



Skagit County Auditor 6/23/2017 Page 1 of 10 2:18PM \$82.00

SKAGIT COUNTY WASHINGTON REAL ESTATE EXCISE TAX 20172784 JUN 23 2017

Amount Paid \$ 261,220.00 Skagit Co. Treasurer By [Signature] Deputy

GUARDIAN NORTHWEST TITLE CO. 113309

Filed for Record at Request of: First American Title Insurance Company National Commercial Services 1850 K Street NW, Suite 1050 Washington, D.C. 20006 Attn: Joshua E. Slan, Esq.

Space above this line for Recorders use only

SPECIAL WARRANTY DEED (Not Statutory)

File No: \_\_\_\_\_ (\_\_\_\_\_)

Date: June 22, 2017

Grantor(s): 100-310 East College Way Holdings, LLC, a Maryland limited liability company
Grantee(s): B33 Skagit Valley LLC, a Delaware limited liability company
Abbreviated Legal: Lots 1, 2, 4, 5, 6, and 7, Mount Vernon BSE, Book 10 Pgs. 240-246 and Rec. 9309300143
Additional Legal on page: Exhibit A
Assessor's Tax Parcel No(s): P26287, P104612, P104625, P104610, P104935, P104614, P26284, P26285, P26296

That, 100-310 East College Way Holdings, LLC, a Maryland limited liability company ("Grantor"), whose mailing address is c/o CWCapital Asset Management, 7501 Wisconsin Avenue, Suite 500 West, Bethesda, Maryland 20814, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged from B33 Skagit Valley LLC, a Delaware limited liability company ("Grantee"), whose mailing address is 4001 South Decatur Boulevard, Suite 6, Las Vegas, Nevada 89103, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY, unto Grantee, the following described property:

- (i) That certain real property in Skagit County, Washington, which is described on Exhibit A attached hereto and incorporated herein by reference (the "Land");
(ii) All buildings, structures, utility lines, utility facilities, utility improvements, street and drainage improvements, and other improvements of any kind or nature

located in, on, or under the Land (all of the foregoing being referred to herein collectively as the "**Improvements**"); and

- (iii) All appurtenances benefiting or pertaining to the Land or the Improvements, including, without limitation, all of Grantor's right, title, and interest in and to all development and utility rights and permits benefiting the Land and all streets, alleys, rights-of-way, or easements adjacent to or benefiting the Land, and all strips or pieces of land abutting, bounding, or adjacent to the Land (all of the foregoing being referred to herein collectively as the "**Appurtenances**").

The Land, Improvements and Appurtenances are collectively referred to herein as the "**Property**".

**TO HAVE AND TO HOLD** the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, and Grantee's successors or assigns, forever; and, subject to all of the matters set forth or referred to herein, Grantor does hereby bind itself and its successors to **WARRANT AND FOREVER DEFEND** all and singular the Property unto Grantee, Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through or under Grantor, but not otherwise; provided, however that this conveyance is made by Grantor and accepted by Grantee subject to: (a) all of the title exceptions revealed in or by the recorded documents and other matters affecting the Property as set forth in **Exhibit B** attached hereto and incorporated herein by reference; and (b) all standby fees, taxes and assessments by any taxing authority for the current and all subsequent years, and all liens securing the payment of any of the foregoing.

