

Return to:
Resource Transition Consultants
144 Railroad Ave #310
Edmonds, WA 98020



201401300031

Skagit County Auditor

\$92.00

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9:32AM

Document Title: Order Appointing General Receiver

Reference Number: No. 13-2-02030-3

Grantor(s):

additional grantor names on page ___

1. Dolphin Cove, LLC

2.

Grantee(s):

additional grantee names on page ___

1. Juniper Loan Servicing Corp.

2.

Abbreviated legal description:

full legal on page(s) 18 & 19

Exhibit A & Exhibit B

Lt 8 Lake Campbell to Anacortes

Assessor Parcel / Tax ID Number:

additional tax parcel number(s) on page ___

Skagit Cty Auditor File #

201104010031

San Juan Cty Auditor File #

2011-0401007

P60768

Thursday, January 16, 2014

Time: 08:15:07 PST

Digitally Certified By: Sandra Peebles Deputy Clerk Skagit County, Washington State

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SUPERIOR COURT OF WASHINGTON IN AND FOR SKAGIT COUNTY

JUNIPER LOAN SERVICING CORPORATION, a Washington corporation, as successor-in-interest to Olympic Coast Investment, Inc.,

Petitioner,

v.

DOLPHIN COVE, LLC, a Washington limited liability company,

Defendant.

No. 13-2-02030-3

ORDER APPOINTING GENERAL RECEIVER

19

This matter came on for hearing before the undersigned upon the Petition of Juniper Loan Servicing Corporation ("Petitioner") for Appointment of a General Receiver.

I. FINDINGS

The Court, being fully informed, makes the following findings:

A. Appointment.

The appointment of Resource Transition Consultants LLC as general receiver to take possession and control of all of Defendant's real and personal property pledged as collateral under that certain Deed of Trust dated as of February 23, 2009 and recorded in San Juan County, Washington, under Auditor's File No. 2009-0226012, that certain Deed of Trust dated March 23, 2011 and recorded under San Juan County Auditor's File No. 2011-0401007, and that certain Deed of Trust dated March 23, 2011 and recorded under Skagit County Auditor's File No. 201104010031 (the "Deeds of Trust"), with exclusive authority to collect the rents, issue, and

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FOSTER PEPPER PLLC
1111 TURNER AVENUE SUITE 2000



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1 profits from said collateral and possess, manage, operate, lease, improve, protect, liquidate and
2 deliver said collateral, is appropriate pursuant to RCW 7.60.025(1)(a), (b)(i), (b)(ii), (i) and (nn),
3 and ¶ 7 of the Deed of Trust.

4 **B. The Collateral.**

5 The collateral, which shall hereinafter constitute property of the receivership estate,
6 includes all of the real and personal property collateral described in the Deeds of Trust and any
7 UCC financing statements filed with the Washington Department of Licensing pursuant to the
8 Deeds of Trust, including, but not limited to, the real property described on Exhibits A and B
9 hereto and all present, past due and future rents, revenues, income, profits and other benefits
10 derived from said real property (collectively, the "Collateral"). The property described on Exhibit
11 A hereto shall be referred to herein as the "Skagit Property," and the property described on
12 Exhibit B hereto shall be referred to herein as the "San Juan Property."

13 **C. Qualification of Receiver.**

14 The Receiver is not interested in this action and is competent and qualified to act as the
15 receiver of the Collateral.

16 **D. Consent to Appointment of General Receiver.**

17 The Deeds of Trust specifically include Defendant's consent to the appointment of a
18 receiver upon an event of default. Defendant is presently in default under the promissory notes
19 secured by the Deeds of Trust, and the Deeds of Trust, for failing to comply with their terms,
20 including, but not limited to, failing to timely make monthly principal, interest and late charges
21 due under the notes, failing to pay property taxes, and permitting the real property described on
22 Schedule B hereto to be transferred without consent of the beneficiary under the applicable deed
23 of trust.



