

When recorded return to:

MATTHEW ROUSE
1246 ARREZO DRIVE
SEDRO WOOLLEY, WA 98284



201801120052

Skagit County Auditor \$87.00
1/12/2018 Page 1 of 14 11:32AM

Filed for Record at Request of
WHATCOM LAND TITLE COMPANY, INC.
Escrow Number: W-145031

Land Title and Escrow

01-165646-0

Statutory Warranty Deed

Grantor: PATRICK GRANT
Grantee: MATTHEW ROUSE and JAQUELYN DUNHAM

THE GRANTOR PATRICK GRANT, a single person for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to MATTHEW ROUSE, an unmarried person, and JAQUELYN DUNHAM, an unmarried person the following described real estate, situated in the County of Skagit, State of Washington

LOT 13, "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 CITY OF SEDRO WOOLLEY, COUNTY OF SKAGIT, STATE OF WASHINGTON.

Tax Parcel Number(s): 4860-000-013-0000 P122927

SEE ATTACHED SCHEDULE "B-1" FOR EXCEPTIONS

Dated January 3, 2018

PATRICK GRANT

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

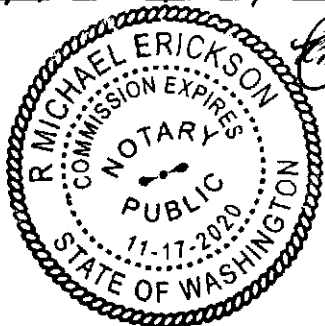
2018160
JAN 12 2018

Amount Paid \$ 4844.82
Skagit Co. Treasurer
By HIB Deputy

STATE OF WASHINGTON }
COUNTY OF WHATCOM } SS:

I certify that I know or have satisfactory evidence that PATRICK GRANT are the person(s) who appeared before me, and said person(s) acknowledged that HE/SHE/THEY signed this instrument and acknowledge it to be HIS/HER/THEIR free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: January 10, 2018



Sheridan Clough
Notary Public in and for the State of WASHINGTON
Residing at 1111 INGHAM - BURLINGAME
My appointment expires: 5/08/2020 11-17-20

EXCEPTIONS:

A. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Recorded: February 26, 1935
 Auditor's No.: 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 ¼ of the Northeast ¼ 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 ¼ of the Northwest ¼

C. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Recorded: June 6, 1946 and July 17, 1946
 Auditor's No.: 392628 and 394047
 In Favor of: The United State of America
 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 ¼ of NE ¼

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
 In Favor Of: Cascade Natural Gas Corporation, a corporation
 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 ¼ of NE ¼

EXCEPTIONS CONTINUED:

E. (Continued):

Said Easement is a correction of an Easement recorded November 26, 1956, under Auditor's File No. 544543.

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: The United State of America
 For: 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
 Affects: 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 Administration's Snohomish-Blaine No. 1 transmission line

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 ¼ 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.
 Dated: June 26, 2002
 Recorded: July 5, 2002
 Auditor's No.: 200207050100

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: Puget Sound Energy, Inc., a Washington Corporation
 Purpose: 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-way.
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
 Recorded: April 7, 2003
 Auditor's No.: 200304070119

N. AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

By: Betty Bolton
 And Between: TNT Construction, Inc.
 Recorded: June 11, 1980
 Auditor's No.: 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: October 10, 2001
 Auditor's No.: 200110100109
 Providing: Authorization for specific encroachment
 Affects: Portion in the Southwest 1/4 of the Northeast 1/4

EXCEPTIONS CONTINUED:

P. AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

By: John A. Lange and Joy G. Lange
 And Between: North County Bank
 Recorded: January 22, 2002
 Auditor's No.: 200201220096
 Providing: Hazardous Substances Agreement
 Affects: Said premises and other property

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

Between: City of Sedro-Woolley, a Washington Municipal Corporation
 And: S-W Land Company, LLC, a Washington Limited Partnership,
 et al
 Dated: January 9, 2002
 Recorded: April 2, 2002
 Auditor's No.: 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: May 7, 2003
 Auditor's No.: 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: John A. Lange and Gayle Lange, husband and wife
 Dated: May 31, 2003
 Recorded: 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.

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, et 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

Y. EASEMENT CONTAINED IN DEDICATION OF SAID PLAT:

For: Utilities
Affects: The Southwesterly portion of Lot 3 and the Northeasterly portion of Lot 4

EXCEPTIONS CONTINUED:

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.

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 angle 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.

EXCEPTIONS CONTINUED:

CC. (continued):

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.

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 AMENDED 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 covenants 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:	June 24, 1908
Recorded:	June 28, 1908
Auditor's No.:	Volume 68 of Deeds, page 357
As Follows:	

"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 said lands."

(Affects portion lying within SW ¼ of NE ¼)

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: Portion in the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$
 As Follows: 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: September 26, 1912
 Auditor's No.: 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.: 110291
 Affects: Portion in the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$
 As Follows: 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

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

EXCEPTIONS CONTINUED:

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

NN. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Recorded: July 20, 2005
Auditor's No.: 200507200158
In Favor of: 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

EXCEPTIONS CONTINUED:

PP. BYLAWS OF SAUK MOUNTAIN VIEW ESTATES SOUTH, HOMEOWNERS ASSOCIATION AND DECLARATION OF EASEMENTS, RESERVATIONS, AND RESTRICTIVE COVENANTS AND THE TERMS AND CONDITIONS THEREOF:

By:	Sauk Mountain View Estates South, Homeowners Association
Dated:	April 29, 2015
Recorded:	May 19, 2015
Auditor's No.:	201505190051

UNOFFICIAL DOCUMENT



Right to Manage Natural Resource Lands Disclosure

Skagit County's policy is to enhance and encourage Natural Resource Land management by providing County residents notification of the County's recognition and support of the right to manage Natural Resource Lands, e.g., farm and forest lands.

Skagit County Code 14.38.030(2) requires, in specified circumstances, recording of the following disclosure in conjunction with the deed conveying the real property:

This disclosure applies to parcels designated or within 1 mile of designated agricultural land or designated or within 1/4 mile of rural resource, forest or mineral resource lands of long-term commercial significance in Skagit County.

A variety of Natural Resource Land commercial activities occur or may occur in the area that may not be compatible with non-resource uses and may be inconvenient or cause discomfort to area residents. This may arise from the use of chemicals; or from spraying, pruning, harvesting or mineral extraction with associated activities, which occasionally generates traffic, dust, smoke, noise, and odor. Skagit County has established natural resource management operations as a priority use on designated Natural Resource Lands, and area residents should be prepared to accept such incompatibilities, inconveniences or discomfort from normal, necessary Natural Resource Land operations when performed in compliance with Best Management Practices and local, State, and Federal law.

In the case of mineral lands, application might be made for mining-related activities including extraction, washing, crushing, stockpiling, blasting, transporting and recycling of minerals. If you are adjacent to designated NR Lands, you will have setback requirements from designated NR Lands.

Washington State Law at RCW 7.48.305 also establishes that:

...agricultural activities conducted on farmland and forest practices, if consistent with good agricultural and forest practices and established prior to surrounding nonagricultural and nonforestry activities, are presumed to be reasonable and shall not be found to constitute a nuisance unless the activity or practice has a substantial adverse effect on public health and safety. An agricultural activity that is in conformity with such laws and rules shall not be restricted as to the hours of the day or day or days of the week during which it may be conducted.