GRANTEE ACKNOWLEDGES THAT GRANTOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS AS TO THE PHYSICAL CONDITION OF THE PROPERTY, OR ANY OTHER MATTER AFFECTING OR RELATED TO THE PROPERTY. GRANTEE EXPRESSLY AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PROPERTY IS CONVEYED "AS IS" AND "WITH ALL FAULTS", AND GRANTOR EXPRESSLY DISCLAIMS, AND GRANTEE ACKNOWLEDGES AND ACCEPTS THAT GRANTOR HAS DISCLAIMED, ANY AND ALL REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED (EXCEPT AS TO TITLE AS HEREIN PROVIDED AND LIMITED) CONCERNING THE PROPERTY, INCLUDING, WITHOUT LIMITATION, (i) THE VALUE, CONDITION, MERCHANTABILITY, HABITABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PROPERTY, (ii) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE CONSTRUCTION, OF ANY IMPROVEMENTS TO THE PROPERTY; AND (iii) THE MANNER OF REPAIR, QUALITY OF REPAIR, STATE OF REPAIR OR LACK OF REPAIR OF ANY SUCH IMPROVEMENTS. BY GRANTEE'S ACCEPTANCE OF THIS DEED, GRANTEE REPRESENTS THAT GRANTEE HAS MADE (i) ALL INSPECTIONS OF THE PROPERTY TO DETERMINE ITS VALUE AND CONDITION DEEMED NECESSARY OR APPROPRIATE BY GRANTEE, INCLUDING, WITHOUT LIMITATION, INSPECTIONS FOR THE PRESENCE OF ASBESTOS, PESTICIDE RESIDUES, HAZARDOUS WASTE AND OTHER HAZARDOUS MATERIALS AND (ii) INVESTIGATIONS TO DETERMINE WHETHER ANY PORTION OF THE PROPERTY LIES WITHIN ANY FLOOD HAZARD AREA AS DETERMINED BY THE U.S. ARMY CORPS OF ENGINEERS OR OTHER APPLICABLE AUTHORITY.

**[SIGNATURE PAGE FOLLOWS]**


EXECUTED AND DELIVERED to be effective as of the date set forth above.

**ASSIGNOR:**

**100-310 East College Way Holdings, LLC,**  
a Maryland limited liability company

By: U.S. Bank National Association, as Trustee,  
successor-in-interest to Bank of America, N.A.,  
as Trustee, successor to Wells Fargo Bank,  
N.A., as Trustee for the Registered Holders of  
Wachovia Bank Commercial Mortgage Trust,  
Commercial Mortgage Pass-Through  
Certificates, Series 2006-C25 (the "Trust"), its  
Sole Member/Manager

By: CWCcapital Asset Management LLC, a Delaware  
limited liability company, solely in its capacity as  
Special Servicer to the Trust

By:   
\_\_\_\_\_  
Frank Rinaldi, Vice President

**ACKNOWLEDGMENT**

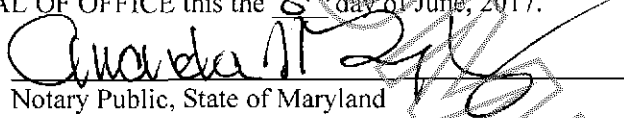
STATE OF MARYLAND

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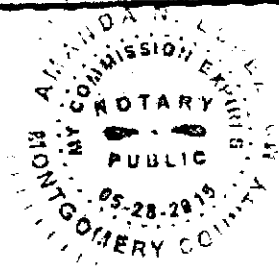
COUNTY OF MONTGOMERY

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Frank Rinaldi, Vice President of CWCcapital Asset Management LLC, the special servicer to U.S. Bank National Association, as Trustee, successor-in-interest to Bank of America, N.A., as Trustee, successor to Wells Fargo Bank, N.A., as Trustee for the Registered Holders of Wachovia Bank Commercial Mortgage Trust, Commercial Mortgage Pass-Through Certificates, Series 2006-C25, the Sole Member/Manager of 100-310 East College Way Holdings, LLC, a Maryland limited liability company, known to me to be the person whose name is subscribed on the foregoing instrument and acknowledged to me that same was executed for the purposes and consideration therein expressed and in the capacity therein stated as the act and deed of said entity.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 8<sup>th</sup> day of June, 2017.

  
\_\_\_\_\_  
Notary Public, State of Maryland  
My Commission expires: \_\_\_\_\_

**AMANDA N. LOPEZ**  
Notary Public-Maryland  
Montgomery County  
My Commission Expires  
**May 28, 2019**



Prepared by  
Yvette Mabbun, Esq.  
Quilling, Selander, Lownds, Winstelf & Moser, PC  
2001 Bryan Street, Suite 1800  
Dallas, Texas 75201  
File No. 3389.1558

**EXHIBIT A**

**Legal Description**

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF WASHINGTON, COUNTY OF SKAGIT, AND IS DESCRIBED AS FOLLOWS:

LOTS 1, 2, 4, 5, 6 AND 7 OF MOUNT VERNON BINDING SITE PLAN NO. MV-1-93, ENTITLED SKAGIT VALLEY SQUARE, APPROVED SEPTEMBER 29, 1993, RECORDED SEPTEMBER 30, 1993 IN BOOK 10 OF SHORT PLATS, PAGES 240-246, INCLUSIVE, UNDER AUDITOR'S FILE NO. 9309300143 AND BEING A PORTION OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M. SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

EXCEPT THAT PORTION CONVEYED TO THE CITY OF MOUNT VERNON, A MUNICIPAL CORPORATION BY DEED RECORDED UNDER AUDITOR'S FILE NO. 200804150168.

