

Skagit County Auditor

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1 of 14 4:13PM

When recorded return to:

Claudia Y. Angulo and Antonio Angulo-Cabrera 1254 Arrezo Drive Sedro Woolley, WA 98284

LAND TITLE OF SKAGIT COUNTY

POOR ORIGINAL

144127-0 P122923

STATUTORY WARRANTY DEED

THE GRANTOR(S) Laurie A. Hoff, a single woman

for and in consideration of \$10,00 and good and other valuable considerations in hand paid, conveys, and warrants to Antonio Angulo-Cabrera and Claudia Y. Angulo, husband and wife the following described real estate, situated in the County of Skagit, State of Washington:

Lot 9, "SAUK MOUNTAIN VIEW ESTATES - A PLANNED RESIDENTIAL DEVELOPMENT, PHASE 3", as per plat recorded on May 26, 2005, under Auditor's File No. 200505260107, records of Skagit County, Washington. Situate in the City of Sedro-Woolley, County of Skagit, State of Washington.

See Attached Exhibit "A" hereto and made a part hereof

Abbreviated Legal: Lot 9, Sauk Mountain View Estates - South - Phase 3

Tax Parcel Number(s): 4860-000-009-0000

Dated: November 5, 2012

Laurio A. Hoff

State of Washington County of SKH61T

SKAGIT COUNTY WASHINGTON REAL ESTATE EXCISE TAX 20/23565 NOV 07 2012

Amount Paid \$ 2764. (a)
Skagit Co. Treasurer
By Mann_Deputy

I certify that I know or have satisfactory evidence that Laurie A. Hoff ((s/are) the person(s) who appeared before me, and said person(s) acknowledge that (he/sne/they) signed this instrument and acknowledged it to be (his/her/their) free and voluntary act for the uses and purposes mentioned in this instrument.

7014

Dated:

Notary Public in and for the State of Washington

My appointment expires: 9.01-

/ å

9-01-2014 V

Exhibit A (pg 1)

EXCEPTIONS:

A. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Recorded: Auditor's No.: February 26, 1935

267764

In Favor of:

Drainage District No. 14 of Skagit County, Washington

For:

Right of way for drainage ditch purposes. Together with

right of ingress and egress

Affects:

Portion in the Southwest 1/4 of the Northeast 1/4 and other

property

B. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Recorded:

June 20, 1945

Auditor's No.:

381240

In Favor of:

Puget Sound Power & Light Company

For:

Electric transmission and/or distribution line, together with

necessary appurtenances

Affects:

Portion in Southeast 1/4 of the Northwest 1/4

C. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Recorded:

June 6, 1946 and July 17, 1946

Auditor's No.:

392628 and 394047 The United State of America

In Favor of: For:

One or more lines of electric power transmission structures

and appurtenant signal lines

Affects:

A strip of land 125.0 feet in width, the boundaries of said strip lying 62.5 feet distant from, on each side of, and parallel with the survey line of the Arlington-Bellingham

Transmission line as now located and staked

D. A RIGHT OF WAY CONTRACT AFFECTING THE PORTION OF SAID PREMISES AND FOR THE PURPOSES STATED HEREIN, AND INCIDENTAL PURPOSES.

For:

Right of way

In Favor Of:

Pacific Northwest Pipeline Corporation, a corporation

Recorded:

September 14, 1956

Auditor's No.:

541476

Affects:

The exact location is undisclosed on the record in SW 1/4 of

E. AN EASEMENT AFFECTING THE PORTION OF SAID PREMISES AND FOR THE PURPOSES STATED HEREIN, AND INCIDENTAL PURPOSES:

For:

Pipeline, together with right of ingress and egress Cascade Natural Gas Corporation, a corporation

In Favor Of: Recorded:

September 9, 1957

Auditor's No.:

555867, in Volume 289 of Deeds, page 139

Affects:

The exact location is undisclosed on the record in the SW 1/4

of NE ¼

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Exhibit A (pg 2)

EXCEPTIONS CONTINUED:

E. (Continued):

Said Easement is a correction of an Easement recorded November 26, 1956, under Auditor's File No.

