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Skagit County Auditor

WHEN RECORDED RETURN TO:

JON SITKIN  
CHMELIK SITKIN & DAVIS P.S.  
1500 RAILROAD AVE.  
BELLINGHAM, WA 98225

Document Title: **DECLARATION OF COVENANTS, CONDITION AND RESTRICTIONS,  
INCLUDING EASEMENTS FOR B&T SHORT PLAT**

**Declarant/Grantor/Grantee:** B & T Enterprises, LLC  
**Legal Description:** A Ptn of the E ½ and a Ptn of the W ½ of the NE 1/4 of the  
NE ¼ of S32, T 34, R 4 E of the WM  
**Assessor's Tax Parcel ID#:** P29401/340432-2-050-0007

**DECLARATION OF COVENANTS, CONDITION AND RESTRICTIONS, INCLUDING  
EASEMENTS FOR B&T SHORT PLAT**

**1. RECITALS**

- A. B & T Enterprises, LLC ("Owner" and/or "Declarant") is the owner in fee simple of the real property described in *Exhibit A*, attached hereto, and incorporated by reference herein (herein the "Property").
- B. The Declarant created the B&T Short Plat, a Subdivision (the "Subdivision") creating solely industrial lots and hereby subjecting the entire Property to this Declaration Containing Covenants, Conditions, Restrictions and Reservations for B&T Short Plat ("Short Plat"), a Subdivision recorded under Skagit County Auditor's File No. 202010120150 (the "Declaration").
- C. The Short Plat subdivides the Property into 5 lots as shown on the Plat Map described and defined in Section 2.17 below.
- D. The conditions of approval of the Short Plat include the granting of a number of easements that are depicted and described on the Short Plat, including General Utility Easement(s), a Private Drainage Easement, and landscaping easement.
- E. The Owner designed the project for the Property to share infrastructure and facilities as an industrial business park.
- F. The Declarant intends that the Lots share in the costs of maintenance of any and all entrances, driveways and walkways through the Property, as well as parking, certain utilities and other infrastructures and improvements as provided for herein as allocated in this Declaration, subject to the limitations or requirements of the Short Plat approval by the City.

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## 2. DEFINITIONS

The following words shall have the following meanings under this Declaration:

2.1 Assessments(s): shall mean all assessments imposed pursuant this Declaration, including fines or fees levied or imposed by the Association pursuant to the Governing Documents, interest and late charges on any delinquent account, and all costs of collection incurred by the Association in connection with the collection of a delinquent account, including reasonable attorneys' fees.

2.2 Association: shall mean *Cedardale Business Park Association*, which shall be incorporated as a nonprofit corporation in accordance with RCW 24.03, the "Act", its successors, and assigns.

2.3 Association Lien: shall mean a lien in favor of the Association imposed pursuant to the Declaration.

2.4 Board: shall mean and refer to the Board of Directors of the Association, as provided for in this Declaration.

2.5 Bylaws: shall mean the bylaws of the Association.

2.6 Committee shall refer to any committee of the Association created by the Governing Documents or the Board.

2.7 City: shall mean and refer to The City of Mt. Vernon, WA

2.8 Common Property or Common Area: shall mean and refer to the real or personal property interests held or maintained by the Association created and/or assigned in this Declaration, on the Plat Map or any other documents recorded in the public record for the common use, benefit and enjoyment of the Lot Owners and members of the Association. Common Property consists of, at a minimum, the Private Drainage Facility, and landscaping required to be installed by the City as a condition of approval of the Short Plat. The existing Common Property areas are identified on the face of the Short Plat- See Common Property Table on Sheet 3. Additional Common Properties may be added or designated by the Association at any time. Assessments related to any specific Common Property shall be established and allocated as set forth in the Declaration.

