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Skagit County Auditor

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Kamree Dudman
DATE 12/10/2024

When recorded return to:
Terri E. Cook
26135 Minkler Rd.
Sedro-Woolley, WA 98284

DOCUMENT: Declaration of Easements, Covenants, Conditions, and Restrictions, Together with Maintenance Agreement

GRANTORS: TERRI E. COOK, SHANE TURNER and JORDAN TURNER, husband and wife, LEADER LAKE, LLC, and ELK PROPERTIES, LLC, as Declarants.

GRANTEES: TERRI E. COOK, SHANE TURNER and JORDAN TURNER, husband and wife, LEADER LAKE, LLC, ELK PROPERTIES, LLC, and the future owners of that real property hereinafter described.

LEGAL DESCRIPTION:
PORTIONS OF BLOCKS 15 AND 19, AND ALL OF BLOCKS 16 AND 18 IN THE PLAT OF THE TOWN OF MONTBORNE, VOLUME 2 OF PLATS, PAGE 80, RECORDS OF SKAGIT COUNTY, WASHINGTON.

ASSESSOR'S PROPERTY TAX PARCELS NOS.:
4135-015-016-0000 / P74599; 4135-015-018-0008 / P74600;
4135-019-016-0002 / P74605; 4135-019-018-0000 / P74606;
4135-016-014-0000 / P74601; 4135-018-018-0002 / P74603

**Declaration of Easements, Covenants, Conditions, and Restrictions,
Together with Maintenance Agreement**

This Declaration is made on the 25th day of NOVEMBER, 2024, by TERRI E. COOK, SHANE TURNER and JORDAN TURNER, husband and wife, LEADER LAKE, LLC, a Washington Limited Liability Company, and ELK PROPERTIES, LLC, a Washington Limited Liability Company, as "Declarants."

Background

A. Declarant TERRI E. COOK is the owner of Skagit County Tax Parcel Nos. P74605, P74606 and P74601. Parcel Nos. P74605 and P74606 will be and are hereby combined to create one single family residential Lot. Declarants SHANE TURNER and JORDAN TURNER are the owners of Skagit County Tax Parcel No. P74599. Declarant LEADER LAKE, LLC, is the owner of Skagit County Tax Parcel No. P74603. Declarant ELK PROPERTIES, LLC, is the owner of Skagit County Tax Parcel No. P74600. Skagit County Tax Parcel Nos. P74601 and P75603 are being subdivided into Four (4) Single Family Residential Lots. The resulting Four Lots combined with the existing Single Family Residential Lots (P74599, P74600, and the combined P74605 and P74606) will result in a total of Seven Single-Family Residential Lots ("the Development") located within the Plat of the Town of Montborne, to the east of State Highway 9, and to the south of Lee Road in Skagit County, Washington, which development is more particularly described below.

B. The Declarants desire to impose upon the Development a general plan of development for the mutual benefit of all future owners, which will preserve and enhance the property values and amenities and will further provide for the health, safety and welfare of the future residents.

Declaration

NOW, THEREFORE, Declarants hereby declare that all of the property described as follows:

LEGAL DESCRIPTIONS ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN BY THIS REFERENCE

shall be held, sold, conveyed and occupied subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Development. The Development further shall be subject to the obligations of maintenance as set forth herein in order to preserve the access road to the lots in the development. The easements, covenants, restrictions and maintenance obligations shall run with the land and each individual Lot and shall be binding on all parties having or acquiring any right, title or interest in the development or any part thereof and shall inure to the benefit of each owner thereof.

Furthermore, any conveyance, transfer, sale, assignment, lease or sublease of a Lot shall and is hereby deemed to incorporate by reference all provisions of this Declaration. The provisions of this Declaration shall be enforceable by Declarants any Lot Owners and any First Mortgagee of a Lot.

ARTICLE I DEFINITIONS

Section 1. "Declarants" shall mean the owners of record, and their successors and assigns; provided, however that no successor or assignee of Declarants shall have any right or obligations of Declarants under this Declaration unless such rights and obligations are specifically set Forth in the instrument of succession or assignment.

Section 2. "Declaration" means the covenants, conditions, restrictions and maintenance obligations and all other provisions set forth in this entire document, and as the document may from time to time be amended.

Section 3. "Development" means the property comprising Eight Single Family Residential Lots as described above.

Section 4. "Lot" shall mean any numbered plot of land shown upon any recorded survey or subdivision map of the property.

