

Building, Planning and Engineering
Sedro-Woolley Municipal Building
325 Metcalf Street
Sedro-Woolley, WA 98284
Phone (360)855-0771
Fax (360) 855-0733

PRELIMINARY PLAT APPLICATION

APPLICATION NUMBER: _____

Proposed name of Subdivision: Bucko Estates

Location (cross street names and addresses, if they exist): Located southerly of F & S

Grade Rd. - 503 & 505 F & S Grade Rd, easterly of Klinger Estates & Thurmond Ave.

Assessor's Parcel number(s): P37250, P37251, P37253, P37256

Applicant Name: John Ravnik & Heike Nelson c/o Ravnik & Associates, Inc.

Applicant Address: PO Box 361, Burlington, WA 98233

Applicant Phone: (360)707-2048 email: hnelson@ravnik.net/jravnik@ravnik.net

Owner: Bucko Survivors Trust c/o Sarah Bucko

Owner Address: 13315 Overton Street, Portland, OR 97229

Owner Phone: (360)840-2609 email: sarahbucko12@gmail.com

I am applying for the following variances or other permits at the same time: _____

Zoning Designation: R-7 Flood zone: C

Total site size in acres: 19.6 AC Critical Areas by type and acres: Brickyard Creek Type 3 (0.6 acres)

Number of lots proposed: 65 lots Number of housing units proposed: 60 Single Family Duplexes

Describe existing conditions on and adjacent to site: The existing site currently supports 2 single family house sites in the Northeast corner, with pasture area and blackberries on

the remainder. Brickyard Creek a type 3 watercourse bisects the property.

Application Checklist:

- A. Pre-application file #: 2020-267 Pre-application date: 9/30/2020
- B. State Environment Policy Act (SEPA). The applicant shall submit a SEPA Checklist or environmental impact statement (EIS), including a site plan and associated fees, with an application for a subdivision. The SEPA Checklist or EIS shall be reviewed by the SEPA official. Upon determination by the Planning Department that the SEPA Checklist is complete and accurate, thirteen (13) copies of the checklist will be required. No public hearing on a subdivision proposal shall be scheduled prior to the issuance of a determination of nonsignificance or mitigated determination of nonsignificance by the SEPA official.
- C. Fees. See current fee schedule. The applicant will also be billed for mailing and publication costs.
- D. Complete Application Required. The planning director notifies applicant when the application is complete.
- E. Project narrative including: a detailed description of the proposal; any other applications being submitted concurrently (such as planned residential development application or a variance); size of properties to be subdivided; number of lots proposed; critical areas, open space and recreation area calculations or any other information that will be pertinent to the review the application.
- F. Application Map. Ten copies of an accurately scaled and dimensioned map of the plat prepared by a land surveyor licensed by the state of Washington and showing the following:

**Every preliminary plat shall consist of one or more maps, on both mylar and in digital format approved by the City Engineer, together with written and digital data including the following:

- The name of the proposed subdivision;
- North point and scale; the location of existing property lines: streets, building, if any; watercourses and all general features;
- The legal description of the land contained within the subdivision;
- The names and addresses of all persons, firms and corporations holding interest in the lands, including easement rights and interest;
- The proposed names, locations, widths and other dimensions of proposed streets, alleys, easements, parks, lots, building lines, if any, and all other information necessary to interpret the plat, including the location of existing utility and access easements which are to remain;
- The location of streets in adjoining plats and the approximate location of adjoining utilities and proposed extensions into the plat;
- The names of adjoining plats;
- The name, address and telephone number and seal of the registered land surveyor who made the survey or under whose supervision it was made;
- The date of the survey;
- All existing monuments and markers located by the survey;
- The zoning classification applicable to the land within the subdivision;
- The conditions of or the limitations on dedications, if any, including slope rights;
- Contour intervals as required, based upon city datum with intervals of five feet or less utilizing U.S.G.S, or better datum.
- Location of significant physical features such as buildings, bodies of water, power lines, slopes, trees, and section lines within or adjacent to the proposed plat;
- Location and description of existing and proposed drainage, sewer, and water facilities within or adjacent to the proposed plat;

- Location and outline of any sensitive areas, as defined under Section 17.65.040, using the delineation and classification methods and definitions provided for the specific sensitive area under the provisions of Chapter 17.65;
- If a replat, the layout for the original plat in dotted lines, with replat status reflected in the plat name;
- Vicinity map at a smaller scale, to include the location of any natural resource lands within three hundred feet of the edge of the proposed plat.

