

**AFTER RECORDING, RETURN TO:**

Mr. Frank J. Brown  
108 2<sup>nd</sup> Avenue South, #403  
Kirkland, WA 98033



200409210127  
Skagit County Auditor

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(Space above this line for Recorder's use only)

<b>DOCUMENT TITLE</b>	<b>EASEMENT AND COVENANTS</b>
<b>REFERENCE NUMBERS OF DOCUMENTS ASSIGNED OR RELEASED</b>	N/A
<b>GRANTOR(S)/BORROWER(S)</b>	Midgie Enterprises, LLC
<b>GRANTEE(S)/ASSIGNEE(S)/BENEFICIARIES</b>	Midgie Enterprises, LLC
<b>LEGAL DESCRIPTION (Abbreviated)</b>	Sec. 4, Twsp 34, Range 2; Ptn SE ¼ - SE ¼  Sec. 9, Twsp 34, Range 2; Ptn Govt Lots 1 and 2  Complete legal description is on Exhibit A of this document
<b>ASSESSOR'S PARCEL NUMBERS</b>	340204-4-019-0100 (P106852); 340209-1-004-0100 (P106855)

**DECLARATION OF  
EASEMENT AND COVENANTS**

The undersigned owner of the property herein described, MIDGIE ENTERPRISES, LLC, a limited liability company organized and operating under the laws of the State of Washington ("Declarant"), does impose as an easement and covenant running with the land the obligation upon the owners and future owners of the property herein described, the permanent, nonexclusive and mutual right to jointly use and the

obligation to share in the cost of maintenance of the Roadway and the Utilities as provided in this instrument (the "Agreement").

1. **Property Benefited by Easement.** The property benefited by the provisions of this Agreement is legally described on the attached Exhibit A.

2. **Property Burdened by Easement.** The property burdened by the provisions of this Agreement is legally described on the attached Exhibit A.

3. **Definitions.** The term "Easement Area" means a ninety-foot (90') diameter cul de sac, a sixty-foot (60') wide strip of land north of the cul de sac, and a fifty-foot (50') wide strip of land south of the cul de sac all for access and utilities as described and depicted on Short Plat Number PL04-0070 (the "Short Plat") recorded under Auditor's File No. 200409210129, records of Skagit County, State of Washington. A copy of the Short Plat is attached as Exhibit B. The term "Roadway" means the road, cul-de-sac and driveway as constructed on the Easement. The term "Utilities" means those facilities and systems for the transmission or other provision of utility services, including, but not limited to, water drainage, detention or retention systems or structures, water mains, sewers, lift stations, water sprinkler system lines, electrical conduits or systems, telecommunication facilities, cable television facilities, gas mains, and any other public or private utilities. The term "Easement" means the rights of use herein created for the benefit of Owners of the Lots. The term "Lot" means any legal lot now existing or hereafter established and which any portion thereof is located within the property herein benefited by the Easement. The term "Owner" means the owner of any Lot.

4. **Easement Created.** Declarant, subject to the terms of this Agreement, hereby declares and establishes for the benefit of the Owner of any Lot, and their heirs successors and assigns, the permanent, nonexclusive and mutual right to use the Easement Area described and depicted on the attached Exhibit B for ingress, egress, utilities and as necessary to comply with any legal requirement. The Easement and the terms and conditions of this Agreement shall run with the land and benefit future Owners and burden future Owners.

5. **Common Use of Easement.** Each Owner is entitled to unrestricted use in, upon, over, under, across and along the Easement Area in common with the other Owners, as a roadway for foot and vehicular ingress and egress by themselves and their invitees, for all Utilities, now and in the future and to comply with any governmental requirement. Provided, that no person shall use or permit the use of the Easement Area so as to materially interfere unreasonably with the use of any other Owner unless such Owner has obtained the prior written consent of all of the Owners.

6. **Maintenance and Repair.** Subject to the terms of this Section, the Owners shall jointly share in the costs of repairing, resurfacing, replacing, maintaining and operating (collectively "Maintenance") the Roadway and the Utilities within the Easement Area in a safe and uniform condition. Maintenance shall not include the improvement or upgrade of the Roadway or the Utilities. Any Owner desiring to undertake Maintenance shall notify the other Owners in writing of its intent. Within two



(2) weeks thereafter, the Owners shall meet to agree upon the type of work, contractor, timing and proposed work schedule ("Maintenance Work"). An agreement shall exist concerning Maintenance Work if the Owners vote to approve such Maintenance Work, provided that the Owner of any Lot may elect to perform Maintenance on that portion of the Roadway located on or directly adjacent to its Lot at its sole expense and without the right of contribution from the other Owners. If Maintenance Work is approved, the Owners shall pay an equal amount for each Lot owned for the cost of such Maintenance Work. Unless otherwise determined by the Owners or the arbitrator, each Owner shall pay its share of the cost of such approved Maintenance Work within thirty (30) days after the cost of such Maintenance Work is known.