Section 5. "Lot Owner" shall refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is part of the Property, including contract purchasers, and excluding contract sellers and further excluding those having an interest merely as security for the performance of an obligation.

Section 6. "Mortgage" shall include a Deed of Trust, Real Estate Contract, or other security interest attaching to real estate.

Section 7. "Notice" shall mean written notice delivered personally or mailed to the last known address of the intended recipient.

ARTICLE II INGRESS, EGRESS, AND UTILITY EASEMENT

Section 1. A Fifty Five (55) Foot wide easement roadway known as BLACKTAIL TRAIL, as described and identified on Skagit County Short Plat No. PL21-0560, for roadway and utility purposes for the construction, repair and maintenance of said roadway and utilities, is hereby established for the mutual benefit of all Seven Lots and the current owners of the Eight Lots and their respective heirs, successors and assigns, over, under and upon the easement area in which to install, lay, construct, renew, operate and maintain underground conduits, cables, pipe and wires with necessary facilities and other equipment for the purpose of serving the Seven Lots with ingress, egress, electrical, telephone, television, and other utility services, together with the right to enter upon the Eight Lots at all times for the purposes herein stated.

The said Easement shall and does include access for ingress and egress and utilities, as hereinabove described, from Lee Road extending over, across and through those lots identified as Skagit County Tax Parcel Nos. P74605, P74606, P74601 and P74603.

Section 2. Any Lot Owner engaging in construction or repair within the described easement areas shall restore the premises to the condition before construction commenced, which restoration of the surface of the ground shall occur at the Lot Owners expense.

Section 3. The Declarants have placed a memorial with the inscription "Blacktail Trail In Memory of James A. Cook" anchored to a large rock to the east side and to the south of the entrance

to Blacktail Trail. The monument shall remain as a permanent feature of the Plat and shall be maintained by the Lot Owners.

ARTICLE III PROTECTIVE COVENANTS

Section 1. The subject real property shall be used only for single family residential purposes with related out buildings. No building shall be constructed which exceeds a height at any point of the building of more than thirty-five (35) feet above the highest point of the normal grade of the parcel at the location of the building, except that the highest point of any chimney, stack, or flue shall not exceed thirty-nine (39) feet above such point. No fence, hedge, or barrier shall be erected on any parcel which shall exceed eight (8') feet in height.

Section 2. No structure shall be located on any parcel nearer to the rear, front, or side lot lines than the minimum setback requirements of Skagit County, nor nearer than 25 feet to any lot line, nor nearer than 25 feet from an edge, whichever is the greater distance. For purposes of this covenant, eaves, steps, and open porches shall not be considered as part of the structure, provided however, that this shall not be construed to permit any portion of a structure on a Lot to encroach upon another Lot.

Section 3. All trash and waste shall be kept in sanitary containers and located on all Lots so as not to be visible from the common roadways.

Section 4. No structure of a temporary nature, trailer, mobile home, basement, tent, shack, garage, barn, or other outbuilding or similar structure shall be used on any Lot at any time as a residence, either temporarily or permanently, except during construction and not to exceed six months and only upon issuance of building permit and commencement of construction.

Section 5. No business or commercial activity shall be permitted, provided, however, home office occupations not involving manufacturing may be conducted so long as no advertising signs are posted in the development and the public is not invited to the development to conduct the home business.

Section 6. No parking at any time shall be allowed on any of the roadways or easements.

Section 7. No sign of any kind shall be displayed to the public view on any parcel, except one sign of not more than five (5) square feet advertising the property for sale or rent and one owner/address identification sign not to exceed four (4) square feet.

Section 8. All ordinances, rules, regulations, or other directives of government authorities with respect to the keeping of animals shall be complied with strictly and expeditiously by all owners.

Section 9. No lot shall be used or maintained as dumping ground for rubbish, trash, garbage, or other waste.

Section 10. No gas, oil, minerals, quartz, or gravel operation shall be permitted on any parcel.

Section 11. Construction work on all buildings and structures shall be prosecuted diligently and continuously from commencement of construction until exteriors of such buildings are completed and painted, or otherwise suitably finished. Exterior work on any building shall be completed within twelve (12) months from the start of construction and shall be connected to all appropriate and available utilities.

Section 12. No radio or television antenna shall be permitted to extend more than ten (10) feet above the roof line of any residence or structure to which it is attached or if not attached to any structure, no more than thirty (30) feet high from its base at ground level.

Section 13. No mobile home, modular home, or pre-manufactured home shall be permitted as a dwelling.

