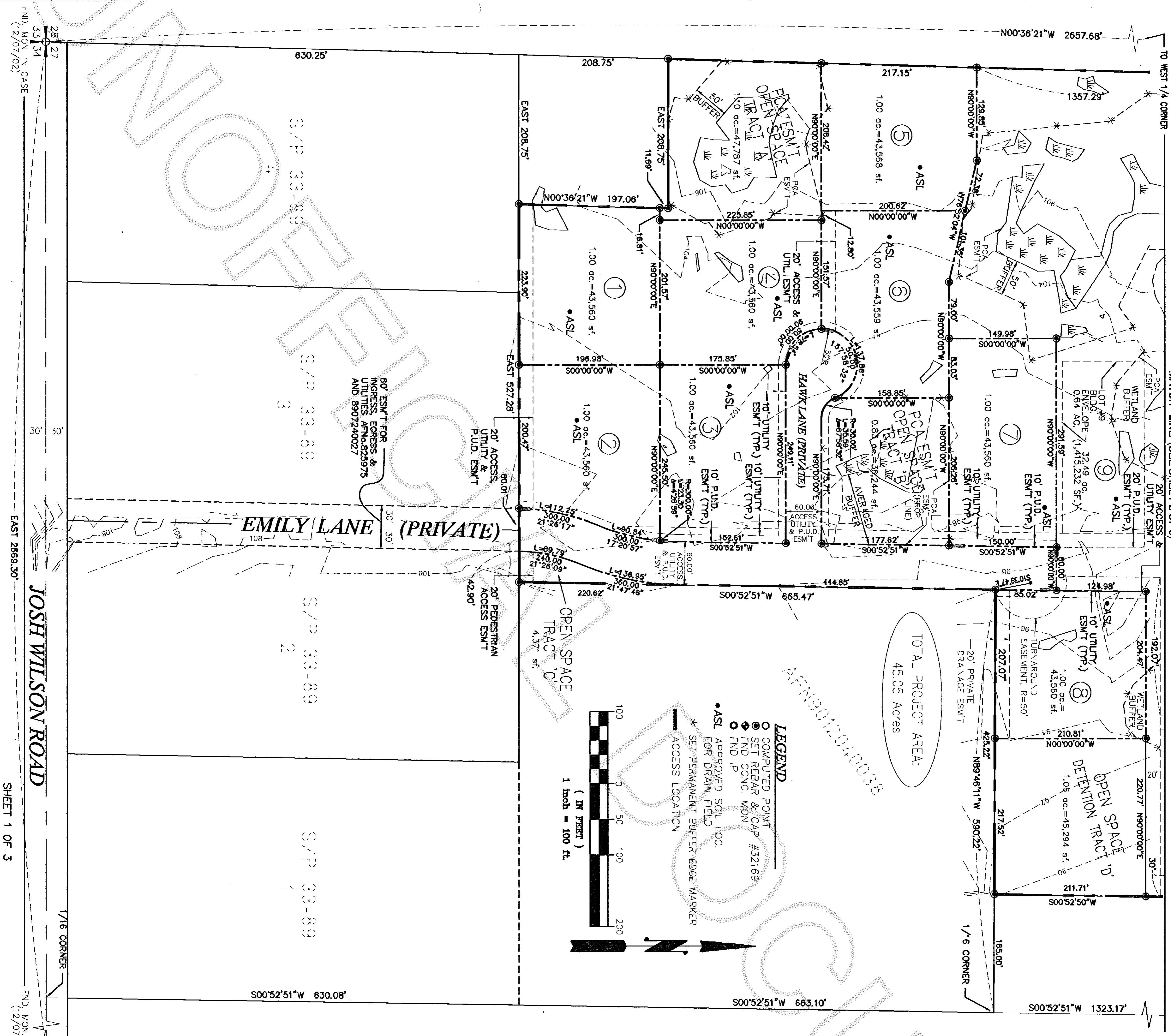
SURVEYOR'S CERTIFICATE

I, YOUNG-SOO KIM, DO HEREBY CERTIFY THAT THIS PLAT/C.A.R.D., TITLED "RED TAIL FLATS" IS BASED UPON AN ACTUAL SURVEY AND SUBDIVISION OF SECTION 27, TOWNSHIP 35N, RANGE 3E, W.M.; THAT THE COURSES AND DISTANCES ARE SHOWN CORRECTLY THEREON THAT THE MONUMENTS HAVE BEEN SET AND THE LOT CORNERS STAKED CORRECTLY ON THE GROUND; AND THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF THE STATUTES AND PLATTING REGULATIONS PER RCW 64.34.232.

