



201211200163
Skagit County Auditor

11/20/2012 Page 1 of 14 2:14PM

Document Title:

Grant of Option to Purchase Real Property

Reference Number :

Grantor(s):

additional grantor names on page ____.

1. Fred Hopkins, married as separate property

2.

Grantee(s):

additional grantee names on page ____.

1. Elizabeth G. Walker, single

2.

Abbreviated legal description:

full legal on page(s) ____.

Ptn Lot 3, Sec 5, T 33N, R 4E, WM, Skagit Co., Wash.

Assessor Parcel / Tax ID Number:

additional tax parcel number(s) on page ____.

P16353 and P119345

**GRANT OF OPTION
TO
PURCHASE REAL PROPERTY**

THIS GRANT OF OPTION TO PURCHASE REAL PROPERTY is made this 9th day of November 2012, by and between Fred Hopkins, a married man as to his separate property (hereinafter collectively referred to as "Grantor"), and Elizabeth Walker, a single woman (hereinafter referred to as "Grantee").

WHEREAS, the foregoing named Grantor is the owner of the real property legally described in Exhibit A and depicted in Exhibit B hereto (the "Property"); and

WHEREAS, the Grantor and Grantee have reached an agreement whereby Grantor will Lease to Grantee the Property pursuant to the lease of even date attached hereto as Appendix No. 1; and

WHEREAS, the Grantor and Grantee have reached an agreement whereby Grantor will grant to Grantee an option to purchase the Property, the sum and substance of which grant each desires to set forth in full as follows:

GRANT OF OPTION AND AGREEMENT TO TERMS

1. **Property:** The Property subject to this Option Agreement is the real property owned by Grantor legally described in Exhibit A and depicted in Exhibit B hereto and the personal property described in Exhibit C hereto (the "Property").

2. **Consideration:** "Consideration" for this Agreement is a non-refundable, cash payment to Grantor in the amount FIFTY THOUSAND DOLLARS (\$50,000.00) the adequacy and sufficiency of which is hereby acknowledged by Grantor. Consideration shall be paid to Closing Agent immediately and disbursed to Grantor pursuant to paragraph 4 (b) below. Consideration paid shall be credited against the purchase price at Closing.

3. **Grant of Optional Right to Purchase:** Grantor hereby conveys and grants to Grantee the right to purchase the Property on the following terms and conditions:

a. **Exercise of Option:** Grantee may exercise this option by giving written notice thereof ("Concluding Notice") to Grantor at any time after January 1, 2013 and prior to 5:00 p.m. EST December 31, 2014 ("Termination Date"). Should Grantee fail to timely exercise this option on or before the Termination Date, then this option shall automatically terminate and neither party shall have any further rights or obligations hereunder whatsoever.

b. **Extension of Lease:** The Lease of the Property may be extended up to ninety days beyond the termination date set forth in said Lease, provided that the Option has been exercised by the Grantee prior to the termination date set forth above, and the Grantee has



at least fourteen (14) days prior to the Termination Date provided to Grantor written proof that an application for financing for the purchase of the Property is in process.

b. Purchase Price: The purchase price shall be FIVE HUNDRED THOUSAND dollars (\$500,000.00), with credit for Consideration, paid at closing as follows:

i. FOUR HUNDRED FIFTY THOUSAND DOLLARS & NO/100 DOLLARS (\$450,000.00) cash; and

c. Exercise of Option: If the option is exercised, the purchase and sale transaction shall be governed by the following paragraphs:

4. Title:

a. Condition of Title: Unless otherwise specified in this Agreement, title to the Property shall be marketable at closing. Rights, reservations, covenants, conditions, and restrictions, presently of record, easements, and encroachments, not materially affecting the value of the Property or unduly interfering with Grantee's intended use of the Property shall not cause the title to be considered unmarketable. Grantee shall conclusively be deemed to have accepted the condition of title unless Grantor receives notice of Grantee's objections thereto ("Objections") within ten (10) days after either the preliminary commitment for title insurance or any supplement thereto is received by or made available to Grantee or after mutual acceptance hereof, whichever is later. All Objections shall be paid or otherwise removed as encumbrances to title by Grantor on or before closing.

