

When Recorded Return To:

JOHN R. NORBECK  
1411 PORTO BELLO AVE  
SEDRO WOOLLEY, WA 98284

Escrow No. 12438  
CHICAGO TITLE C29483 ✓

LPB-10

**STATUTORY WARRANTY DEED**

Reference Numbers of related documents: on page of document

Grantor(s): D.B. JOHNSON CONSTRUCTION, INC. Additional Names on page of document

Grantee(s): JOHN R. NORBECK and PHYLLIS NORBECK Additional Names on page of document

Legal Description (abbreviated): LOT 4, SAUK MT. VIEW ESTATES SOUTH Full legal on page 1 of document

Assessor's Property Tax Parcel Account Number(s): 4819-000-004-0000

**THE GRANTOR D.B. JOHNSON CONSTRUCTION, INC., A Washington Corporation**

for and in consideration of the sum of Ten Dollars and other good and valuable consideration

in hand paid, conveys and warrants to **JOHN R. NORBECK and PHYLLIS NORBECK, Husband and Wife** the following described real estate, situated in the County of **Skagit County**, State of Washington:

LOT 4, SAUK MOUNTAIN VIEW ESTATES-SOUTH, A PLANNED RESIDENTIAL DEVELOPMENT  
ACCORDING TO THE PLAT THEREOF, RECORDED JUNE9, 2003, UNDER AUDITOR'S FILE NO.  
200306090032, RECORDS OF SKAGIT COUNTY, WASHINGTON.  
SITUATE IN SKAGIT COUNTY, WASHINGTON.

Assessor's Property Tax Parcel Account Number(s): 4819-000-004-0000

**Subject to:**

See Exhibit A attached hereto.

Dated this **DECEMBER 15, 2003**

**D.B. JOHNSON CONSTRUCTION, INC.**

By: David B. Johnson  
**DAVID B. JOHNSON, PRESIDENT**

# 6358  
SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

DEC 16 2003

Amount Paid \$ 2980.61  
Skagit Co. Treasurer  
By Robert M. Livesay Deputy

State of WASHINGTON } ss  
County of SNOHOMISH }

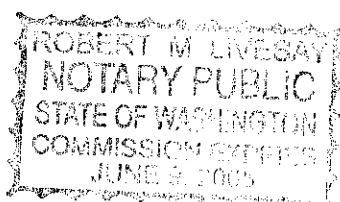
I certify that I know or have satisfactory evidence that **DAVID B. JOHNSON** is/are the person(s) who appeared before me, and said person(s) acknowledged that **HE** signed this instrument, on oath state that **HE IS** authorized to execute the instrument and acknowledged it as the **PRESIDENT** of **D.B. JOHNSON CONSTRUCTION, INC.** to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED: December 15, 2003

Robert M. Livesay  
**ROBERT M. LIVESAY**

Notary Public in and for the State of Washington  
residing at MARYSVILLE, WA.

My appointment expires: JUNE 9, 2005



Easement delineated on the face of said plat;  
For: Utilities  
Affects: 10 feet adjoining road

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, successor 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, maintained 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 assign its rights under this easement to any municipality, public district or other entity.

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.

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 maintained 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 utility.

Assessments or charges and liability to further assessments or charges, including the terms, covenants, and provisions thereof, disclosed in instrument(s);

Recorded: June 9, 2003  
Auditor's No(s): 200306090033, records of Skagit County, Washington  
Imposed By: Sauk Mt. View Estates South Homeowners Association



200312160152  
Skagit County Auditor

EXHIBIT A

Easement, including the terms and conditions thereof, granted by instrument(s);

Recorded: June 6, 1946 and July 17, 1946

Auditor's No(s): 392628 and 394047, records of Skagit County, Washington

In favor of: The United States 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

Easement, including the terms and conditions thereof, granted by instrument(s);

Recorded: August 7, 1963

Auditor's No(s): 639321, records of Skagit County, Washington

In favor of: The United States 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

Easement, including the terms and conditions thereof, granted by instrument(s);

Recorded: June 20, 1945

Auditor's No(s): 381240, records of Skagit County, Washington

In favor of: Puget Sound Power & Light Company

For: Electric transmission and/or distribution line, together with necessary appurtenances

Affects: Portion in Southeast Quarter of the Northwest Quarter

Easement, including the terms and conditions thereof, granted by instrument(s);

Recorded: November 5, 1979

Auditor's No(s): 7911050071, records of Skagit County, Washington

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 Quarter of the Northwest Quarter

Easement, including the terms and conditions thereof, granted by instrument(s);

Recorded: April 18, 1990

Auditor's No(s): 9004180059, records of Skagit County, Washington

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°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°26'45" East a distance of 273.58 feet;

Thence South 40°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 of Facilities only)

Commencing at the Northeast corner of the above-described parcel B;

Thence North 89°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°26'45" East a distance of 28.53 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.