Section 14. All water lines, telephone lines, electrical power lines, gas lines or utility lines of whatsoever kind whether on private lots, roads, or areas, or on public roads, or areas or on land owned in common, or in areas designated for utility easements, on the property subject to these covenants shall be installed and maintained underground excepting only that such transformers, hydrants or other service points and connecting terminals may be installed at ground level where such installation is necessary and convenient to the utility operator or user. All gas and oil tanks or tanks of any description shall be located above ground and shall be screened from view or enclosed in a structure that resembles other structures on the property.

Section 15. All septic tanks and sewage disposal systems shall be maintained in a manner consistent with the standards of Skagit County Health Department and its successors.

Section 16. Outdoor mercury vapor, halogen, sodium, or similar yard or other security lights shall be permitted but must be shielded from shining into adjoining homes. This shielding provision shall not apply to accent lighting, porch lights, or similar low intensity lighting.

Section 17. Garages and other outbuildings should be similar in appearance and equal in construction.

ARTICLE IV
ROAD MAINTENANCE, STORMWATER SYSTEM AND
RETENTION POND MAINTENANCE AND FISH AND WILDLIFE HABITAT
CONSERVATION AREA MITIGATION PLAN MAINTENANCE

Section 1. Maintenance of Private Roadway and Stormwater System and Retention Pond. The owners of all Seven Lots shall share equally, jointly, and mutually perform or cause to be performed and pay all costs associated with all maintenance and repair of the easement area the expense of maintaining the Roadway and Utility Easement area and the Stormwater System and Retention Pond. The expense of such maintenance for the road shall include the responsibility to fill chuck holes, trim vegetation, install gravel or road base, and to otherwise use machinery

necessary to maintain the road in good and passable condition during all seasons of the year. The expense of such maintenance for the stormwater system and retention pond shall include the responsibility to trim vegetation and to maintain the system and pond in good condition during all seasons of the year and to restore the easement surface area to its approximate original condition; removing snow, brush, trees, or other vegetation which may encroach on the easement area; and other tasks appropriate to keeping the easement area open and available to the Lots benefited thereby, as provided in the Operations and Maintenance Manual prepared by Impact Design and as on record at the Skagit County Planning Department.

Section 2. Maintenance Expense. The Lot Owners shall determine annually, or more frequently as may be necessary, the extent of repairs and maintenance as shall be required and shall determine the extent of said repairs and maintenance to be accomplished. It is understood that the maintenance and repair of said easement area is for the benefit of all Lot Owners and the Lot of any such Owner failing to pay his/her proportionate share as provided for herein shall be subject to a lien for the proportionate share of such costs; and any other Lot Owner paying the share of a benefited Lot Owner, who fails to pay the same, shall be entitled to a lien against the non-paying Lot Owner's property which may be foreclosed in the manner provided for foreclosure of mechanics liens.

Section 3. Assessments for Unusual Damage or Abuse of Use. In the event that any of the Lot Owners personally or through an agent or invitee cause any unusual or excessive damage to the private roadway by reason of operation of heavy equipment or trucks, the offending Lot Owner shall carry out the repair or restoration of the damaged area, In the event that any offending Lot Owner fails to carry out the repairs or restoration of the damaged area within 14 days of demand by any other Lot Owner, then the remaining Lot Owners, or any one of them, may carry out the repairs and shall have a right of reimbursement from the offending Lot Owner and shall have the right to enforce such reimbursement as provided in Section 2 above.

Section 4. A Fish and Wildlife Habitat Conservation Area Mitigation Plan has been required by the Skagit County Planning Department as a condition for the approval of the Short Plat as described herein. The Mitigation Plan as prepared by Wetland Technology is incorporated herein by this reference and will be provided to each Lot Owner. The Maintenance Plan requires annual maintenance and annual reporting to the Skagit County Planning Department for a period of Five Years from the date of the final short plat approval. The costs of the maintenance and reporting shall be shared equally by each of the seven lot owners.

ARTICLE V GENERAL PROVISIONS

Section 1. Binding Effect. All present and future owners or occupants of Lots shall be subject to and shall comply with the provisions of this Declaration, and with any amendments. The acceptance of a deed or conveyance or the entry into occupancy of any Lot shall constitute an agreement that the provisions of this Declaration and amendments are accepted and ratified by such owner or occupant. and all such provisions shall be deemed and taken to be covenants running with the land and shall bind any person who has at any time any interest or estate in such Lot as

though such provisions were recited and stipulated at length in each and every deed and conveyance or lease thereof.

