



201301100129
Skagit County Auditor

LAND TITLE OF SKAGIT COUNTY

143765-0
Document Title:

STATUTORY WARRANTY DEED
Reference Number :

Grantor(s): additional grantor names on page ___

- 1. **HENRY COOK**
- 2. **AMEERAH COOK**

Grantee(s): additional grantee names on page ___

- 1. **ZUBIN EMMANUEL**
- 2.

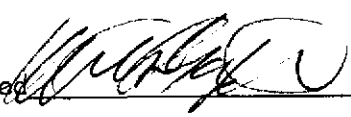
Abbreviated legal description: full legal on page(s) ___

LOT 29, SAUK MOUNTAIN VIEW ESTATES SOUTH PH 3

Assessor Parcel / Tax ID Number: additional tax parcel number(s) on page ___

P122943/4860-000-029-0000

I, **Kathy Boynton, Recording Officer, LTCO** am hereby requesting an emergency non-standard recording for an additional fee provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document. Recording fee is \$72.00 for the first page, \$1.00 per page thereafter per document. In addition to the standard fee, an emergency recording fee of \$50.00 is assessed. This statement is to become part of the recorded document.

Signed 

Dated 1-10-2013

When recorded return to:

ZUBIN EMMANUEL
711 E DENNY WAY #207
SEATTLE, WA 98122

Filed for Record at Request of
WHATCOM LAND TITLE CO., INC.
Escrow Number: W-112726

Statutory Warranty Deed

Grantor: HENRY COOK and AMEERAH COOK
Grantee: ZUBIN EMMANUEL

THE GRANTORS HENRY COOK and AMEERAH COOK, husband and wife for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to ZUBIN EMMANUEL, a single person the following described real estate, situated in the County of SKAGIT, State of Washington

LOT 29, "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.

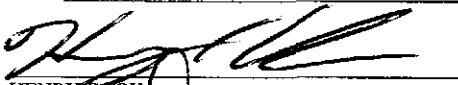

SITUATE IN THE CITY OF SEDRO WOOLLEY, COUNTY OF SKAGIT, STATE OF WASHINGTON.

Abbreviated Legal: LOT 29, SAUK MOUNTAIN VIEW ESTATES-SOUTH-PH. 3

SEE ATTACHED EXHIBIT "A" FOR EXCEPTIONS

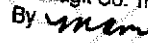
Tax Parcel Number(s): 4860-000-029-0000 PROPERTY ID NO: P122943

Dated December 26, 2012


HENRY COOK

AMEERAH COOK

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX


201380
JAN 10 2013

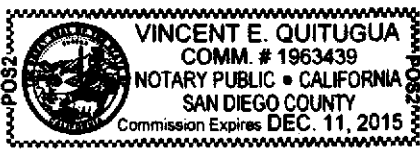
Amount Paid \$ 2141.⁰⁰
Skagit Co. Treasurer
By  Deputy

STATE OF California)
COUNTY OF San Diego) SS:

I certify that I know or have satisfactory evidence that HENRY COOK and AMEERAH COOK is/are the person(s) who appeared before me, and said person(s) acknowledged that HIS/HER/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: Dec 26, 2012


Notary Public in and for the State of California
Residing at San Diego
My appointment expires: Dec 11, 2015



See Attached.


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ACKNOWLEDGMENT

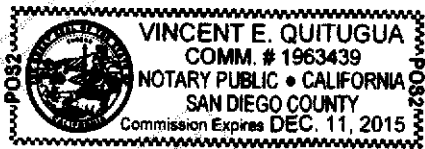
State of California
County of San Diego

On Dec 26, 2012 before me, Vincent E. Quitugua, Notary Public
(Insert name and title of the officer)

personally appeared Henry Cook and Ameerah Cook
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is/are~~
subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in
~~his/hers/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]

(Seal)



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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 1/4

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



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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



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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 $\frac{1}{4}$ of the Northwest $\frac{1}{4}$

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 $00^{\circ}38'43''$ 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 $55^{\circ}26'45''$ East a distance of 273.58 feet;
thence South $40^{\circ}20'02''$ 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 $89^{\circ}33'49''$ 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 $55^{\circ}26'45''$ 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



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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 etc.
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 ¼ of the Northeast 1/4



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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: Sank 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.



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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



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EXCEPTIONS CONTINUED:

Y. EASEMENT CONTAINED IN DEDICATION OF SAID PLAT:

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

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.