The above Easement was modified by instrument dated November 4, 1982, and recorded November 9, 1982, under Auditor's File No. 8211090035.

F. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Recorded:

June 19, 1963

Auditor's No.:

637410

In Favor of:

United States of America

For:

Electric transmission and/or distribution line, together with

necessary appurtenances

Affects:

Portion lying within a strip of land 137.5 feet in width and lying on the Northeasterly side of running parallel with and adjoining the existing 125 foot right of way of the Bonneville Power Administration's Arlington-Bellingham transmission

line

G. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Recorded:

August 7, 1963

Auditor's No.:

639321

In Favor of: For:

The United State of America

One or more lines of electric power transmission structures

and appurtenant signal lines

Affects:

A strip of land 137.5 feet in width, the boundaries of said strip lying 62.5 feet distant Easterly from and 75.0 feet distant Westerly from, and parallel with said survey line for the Snohomish-Blaine No. 1 transmission line as said survey

line being now located and staked

H. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Recorded:

January 30, 1969

Auditor's No.:

722786

In Favor of:

United States of America

For:

Electric transmission and/or distribution line, together with

necessary appurtenances

A strip of land 262.5 feet in width, lying 75 feet Northeasterly

from and 187.5 feet Southwesterly from and parallel with the survey line of the Bonneville Power

Snohomish-Blaine No. 1 transmission line

Exhibit A (pg 3)

EXCEPTIONS CONTINUED:

I. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Recorded:

November 5, 1979

Auditor's No.:

7911050071

In Favor of:

Present and future owners of land

For:

Ingress, egress and utilities

Affects:

A 60-foot strip of land in the portion of the Southeast 1/4 of

the Northwest ¼

J. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Recorded:

April 18, 1990

Auditor's No.:

9004180059

In Favor of:

Puget Sound Power & Light Company

For:

Electric transmission and/or distribution line, together with

necessary appurtenances

Affects:

Commencing at the Northwest corner of the above described Parcel "A";

thence South 00°38'43" East a distance of 279.87 feet along the West line thereof to the center of an existing transmission line and the true point of beginning of this centerline description;

thence South 55°26'45" East a distance of 273.58 feet;

thence South 40°20'02" East a distance of 867.53 feet to a point on the Northerly line of the Northern Pacific Railway right-of-way and the terminus of this centerline description.

Right-of-way No. 2: (For overhang or undergrounding or Facilities only)

Commencing at the Northeast corner of the above described Parcel "B";

thence North 89°33'49" West a distance of 431.05 feet along the North line thereof to the center of an existing transmission line and the true point of beginning of this centerline description; thence South 55°26'45" East a distance of 28.35 feet to a point on the South line of the above described Parcel "B" and the terminus of this centerline description.

The above described easements to be either lengthened or shortened accordingly to intersect with the above described properties.

K. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Grantee:

Northwest Pipeline Corporation

Purpose:

To locate, survey, construct, entrench, maintain, repair, replace, protect, inspect and operate a pipeline or pipelines, cathodic equipment, and/or appurtenances which may be constructed on or above the surface including but not limited

to valves and metering equipment, electrical and/or communications cables, underground conduits, splicing boxes; and roads

Area Affected:

75 feet in width being 55 feet Easterly and 20 feet Westerly

as measured from the centerline of the Grantees most

Westerly pipeline.

Recorded:

Dated:

June 26, 2002

Auditor's No.:

July 5, 2002

200207050100

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Exhibit A (pg 4)

EXCEPTIONS CONTINUED:

L. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Recorded:

July 25, 2002

Auditor's No.:

200207250019

In Favor of:

John A. Lange and Gayle Lange

For:

Utilities, drainage, sewer lines ect.