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FOSTER PEPPER PLLC
1111 THIRD AVENUE, SUITE 3400
SEATTLE, WASHINGTON 98101-3299
PHONE (206) 447-4400 FAX (206) 447-9700

E. Satisfaction of Statutory Conditions for Appointment of a Receiver.

Appointment of a receiver is reasonably necessary and other available remedies either are not available or are inadequate, and conditions for appointment of a receiver under RCW 7.60.025(1)(a), (b)(i), (b)(ii), (i) and (nn) are otherwise satisfied.

II. CONCLUSIONS

Appointment of a receiver can properly be ordered in this action in accordance with the provisions of RCW 7.60.025(1)(a), (b)(i), (b)(ii), (i) and (nn). The term "Receivership" as used herein shall mean the action commenced herein whereby the general receiver has been granted authority to possess, manage, operate, lease, improve, protect, and liquidate all of Defendant's property and use his best efforts to seek dissolution of Defendant in accordance with this Order, Chapter 7.60 RCW, and the proceedings herein.

III. ORDER

A. Appointment of the Receiver.

Resource Transition Consultants LLC (the "Receiver") is appointed as a general receiver to exclusively possess and control all of Defendant's real and personal property (the "Property") and to possess, manage, operate, lease, improve, protect and liquidate the Property; to collect any rents, income, profits and proceeds therefrom; pay costs and expenses related thereto; and wind up Defendant's affairs.

During the term of the Receiver's appointment, and until further order of the Court, the Property shall remain under the Receiver's authority and control and shall not be subject to the approval or control of any of the parties to this matter, but shall be subject only to the Court's direction in the fulfillment of the Receiver's duties.



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1 B. The Receiver's Bond and Fees.

2 1. The Receiver's Bond.

3 Before entering upon its duties under this Order, the Receiver shall execute and
4 file with the Clerk of Court a bond in the amount of \$1,000.00 to secure performance of the
5 Receiver's duties hereunder.

6 2. The Receiver's Fee.

7 The Receiver shall be compensated in accordance with the procedures set forth in
8 § III.D.3 herein.

9 C. The Receiver's Powers and Duties.

10 Unless and until otherwise ordered by the Court, the Receiver shall be charged with
11 exclusive possession of the Property and the power and authority to take such actions as are or
12 may be necessary to possess, manage, operate, lease, improve, protect and liquidate the Property
13 and any proceeds thereof, as more particularly described in this Order. Specifically and not by
14 limitation, the Receiver is vested with all powers set forth in RCW 7.60.060(1) and 7.60.260,
15 including, without limitation, the following rights, powers and duties:

16 1. To take and keep possession of the Property, including but not limited to
17 taking possession of the rents, income, profits, monies, contracts, fixtures, equipment,
18 furnishings, records, inventory, assets, royalties, receivables and accounts, which now or
19 hereafter may be due from the operation of any business connected with the Receivership estate,
20 including such rents, license fees, income and profits currently held in bank accounts for the
21 Property.

22 2. To do all things necessary to conduct an analysis of the Property,
23 including but not limited to reviewing current operations, competition costs, historic operating
24 results, and the facilities, and to determine the necessary actions for the Property's liquidation.
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1 3. To manage the Property, including the power to receive, endorse and
2 deposit checks pertaining to the Property into the Receiver's bank account as described in
3 § III.D.1.

4 4. To take possession of and/or obtain copies of such books and records,
5 ledgers, financial statements, financial reports and all other business records (including, but not
6 limited to, information contained on computers and any and all software relating thereto, as well
7 as all bank records, statements, budgets, rent rolls, sales records, personnel records, real estate
8 tax records, construction and other bonds, governmental agency permits and approvals, building
9 permits, plans, surveys, architectural, contractor and subcontractor agreements, and architectural
10 and engineering plans, specifications, drawings, and reports for the buildings and improvements)
11 pertaining to the Property, and any income derived therefrom, and pertaining to Defendant's
12 owners, agents, servants, employees or representatives, and all persons or entities acting under or
13 in concert with Defendant, wherever located, as the Receiver deems necessary for the
14 performance of his duties hereunder.

15 5. To terminate in accordance with their terms any unexpired contracts of
16 Defendant, including, without limitation, contracts the Receiver deems in his sole discretion to
17 be burdensome to the Receivership estate.

18 6. To enter into new lease agreements, and amend or modify existing lease
19 agreements.