## EXHIBIT B

### Permitted Exceptions

1. All rights contained in Leases and other related documents in connection with those other properties contained in the City of Mount Vernon Binding Site Plan No. MV-1-93, entitled Skagit Valley Square approved September 29, 1993, recorded September 30, 1993 in Book 10 of Short Plats, pages 240-246, inclusive, under Auditor's File No. 9309300143 and being a portion of the Northeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 18, Township 34 North, Range 4 East, W.M.
2. Lease, and the terms and provisions thereof, between Lessor, Skagit Mall 90 Associates, and Lessee, Denny's Inc., for a term of 20 years with renewal options, recorded July 22, 1991, under Auditor's No. 9107220007. Affects an undisclosed portion of the subject property.
3. Memorandum of Lease and the terms and provisions thereof, between Lessor, Skagit Mall 90 Associates, and Lessee, Ernst Home Center, Inc., for a term of 20 years plus renewal options, recorded April 21, 1993, under Auditor's No. 9304210048. Said Memorandum of Lease relates back to documents recorded under Auditor's File Nos. 777910, 8512020036, 8512020037 and 9207270102.
4. Unrecorded Lease and the terms and conditions thereof, between Lessor, Skagit Capital, LLC, as Successor Lessor, and Lessee, Denny's Inc., a California corporation, for an undisclosed term, as disclosed by: "Prime Landlord's Consent" recorded as Auditor's File No. 200711140056. Affects Lot 6.
5. Memorandum of Lease and the terms and provisions thereof, between Lessor, Denny's Inc., and Lessee, DWO, LLC, dated June 27, 2007, recorded August 16, 2007, under Auditor's No. 200708160006. Affects Lot 6.
6. Landlord's consent to sublease between Landlord, Denny's Inc., Tenant, DWO, LLC, and Lender, Merrill Lynch Capital, dated June 27, 2007, recorded August 16, 2007, under Auditor's No. 200708160007. Affects Lot 6.
7. Memorandum of Lease and the terms and provisions thereof, between Lessor, 100-310 East College Way Holdings LLC, and Lessee, Hobby Lobby Stores, Inc., dated April 10, 2013, recorded October 3, 2013, under Auditor's No. 201310030028.
8. Unrecorded Lease and the terms and conditions thereof, between, Lessor, 100-310 East College Way Holdings, LLC, a Maryland limited liability company, and Lessee, Tractor Supply Company, a Delaware Corporation, dated May 18, 2016, for an undisclosed term, as disclosed by First Amendment to Declarations of Reciprocal Easements and Covenants, recorded May 18, 2016 under Auditor's File No. 201605180064.
9. Restrictions imposed by instrument dated January 20, 1955, recorded February 2, 1955, under Auditor's File No. 512633, as follows:

"That neither the grantees nor their heirs and assigns will ever erect any building, fence or other structure above the surface of the land herein and hereby conveyed within 4 feet of the East line thereof, such restrictions not to include any surfacing of the ground with gravel, cement, asphalt, etc."