b. Objections: Grantor shall, within thirty (30) days of mutual acceptance clear any Objections and/or provide Grantee with its detailed written proposal to so clear the Objections prior to Closing ("Title Proposal"). Within fourteen (14) days thereof, Grantee shall provide written notice to Grantor that it disapproves of any aspect of the Title Proposal. Unless such Objection is resolved to the satisfaction of the Grantee, this Agreement shall be deemed materially breached, shall terminate and any Consideration paid shall be fully refunded to Grantee in full. Once Grantee gives notice that the Title Proposal is acceptable and provides to Closing Agent funds adequate to record this Agreement, the Consideration shall be immediately disbursed to Grantor and this Agreement shall be immediately recorded at Grantee's expense by Closing Agent.

c. Supplemental Objections: In the event that any additional encumbrance is revealed by the issuance of a supplement to the preliminary commitment for title insurance, Grantor shall, no later than thirty (30) days after issuance of such supplement clear any Objections and/or provide Grantee with its detailed written proposal to so clear any Objections prior to Closing ("Supplemental Title Proposal"). Within fourteen (14) days thereof, Grantee shall provide written notice to Grantor notice that it disapproves of any aspect of the Supplemental Title Proposal. Unless such objection is resolved to the satisfaction of the Grantee, this Agreement shall be deemed materially breached, shall terminate and the Consideration shall

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SPRING BOUNTY WASHINGTON
REAL ESTATE EXCISE TAX

NOV 20 2012



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Amount Paid \$
Skagit Co. Treasurer
By *VK* Deputy

be refunded to Grantee in full. If such supplement is issued less than sixty (60) days before closing, Closing shall be, at Grantor's sole discretion, delayed so as to not occur less than sixty (60) nor more than seventy (70) days after Grantee's receipt of the supplemental commitment.

5. **Title Insurance:** Grantor authorizes Closing Agent, at Grantor's expense, to apply for a standard form of owner's policy of title insurance, with inflation protection endorsements, if applicable and available at no additional cost, to be issued by Land Title Insurance Company. The title policy shall contain no exceptions other than those contained in said standard form and those not inconsistent with this Agreement.

6. **Conveyance:** Title of the real property shall be conveyed by statutory warranty deed and title of the personal property shall be conveyed by bill of sale, each free of encumbrances and defects except those included in this Agreement or otherwise accepted by Grantee as set forth in paragraph 4. The deed shall state that Grantors make no warranties regarding boundary line encroachments or the locations of boundaries. Grantee acknowledges and agrees that it has been or will prior to the expiration of the option be given a full opportunity to conduct a reasonable inspection and investigation of the Property. The bill of sale shall state that Grantors make no warranties with respect to the condition of or fitness for use intended for the personal property. Grantee specifically acknowledges and agrees that all the Property is being sold in an "AS IS" condition and "WITH ALL FAULTS" as of the Closing. Except as expressly set forth in this Agreement, no representations or warranties have been made or are made and no responsibility has been or is assumed by Grantor as to any matters concerning the Property.

7. **Closing:** Closing agent shall be Bradford E. Furlong, FURLONG BUTLER ATTORNEYS, 825 Cleveland Avenue, Mount Vernon, Washington, 98273. This sale shall be closed no later than ninety days from the date the Concluding Notice is received by Grantor. "Closing" means the date on which all documents are recorded and the sale proceeds are available for disbursement to Grantor. Grantee and Grantor shall deposit with Closing Agent all documents and monies required to complete this sale in accordance with this Agreement.

8. **Closing Costs & Proration:** Grantor and Grantee shall each pay half (1/2) of the escrow fee. Grantor shall pay real estate excise tax. Taxes for the then current year shall be prorated as of closing. Grantor shall pay for standard form title insurance and any recording fees associated with its obligation to clear title. Grantee shall pay recording fees for the deed and bill of sale.

9. **Possession:** Subject to the Lease, Grantee shall be entitled to possession on closing.