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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 $88^{\circ}18'58''$ West, 93.56 feet to the point of beginning of said easement centerline;
thence South $01^{\circ}24'34''$ West, 101.65 feet;
thence South $05^{\circ}05'21''$ East 80.82 feet;
thence South $00^{\circ}24'26''$ West, 197.59 feet;
thence South $04^{\circ}20'33''$ West, 121.11 feet;
thence South $01^{\circ}27'43''$ East, 42.39 feet;
thence South $04^{\circ}39'15''$ 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 $45^{\circ}55'49''$, an arc length of 80.16 feet to a point of tangency;
thence along said tangent South $50^{\circ}35'04''$ East, 59.02 feet;
thence North $40^{\circ}53'38''$ East, 117.33 feet;
thence South $40^{\circ}53'58''$ West, 117.33 feet;
thence South $50^{\circ}35'04''$ 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 $47^{\circ}03'23''$ and arch length of 41.06 feet to a point of tangency;
thence South $03^{\circ}31'55''$ East, 101.02 feet;
thence South $41^{\circ}00'06''$ East, 337.84 feet;
thence continuing South $41^{\circ}00'06''$ 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.



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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 AMNENDED 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)



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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



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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



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EXCEPTIONS CONTINUED:

PP. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Grantee: Jason Temple, his heirs, future owners, successors and assigns of Lot 34 of Plat of Sauk Mountain View Estates South – A Planned Residential Development – Phase 3 according to the Plat recorded under Skagit County Auditor's File No. 200505260107

Purpose: Vehicular Turn Around Easement

Area Affected: Portion of subject property

Dated: Not disclosed

Recorded: September 25, 2006

Auditor's No.: 200609250155

QQ. SKAGIT COUNTY RIGHT TO FARM DISCLOSURE AND THE TERMS AND CONDITIONS THEREOF:

Buyer: Henry Charles Cook

Seller: D. B. Johnson Construction Inc.

Recorded: August 4, 2006

Auditor's File No.: 200608040145

As Follows:

Buyer is aware that the property may be subject to the Skagit County right to Farm Ordinance, Skagit County Code section 14.48, which states:

"If your real property is adjacent to property used for agricultural operations or included within an area zoned for agricultural purposes, you may be subject to inconveniences or discomforts arising from such operations, INCLUDING BUT NOT LIMITED TO NOISE, ODORS, FLIES, FUMES, DUST SMOKE THE OPERATION OF MACHINERY OF ANY KIND DURING ANY 24 HOUR PERIOD (INCLUDING AIRCRAFT), THE STORAGE AND DISPOSAL OF MANURE, AND THE APPLICATION BY SPRAYING OR OTHERWISE OF CHEMICAL FERTILIZERS, SOIL AMENDMENTS, HERBICIDES AND PESTICIDES. Skagit County has determined that the use of real property for agricultural operations is a high priority and favored use to the county and will not consider to be a nuisance those inconveniences or discomforts arising from agricultural operations, if such operations are consistent with commonly accepted good management practices and comply with local, state, and federal laws.



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Form 22P
Skagit Right to Farm Disclosure
Rev. 10/00
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SKAGIT COUNTY RIGHT TO FARM DISCLOSURE

Buyer: Zubly Emmanuel 1
Seller: Henry & Amcorah Cook 2
Property: 1241 Arrazo, Sedro Woolley, WA 98284 3

Legal Description of Property: 4
See Exhibit A 5
6
7
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Buyer is aware that the Property may be subject to the Skagit County Right to Farm Ordinance, 11
Skagit County Code section 14.48, which states: 12

If your real property is adjacent to property used for agricultural operations or included within 13
an area zoned for agricultural purposes, you may be subject to inconveniences or 14
discomforts arising from such operations, INCLUDING BUT NOT LIMITED TO NOISE, 15
ODORS, FLIES, FUMES, DUST, SMOKE, THE OPERATION OF MACHINERY OF ANY 16
KIND DURING ANY 24 HOUR PERIOD (INCLUDING AIRCRAFT), THE STORAGE AND 17
DISPOSAL OF MANURE, AND THE APPLICATION BY SPRAYING OR OTHERWISE OF 18
CHEMICAL FERTILIZERS, SOIL AMENDMENTS, HERBICIDES AND PESTICIDES; Skagit 19
County has determined that the use of real property for agricultural operations is a high 20
priority and favored use to the county and will not consider to be a nuisance those 21
inconveniences or discomforts arising from agricultural operations, if such operations are 22
consistent with commonly accepted good management practices and comply with local, State 23
and Federal laws. 24

The Seller and Buyer authorize and direct the Closing Agent to record this Disclosure Statement with 25
the County Auditor's office in conjunction with the deed conveying the Property. 26

X [Signature] Date 08/14/12 Seller [Signature] Date 08/14/12
Buyer Date Seller Date



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