2.9 Declarant: shall mean B & T Enterprises, LLC, together with any successor in interest thereto.

2.10 Declaration: shall mean this Declaration and Covenants, Conditions and Restrictions.

2.11 Easement or Easements: shall mean and refer to the easements set forth on the Plat Map and/or this Declaration.

- 2.12 Governing Documents: means this Declaration; the Plat, Association Rules, and/or the Articles and Bylaws of the Association, all as adopted and as amended from time to time.
- 2.13 Improvement: means all Structures and appurtenances thereto of every kind, whether above or below the land surface.
- 2.14 Lot(s): means any parcel of real property within the boundaries of the Short Plat identified by Arabic numerals and designated for the location and construction of commercial spaces.
- 2.15 Lot Owner: shall mean and refer to any person or entity holding either fee title or a vendee's interest under a real estate contract as shown by the records of the Auditor of Skagit County, Washington, in a Lot within the Short Plat.
- 2.16 Person: shall mean and refer to Any individual, firm, corporation, partnership, association, unincorporated association, or other legal entity.
- 2.17 Plat Map: shall mean the map of the Short Plat recorded with Skagit County under Auditor's File No. 202010120150 and any subsequent amendments thereto.
- 2.18 Private Drainage Facility: shall mean and refer to the on-site stormwater facilities located within the Private Drainage Easement noted on the Short Plat, and affirmed in section 3.2 below. The Private Drainage Facility shall be a Common Property.
- 2.19 Short Plat or Subdivision: shall mean and refer to the B&T short plat subdivision approved by the City under Short Plat No. PLAN20-0341 and recorded at Skagit County Auditor's File No. 202010120150

### 3. EASEMENTS

The Easements declared and reserved in this Declaration and on the Plat Map are granted and reserved, all of which are non-exclusive and perpetual are effective immediately upon the recording of this Declaration and/or the Plat Map. The Declarant hereby declares that the following easements and restrictions declared and reserved herein shall endure and be binding upon the respective Owners of each Lot within the Short Plat. The Declarant further declares that all of the Property within the Short Plat described herein is held and shall be held, conveyed, encumbered, leased, rented, used, occupied, and improved subject to the Easements. The Easements shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest any Lot burdened by an Easement .

3.1 General Utility Easements. A General Utility Easement as noted on the Plat Map is reserved and dedicated over, under, upon, in as described and shown on the Plat Map and incorporated by reference herein. It is Declarant's intent that the infrastructure constructed for the Short Plat be shared and used by all Lots within the Short Plat, however, the Declarant shall not be obligated to install service connections to each individual Lot (i.e. the Developer may be required to install a sewer stub, but shall not be required to install the service line connection from the sewer stub to a Lot or any structure on a Lot).

**3.2 Private Drainage Easement.** A Private Drainage Easement for the purpose of conveying on-site stormwater is granted, dedicated, confirmed and reserved in favor of all abutting Lot Owners as defined and described on the Short Plat, and incorporated by reference herein. The costs of regular maintenance of the private drainage facilities within the Private Drainage Easement shall be as described, defined, and allocated on the Plat Map, subject to section 3.2.1

3.2.1 The Association shall be the owner of the Private Drainage Facility; the Declarant shall no obligation herein, except as a Lot Owner. The Private Drainage Facility to the Association is considered a Common Property under this Declaration. The Association as the owner of the Private Drainage Facility shall bear all costs and expenses arising out of or relating to the construction, operation, maintenance, and repair of the Private Stormwater Facility.

3.2.2 The City of Mount Vernon is hereby granted the perpetual right of entry across drainage easements and adjacent lands of the Grantor and Assigns for purposes of routine inspection of stormwater drainage facilities and emergency maintenance purposes at its own discretion. The Grantor, owners, and any person having any present or subsequent ownership interest in the properties, and their successors and assigns of owners, hereby agrees to hold the City, its officers, employees and agents harmless in all respects from any and all claims for damages which may be occasioned now or in the future to adjacent property or improvements by reason of construction, operation and maintenance of the said drainage system.

**3.3 Native Growth Protection Area.** There is a Native Growth Protection Area (NGPA) as noted on the Plat Map is reserved and dedicated over, under, upon Lots 1 and 2 of the Short Plat as described and shown on the Plat Map. The Reservation and dedication of the Native Growth Protection Area includes an irrevocable easement granted to the City of Mount Vernon including the right of ingress and egress to and from the NGPA as established on the Plat Map. The Plat Map also establishes the obligation to protect, maintain and repair the NGPA tracts on the Plat Map. Without limiting the foregoing, Lots 1 and 2 of the Short Plat shall specifically have the obligation to maintain the NGPA on and within each lot in accordance with City requirements at the time of the approval of the Short Plat. Further, the Association shall allocate all of the costs of maintenance, repair, monitor and other expenses related to the NGPA and the critical areas therein, including signage and fencing to Lots 1 and 2 based upon the square footage of the NGPA on each lot as to the entire NGPA area, and shall collect the same as part of the Assessments charged to Lots 1 and 2.