Affects:

Said premises and other property

M. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Grantee: Purpose:

Puget Sound Energy, Inc., a Washington Corporation One or more utility systems for purposes of transmission,

distribution and sale of electricity

Area Affected:

Easement No. 1: All streets and road rights-of-way as now or hereafter designed platted and/or constructed within the above described property. (When said streets and road are dedicated to the public, this clause shall become null and

void.)

Easement No. 2: A strip of land 10 feet in width across all lots, tracts and open spaces located within the above described property being parallel to and coincident with the boundaries of all private/public street and road rights-of-

Easement No. 3: All areas located within a 10 (ten) feet perimeter of the exterior surface of all ground mounted vaults

and transformers.

The "Easement Area" includes those portions of Parcels B. C, D and the property owned by John A. Lange and Gayle Lange, husband and wife, which lie within or adjacent to Parcel A. Parcel A is the property to be subdivided.

Dated:

March 21, 2003 April 7, 2003

Recorded: Auditor's No.:

200304070119

N. AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

By:

Betty Bolton

And Between: Recorded:

TNT Construction, Inc.

Auditor's No.:

June 11, 1980 8006110010

Providing:

Usage of access road

O. AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

By:

Northwest Pipeline Corporation

And Between:

John A. Lange and Gayle Lange

Recorded: Auditor's No.:

October 10, 2001

Providing:

200110100109

Affects:

Authorization for specific encroachment

Portion in the Southwest 1/4 of the Northeast 1/4

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Exhibit A (pg 5)

EXCEPTIONS CONTINUED:

P. AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

By:

John A. Lange and Joy G. Lange

And Between:

North County Bank

Recorded: Auditor's No.:

January 22, 2002 200201220096

Providing:

Affects:

Hazardous Substances Agreement Said premises and other property

Q. AGREEMENT REGARDING CONDITIONS OF ANNEXATION AND THE TERMS AND CONDITIONS THEREOF:

Between: And:

City of Sedro-Woolley, a Washington Municipal Corporation

S-W Land Company, LLC, a Washington Limited

Partnership, et al Dated:

Recorded: Auditor's No.: January 9, 2002 April 2, 2002 200204020058

R. AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

By:

City of Sedro Woolley, et al

And Between:

City of Sedro Woolley, et al

Recorded: Auditor's No.:

May 7, 2003 200305070171

Providing:

Development conditions and provisions

S. AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

By:

Sauk Mountain Village, L.L.C., et al

And Between:

City of Sedro Woolley, et al

Recorded:

May 7, 2003

Auditor's No.:

200305070172

Providing:

Development conditions and provisions

T. AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

Between:

City of Sedro-Woolley, a Washington Municipal Corporation

And: Dated:

John A. Lange and Gayle Lange, husband and wife

Recorded:

May 31, 2003 June 9, 2003

Auditor's No.:

200306090031

Regarding:

Development Agreement

Said Agreement is a re-recording of Agreement recorded March 26, 2003, under Auditor's File No. 200303260180.

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Exhibit A (pg 6)

EXCEPTIONS CONTINUED:

T. (continued):

FIRST AMENDMENT TO DECLARATION OF EASEMENTS, RESERVATIONS AND RESTRICTIVE COVENANTS:

Recorded:

June 30, 2003

Auditor's File No.:

200306300001

SECOND AMENDMENT TO DECLARATION OF EASEMENTS, RESERVATIONS AND RESTRICTIVE COVENANTS:

Recorded:

January 28, 2004

Auditor's No.:

200401280120

U. AGREEMENT AND THE TERMS AND CONDITIONS THEREOF

By:

City of Sedro Woolley

And Between:

Dukes Hill, L.L.C. a Washington limited liability company,

ct al

Recorded:

January 29, 2004

Auditor's No.:

200401290098

Providing:

Development Agreement regarding obligations arising from

Development Approval

Affects:

Said premises and other property

SAID INSTRUMENT IS A RE-RECORDING OF INSTRUMENT:

Recorded:

February 2, 2004

Auditor's File No.:

200402030145

V. EASEMENT DELINEATED ON THE FACE OF SAID PLAT:

For:

Utilities

Affects:

10 feet adjoining road

W. EASEMENT CONTAINED IN DEDICATION OF SAID PLAT:

For:

All necessary slopes for cuts and fills

Affects:

Any portions of said premises which abut upon streets,

avenues, alleys and roads

X. EASEMENT CONTAINED IN DEDICATION OF SAID PLAT:

For:

30 foot buffer setback and drainage easement

Affects:

The Southeasterly 30 feet of lots 34, 35, 36, 37, 38, 39, 40,

and 41

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Exhibit A

EXCEPTIONS CONTINUED:

Y. EASEMENT CONTAINED IN DEDICATION OF SAID PLAT:

For:

Utilities

Affects:

The Southwesterly portion of Lot 3 and the Northeasterly

portion of Lot 4

Z. Easement provisions contained on the face of said plat, as follows:

Easements are granted to Sauk Mt. View Estates South Homeowners Association, its successors and assigns, the perpetual right, privilege and authority enabling the Grantee to do all things necessary or proper in the construction and maintenance of stormwater utilities or related facilities, including the right to construct, operate, maintain, inspect, improve, remove, restore, alter, replace, relocate, connect to and locate at any time a pipe or pipes, ditches, conveyances, ponds and other facilities over, across, along, in and under the lands as shown on this plat, together with the right of ingress to and egress from said lands across adjacent lands of the Grantor. Also, the right to cut and/or trim all brush or other growth standing or growing upon the land of the Grantor, which, in the opinion of the Sauk Mt. View Estates South Homeowners Association, constitutes a menace or danger to said line(s) or to persons or property by reason of proximity to the line(s).

Grantor, its heirs, successors or assigns hereby conveys and agrees not to construct or permit to be constructed structures of any kind on the easement area without written approval of the Sauk Mt. View Estates South Homeowners Association. Grantor shall conduct its activities and all other activities on Grantor's property so as not to interfere with, construct or endanger the usefulness of any improvements or other facilities, now or hereafter, maintain upon the easement or in any way interfere with, obstruct or endanger the City's use of the easement.

The Sauk Mt. View Estates South Homeowners Association may assigns its rights under this easement to any municipality, public district or other entity.

AA. Easement provisions contained on the face of said plat, as follows:

A 20 foot strip of land for access purposes to the golf course detention and water quality facility, being 10 feet on either side of the following described centerline:

Commencing at the Southernmost point of the centerline of Arrezo Drive as dedicated within the plat of Sauk Mountain View Estates South, a Planned Residential Development, Phase I, and recorded under Auditor's File No. 200306090032, records of Skagit County Washington; thence South 01°07'43" East, 472.64 feet to a point of curvature;

thence along a curve to the left having a radius of 145.00 feet through a central angle of 33°21'13" an arc length of 84.41 feet;

thence South 40°53'38" West, 118.70 feet;

thence South 49°06'22" East, 17.00 feet to the point of beginning of said access easement centerline;

thence South 40°53'38" West, 117.33 feet;

thence South 50°35'04" East, 4.92 feet to a point of curvature;

thence along the arc of a curve to the right having a radius of 50.00 feet through a central angle of 47°03'09" an arc length of 41.06 feet to a point of tangency;

thence along said tangent South 03°31'55" East, 101.02 feet;

thence South 41°00'06" East, 337.84 feet;

thence continuing South 41°00'06" East, 64.41 feet to the termination point of said access easement centerline.