**7. Quality of Work; Utility Easement.** Maintenance Work by Owners shall be performed (a) in accordance with applicable laws, regulations and permits, (b) in a lien-free, professional and safe manner, and (c) with due diligence at reasonable times and in a reasonable manner so as not to block access and to minimize any disturbance to or interference with the other Owners. Immediately upon completion of the work, the Owners initiating the work shall ensure restoration of any disturbed roadway, driveway and utility improvements within the Easement Area, and repair of any damage caused by the work to any property located outside of the Easement Area, to substantially the same condition as existed before the work. Each Owner may grant permission to utilities to utilize the Easement Area for utility service to their respective properties, subject to the conditions set forth in this Section.

**8. Temporary License.** Each Owner hereby grants to the other Owners a temporary license for access and passage over and across the granting Owner's Lot to the extent reasonably necessary for any Owner to construct and/or maintain improvements upon its Lot and the Easement Area; provided, however, that such license shall be in effect only during periods when actual construction and/or maintenance is being performed, and provided further that the use of such license shall not unreasonably interfere with the use of the granting Owner's Lot. Prior to exercising the rights granted herein, an Owner shall provide each granting Owner with a written statement describing the need for such license. The Owner shall promptly pay all costs and expenses associated with such work, shall complete such work as quickly as possible, and shall promptly clean and restore the affected portion of the granting Owner's Lot to a condition which is equal to or better than the condition which existed prior to the commencement of such work.

**9. Projects on Individual Lots.** If an Owner causes damage to the Roadway or to the Utilities, over and above the routine wear and tear from normal usage, as a result of a building project or other construction project on that Owner's Lot, then that Owner shall be liable for any such damage to the Roadway and to the Utilities. The Owner who initiated such project on its Lot shall be required to repair any such damage in accordance with the Quality of Work standards in this Agreement and the other Owners shall not have liability for any such repair and restoration work required to be performed by such Owner pursuant to this Section.



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**10. Assessments.** The Owners or the arbitrator shall estimate the cost of maintenance, improvements, repairs and replacement that will be necessary. The estimated cost shall be an assessment, divided between the Owners in an equal amount for each Lot owned. Each Owner must, at such intervals as determined by agreement or arbitration, pay their shares of the assessment to the contractor, or to an account opened for the purpose of making such payment upon satisfactory completion of the work. If the estimated cost of maintenance, improvement, repairs or replacement is insufficient to meet the actual cost, the Owners shall immediately pay the additional amount. The Owners may also establish a reserve against contract contingencies and emergency repairs, by agreement or as a part of an arbitration order.

**11. Payment of Assessments/Lien.** Each Owner agrees to pay promptly any assessment when due. Failure to pay the assessment agreed upon or ordered by an arbitrator within thirty days of its due date shall entitle any other Owner to pay the assessment on behalf of the nonpaying Owner and to subject the nonpaying Owner's Lot to a lien which may be recorded and shall be in favor of the Owner who has paid the delinquent assessment. A notice of lien shall be recorded in the County in which the property is located. The notice of lien shall include a description of the nonpaying Owner's property, a reference by recording number to this Agreement, the amount due including interest, the name of the Owner filing the lien, and an address and phone number through which others interested in the property may communicate with the Owner filing the lien. The lien shall attach from the date a claim of a lien is recorded and may be enforced in any manner allowed by law, including, but not limited to by suit in the nature of an action to foreclose a mortgage or mechanic's lien under the applicable provisions of the laws of the State of Washington. The Owner who recorded the claim of lien shall release the claim of lien once the costs and expenses secured by the lien have been paid in full.

**12. Interest.** Unless otherwise agreed by the Owners or as otherwise determined by a vote of the Owners or by an arbitrator, assessments are due and payable on or before a date ten (10) days from the date the expense is incurred (the "due date") for repair, maintenance or replacement of the Roadway and the Utilities. In the event an assessment is not paid when due, and another Owner advances payment on behalf of the nonpaying Owner, the nonpaying Owner shall be further assessed interest at 12% per annum from the due date until the assessment is paid and the actual damages incurred by the other Owner as a result of the nonpaying Owner's default.

**13. Owner Determinations; Voting; Designation of Voting Representative.** Except as otherwise specifically provided in this Agreement, or as otherwise agreed in writing by all of the Owners, all votes, decisions and determinations of the Owners shall be made by the affirmative majority vote of the Owners. If a person (including Declarant) owns more than one Lot, such person shall have one vote for each Lot owned. In the case of a deadlock vote, the determination of the Owners shall mean a majority vote of the then assessed values of the Owner's Lots with each Owner given one (1) vote for each dollar of assessed value. For the purposes of this Agreement, Owners shall mean either the fee simple owners of a Lot or, in the event of a sale by way of a real estate contract, the vendees under a contract of sale. If there is more than one Owner of a particular Lot



the Owners of the Lot shall designate in writing a person to vote on any issues. The failure of the Owners of a Lot to agree on a single person for such purposes prior to a vote shall nullify their right to vote on the subject in question at the time.