Young-Soo Kim, P.L.S. #32169



SUMMIT ENGINEERS & SURVEYORS, INC.
2218 OLD HIGHWAY 99 SOUTH ROAD, MOUNT VERNON, WA, 98273
PHONE: (360) 416-4999 FAX: (360) 416-4949
E-MAIL: YSK@SUMMITES.COM



281.27
331.34
FND. MON. IN CASE (12/07/02)
30'
30'
EAST 2689.30'
JOSH WILSON ROAD
SHEET 1 OF 3
1/16 CORNER
FND. MON. IN CASE (12/07/02)
34
27

MATCH LINE (SEE SHEET 2 OF 3)

22 NOT FND. CALCULATED

FIND. 3/4" PIPE @
NORTHWEST SIDE OF
CORNER FENCE POST
(12/07/02)

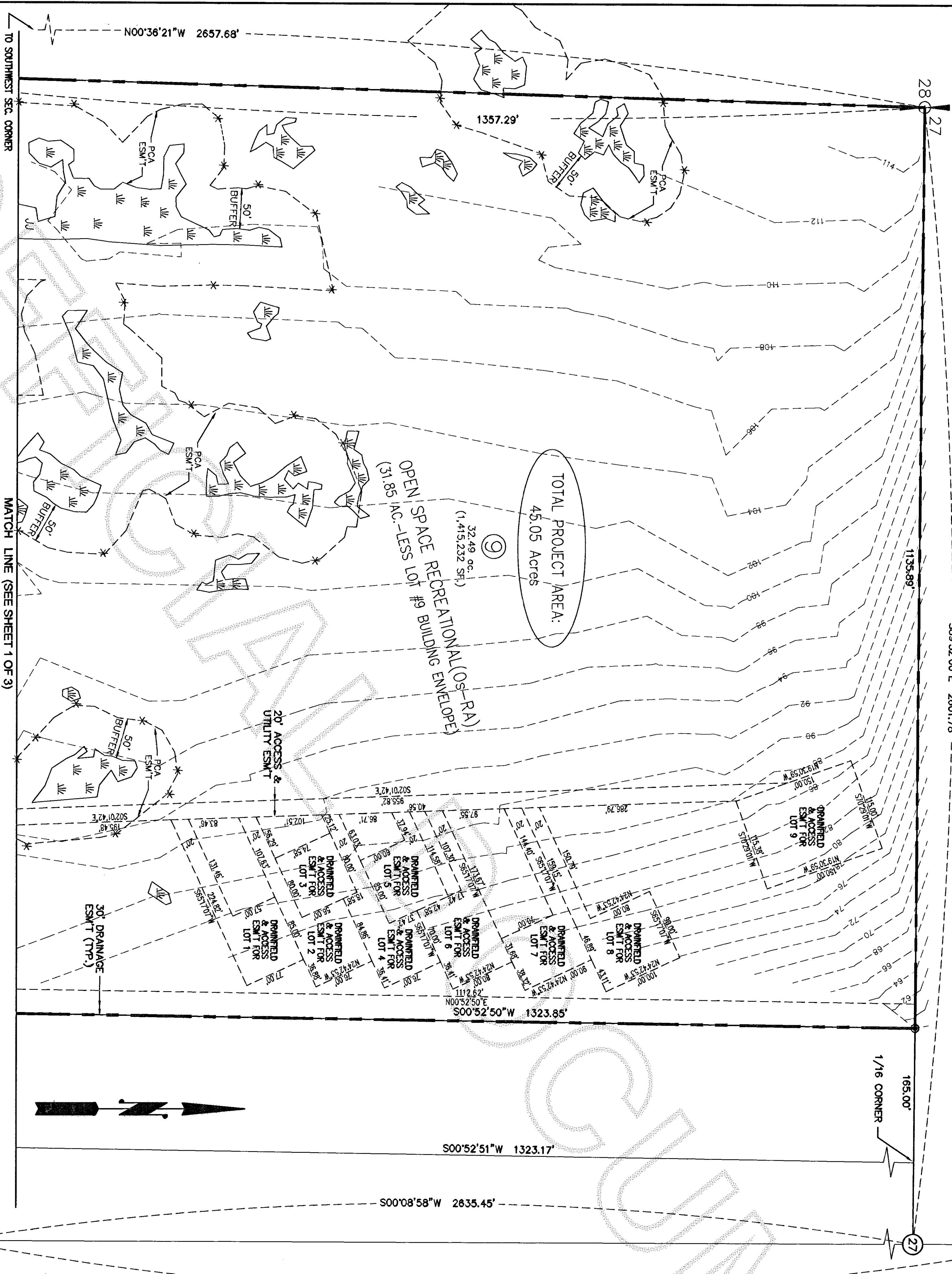
NOT FIND.
CALCULATED

200408090156
Skagit County Auditor
8/9/2004 Page 2 of 3 3:12:24PM

BY DEPUTY
COUNTY AUDITOR, WASHINGTON
SKAGIT COUNTY

NOTES

1. PLAT NUMBER AND DATE OF APPROVAL SHALL BE INCLUDED IN ALL DEEDS AND CONTRACTS.
2. ZONING - RURAL RESERVE (RR)
3. SEWAGE - ON-SITE - SEPTIC
4. AND BUILDING PERMITS SHALL BE ISSUED FOR ANY RESIDENTIAL STRUCTURES WHICH ARE TO BE WITHIN AN OFFICIAL DESIGNATED BOUNDARY OF SKAGIT COUNTY FIRE DISTRICT.
5. CHANGE IN LOCATION OF ACCESS, MAY NECESSITATE CHANGE OF ADDRESS, CONTACT SKAGIT COUNTY PERMIT CENTER.
6. ALTERNATIVE ON-SITE SEWAGE DISPOSAL SYSTEM MAY HAVE SPECIAL DESIGN, CONSTRUCTION AND MAINTENANCE REQUIREMENTS. SEE SKAGIT COUNTY HEALTH OFFICER FOR DETAILS.
7. WATER: P.U.D. No. 1 - PUBLIC
8. SEE APN 200408090159 FOR PROTECTED CRITICAL AREA EASEMENT AGREEMENT.
9. BASIS OF BEARING - SHORT PLAT NO. 33-99 AS FILED IN BOOK OF SHORT PLATS AT PAGE 197, AUDITOR'S FILE NO. 8912130035, RECORDS OF SKAGIT COUNTY, WASHINGTON.
10. SURVEY EQUIPMENT & PROCEDURE: THIS SURVEY WAS COMPLETED AND ACCOMPLISHED BY FIELD TRAVERSE USING A MINOM DTM-520 TOTAL STATION ON 11-2002.