- G. Mailing labels: See separate form for instructions.
- H. Posting: See attached form for instructions.
- I. Copies of covenants, restrictions and collective maintenance agreements, if applicable.
- J. Environmental checklist or EIS.
- K. Survey information of all features within 100 feet of the boundary of the proposed subdivision.
- L. Evidence of water availability. PUD letter date: November 13th, 2020.
- M. Evidence of sewer availability.
- N. Required materials identified in the pre-application meeting, such as additional information required for PRDs.
- O. Other information deemed necessary by the planning director, planning commission or city council.
- P. Landscaping Plan
- Q. Street Profiles

Special Studies:

- R. Traffic
- S. Stormwater
- T. Critical areas
- U. Geotechnical Report

Criteria: The proponent bears the burden of proving that the application should be granted. The project permit must be supported by convincing proof that it conforms to the applicable elements of the city's development regulations and comprehensive plan. The proponent must also prove that any significant adverse environmental impacts have been adequately mitigated.

Describe how the following provisions will be met with the proposed subdivision:

Public health, safety and general welfare: This project will be designed to meet applicable City and state codes to assure this project will not impact public health, safety and general welfare

Open spaces: Open space tracts have been identified within the project as required by the City. Outdoor recreation and amenities have been provided as noted on the Landscape Plan submitted with this project.

Drainage ways: Brickyard Creek bisects the project area as noted on the attached plans. This creek flows downhill from east to west. A Critical Areas Report has been prepared and submitted with this application.

Streets, alleys, other public ways: New public streets with curb, gutter, and sidewalks have been noted on the attached Preliminary Site Plan to serve the new lots within this project. Refer to submitted maps.

Water supplies: New 8-inch watermain will be extended into the site from both the west (Thurmond Avenue) and from the east (F & S Grade Road) serve the newly proposed lots within this project area.

Sanitary waste: New gravity sanitary sewer will be extended into the site from the west side (Thurmond Avenue) to serve the project. Refer to the the Preliminary Site Plan submitted with this Preliminary Plat Application.

Fire protection facilities: New fire hydrants will be installed along the proposed public roadways as required by the City to provide fire service to the new lots.

Parks, playgrounds: Various open space areas, including park areas and amenities have been included within this preliminary plat design. Refer to the Landscape Plan provided by Eccos Systems for this project.

Purpose: The purpose of the Subdivision (Long Plat) regulations:
To regulate the division of land and to promote the public health, safety and general welfare in accordance with standards established by the city and state to:

- A. Prevent the overcrowding of land;
- B. Lessen congestion in the streets and highways;
- C. Promote effective use of land;
- D. Promote safe and convenient travel by the public on streets and highways;
- E. Provide for adequate light and air;
- F. Provide for open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, fire protection, sanitary wastes, parks and recreation, playgrounds, schools and school grounds, sidewalks or other facilities to assure safe walking conditions for students who walk to and from school; and other public requirements;
- G. Provide for proper ingress and egress;
- H. Provide for expeditious review and approval of proposed divisions which conform to zoning standards and local plans and policies, including the purposes stated herein;
- I. Adequately provide for the housing and commercial needs of the citizens of the city; and
- J. Require uniform monumenting of land divisions and conveyance by accurate legal description.

Process: Preliminary plat applications shall be processed simultaneously with applications for rezones, variances, planned residential developments (PRDs), site plan approvals, and similar quasi-judicial or administrative actions to the extent that procedural requirements applicable to these actions permit simultaneous processing.

No public hearing on a subdivision proposal shall be scheduled prior to the issuance of a declaration of non-significance or mitigated declaration of non-significance by the SEPA official.

Applicable local and state rules which will be used in the review of all subdivision applications:

Applications shall be processed according to the procedures set forth in Chapter 2.90 SWMC, and the additional procedures established in Chapter 16.08 SWMC and state law (Chapter 43.21C RCW, and Chapter 36.70B RCW).

Chapter 16.04 SWMC – General Provisions, Chapter 16.08 SWMC – Subdivisions; Chapter 2.88 SWMC – State Environmental Policy Act; Chapter 15.40 SWMC – Public Works Construction Standards; Chapter 2.90 SWMC – Consolidated Planning Procedures; and Title 17 SWMC – Zoning.

Also applicable to subdivisions are the Public Works Department Standards manual and the Sedro-Woolley Design Standards and Guidelines manual. These documents are adopted by reference in the Sedro-Woolley Municipal Code.

Signature:

I request preliminary approval in accordance with the Sedro-Woolley subdivision ordinance and other applicable city codes. Application is hereby made for a **PRELIMINARY PLAT** and to authorize the activities described herein. I certify that I am familiar with the information contained in this application, and that to the best of my knowledge and belief, such information is true, complete, and accurate. I further certify that I possess the authority to undertake the proposed activities. I hereby grant to the officials of the City of Sedro-Woolley the right to enter the above-described location to inspect the proposed or completed work.



2/1/2021

SIGNATURE

DATE RECEIVED

Owner's certification: I certify that I am the legal owner of the property listed above and that the applicant listed above has my permission to represent me in this application for development.