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Exhibit A (pg 8)

EXCEPTIONS CONTINUED:

BB. Easement provisions contained on the face of said plat, as follows:

A non-exclusive easement for a non-motorized public trail to the City of Sedro-Woolley a 20 foot strip of land for trail purposes, being 10 feet on either side of the following described centerline:

Commencing at the Northwest corner of Lot 1 in the Plat of Sauk Mountain View Estates South, a Planned Residential Development Phase 1, as recorded under Auditor's File No. 200306090032, records of Skagit County, Washington;

thence South 88°18'58" West, 93.56 feet to the point of beginning of said easement centerline;

thence South 01°24'34" West, 101.65 feet;

thence South 05°05'21" East 80.82 feet;

thence South 00°24'26" West, 197.59 feet;

thence South 04°20'33" West, 121.11 feet;

thence South 01°27'43" East, 42.39 feet;

thence South 04°39'15" East, 147.85 feet to a point of curvature;

thence along the arc of a curve to the left having a radius of 100.00 feet through a central angel of 45°55'49", an arc length of 80.16 feet to a point of tangency;

thence along said tangent South 50°35'04" East, 59.02 feet;

thence North 40°53'38" East, 117.33 feet;

thence South 40°53'58" West, 117.33 feet;

thence South 50°35'04" East, 4.92 feet to a point of curvature of a curve to the right having a radius of 50 feet through a central angle of 47°03'23" and arch length of 41.06 feet to a point of tangency; thence South 03°31'55" East, 101.02 feet;

thence South 41°00'06" East, 337.84 feet;

thence continuing South 41°00'06" East, 64.41 feet to the termination point of said easement centerline;

TOGETHER WITH an easement for ingress and egress over adjacent property for maintenance purposes.

CC. Easement provisions contained on the face of said plat, as follows:

Easements are granted to the City of Sedro-Woolley, Washington, a municipal corporation, its successors and assigns, the perpetual right, privilege and authority enabling the City to do all things necessary or proper in the construction and maintenance of sewer, stormwater and communication line(s), and other municipal and public utilities or related facilities, including the right to construct, operate, maintain, inspect, improve, remove, restore, alter, replace, relocate, connect to and locate at any time a pipe or pipes, line or sewer, stormwater, and communication lines or other municipal and public facilities or other similar public services, over, across, along, in and under the lands as shown on this Plat, together with the right of ingress to and egress from said lands across adjacent lands of the Grantor; also, the right to cut and/or trim all brush or other growth standing or growing upon the land of the Grantor which, in the opinion of the City, constitutes a menace or danger to said line(s) or to persons or property by reason of proximity to the line(s). The Grantor agrees that title to all brush, other vegetation or debris trimmed, cut and removed from the easement pursuant to this agreement is now vested in the City.

Grantor, its heirs, successors or assigns, hereby conveys and agrees not to construct or permit to be constructed structures of any kind on the easement area without written approval of the City Public Works Director. Grantor shall conduct its activities and all other activities on Grantor's property so as not to interfere with, obstruct or endanger the usefulness of any improvements or other facilities, now or hereafter maintain upon the easement or in any way interfere with, obstruct or endanger the

City's use of the easement.

Grantee may assign the rights under this easement by agreement, assignment, franchise or other device to any public or privately owned entity.

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Exhibit A

EXCEPTIONS CONTINUED:

DD. Notes on the face of said plat:

COVENANTS, CONDITIONS AND RESTRICTIONS

This plat of Sauk Mountain View Estates South – Phase 3, a Planned Residential Development, is subject to the same covenants, conditions and restrictions as were recorded to the plat of Sauk Mountain View Estates South – a Planned Residential Development, under Auditor's File No. 200306090033, records of Skagit County, Washington, AND AS AMNENDED and FILED under Auditor's File No. 200306300001, records of Skagit County, Washington.

Building setback line(s) delineated on the face of said plat.

An open space covenant over Tract A is conveyed to the City of Sedro Woolley transferring remaining development rights to the City. Tract A shall be maintained as lawn, field or native vegetation, subject to the easements and restrictions of record.