11. IN NO CASE SHALL THE COUNTY ACCEPT A DEMOLITION OR ANY OBLIGATION AS TO ANY SUCH ROAD, STREET AND/OR ALLEY UNTIL THE SAME AND ALL ROWS, STREETS, AND/OR ALLEYS CONNECTING THE SAME TO THE FULL, CURRENT COUNTY ROAD SYSTEM HAVE BEEN BROUGHT TO FULL, CURRENT COUNTY ROAD STANDARDS AND A RIGHT-OF-WAY HAS BEEN TRANSFERRED TO AND ACCEPTED BY THE COUNTY.
12. ALL RAINOFF FROM IMPERVIOUS SURFACES AND ROOF DRAINS SHALL BE DIRECTED SO AS NOT TO ADVERSELY AFFECT ADJACENT PROPERTIES.
13. MAINTENANCE AND CONSTRUCTION OF THE ACCESS ROAD SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION WITH THE LOT OWNERS AS MEMBER AND NEIGHBORING PROPERTY OWNERS AS PER THE RECORDED APN. 200408090157
14. DELARATION AND GOVERNANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND RESERVATIONS FILED UNDER APN. 200408090157
15. GRANTEE ACKNOWLEDGES THAT GRANTEE HAS GRANTED TO THE PORT OF SKAGIT COUNTY A PERPETUAL AND ASSIGNABLE AVIATION EASEMENT ON THE SUBJECT PROPERTY, SAID AVIATION EASEMENT IS RECORDED UNDER AUDITOR'S FILE NUMBER 200408090158
16. THE MAINTENANCE COMMITTEE SHALL BE RESPONSIBLE FOR COLLECTING AND PAYING STREET LIGHT UTILITY FEES, AS AN ADDITION TO: "ARTICLE 8 OF DECLARATION AND GOVERNANTS, CONDITIONS, EASEMENTS AND RESERVATIONS FOR THE PLAT OF RED TAIL FLATS".
17. THE DRAINAGE AREAS SHOWN FOR LOTS 1 THROUGH 9 ARE PROVIDED TO EACH LOT, BUT NOT REQUIRED TO BE USED. EACH LOT MAY ELECT TO FIND ALTERNATE DRAINAGE LOCATIONS.
18. A PARK DONATION FEE OF \$100.00 WILL BE PAID BY LOT OWNERS AT THE TIME OF APPLICATION FOR BUILDING PERMIT.
19. NOTICE IS GIVEN THAT A GUN CLUB USE EXISTS SOUTHWESTERLY OF THE PLAT, AND THAT RESIDENCES IN THIS PLAT MAY BE SUBJECT TO TYPICAL IMPACTS FROM THAT USE INCLUDING NOISE AND OTHER IMPACTS.
20. SKAGIT COUNTY SHALL BE HELD HARMLESS AS A RESULT OF ANY IMPACTS FROM THE EXISTING GUN CLUB.