20 7. To do any act or incur any costs or expenses within the ordinary course of
21 business, without further order of the Court.

22 8. To pay from funds derived from the Property all expenses incurred
23 pursuant to the Receiver's authority under this Order.

24 9. To contract for public utilities and other services, including garbage
25 services, that are reasonably necessary for the management, maintenance and operation of the
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1 Property, and to contract with or hire, pay, direct and discharge all persons and/or professionals
2 deemed necessary by the Receiver for the operation, maintenance and protection of the Property.

3 10. To select, employ and pay such legal counsel, accountants, property
4 managers, marketing professionals and any other professionals as may be necessary to represent
5 or assist the Receiver.

6 11. To maintain for the Property commercial general liability insurance and
7 casualty insurance against all risks.

8 12. To demand upon the U.S. Postal Service that it grant exclusive possession
9 and control of mail, including such postal boxes as may have been used by Defendant for the
10 Property, and that it direct that certain mail related to the Property be re-directed to the Receiver.

11 The Receiver is authorized to open all mail addressed to Defendant, its agents, servants,
12 employees and representatives and all persons acting or who have acted in concert with
13 Defendant.

14 13. To keep current, accurate records of all receipts and disbursements, and
15 permit Defendant to examine those records at any reasonable time upon written request.

16 14. To deliver a copy of this Order to all servicers, depositories, banks,
17 brokerages, credit card companies and financial institutions (collectively, the "Financial
18 Institutions") having accounts that are used for the deposit, collection, transfer, payment or
19 maintenance of funds arising from or related to the operation of the Property. Upon delivery of
20 this Order, the Financial Institutions shall allow the Receiver to take possession of and exercise
21 control over all such accounts open in the name of Defendant or its owners, agents or
22 representatives at such Financial Institutions. The Financial Institutions shall also provide to the
23 Receiver copies of any records the Receiver may request regarding any such accounts. To the
24 extent the Receiver is unable to obtain control over any account related to the Property that is
25 maintained by or on behalf of Defendant or its owners, agents or representatives, the Receiver
26 shall file a motion with the Court to resolve the issue of the Receiver's control over such

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1 accounts; provided, that all costs related to such motion shall be reimbursable as an approved
2 expense of the Receiver.

3 15. To acquire or renew all governmental licenses, permits, or other
4 authorizations pertaining to the Property, either in the name of Defendant or in the Receiver's
5 name.

6 16. To list, market, sell, liquidate and/or dispose of the Property or any portion
7 thereof.

8 17. To abandon property the Receiver considers being of little or no value to
9 the Receivership estate on Court approval.

10 18. To do all things that may be necessary or appropriate to manage, lease,
11 improve, preserve, protect, operate, and liquidate the Property in the ordinary and usual course
12 without further order of the Court.

13 19. To bring and prosecute actions for recovery of any Property that may be in
14 the possession of any third party.

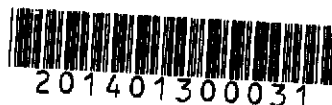
15 20. To assert rights, claims or choses in action of the Receivership estate
16 arising out of transactions to which the Receiver is a participant, and/or intervene in any action
17 for the benefit of the Receivership estate in which the Receiver is not a participant.

18 21. The Receiver is not obligated to advance or contribute personal funds in
19 the performance of its duties hereunder.

20 22. The Receiver shall comply with RCW 7.60.090(2) within 180 days after
21 the date of this Order.

22 23. The Receiver shall publish and record the notice of receivership within 30
23 days after the appointment of the Receiver and shall otherwise comply with RCW 7.60.200
24 within 180 days of this Order.

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1 24. The Receiver and the parties to this action may, at any time, apply to the
2 Court for other or further instructions or orders and for further powers as necessary to enable the
3 Receiver to perform the Receiver's duties properly.

4 D. Administration.

5 1. Bank Accounts.