Section 2. Enforcement. Any Lot Owner may institute proceedings at law or in equity to enforce all restrictions, conditions, covenants and reservations, now or hereafter imposed by the provisions of this Declaration. Should any of the parties having rights under this Declaration employ counsel to enforce any of the terms of this Declaration, or to enforce any lien imposed hereunder, all costs incurred in such enforcement, negotiated, stipulated, arbitrated, or determined by a court, including reasonable attorney's fees and costs, including those on appeal, shall be paid by non-prevailing party.

Section 3. Failure to Enforce. No delay or omission on the part of the Declarant or the owners of the Lots in exercising any rights, powers or remedy herein provided, in the event of any breach of the covenants, conditions, reservations, or restrictions herein contained shall be construed as a waiver thereof or acquiescence therein. No right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against the Declarant for or on account of the Declarant's failure to bring any action on account of any breach of these covenants, conditions, reservations or restrictions, or imposing restrictions herein which may be unenforceable by the Declarant.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions. The remaining provisions shall continue in full force and effect.

Section 5. Interpretation. This Declaration shall be liberally construed in favor of the party seeking to enforce its provisions to effectuate the purpose of protecting and enhancing the value, marketability, and desirability of the lots by providing a common plan for the Development,

Section 6. Counterparts. This Declaration or amendments thereto may be executed in counterparts and all so executed shall constitute one agreement binding on all the parties notwithstanding that some of the parties are not signatories to the original of the same counterpart.

Section 7. Notices. All notices required to be given pursuant the provisions of this Declaration shall be given by certified mail return receipt requested to the Lot Owner at their last known address or, if not known, to their address which is of record at the Skagit County Treasurer's Office. Such notice shall be deemed conclusive and binding upon the Lot Owner in all respects.

Section 8. Certain Rights of Declarant. For such time as Declarant shall own Lots for development purposes (as opposed to residential purposes), there shall be no amendments to the Declaration unless agreed to by Declarant, which:

- A. Discriminate or tend to discriminate against the Declarant's right as an owner/developer;
- B. Alter the character and rights of the rights of Declarant as provided for in this Declaration;
- C. Alter previously recorded or written agreements with public or quasi-public agencies regarding easements and rights-of-ways; or

D. Alter the Declarant's rights in any way as they appear under this Article.

ARTICLE VI
TERM

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by all of the then Lot Owners has been recorded, agreeing to change said covenants in whole or in part. However, nothing in this Article shall be deemed to affect or limit in any way the duration of those easements which are granted as perpetual easements by this Declaration.

ARTICLE VII
AMENDMENT

This Declaration and its covenants, conditions, and restrictions may be amended during any term by an instrument signed by not less than the total of the Eight Lot Owners. Any amendment must be recorded.

In Witness Whereof, the undersigned has caused this Declaration to be executed this 25 day of NOVEMBER, 2024.

DECLARANTS:

TERRI E COOK
TERRI E. COOK

SHANE TURNER
SHANE TURNER

JORDAN TURNER
JORDAN TURNER

LEADER LAKE, LLC

By: TERRI E COOK

ELK PROPERTIES, LLC

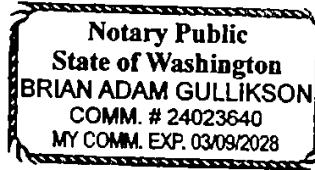
By: TERRI E COOK

STATE OF WASHINGTON)
) ss.
County of SKAGIT)

I certify that I know or have satisfactory evidence that TERRI E. COOK SHANE TURNER and JORDAN TURNER are the individuals who appeared before me and acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes in the instrument.

Dated NOVEMBER 25TH, 2024.

Brian Gullikson
Notary Public in and for the State of Washington, residing at BURLINGTON, WA.
My appointment expires 3/9/2028.

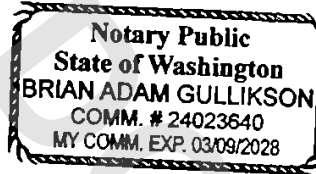


STATE OF WASHINGTON)
) ss.
County of SKAGIT)

On this day personally appeared before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, TERRI E. COOK, to me known to be the Managing Member of the ELK PROPERTIES, LLC, and who executed the foregoing instrument as her free and voluntary act and deed for the uses and purposes therein mentioned, and on oath she is authorized to execute the said instrument.

Witness my hand and official seal this 25 day of NOVEMBER, 2024.

Brian Gullikson
NOTARY PUBLIC in and for the State of Washington, residing at BURLINGTON, WA.
My appointment expires 3/9/2028.