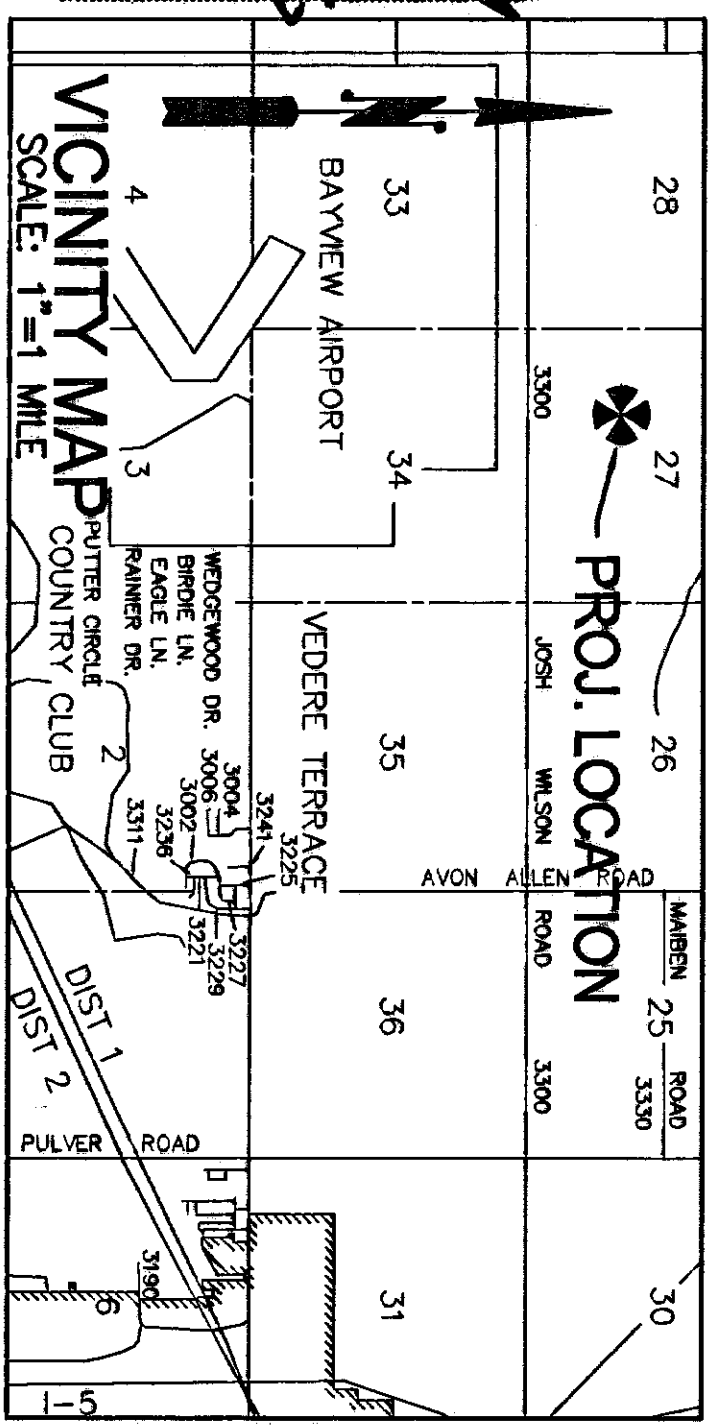
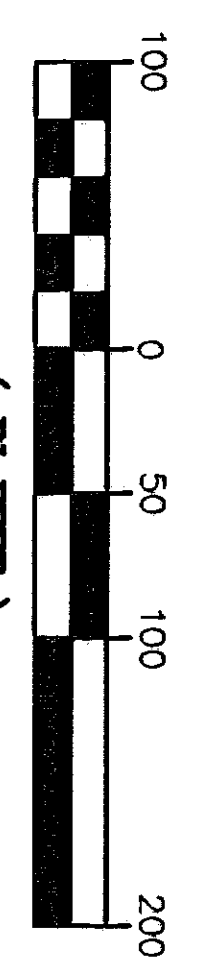


TRACT 2.
BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 27; THENCE NORTH 136°21' EAST ALONG THE WEST LINE OF SAID SECTION 27, A DISTANCE OF 660.26 FEET TO THE NORTHWEST CORNER OF THE SOUTH 660.00 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 27, BEING THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 136°21' EAST, A DISTANCE OF 208.75 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 208.75 FEET; THENCE SOUTH 136°21' WEST, A DISTANCE OF 208.75 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTH 660 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 27, A DISTANCE OF 208.75 FEET TO THE TRUE POINT OF BEGINNING.

LEGAL DESCRIPTION
THE WEST 1/2 OF THE SOUTHWEST 1/4, SECTION 27, TOWNSHIP 35 NORTH, RANGE 3 EAST, W.M., EXCEPT THE EAST 165 FEET OF THE NORTHWEST 1/4 OF SAID SECTION 27, ALSO EXCEPT THE FOLLOWING DESCRIBED TRACTS 1 AND 2:

TRACT 1.
BEGINNING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4 OF SECTION 27; THENCE NORTH 05°25'00" EAST, ALONG THE EAST LINE OF SAID SUBDIVISION, 660.08 FEET TO THE NORTHEAST CORNER OF LOT 1 AS SHOWN ON SHORT PLAT FILED IN BOOK 8 OF SHORT PLATS, PAGE 197, UNDER AUDITOR'S FILE NO. 8912130035, RECORDS OF SKAGIT COUNTY, WASHINGTON, SAID CORNER ALSO BEING THE TRUE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID EAST LINE OF SAID SUBDIVISION NORTH 05°25'00" EAST, 663.10 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 27; THENCE NORTH 89°46'11" WEST, 665.47 FEET TO THE INTERSECTION WITH THE NORTH LINE OF LOT 2 OF SAID SHORT PLAT; THENCE NORTH 90° EAST ALONG THE NORTH LINE OF SAID SHORT PLAT, 590.25 FEET TO THE TRUE POINT OF BEGINNING.