6 The Receiver shall maintain a non-interest-bearing bank account (the "Receiver
7 Account") in its name as Receiver at a federally insured banking institution selected by the
8 Receiver without further Court approval. The Receiver shall maintain accounting records for the
9 revenue and expenses of the Property. To the extent the Receiver receives any payment related
10 to the Property, the Receiver shall have the power to present for payment any check, money
11 orders, and other forms of payment made payable to Defendant, or such similar names, which
12 constitute or are derived from the business or the Property, indorse said forms of payment, and
13 collect the proceeds thereof, which shall be deposited into the Receiver Account.

14 2. Payment of Expenses.

15 The Receiver shall pay expenses and repay advances of the Receivership, and
16 otherwise disburse funds from the Receiver Account, in accordance with this Order.

17 3. Payment of Fees and Costs of the Receiver and His Professionals.

18 On a periodic basis, but in any event not more than monthly, the Receiver is
19 authorized to request payment for his fees and costs and for the fees and costs of attorneys and
20 other professionals employed by him pursuant RCW 7.60.180. In support of any such request,
21 the applicant shall file an itemized billing statement with the Court indicating the time spent,
22 billing rates of all persons who performed work to be compensated, and a detailed list of
23 expenses incurred by the applicant for which compensation is sought. The Receiver (or attorney
24 or other professional) shall serve copies of such materials on any person or entity that has been
25 joined as a party in this action, and any person or entity requesting copies of pleadings and other
26 materials filed in this proceeding. Those materials shall be accompanied by a notice indicating

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1 that unless objections to the proposed compensation are filed with the Court within ten (10) days,
2 the Receiver may make the payments requested in the compensation notice.

3 i. If any person wishes to object to such payments or portions
4 thereof, such person shall notify the Receiver and the parties that received notice of the payment
5 of the nature of the objection within ten (10) calendar days following the date that the Receiver
6 serves the notice. If the Receiver or affected professionals cannot consensually resolve the
7 dispute or if the dispute is not resolved within thirty (30) days of the date of such objection, the
8 objecting party may file a motion with the Court to resolve the objection. If no party in interest
9 objects to such payments or portions of such payments within ten (10) calendar days following
10 the date that the Receiver serves the notice, the fees and costs shall be deemed approved as being
11 fully and finally earned without further order or leave of the Court.

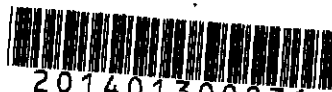
12 ii. The approved fees and costs of the Receiver and his
13 professionals shall be paid from the Property, the proceeds of its liquidation, and the rents,
14 income, profits and proceeds therefrom.

15 iii. The approved fees and costs of the Receiver and his
16 professionals shall be a lien against the Property, subject only to valid and perfected security
17 interests and liens on the Property; provided, however, that the Receiver may recover from the
18 Property securing an allowed secured claim the reasonable, necessary expenses of preserving,
19 protecting or disposing of the Property to the extent of any benefit to the creditors.

20 4. Utility Expenses.

21 Any utility company providing services for the Property, including gas,
22 electricity, water, sewer, trash collection, telephone, communications or similar services, shall be
23 prohibited from discontinuing service for the Property based upon unpaid bills incurred by
24 Defendant. Further, all utilities shall be prohibited from refunding any deposits to Defendant and
25 are prohibited from demanding that the Receiver deposit additional funds in advance to maintain
26 or secure such services.

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1 5. Accounting.

2 The Receiver shall maintain accounting records for the revenue and expenses of
3 the Receivership with such records to be kept according to generally accepted accounting
4 principles. The Receiver may employ such professionals in accordance with § III.C.9 above as
5 are necessary to maintain such records for the Receiver.

6 6. Monthly Reports.

7 The Receiver shall prepare monthly reports. The Receiver shall send a copy of
8 the report, without copies of the supporting receipts and disbursements, by first class mail,
9 facsimile or e-mail to the Defendant at the address designated in § III.E, on or before the 20th
10 day of the month immediately following the applicable month.

11 7. Application of Revenues of the Receivership.