STATE OF WASHINGTON)
) ss.
County of SKAGIT)

On this day personally appeared before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, TERRI E. COOK, to me known to be the Managing Member of the LEADER LAKE, LLC, and who executed the foregoing instrument as her free and voluntary act and deed for the uses and purposes therein mentioned, and on oath she is authorized to execute the said instrument.

Witness my hand and official seal this 25 day of NOVEMBER, 2024.

Brian Gullikson
NOTARY PUBLIC in and for the State of Washington, residing at BURLINGTON, WA.
My appointment expires 3/9/2028.

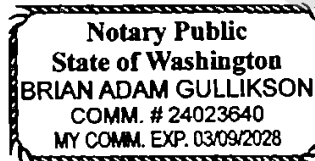


EXHIBIT "A"**LEGAL DESCRIPTIONS:**P74601 (COOK PARCEL):

BLOCK 16 IN THE PLAT OF THE TOWN OF MONTBORNE, ACCORDING TO THE PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 80, RECORDS OF SKAGIT COUNTY, WASHINGTON.

TOGETHER WITH VACATED STREETS AND ALLEYS WHICH UPON VACATION ATTACHED TO SAID PREMISES BY OPERATION OF LAW; EXCEPTING THEREFROM THAT PORTION OF SHERIDAN STREET AS DESCRIBED IN QUIT CLAIM DEED RECORDED SEPTEMBER 16, 2020 AS AUDITOR'S FILE NO. 202009160101.

ALSO TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS, AND UTILITIES OVER, ACROSS AND UNDER THE SOUTHWESTERLY ½ OF OREGON STREET ADJACENT TO BLOCKS 18 AND 19 OF SAID PLAT.

P74603 (LEADER LAKE, LLC, PARCEL):

BLOCK 18, PLAT OF THE TOWN OF MONTBORNE, ACCORDING TO THE PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 80, RECORDS OF SKAGIT COUNTY, WASHINGTON.

TOGETHER WITH VACATED STREETS AND ALLEYS WHICH UPON VACATION ATTACHED TO SAID PREMISES BY OPERATION OF LAW.

EXCEPT THOSE PORTIONS OF VACATED SHERIDAN STREET, VACATED WASHINGTON STREET, VACATED OREGON STREET, VACATED ALLEY, ALL OF LOT 10 AND THAT PORTION OF LOT 9, BLOCK 18 OF SAID PLAT OF THE TOWN OF MONTBORNE DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTERLINES OF SAID SHERIDAN STREET AND SAID WASHINGTON STREET;

THENCE SOUTH 43°01'21" EAST ALONG THE CENTERLINE OF SAID WASHINGTON STREET 59.50 FEET; THENCE NORTH 47°38'15" EAST PARALLEL WITH THE CENTERLINE OF SAID SHERIDAN STREET 193.43 FEET; THENCE NORTH 22°46'33" WEST 39.80 FEET TO A LINE PARALLEL WITH AND 22.00 FEET SOUTHEASTERLY OF THE CENTERLINE OF SAID SHERIDAN STREET; THENCE NORTH 47°38'15" EAST ALONG SAID PARALLEL LINE 111.88 FEET TO THE CENTERLINE OF SAID OREGON STREET; THENCE NORTH 43°01'21" WEST ALONG THE CENTERLINE OF SAID OREGON STREET 22.00 FEET TO THE CENTERLINE OF SAID SHERIDAN STREET; THENCE SOUTH 47°38'15" WEST ALONG THE CENTERLINE OF SAID SHERIDAN STREET 319.09 FEET TO THE POINT OF BEGINNING.

P74599 (SHANE TURNER AND JORDAN TURNER PARCEL):

LOTS 3 & 4 & 12 TO 16, BLOCK 15, PLAT OF THE TOWN OF MONTBORNE ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGE 80, RECORDS OF SKAGIT COUNTY WASHINGTON. TOGETHER WITH VACATED STREETS AND ALLEYS ADJACENT, IF ANY, PER [AF#201908260136](#) AND SKAGIT COUNTY CONTRACT #C20190366.