**14. Dedication.** Notwithstanding any other provision of this Agreement, either Declarant or the Owners shall have the right to dedicate the Easement Area, or any portion thereof, as a public road or for any other public use to Skagit County or to any other governmental authority with jurisdiction over the Easement.

**15. Cooperation; No Opposition to Future Subdivision.** It is anticipated that from time to time one or more of the Owners may desire to further subdivide a Lot. Each Owner shall fully cooperate in documenting and completing the future subdivision of any Lot, or portion thereof, provided, that such cooperating Owner shall incur no material liability and/or expense in connection therewith. No Owner shall oppose in any way the efforts of any other Owner to subdivide all or any portion of a Lot.

**16. Dispute Resolution; Attorney's Fees.** Any dispute under this Agreement shall be resolved through a two-step dispute resolution process. The first step shall be mediation at the offices of the Mediator. The Mediator shall be a person agreed by the Owners, or if no such agreement is reached within ten (10) days of a mediation request by any Owner, the Mediator shall be determined by a vote of the Owners. If possible, the mediation shall be completed within fourteen (14) days after an Owner requests mediation. If the dispute is unresolved after completion of mediation, the second step shall be to submit the dispute to arbitration. The decision of the arbitrator shall be binding and shall, if possible, be completed within thirty (30) days following the date mediation was completed. The decision of the arbitrator shall be final and binding upon the parties without appeal or further review. Each Owner shall pay its own fees and costs for mediation, except each shall pay a pro-rata share of the fees and costs of the mediator. In any arbitration or other suit involving this Declaration, if a prevailing party is specifically identified by the judge or arbitrator, the prevailing party shall be entitled to recover its attorney's fees, costs and expenses relating to the dispute, including reasonable fees, expenses and disbursements relating to any arbitration. If the parties cannot agree upon an arbitrator then any party may petition the Superior Court of the State of Washington in Skagit County to identify an arbitrator.

**17. General.**

**17.1. Applicable Law.** This Agreement shall be construed in accordance with and all disputes hereunder shall be governed by the law of the State of Washington.

**17.2. Amendments.** Written amendments may be made to this Agreement only by a seventy-five percent (75%) or more affirmative vote of the Owners, provided, however, that the unanimous consent of all Owners shall be required for adoption of either (a) an amendment changing the voting power appurtenant to each Lot, or (b) an amendment of this Section 17.2. No change in or amendment to the Agreement shall be valid unless set forth in writing.





Notary Signature

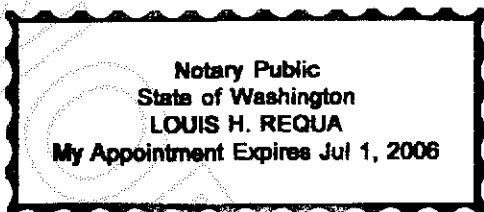
Louis H. Requa

Print/Type Name

Notary Public in and for the State of  
Washington,

residing at Sedro-Walley, WA

My appointment expires July 1, 2006



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**EXHIBIT A TO DECLARATION OF EASEMENT AND COVENANTS**

**Legal Description of Property**

Land situated in the State of Washington, County of Skagit and described as follows:

Parcel "A":

The Southeast ¼ of the Southeast ¼ of Section 4, Township 34 North, Range 2 East, W.M.; EXCEPT that certain 60 foot strip conveyed to Skagit County for road purposes by Deed dated March 29, 1894, and recorded March 30, 1894, in Volume 28 of Deeds, Page 515; AND ALSO EXCEPT the following described tracts:

- 1.) Commencing at the Northwest corner of said subdivision; thence South, 150 feet along the West line thereof; thence East, 100 feet parallel to the North line of said subdivision; thence North, 150 feet to said North line of said Southeast ¼ of the Southeast ¼; thence West, 100 feet, more or less, along said North line to the point of beginning.
- 2.) That portion of the Southeast ¼ of the Southeast ¼ lying Easterly of the following described line:

Beginning at the Southeast corner of said subdivision; thence South 89 degrees 02' 43" West along the South line thereof, a distance of 672.32 feet to the true point of beginning of said line; thence North 02 degrees 57' 37" East, a distance of 702.16 feet; thence North 12 degrees 05' 04" West, a distance of 594.48 feet to the North line of said subdivision and the terminus of said line.