12 From the revenues, if any, obtained in the management and operation of the
13 Collateral, the Receiver shall pay expenses in the following order of priority: (i) the Receiver's
14 fees and expenses, including fees of the Receiver's professionals; (ii) utilities and insurance on
15 the Property; (iii) expenses relating to management, maintenance and operation of the Property;
16 (iv) secured debt; and (v) real estate taxes. The Receiver may not pay any unsecured pre-
17 receivership debts in excess of \$1,000.00 in the aggregate to any unsecured creditor without first
18 obtaining an order of the Court. Any such payment will be made only if the Receiver, in its
19 reasonable business judgment, determines that such payment is necessary to preserve or benefit
20 the Receivership estate. The Receiver may apply to the Court for further orders relating to
21 claims procedures, distribution of receivership assets, and related issues.

22 8. Emergency Expenses.

23 Notwithstanding any other provision herein, in the event of an emergency the
24 Receiver may incur any expense or make any payment that the Receiver deems necessary in his
25 sole discretion; provided, however, that the Receiver shall provide verbal or written notice of the
26 payment to the persons joined as parties in this case within two business days after making the

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1 payment or advance and shall, without unreasonable delay, otherwise comply with the noticing
2 requirements of § III.E.

3 E. Written Notice to Parties.

4 With respect to any written notice required to be served on the parties, such notice may
5 be given by delivering the same via first class mail, facsimile or e-mail, to the extent an e-mail
6 address is known, as follows:

7 To the Receiver:

8 c/o Foster Pepper PLLC
9 Attn: Dillon E. Jackson
10 1111 3rd Ave., Ste. 3400
11 Seattle, WA 98101-3299
12 Facsimile No.: (206) 749-8962
13 E-mail: jackd@foster.com

14 To the Defendant:

15 Dolphin Cove, LLC
16 22819 Woodway Park Rd.
17 Woodway, WA 98202

18 F. Cooperation With the Receiver.

19 Defendant and its attorneys, banks, members, officers, directors, managers, agents and
20 employees shall cooperate with, and are enjoined from interfering with, the Receiver in
21 connection with the Receiver's possession, management, operation, leasing, improvement,
22 protection, liquidation and delivery of the Property. Each of them shall, within one calendar day
23 after entry of this Order and thereafter within 24 hours of the Receiver's demand, relinquish and
24 deliver to the Receiver possession of the Property and all documents related thereto, including,
25 without limitation, all of the following items:

- 26 1. All keys, access cards and other means of obtaining access to the Property;
- 2. All personal property of any kind or description including but not limited to motor vehicles;

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1 3. The identity and address of the depository banks or other institutions, and
2 all account names and account numbers, in which Defendant's assets are held;

3 4. All documents evidencing accounts payable that are currently outstanding
4 for the Property;

5 5. All documents relating to any unresolved claims by or against the Property
6 other than this action;

7 6. All documents pertaining to casualty and liability insurance upon the
8 Property during the last year;

9 7. All other records and documents reasonably necessary for the Receiver to
10 operate the Property, including, without limitation, all records, management agreements,
11 passwords, permits, licenses, approvals, certificates of occupancy, certificates of completion,
12 cancelled checks, computer records of Defendant relating to the Property in whatever digital
13 format maintained, vendor and service contracts;

14 8. All tenant and customer security deposits; and

15 9. All letters of credit.

16 In addition, upon order of this Court, Defendant and its members, officers, directors,
17 managers, agents and employees are required to submit to examination by the Receiver, under
18 oath, concerning the acts, conduct, property, liabilities and financial condition of Defendant or
19 any matter relating to the Receiver's administration of the Defendant's assets and business
20 operations.

21 G. Bankruptcy.

22 1. Notice to Receiver and Other Persons.

23 In the event the Defendant becomes a debtor in bankruptcy on account of the
24 filing of a voluntary or involuntary bankruptcy petition during the pendency of the Receivership,
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1 within 24 hours of the filing Defendant shall give notice of the bankruptcy filing to this Court,
2 the Receiver, and all persons included on the Receiver's master mailing list.

3 2. Receiver's Duties if Bankruptcy is Filed.

4 If the Defendant becomes a debtor in bankruptcy, the Receiver may file a motion
5 before the applicable bankruptcy court for an order providing for the payment of reasonable
6 compensation to the Receiver for services rendered and costs and expenses incurred by him and
7 his professionals, approving or ratifying transactions undertaken by the Receiver that occur after
8 the bankruptcy filing, and approving or ratifying the Receiver's accounting for the Property.