**3.4 Other Easement Shown or Described on Plat Map.** In addition to other City easements contained herein, those easements shown on the on the Plat Map for the benefit of the City and/or the Lot Owners are hereby dedicated, conveyed, declared, and established as a non-exclusive easement.

#### **4. MAINTENANCE AND REPAIR**

**4.1 Improvement, Maintenance and Repair Agreement.** The intention is that the cost of maintaining and operating the commonly used facilities and infrastructure of the Short Plat, including landscaping, will be shared between all Lots as a combined industrial business park. The Lot Owners shall share the costs of any reasonable maintenance, operation, repair, reconstruction, replacement of the driveways, walkways, utilities, lines or facilities in

proportion to size of its Lot as compared to the entire Short Plat which shall be an assessment from the Association pursuant to Article 5, , below, except that the costs of protecting, maintaining, monitoring, and repairing the NGPA shall be allocated solely to Lots 1 and 2 as set forth in Section 3.3 above. Provided, that each individual Lot Owner is solely responsible for its own connection to any utility main line, and responsible for landscaping on its own Lot that may be required as a condition of development of that Lot. Maintenance may include periodic inspections and may be accomplished by utility providers as to any of their utilities that service the Lots or the Short Plat. Prior to any repairs or modifications, the responsible party shall comply with all applicable permitting processes, including the City of Mt. Vernon requirements. Any damage during any construction or repair activity shall be restored to its condition immediately prior to any such activities by the party conducting the repairs.

## 5. BUSINESS PARK ASSOCIATION

5.1 Purpose. The purpose of the Association shall, among other purposes, be the regulation, use, care, construction, operation, repair, maintenance and preservation of the Common Property; the regulation, maintenance and repair of facilities thereon; maintain insurance protecting the Association and the Owners against any personal injury or property damage occurring on the Common Property; maintenance of any landscaping or planting within the Common Property; enforcement of the provisions of this Declaration; payment of taxes, if imposed, on Common Property and Improvements thereon; the protection and preservation of the interests of the Lot Owners for the common good; establishment of a budget, reserve accounts and the collection of assessments from Lot Owners as determined and established by the Board; and all other powers conferred on such Association.

5.2 Non-Profit Corporation. The Association shall be incorporated as a nonprofit corporation in accordance with RCW 24.03. Board members and Officers of the Association shall be determined as provided in the Association By-Laws.

5.3 Membership. Every Person that is an Owner of any Lot shall be a member of the Association. Membership shall be appurtenant to the Lot and may not be separated from ownership of any Lot and shall not be assigned or conveyed in any way except upon the transfer of title to said Lot and then only to the transferee of title to the Lot. All Owners shall have the rights and duties specified in the Governing Documents.

5.4 Voting. Each Lot Owner, including the Declarant unless otherwise provided herein, shall be entitled to one vote for each Lot owned. When more than one Person owns an interest in any Lot, the vote for that lot shall be exercised as the Owners of such lot decide to exercise that vote, but in no event shall more than one vote be cast with respect to any Lot, nor shall any vote be divided. A majority of the votes entitled to be cast by Owner present or represented by proxy at a meeting at which a quorum is present shall be necessary and sufficient for the adoption of any matter voted upon by Owners unless a greater proportion is required by this Declaration, the Articles or these Bylaws.

5.4.1 Voting Representative. There shall be one (1) voting representative of each Lot. Declarant shall be considered an "Owner" and shall be the voting representative with respect to any Lot owned by Declarant. If a Person (including Declarant) owns more than one lot, such Person shall have the votes for each Lot owned. The voting representative shall be

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designated by the Owner but need not be an Owner. The designation shall be revocable at any time by actual Notice to the Association from the Owner, or by actual Notice to the Association of the death or judicially declared incompetency of the representative. This power of designation and revocation may be exercised by the guardian of a Lot Owner, and the administrators or executors of an Owner's estate. Where no designation is made, or where a designation has been made but is revoked and no new designation has been made, the voting representative of each Lot shall be the group composed of all of its Owners.