2/1/2021

OWNER'S SIGNATURE

DATE

City of Sedro-Woolley Mailing Procedure

1. Obtain a list of names and addresses of **residents and property owners** within 500 feet of the exterior edges of the subject property. In determining the outside edge, include all other adjacent property owned by the applicant. The source of the names and addresses must be the Skagit County Assessor's records.
2. Obtain a map showing the subject property, the 500 foot radius, and all properties on the mailing list. This is available at the Assessor's office.
3. Prepare 3 sets of postage-paid envelopes using these lists.
4. Prepare additional envelopes for residents of the property if the owner does not live on site. If the name of the resident is unknown, address the envelope to "resident".
Example: Resident, 123 State St., Sedro-Woolley, WA. 98284.
5. Fill out the affidavit below and have it notarized.
6. Bring the list, postage-paid addressed envelopes, map, and notarized affidavit to the city Planning Department.

AFFIDAVIT OF CORRECT NAMES AND ADDRESSES

I, Stephanie Rude, do hereby certify
Affiant

That the attached list of property owners, addresses and parcel numbers for the proposed project, Bucko Estates,
Name of proposed project

Is a true and correct copy provided for me by the Skagit County Assessor's Office for land within 500 feet of the property lines of P 37253, 37250, 37251, 37256, 37151.
Site parcel number

Signed: Stephanie Rude

Date: 02 / 01 / 2021

Subscribed and sworn to before me on this 01 day of FEBRUARY, 20 21.

Print Name: DINA REMSEN

Notary for the State of Washington,

Residing at MOUNT VERNON, WA 98213

My Commission expires: 03-16-24



**RESIGNATION OF TRUSTEE
TO
THE ADOLF AND MARIA BUCKO FAMILY TRUST
Dated July 17, 2018**

I, ADOLF W. BUCKO, as Trustee, do hereby resign effective immediately as Trustee of THE ADOLF AND MARIA BUCKO FAMILY TRUST, and shall stop performing all duties and responsibilities undertaken as trustee. I, ADOLF W. BUCKO, as Trustor, do hereby appoint SARAH BUCKO to serve as successor trustee in accordance with the terms of THE ADOLF AND MARIA BUCKO FAMILY TRUST dated July 17, 2018, and as thereafter amended.

Dated this 20 day of July, 2020.



Adolf W. Bucko – Trustor



Adolf W. Bucko – Trustee

**ACCEPTANCE OF APPOINTMENT
AS SUCCESSOR TRUSTEE**

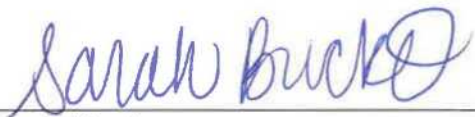
of the

Adolf & Maria Bucko Family Trust

I, Sarah Bucko, hereby accepts appointment as Successor Trustee of The Adolf & Maria Bucko Family Trust established under the direction of the Adolph and Maria Family Trust dated July 17, 2018. She agrees to be bound by the terms of such Trust and to exercise its duties thereunder in accordance with the laws of the State of Washington and the applicable provisions of the Internal Revenue Code.

DATED this 20 day of July, 2020.

Successor Trustee:

By: 
Sarah Bucko

**RESIGNATION OF TRUSTEE
TO
THE ADOLF BUCKO SURVIVOR'S TRUST**

I, ADOLF W. BUCKO, as Trustee, do hereby resign effective immediately as Trustee of THE ADOLF BUCKO SURVIVOR'S TRUST, and shall stop performing all duties and responsibilities undertaken as trustee. I, ADOLF W. BUCKO, as Trustor, do hereby appoint SARAH BUCKO to serve as successor trustee in accordance with the terms of THE ADOLF BUCKO SURVIVOR'S TRUST as set forth in THE ADOLF AND MARIA BUCKO FAMILY TRUST dated July 17, 2018, and as thereafter amended.

Dated this 20 day of July, 2020.



Adolf W. Bucko – Trustor



Adolf W. Bucko – Trustee

**ACCEPTANCE OF APPOINTMENT
AS SUCCESSOR TRUSTEE**

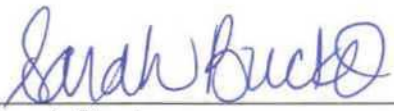
of the

Adolf Bucko Survivor's Trust

I, Sarah Bucko, hereby accepts appointment as Successor Trustee of The Adolf Bucko Survivor's Trust established under the direction of the Adolph and Maria Family Trust dated July 17, 2018. She agrees to be bound by the terms of such Trust and to exercise its duties thereunder in accordance with the laws of the State of Washington and the applicable provisions of the Internal Revenue Code.

DATED this 20 day of July, 2020.

