



200608010056
Skagit County Auditor

8/1/2006 Page 1 of 6 11:55AM

When recorded return to:

Mr. Luis Gomez-Gutierrez
1421 Portobello
Sedro Woolley, Wa. 98284

Recorded at the request of:
First American Title
File Number:

Statutory Warranty Deed

FIRST AMERICAN TITLE CO.
B88608E-1

THE GRANTOR Tamara Walters, as her separate estate for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to Luis Gomez Gutierrez, married man * ~~as his separate estate~~ the following described real estate, situated in the County of Skagit, State of Washington

*as his sole and separate property

Abbreviated Legal:

Lot 5, "SAUK MOUNTAIN VIEW ESTATES-SOUTH, A PLANNED RESIDENTIAL DEVELOPMENT"

Tax Parcel Number(s): P120666, 4819-000-005-0000

Lot 5, "SAUK MOUNTAIN VIEW ESTATES-SOUTH, A PLANNED RESIDENTIAL DEVELOPMENT", according to the plat thereof recorded June 9, 2003, under Auditor's File No. 200306090032, records of Skagit County, Washington

Subject to covenants, conditions, restrictions and easements, as per attached Exhibit "A"

Dated July 7, 2006

Tamara Walters
Tamara Walters

3926
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

AUG 01 2006

Amount Paid \$ 3698.42
By Skagit Co. Treasurer Deputy

STATE OF Washington }
COUNTY OF Skagit } SS:

I certify that I know or have satisfactory evidence that Tamara Walters, the persons who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument and acknowledge it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

Date: 7-10-06

Sandra D. Olson



Notary Public in and for the State of Washington
Residing at Burlington Wa
My appointment expires: 2-20-07

EXHIBIT "A"

EXCEPTIONS:

A. EASEMENT, INCLUDING TERMS AND PROVISION THEREOF:

Grantee: The United States of America
Recorded: June 6, 1946 and July 17, 1946
Auditor's No.: 392628 and 394047
Purpose: One or more lines of electric power transmission structures and appurtenant signal lines
Area Affected:

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.

B. EASEMENT, INCLUDING TERMS AND PROVISION THEREOF:

Grantee: The United States of America
Recorded: August 7, 1963
Auditor's No.: 639321
Purpose: One or more lines of electric power transmission structures and appurtenant signal lines
Area Affected:

A strip of land 137.5 feet in width, the boundaries of said strip lying 62.5 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.

C. EASEMENT, INCLUDING TERMS AND PROVISION THEREOF:

Grantee: Puget Sound Power & Light Company
Recorded: June 20, 1945
Auditor's No.: 381240
Purpose: Electric transmission and/or distribution line, together with necessary appurtenances
Area Affected: Portion in Southeast 1/4 of the Northwest 1/4



200608010056
Skagit County Auditor

8/1/2006 Page

2 of

6 11:55AM

D. EASEMENT, INCLUDING TERMS AND PROVISION THEREOF:

Grantee: Puget Sound Power & Light Company
Recorded: April 18, 1990
Auditor's No.: 90041890059
Purpose: Electric transmission and/or distribution line, together
with necessary appurtenances
Area Affected:

Commencing at the Northwest corner of the above described Parcel A; thence South 00 degrees 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 degrees 26'45" East a distance of 273.58 feet; thence South 40 degrees 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 degrees 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 degrees 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.

E. 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
Affects: Portion in the Southeast ¼ of the Northwest ¼
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.

F. 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
Affects: Portion in the Southwest ¼ of the Northeast ¼
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



200608010056
Skagit County Auditor

G. EASEMENT, INCLUDING TERMS AND PROVISION THEREOF:

Grantee: Drainage District No. 14 of Skagit County Washington
Recorded: February 26, 1935
Auditor's No.: 267764
Purpose: Right-of-way for drainage ditch purposes, together with right of ingress and egress
Area Affected: Portion in the Southwest ¼ of the Northeast ¼ and other property

H. EASEMENT, INCLUDING TERMS AND PROVISION THEREOF:

Grantee: Pacific Northwest Pipeline Corporation
Recorded: September 14, 1956
Auditor's No.: 541476
Purpose: Constructing, maintaining, etc., pipeline or pipelines
Area Affected: Common "Park" Area

I. EASEMENT, INCLUDING TERMS AND PROVISIONS THEREOF:

Grantee: Cascade Natural Gas Corporation
Recorded: November 26, 1956
Auditor's No.: 544543
Purpose: Constructing, maintaining, etc., pipeline or pipelines
Area Affected: Affects Common "Park" Area

Authorization for encroachment of the driving range netting recorded October 10, 2001 under Auditor's File No. 200110100109.

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.

J. EASEMENT, INCLUDING TERMS AND PROVISION THEREOF:

Grantee: Northwest Pipeline Corporation
Recorded: July 5, 2002
Auditor's No.: 200207050100
Purpose: Pipeline and related rights
Area Affected: Portion of subject plat

K. EASEMENT, INCLUDING TERMS AND PROVISION THEREOF:

Grantee: John A. Lange and Gayle Lange
Recorded: July 25, 2002
Auditor's No.: 200207250019
Purpose: Utilities, drainage, sewer lines, etc.
Area Affected: Portion of subject plat

L. EASEMENT, INCLUDING TERMS AND PROVISION THEREOF:

Grantee: Puget Sound Energy, Inc.
Recorded: April 7, 2003
Auditor's No.: 200304070119
Purpose: Electric transmission and/or distribution line, together with necessary appurtenances

8/1/2006 Page

200608010056
Skagit County Auditor

4 of

6:11:55AM

M. AGREEMENT, AND THE TERMS AND PROVISIONS THEREOF:

Between: Sauk Mountain Village, L.L.C., et al
And: City of Sedro Woolley, et al
Recorded: May 7, 2003, June 9, 2003, June 30, 2003 and
February 3, 2004
Auditor's Nos.: 200305070171, 200305070172, 200306090031,
200306300001 and 200402030145
Regarding: Development conditions and provisions

Developer's Indemnification of Future Owners recorded November 7, 2003 under Auditor's
File No. 200311070175.

N. PROTECTIVE COVENANTS AND/OR EASEMENTS, BUT OMITTING RESTRICTIONS, IF
ANY, BASED ON RACE, COLOR, RELIGION OR NATIONAL ORIGIN:

Recorded: June 9, 2003
Auditor's No.: 200306090033
Executed By: John and Gayle Lange

Amended by those instruments recorded under Skagit County Auditor's File Nos. 200306300001,
200401280120 and 200403020062.

O. MATTERS DISCLOSED AND/OR DELINEATED ON THE FACE OF THE FOLLOWING
PLAT/SUBDIVISION:

Plat/Subdivision Name: Sauk Mountain View Estates – South, A
Planned Residential Development
Recorded: June 9, 2003
Auditor's No.: 200306090032

Said matters include but are not limited to the following:

1. Utilities easement affecting 10 feet adjoining road
2. 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 to 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).
3. 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.



200608010056

Skagit County Auditor

4. The Sauk Mt. View Estates South Homeowners Association may assign its rights under this easement to any municipality, public district or other entity.
5. 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.
6. 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.
7. Grantee may assign the rights under this easement by agreement, assignment, franchise or other device to any public or privately owned utility.
8. Drainage easement affecting the Southeasterly 30 feet of Lots 21, 22 and 25 and the Southwesterly 5 feet of Lot 25.
9. Building setback line(s) delineated on the face of said Plat, affecting the Southeasterly 30 feet of Lots 21, 22 and 25



200608010056

Skagit County Auditor