10. **FIRPTA Compliance:** If Grantee does not intend to use the Property as a principal residence, or if the purchase price exceeds \$300,000, then this sale may be subject to the withholding and reporting requirements of the Foreign Investment in Real Property Tax Act (FIRPTA), unless Grantor furnishes to Grantee an affidavit of nonforeign status. Grantor and Grantee agree to comply with FIRPTA, if applicable.

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11. **Notices:** Unless otherwise specified in this Agreement, any and all notices required or permitted to be given under this Agreement must be given in writing. All notices must be signed by an authorized representative of party giving the notice. Notices shall be deemed to be given when actually received at the address of the intended recipient, as set forth below, unless the recipient has prior thereto provided to the other party written notice of change of address. Notices sent via U.S. mail, receipt requested, shall be deemed received three (3) business days after deposit with the Postal Service. Notices sent via facsimile shall be deemed received when transmitted as set forth in a proof of transmission and receipt.

To Grantor:

Fred Hopkins
P.O. Box 822
Bokeelia, FL 33922

To Grantee:

Elizabeth G. Walker
19460 Hickox Road
Mount Vernon, WA 98274

And To: Closing Agent at the address set forth in paragraph 7 above

12. **Hazardous Substances:**

a. **Grantor's Disclosure:** For purposes of this Agreement and any document delivered at Closing, whenever the phrase "to the best of Grantor's knowledge" or "to the knowledge of Grantor" or words of similar import are used, they shall be deemed to refer to the then current actual knowledge of Fred Hopkins at the time indicated only and not any implied, imputed or constructive knowledge, without any independent investigation having been made or any implied duty to investigate.

Grantor represents to Grantee that, to the best of his knowledge: (1) there have been no releases of oil, hazardous waste, toxic substances or other pollutants or material ("Contaminants") on the Property in violation of any local, state or federal law or regulation, but Grantor has disclosed that the Property was used as a working commercial farm for several decades and that farm chemicals were used for weed and pest control on or about the Property, fuel oil and other petroleum products were used on or about the Property and that some minor incidental leaking of petroleum products from equipment may have occurred; (2), there are no hazardous environmental conditions which would affect the Property; (3) neither Grantor nor any other user or occupant of any part of the Property has been cited for violating any federal, state or local environmental law or regulation with respect to Contaminants on or about the Property while Grantor has owned the Property. To the best of Grantor's knowledge, Grantor has no reports, test results, or other documents in his possession relating to the presence or absence of hazardous materials on or about the Property.

b. **Grantee's right to Inspect and/or Terminate:** Grantor hereby grants to Grantee and Grantee's consultants the right to enter upon the Property at reasonable times to conduct tests and inspections and to collect samples related to the environmental condition of the Property. Grantee shall immediately remedy any disturbance to the Property caused by such

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testing, inspection or collection. If Grantee shall receive information that the Property has been affected with environmental contaminants, Grantee, at its discretion, may terminate this agreement. If no notice of termination is received by Grantor within fourteen (14) days of Grantee's receipt of information that the Property has been affected with environmental contaminants, Grantee's right to terminate this agreement shall terminate and Grantee shall be deemed to have accepted the so disclosed presence of environmental contaminants without recourse against Seller or Seller's insurers.

c. **Hold Harmless:** In the event it is determined, after this transaction closes, that Grantor's representation contained in 12(a) above was knowingly false then, and in that event, Grantor agrees to pay, be responsible for and hold Grantee harmless from any liability, cost or expense incurred as a result of such misrepresentation. This Paragraph 12 shall survive closing and shall bind and inure to the benefit of the parties' successors and assigns for a period of one (1) year thereafter when it shall automatically terminate.

13. **Computation of Time:** Unless otherwise expressly specified herein, any period of time specified in this Agreement shall expire at 5:00 p.m. of the last calendar day of the specified period of time, unless the last day is Saturday, Sunday, or legal holiday, as prescribed in RCW 1.16.050, in which event the specified period of time shall expire at 5:00 p.m. of the next business day. Any specified period of five (5) days or less shall include business days only.

14. **Termination:** In the event of termination of this Agreement, any costs authorized under this Agreement shall be paid by the party responsible there for.

