



201211290060  
Skagit County Auditor

11/29/2012 Page 1 of 11 10:27AM

**After Recording Return to:**

Northwest Farm Credit Services, FLCA  
P.O. Box 420  
Chehalis, WA 98532-0420

**NON-MERGER WARRANTY DEED  
IN LIEU OF FORECLOSURE**

101404

**GUARDIAN NORTHWEST TITLE CO.**

Grantor: HUTCHINGS, MERIBETH, and HUTCHINGS, CORY D.  
 Grantee: NORTHWEST FARM CREDIT SERVICES, FLCA  
 Legal Description: Section 28, Township 33, Range 4: Ptn. SE NE (aka Lots 1 and 2, Short Plat No. 99-0004 Add'l on p. 5  
 Tax Parcel ID#s: 330428-1-005-0600 (P116408) & 330428-1-005-0400 (P116406)  
 Reference Nos. 200710240044

THIS DEED, made this 20<sup>th</sup> day of November 2012, between Meribeth Hutchings, a single person, and Cory D. Hutchings, a single person, the Grantors, and Northwest Farm Credit Services, FLCA, a corporation chartered under the laws of the United States, whose physical address is 1700 S. Assembly Street, Spokane, WA 99224 and mailing address is P.O. Box 2515, Spokane, Washington 99220-2515, the Grantee.

WITNESSETH, that for and in consideration of granting this deed in lieu of foreclosure, and of the covenants hereinafter contained, the Grantors do by these presents grant, convey and warrant forever unto the Grantees and to its successors and assigns, all the property described on Exhibit A attached hereto and incorporated herein by this reference.

ALL SITUATE in the County of Skagit, State of Washington, subject to rights of way and easement for roads, utilities and irrigation ditches as same exist or appear of record, unpaid real property taxes, and mortgage to Grantee dated October 22, 2007, and recorded October 24, 2007, under Skagit County Auditor's File No. 200710240044.

And subject to those exceptions listed in Exhibit A attached hereto and incorporated herein by this reference.

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX  
20123792  
NOV 29 2012

GB/mf/NWFCS/HUTCHINGS66.DBEDINLIEU 10/20/12

Amount Paid \$0  
Skagit Co. Treasurer  
By MAM Deputy

TOGETHER WITH all water and water rights of every kind and description and however evidenced, used upon or appurtenant to said property, which in any manner entitle Grantors to water, including but not limited to ground water rights appurtenant to the property; and all rents, issues, profits, buildings and improvements thereon and in all tenements, hereditaments, rights, privileges, easements, rights of way and appurtenances, (including without limitation private roads, grazing privileges, water rights, ditches and conduits and rights of way therefor, all plumbing, lighting, heating, cooling, ventilating, elevating, and irrigating apparatus and other equipment and fixtures, now or hereafter belonging to or used in connection therewith), all of which is hereinafter called the "Property."

TO HAVE AND TO HOLD, all and singular, the said property, together with the appurtenances, unto the said Grantee, and to its successors and assigns forever. Grantors covenant with Grantee that the former is now seized in fee simple of the property granted; that the latter shall enjoy the same without any lawful disturbance; that the same is free from all encumbrances (except those set forth above); that Grantors and all persons acquiring any interest in the same through or for them will, on demand, execute and deliver to Grantee at Grantee's expense, any further assurance of the same that may be reasonably required; and that Grantors will warrant to Grantee all of the said Property against every person lawfully claiming the same, except those claiming under the above exceptions.

This deed is absolute in effect and conveys fee simple title of the property above described to the Grantee and does not operate as a rescission or as a mortgage, deed of trust, trust conveyance, or security agreement of any kind.

Grantee's acceptance of this conveyance is conditioned upon there being no liens against the property, except for those set forth above.

This deed does not effect a merger of the fee ownership and the lien of the mortgage in favor of Grantee described herein. The fee and lien shall hereafter remain separate and distinct. It is not the intent of the parties to affect the subrogation rights of any third parties.

This deed shall not operate to preclude Grantee from proceeding in any action to enforce the mortgage, but shall preclude Grantee from obtaining a deficiency judgment against the makers of the note. In such case, Grantee also covenants and agrees that it shall not seek or enforce any personal judgment against Grantors for the indebtedness.