5.5 Maintenance of Common Property. The Common Property, including without limitation the Private Drainage Facility, shall be maintained by the Association, provided that the owners of Lots 1 and 2 shall also have the individual obligation to protect, preserve, maintain, monitor and repair the NGPA tracts as set forth in Section 3.3. The Association may require the owners of Lots 1 and 2 to solely perform at the sole costs of the owners of Lots 1 and 2 the obligations of the Association related to the NGPA as set forth on the Plat Map. The Association shall levy assessments against its members on a pro-rata basis based on each Lot's square footage, regardless of the location of the member's Lot within the Property, for the construction, operation, repair, maintenance and preservation of the Common Properties, provided that the costs of protecting, maintaining, monitoring, and repairing the NGPA shall be allocated solely to Lots 1 and 2 as set forth in Section 3.3 above. Private driveways and landscaping associated with a Lot are not subject to maintenance or assessments by the Association.

5.6 Assessments and Liens.

(a) Purposes. Assessments shall be collected for the purposes set forth in this Declaration, which shall include but not be limited to (b) for the improvement, maintenance, upkeep, repair, replacement, operation, and use of the Common Properties, for legal fees and damages incurred in any action in which the Association or a member of the Board, acting on behalf of the Association is named as a party; for legal fees incurred by the Association, and for any other reasonable expenses incurred by the Association as determined by the Board.

(b) Personal Obligation and Lien Foreclosure. Assessments shall constitute a personal obligation of any Owner of record of a Lot on the due date thereof and shall also constitute a lien on the Lot assessed and such liens shall automatically accrue, whether or not recorded, as of the date the amount first became due and payable to the Association. Such Lien may be enforced by the Association in the same form and manner of procedure as foreclosure of real property mortgages under the laws of the State of Washington. Recording of the Declaration constitutes record notice and perfection of the lien for Assessments. While no further recording of any claim of lien for Assessment under this Section shall be required to perfect the Association's lien, the Association may record a notice of claim of lien for Assessments under this Section in the real estate records of the County in which the Subdivision is located.

(c) Amounts Included. Each Owner and each party hereinafter owning or claiming an equity interest in a Lot agrees that in the event of such foreclosure action involving such Lot, the Owner or Owners thereof or other party asserting an equity interest therein will pay the Association's expenses of title examination and insurance, the cost of attorneys' fees incurred by the Association and court costs, as well as all other costs reasonably and necessarily

incurred in such foreclosure action. In any such action, delinquent assessments shall bear interest at the rate of twelve percent (12%) per annum from the date the same became due until the date of the entry of the judgment of foreclosure thereon.

(d) Other Liens and Foreclosure Actions. The method and manner provided for foreclosure of liens set forth in this Section shall pertain to all liens referred to in this Declaration. First mortgage liens placed upon any Lots for the purpose of constructing Improvements thereon shall be superior to any and all charges, assessments and liens thereafter asserted, pursuant to this Declaration.

5.7 Establishment of Assessment, and Charges. The Board and Association shall establish and fix a charge of yearly assessments against the Lots, including a late charge on late payments which shall be in addition to any penalties under Section 5.10, at the annual meeting held by the Members of the Association. Each Lot shall be assessed an equal amount, except as otherwise specifically set forth herein.

5.8 Annual Statement. As soon as shall be practical in each calendar year, the Association shall send a written statement to each Owner setting forth the dollar amount of the assessment for such Lot for such calendar year. The Association may, in its sole discretion, provide for payment of such assessments on a periodic basis during such calendar year, with or without a service charge.

5.9 Penalty on Delinquent Assessments. If an Owner shall fail to pay any installment of an annual assessment within thirty (30) days from the date the same is due, then the entire annual assessment for such Lot shall be delinquent and shall become immediately due and payable, shall bear interest at the rate of twelve percent (12%) per annum thereafter until paid and shall also bear a penalty in such amount as shall be determined by the Board of the Association.

5.10 Delinquency for More Than Ninety (90) Days. If the Owner of any assessable Lot shall be delinquent in the payment of the annual or special assessment, or any installment thereof, for more than ninety (90) days following the date the same is due, then the Association shall have the right to commence legal action seeking a personal judgment against such Owner and, in addition thereto, shall have the right to foreclose its lien upon such Lot. The Association may file a notice of lien on any Lot where the assessments are more than ninety (90) days past due. Such lien shall relate back to the first delinquency for the purpose of establishing lien priorities.