10. Easement, including the terms and provisions thereof in favor of the State of Washington, recorded November 22, 1947, under Auditor's No. 411479, for road purposes.
11. Easement, including the terms and provisions thereof, in favor of Puget Sound Power & Light Co., a Corporation, recorded April 2, 1959, under Auditor's No. 578510 in Volume 301 of Deeds, Page 114, for a transmission line.
12. Easement, including the terms and provisions thereof: Grantee, City of Mount Vernon, recorded June 30, 1959, under Auditor's No. 582577, in Volume 303 of Deeds, Page 207, for sewer lines.
13. Relinquishment of right of access to State Highway and of light, view and air, under terms of deed to the State of Washington, recorded September 16, 1954, under Auditor's File No. 506543, October 19, 1954, under Auditor's File No. 508077, and September 16, 1954, under Auditor's File No. 506540. (Affects Parcel "A")
14. Easement, including the terms and provisions thereof, dated March 17, 1972, recorded March 17, 1972, under Auditor's No. 765540, for an undisclosed purpose. (Area Affected is North 200 feet of that portion of Tract "A", Short Plat No. MV-11-79)
15. Easement, including the terms and provisions thereof: Grantee, State of Washington, dated September 24, 1947, recorded November 22, 1947, under Auditor's No. 411473 for highway purposes. (Area Affected is 9 foot or 7 foot strip along the East line of Tract C, Short Plat MV-11-79)
16. Reservation of the right to lay, maintain, operate, repair and remove at any time a sewer pipeline pre-installed and the right for future installation, such other or additional utilities as are deemed necessary by the City of Mount Vernon, contained in Ordinance No. 1636, vacating a portion of a road right-of-way dated March 8, 1972, recorded March 24, 1972, under Auditor's File No. 765859.
17. Construction, Operation and Reciprocal Easement Agreement between Northmount Associates, a general partnership consisting of Mall Centers, Inc., a corporation, and Del Guzzi Construction, Inc., a corporation, and Sears, Roebuck and Company, a corporation, dated July 31, 1972, recorded November 6, 1972 under Auditor's File No. 776418, reference to the record hereby being made for full particulars.

An addendum to said agreement has been recorded September 10, 1973 under Auditor's File No. 790591.

18. Relocated sewer easement 20 feet in width, as disclosed by instrument dated July 14, 1972 and recorded July 17, 1972 under Auditor's File No. 771147, and described as follows:

A strip of land 20 feet in width, lying 10 feet on each side of the following described centerline: Beginning at a point on the West line of the Southeast 1/4 of the Northeast 1/4 of the Southeast 1/4, which point bears South 0 degrees 25' 05" West, a distance of 115.30 feet from the Northwest corner of said subdivision; thence East a distance of 5.00 feet to the true point of beginning of this easement centerline description; thence North 59 degrees 51' 00" East a distance of 259.50 feet; thence North 88 degrees 43' 48" East, parallel with and 10 feet North of the North line of said subdivision, a distance of 94.09 feet to a point which is 341 feet West and 10 feet North of the Northeast corner of said subdivision.

EXHIBIT B

19. Right-of-way Contract between Grantor, ABC-Pacific Corporation, a Washington corporation, and Grantee, Cascade Natural Gas Corporation, dated March 9, 1973, recorded April 3, 1973, under Auditor's No. 782911.
20. Easement and provisions contained therein: Grantee, Puget Sound Power & Light Company, dated August 23, 1973, recorded September 27, 1973, under Auditor's No. 791457, for the right to enter said premises to operate, maintain and repair underground electric transmission and/or distribution system, together with the right to remove brush, trees and landscaping which may constitute a danger to said lines.
21. Easement, including the terms and provisions thereof: Grantee, Union Oil Company of California, recorded June 21, 1976, under Auditor's No. 837329, for the purpose of installing, constructing, operating, maintaining, removing, repairing, replacing and using a storm drain line together with the right of ingress and egress from said described property for the foregoing purposes.
22. Easement, including the terms and provisions thereof: Grantee, Foodmaker, Inc., recorded July 23, 1976, under Auditor's No. 839682, for drainage purposes.
23. Easement, including the terms and provisions thereof: Grantee, Union Oil Company of California, a Corporation, recorded October 20, 1972, under Auditor's No. 775661, for ingress and egress only with parking prohibited thereon.
24. Terms, covenants and conditions as contained in Deed from ABC-Pacific Corporation to Pacific Coast Development Co., Inc., recorded May 1, 1973, under Auditor's File No. 784369.
25. Matters as disclosed and/or delineated on the face of Short Plat No. MV-11-79, recorded October 5, 1979, under Auditor's No. 7910050029.
26. Condemnation of access to State Highway No. 1-5 and of light, view and air by decree to the State of Washington, entered October 11, 1974, in the Skagit County Superior Court Cause No. SC 34107.
27. Easement and provisions contained therein: Grantee, Puget Sound Power & Light Company, a Washington Corporation, recorded August 15, 1991, under Auditor's No. 9108150130, for the right to enter said premises to operate, maintain and repair underground electric transmission and/or distribution system, together with the right to remove brush, trees and landscaping which may constitute a danger to said lines.