Successor Trustee:

By: 

Sarah Bucko

**RESIGNATION OF TRUSTEE
TO
THE MARIA BUCKO CREDIT SHELTER TRUST**

I, ADOLF W. BUCKO, as Trustee, do hereby resign effective immediately as Trustee of THE MARIA BUCKO CREDIT SHELTER TRUST, and shall stop performing all duties and responsibilities undertaken as trustee. I, ADOLF W. BUCKO, as Trustor, do hereby appoint SARAH BUCKO to serve as successor trustee in accordance with the terms of THE MARIA BUCKO CREDIT SHELTER TRUST as set forth in THE ADOLF AND MARIA BUCKO FAMILY TRUST dated July 17, 2018, and as thereafter amended.

Dated this 20 day of July, 2020.



Adolf W. Bucko – Trustor



Adolf W. Bucko – Trustee

**ACCEPTANCE OF APPOINTMENT
AS SUCCESSOR TRUSTEE**

of the

Maria Bucko Credit Shelter Trust

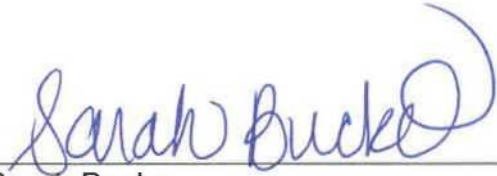
I, Sarah Bucko, hereby accepts appointment as Successor Trustee of The Maria Bucko Credit Shelter Trust established under the direction of the Adolph and Maria Family Trust dated July 17, 2018. She agrees to be bound by the terms of such Trust and to exercise its duties thereunder in accordance with the laws of the State of Washington and the applicable provisions of the Internal Revenue Code.


DATED this 20 day of July, 2020.

Successor Trustee:

By: _____

Sarah Bucko



 First American Title™	Subdivision Guarantee
	ISSUED BY First American Title Insurance Company
Guarantee	GUARANTEE NUMBER 5003353-0002799e

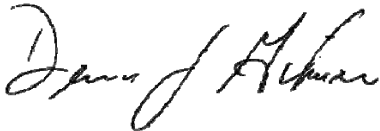
SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND THE CONDITIONS AND STIPULATIONS OF THIS GUARANTEE,

FIRST AMERICAN TITLE INSURANCE COMPANY
a Nebraska corporation, herein called the Company

GUARANTEES

the Assured named in Schedule A against actual monetary loss or damage not exceeding the liability stated in Schedule A, which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

First American Title Insurance Company



Dennis J. Gilmore, President



Greg L. Smith, Secretary

For Reference:

File #: 20-5836-TO

Loan #: N/A

Issued By:

Guardian Northwest Title & Escrow Company

1301-B Riverside Drive, P.O. Box 1667

Mount Vernon, WA 98273

This jacket was created electronically and constitutes an original document

SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

1. Except to the extent that specific assurances are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
 - (a) Defects, liens, encumbrances, adverse claims or other matters against the title, whether or not shown by the public records.
 - (b) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the public records.
 - (c) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the public records.
2. Notwithstanding any specific assurances which are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
 - (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A), (C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways to which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any structure or improvements; or any rights or easements therein, unless such property, rights or easements are expressly and specifically set forth in said description.
 - (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the public records; (1) which are created, suffered, assumed or agreed to by one or more of the Assureds; (2) which result in no loss to the Assured; or (3) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of the assurances provided.
 - (c) The identity of any party shown or referred to in Schedule A.
 - (d) The validity, legal effect or priority of any matter shown or referred to in this Guarantee.

GUARANTEE CONDITIONS AND STIPULATIONS

1. Definition of Terms.

The following terms when used in the Guarantee mean:

- (a) the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
- (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "date": the effective date.

2. Notice of Claim to be Given by Assured Claimant.

An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

3. No Duty to Defend or Prosecute.

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party,

notwithstanding the nature of any allegation in such action or proceeding.

4. Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate.

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

(d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. Proof of Loss or Damage.

In addition to and after the notices required under Section 2 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. Options to Pay or Otherwise Settle Claims: Termination of Liability.

In case of a claim under this Guarantee, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4, and the Guarantee shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4.

7. Determination and Extent of Liability.

This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the Exclusions From Coverage of This Guarantee.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- (a) the amount of liability stated in Schedule A or in Part 2;
- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 6 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and

Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or

- (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

8. Limitation of Liability.

- (a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
- (c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

9. Reduction of Liability or Termination of Liability.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the amount of liability pro tanto.

10. Payment of Loss.

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

11. Subrogation Upon Payment or Settlement.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

12. Arbitration.

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.


A copy of the Rules may be obtained from the Company upon request.

13. Liability Limited to This Guarantee; Guarantee Entire Contract.

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

14. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707** Claims.NIC@firstam.com Phone: 888-632-1642 Fax: 877-804-7606

 First American Title™	Subdivision Guarantee
	ISSUED BY First American Title Insurance Company
Schedule A	GUARANTEE NUMBER 5003353-0002799e

Order No.: 20-5836-TO

Liability: \$2,000.00

Fee: \$750.00

Tax: \$65.25

Name of Assured: Metron and Associates, Inc.