P74600 (ELK PROPERTIES, LLC, PARCEL):

LOTS 1 AND 2 AND LOTS 17 AND 18, BLOCK 15, PLAT OF THE TOWN OF MONTBORNE ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGE 80, RECORDS OF SKAGIT COUNTY WASHINGTON. TOGETHER WITH THOSE PORTIONS OF STREETS AND ALLEYS VACATED BY DEED RECORDED UNDER SKAGIT COUNTY RECORDING NUMBER 201908260136 AND SKAGIT COUNTY CONTRACT NUMBER 201908260136 THAT UPON VACATION ATTACHED BY OPERATION OF LAW. TOGETHER WITH THE NORTHERLY 22.00 FEET OF THE SOUTH HALF OF VACATED SHERIDAN STREET LYING BETWEEN AND EXTENDING TO THE CENTERLINES OF VACATED OREGON STREET AND VACATED CALIFORNIA STREET. SURVEY AF#202107230162

P74605 (COOK PARCEL):

LOTS 2 THROUGH 9 AND LOTS 14 THROUGH 17, BLOCK 19, PLAT OF THE TOWN OF MONTBORNE ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGE 80, RECORDS OF SKAGIT COUNTY WASHINGTON. EXCEPT THE NORTHWESTERLY 20.00 FEET OF SAID LOT 14; ALSO, EXCEPT THE SOUTHEASTERLY 4.94 FEET OF SAID LOT 17; AND ALSO, EXCEPT THE NORTHEASTERLY 60.00 FEET AND THE SOUTHEASTERLY 4.94 FEET OF SAID LOT 2; AND ALSO, EXCEPT THE NORTHEASTERLY 60.00 FEET OF LOTS 3 THROUGH 5 OF SAID BLOCK 19; AND ALSO, EXCEPT THE NORTHEASTERLY 60.00 FEET OF THE SOUTHEASTERLY 19.97 FEET OF LOT 6 OF SAID BLOCK 19. TOGETHER WITH THOSE PORTIONS OF STREETS AND ALLEYS VACATED BY DEED RECORDED UNDER AF#201908260136 AND SKAGIT COUNTY CONTRACT #C20190366. SURVEY AF#202107230162

P74606 (COOK PARCEL):

LOT 1 AND LOT 18, BLOCK 19, PLAT OF THE TOWN OF MONTBORNE ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGE 80, RECORDS OF SKAGIT COUNTY WASHINGTON. TOGETHER WITH THE SOUTHEASTERLY 4.94 FEET OF LOT 17 OF SAID BLOCK 19; ALSO, TOGETHER WITH THE SOUTHEASTERLY 4.94 FEET AND THE NORTHEASTERLY 60.00 FEET OF LOT 2 OF SAID BLOCK 19; AND ALSO, TOGETHER WITH THE NORTHEASTERLY 60.00 FEET OF LOTS 3, 4 AND 5 OF SAID BLOCK 19; AND ALSO, TOGETHER WITH THE NORTHEASTERLY 60.00 FEET OF THE SOUTHEASTERLY HALF OF LOT 6 OF SAID BLOCK 19; AND ALSO, TOGETHER WITH THOSE PORTIONS OF STREETS AND ALLEYS VACATED BY DEED RECORDED UNDER AF#201908260136 AND SKAGIT COUNTY CONTRACT #C20190366; ALSO, TOGETHER WITH THOSE PORTIONS OF VACATED SHERIDAN STREET, VACATED WASHINGTON STREET, VACATED OREGON STREET, VACATED ALLEY, ALL OF LOT 10 AND THAT PORTION OF LOT 9, BLOCK 18 OF SAID PLAT OF THE TOWN OF MONTBORNE, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE CENTERLINES OF SAID SHERIDAN STREET AND SAID WASHINGTON STREET; THENCE SOUTH 43-01-21 EAST ALONG THE CENTERLINE OF SAID WASHINGTON STREET 59.50 FEET; THENCE NORTH 47-38-15 EAST PARALLEL WITH THE CENTERLINE OF SAID SHERIDAN STREET 193.43 FEET; THENCE NORTH 22-46-33 WEST 39.80 FEET TO A LINE PARALLEL WITH AND 22.00 FEET SOUTHEASTERLY OF THE CENTERLINE OF SAID SHERIDAN STREET; THENCE NORTH 47-38-15 EAST ALONG SAID PARALLEL LINE 111.88 FEET TO THE CENTERLINE OF SAID OREGON STREET; THENCE NORTH 43-01-21 WEST ALONG THE CENTERLINE OF SAID OREGON STREET 22.00 FEET TO THE CENTERLINE OF SAID SHERIDAN STREET; THENCE SOUTH 47-38-15 WEST ALONG THE CENTERLINE OF SAID SHERIDAN STREET 319.09 FEET TO THE POINT OF BEGINNING. SURVEY AF#202107230162