Grantors do hereby waive, surrender, convey, and relinquish any equity of redemption and statutory rights of redemption concerning the property and mortgages described above.

Grantors hereby surrender and deliver possession of the property to Grantee.

Grantors declare that this conveyance is freely and fairly made, and Grantors are not acting under any misapprehension as to the legal effect of this deed, nor under any duress, undue influence, or misrepresentation of Grantee, its employees, agents, or attorneys, or any other person.



IN WITNESS WHEREOF, the Grantors have hereunto set their hand the day and year first above written.

DATED this 26 day of November, 2012.

*Meribeth Hutchings*  
MERIBETH HUTCHINGS

*Cory B. Hutchings*  
CORY B. HUTCHINGS

STATE OF WASHINGTON )  
 )ss.  
COUNTY OF SNOHOMISH )

I certify that I know or have satisfactory evidence that Meribeth Hutchings, a single person, is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 26 day of November, 2012.

*Regina Neighbors*  
Regina Neighbors

(Legibly print name of notary)  
NOTARY PUBLIC in and for the State of  
Washington, residing at Chase Bank  
My commission expires July 27, 2015

Notary Public  
State of Washington  
REGINA NEIGHBORS  
My Appointment Expires Jul 27, 2015



STATE OF WASHINGTON )  
 )ss.  
COUNTY OF Snohomish )

I certify that I know or have satisfactory evidence that Cory D. Hutchings, a single person, is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 26 day of November, 2012.

Regina Neighbors  
REGINA NEIGHBORS

(Legibly print name of notary)

NOTARY PUBLIC in and for the State of  
Washington, residing at Chase Bank

My commission expires July 27, 2015



EXHIBIT "A"  
LEGAL DESCRIPTION

Lots 1 and 2 of Skagit County Short Plat No. 99-0004, Approved December 8, 1999 and recorded December 10, 1999 under Auditor's File No. 199912100123, being a portion of the Southeast 1/4 of the Northeast 1/4 of Section 28, Township 33 North, Range 4 East, W.M.;

TOGETHER WITH a non-exclusive easement for ingress, egress and utilities along the West 60 feet of the South 1/2 of the East 25 acres of the Southeast 1/4 of the Northeast 1/4 of Section 28, Township 33 North, Range 4 East, W.M., EXCEPT roads as conveyed to Skagit County by Deeds recorded February 17, 1917, and June 8, 1925, under Auditor's File Nos. 177417 and 184655, as created by Order filed under Auditor's File No. 8506270020, records of Skagit County, Washington.

ALSO TOGETHER WITH a Non-exclusive easement for ingress, egress and utilities over and across Stargate Place as delineated on the face of the Short Plat.

Situate in Skagit County, Washington.

Tax Account Nos.: 330428-1-005-0600 (P116408)  
330428-1-005-0400 (P116406)

All water and water rights used upon or appurtenant to said property, however evidenced.

And including all rents, issues, profits, buildings and improvements thereon and in all tenements, hereditaments, rights, privileges, easements, rights of way and appurtenances, (including without limitation private roads, grazing privileges, water rights, ditches and conduits and rights of way therefor, all plumbing, lighting, heating, cooling, ventilating, elevating, and irrigating apparatus and other equipment and fixtures, now or hereafter belonging to or used in connection therewith).

Said property also subject to:

Reservation contained in deed executed by English Lumber Company, a Washington corporation, recorded January 16, 1913, under Auditor's File

Exhibit A-Page One



201211290060  
Skagit County Auditor

No. 94681, reserving, however, unto the grantor, its successors and assigns, all coal, minerals, mineral ores and valuable deposits of oil and gas in said lands now known or hereafter discovered, with the right to prospect for, extract and remove the same; provided, however, that the grantor, its successors or assigns, shall pay to the grantee, heirs or assigns, any damage caused to the surface of said lands by the extraction or removal of any such coal, minerals, mineral ores, oil or gas, and by the operation of prospecting for the mining the same.