Date of Guarantee: January 26, 2021

The assurances referred to on the face page hereof are:

1. Title is vested in: Adolf W. Bucko, Trustee of the Adolf Bucko Survivor's Trust
2. That, according to the Public Records relative to the land described in Schedule C attached hereto (including those records maintained and indexed by name), there are no other documents affecting title to said land or any portion thereof, other than those shown under Record Matters in Schedule B.
3. The following matters are excluded from the coverage of this Guarantee:
 - A. Unpatented Mining Claims, reservations or exceptions in patents or in acts authorizing the issuance thereof.
 - B. Water rights, claims or title to water.
 - C. Tax Deeds to the State of Washington.
 - D. Documents pertaining to mineral estates.
4. No guarantee is given nor liability assumed with respect to the validity, legal effect or priority of any matter shown herein.
5. This Guarantee is restricted to the use of the Assured for the purpose of providing title evidence as may be required when subdividing land pursuant to the provisions of Chapter 58.17, R.C.W., and the local regulations and ordinances adopted pursuant to said statute. It is not to be used as a basis for closing any transaction affecting title to said property.
6. Any sketch attached hereto is done so as a courtesy only and is not part of any title commitment, guarantee or policy. It is furnished solely for the purpose of assisting in locating the premises and First American expressly disclaims any liability which may result from reliance made upon it.



By: _____
 John Milnor
 Guardian Northwest Title & Escrow Company, 60-0021028
 1301 Riverside Drive
 Suite B
 Mount Vernon, WA 98273
 Authorized Countersignature

 First American Title™	Subdivision Guarantee
	ISSUED BY First American Title Insurance Company
Schedule B	GUARANTEE NUMBER 5003353-0002799e

File No.: 20-5836-TO

RECORD MATTERS

1. Reservations, provisions and/or exceptions contained in instrument executed by W.M. Lindsey, et ux., recorded 10/12/1903 as Auditor's File No. 45724. Regarding mineral reservations.
2. Easement, affecting a portion of subject property for the purpose of drainage ditch including terms and provisions thereof granted to Drainage District No. 14 recorded 02/26/1935 as Auditor's File No. 267764
3. Easement, affecting a portion of subject property for the purpose of Drainage including terms and provisions thereof granted to Skagit County Diking District recorded 07/20/1965 as Auditor's File No. 669179
4. Any and all offers of dedications, conditions, restrictions, easements, fence line/boundary discrepancies and encroachments, notes, provisions and/or any other matters as disclosed and/or delineated on the face of the following plat/short plat/survey named Sedro-Woolley Short Plat No. SW-05080 recorded 07/23/1980 as Auditor's File No. 8009230029.
5. Any and all offers of dedications, conditions, restrictions, easements, fence line/boundary discrepancies and encroachments, notes, provisions and/or any other matters as disclosed and/or delineated on the face of the following plat/short plat/survey named Survey recorded 06/19/1991 as Auditor's File No. 9106190097. Shows Southeast corner of Parcel D.
6. Any adverse claim by reason of any change in the location of the boundaries of said premises which may have resulted from any change in the location of the Brickyard Creek aka Drainage District No. 14 right-of-way, or its banks, or which may result from such change in the future.
7. General Taxes for the year 2020 in the amount of \$3,882.42, have been paid in full for Tax Account No. P37251 (350423-1-008-0206).
8. General Taxes for the year 2020 in the amount of \$906.43, have been paid in full for Tax Account No. P37250 (350423-1-008-0107).
9. General Taxes for the year 2020 in the amount of \$36.79, have been paid in full for Tax Account No. P37253 (350423-1-010-0004).
10. General Taxes for the year 2020 in the amount of \$21.01, have been paid in full for Tax Account No. P37256 (350423-1-012-0002).

11. General Taxes for the year 2020 in the amount of \$5.23, have been paid in full for Tax Account No. P37151 (350423-0-011-0005).
 12. Municipal assessments, if any, levied by the City of Sedro Woolley. This Company suggests that inquiry be made to the City of Sedro Woolley for current assessment status.
- As a courtesy we believe that the fax number for this City is:
- Sedro Woolley (360) 855-0707
13. Assessment for Sanitary Sewer, Including the Terms and Provision, thereof assessed by the City of Sedro-Woolley by Ordinance No. 1481-06 recorded 10/13/2004 as Auditor's File No. 200410130026.
 14. Agreement, affecting subject property, regarding Agreement.. for Variance deferring connection to sanitary swere and the terms and provisions thereof between City of Sedro-Woolley and Adolf W. Bucho, et ux,, recorded 03/13/2009 as Auditor's File No. 200903130113.