15. **General Provisions:** Time is of the essence. There are no verbal agreements which modify this Agreement. This Agreement constitutes the full understanding between Grantor and Grantee.

16. **Litigation Costs:** This Agreement shall be governed by Washington State law. Venue for any action between the parties shall be Skagit County Superior Court. If any legal action or any other proceeding, including action for declaratory relief, is brought for the enforcement of this Agreement or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees and other costs incurred in that action or proceeding (including appeals), in addition to any other relief to which the prevailing party may be entitled. "Prevailing party" shall include without limitation:

- a. a party dismissing an action in exchange for sums allegedly due;
- b. a party receiving performance from the other party of an alleged breach of covenant or a desired remedy where the performance is substantially equal to the relief sought in an action; or
- c. the prevailing party as determined by a court of law.



17. **Successors and Assigns:** This Agreement shall inure to the benefit of and be binding on the parties and their respective successors, heirs, assigns, mortgagee and/or beneficiaries. All references to "Grantor" and "Grantee" include respective successors, heirs, assigns, mortgagees and/or beneficiaries of each. Grantee may assign its rights hereunder to any person or entity for use as a public park or for preservation so long as written notice of such assignment is provided to Grantor with fourteen (14) days thereof.

18. **Recordation:** This Agreement or memorandum thereof may be recorded at Grantee's option and expense.

19. **Quitclaim Deed:** Upon termination of this Agreement in accordance with its terms, Grantee shall deliver to Grantor a signed and acknowledged Quitclaim Deed in the appropriate form. Grantor may record the Quitclaim Deed following the termination of this Agreement.

20. **Exhibits:** All exhibits and any others referred to in this Agreement are incorporated into this Agreement by reference.

21. **Captions:** Captions and headings in this Agreement, including the title of this Agreement, are for convenience only and are not to be considered in construing this Agreement.

22. **Modification and Amendment:** This Agreement may not be modified or amended except in writing signed by Grantor and Grantee.

23. **Grantor's Obligations:** Grantor shall diligently take all reasonable steps to: (1) clear title pursuant to paragraph 4; (2) allow Grantee or Grantee's agents access to the Property to make inspections; and (3) allow Grantee access to records and information to assess the environmental condition of the Property.

24. **Realtor Representation/Commission:** Each party states that it was not represented by a realtor in this transaction. Should any realtor be entitled to a commission based representation of a party hereto, said party shall be solely responsible for said commission and save and hold harmless the other party there from.

[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY. SIGNATURES FOLLOW.]