Parcel "B":

Government Lots 1 and 2, of Section 9, Township 34 North, Range 2 East, W.M., EXCEPT that portion of the above the described Parcels lying Easterly of the following described line:

Beginning at the Northeast corner of said Section 9; thence South 89 degrees 02' 43" West along the North line thereof, a distance of 672.32 feet to the true point of beginning of said line; thence South 21 degrees 44' 42" East, a distance of 619.22 feet; thence South 00 degrees 34' 41" East, a distance of 644.17 feet; thence South 22 degrees 12' 49" West, a distance of 283.19 feet; thence South 16 degrees 49' 38" West, a distance of 530.00 feet; thence South 23 degrees 24' 46" West, a distance of 1668.14 feet to the line of ordinary high water of Similk Bay and the terminus of said line.

AND EXCEPT that portion of Government Lot 2 of said Section 9, lying Southerly and Westerly of the following described line:



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Commencing at the Southwest corner of said Government Lot 2; thence North 00 degrees 47' 21" East along the west line of said Government Lot 2, a distance of 642.60 feet to the true point of beginning; thence South 72 degrees 51' 40" East, 585.98 feet; thence South 24 degrees 02' 12" West, 1486.49 feet to the line of ordinary high water of Similk Bay and the terminus of the herein described line,

TOGETHER WITH a non-exclusive easement for ingress, egress and utilities as included and described by instrument recorded October 9, 1995, under Auditor's File No. 9510090036.



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**EXHIBIT B TO DECLARATION OF EASEMENT AND COVENANTS**

**Copy of Short Plat PL04-0070**

**[Attach copy of the Short Plat]**



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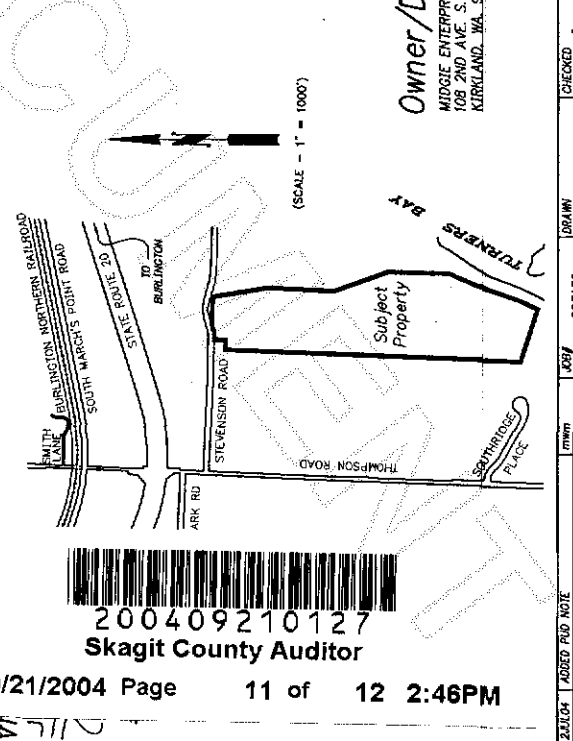
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**Survey in the SE1/4 of the SE1/4 of Section 4, and in Gov't Lot 1, (the NE1/4 of the NE1/4), Short Plat No. PLO4-0070 and Gov't Lot 2, (the SE1/4 of the NE1/4), of Section 9, Twp. 34 N., Rng. 2 E., W.M.**