Affects a right-of-way 10 feet in width having 5 feet of such width on each side of a centerline described as follows:

Commencing at the point of beginning of that certain easement recorded under Auditor's File No. 791457, Volume 129, Page 351, records of Skagit County, Washington; thence South 12 degrees 22' 00" West, 425.98 feet along an existing underground power line on the above mentioned easement to the true point of beginning; thence following the approximate bearings and distances: South 56 degrees 28' 51" West, 79.22 feet; South 11 degrees 28' 51" West, 220.41 feet; South 11 degrees 01' 09" East, 130.35 feet to its terminus which is an existing transformer on the above described easement.

28. Easement and provisions contained therein: Grantee, Puget Sound Power & Light Company, a Washington Corporation, dated August 28, 1992, recorded September 3, 1992, under Auditor's No. 9209030104, for the right to enter said premises to operate, maintain and repair underground electric transmission and/or distribution system, together with the right to remove brush, trees and landscaping which may constitute a danger to said lines.

Affects a right-of-way 20 feet in width having 10 feet of such width on each side of a centerline described as follows:

Beginning at a point on the North line of the above described property (said North line being the South margin of College Way, SR-538), that is 55 feet East of the Northwest corner thereof; thence Southerly, 60 feet to its terminus.

29. Easement, including the terms and provisions thereof: Grantee, Puget Sound Power & Light Co., dated March 21, 1946, recorded March 27, 1946, under Auditor's No. 390035, Volume 208 of Deeds, Page 86, for electric transmission and distribution line. Area affected is portion of subject property.
30. Easement, including the terms and provisions thereof: Grantee, State of Washington, dated August 26, 1947, recorded October 25, 1947, under Auditor's No. 410370, for highway purposes.
31. Easement, including the terms and provisions thereof: Grantee, City of Mount Vernon, dated March 20, 1959, recorded June 30, 1959, under Auditor's No. 582576, for sewer line. Area affected is portion of subject property.
32. Easement, including the terms and provisions thereof: Grantee, Bud Buckner et al, dated December 15, 1969, recorded December 18, 1969, under Auditor's No. 734188.
33. Easement for repair, maintenance, replacement or improvement of the North wall of existing building on adjoining property to the South, over a portion of the South 5 feet of the property herein described as granted to Barnett Investment Company, Inc. in deed dated February 1, 1966 and recorded under Auditor's File No. 679044.
34. Easement, including the terms and provisions thereof: Grantee, Puget Sound Power & Light Company, a Washington Corporation, dated February 2, 1993, recorded February 5, 1993, under Auditor's No. 9302050142, for ". . . utility systems for purposes of transmission, distribution and sale of gas and electricity. . ." Area affected is portion of subject property
35. Matters as disclosed and/or delineated on the face of MV-1-93 – Skagit Valley Square, recorded September 30, 1993, under Auditor's No. 9309300143.
36. Agreement, and the terms and conditions thereof, between Hollander Investments (a duly licensed



Washington sole proprietorship), its successors and assigns, Skagit Mall 90 Associates, (a duly licensed Washington general partnership), its successors and assigns, and Pacific Northwest Properties (a duly licensed Washington general partnership), its successors and assigns., dated July 18, 1995, recorded September 15, 1995, under Auditor's No. 9509150047, regarding the Development Agreement for the Signalization and Extension of Roosevelt Avenue.