9 H. Sale of the Property.

10 As set forth in § III.C.16 above, the Receiver may list, sell, liquidate or otherwise dispose
11 of the Property or any portion thereof, subject to approval of the Court; provided, however, that
12 no sale of the Skagit Property shall close earlier than January 3, 2014 (i.e., 90 days after October
13 5, 2013) and no sale of the San Juan Property shall close earlier than February 7, 2013 (i.e.,
14 90 days after November 9, 2013). The Receiver may engage a listing broker, an auctioneer, or
15 other sales professional to assist in the liquidation of the Property or any portion thereof. The
16 Receiver shall promptly provide notice of any proposed sale of all or any portion of the Property
17 to those individuals entitled to notice, including Defendant, any creditors having liens on the
18 Property, and all persons included on the Receiver's master mailing list. Each notice shall
19 include a description of the Property proposed to be sold, the price offered, and the proposed
20 time of sale. Any order approving such sale shall provide that the proceeds of such sale shall be
21 impressed with any liens encumbering the Property and to the same extent, validity, and priority
22 as such liens attached to the Property sold. Except as provided in an order of the Court, all such
23 proceeds from the sale of the Property shall be deposited in the Receiver Account. Except as
24 provided in this Order, and subject to further order of the Court, the Receiver's rights, powers,
25 and authority, including his rights to possess, manage, operate, lease, improve, protect, liquidate
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1 and deliver the Property, shall not impair, diminish, or otherwise prejudice valid and enforceable
2 security interests or claims in or to the Property.

3 I. Actions Stayed.

4 Defendant and its officers, agents, partners, employees and attorneys, and all other
5 persons acting in concert with Defendant, and all third parties, including lessors, lessees,
6 customers, principals, investors, suppliers, and or creditors and their officers, agents, employees
7 and attorneys, who have actual or constructive knowledge of this Order, are enjoined from:

8 1. Interfering with the Receiver's possession, management, operation,
9 leasing, improvement, protection, liquidation and delivery of the Property;

10 2. Committing or permitting any waste of the Property or any part thereof, or
11 committing or permitting any act against the Property or any part thereof in violation of law, or
12 removing, transferring, encumbering or otherwise disposing of the Property or any part thereof,
13 or destroying, concealing, transferring, or failing to preserve any document that evidences,
14 reflects, or pertains to the ownership or operation of the Property;

15 3. Demanding, collecting, receiving, discounting, or in any other way
16 diverting or using any of the income and profits from the Property;

17 4. Expending, disbursing, transferring, assigning, selling, conveying,
18 devising, pledging, mortgaging, creating a security interest in, encumbering, concealing or in any
19 manner whatsoever dealing in or disposing of the whole or any part of the Property, including,
20 but not limited to, the income and profits of the Property;

21 5. Impairing the preservation of the Property or any interests of any party
22 therein; and

23 6. Seeking to enforce any claim, right, or interest against the Property or
24 undertaking any "self-help" remedies or taking any action whatsoever to interfere in any way
25 with the Receiver and his fulfillment of his duties under this Order.
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1 J. No Personal Obligation of the Receiver.

2 The Receiver shall not be liable to any party in any way for any damages or liability
3 resulting from the existence or use, discharge or storage on any real property of Defendant by
4 any person other than the Receiver of any hazardous substance defined in 42 U.S.C. §§ 9602-57.

5 The Receiver shall have no personal liability to any person for acts or omissions of the
6 Receiver specifically contemplated by any order of the Court. Any loss, damage and expense
7 suffered or incurred by the Receiver in any claim, suit, action or other demand or proceeding
8 brought against the Receiver or any of his authorized representatives in connection with his
9 performance as Receiver, except any actual damage or expense resulting from the Receiver's
10 gross negligence, willful misconduct or willful omission, or that of his authorized
11 representatives, will be an expense of the Receivership that survives the termination of the
12 Receivership.

13 The Receiver shall have no obligation to make any advances to pay any obligations
14 associated with the Property or this Receivership.