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Exhibit "A", Parcel 1

ACREAGE ACCOUNT, ACRES 8.46, (DR17 DK03) THAT PORTION OF LOT 3, SECTION 5, TOWNSHIP 33 NORTH, RANGE 4 EAST W.M., DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID LOT, AS SAID ROAD EXISTED ON MAY 4, 1935, WHICH POINT IS SOUTH 90 EAST 882.8 FEET FROM THE POINT OF INTERSECTION OF THE WEST LINE OF SAID LOT WITH THE SOUTH LINE OF THE COUNTY ROAD; THENCE SOUTH 90 DEGREES EAST ALONG THE SOUTH LINE OF THE COUNTY ROAD, 220.7 FEET; THENCE SOUTH 2 DEGREES 57' 30" EAST 1198.9 FEET; THENCE NORTH 89 DEGREES 55' WEST 215.13 FEET TO A POINT WHICH IS SOUTH 89 DEGREES 55' EAST 861.2 FEET FROM THE WEST LINE OF LOT 3 AFORESAID; THENCE NORTH 3 DEGREES 13' WEST 1198.9 FEET TO THE PLACE OF BEGINNING. EXCEPT, THAT PORTION, IF ANY, LYING WITHIN THE EAST 10 FEET OF SAID LOT 3 AS CONVEYED TO SKAGIT COUNTY FOR ROAD PURPOSES BY DEED RECORDED UNDER AUDITOR'S FILE NO. 396182, AND EXCEPT ANY PORTION LYING WITHIN THE BOUNDARIES OF THE AS BUILT AND EXISTING COUNTY ROAD RUNNING ALONG THE EAST LINE OF SAID LOT 3 COMMONLY KNOWN AS BURKLAND ROAD, AND EXCEPT ANY PORTION THEREOF LYING WITHIN THE AS BUILT AND EXISTING COUNTY ROAD RUNNING ALONG THE NORTH LINE OF SAID LOT 3, COMMONLY KNOWN AS HICKOX ROAD, AND EXCEPT THAT PORTION THEREOF CONVEYED TO SKAGIT COUNTY FOR ROAD PURPOSES BY DEED DATED SEPTEMBER 16, 1974 AND RECORDED SEPTEMBER 16, 1974 UNDER AUDITOR'S FILE NO. 807334, RECORDS OF SKAGIT COUNTY. (DR17 DK03) THAT PORTION OF LOT 3, SECTION 5, TOWNSHIP 33 NORTH, RANGE 4 EAST W.M., DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID LOT, AS SAID ROAD EXISTED ON MAY 4, 1935, WHICH POINT IS SOUTH 90 EAST 882.8 FEET FROM THE POINT OF INTERSECTION OF THE WEST LINE OF SAID LOT WITH THE SOUTH LINE OF THE COUNTY ROAD; THENCE SOUTH 90 DEGREES EAST ALONG THE SOUTH LINE OF THE COUNTY ROAD, 220.7 FEET; THENCE SOUTH 2 DEGREES 57' 30" EAST 1198.9 FEET; THENCE NORTH 89 DEGREES 55' WEST 215.13 FEET TO A POINT WHICH IS SOUTH 89 DEGREES 55' EAST 861.2 FEET FROM THE WEST LINE OF LOT 3 AFORESAID; THENCE NORTH 3 DEGREES 13' WEST 1198.9 FEET TO THE PLACE OF BEGINNING. EXCEPT, THAT PORTION, IF ANY, LYING WITHIN THE EAST 10 FEET OF SAID LOT 3 AS CONVEYED TO SKAGIT COUNTY FOR ROAD PURPOSES BY DEED RECORDED UNDER AUDITOR'S FILE NO. 396182, AND EXCEPT ANY PORTION LYING WITHIN THE BOUNDARIES OF THE AS BUILT AND EXISTING COUNTY ROAD RUNNING ALONG THE EAST LINE OF SAID LOT 3 COMMONLY KNOWN AS BURKLAND ROAD, AND EXCEPT ANY PORTION THEREOF LYING WITHIN THE AS BUILT AND EXISTING COUNTY ROAD RUNNING ALONG THE NORTH LINE OF SAID LOT 3, COMMONLY KNOWN AS HICKOX ROAD, AND EXCEPT THAT PORTION THEREOF CONVEYED TO SKAGIT COUNTY FOR ROAD PURPOSES BY DEED DATED SEPTEMBER 16, 1974 AND RECORDED SEPTEMBER 16, 1974 UNDER AUDITOR'S FILE NO. 807334, RECORDS OF SKAGIT COUNTY.