Provisions contained in order of partition entered June 14, 1985 under Skagit County Cause No. 85-2-00239-6, wherein Robert F. Crane and Sally Crane, husband and wife, were plaintiffs and Greg Knight and Shelly C. Knight, husband and wife, were defendants, as follows: Maintenance of said roadway shall be the responsibility of Plaintiff until such time as there are other users, at which time it shall be divided equally between those users; provided, however, that any change in the configuration or widening of said road shall be the expense of the party wanting any change in the configuration or widening. (Affects Parcel "B".) Plaintiffs shall have the right to draw water for domestic purposes from that well located on the property awarded to Defendants for a period of two (2) years. Boundary line fence construction costs and maintenance expense shall be equally divided between the two (2) parcels created herein.

Easement and provisions therein wherein Puget Sound Power & Light Co. is grantee, dated October 17, 1993, recorded October 21, 1993, under Auditor's File No. 9310210077, for the purpose of right to enter said premises to operate, maintain, 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, affecting:

Right-of-way No. 1: A right-of-way located 10 feet in width having 5 feet of such width on each side of a centerline described as follows:

Beginning at a point on the South line of the above described property that is 100 feet West of the Southwest corner thereof; thence North 8 degrees West, 480 feet to the terminus of this description.



Right of Way No. 2: A right-of-way 10 feet in width having 5 feet of such width on each side of a centerline described as follows:

Beginning at a point on the East line of the above described property that is 200 feet North of the Southeast corner thereof; thence West, 100 feet to the point of beginning; thence North 84 degrees West, 360 feet to the terminus of this description.

Matters, terms and conditions as disclosed in the Findings of Fact/Entry of Order, No. SPU 94 010.ORD, In the matter of Application No. SPU 94 010.ORD of Dave and Kathy Burton to Allow the Use of an Existing Private Horse Riding Arena for Use as a Public Horse Riding Arena, entered August 22, 1994, and recorded under Skagit County Auditor's File No. 9408220065.

Matters as disclosed and/or delineated on the face of the following Short Plat: Short Plat No. 99-0004, recorded December 10, 1999, under Auditor's No. 199912100123, said matters include but are not limited to the following:

- A. Short Plat number and date of approval shall be included in all deeds and contracts.
- B. All maintenance and construction of roads shall be the responsibility of the homeowners association with the lot owners as members. See Maintenance Agreement filed under Auditor's File No. 199912100124.
- C. Sewer-Individual on-site sewage disposal systems.
- D. No building permit shall be issued for any residential and/or commercial structures which are not, at the time of application, determined to be within an official designated boundary of a Skagit County Fire District.
- E. Change in location of access, may necessitate a change of Address. Contact Skagit County Planning and Permit Center.



- F. Water – Individual Wells – Water will be supplied from individual water systems. Contact the Health Department to determine if additional water quality or quantity testing will be required for building permit approvals. Skagit County requires a 100 foot radius well protection zone for new individual water systems. The zone must be contained entirely on the lot owned in fee simple and/or be provided through appropriate covenants or easements. Present and future owners of lots with an existing well shall preserve a 100 foot radius well protection zone for existing well improvement or replacement. The well on Lot 4 may serve Lot 1 for livestock watering only. If in the future Lot 1 has a need for potable water a new well must be drilled or the well on Lot 4 must be approved as a Group B Public Water System.
- G. The subject property may be affected by easements or restrictions contained in AF#94681; AF# 7907240015, Skagit County Superior Court Cause No. 85-2-00239-6; AF#9203130020 and AF# 9408220065.
- H. Lot 4 is larger than 1 acre pursuant to SCC 14.08.118(6)(C)(II). See Administrative Decision No. PL99-0052 approved on March 12, 1999.
- I. Additional Card Notes required by SCC 14.08.118(9)(C)(II):
- (1) Open space within tracts, or restricted under NRLE. Use covenants and/or plat restrictions shall remain essentially unimproved with no building, or other development allowed. Buildings in OS-RA may be permitted only through a Special Use Permit and shall demonstrate their close association to the specific type of recreation proposed and the policies of the comprehensive plan. Open space may be used for utilities and, except in the Agriculture Natural Resource Lands (AG-NRL), recreational facilities. Provided that in natural resource zoning districts, non-residential buildings accessory to natural resource land production is permitted according to the terms of the plat note, and further provided that within AG-NRL no more than five percent (5%) or as indicated in the NRLE, of the land described in the NRLE





shall be covered by structures and/or non-tillable structures. See Open Space Easement/Agreement filed under Auditor's File No. 199912100125.