5.11 Foreclosure. Any lien arising under this Declaration may be enforced judicially by the Association or its authorized representative in the manner set forth in Chapter 61.12 RCW. The Association or its authorized representative shall have the power to purchase the Lot at the Foreclosure sale and to acquire, hold, lease, security interest, or convey the same. Upon an express waiver in the complaint of any right to a deficiency judgment in a judicial Foreclosure action, the period of redemption shall be eight months. Nothing in this Section shall prohibit an Association from taking a deed in lieu of Foreclosure.

Any lien arising under this Declaration, in the alternative to a judicial foreclosure described in the preceding paragraph, may, be foreclosed non-judicially in the manner set forth in RCW 61.24 for non-judicial foreclosure of deeds of trust in the sole discretion of the Association. For  
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the purpose of preserving the Association's non-judicial foreclosure option, this Declaration shall be considered to create a grant of each Lot in trust to a Title Insurance Company selected by the Association assigns ("Trustee"), to secure the obligations of each Owner ("Grantor") to the Association ("Beneficiary") for the payment of Assessments. Grantor shall retain the right to possession of the Grantor's Lot so long as Grantor is not in default of an obligation to pay Assessments. The Trustee shall have a power of sale with respect to each Lot, which becomes operative in the case of a default in a Grantor's obligation to pay Assessments. The Lots are not used principally for agricultural or farming purposes. If the Association forecloses its lien non-judicially pursuant to the section, it shall not be entitled to the lien priority over Security Interests provided in Section 6.18.3.

5.123 Lien Survives Sale. The lien arising under Article 5 shall not be affected by the sale or transfer of the subject Lot except in the event of sale through Foreclosure, as provided in Section 5.11.

5.13 Owner Liability. In addition to constituting a lien on the Lot, each Assessment shall be the joint and several obligations of the Owner of the Lot to which the same are assessed as of the time the Assessment is due. In a voluntary conveyance, the grantee of a Lot shall be jointly and severally liable with the grantor for all unpaid Assessments against the latter up to the time of the grantor's Conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. Suit to recover a personal judgement for any delinquent Assessment shall be maintainable in any court of competent jurisdiction without foreclosing or waiving the lien securing such sums. No Owner shall be entitled to assert as a setoff or defense against his or her obligations to pay Assessments for the amount of any obligation or liability due from, or claim asserted against, the Association or any other person.

5.14 Attorneys' Fees. The Association shall be entitled to recover any costs and reasonable attorney's fees incurred in connection with the collection of delinquent Assessments, whether or not those collection activities result in suit being commenced or prosecuted to judgment. In addition, the prevailing party shall be entitled to recover any costs and reasonable attorney's fees incurred in connection with the collection of delinquent Assessments, whether or not such collection activities result in suit being commenced or prosecuted to judgments. In addition, the prevailing party shall be entitled to recover costs and reasonable attorneys' fees if it prevails on appeal and in the enforcement of a judgment.

5.15 Rules and Procedures for Billing and Collecting Assessments. The Board of the Association shall have the power and authority to adopt rules and procedures respecting the billing and collecting of annual assessments, which shall be binding upon all Owners.

## 6. PROTECTION OF MORTGAGE OR DEED OF TRUST HOLDER

No violation or breach of any covenant, condition, reservation or restriction contained in this Declaration, or in any supplement hereto, and no action to enforce the same, shall defeat, render invalid or impair the lien of any mortgage or deed of trust taken in good faith and for value against any title or interest in any Lot which is the subject of an action arising from such violation or breach. A purchaser of any such Lot at a trustee's sale, Sheriff's sale or Tax Foreclosure sale shall take title to such Lot free and clear of any violations or breaches which have occurred on such Lot, or by the previous Owner thereof, prior to such foreclosure, but

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such purchaser shall nevertheless take subject to this Declaration and to any supplements hereto.

#### 7. **ENFORCEMENT**

In addition to any other remedies set forth in this Declaration, the Association and any Owner shall have the right to enforce, by any proceedings at law or in equity, all covenants, conditions, restrictions, reservations, liens and charges now or hereafter imposed by this Declaration. The failure of the Association or of any Owner to enforce any rights hereunder shall not be deemed to constitute a waiver of the right to do so thereafter. The substantially prevailing party in any litigation involving the enforcement of any provision of this Declaration shall be entitled to judgment for the reasonable attorney's fees and costs incurred in such litigation by such substantially prevailing party.

