

AFTER RECORDING MAIL TO:

Name SAFE HARBOR EXCHANGE CORPORATION
Address 2621 EASTLAKE AVE. E2621 EATLAKE AVENUE
City, State, Zip SEATTLE, WA 98102 SEATTLE, WA 98102
B63127

Filed for Record at Request of First American Title of Skagit County



200010090091

, Skagit County Auditor

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ORIGINAL Statutory Warranty Deed

FIRST AMERICAN TITLE CO.

B63127 E

THE GRANTOR LANSWEL DEVELOPMENT CORPORATION, a Delaware corporation for and in consideration of Ten Dollars and other valuable consideration & as part of a 1031 Tax Deferred Exchange in hand paid, conveys and warrants to SAFE HARBOR EXCHANGE CORPORATION, a Washington corporation the following described real estate, situated in the County of Skagit, State of Washington:

See Exhibit "A" attached hereto and made a part hereof.

SUBJECT TO: See Exhibit "B" attached hereto and made a part hereof.

ALSO SUBJECT TO:

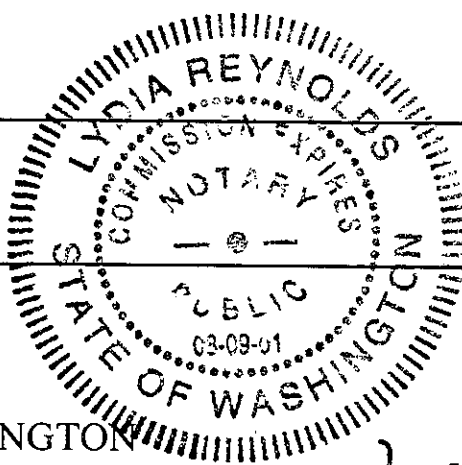
~~The Grantee(s) hereto agreed to assume~~ That certain Deed of Trust held by Jo Anne Tuengel, as her separate estate, in the original amount of \$880,000.00, the present balance of which, as of October 3, 2000 in the sum of \$670,512.37, dated June 29, 1992, recorded July 17, 1992, under Auditor's File No. 9207170014. ~~Grantee(s) agree to assume and pay said Deed of Trust according to its own terms and conditions.~~

SAID LANDS HAVE BEEN RECLASSIFIED FOR TAX PURPOSES. RECLASSIFIED AS GOLF COURSE RECORDED SEPTEMBER 29, 1975 UNDER AUDITOR'S FILE NO. 824088. THEY WILL BE SUBJECT TO FURTHER TAXATION AND INTEREST THEREUPON AS PROVIDED BY CHAPTER 84.34 AND 84 RCW UPON WITHDRAWAL FROM SUCH CLASSIFICATION OR CHANGE IN USE.

Abbreviated Legal: Section 18, Township 35, Range 5: Ptn. SW-NE; SE-NW and NW-SE

Assessor's Property Tax Parcel Account Number(s): 350518-1-004-0107 R39361, 350518-1-004-0206 R39362, 350518-1-004-0305 R39363, 350518-2-004-0006 R39370, 350518-4-012-0002 R39391

Dated this 2nd day of October, 2000.



LANSWEL DEVELOPMENT CORP

By: Anita Lee, President

STATE OF WASHINGTON
COUNTY OF Skagit

ss

I certify that I know or have satisfactory evidence that Anita Lee is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she is authorized to execute the instrument and acknowledged it as the President of LANSWEL DEVELOPMENT CORPORTION to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: October 2, 2000

37654
SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax

OCT 09 2000

Amount Paid \$ 22,644.00
By Skagit Co. Treasurer
DC Deputy

Notary Public in and for the State of Washington
Residing at Mount Vernon

My appointment expires: August 9, 2001

Exhibit "A"

The land referred to in this report/policy is situated in the State of Washington, County of Skagit, and is described as follows:

Parcel "A":

That portion of the Northwest 1/4 of the Southeast 1/4 of Section 18, Township 35 North, Range 5 East, W.M., lying North and West of the County Road (formerly right-of-way of the Puget Sound and Baker River Railway Company).