- (2) Only a portion of the land in open space designation shall be used for future density computations, and only then by utilizing the long subdivision Ordinance SCC 14.12, or the provisions of RCW 58.17.060 and furthermore, only after retaining the following percentages of open space from the original parcel (the land prior to any short card division).
- (a) Fifty percent (50%) in rural areas not served by public water and/or sewer;
  - (b) Ten percent (10%) if the open space is designated OS-FD within one (1) mile of UGA, Except for salt water islands separated from the UGA by an unbridged water way if Critical Area Ordinance (SCC 14.06) applies;
  - (c) Seventy-five percent (75%) in areas served by public sewer and water; and
  - (d) Ninety percent (90%) in areas designated agriculture, industrial forest, secondary forest, rural resource-NRL and mineral resource lands in the County Comprehensive Plan.
- J. This property lies within 300 feet of land designated resource lands by Skagit County. A variety of natural resource activities occur in the area that may be inconvenient or cause discomfort to area residents. This may arise from the use of chemicals; or from spraying, pruning, harvesting, or extraction, which occasionally generates dust, smoke, noise and odor. Skagit County has established resource uses as priority uses on designated natural resource lands, and residents of adjacent property should be prepared to accept such inconveniences or discomfort from normal, necessary natural resource lands operations when performed in compliance with best management practices and local, state and federal law.



- K. A portion of Lot 1 is designated as a drainfield areas for Lot 1 and Lot 2. The existing drainfield thereon was constructed under Sewage Permit No. S94-0760 and serves Lot 1. Contact the Skagit County Planning and Permit Center for additional information. The Stargate Place easement is to be used for the effluent line from Lot 2 to the drainfield easement.
- L. See Protected Critical Areas Agreement filed under Auditor's File No. 199912100126.
- M. Location of fencelines
- N. Approximate location of Puget Power easement described in AF#7907240015
- O. Well protection easement to Lot 4
- P. Exist. Drainfield approx.

Declaration of easement, including the terms and provisions thereof, recorded December 10, 1999, under Auditor's No. 199912100124, affecting area as constructed.

Regulatory Notice/Agreement that may include covenants, conditions and restrictions affecting the subject property recorded December 10, 1999, under Auditor's No. 199912100125, regarding Open Space Agreement. Reference is hereby made to the record for the full particulars of said notice/agreement. However, said notice/agreement may have changed or may in the future change without recorded notice.

Regulatory Notice/Agreement that may include covenants, conditions and restrictions affecting the subject property recorded December 10, 1999, under Auditor's No. 199912100126, regarding Protected Critical Area Agreement. Reference is hereby made to the record for the full particulars of said notice/agreement. However, said notice/agreement may have changed or may in the future change without recorded notice.



Regulatory Notice/Agreement that may include covenants, conditions and restrictions affecting the subject property recorded December 8, 2004, under Auditor's No. 200412080026, regarding Development Activities On or Adjacent to Designated Natural Resource Lands. Reference is hereby made to the record for the full particulars of said notice/agreement. However, said notice/agreement may have changed or may in the future change without recorded notice.

Regulatory Notice/Agreement that may include covenants, conditions and restrictions affecting the subject property recorded May 31, 2001, under Auditor's No. 200105310109, regarding Development Activities On or Adjacent to Designated Natural Resource Lands. Reference is hereby made to the record for the full particulars of said notice/agreement. However, said notice/agreement may have changed or may in the future change without recorded notice.

Regulatory Notice/Agreement that may include covenants, conditions and restrictions affecting the subject property executed by Chris A. Peppinger and Valerie M. Peppinger, and Meribeth Hutchings and Cory Hutchings, recorded October 24, 2007, under Auditor's No. 200710240045, regarding Right to Farm Disclosure. Reference is hereby made to the record for the full particulars of said notice/agreement. However, said notice/agreement may have changed or may in the future change without recorded notice.

Manufactured Home Title Elimination Application recorded under Auditor's File No. 200302250086 recites that a manufactured home is being affixed, or is affixed to said premises.

Agricultural Classification-- Said lands have been reclassified for tax purposes, notice of which is given by instrument as herein set forth. 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. Reclassified as Farm and Agricultural; recorded November 26, 1973 and September 30, 1974, under Auditors File Nos. 793711 and 808036. Notice of Continuance was recorded under Auditor's File No. 200710230002.