FIND. MON. IN CASE 27
(12/07/02)

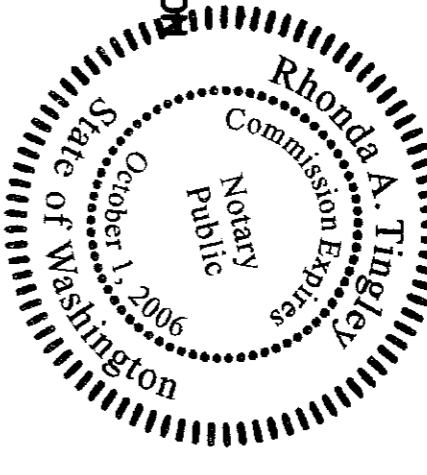


INDIVIDUAL ACKNOWLEDGEMENT

STATE OF WASHINGTON }
} SS

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT Robert W. Powers IS/ARE THE PERSON(S) WHO APPEARED BEFORE ME, AND SAID PERSON(S) ACKNOWLEDGE THAT HE(SHE/THEY) SIGNED THIS INSTRUMENT AND ACKNOWLEDGED IT TO BE HIS/HER/THEY FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED: July 20 2007
SIGNATURE: Robert W. Powers
(PRINT NAME) Robert W. Powers
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
RESIDING AT Bellingham
MY APPOINTMENT EXPIRES 10-1-06

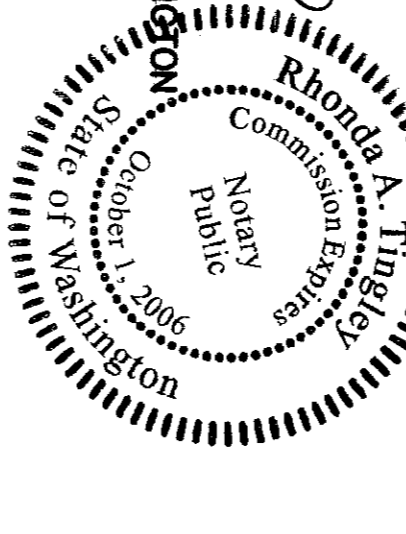


REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF WASHINGTON }
} SS

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT Robert A. Tibble IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGE THAT HE(SHE/THEY) SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE(SHE/THEY) WAS/WERE AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE VICE PRESIDENT OF Red Tail Flats, LLC TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED: July 20 2007
SIGNATURE: Robert A. Tibble
(PRINT NAME) Robert A. Tibble
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
RESIDING AT Bellingham
MY APPOINTMENT EXPIRES 10-1-06

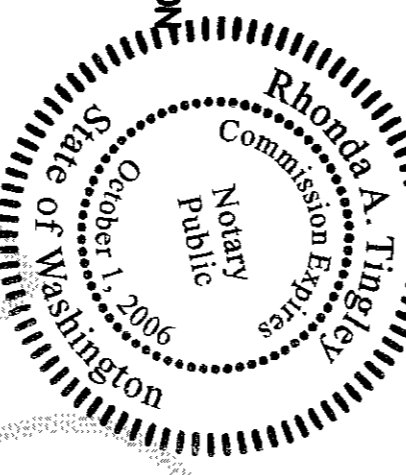


REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF WASHINGTON }
} SS

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT Richard Powers IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGE THAT HE(SHE/THEY) SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE(SHE/THEY) WAS/WERE AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE VICE PRESIDENT OF Red Tail Flats, LLC TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED: July 20 2007
SIGNATURE: Richard Powers
(PRINT NAME) Richard Powers
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
RESIDING AT Bellingham
MY APPOINTMENT EXPIRES 10-1-06



PUD UTILITY EASEMENT

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, gas, and communication line, lines or related facilities, including the right to construct, operate, maintain, inspect, improve, remove, restore or alter such facilities, and to locate at any time a pipe or pipes, line or lines or related facilities, along with necessary appurtenances for the transportation of water, gas, and communication lines or similar public services over, across, through, along, in and under the lands shown on this plat. Grantor, his heirs, assigns, and successors, shall be bound to grant, defend, and support 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 danger to the public safety or to persons or property by reason of proximity to the line(s). The Grantor agrees that title 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 maintained upon the easement or in any way interfere with, obstruct or endanger the District's use of the easement.