**Notes**

1. SHORT PLAT NUMBER AND DATE OF APPROVAL SHALL BE INCLUDED IN ALL DEEDS AND CONTRACTS.
2. ALL MAINTENANCE AND CONSTRUCTION OF ROADS SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION WITH THE LOT OWNERS AS MEMBERS. SEE MAINTENANCE AGREEMENT FILED IN A.F.# \_\_\_\_\_
3. IN NO CASE SHALL THE COUNTY ACCEPT A DEDICATION OR ANY OBLIGATION AS TO ANY SUCH ROAD, STREET, AND/OR ALLEY UNTIL THE SAME AND ALL ROADS, 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 DEED HAS BEEN TRANSFERRED TO AND ACCEPTED BY THE COUNTY.
4. BASIS-OF-BEARINGS - ASSUMED N89°02'43"E ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 9.
5. ZONING - RURAL RESERVE (RRV)
6. SEWER - INDIVIDUAL ON-SITE SPECIAL DESIGN, CONSTRUCTION, AND MAINTENANCE REQUIREMENTS. SEE HEALTH OFFICER SHORT PLAT WHICH MAY HAVE SPECIAL DESIGN, CONSTRUCTION, AND MAINTENANCE REQUIREMENTS.
7. THIS SURVEY WAS ACCOMPLISHED BY FIELD TRAVERSE USING: 3 SECOND OR BETTER DIGITAL ELECTRONIC TOTAL STATION, AND MEETS OR EXCEEDS THE STANDARDS CONTAINED IN WAC 332-130-090.
8. NO BUILDING PERMIT SHALL BE ISSUED FOR ANY RESIDENTIAL AND/OR COMMERCIAL STRUCTURES WHICH ARE NOT AT THE TIME OF APPLICATION, DETERMINED TO BE WITHIN AN OFFICIAL DESIGNATED BOUNDARY OF A SKAGIT COUNTY FIRE DISTRICT.
9. A SKAGIT COUNTY ADDRESS RANGE HAS BEEN APPLIED TO 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. CHANGE IN LOCATION OF ACCESS, MAY NECESSITATE A CHANGE OF ADDRESS. CONTACT SKAGIT COUNTY PLANNING AND PERMIT CENTER.
10. ALL RUNOFF FROM IMPERVIOUS SURFACES AND ROOF DRAINS SHALL BE DIRECTED SO AS NOT TO ADVERSELY EFFECT ADJACENT PROPERTIES.
11. WATER - PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY, AT THE TIME OF RECORDING, THIS PLAT IS WITHIN THE SERVICE AREA OF PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY. IF THERE IS ADDITIONAL SUBDIVISION OF PROPERTIES SHOWN ON THIS PLAT, THE PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY MAY REQUIRE EXTENSION OF THE WATER PIPELINE BEYOND THE END OF THE CUL-DE-SAC.
12. SUBJECT PROPERTY MAY BE ENCUMBERED BY EASEMENTS OR RESERVATIONS CONTAINED IN DOCUMENTS FILED IN A.F.#14148; A.F.#108593; A.F.#184186; A.F.#526819; A.F.#52444; A.F.#550862; A.F.#77847; A.F.#907070037; A.F.#907070047; A.F.#901909065; A.F.#20101266086; A.F.#20030300007; A.F.#200306260144.
13. SEE PROTECTED CRITICAL AREA AGREEMENT FILED IN A.F.# \_\_\_\_\_
14. 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 PUD TO DO ALL THINGS NECESSARY OR PROPER IN THE CONSTRUCTION AND MAINTENANCE OF A WATER LINE, LINES OR RELATED FACILITIES, INCLUDING THE RIGHT TO CONSTRUCT, OPERATE, MAINTAIN, INSPECT, IMPROVE, REMOVE, RESTORE, ALTER, REPLACE, RELOCATE, CONNECT TO AND LOCATE AT ANY TIME A PIPE OR PIPES LINE OR LINES OR RELATED FACILITIES, ALONG WITH NECESSARY APPURTENANCES FOR THE TRANSPORTATION OF WATER OVER, ACROSS, ALONG, IN AND UNDER THE LANDS AS SHOWN ON THIS PLAT TOGETHER WITH THE RIGHTS OF INGRESS TO AND EGRESS FROM SAID LANDS ACROSS ADJACENT LANDS OF THE GRANTOR; ALSO, THE RIGHT TO CUT AND/OR TRIM ALL BRUSH, TIMBER, TREES OR OTHER GROWTH STANDING OR GROWING UPON THE LANDS OF THE GRANTOR WHICH, IN THE OPINION OF THE DISTRICT, CONSTITUTES A MENACE OR DANGER TO SAID LINE OR TO PERSONS OR PROPERTY BY REASON OF PROXIMITY TO THE LINE. THE GRANTOR AGREES THAT TITLE TO ALL TIMBER, BRUSH, TREES, OTHER VEGETATION OR DEBRIS TRIMMED, CUT, AND REMOVED FROM THE EASEMENT PURSUANT TO THIS AGREEMENT IS VESTED IN THE DISTRICT.
15. IN NO CASE SHALL COUNTY ACCEPT DEDICATION OR ANY OBLIGATION AS TO ANY ROAD, STREET, AND/OR ALLEY UNTIL THE SAME AND ALL ROADS, 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 DEED HAS BEEN TRANSFERRED TO AND ACCEPT BY THE COUNTY.



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**Owner/Developer**  
MIDGIE ENTERPRISES LLC  
108 2ND AVE. S. #403  
KIRKLAND, WA. 98033-6585