#### 8. **GRANTEE'S ACCEPTANCE**

The grantee of any Lot subject to this Declaration shall, by the acceptance of a deed conveying title thereto or by the execution of any contract for the purchase thereof, accept such deed or contract upon, and subject to, each and every provision of this Declaration and the provisions contained herein, and by such acceptance shall, for himself, his heirs, personal representatives, successors and assigns, covenant, consent and agree to, with the grantees and subsequent Owners of each of the Lots within the Property, to keep, observe, comply with and perform all obligations set forth herein.

Each such grantee also agrees, by such acceptance, to assume, as against the Association, all of the risks and hazards of ownership and occupancy attendant to such Lot, including, but not limited to, its proximity to the Common Property, public paths, streams or other water courses.

#### 9. **MISCELLANEOUS**

9.1 **Amendment to Easement.** This Easement may be amended or terminated by an instrument signed by Owners who own at two-thirds (2/3) of Lots within the Short Plat. Such amendment shall take effect upon recording with the Skagit County Auditor, provided that such amendment is approved by the City of Mt. Vernon Public Works Department which shall not be unreasonably withheld.

9.2 **No Effect on Easements.** Amendments to or termination of this Easement will in no way affect the easements described in Article 3, except that the rights of such easements may be clarified or expanded by an amendment provided that such clarification is approved by the City.

9.3 **Rules and Regulations.** The Association reserves the right to adopt rules and regulations governing the use of all roadways, walkways, parking landscaping, utilities, lines, or facilities. Such rules may include establishing "guest" parking for visitors to the Short Plat or other limiting rules.

9.4 **Notices.** All notices or demands to be given by each party to the other pursuant to this Agreement and all sums to be paid by each party shall be deposited in the United States mails, postage prepaid, by certified or registered mail, return receipt requested, and addressed to the address on file with the Skagit County Assessor as the owner of the property. Notices and demands sent by mail shall be deemed to have been given and delivered when properly mailed

and the postmark affixed by the United States Post Office shall be conclusive evidence of the date of mailing.

9.5 Severability. If any provision of this Declaration shall be deemed to be null and void or unenforceable by the action of a court of law, such provision shall be severable and not affect the balance of this Declaration, which shall remain in full force and effect.

9.6 Applicable Law. This Declaration shall be construed, interpreted, and enforced pursuant to the laws of the State of Washington and the parties agree that the Superior Court of Skagit County shall be the appropriate venue of any suit or proceeding brought with respect to this E Declaration or the Property.

9.7 Paragraph Headings. The paragraph headings in this Declaration are for convenience only and shall not be considered in construing this Declaration.

9.8 No Waiver. The failure of any party entitled to enforce any provision hereof to take steps to enforce such provision shall not, in any fashion, operate or be deemed to be a waiver of any such provision or of any other provision hereof.

DATED this 5<sup>th</sup> day of October, 2020.

B&T ENTERPRISES LLC

By [Signature]  
Robert Campbell, Its Manager

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAGIT )

On this 5<sup>TH</sup> day of October, 2020 before me personally appeared **ROBERT CAMPBELL**, to me known to be the Manager of B&T Enterprises, the limited liability partnership that executed the within and foregoing instrument, to be the free and voluntary act and deed of said limited liability partnership for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Roxanne Terberry  
PRINTED NAME: Roxanne Terberry  
Notary Public in and for the State of Washington,  
residing at 660 Auto Blvd.  
My commission expires: 4-29-2023

**EXHIBIT A- LEGAL DESCRIPTION OF PROPERTY**

The land in the County of Skagit, State of Washington, described as follows:

**PARCEL "A":**

That portion of the West 1/2 of the North 60 rods of the Northeast 1/4 of the Northwest 1/4 of Section 32, Township 34 north, Range 4 East, W.M., lying South and East of Cedardale Road, as conveyed to Skagit County by Deed dated July 26, 1976, and recorded July 27, 1976, under Auditor's File No. 839826.

Situate in the County of Skagit, State of Washington.

**PARCEL "B":**

The West 125 feet of the North 170 feet of the East 1/2 of the Northeast 1/4 of the Northwest 1/4 of Section 32, Township 34 North, Range 4 East, W.M., EXCEPT that portion thereof lying Northerly of the South line of the Northerly portion thereof condemned by the State of Washington under Skagit County SC#32799 for highway purposes.

Situate in the County of Skagit, State of Washington.