Tract A – East – is hereby dedicated and quit claimed in fee to SMVE-South Homeowners Association. Subject to the easements and covenants of record. The association will maintain as a usable open space walking area and for passive recreational use. Tract A (Common Area).

Tract A – West – is hereby dedicated and quit claimed in fee to SMVE-South Homeowners Association. Subject to easements and convents recorded. This area to be maintained in its existing natural condition. Native vegetation to remain.

EE. MINERAL RESERVATIONS CONTAINED IN DEED:

From:

The Wolverine Company

To:

Frank Benecke and Marie Benecke, husband and wife

Dated: Recorded:

June 24, 1908

Accorded:

June 28, 1908

Auditor's No.: As Follows:

Volume 68 of Deeds, page 357

"Excepting, however, from the operation of this deed and reserving unto the said party of the first party, its successors and assigns, all mineral and mineral oils in or under any of said lands, whether said minerals or mineral oils are now known, or shall hereafter be discovered; without, however, any right of the part of the first part, its successors or assigns, in, to or upon the surface of any of

(Affects portion lying within SW 1/4 of NE 1/4)

Exhibit A (pg 10)

EXCEPTIONS CONTINUED:

FF. Exceptions and reservations contained in Deed whereby the Grantor excepts and reserves all oils, gases, coal, ores, minerals, fossils, etc., and the right of entry for opening, developing and working mines, etc., provided that no rights shall be exercised until provision has been made for full payment of all damages sustained by reason of such entry; Together With the right, upon paying reasonable compensation, to acquire rights of way for

transporting and moving products from other lands, contained in Deed:

Recorded:

July 28, 1908

Auditor's No.:

68626

Executed By:

The Wolverine Company

Affects: As Follows:

Portion in the Southwest ¼ of the Northeast ¼

Excepting and reserving unto grantor, its successors and assigns, all mineral and mineral oils in, or under any of said lands, whether said mineral or mineral oils are now known, or shall hereafter be discovered; without however any right

in, to or upon the surface of any of said lands

GG. EXCEPTIONS AND RESERVATIONS AS CONTAINED IN DEED:

From:

C.A. Wicker, a bachelor

Recorded: Auditor's No.:

September 26, 1912 93017

As Follows:

Exception and reserving all minerals, oils, gases and fossils in or upon said premises and the right to enter said premises for any purpose incidental to the prospecting, mining, or extracting the same from said premises, provided, however, that the said party of the second part, his heirs, administrators and assigns shall be compensated for all damage done to the surface and soil of said land, and the improvements thereon.

HH. Exceptions and reservations contained in Deed whereby the Grantor excepts and reserves all oils, gases, coal, ores, minerals, fossils, etc., and the right of entry for opening, developing and working mines, etc., provided that no rights shall be exercised until provision has been made for full payment of all damages sustained by reason of such entry;

Together With the right, upon paying reasonable compensation, to acquire rights of way for transporting and moving products from other lands, contained in Deed:

From.

Skagit Realty Company

Recorded:

October 23, 1915

Auditor's No.: Affects:

110291

As Follows:

Portion in the Southeast 1/4 of the Northwest 1/4

Excepting and reserving, however, all mineral and mineral oils in or under any of said land, without, however, any right

in, to or upon the surface of any of said land

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Exhibit A (pg 11)

EXCEPTIONS CONTINUED:

NN. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Recorded:

Auditor's No.:

July 20, 2005

In Favor of:

200507200158

John Lange and Gayle Lange, their heirs and all future

owners, successors or assigns

For:

Grading

OO. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Recorded:

July 20, 2005

Auditor's No.:

200507200159

In Favor of:

John Lange Gayle Lange, their heirs and all future owners,

successors or assigns

For:

Grading

SKAGIT COUNTY RIGHT TO FARM DISCLOSURE AND THE TERMS AND CONDITIONS THEREOF:

Grantor:

Laurie A. Hoff

200609150196

Grantee:

D. B. Johnson Construction, Inc.

Recorded:

September 15, 2006

Auditor's File No.:

As Follows:

Buyer is aware that the property may be subject to the Skagit County right to Farm Ordinance, Skagit County Code section 14.48, which states:

"If your real property is adjacent to property used for agricultural operations or included within an area zoned for agricultural purposes, you may be subject to inconveniences or discomforts arising from such operations, INCLUDING BUT NOT LIMITED TO NOISE, ODORS, FLIES, FUMES, DUST SMOKE THE OPERATION OF MACHINERY OF ANY KIND DURING ANY 24 HOUR PERIOD (INCLUDING AIRCRAFT), THE STORAGE AND DISPOSAL OF MANURE, AND THE APPLICATION BY SPRAYING OR OTHERWISE OF CHEMICAL FERTILIZERS, SOIL AMENDMENTS, HERBICIDES AND PESTICIDES. Skagit County has determined that the use of real property for agricultural operations is a high priority and favored use to the county and will not consider to be a nuisance those inconveniences or discomforts arising from agricultural operations, if such operations are consistent with commonly accepted good management practices and comply with local, state, and federal laws.

QQ. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Grantee:

D. B. Johnson Construction, Inc., owner of the Lots 10, 11 and 17 of the Plat of Sauk Mountain View Estates South -

Phase 3

Purpose:

An easement for drainage of water and the maintenance and monitoring, construction, reconstruction, repair and upkeep of the drainage equipment located in the easement area, including the cutting and removal of brush, trees and other obstructions which interfere with the use of said easement, together with the rights of ingress and egress for such purposes.

Area Affected:

A strip of land six feet in width parallel with and adjacent to the Northwest (rear) Line of Lots 8 and

Dated:

Recorded:

August 30, 2006

Auditor's No.:

October 27, 2006 200610270089

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Exhibit A (pg 12)

EXCEPTIONS CONTINUED:

II. RESERVATION OF ALL OIL, GAS AND MINERALS IN FORMER RAILROAD RIGHT OF WAY AS CONTAINED IN DEED UNDER WHICH TITLE IS CLAIMED:

From:

Northern Pacific Railway Company, a corporation

Dated:

July 5, 1968

Recorded:

July 31, 1968

Auditor's No.:

716483

JJ. Terms and conditions of City of Sedro-Woolley Ordinance No. 1418-02 as recorded March 29, 2002, under Auditor's File No. 200203290182.

KK. DECLARATION OF EASEMENTS, RESERVATIONS AND RESTRICTIVE COVENANTS AND THE TERMS AND CONDITIONS THEREOF:

Declaration Dated:

June 6, 2002

Recorded:

June 9, 2003

Auditor's No.:

200306090033

Executed By:

John and Gayle Lange

AMENDMENT TO DECLARATION OF EASEMENTS, RESERVATIONS AND RESTRICTIVE COVENANTS:

Recorded:

June 30, 2003

Auditor's File No .:

200306300001

LL. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Recorded:

July 20, 2005

Auditor's No.:

200507200156

In Favor of:

John Lange and Gayle Lange, their heirs and all future

owners, successors or assigns

For:

Drainage

MM. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Recorded:

July 20, 2005

Auditor's No.:

200507200157

In Favor of:

John Lange and Gayle Lange, their heirs and all future

owners, successors or assigns

For:

Drainage

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DESCRIPTION:

Lot 9, "SAUK MOUNTAIN VIEW ESTATES - SOUTH - A PLANNED RESIDENTIAL DEVELOPMENT, PHASE 3," as per plat recorded on May 26, 2005, under Auditor's File No. 200505260107, records of Skagit County, Washington,

Situate in the City of Sedro-Woolley, County of Skagit, State of Washington.



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