**Legal Description**

**PARCEL "A":**  
THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 34 NORTH, RANGE 2 EAST, W.M., EXCEPT THAT CERTAIN 60 FOOT STRIP CONVEYED TO SKAGIT COUNTY FOR ROAD PURPOSES BY DEED DATED MARCH 29, 1894, AND COMMENCED MARCH 30, 1894, IN VOLUME 28 OF DEEDS, PAGE 515, AND ALSO EXCEPT THE FOLLOWING DESCRIBED TRACTS: 1. COMMENCING AT THE NORTHWEST CORNER OF SAID SUBDIVISION; THENCE SOUTH, 150 FEET ALONG THE WEST LINE THEREOF; THENCE EAST, 100 FEET PARALLEL TO THE NORTH LINE OF SAID SUBDIVISION; THENCE NORTH, 150 FEET TO SAID NORTH LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE WEST, 100 FEET MORE OR LESS, ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.  
2. THAT PORTION OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE:  
BEGINNING AT THE SOUTHWEST CORNER OF SAID SUBDIVISION; THENCE SOUTH 89 DEGREES 02'43" WEST ALONG THE SOUTH LINE THEREOF, A DISTANCE OF 672.32 FEET TO THE TRUE POINT OF BEGINNING OF SAID LINE; THENCE NORTH 02 DEGREES 57'37" EAST, A DISTANCE OF 702.18 FEET; THENCE NORTH 12 DEGREES 05'04" WEST, A DISTANCE OF 594.48 FEET TO THE NORTH LINE OF SAID SUBDIVISION AND THE TERMINUS OF SAID LINE.

**PARCEL "B":**  
GOVERNMENT LOTS 1 AND 2 OF SECTION 9, TOWNSHIP 34 NORTH, RANGE 2 EAST, W.M., EXCEPT THAT PORTION OF THE ABOVE DESCRIBED PARCELS LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE:  
BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 9; THENCE SOUTH 89 DEGREES 02'43" WEST ALONG THE NORTH LINE THEREOF, A DISTANCE OF 672.32 FEET TO THE TRUE POINT OF BEGINNING OF SAID LINE; THENCE SOUTH 21 DEGREES 44'42" EAST, A DISTANCE OF 619.29 FEET; THENCE SOUTH 00 DEGREES 34'41" EAST, A DISTANCE OF 644.17 FEET; THENCE SOUTH 22 DEGREES 12'49" WEST, A DISTANCE OF 283.19 FEET; THENCE SOUTH 16 DEGREES 49'38" WEST, A DISTANCE OF 530.00 FEET; THENCE SOUTH 23 DEGREES 24'46" WEST, A DISTANCE OF 1668.14 FEET TO THE LINE OF ORDINARY HIGH WATER OF SIMILK BAY, AND THE TERMINUS OF SAID LINE AND EXCEPT THAT PORTION OF GOVERNMENT LOT 2, OF SAID SECTION 9, LYING SOUTHERLY AND WESTERLY OF THE FOLLOWING DESCRIBED LINE:  
COMMENCING AT THE SOUTHWEST CORNER OF SAID GOVERNMENT LOT 2; THENCE NORTH 00 DEGREES 47'21" EAST ALONG THE WEST LINE OF SAID GOVERNMENT LOT 2, A DISTANCE OF 642.60 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 72 DEGREES 51'40" EAST, 565.99 FEET; THENCE SOUTH 24 DEGREES 02'12" WEST, 1486.49 FEET TO THE LINE OF ORDINARY HIGH WATER OF SIMILK BAY AND THE TERMINUS OF THE HEREIN DESCRIBED LINE TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND UTILITIES AS INCLUDED AND DESCRIBED BY INSTRUMENT RECORDED OCTOBER 9, 1995 UNDER AUDITOR'S FILE NO. 9510990036.

**Consent**

KNOW ALL MEN BY THESE PRESENTS THAT WE THE UNDERSIGNED SUBDIVIDERS HEREBY CERTIFY THAT THIS SHORT PLAT IS MADE AS OUR FREE AND VOLUNTARY ACT AND DEED.

**Acknowledgments**

MIDGIE ENTERPRISES LLC  
STATE OF WASHINGTON, COUNTY OF \_\_\_\_\_  
I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT \_\_\_\_\_ SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE/SHE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS HIS/HER OWN ACT AND DEED FOR THE PURPOSES AND PURPOSES MENTIONED IN THE INSTRUMENT.  
NOTARY SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_  
DATE \_\_\_\_\_ MY APPOINTMENT EXPIRES \_\_\_\_\_

**Treasurer's Certificate**

THIS IS TO CERTIFY THAT ALL TAXES HERETOFORE LEVIED AND WATCH 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 200\_\_.

SKAGIT COUNTY TREASURER \_\_\_\_\_ DATE \_\_\_\_\_  
SHORT PLAT ADMINISTRATOR \_\_\_\_\_ COUNTY ENGINEER \_\_\_\_\_  
THE WITHIN AND FOREGOING SHORT PLAT IS APPROVED IN ACCORDANCE WITH THE PROVISIONS OF SKAGIT COUNTY CODE TITLE 14.18 (LAND DIVISIONS) THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 200\_\_.