200312160152  
Skagit County Auditor

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, records of Skagit County, Washington  
Affects: Portion in the Southeast Quarter of the Northwest Quarter  
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

NOTE: No search of the record has been made as to the present ownership of said rights.

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: The State of Washington  
Recorded: July 28, 1908  
Auditor's No.: 68626, records of Skagit County, Washington  
Executed By: The Wolverine Company  
Affects: Portion in the Southwest Quarter of the Northeast Quarter  
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

Easement, including the terms and conditions thereof, disclosed by instrument(s);

Recorded: February 26, 1935  
Auditor's No(s): 267764, records of Skagit County, Washington  
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 Quarter of the Northeast Quarter and other property

Easement, including the terms and conditions thereof, disclosed by instrument(s);

Recorded: September 14, 1956  
Auditor's No(s): 541476, records of Skagit County, Washington  
In favor of: Pacific Northwest Pipeline Corporation  
For: Constructing, maintaining, etc. pipeline or pipelines  
Affects: Portion in the Southwest Quarter of the Northeast Quarter and other property

Easement, including the terms and conditions thereof, disclosed by instrument(s);

Recorded: November 26, 1956  
Auditor's No(s): 544543, records of Skagit County, Washington  
In favor of: Cascade Natural Gas Corporation  
For: Constructing, maintaining, etc. Pipeline or pipelines  
Affects: Portion in the Southwest Quarter of the Northeast Quarter and other property

Said instrument was corrected by instrument dated August 3, 1957, and recorded September 9, 1957, under Auditor's File No. 555867, records of Skagit County, Washington.

Agreement, including the terms and conditions thereof; entered into;

By: Northwest Pipeline Corporation  
And Between: John A. Lange and Gayle Lange  
Recorded: October 10, 2001  
Auditor's No.: 200110100109, records of Skagit County, Washington  
Providing: Authorization for specific encroachment  
Affects: Portion in the Southwest Quarter of the Northeast Quarter



200312160152  
Skagit County Auditor

Agreement, including the terms and conditions thereof; entered into.  
By: John A. Lange and Joy G. Lange  
And Between: North County Bank  
Recorded: January 22, 2002  
Auditor's No.: 200201220096, records of Skagit County, Washington  
Providing: Hazardous Substances Agreement  
Affects: Said premises

Easement, including the terms and conditions thereof, created by instrument(s);  
Recorded: July 5, 2002  
Auditor's No(s): 200207050100, records of Skagit County, Washington  
In favor of: Northwest Pipeline Corporation  
For: Pipeline and related rights  
Affects: Portion in the Northeast Quarter

Easement, including the terms and conditions thereof, created by instrument(s);  
Recorded: July 25, 2002  
Auditor's No(s): 200207250019, records of Skagit County, Washington  
In favor of: John A. Lange and Gayle Lange  
For: Utilities, Drainage, Sewer lines, etc.  
Affects: This and other property

Easement, including the terms and conditions thereof, granted by instrument(s);  
Recorded: April 7, 2003  
Auditor's No(s): 200304070119, records of Skagit County, Washington  
In favor of: Puget Sound Energy, Inc.  
For: Electric transmission and/or distribution line, together with necessary appurtenances

Agreement, including the terms and conditions thereof; entered into;  
By: Sauk Mountain Village, L.L.C., et al  
And Between: City of Sedro Woolley, et al  
Recorded: May 7, 2003  
Auditor's No.: 200305070172, records of Skagit County, Washington  
Providing: Development conditions and provisions

Agreement, including the terms and conditions thereof; entered into;  
By: City of Sedro Woolley, et al  
And Between: City of Sedro Woolley, et al  
Recorded: May 7, 2003  
Auditor's No.: 200305070171, records of Skagit County, Washington  
Providing: Development conditions and provisions

Said instrument is a re-recording of instrument (s);  
Recorded: March 26, 2003  
Auditor's File No(s): 200303260180, records of Skagit County, Washington

Agreement, including the terms and conditions thereof; entered into;  
By: John and Gayle Lange, et al  
And Between: City of Sedro Woolley, et al  
Recorded: June 9, 2003  
Auditor's No.: 200306090031, records of Skagit County, Washington  
Providing: Development conditions and provisions

AMENDED by instrument(s):  
Recorded: June 30, 2003  
Auditor's No(s): 200306300001, records of Skagit County, Washington

Covenants, conditions, restrictions, and easements contained in declaration(s) of restriction, but omitting any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicap persons;  
Recorded: June 9, 2003  
Auditor's No(s): 200306090033, records of Skagit County, Washington  
Executed By: John and Gayle Lange



200312160152  
Skagit County Auditor