15. Said lands have been reclassified as Farm and agricultural by Notice of Approval, recorded 03/14/2000 as Auditor's File No. 200003140007 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 R.C.W. upon withdrawal from such classification or change in use.
16. Due to tax classification shown hereinabove, the Skagit/Island County Assessor requires that a separate "Notice of Continuance" accompany ALL Real Estate Excise Tax Affidavits requesting a continuance, AND that a separate "Check List" accompany ALL affidavits for either continuances or violations.

An "Open Space Farm and Agriculture Verification of Income Form" must accompany ALL Real Estate Excise Tax Affidavits for transfers of "Farm and Agricultural Land" that is less than 20 acres.


A Timber Management Plan may be required to accompany Real Estate Tax Affidavits for transfers of "Timber Land."

If the separate "Notice of Continuance" is not signed, all compensating or additional tax shall be due and payable at the time of sale. The County Assessor must be consulted at least 15 days prior to sale to determine the applicability and amount of any compensating or additional taxes.

17. The right, title and interest of Opal Sweeten to the North 460.96 feet of Parcels "F" and "G" as acquired by deed recorded 11/30/1981 as Auditor's File No. 8111300027 (a rerecording of Auditor's File No. 8102170016).

Note: Though Opal Sweeten gave later deeds to the Buckos those deeds did not include this strip of land.

18. Reservations, provisions and/or exceptions contained in instrument executed by C. E. Bingham, et ux,, recorded 04/29/1912 as Auditor's File No. 91099. Said reservation affects that portion of Parcel "F" lying within the North 1/2 of the Southwest 1/4 of the Southeast 1/4 of the Northeast 1/4. Said reservation was for road purposes.

 First American Title™	Subdivision Guarantee
	ISSUED BY First American Title Insurance Company
Schedule C	GUARANTEE NUMBER 5003353-0002799e

File No.: 20-5836-TO

The land in the County of Skagit, State of Washington, described as follows:

Parcel "A":

Tract 1, Short Plat No. SW 05-80 approved July 22, 1980 and recorded

July 23, 1980 in Book 4 of Short Plats, at page 150, under Auditor's File No. 8007230029.

(Being a portion of the Northeast Quarter of the Southeast Quarter of the Northeast Quarter of Section 23, Township 35 North, Range 4 East, W.M.)

Parcel "B":

Tract 2, Short Plat No. SW 05-80 approved July 22, 1980 and recorded

July 23, 1980 in Book 4 of Short Plats, at page 150, under Auditor's File No. 8007230029.

(Being a portion of the Northeast Quarter of the Southeast Quarter of the Northeast Quarter of Section 23, Township 35 North, Range 4 East, W.M.)

TOGETHER WITH an easement 60 feet in width for ingress, egress and utilities over, under and across Tract 1 and Tract 2 of said Short Plat as delineated on the face of said Short Plat.

Parcel "C"

The Northwest Quarter of the Southeast Quarter of the Northeast Quarter,

EXCEPT THE East 20 feet thereof in Section 23, Township 35 North, Range 4 East of the Willamette Meridian.

ALSO EXCEPT THAT portion conveyed to Sedro Woolley School District #101 by Deed recorded under Auditor's File No. 8403120001 described as follows:

Beginning at the Northwest corner of the Southwest Quarter of the Southeast Quarter of the Northeast Quarter of Section 23, Township 35 North, Range 4 East, W.M., which is the True Point of Beginning, thence Easterly 184 feet along the North line of said Southwest Quarter, thence North to the Centerline of an existent County Drainage Ditch, thence Westerly along Centerline of said County Drainage Ditch to a point on the West line of said Southeast Quarter North of the Point of Beginning, thence South to the Actual Point of Beginning.

Parcel "D":

The North Half of the Southeast Quarter of the Southeast Quarter of the Northeast Quarter of Section 23, Township 35 North, Range 4 East, W.M.,

EXCEPT THE West 20 feet thereof, and

ALSO EXCEPTING THE East 127 feet 5 inches thereof

ALSO EXCEPT that portion, if any, lying within the South 340 feet of said Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$.

Parcel "E":

That portion of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 23, Township 35 North, Range 4 East, W.M., described as follows: of


Beginning at the Northeast corner of said subdivision; thence North 89 degrees 49' 55" West along the North line of said subdivision, a distance of 127.54 feet to the Northeast corner of that parcel described in Statutory Warranty Deed to Adolf W. Bucko and Maria T. Bucko, under Auditor's File No. 863875; thence South 00 degrees 31' 28" East along the East line of said Bucko parcel, a distance of 317.82 feet to the Northeast corner of that parcel described in Warranty Deed to Fred R. King and Lizzie M. King under Auditor's File No. 366139; thence North 89 degrees 48' 49" East along the prolongation of the North line of said King parcel, a distance of 127.57 feet to the East line of said subdivision; thence North 00 degrees 31' 54" West along the East line of said subdivision a distance of 317.03 feet to the point of beginning.