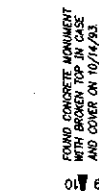
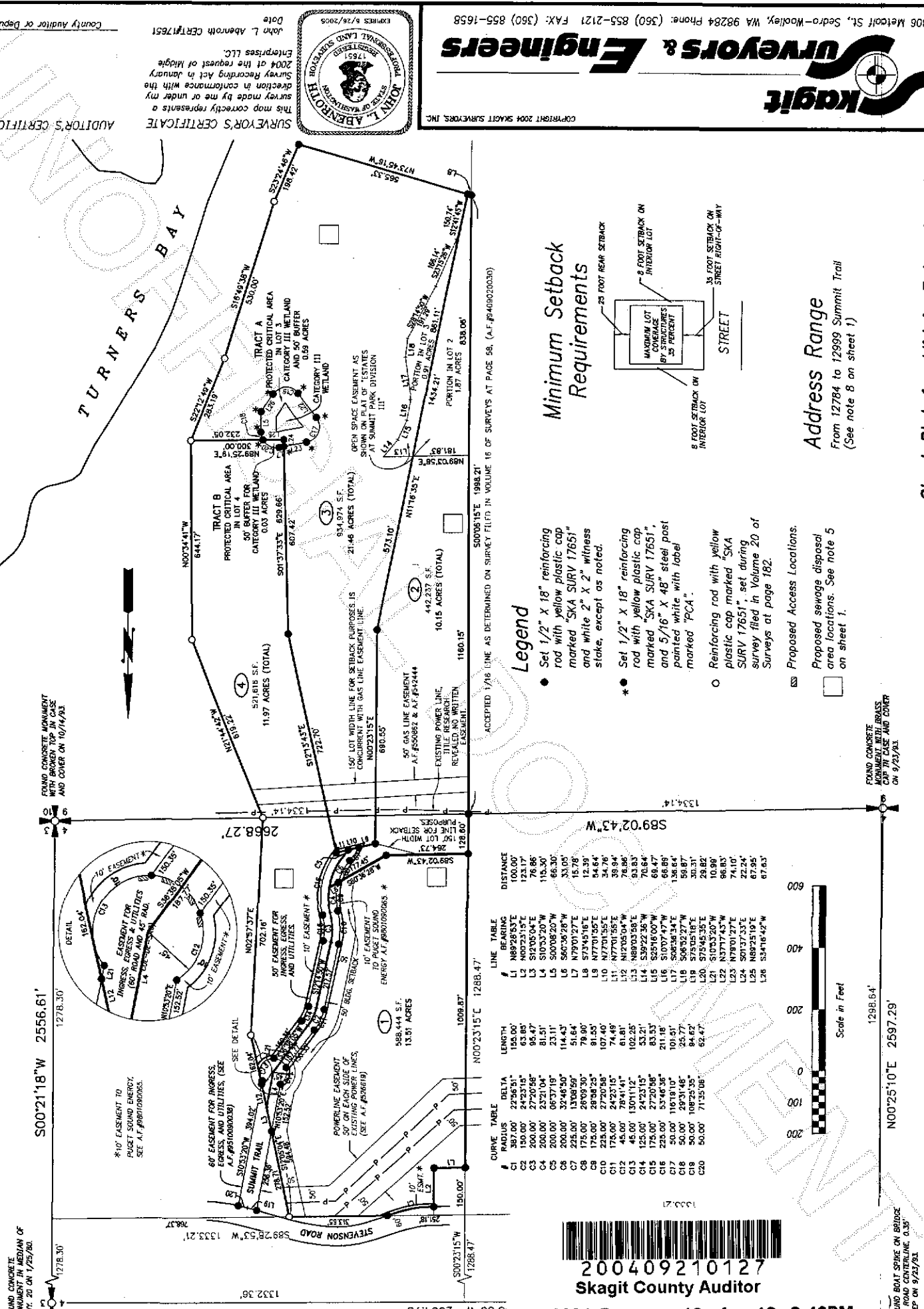
THE WITHIN AND FOREGOING SHORT PLAT IS APPROVED IN ACCORDANCE WITH THE PROVISIONS OF SKAGIT COUNTY CODE TITLE 12.05 (ON-SITE SEWAGE) AND 12.48 (WATER) THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 200\_\_.

SKAGIT COUNTY HEALTH OFFICER \_\_\_\_\_

**AUDITOR'S CERTIFICATE**  
This map correctly represents a survey made by me or under my direction in conformance with the Survey Recording Act in January 2004 at the request of Midgie Enterprises LLC.  
John L. Abernethy CERT#17651  
County Auditor or Deputy Auditor  
Date \_\_\_\_\_

**Skagit Surveyors & Engineers**  
808 Metcalf St., Sedro-Woolley, WA 98284 Phone: (360) 855-2121 FAX: (360) 855-1658  
COPYRIGHT 2004 SKAGIT SURVEYORS, INC.

