200710050147 Skagit County Auditor

When recorded return to:

10/5/2007 Page

1 of

4 3:52PM

DUKE'S HILL, L.L.C., A Washington Limited Liability Company 101 N TOWNSHIP STREET SEDRO WOOLLEY, WA 98284

CHICAGO TITLE CO.

STATUTORY WARRANTY DEED

Escrow No.: 17692

Title Order No.: IC43827

THE GRANTOR(S)

D.B. JOHNSON CONSTRUCTION, INC., A Washington Corporation

for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys, and warrants to

DUKE'S HILL, L.L.C., A Washington Limited Liability Company

the following described real estate, situated in the of Skagit, State of Washington:

LOTS 1, 2, 3 AND 4, SAUK MOUNT VIEW ESTATES NORTH, PHASE 3, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 4, 2005 UNDR AUDITOR'S FILE NO. 200508040015, RECORDS OF SKAGIT COUNTY, WASHINGTON. SITUATED IN SKAGIT COUNTY, WASHINGTON.

Tax Parcel Number(s): 4865-000-001-0000

4865-000-003-0000

4865-000-002-0000 4865-000-004-0000

SUBJECT TO: See Exhibit "A" attached hereto.

Dated:

DAVID B.

OCTOBER 4, 2007

SKAGIT COUNTY WASHINGTON REAL ESTATE EXCISE TAX

D.B. JOHNSON CONSTRUCTION, INC., A Washington Corporation

OCT 0 5 2007

Amount Paid \$ 4,508.40 Skagit Co. Treasurer Deploy Вv

OHNSON, President

STATE OF Washington

) \$5.

COUNTY OF Snohomish

I certify that I know or have satisfactory evidence that DAVID B. JOHNSON is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was 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.

511 day of October, 2007.

ROBERT M. LIVESAY

Notary Public in and for the State of Washington

residing at MARYSVILLE

My Commission Expires: 06/09/09

88688888888888888 ROBERT M. LIVESAY NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES JUNE 9, 2009 C-0496200

EXHIBIT "A"

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

Recorded:

September 13, 1956

Auditor's No(s).:

541747, records of Skagit County, Washington

In favor of:

Pacific Northwest Pipeline Corp.

For:

Pipeline

Affects:

Said premises and other property

Note: Exact location and extent of easement is undisclosed of record.

AMENDED by instrument(s):

Recorded:

December 29, 1969

Auditor's No(s).:

734415, records of Skagit County, Washington

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

Recorded:

September 13, 1956

Auditor's No(s).:

541527, records of Skagit County, Washington

In favor of:

Pacific Northwest Pipeline Corp.

For:

Pipeline

Affects:

Said premises and other property

Note: Exact location and extent of easement is undisclosed of record.

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

By:

NW Pipe Corporation

And Between:

S-W Land Company, L.L.C. and Foxhall Company, L.L.C.

Recorded:

July 2, 2002

Auditor's No.

200207020122, records of Skagit County, Washington

Providing:

Clearing of trees from pipeline easement

Affects:

Said premises and other property

Said instrument is a re-recording of instrument (s);

Recorded:

August 26, 2002

Auditor's File No(s).: 200208260142, records of Skagit County, Washington

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

Recorded:

July 2, 2002

Auditor's No(s).:

200207020123, records of Skagit County, Washington

In favor of:

Northwest Pipeline Corp.

For:

Pipelines

Affects:

Said premises and other property

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

By:

City of Sedro Woolley

And Between:

Dukes Hill, L.L.C. a Washington limited liability company - et al

Recorded:

May 7, 2003

Auditor's No.

200305070171, records of Skagit County, Washington

Providing:

Development Agreement

Affects:

Said premises and other property

Said instrument is a re-recording of instrument (s);

Recorded:

March 26, 2003

Auditor's File No(s).: 200303260180, records of Skagit County, Washington

AMENDED by instrument(s):

Recorded:

May 7, 2003

Auditor's No(s).:

200305070172, records of Skagit County, Washington

Skagit County Auditor

10/5/2007 Page

2 of

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

By:

City of Sedro Woolley

And Between:

Dukes Hill, L.L.C. a Washington limited liability company, et al

Recorded:

February 3, 2004

Auditor's No. Providing:

200402030145, records of Skagit County, Washington Development Agreement regarding obligations arising from

Development Approval

Affects:

Said premises and other property

Said instrument is a re-recording of instrument (s);

Recorded:

January 29, 2004

Auditor's File No(s).:

200401290098, records of Skagit County, Washington

AMENDED by instrument(s):

Recorded:

April 3, 2000

Auditor's No(s).:

200403020063, records of Skagit County, Washington

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

Recorded:

April 7, 2003

Auditor's No.:

200304070119, records of Skagit County, Washington

In favor of:

Puget Sound Power & Light Company

For:

Underground electric system, together with necessary

appurtenances

Affects:

Said premises and other property

Covenants, conditions, restrictions, and easements contained in declaration(s) of restriction, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law;

Recorded:

July 18, 2005

Auditor's No(s).:

200507180165, records of Skagit County, Washington

Executed By:

Sauk Mountain View Estates Phase III/IV Homeowners Association

eta

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

By:

Dukes Hill LLC

And Between:

Grandview Homes LLC etal

Recorded:

July 18, 2005

Auditor's No.

200507180168, records of Skagit County, Washington

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

Recorded:

July 18, 2005

Auditor's No(s).:

200507180165, records of Skagit County, Washington

Imposed By:

Sauk Mountain View Estates Phase III/IV Homeowners Association

etal

200710050147 Skagit County Auditor

10/5/2007 Page

3 of

4 3:52PM

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

Easements are granted to City of Sedro-Woolley, Washington, a municipal corporation, its successors or assigns, the perpetual right, privilege, and authority enabling the City to do all things necessary or proper in construction and maintenance of sewer, stormwater and communication line, lines or related facilities, including the right to alter, replace, relocate, connect to and locate at any time a pipe or pipes, line or sewer, stormwater and communication lines or other similar public services over, across, along, in and under the lands 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 lands 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 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 construct its 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.

Easement contained in Dedication of said plat;

For:

All necessary slopes for cuts and fills

Affects:

Any portions of said premises which abut upon streets, avenues,

alleys and roads

Easement delineated on the face of said plat;

For:

Utilities

Affects:

The exterior 10 feet adjacent to street

200710050147 Skagit County Auditor

10/5/2007 Page

4 of

4 3:52PM