Parcel "F":

The East 20 feet of the West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 23, Township 35 North, Range 4 East, W.M. EXCEPT that portion thereof lying within the Cook Road along the South line thereof; and ALSO EXCEPT that portion, if any, lying within those premises conveyed to Raymond W. Nelson, by deed recorded March 9, 1988 as Auditor's File No. 8803090038.

Parcel "G":

The West 20 feet of the East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 23, Township 35 North, Range 4 East, W.M. EXCEPT that portion thereof lying within the Cook Road along the South line thereof; and ALSO EXCEPT that portion, if any, lying within those premises conveyed to Bruce P. Savage by deed recorded December 14, 1990 as Auditor's File NO. 9012140073.

 First American Title™	Subdivision Guarantee
	ISSUED BY First American Title Insurance Company
Informational Notes	GUARANTEE NUMBER 5003353-0002799e

File No.: 20-5836-TO

1. The vesting deed to the Bucko Family Trust recorded 3/26/2019 as Auditor's File No. 201903260078 did not include Parcels "F" and "G" herein.

2. Local Contact information:

John Milnor
Guardian NW Title & Escrow
1301B Riverside Drive
PO Box 1667
Mount Vernon, WA 98273
PH 360-424-0115
john.milnor@gnwttitle.com

3. The date of the Trust should be added to the vesting herein.

202008110194

08/11/2020 03:20 PM Pages: 1 of 4 Fees: \$106.50
Skagit County Auditor

Filed for Record at request of
and return to:

Stiles Law Inc., P.S.
P.O. Box 228 / 925 Metcalf Street
Sedro-Woolley, WA 98284

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

2020-2025
AUG 11 2020

Amount Paid \$0
Skagit Co. Treasurer
By *MA* Deputy

Grantor(s): Adolf W. Bucko, Trustee of The Adolf and Maria Bucko Family Trust
 Grantee(s): Adolf W. Bucko, Trustee of the Adolf Bucko Survivor's Trust
 Legals & Parcel #s: 1) P77211 / 4172-000-004-0000 – THE WEST ½ OF LOT 3 AND ALL OF LOT 4, SEDRO-WOOLLEY HEIGHTS, SE 13-35-04
 2) P37256 / 350423-1-012-0002 – N1/2 SE1/4 SE1/4 NE1/4, NW 23-35-04
 3) P37253 / 350423-1-010-0004 – NW1/4 SE1/4 NE1/4, NE 23-35-04
 4) P37251 / 350423-1-008-0206 – PTN NE1/4 SE1/4 NE1/4, NE 23-35-04
 5) P37250 / 350423-1-008-0107 – NE1/4 SE1/4 NE1/4, NE 23-35-04
 6) P37151 / 350423-0-011-0005 – PTN OF SE1/4 SE1/4 NE1/4, NE 23-35-04
 7) P69723 / 4019-000-007-0004 – SPARR'S REPLAT IN TRACTS 13 AND 15, BURLINGTON ACREAGE PROPERTY, NW 33-35-04

QUIT CLAIM DEED

THE GRANTOR, Adolf W. Bucko, Trustee of THE ADOLF AND MARIA BUCKO FAMILY TRUST, conveys and quit claims unto Adolf W. Bucko, Trustee of the ADOLF BUCKO SURVIVOR'S TRUST, in the following described real estate, situated in the County of Skagit, State of Washington, together with all after acquired title of the Grantor therein:

PROPERTY #1

ADDRESS: 820 McLean Drive, Sedro-Woolley, WA 98284

The West ½ of Lot 3 and all of Lot 4, "SEDRO-WOOLLEY HEIGHTS", as per Plat recorded in Volume 6 of Plats, page 35, records of Skagit County, Washington, less the following described portion of said Lot 4:

Commencing at the Southwest corner of said Lot 4; thence North along the West edge thereof to the Northwest corner; thence East 9 feet; thence Southwesterly to the point of beginning.

PARCEL #: P77211 / 4172-000-004-0000

PROPERTY #2

ADDRESS: Vacant Lot, Sedro-Woolley, WA 98284

The North Half of the Southeast Quarter of the Southeast Quarter of the Northeast Quarter of Section 23, Township 35 North, Range 4 East, W.M., EXCEPT THE West 20 feet thereof, and ALSO EXCEPTING THE East 127 feet 5 inches thereof.

PARCEL #: P37256 / 350423-1-012-0002

PROPERTY #3

ADDRESS: Vacant Lot, Sedro-Woolley, WA 98284

The Northwest Quarter of the Southeast Quarter of the Northeast Quarter, EXCEPT THE East 20 feet thereof in Section 23, Township 35 North, Range 4 East of the Willamette Meridian.