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Exhibit "A", Parcel 2

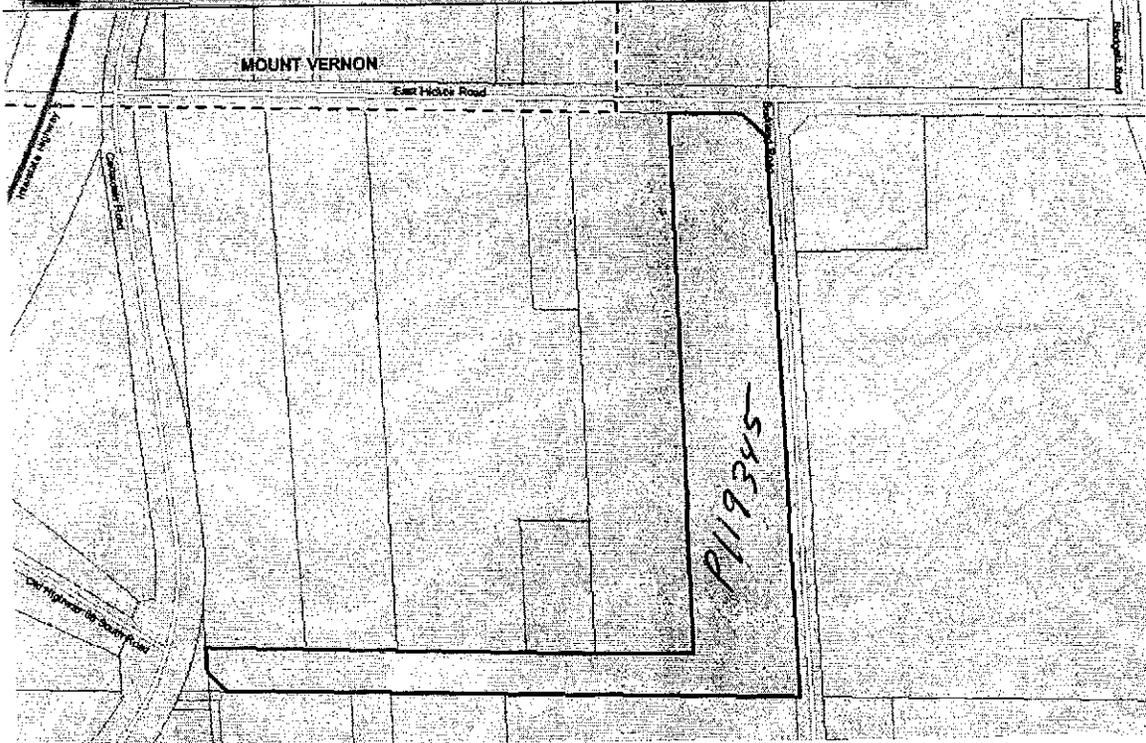
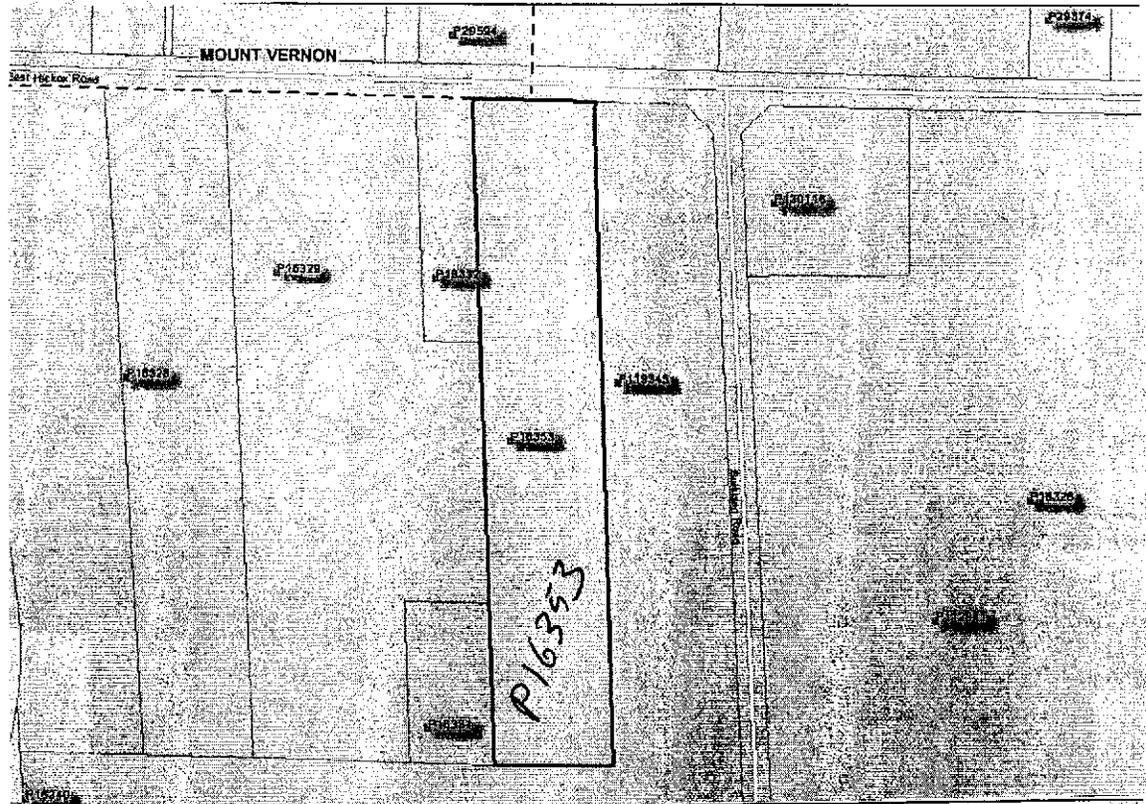
ACREAGE ACCOUNT, ACRES 6.09, (DR17 DK03) THAT PORTION OF LOT 3, SECTION 5, TOWNSHIP 33 NORTH, RANGE 4 EAST W.M., DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF THE HICKOX COUNTY ROAD AS SAID ROAD EXISTED ON MAY 4, 1935; EXTENDING ALONG THE NORTH LINE OF SAID LOT, WHICH IS 1103.5 FEET EAST (AS MEASURED ALONG SAID COUNTY ROAD) OF THE WEST LINE OF SAID LOT 3; THENCE SOUTH 2 DEGREES 57' 30" EAST 1198.9 FEET; THENCE NORTH 89 DEGREES 55' WEST 1076.5 FEET, MORE OR LESS, TO A POINT ON THE WEST LINE OF LOT 3 WHICH IS 1198.9 FEET SOUTH OF THE SOUTH LINE OF THE COUNTY ROAD RUNNING ALONG THE NORTH LINE OF LOT 3, AS SAID ROAD EXISTED ON MAY 4, 1935; THENCE SOUTH ALONG THE WEST LINE OF LOT 3 TO A POINT 40 FEET NORTH OF THE SOUTHWEST CORNER THEREOF; THENCE SOUTHEASTERLY IN A STRAIGHT LINE TO A POINT 40 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 3; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 3 TO THE WEST LINE OF THE COUNTY ROAD ALONG THE EAST LINE OF LOT 3; THENCE NORTH ALONG THE SAID WEST LINE OF THE COUNTY ROAD TO THE SOUTH LINE OF THE COUNTY ROAD ALONG THE NORTH LINE OF LOT 3; THENCE WEST TO THE PLACE OF BEGINNING. EXCEPT THAT PORTION, IF ANY LYING WITHIN THE EAST 10 FEET OF SAID LOT 3 AS CONVEYED TO SKAGIT COUNTY FOR ROAD PURPOSES BY DEED RECORDED UNDER AUDITOR'S FILE NO. 396182, AND EXCEPT ANY PORTION LYING WITHIN THE BOUNDARIES OF THE AS BUILT AND EXISTING COUNTY ROAD RUNNING ALONG THE EAST LINE OF SAID LOT 3 COMMONLY KNOWN AS BURKLAND ROAD, AND EXCEPT ANY PORTION THEREOF LYING WITHIN THE AS BUILT AND EXISTING COUNTY ROAD RUNNING ALONG THE NORTH LINE OF SAID LOT 3, COMMONLY KNOWN AS HICKOX ROAD, AND EXCEPT THAT PORTION THEREOF CONVEYED TO SKAGIT COUNTY FOR ROAD PURPOSES BY DEED DATED SEPTEMBER 16, 1974 AND RECORDED