EASEMENT PROVISIONS

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO ALL UTILITIES SERVING SUBJECT PLAT AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, UNDER AND UPON THE EXTERIOR OF, UNLESS NOTED OTHERWISE, PARALLEL WITH AND ADJOINING THE STREET FRONTAGE OF ALL LOTS, TRACTS AND COMMON AREAS IN WHICH TO INSTALL LAY CONSTRUCT, REPAIR, FACILITATE AND MAINTAIN UNDERGROUND CONDUITS, CABLES, PIPES AND WIRES WITH NECESSARY FACILITIES AND OTHER EQUIPMENT FOR THE PURPOSE OF SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC, TELEPHONE, GAS, TELEVISION CABLE AND OTHER UTILITY SERVICES. TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS, TRACTS AND COMMON AREAS AT ALL TIMES FOR THE PURPOSES HEREIN STATED. DRAINAGE EASEMENTS DESIGNATED ON THE PLAT ARE HEREBY RESERVED FOR AND GRANTED TO SKAGIT COUNTY, EXCEPT THOSE DESIGNATED ON THE PLAT AS PRIVATE EASEMENTS. TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS AND THE RIGHT TO EXCAVATE, CONSTRUCT, OPERATE, MAINTAIN, REPAIR AND/OR REBUILD ANY ENCLOSED OR OPEN CHANNEL, STORM WATER CONVEYANCE SYSTEM AND/OR OTHER STORM DRAINAGE FACILITIES, UNDER, UPON OR THROUGH THE DRAINAGE EASEMENT.

DRAINAGE FACILITY MAINTENANCE COVENANT

WE, THE OWNERS AND CONTRACT PURCHASERS OF THE LANDS HEREIN PLATTED (GRANTOR), AGREE THAT THE OBLIGATIONS OF GRANTOR SHALL INURE TO THE BENEFIT OF AND BE BINDING UPON THE HEIRS, SUCCESSORS, AND ASSIGNS. GRANTOR AGREES THAT THIS COVENANT TOUCHES AND CONCERNS THE LAND DESCRIBED HEREIN AND SHALL RUN WITH THE LAND. GRANTOR BY EXECUTION OF THIS COVENANT ACKNOWLEDGES THAT THE BENEFITS OF THIS COVENANT INURE TO GRANTOR, DOWNSTREAM PROPERTY OWNERS, AND THE GENERAL PUBLIC, AND THAT SKAGIT COUNTY (COUNTY) AS THIRD-PARTY BENEFICIARY OF THIS COVENANT HAS THE RIGHT, BUT NOT THE OBLIGATION, TO ENFORCE THIS COVENANT ON BEHALF OF DOWNSTREAM PROPERTY OWNERS AND THE GENERAL PUBLIC. COUNTY REQUIRES THIS COVENANT TO PROTECT RESOURCES OF DOWNSTREAM PROPERTY OWNERS AND THE GENERAL PUBLIC. GRANTOR, IN CONSIDERATION OF THE APPROVAL OF THIS SUBDIVISION, HEREBY COVENANTS TO PERFORM REGULAR MAINTENANCE UPON THE DRAINAGE FACILITIES INSTALLED, OR TO BE INSTALLED, UPON GRANTOR'S PROPERTY. REGULAR MAINTENANCE SHALL INCLUDE, AT A MINIMUM, ANNUAL INSPECTION OF THE STORMWATER DRAINAGE SYSTEM, AS APPLICABLE, THE SYSTEM SHALL INCLUDE THE STORMWATER CONVEYANCE SYSTEM PIPES, DITCHES, SWALES, AND CATCH BASINS; STORMWATER FLOW REGULATION SYSTEM DETENTION PONDS, VAULTS, PIPES, RETENTION PONDS, FLOW REGULATION AND CONTROL STRUCTURES, INFILTRATION SYSTEMS AND WATER QUALITY CONTROL SYSTEM.

THE SCOPE OF THIS COVENANT AND RIGHT OF ENTRY SHALL BE ADEQUATE TO PROVIDE FOR THE ACCESS, INSPECTION, AND MAINTENANCE OF THE STORMWATER DRAINAGE SYSTEM, AND SHALL BE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