37. Agreement concerning common area dated June 25, 1973, recorded July 5, 1973 under Auditor's File No. 787571, between Island Savings and Loan Association of Oak Harbor and ABC-Pacific Corporation, a Washington corporation.
38. Agreement concerning common area dated September 1, 1973, recorded October 3, 1973 under Auditor's File No. 791653, between Island Savings and Loan Association of Oak Harbor and ABCPacific Corporation, a Washington corporation.
39. Non-Exclusive Easements affecting the portion of said premises and for the purposes stated herein, and incidental purposes for ingress and egress and parking spaces in favor of Island Savings & Loan Association and Skagit State Bank, recorded June 13, 1973, July 5, 1973 and September 24, 1973, under Auditor's Nos. 786423, 787570 and 791256.
40. Easement, including terms and provisions thereof: Grantee, Cascade Natural Gas Corporation, a Washington corporation, recorded July 19, 1993, under Auditor's No. 9307190086, for the right to construct, install, operate, maintain, protect, improve, repair and abandon in place a natural gas pipeline or pipelines.
41. Easement, including terms and provisions thereof: Grantee, Cascade Natural Gas Corporation, a Washington corporation, recorded July 6, 1995, under Auditor's No. 9507060054, for the right to construct, install, operate, maintain, protect, improve, repair and abandon in place a natural gas pipeline or pipelines. Said instrument supercedes instrument under Auditor's File No. 9307190086.
42. Easement, including terms and provisions thereof: Grantee, Public Utility District No. 1 of Skagit County, Washington, a Municipal corporation, its successors or assigns, recorded July 30, 1962, under Auditor's No. 624442, for the right to lay, maintain, operate, relay and remove at any time a pipe or pipes, line or lines for the transportation of water, and if necessary to erect, maintain, operate and remove said lines, with right of ingress and egress to and from. Area affected is a portion of said premises.
43. Matters disclosed by an unrecorded survey prepared by David R. Downing on October 14, 2005 as Job No. 05-045 as disclosed of record on pages 9 and 10 of that certain deed recorded as Auditor's File No. 200603300145.
44. Easement, including terms and provisions thereof: Grantee, Puget Sound Power & Light Company, a Washington corporation, recorded August 5, 1993, under Auditor's No. 9308050088, for the right to construct, install, operate, maintain, protect, improve, repair, replace and enlarge an underground electric transmission and/or distribution system. Area affected is portion of subject property.
45. Easement, including terms and provisions thereof: Grantee, City of Mount Vernon, Washington, recorded July 16, 1993, under Auditor's No. 9307160070, to construct, operate, maintain, repair, replace and enlarge an underground sanitary sewer line.
46. Easement, including terms and provisions thereof: Grantee, City of Mount Vernon, Washington,

recorded June 26, 1958, under Auditor's No. 567025, for the right to lay, maintain, operate, relay and remove at any time a sewer pipe or pipes, line or lines for the transportation of sewage, and if necessary to erect, maintain, operate and remove said lines, with right of ingress and egress to and from the same. Area affected is portion of subject property.

47. Easement, including terms and provisions thereof: Grantee, Public Utility District No. 1, recorded May 16, 2006, under Auditor's No. 200605160052, for water lines and related facilities. Area affected is portion of subject property.
48. Declaration of Easement, including the terms and provisions thereof, recorded August 9, 2013, under Auditor's No. 201308090081, for Reciprocal Easements and Covenants. Said instrument was modified by instrument recorded May 18, 2016, under Auditor's File No. 201605180064.
49. Agreement, and the terms and conditions thereof, between ABC-Pacific Corporation and Pay 'N Save Corporation, dated July 24, 1972, recorded December 7, 1972, under Auditor's No. 777911, regarding Easements and restrictions. Affects: Parcel "A".
50. All easements, covenants, restrictions, encroachments and other matters shown on the face of the Survey, recorded May 23, 1975, under Auditor's No. 817958. Affects adjoining property.
51. All easements, covenants, restrictions, encroachments and other matters shown on the face of the Survey, recorded October 16, 1987, under Auditor's No. 8710160033.
52. All easements, covenants, restrictions, encroachments and other matters shown on the face of the Short Plat No. MV-9-75, recorded July 24, 1975, under Auditor's No. 821066.
53. Agreement, and the terms and provisions thereof, between Horizon Bank Inc. and Skagit Mall 90 Association, recorded August 3, 1993, under Auditor's No. 9308030005, regarding an Underground Utility Easement and Amendment to Restrictive Covenant.