

**After Recording Return To:**

Alta Forest Products, LLC  
318 State Route 7  
Morton, WA 98356



201603150079

Skagit County Auditor  
3/15/2016 Page

\$77.00  
1 of 5 2:14PM

**Restrictions on Use of Property**

**GRANTOR:**

Mary's River Lumber Co.  
4515 NE Elliott Circle  
Corvallis, OR 97330

**GRANTEE:**

Alta Forest Products, LLC  
318 State Route 7  
Morton, WA 98356

P48691 & P48701 sec 35-Tw36-3  
**RESTRICTIONS ON USE OF PROPERTY**

**Section 1. Declaration; Term.**

GUARDIAN NORTHWEST TITLE CO.

WILD

Mary's River Lumber Co. (Grantor) and Alta Forest Products, LLC (Grantee) declare and intend the real property described in Exhibit "A" to be subject to the following covenants and restrictions running with the land, and shall further bind all parties, persons, heirs, assigns and successors in interest claiming under them for a period of ten (10) years from the date of recording, after which time these covenants and restrictions shall automatically cease.

**Section 2. Cedar Lumber and Fencing Manufacturing Prohibited.**

No purchaser, owner, company, person, association, lessee, heir or assign shall for a period of ten (10) years as defined in Section 1 use any sawmill equipment or any portion of the real property described in Exhibit "A" to operate a sawmill on such real property engaged in the manufacturing of logs or lumber from cedar or any of its subspecies and variations (with the exception of *Cupressus nootkatensis*, commonly known as Alaskan yellow cedar) or the production of fence boards or pickets from any species.

**Section 3. Equitable Servitude.**

The parties expressly intend these covenants and restrictions to be binding on successors in interest as an equitable servitude to the extent they are not construed as real covenants.

**Section 4. Enforcement.**

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any of these covenants and restrictions, either to restrain the violations or to recover damages, and may be, but is not obligated to be brought by Alta Forest Products or Mary's River Lumber Co. In the event that suit or action is initiated, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees incurred in such action.

**Section 5. Counterparts.**

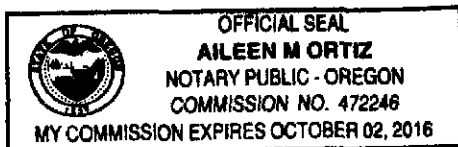
This document may be signed in any number of counterparts, each of which will be deemed an original.

Mary's River Lumber Co.

  
By: Brad Kirkbride  
Its: President  
Signed: March 11, 2016.

STATE OF OREGON       )  
                                  )  
County of Benton       )

Signed and sworn to before me on this 11 day of March, 2016 by  
Brad Kirkbride



  
Notary Public for the State of Oregon  
My Commission Expires: 10/02/2016

Alta Forest Products, LLC

*Peter Stroble*

By: Peter Stroble

Its: Treasurer

Signed: March 11, 2016.

STATE OF WASHINGTON )

County of \_\_\_\_\_ )

Signed and sworn to before me on this \_\_\_\_\_ day of March, 2016 by

Notary Public for the State of Washington

My Appointment Expires: \_\_\_\_\_

**CALIFORNIA JURAT WITH AFFIANT STATEMENT****GOVERNMENT CODE § 8202**

- ☐ See Attached Document (Notary to cross out lines 1-6 below)  
☐ See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

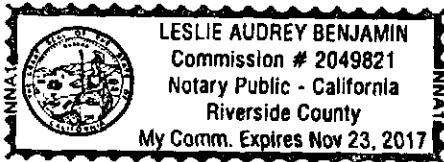
1  
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\_\_\_\_\_  
Signature of Document Signer No. 1

\_\_\_\_\_  
Signature of Document Signer No. 2 (if any)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of RIVERSIDESubscribed and sworn to (or ~~affirmed~~) before meon this 11 day of March, 2016  
by Peter A. Stroble  
Date Month Year

(1) \_\_\_\_\_

(and (2) \_\_\_\_\_),

Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence  
to be the person(s) who appeared before me.Signature L Benjamin  
Signature of Notary Public

Seal  
Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or  
fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**Title or Type of Document: Restrictions on use Property Document Date: March 11, 2016Number of Pages: 4 Signer(s) Other Than Named Above: \_\_\_\_\_

## EXHIBIT A

### Legal Description

#### **PARCEL "A":**

Tract 1 of Short Plat No. 30-75, approved September 15, 1975, and recorded September 18, 1975, under Auditor's File No. 823695, in Volume 1 of Short Plats, page 63, records of Skagit County, being a portion of the West ½ of the Northeast ¼ of the Northeast ¼ of Section 35, Township 36 North, Range 3 East, W.M. ✓

TOGETHER WITH a non-exclusive easement 60 feet wide for ingress, egress and utilities, the centerline of which is concurrent with the centerline of easement as granted to Olympic Pipe Line company as per Auditor's File No. 651361, recorded June 3, 1964, records of Skagit County, and as delineated on the face of said Short Plat.

Situate in the County of Skagit, State of Washington.

#### **PARCEL "B":**

The Northwest ¼ of the Southeast ¼ of the Northeast ¼ of Section 35, Township 36 North, Range 3 East, W.M.

ALSO, the South 40 feet of the Northeast ¼ of the Southeast ¼ of the Northeast ¼ of Section 35, Township 36 North, Range 3 East, W.M.,

EXCEPT County road along the East line.

Situate in the County of Skagit, State of Washington.



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EXHIBIT A TO STATUTORY WARRANTY DEED

SWD