

AFTER RECORDING MAIL TO:  
Shane P. Collins and Amy E. Collins  
1401 Wildflower Way  
Sedro-Woolley, WA 98284



200409290106  
Skagit County Auditor

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Filed for Record at Request of  
Land Title Company of Skagit  
Escrow Number: 113459-SE

LAND TITLE OF SKAGIT COUNTY

### Statutory Warranty Deed

Grantor(s): Sauk Mountain Village LLC  
Grantee(s): Shane P. Collins and Amy E. Collins  
Abbreviated Legal : Lot 61, Sauk Mountain View Estates North-Phase I-Wildflower  
Assessor's Tax Parcel Number(s): 4813-000-061-0000, P120366

THE GRANTOR SAUK MOUNTAIN VILLAGE LLC, a Washington limited liability company for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to SHANE P. COLLINS and AMY E. COLLINS, husband and wife the following described real estate, situated in the County of Skagit, State of Washington.

Lot 61, "Sauk Mountain View Estates North - Phase 1 - Wildflower," as per plat recorded May 9, 2003, under Auditor's File No. 200305090001, records of Skagit County, Washington.

Together with the exclusive right to use Garage Space CH61, assigned to Lot 61.

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

Subject to: Schedule "B-1" attached hereto and made a part thereof.

Dated September 24, 2004

5265  
SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

Sauk Mountain Village LLC

By: Frederick Flemming, President

SEP 29 2004

Amount Paid \$ 2935.00  
Skagit Co. Treasurer  
By 14 Deputy

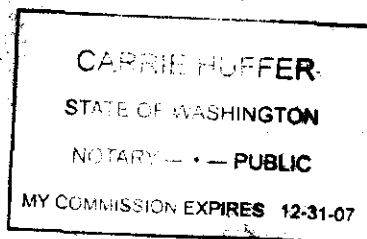
STATE OF Washington  
County of Skagit

}  
} SS:

I certify that I know or have satisfactory evidence Frederick Flemming  
is the person who appeared before  
me, and said person acknowledged that he signed this instrument, on oath stated He is  
authorized to execute the instrument and is President  
of Sauk Mountain Village, LLC  
to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: September 28, 2004

Carrie Huffer  
Notary Public in and for the State of Washington  
Residing at Burlington  
My appointment expires: 12/31/2007



## E. DEDICATION CONTAINED ON THE FACE OF THE PLAT, AS FOLLOWS:

Know all men by these presents that Sauk Mountain Village, L.L.C., and Whidbey Island Bank, the undersigned owner in fee simple of the land hereby platted, hereby declare this plat and dedicate to the use of the public forever all streets, avenues, places and sewer easements or whatever public property there is shown on the plat and the use for any and all public purposes not inconsistent with the use thereof for public highway purposes, also the right to make all necessary slopes for cuts and fills upon lots, blocks, tracts, etc. shown on this plat in the reasonable original grading of all the street, avenues, places, etc. shown hereon.

## F. UTILITY EASEMENT AS CONTAINED ON THE FACE OF THE PLAT, AS FOLLOWS:

An easement is hereby reserved for and granted to the following: The City of Sedro-Woolley, Public Utility District No. 1 of Skagit County, Puget Sound Energy, Cascade Natural Gas, GTE of the Northwest, TCI Cablevision, and their respective successors and assigns, under and upon all private streets shown in the plat as well as the exterior seven (7) feet of all lots, tracts and spaces within the subdivision lying parallel with and adjoining all streets in which to construct, operate, maintain, repair, replace and enlarge underground pipes, conduits, cables, wires and all necessary or convenient underground or ground mounted appurtenances thereto for the purpose of serving the subdivision and other property with sewer, water, electricity, gas, telephone service, television cable service and other utility services, together with the right to enter upon said exterior seven (7) feet of all lots, tracts and spaces at all times for the purposes herein stated.

## G. NOTES AS CONTAINED ON THE FACE OF THE PLAT, AS FOLLOWS:

- 1.) Protected Critical Area (Tract B) is subject to Sedro-Woolley Municipal Code Chapter 17.65 as now existing and as hereafter amended, and shall be preserved and maintained as provided in Sedro-Woolley Municipal Code Chapter 17.65 and the conditions of development approvals for Phase I.
- 2.) That portion of Sauk Mountain View Estates North not included in Tract A and Tract B shall not be developed nor any buildings be constructed thereon unless subject to a subsequent subdivision approval of the City of Sedro-Woolley.
- 3.) Zoning: SF2 and Planned Residential Development;
- 4.) Units: 61 Single Family Cottages
- 5.) Open Space: 49,912 square feet;
- 6.) Protected Critical Area 10.0 acres.

## H. EASEMENT NOTE AS CONTAINED ON THE FACE OF THE PLAT, AS FOLLOWS:

Encroachment/Construction Activity. Grantor shall not undertake, authorize, permit or consent to any construction or excavation including, without limitation, digging, tunneling, or other forms of construction activity on or near the easement which might in any fashion unearth, undermine, or damage the sewer lines or endanger the lateral or other support of the sewer lines without grantee's prior written approval. Grantor further agrees that no structure or construction including, without limitation, fences and rockeries, shall be erected over, upon or within the easement, and no trees, bushes or other shrubbery shall be planted or maintained within the easement, provided grantor shall have full use of the surface of the real property within the easement, so long as such use does not interfere with the easement or the sewer lines.

## I. DECLARATION OF EASEMENT, RESERVATIONS, AND RESTRICTIVE COVENANTS AND THE TERMS AND CONDITIONS THEREOF:

Declarant: Sauk Mountain Village, L.L.C.  
Dated: May 8, 2003  
Recorded: May 9, 2003  
Auditor's No.: 200305090002



200409290106  
Skagit County Auditor

## EXCEPTIONS:

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

B. 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

C. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Grantee: Puget Sound Energy, Inc., a Washington Corporation  
Purpose: The right to construct, operate, maintain, repair, replace, improve, remove, enlarge, and use the Easement Area for one or more utility systems for purposes of transmission, distribution and sale of gas and electricity, together with the right of access over and across said Property to enable Grantee to exercise its rights hereunder.  
Area Affected: That portion of the Property (the "Easement Area" herein) that is ten (10) feet in width having five (5) feet of such width on each side of the centerline of Grantee's systems located as constructed or to be constructed, extended or relocated on the Property, except those portions of the Property occupied by building footings, foundations, and/or subsurface structures.  
Dated: October 11, 2002  
Recorded: October 17, 2002  
Auditor's No.: 200210170076

D. DEVELOPMENT AGREEMENT, 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: May 26, 2002  
Recorded: March 26, 2003  
Auditor's No.: 200303260180

AGREEMENT BETWEEN OWNER AND CITY OF SEDRO-WOOLLEY AMENDING A DEVELOPMENT AGREEMENT REGARDING OBLIGATIONS ARISING FROM DEVELOPMENT APPROVAL AND THE TERMS AND CONDITIONS THEREOF:

Dated: May 31, 2003, and January 29, 2004  
Recorded: June 9, 2003, and February 3, 2004  
Auditor's Nos.: 200306090031 and 200402030145, respectively



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