

AFTER RECORDING MAIL TO:
Grandview North, L.L.C.
P.O. Box 159
Arlington, WA 98223



200209300264
Skagit County Auditor

9/30/2002 Page 1 of 4 2:18PM

Filed for Record at Request of
Land Title Company of Skagit County
Escrow Number: P-102360-E

LAND TITLE COMPANY OF SKAGIT COUNTY

Statutory Warranty Deed

Grantor(s): Chris J. Stormont, Patti L. Stormont,
Grantee(s): Grandview North, L.L.C.
Abbreviated Legal: Lot 2, WESTVIEW ESTATES, PLAT OF, records of Skagit County, WA
Additional legal(s) on page:
Assessor's Tax Parcel Number(s): 4766-000-002-0000/P117305

THE GRANTOR CHRIS J. STORMONT and PATTI L. STORMONT, husband and wife for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to GRANDVIEW NORTH LLC, A WASHINGTON LIMITED LIABILITY COMPANY the following described real estate, situated in the County of Skagit, State of Washington: See Attached Exhibit A

Subject to: Schedule "B" attached hereto and made a part thereof.

4574
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

SEP 30 2002

Dated this 27th day of July, 2002

By Chris J. Stormont
Chris J. Stormont

By DC Deputy
Amount Paid \$1,192.00
Skagit Co. Treasurer

By Patti L. Stormont
Patti L. Stormont

STATE OF WASHINGTON }
County of Skagit } SS:

I certify that I know or have satisfactory evidence that Chris J. Stormont & Patti L. Stormont is the person s who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: Sept. 28, 2002

Carrie Huffer
Notary Public in and for the State of WASHINGTON
Residing at Burlington
My appointment expires: 12/31/2003

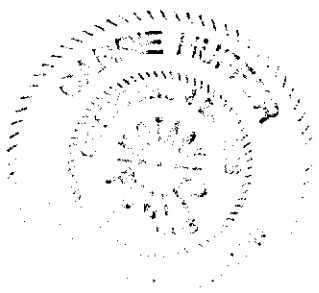


Exhibit A

Lot 2, "PLAT OF WESTVIEW ESTATES", as per plat recorded October 31, 2000 as Auditor's File No. 200010310002, records of Skagit County, Washington.

TOGETHER WITH an undivided 1/14ths interest in Tract "A" of said "PLAT OF WESTVIEW ESTATES".

Situate in the City of Sedro-Woolley, County of Skagit, State of Washington.

AS
Pst.

Schedule "B-1"

P-102360-

EXCEPTIONS:

A. AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

Between: City of Sedro-Woolley, a municipal corporation
And: Pat & Bill Rimmer
Dated: April 27, 1998
Recorded: May 7, 1998
Auditor's No.: 9805070072
Regarding: Waiver of protest for future L.I.D.

B. Utility Easement shown on Short Plat, as follows:

"An easement is hereby reserved for and conveyed to The City of Sedro-Woolley, Puget Sound Energy, Cascade Natural Gas Company, GT of the Northwest, TCI Cablevision, their respective successors an assigns under and upon the private street(s), if any, and th exterior ten (10) feet of all lots, tracts and spaces within th subdivision lying parallel with and adjoining all street(s) in whic to construct, operate, maintain, repair, replace and enlarg underground pipes, conduits, cables and wires all necessary c convenient underground or ground mounted appurtenances thereto fo the purpose of serving this subdivision and other property wit electric, gas, telephone and other utility service, together with th right to enter upon the street(s), lots, tracts and spaces at al times for the purposes herein stated."

C. AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

Between: The City of Sedro-Woolley, a municipal corporation
And: Rimroy, Inc., and Chris Stormont and Patricia Stormont, husband and wife
Dated: June 8, 1999
Recorded: August 24, 1999
Auditor's No.: 199908240061
Regarding: Terms and conditions for development of said premises

D. DECLARATION OF COVENANTS AND RESTRICTIONS, PLAT OF WESTVIEW ESTATES AND THE TERMS AND CONDITIONS THEREOF:

Recorded: January 24, 2000
Auditor's No.: 200001240004

AMENDED COVENANTS AND THE TERMS AND CONDITIONS THEREOF:

Dated: February 9, 2001
Recorded: February 9, 2001
Auditor's No.: 200102090159

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EXCEPTIONS CONTINUED:

E. Dedication contained on the face of the Plat, as follows:

Know all men by these presents that Rimroy Inc., a Washington Corporation, Whidbey Island Bank, a Washington corporation, Chris J. Stormont and Patti L. Stormont, husband and wife, Washington Federal Savings, a Washington corporation, and Skagit State Bank, a Washington corporation, owners of the fee simple or contract purchaser and mortgage holder or lien holder, of the land hereby platted, declares this plat and dedicates to the use of the purposes consistent with the use thereof for public highway purposes. Together with the right to make all necessary slopes for cuts and fills upon the lots and blocks shown hereon.

F. Easement provisions contained on the face of the plat, as follows:

An easement is hereby reserved for and conveyed to the City of Sedro-Woolley, Public Utility District No. 1, Puget Sound Energy, Cascade Natural Gas Company, GTE of the Northwest, TCI Cablevision, and assigns under and upon the private street(s), if any the exterior seven (7) feet (twelve (12) around power vaults) of all lots, lying parallel with and adjoining all street(s) in which to construct, operate, maintain, repair, replace and enlarge underground pipes, conduits, cables and wires all necessary or convenient underground or ground mounted appurtenances thereto for the purpose of serving this subdivision and other utility service, together with the right to enter upon the street(s), lots, tracts and spaces at all times for the purposes herein stated.

G. Notes contained on the face of the Plat, as follows:

- 1. Lot areas shall exclude private road easements for purposes of measuring building line setbacks & lot coverage percentages. Setbacks from private road easements shall be a minimum of 5 feet to the nearest building wall unless underlying easements exist that would require further setback to avoid encroachment into the easement. No portions of the building, consisting of but not limited to eaves, bay windows, chimneys, unenclosed/uncovered porches, or enclosed porches, may extend into utility easements. Placement of residential structures shall conform to city requirements for vision clearance triangles at road intersections.
- 2. Doris Lane and Dolly Lane are private roads, which shall be owned and maintained to city standards for private roads by the adjacent lot owners, pursuant to a recorded maintenance agreement.

- continued -

Handwritten initials: CTS, PBA



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EXCEPTIONS CONTINUED:

G. (continued):

3. Lot "A", drainage pond and appurtenances, shall be owned by and maintained by the owners of Lots 1-14 inclusive, pursuant to a recorded maintenance agreement.

4. Addresses shown on this plat map have been assigned based on the access locations designated on the site plan. Any change in access location will require a new address to be applied for from the City of Sedro-Woolley.

5. Lots 1 through 13 are approved for multi-family use, and shall not be used for single family residential use without modification of the subdivision application and approval by the Sedro-Woolley Planning Commission and/or the City Council as provided by the Sedro-Woolley municipal code for approval of subdivisions, or other applicable procedures.

H. COVENANTS, CONDITIONS AND RESTRICTIONS, CONTAINED IN DEED:

Recorded: February 15, 2001
Auditor's No.: 200102150049
Executed By: RimRoy, Inc., Chris J. Stormont and Patti L. Stormont

As Follows:

The property is subject to that certain Memorandum of Understanding recorded August 24, 1999, under Auditor's File No. 199908240061 Paragraph 7 of said document reads as follows:

If the City constructs a regional detention facility to serve the properties included in Owner's subdivision SW 01-98, and the facility (detention pond) designed for the subdivision is not necessary to serve the property, nor assumed by the City as part of the regional facility or system, then the property on which the Owner's detention pond is situated shall revert to the Owners or their successors in interest. In this event, the owners of the property at issue shall be liable for fees for participation in the regional system on the same basis as any other benefitted owner.

Therefore, title is conveyed herein subject to the condition that if the City constructs a regional detention facility as outlined in said agreement, and the detention pond currently constructed on the subject property is no longer needed as part of the regional facility or system, all right, title and interest conveyed herein shall revert to the Grantors.

In such an event, Grantor agrees to notify Grantee in writing, supply proof that such reversion has taken place.
(Affects: Undivided 1/14th interest in Tract A)

I. EASEMENT AND TERMS AND CONDITIONS THEREOF:

Disclosed By: Plat of said addition
Purpose: Ingress, egress and utilities
Area Affected: West 15 feet of Lot 12

PS. AS



Skagit County Auditor