Parcel "B":

That portion of the Southwest 1/4 of the Northeast 1/4 of Section 18, Township 35 North, Range 5 East, W.M., lying Northerly of the Puget Sound and Baker River Railroad right-of-way, EXCEPT roads and rights-of-way of the Northern Pacific Railway Company and Drainage District No. 14 of Skagit County, Washington, AND ALSO EXCEPT the following described tracts, to-wit:

1.) Commencing at the Southeast corner of said Southwest 1/4 of the Northeast 1/4, said point being in the centerline of a North-South blacktop road; thence in a Northerly direction along said centerline, 521.62 feet; thence West, 19 feet to the true point of beginning on the West right-of-way fence line of said North-South blacktop road; thence West, 50 feet; thence North, 100 feet; thence East, 50 feet to a point on said West right-of-way fence line; thence South, 100 feet along said right-of-way fence line to the point of beginning.

2.) Beginning at a point on the West right-of-way line of the County Road, 521.62 feet North and 20.0 feet West of the Southeast corner of said subdivision; thence West, 50 feet; thence South, 25.0 feet; thence East, 50 feet to said West right-of-way line of the County Road; thence North along said right-of-way line, 25.0 feet to the point of beginning.

3.) That portion thereof conveyed to Skagit County by Deed dated December 11, 1963, and recorded December 12, 1963, under Auditor's File No. 644236.

4.) Tracts 1, 2 and 3, of Revised City of Sedro-Woolley Short Plat No. 2-80, approved May 22, 1984, and recorded June 1, 1984, under Auditor's File No. 8406010008, in Volume 6 of Short-Plats, Page 153, records of Skagit County, Washington.



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Exhibit "A" Continued

Parcel "C":

The Southeast 1/4 of the Northwest 1/4 of Section 18, Township 35 North, Range 5 East, W.M., lying South and East of the Northern Pacific Railway, EXCEPT that portion lying South and West of the BPA #46 power line right-of-way.

Parcel "D":

That certain tract or strip of land 100 feet in width within the Southeast 1/4 of the Northwest 1/4 and the Southwest 1/4 of the Northeast 1/4 of Section 18, Township 35 North, Range 5 East, W.M., as conveyed to the Seattle Lake Shore and Eastern Railway Company by Deed dated October 11, 1890, and recorded January 3, 1891, in Book 14 of Deeds, Page 495, records of Skagit County, Washington. EXCEPT mineral rights as reserved in Deeds recorded July 28, 1908, in Volume 68 of Deeds, Page 357; April 30, 1906, in Volume 63 of Deeds, Page 175; April 5, 1920, in Volume 118 of Deeds, Page 38, and July 31, 1968, in Volume 19 of Official Records, Page 330.

Parcel "E":

Tracts 2 and 3, of Revised Sedro-Woolley Short Plat No. SW-0280, approved May 22, 1984, and recorded June 1, 1984, in Volume 6 of Short Plats, Page 153, under Auditor's File No. 8406010008, records of Skagit County, Washington, being a portion of the Southwest 1/4 of the Northeast 1/4 of Section 18, Township 35 North, Range 5 East, W.M.



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Exhibit "B"

EXCEPTIONS:

A. EASEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF:

Grantee: Drainage District No. 14 of Skagit County
Dated: FEBRUARY 15, 1935
Recorded: FEBRUARY 26, 1935
Auditor's No.: 267764
Purpose: Drainage ditch purposes
Area Affected: Portion of the subject property in Southwest 1/4 of the Northeast 1/4

B. EASEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF:

Grantee: United States of America
Dated: APRIL 4, 1946
Recorded: APRIL 17, 1946
Auditor's No.: 390744
Purpose: Electric transmission line
Area Affected: The Southwest 1/4 of the Northeast 1/4 of the subject property

C. EASEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF:

Grantee: Pacific Northwest Pipeline Corporation,
a Delaware Corporation
Dated: MARCH 19, 1956
Recorded: SEPTEMBER 14, 1956
Auditor's No.: 541476
Purpose: Constructing and maintaining a pipeline
Area Affected: Exact location not disclosed on the record
Affects: The Southwest 1/4 of the Northeast 1/4 of the subject property

D. EASEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF:

Grantee: Cascade Natural Gas Corporation
Dated: OCTOBER 23, 1956 and MARCH 9, 1957
Recorded: NOVEMBER 26, 1956 and AUGUST 3, 1957
Auditor's No.: 544543 and 555867
Purpose: Constructing and maintaining etc., a pipeline
Area Affected: Exact location not disclosed on the record
Affects: The Southwest 1/4 of the Northeast 1/4

Said Easements were amended by instrument recorded November 9, 1982, under Auditor's File No. 8211090035.



Exhibit "B" Continued. . .

E. RESERVATIONS CONTAINED IN DEED

Executed by: The Wolverine Company, a Corporation
Recorded: JULY 28, 1908
Auditor's No.: 68626, Volume 68 of Deeds, Page 357
As Follows:

EXCEPTING, however, from the operation of this Deed and reserving unto the party of the first part, 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 of the party of the first part, its successors or assigns in, to or upon the surface of any of said lands.

Affects the Southwest 1/4 of the Northeast 1/4 of the subject property.

F. EASEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF:

Grantee: Puget Sound Power and Light Company
Dated: OCTOBER 9, 1975
Recorded: OCTOBER 21, 1975
Auditor's No.: 825105
Purpose: Right to construct, operate, maintain, repair, replace and enlarge one or more electric transmission and/or distribution lines over and/or under the right-of-way

Location:

That portion of the Southwest 1/4 of the Northeast 1/4 of Section 18, Township 35 North, Range 5 East, W.M., described as follows:

Beginning at the intersection of the centerline of the Fruitdale Road and the centerline of the McGarigle Road; thence Southwesterly along the centerline of said McGarigle Road for a distance of 57 feet; thence Northwesterly along a line being at right angles to said centerline, 30 feet to a point on the Northwesterly margin of McGarigle Road and the true point of beginning; thence continuing Northwesterly along said line, 10 feet; thence Southwesterly parallel to the said Northwesterly margin of McGarigle Road, 10 feet; thence Southeasterly in a straight line, 10 feet to a point on the said Northwesterly margin of McGarigle Road, 10 feet Southwest of, as measured along said margin, from the true point of beginning; thence Northeasterly along said margin 10 feet to the true point of beginning.



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Exhibit "B" Continued. . .

G. EASEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF:

Grantee: Puget Sound Power and Light Company
Dated: JUNE 12, 1945
Recorded: JUNE 16, 1945
Auditor's No.: 381140
Purpose: Electric transmission line
Area Affected: Exact location is not disclosed on the record

Affects a portion of the subject property in the Northwest 1/4 of the Southeast 1/4

H. EASEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF:

Grantee: United States of America
Dated: JUNE 25, 1946
Recorded: JUNE 25, 1946
Auditor's No.: 393285
Purpose: Electric transmission line
Area Affected: A 125 foot strip in the West 1/4 of the Northwest 1/4 of the Southeast 1/4

I. RESERVATIONS CONTAINED IN DEED

Executed by: The Wolverine Company, a Corporation
Recorded: APRIL 30, 1906
Official Records: Volume 63 of Deeds, Page 175
As Follows:

EXCEPTING, however, from the operation of this Deed and reserving unto the first party, its successors and assigns, all minerals and mineral oils now known or shall hereafter be discovered, without, however, any right of the first party, its successors and assigns in, to or upon the surface of any of said lands.

Affects the Northwest 1/4 of the Southeast 1/4

J. RESERVATIONS CONTAINED IN DEED

Executed by: G.T. Frazee, et ux
Recorded: APRIL 9, 1920
Auditor's No.: 141069
As Follows:

EXCEPTING and reserving all mineral and mineral oils in or under any of said land without, however, any right in, to or upon the surface of said land.

Affects the Southeast 1/4 of the Northwest 1/4



Exhibit "B"

Continued. . .

K. EASEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF:

Grantee: Puget Sound Power and Light Company
Dated: JUNE 18, 1945
Recorded: JUNE 20, 1945
Auditor's No.: 381240
Purpose: Right to construct, operate, maintain, repair, replace and enlarge one or more electric transmission and/or distribution lines over and/or under the right-of-way

Location:

A portion of the Southwest 1/4 of the Northwest 1/4, of the centerline described as follows:

On a course between points as follows:

Beginning at a point on the South line of said Tract, approximately 400 feet West of the Southwest corner thereof; thence North 42 degrees West, approximately 1100 feet; thence North 58 degrees West to the West line of said Tract, all as said centerline has been heretofore surveyed and located across said line.

L. EASEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF:

Grantee: United States of America
Dated: MAY 23, 1946
Recorded: JUNE 5, 1946
Auditor's No.: 392628
Purpose: Electric transmission line
Area Affected: A 125 foot strip in the Southeast 1/4 of the Northwest 1/4 of the subject property

M. EASEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF:

Grantee: Cascade Natural Gas Corporation
Dated: NOVEMBER 20, 1956
Recorded: DECEMBER 10, 1956
Auditor's No.: 545055
Purpose: Construct, maintain, etc., a gas pipeline
Area Affected: The exact location is not disclosed on the record
Affects: The Southeast 1/4 of the Northwest 1/4



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Exhibit "B" Continued. . .

N. EASEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF:

Grantee: United States of America
Dated: JUNE 12, 1963
Recorded: JUNE 19, 1963
Auditor's No.: 637410
Purpose: Electric transmission line
Area Affected: A portion of the subject property

O. EASEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF:

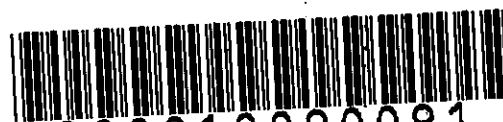
Grantee: United States of America
Dated: JANUARY 27, 1969
Recorded: JANUARY 30, 1969
Auditor's No.: 722276
Purpose: Transmission line
Area Affected: A 262.5 foot strip in the Southeast 1/4 of the Northwest 1/4 of the subject property

P. RESERVATIONS CONTAINED IN DEED

Executed by: Northern Pacific Railway Company
Recorded: JULY 31, 1968
Auditor's No.: 716483, Volume 19 of Deeds, Page 330
As Follows:

EXCEPTING and reserving unto the Grantor, its successors and assigns forever, all minerals of every nature whatsoever, including but not limited to uranium, coal, iron, natural gas and oil in, upon or under said land, TOGETHER WITH the right to the use of such part of the surface as may be necessary or convenient for the purpose of exploring for (by geological, geophysical or other methods) and drilling for, producing, mining, extracting, taking, storing and transporting the same; TOGETHER WITH the right to the use of such sub-surface strata as may be necessary or convenient for the purpose of underground storage or injection of oil, gas or other hydrocarbons, water or other substances therein, whether produced from the land or elsewhere, AND ALSO TOGETHER WITH the right to the use, in common with the Grantee, their heirs or assigns of such water as may be found in, upon or produced from said premises as may be necessary or convenient for its operations, EXCEPTING water from the wells and reservoirs of the Grantee, their heirs or assigns. The Grantor, its successors and assigns, shall only be obligated to reasonably compensate the Grantee or their heirs or assigns for actual physical damage to buildings, fences or other structures upon said land, sustained as a result of the use thereof by the Grantor, its successors or assigns.

Affects portion of the old abandoned right-of-way.



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Exhibit "B" Continued. . .

Q. EASEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF:

Grantee: Puget Sound Power and Light Company
Dated: OCTOBER 8, 1977
Recorded: OCTOBER 12, 1977
Auditor's No.: 866589
Purpose: Right to construct, operate, maintain, repair, replace and enlarge one or more electric transmission and/or distribution lines over and/or under the right-of-way
Location: A 10 foot wide strip of the subject property

R. EASEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF:

Grantee: Cascade Natural Gas Corporation, a Washington Corporation
Dated: JUNE 20, 1983
Recorded: AUGUST 15, 1983
Auditor's No.: 8308150046
Purpose: An easement to construct, maintain, inspect, operate, protect, repair, replace, alter and remove a regulator and odorizer station
Area Affected: A portion of Parcel "B"

Said Easement is a re-recording of that certain easement recorded June 28, 1983, under Auditor's File No. 8306280030.

S. EASEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF:

Grantee: Puget Sound Power and Light Company
Dated: JANUARY 15, 1990
Recorded: FEBRUARY 23, 1990
Auditor's No.: 9002230061
Purpose: 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
Area Affected: A portion of the subject property



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Exhibit "B" Continued. . .

T. RESTRICTION CONTAINED IN DEED THROUGH WHICH TITLE IS CLAIMED:

Grantor: Albert W. Fredlund and Janice W. Fredlund,
husband and wife
Grantee: Frederick D. Tuengel and Trudie J. Tuengel,
husband and wife
Dated: JANUARY 11, 1977
Recorded: JANUARY 31, 1977
Auditor's File No.: 850163
As Follows:

"Grantees agree that no buildings will hereafter be constructed on the premises by Grantees, their heirs, administrators or assigns without prior approval of the proper Skagit County authorities."

Said Deed is a re-recording of that Deed recorded January 17, 1977, as Auditor's File No. 849410.

Affects Parcel "E"

U. NOTES SET FORTH ON THE FACE OF SAID SHORT PLAT, AS FOLLOWS:

- 1.) Zoning - R - 8.4;
- 2.) Water - P.U.D.;
- 3.) Sewer - City of Sedro-Woolley;
- 4.) Fire Hydrant - Apparent nearest location is approximately 1200 feet Southwest of this North Plat at the intersection of Calkin Place Road and McGarigle Road.

V. COVENANT SET FORTH ON THE FACE OF SAID SHORT PLAT, AS FOLLOWS:

"The owners of Lots 1, 2 and 3, are hereby obligated to participate in any future limited improvement district, if proposed, designed to bring Fruitdale Road up to standards."



Exhibit "B"

W. EASEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF:

Grantee: Cascade Natural Gas Corporation, a
Washington corporation
Dated: November 3, 1997
Recorded: November 7, 1997
Auditor's No: 9711070070
Purpose:

"The Grantee is granted the right to construct, install, operate, maintain, protect, improve, repair and abandon in place a natural gas pipeline or pipelines under, over, through and across the above described property. The Grantee is further granted an easement for the non-exclusive right of access to and from said property for the purposes of utilizing the rights herein granted. The term "pipeline" includes gas lines, services, machinery, equipment and facilities related to the operation or maintenance of said gas lines. The Grantor, on behalf of itself and its agents, invitees and licensees, agrees not to impair or interfere with the full use and enjoyment by the Grantee of the rights herein granted. Without limiting the generality of the foregoing, the Grantor shall not erect any structure within the easement area, or conduct or permit any activities which may impair or interfere with the rights herein granted. The Grantee agrees to hold the Grantor harmless from any loss, cost or damage resulting from the Grantee's negligence in connection with the operation or maintenance of any pipelines installed under or over the easement premises and the Grantor agrees to hold the Grantee harmless from any loss, cost or damage caused by the Grantor, its agents, invitees or licensees or from any breach of this contract. Grantor agrees to cooperate with Grantee to obtain all necessary permits, licenses and governmental action so that Grantee may enjoy the full use and benefit of this right-of-way contract."

Area Affected: Parcel "B"

X. EASEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF:

Grantee: Northwest Pipeline Corporation
Dated: July 21, 2000
Recorded: September 7, 2000
Auditor's No: 200009070033
Purpose:

"...a facility easement ("Easement") in order to locate, survey, construct, entrench, enclose, maintain, repair, replace, protect, inspect and operate a facility and appurtenances including but not limited to valves, metering equipment, and related facilities ("facilities") that are necessary for the operation and maintenance of the pipelines for the transportation of natural gas and/or other related products, on, over, above and through the land described below."

Area Affected: Parcels "B" and "D"



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