15 The Court acknowledges the Receiver's ability to perform his duties under this Order
16 may be limited by various factors, including but not limited to the Receiver's limited access to
17 information and funds. The Court therefore requires only the Receiver's commercially
18 reasonable efforts to comply with the duties set forth in this Order, and the Receiver's duties
19 under this Order are subject to the availability of funds to perform such obligations.

20 Without limiting the foregoing, no obligation incurred by the Receiver in the good faith
21 performance of his duties in accordance with the orders of this Court, whether pursuant to any
22 contract, by reason of any tort, or otherwise, shall be the Receiver's obligation. No obligation
23 incurred by Defendant shall be the Receiver's obligation. Rather, the recourse of any person or
24 entity to whom Defendant was obligated prior to the appointment of the Receiver in connection
25 with the Property, or to whom the Receiver becomes obligated in connection with the
26 performance of his duties and responsibilities, including, without limitation, execution of any

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REC

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1 contracts by the Receiver (together, the "pre-receivership and receivership claims"), shall be
2 solely against the assets of the Receivership estate except that the existing lien claims shall retain
3 their priority as between the pre-receivership and receivership claims. Nothing in this Order
4 shall be construed to contradict or modify the provisions of RCW 7.60.170, and in the event of a
5 contradiction or ambiguity, the provision of the foregoing statute shall be controlling.

6 K. Termination and Discharge of the Receiver.

7 The Receiver may at any time, file a motion requesting that he be exonerated, discharged
8 and released from his appointment as the Receiver. Such motion may be heard 30 days after the
9 filing of such motion. The Receivership shall not be terminated, and all rights and obligations of
10 the parties that are subject to this Order shall remain in full force and effect until the Court
11 approves the Receiver's final report or until the Court enters an Order terminating the
12 Receivership and discharging the Receiver.

13 L. Further Instructions.

14 The Receiver may at any time apply to this Court for further or other instructions, or for a
15 modification of this Order, or for further powers necessary to enable the Receiver to properly
16 perform his duties, or for termination of the Receiver's appointment.

17 DONE IN OPEN COURT THIS 10 day of January, 2014.

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19
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21 JUDGE/COURT COMMISSIONER



22
23
24 Skagit County Auditor \$92.00
25 1/30/2014 Page 17 of 21 9:32AM
26

Thursday, January 16, 2014

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1 Presented by:

2 FOSTER PEPPER PLLC

3
4 Dillon E. Jackson, WSBA #1539
5 Terrance J. Keenan, WSBA #38295
6 Attorneys for Petitioner

OFFICIAL DOCUMENT

OK



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21 9:32AM

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FOSTER PEPPER PLLC
1111 THIRD AVENUE, SUITE 3400
SEATTLE, WASHINGTON 98101-3299
PHONE (206) 447-4400 FAX (206) 447-9700

Thursday, January 16, 2014

Time: 08:15:07 PST

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EXHIBIT A

Legal Description of the San Juan County Property

PARCEL A:

THAT PORTION OF GOVERNMENT LOT 3 AND THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 36 NORTH, RANGE 2 WEST, W.M., IN SAN JUAN COUNTY, WASHINGTON, LYING EAST OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT A CONCRETE MONUMENT MARKING THE SOUTHWEST CORNER OF SECTION 1;
THENCE ALONG THE WEST LINE OF SAID SECTION 1 NORTH 1°16'15" WEST 2,655.59 FEET TO A CONCRETE MONUMENT MARKING THE WEST QUARTER OF SAID SECTION 1;
THENCE NORTH 89°10'50" EAST 2,680.17 FEET, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 1, TO THE SOUTHWEST CORNER OF SAID GOVERNMENT LOT 3, WHICH POINT IS THE TRUE POINT OF BEGINNING OF THE LINE BEING DESCRIBED;
THENCE FROM SAID TRUE POINT OF BEGINNING SOUTH 89°10'50" WEST 60.0 FEET;
THENCE NORTH 0°29'01" WEST 133.63 FEET;
THENCE NORTH 34°11'34" EAST 492.28 FEET;
THENCE NORTH 36°35'17" WEST 676.73 FEET;
THENCE NORTH 60°03'45" WEST 131.72 FEET;
THENCE NORTH 70°18'48" WEST 501.07 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE POINT OF TERMINATION OF THE DESCRIBED LINE;