SEPTEMBER 16, 1974 UNDER AUDITOR'S FILE NO. 807334, RECORDS OF SKAGIT COUNTY, WASHINGTON. (DR17 DK03) THAT PORTION OF LOT 3, SECTION 5, TOWNSHIP 33 NORTH, RANGE 4 EAST W.M., DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF THE HICKOX COUNTY ROAD AS SAID ROAD EXISTED ON MAY 4, 1935; EXTENDING ALONG THE NORTH LINE OF SAID LOT, WHICH IS 1103.5 FEET EAST (AS MEASURED ALONG SAID COUNTY ROAD) OF THE WEST LINE OF SAID LOT 3; THENCE SOUTH 2 DEGREES 57' 30" EAST 1198.9 FEET; THENCE NORTH 89 DEGREES 55' WEST 1076.5 FEET, MORE OR LESS, TO A POINT ON THE WEST LINE OF LOT 3 WHICH IS 1198.9 FEET SOUTH OF THE SOUTH LINE OF THE COUNTY ROAD RUNNING ALONG THE NORTH LINE OF LOT 3, AS SAID ROAD EXISTED ON MAY 4, 1935; THENCE SOUTH ALONG THE WEST LINE OF LOT 3 TO A POINT 40 FEET NORTH OF THE SOUTHWEST CORNER THEREOF; THENCE SOUTHEASTERLY IN A STRAIGHT LINE TO A POINT 40 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 3; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 3 TO THE WEST LINE OF THE COUNTY ROAD ALONG THE EAST LINE OF LOT 3; THENCE NORTH ALONG THE SAID WEST LINE OF THE COUNTY ROAD TO THE SOUTH LINE OF THE COUNTY ROAD ALONG THE NORTH LINE OF LOT 3; THENCE WEST TO THE PLACE OF BEGINNING. EXCEPT, THAT PORTION, IF ANY LYING WITHIN THE EAST 10 FEET OF SAID LOT 3 AS CONVEYED TO SKAGIT COUNTY FOR ROAD PURPOSES BY DEED RECORDED UNDER AUDITOR'S FILE NO. 396182, AND EXCEPT ANY PORTION LYING WITHIN THE BOUNDARIES OF THE AS BUILT AND EXISTING COUNTY ROAD RUNNING ALONG THE EAST LINE OF SAID LOT 3 COMMONLY KNOWN AS BURKLAND ROAD, AND EXCEPT ANY PORTION THEREOF LYING WITHIN THE AS BUILT AND EXISTING COUNTY ROAD RUNNING ALONG THE NORTH LINE OF SAID LOT 3, COMMONLY KNOWN AS HICKOX ROAD, AND EXCEPT THAT PORTION THEREOF CONVEYED TO SKAGIT COUNTY FOR ROAD PURPOSES BY DEED DATED SEPTEMBER 16, 1974 AND RECORDED SEPTEMBER 16, 1974 UNDER AUDITOR'S FILE NO. 807334, RECORDS OF SKAGIT COUNTY, WASHINGTON.