ALSO EXCEPT THAT portion conveyed to Sedro Woolley School District #101 by Deed recorded under Auditor's File No. 8403120001 described as follows:

Beginning at the Northwest corner of the Southwest Quarter of the Southeast Quarter of the Northeast Quarter of Section 23, Township 35 North, Range 4 East, W.M., which is the True Point of Beginning, thence Easterly 184 feet along the North line of said Southwest Quarter, thence North to the Centerline of an existent County Drainage Ditch, thence Westerly along Centerline of said County Drainage Ditch to a point on the West line of said Southeast Quarter North of the Point of Beginning, thence South to the Actual Point of Beginning.

All situate in the County of Skagit, State of Washington.

PARCEL #: P37253 / 350423-1-010-0004

PROPERTY #4

ADDRESS: 503 F&S Grade Road, Sedro-Woolley, WA 98284

Tract 2, Short Plat No. SW 05-80 approved July 22, 1980 and recorded July 23, 1980 in Book 4 of Short Plats, at page 150, under Auditor's File No. 8007230039.

(Being a portion of the Northeast Quarter of the Southeast Quarter of the Northeast Quarter of Section 23, Township 35 North, Range 4 East, W.M.)

TOGETHER WITH an easement 60 feet in width for ingress, egress and utilities over, under and across Tract 1 and Tract 2 of said Short Plat as delineated on the face of said Short Plat.

PARCEL #: P37251 / 350423-1-008-0206

PROPERTY #5

ADDRESS: 505 F&S Grade Road, Sedro-Woolley, WA 98284

Tract 1, Short Plat No. SW 05-80 approved July 22, 1980 and recorded July 23, 1980 in Book 4 of Short Plats, at page 150, under Auditor's File No. 8007230029.

(Being a portion of the Northeast Quarter of the Southeast Quarter of the Northeast Quarter of Section 23, Township 35 North, Range 4 East, W.M.)

EXCEPT THAT portion thereof, described as follows:

Beginning at a point on the North line of the North Half of the Southeast Quarter of the Northeast Quarter of Section 23, Township 35 North, Range 4 East, W.M., at a point which intersects the Southwesterly Right of Way Boundary of F & S Grade County Road as more fully provided for under Sedro Woolley Short Plat No. SW-05-80, under Auditor's File No. 8007230029; thence Southeasterly along said Boundary of said F & S Grade Road 77.92 feet to the True Point of Beginning; thence continue Southeasterly along said Road Boundary a distance of 76.35 feet to the East Boundary of said North Half of Southeast Quarter of Northeast Quarter; thence South 2°31'31" East along said East Boundary of said subdivision a distance of 138.86 feet; thence South 71°25'30" West a distance of 166.49 feet; thence on a straight line in a Northeasterly direction to the True Point of Beginning.

PARCEL #: P37250 / 350423-1-008-0107

PROPERTY #6

ADDRESS: Vacant Lot, Sedro-Woolley, WA 98284

That portion of the Southeast ¼ of the Southeast ¼ of the Northeast ¼ of Section 23, Township 35 North, Range 4 East, W.M., described as follows:

Beginning at the Northeast corner of said subdivision; thence North 89 degrees 49' 55" West along the North line of said subdivision, a distance of 127.54 feet to the Northeast corner of that parcel described in Statutory Warranty Deed to Adolf W. Bucko and Maria T. Bucko, under Auditor's

File No. 863875; thence South 00 degrees 31' 28" East along the East line of said Bucko parcel, a distance of 317.82 feet to the Northeast corner of that parcel described in Warranty Deed to Fred R. King and Lizzie M. King under Auditor's File No. 366139; thence North 89 degrees 48' 49" East along the prolongation of the North line of said King parcel, a distance of 127.57 feet to the East line of said subdivision; thence North 00 degrees 31' 54" West along the East line of said subdivision a distance of 317.03 feet to the point of beginning.

PARCEL #: P37151 / 350423-0-011-0005

PROPERTY #7

ADDRESS: 11343 Galbreath Road, Sedro-Woolley, WA 98284

Lot 7, "SPARR'S REPLAT IN TRACTS 13 & 15, BURLINGTON ACREAGE PROPERTY," as per plat recorded in Volume 8 of Plats, page 15, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

PARCEL #: P69723 / 4019-000-007-0004

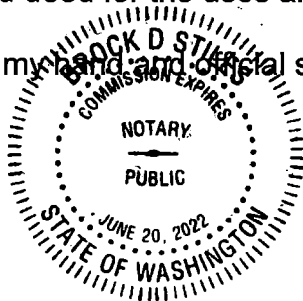
Dated July 20, 2020

Adolf W. Bucko
Adolf W. Bucko, Trustee

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this day personally appeared before me **Adolf W. Bucko**, who executed the within and foregoing instrument and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN UNDER my hand and official seal this 20 day of July, 2020



Brock D. Stier
NOTARY PUBLIC in and for the
State of Washington, residing at
Sedro Woolley
Commission Expires: 6-20-22