- 1. COUNTY SHALL HAVE THE PERPETUAL RIGHT OF ENTRY ACROSS ADJACENT LANDS OF THE GRANTOR FOR PURPOSES OF INSPECTING, AUDITING, OR CONDUCTING REQUIRED MAINTENANCE OF THE DRAINAGE FACILITY.
- 2. IF COUNTY INSPECTION DETERMINES THAT MAINTENANCE IS NOT BEING PERFORMED, COUNTY SHALL ENDEAVOR TO PROVIDE GRANTOR REASONABLE ADVANCE NOTIFICATION OF THE NEED TO PERFORM THE MAINTENANCE AND A REASONABLE OPPORTUNITY FOR GRANTOR TO PERFORM IT. IN THE EVENT THAT GRANTOR FAILS TO COMPLETE THE REQUIRED MAINTENANCE WITHIN A REASONABLE TIME PERIOD, COUNTY SHALL HAVE THE RIGHT TO PERFORM OR CONTRACT WITH OTHERS TO PERFORM IT AT THE SOLE EXPENSE OF THE GRANTOR. IF COUNTY IN ITS SOLE DISCRETION DETERMINES THAT AN IMMINENT OR PRESENT DANGER EXISTS, REQUIRED MAINTENANCE AND/OR REPAIR MAY BEGUN IMMEDIATELY AT GRANTOR'S EXPENSE WITHOUT PRIOR NOTICE TO GRANTOR. IN SUCH EVENT, COUNTY SHALL PROVIDE GRANTOR WITH A WRITTEN STATEMENT AND ACCOUNTING OF ALL WORK PERFORMED AND THE FEES, CHARGES, AND EXPENSES INCURRED IN MAKING SUCH REPAIRS. GRANTOR SHALL AGREE TO REIMBURSE COUNTY OR PAY COUNTY'S VENDORS DIRECTLY FOR ALL REASONABLE FEES, CHARGES, AND EXPENSES IDENTIFIED IN COUNTY'S STATEMENT.
- 3. IF COUNTY IS REQUIRED TO ACT AS A RESULT OF GRANTOR'S FAILURE TO COMPLY WITH THIS COVENANT, COUNTY MAY REMOVE ANY OBSTRUCTIONS AND/OR INTERFERENCES THAT IN THE SOLE OPINION OF COUNTY IMPAIR THE OPERATION OF THE DRAINAGE FACILITY OR THE MAINTENANCE THEREOF. GRANTOR AGREES TO HOLD COUNTY, ITS OFFICERS, EMPLOYEES, AND AGENTS HARMLESS FROM ANY AND ALL CLAIMS, ACTIONS, SUITS, LIABILITY, LOSS, EXPENSES, DAMAGES AND JUDGMENTS OF ANY NATURE WHATSOEVER, INCLUDING COSTS AND ATTORNEY'S FEES, INCURRED BY THE REMOVAL OF VEGETATION OR PHYSICAL INTERFERENCE FROM THE DRAINAGE FACILITY.
- 4. WHEN EXERCISING THE MAINTENANCE PROVISIONS OF THE COVENANT IN THE EVENT OF NONPAYMENT, COUNTY MAY BRING SUIT TO RECOVER SUCH COSTS, INCLUDING ATTORNEY'S FEES, AND UPON OBTAINING A JUDGMENT, SUCH AMOUNT SHALL BECOME A LIEN AGAINST THE PROPERTY OF GRANTOR AS PROVIDED IN RCW 41.56.190.
- 5. GRANTOR COVENANTS THAT ALL OF THE OWNERS, CONTRACT PURCHASERS AND LIEN HOLDERS OF THE PROPERTY DESCRIBED HEREIN HAVE SIGNED THE DEDICATION AND/OR DECLARATION OF THIS SUBDIVISION, THAT THEY HAVE THE RIGHT TO GRANT THIS COVENANT ON THE PROPERTY, AND THAT THE TITLE TO THE PROPERTY IS FREE AND CLEAR OF ANY ENCUMBRANCES WHICH WOULD INTERFERE WITH THE ABILITY TO GRANT THIS COVENANT.
- 6. THE MAINTENANCE OF THE DETENTION FACILITY, THE DETENTION FACILITY APPURTENANCES, AND THE EXPENSE OF SAID MAINTENANCE, SHALL BE THE EQUAL RESPONSIBILITY OF THE OWNERSHIP OF LOTS 1 THROUGH 9. THE SURFACE MAINTENANCE, INCLUDING ADDITIONAL LANDSCAPING BEYOND THE INITIAL LANDSCAPING PROVIDED BY THE DEVELOPER PER THE APPROVED LANDSCAPING PLANS, GARDENING, IRRIGATION, MOWING, PRUNING AND OTHER RELATED SURFACE ACTIVITIES SHALL BE THE EQUAL RESPONSIBILITY OF THE SAID LOT OWNERS.

ADDRESS NOTES:

A SKAGIT COUNTY ADDRESS RANGE HAS BEEN APPLIED TO THE ROAD SYSTEM IN THIS SUBDIVISION. AT THE TIME OF APPLICATION FOR BUILDING AND/OR ACCESS, SKAGIT COUNTY GIS WILL ASSIGN INDIVIDUAL ADDRESSES IN ACCORDANCE WITH THE PROVISIONS OF SKAGIT COUNTY CODE 15.24.

