

AFTER RECORDING MAIL TO:
Mr. and Mrs. William D. Nelson
20629 State Route 534
Mount Vernon, WA 98274-8035



200405120107
Skagit County Auditor

5/12/2004 Page 1 of 4 3:46PM

Filed for Record at Request of
Land Title Company of Skagit
Escrow Number: 112091-PE

LAND TITLE OF SKAGIT COUNTY

Statutory Warranty Deed

Grantor(s): John A. Lange and Gayle Lange
Grantee(s): William D. Nelson and Shirley M. Nelson
Abbreviated Legal: Lot 27, Sauk Mtn View Est - South
Assessor's Tax Parcel Number(s): 4819-000-027-0000, P120688

THE GRANTOR JOHN A. LANGE and GAYLE LANGE, husband and wife for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to WILLIAM D. NELSON and SHIRLEY M. NELSON, husband and wife the following described real estate, situated in the County of Skagit, State of Washington.

Lot 27, "SAUK MOUNTAIN VIEW ESTATES - SOUTH - A PLANNED RESIDENTIAL DEVELOPMENT," as per plat recorded on June 9, 2003, under Auditor's File No. 200306090032, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

Subject to Easements, restrictions and other exceptions attached hereto as "Schedule B-1" and made a part hereof.

Dated May 10, 2004

John A. Lange

Gayle Lange 2327
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

MAY 12 2004

STATE OF Washington
COUNTY OF Skagit

Amount Paid \$ 1125.85
Skagit Co. Treasurer
By Deputy

I certify that I know or have satisfactory evidence that John A. Lange and Gayle Lange the person(s) who appeared before me, and said person(s) acknowledged that they signed this instrument and acknowledge it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 5-12-04

Kaydeen Franley
Notary Public in and for the State of Washington
Residing at Mount Vernon
My appointment expires: 11-02-06

Schedule "B-1"

EXCEPTIONS:

A. 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)

B. Terms and conditions of City of Sedro-Woolley Ordinance No. 1418-02 as recorded March 29, 2002, under Auditor's File No. 200203290182.

C. 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

D. Terms and conditions of City of Sedro-Woolley Ordinance No. 1418-02 as recorded March 29, 2002, under Auditor's File No. 200203290182.

E. AGREEMENT AND THE TERMS AND CONDITIONS THEREOF

Between: City of Sedro-Woolley, a Washington Municipal Corporation
And: SW-Land Company, LLC, a Washington Limited Partnership,
et al
Dated: January 9, 2002
Recorded: April 2, 2002
Auditor's No.: 200204020058

F. 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
(Copy Attached)

Said Agreement is a re-recording of Agreement recorded March 26, 2003, under Auditor's File No. 200303260180.

JH
uon SMN



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G. 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

H. 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
(copy attached)

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 File No.: 200401280120

I. EASEMENT DELINEATED ON THE FACE OF SAID PLAT:

For: Utilities
Affects: 10 feet adjoining road

J. 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.



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Continued: J.

The Sauk Mt. View Estates South Homeowners Association may assigns 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 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

gk *SMN* *WBN*



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