EXCEPT THAT PORTION LYING SOUTHERLY AND EASTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE ABOVE DESCRIBED SOUTHWEST CORNER OF GOVERNMENT LOT 3;
THENCE SOUTH 89°10'50" WEST 60.00 FEET;
THENCE NORTH 0°29'01" WEST 133.63 FEET;
THENCE NORTH 34°11'34" EAST 492.28 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SAID LINE RUNS SOUTH 74°17'05" EAST 210.99 FEET;
THENCE NORTH 25°00'00" EAST 150.00 FEET;
THENCE NORTH 1°01'19" EAST 120.76 FEET TO A POINT ON THE EASTERLY BOUNDARY OF SAID GOVERNMENT LOT 3 AND THE TERMINUS OF THIS LINE DESCRIPTION.

PARCEL B:

AN EASEMENT FOR ACCESS AND UTILITY PURPOSES AS SET OUT AND DESCRIBED IN INSTRUMENT RECORDED DECEMBER 7, 1988 UNDER AUDITOR'S FILE NO. 88154758, RECORDS OF SAN JUAN COUNTY, WASHINGTON, AND AMENDED NOVEMBER 11, 1989 UNDER AUDITOR'S FILE NO. 89161602, RECORDS OF SAID COUNTY.

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EXHIBIT B

Legal Description of the Skagit County Property

PARCEL A:

THAT PORTION OF GOVERNMENT LOT 3 AND THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 36 NORTH, RANGE 2 WEST, W.M., IN SAN JUAN COUNTY, WASHINGTON, LYING EAST OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT A CONCRETE MONUMENT MARKING THE SOUTHWEST CORNER OF SECTION 1;
THENCE ALONG THE WEST LINE OF SAID SECTION 1 NORTH 1°16'15" WEST 2,655.59 FEET TO A CONCRETE MONUMENT MARKING THE WEST QUARTER OF SAID SECTION 1;
THENCE NORTH 89°10'50" EAST 2,680.17 FEET, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 1, TO THE SOUTHWEST CORNER OF SAID GOVERNMENT LOT 3, WHICH POINT IS THE TRUE POINT OF BEGINNING OF THE LINE BEING DESCRIBED;
THENCE FROM SAID TRUE POINT OF BEGINNING SOUTH 89°10'50" WEST 60.0 FEET;
THENCE NORTH 0°29'01" WEST 133.63 FEET;
THENCE NORTH 34°11'34" EAST 492.28 FEET;
THENCE NORTH 36°35'17" WEST 676.73 FEET;
THENCE NORTH 60°03'45" WEST 131.72 FEET;
THENCE NORTH 70°18'48" WEST 501.07 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE POINT OF TERMINATION OF THE DESCRIBED LINE,

EXCEPT THAT PORTION LYING SOUTHERLY AND EASTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE ABOVE DESCRIBED SOUTHWEST CORNER OF GOVERNMENT LOT 3;
THENCE SOUTH 89°10'50" WEST 60.00 FEET;
THENCE NORTH 0°29'01" WEST 133.63 FEET;
THENCE NORTH 34°11'34" EAST 492.28 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SAID LINE RUNS SOUTH 74°17'05" EAST 210.99 FEET;
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THENCE NORTH 1°01'19" EAST 120.76 FEET TO A POINT ON THE EASTERLY BOUNDARY OF SAID GOVERNMENT LOT 3 AND THE TERMINUS OF THIS LINE DESCRIPTION.

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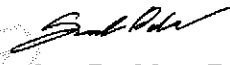


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I, Nancy Scott, Skagit County Clerk and ex-officio clerk of the Skagit County Superior Court in the State of Washington, certify that the document SerialID: 02XXXXX1401611103XX172432 containing 19 pages that was transmitted is a true and correct copy of the original that is of record in my office and that this image of the original has been transmitted pursuant to statutory authority under RCW 5.52.050. In Testimony whereof, I have electronically certified and attached the Seal of said Court on this date.

Nancy Scott
County Clerk




Sandra Peebles, Deputy Clerk, Skagit County
Date: Thursday, January 16, 2014

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