ROAD NAME	BEGINNING RANGE	ENDING RANGE
EMILY LANE	10740	11000
HAWK LANE	15066	15125

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT RED TAIL FLATS LLC, A WASHINGTON LIMITED LIABILITY COMPANY, THE UNDERSIGNED OWNER IN FEE SIMPLE OF THE LAND HEREBY PLATTED, AND THEREBY ISLAND BANK, A WASHINGTON STATE CHARTERED SAVINGS BANK, THE MORTGAGEES THEREOF HEREBY DECIDE AND DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, AVENUES, PLACES AND SEWERS AND ALL PUBLIC UTILITIES OR WATER OR PUBLIC PROPERTY THERE IS SHOWN ON THE PLAT AND THE USE FOR ANY AND ALL PUBLIC UTILITIES OR WATER OR PUBLIC CUTS AND FILLS UPON LOTS, BLOCKS, TRACTS, ETC. SHOWN ON THIS PLAT IN THE REASONABLE DISCRETION OF THE ALL STREETS, AVENUES, PLACES, ETC. SHOWN HEREON. ALSO, THE RIGHT TO DRAIN ALL STREETS OVER AND ACROSS ANY LOT OR LOTS WHERE WATER MIGHT TAKE A NATURAL COURSE AFTER THE STREET OR STREETS ARE GRADED. ALSO, ALL CLAIMS FOR DAMAGE AGAINST ANY GOVERNMENTAL AUTHORITY ARE WAIVED WHICH MAY BE OCCASIONED TO THE ADJACENT LAND BY THE ESTABLISHED CONSTRUCTION, DRAINAGE, AND MAINTENANCE OF SAID ROADS.

FOLLOWING THE ORIGINAL REASONABLE GRADING OF THE ROADS HEREON, NO DRAINAGE WATERS ON ANY LOT OR LOTS SHALL BE DIVERTED FROM THEIR NATURAL COURSE SO AS TO DISCHARGE UPON ANY PUBLIC ROAD RIGHTS OF WAY OR TO HAMPER PROPER ROAD DRAINAGE. THE OWNER OF ANY LOT OR LOTS PRIOR TO MAKING ANY ALTERATION IN THE DRAINAGE SYSTEM AFTER THE RECORDING OF THIS PLAT, MUST MAKE APPLICATION TO AND RECEIVE APPROVAL FROM THE DIRECTOR OF THE DEPARTMENT OF PUBLIC WORKS FOR SAID ALTERATION. ANY ENCLOSING OF DRAINAGE WATERS IN CULVERTS OR DRAINS OR REROUTING THEREOF ACROSS ANY LOT AS MAY BE UNDERTAKEN BY OR FOR THE OWNER OF ANY LOT SHALL BE DONE BY AND AT THE EXPENSE OF SUCH OWNER. TRACTS 998 AND 999 ARE HEREBY GRANTED AND CONVEYED TOGETHER WITH ALL OBLIGATIONS TO MAINTAIN THE TRACTS CONSISTENT WITH CITY CODE, TO LOTS 1 THROUGH 16 WITH AN EQUAL UNDIVIDED INTEREST UPON THE RECORDING OF THIS PLAT SUBJECT TO AN EMERGENCY MAINTENANCE EASEMENT GRANTED AND CONVEYED TO SKAGIT COUNTY. USE OF SAID TRACTS ARE RESTRICTED TO THAT SPECIFIED IN THE APPROVED FINAL PLAT. THE OWNERS OF ALL LOTS WITHIN THE SUBDIVISION SHALL COMPLY WITH THOSE CITY REGULATIONS AND CONDITIONS OF FINAL SUBDIVISION APPROVAL SPECIFIED ON THE PLAT. THE TRACTS SHALL REMAIN AN APPURTENANCE TO AND INSEPARABLE FROM EACH LOT. THIS COVENANT SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF THE OWNERS OF ALL LOTS WITHIN THE SUBDIVISION AND ALL OTHERS HAVING ANY INTEREST IN THE TRACTS OR LOTS.

IN WITNESS WHEREOF WE SET OUR HANDS AND SEALS THIS _____ DAY OF _____ 2004.

Joan Preil
RED TAIL FLATS LLC, A WASHINGTON LIMITED LIABILITY COMPANY
BY: Joan Preil
ITS MANAGER

BENEFICIARIES OF DEEDS OF TRUST
Richard Powers
TITLE: Vice President
WHIDDEY ISLAND BANK

Robert W. Powers
ROBERT W. POWERS

DECLARATION

WE, THE UNDERSIGNED OWNER(S), HEREBY DECLARE THIS PLAT WAS MADE WITH OUR FREE CONSENT AND IN ACCORDANCE WITH OUR WISHES.

Joan Preil
JOAN PREIL



SUMMIT ENGINEERS & SURVEYORS, INC.
2218 OLD HIGHWAY 99 SOUTH ROAD, MOUNT VERNON, WA. 98273
PHONE: (360) 416-4999 FAX: (360) 416-4949
E-MAIL: YSK@SUMMITES.COM