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UNING

Exhibit "B"



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MT

EQUIPMENT INVENTORY

September 2012

Exhibit "C" ALL ITEMS AS IS

Quantity	Description	Serial #
1	STIHL Chain Saw 026	
1	Hand Post Hole Digger w/ Briggs 5 HP engine w/ 6" drill shaft	353486
1	5 HP well Pump with Motor	
1	Double Adjustable Plow	
1	Single Plow	
1	Strawberry field Planter	
1	Plow - 3 cutters	
6	Green House Fans 42"	
	Shade Cloth Assorted Size	
	Green House Covers Assorted Size	
1	Agriweld 10 Boom 50 Gal Tank Sprayer	
1	20 ft 4 wheel Trailer - unlicensed	
	Bench Frame Tops 17'x5'	P3-504618
1	Gas Heater	
1	OBC Fertilizer Injector	
1	Field roller/Spreader	
1	8' Spring Tooth Tractor Harrow	
1	2005 Kubota Tractor 4 WD -narrow Row B7510	
1	Maschio 36" Roto Tiller to fit Kubota Model 85	
1	Frontier RC 1048	
1	48" Field Mower Brush Hog	059760744
1	Cushman Electric Cart 6 12 volt batteries W/ Charger	
1	John Deere #540 Tractor w/ bucket	
1	John Deere Removable Fork Lift	V5400E640718
1	Toro Time Cutter Z4220 Model 74363	
1	Rears 8" Flail Mower	
1	Stihl Trimmer Weed FS 65	2800 1348
1	Echo Shrub Trimmer HC-150	
1	Maxa 8hp Generator 4000 Watt	
1	Kidron Cargo Box 7'x23'	
1	Kidco Cargo Box 7'x23'	



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