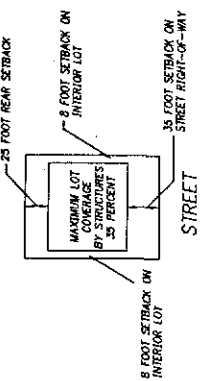
Survey in the SE1/4 of the SE1/4 of Section 4, and in Gov't Lot 1, (the NE1/4 of the NE1/4), Short Plat No. PL04-0070 and Gov't Lot 2, (the SE1/4 of the NE1/4), of Section 9, Twp. 34 N., Rng. 2 E., W.M.



**Legend**

- Set 1/2" X 18" reinforcing rod with yellow plastic cap marked "SKA SURV 17651" and white 2" X 2" witness stake, except as noted.
- Set 1/2" X 18" reinforcing rod with yellow plastic cap marked "SKA SURV 17651", and 5/16" X 48" steel post painted white with label marked "PCA".
- Reinforcing rod with yellow plastic cap marked "SKA SURV 17651" set during survey filed in Volume 20 of Surveys at page 162.
- Proposed Access Locations.
- Proposed sewage disposal area locations. See note 5 on sheet 1.

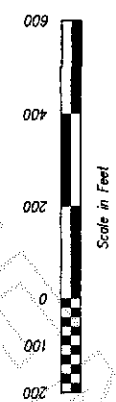
**Minimum Setback Requirements**



**Address Range**  
From 12784 to 12999 Summit Trail  
(See note 8 on sheet 1)

ACCEPTED 1/16 LINE AS DETERMINED ON SURVEY FILED IN VOLUME 16 OF SURVEYS AT PAGE 58. (A.F.#040020030)

#	RADIUS	DELTA	LENGTH	BEARING	DISTANCE
C1	387.00	27°56'51"	155.00	L1 N89°28'53"E	100.00
C2	190.00	24°25'15"	63.85	L2 N00°23'15"E	123.17
C3	200.00	27°20'58"	95.47	L3 S12°05'04"E	76.96
C4	200.00	23°21'04"	81.51	L4 S10°33'20"W	110.50
C5	200.00	35°24'48"	123.11	L5 S00°08'20"W	66.30
C6	208.00	13°09'50"	151.64	L6 S96°36'28"W	33.05
C7	175.00	28°09'30"	78.00	L7 N79°01'27"E	15.78
C8	175.00	28°09'30"	78.00	L8 N79°01'27"E	15.78
C9	175.00	28°09'30"	78.00	L9 N79°01'27"E	15.78
C10	235.00	27°20'58"	107.40	L10 N27°01'55"E	34.74
C11	175.00	78°41'41"	61.81	L11 N27°01'55"E	30.94
C12	45.00	130°11'12"	102.25	L12 N21°05'04"E	83.83
C13	125.00	24°25'15"	53.21	L13 N89°03'58"E	76.86
C14	125.00	24°25'15"	53.21	L14 S39°22'36"W	70.64
C15	175.00	27°20'58"	83.53	L15 S25°16'00"W	68.47
C16	235.00	53°46'36"	211.18	L16 S10°07'47"W	66.89
C17	50.00	116°18'10"	101.51	L17 S08°56'34"E	136.64
C18	50.00	29°31'46"	25.77	L18 S08°56'34"E	59.87
C19	50.00	106°25'35"	84.62	L19 S73°05'18"E	30.31
C20	50.00	71°55'08"	64.47	L20 S73°05'18"E	29.82
C21	50.00	71°55'08"	64.47	L21 N73°05'18"E	10.99
C22	50.00	71°55'08"	64.47	L22 N73°05'18"E	96.10
C23	50.00	71°55'08"	64.47	L23 N73°05'18"E	96.10
C24	50.00	71°55'08"	64.47	L24 S01°37'33"E	72.24
C25	50.00	71°55'08"	64.47	L25 N82°51'0"E	67.85
C26	50.00	71°55'08"	64.47	L26 S34°16'42"W	67.83



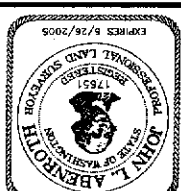
200409210127  
Skagit County Auditor

FOUND BOAT SPIKE ON BRIDGE AT ROAD CENTERLINE 0.35' DEP ON 9/25/93.

DATE	BY	REVISED	DRAWN	STATION	CHECKED	DATE	SCALE	SHEET
							1" = 200'	2 of 2

Short Plat for Midgie Enterprises LLC

**Skagit Surveyors & Engineers**  
806 Metcalf St., Sedro-Woodley, WA 98284 Phone: (360) 855-2121 FAX: (360) 855-1658  
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SURVEYOR'S CERTIFICATE  
This map correctly represents a survey made by me or under my direction in conformance with the Survey Recording Act in January 2004 at the request of Midgie Enterprises LLC.  
John L. Abernethy CERT#17651  
Date \_\_\_\_\_  
County Auditor or Deputy Auditor \_\_\_\_\_

AUDITOR'S CERTIFICATE

Exhibit B