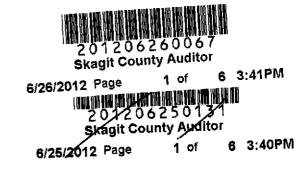
When recorded return to: Giles M. Little and Shannon L. Little 2486 Autumnwood Court

Recorded at the request of:

Bellingham, WA 98229

File Number: 103733



**Statutory Warranty Deed** 

RE-FECURIS TO CORRECT LEGAL

GUARDIAN NORTHWEST TITLE CO.

THE GRANTOR Megan D. Anderson, as her separate property for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to Giles M. Little and Shannon L. Little, husband and wife the following described real estate, situated in the County of Skagit, State of Washington

Abbreviated Legal:

Lot 4 and Tract A, SAUK MOUNTAIN VIEW ESTATES - SOUTH - A PLANNED RESIDENTIAL DEVELOPMENT, PHASE 2"

Tax Parcel Number(s): P121308, 4830-000-004-0000

PARCEL "A":

Lot 4 and A., SAUK MOUNTAIN VIEW ESTATES - SOUTH - A PLANNED RESIDENTIAL DEVELOPMENT, PHASE 2, according to the plat thereof, recorded January 29, 2004 under Auditor's File No. 200401290101, records of Skagit County, Washington.

PARCEL "B":

An undivided 50% interest in Tract A, SAUK MOUNTAIN VIEW ESTATES - SOUTH - A PLANNED RESIDENTIAL DEVELOPMENT, PHASE 2, according to the plat thereof, recorded January 29, 2004 under Auditor's File No. 200401290101, records of Skagit County, Washington.

This conveyance is subject to covenants, conditions, restrictions and easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey as described in Exhibit "A" attached hereto

Dated6-/3-/	
1	
Megap D. Anderson	NOTARY PUBLIC STATE OF WASHINGTON
	KAREN ALDERSON
	My Appointment Expires Mar 28, 2015

STATE OF Washington COUNTY OF Skagit SS:

I certify that I know or have satisfactory evidence that Megan D. Anderson, the persons who appeared before me, and said person(s) acknowledged that hetshe/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: 61313

COCCUPATO DOO ranon Printed Name: Karen Alderson Notary Public in and for the State of Residing at Bellingham, WA

My appointment expires: 3/28/2015

Washington

SKAGIT COUNTY WASHINGTON REAL ESTATE EXCISE TAX

Amóunt Pald \$

Deputy

SKAGIT COUNTY WASHINGTON REAL ESTATE EXCISE TAX

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Amount Paid \$ Skagit Co. Treasurer many Deputy

## **EXCEPTIONS:**

## RESERVATION CONTAINED IN DEED

Executed by: C. A. Wicker, a bachelor Recorded: September 26, 1912

Auditor's No.: 93017

As Follows: Excepting and reserving all minerals, oils, gases and fossits in

or upon said premises and the right to enter said premises for any purpose incidental to the prospecting, mining, or extracting the same from said premises, provided, however, that the said party of the second part, his heirs, administrators and assigns shall be compensated for all damage done to the surface and soil of said land, and the improvements thereon.

В. 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.

Skagit Realty Company From:

Recorded: October 23, 1915

Auditor's No.: 110291

Purpose: 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

Affects: Portion in the Southeast 1/4 of the Northwest 1/4

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

Purpose: 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

Affects: Portion in the Southwest 1/4 of the Northeast 1/4



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# EASEMENT, INCLUDING TERMS AND PROVISIONS THEREOF:

Grantee: Pacific Northwest Pipeline Corporation

Recorded: September 14, 1956

Auditor's No.: 541476

Purpose: Constructing, maintaining, etc., pipeline or pipelines Area Affected: Portion in the Southwest 1/4 of the Northeast 1/4 and other

property (Affects Common "Park" Area)

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

### E. 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: Portion in the Southwest ¼ of the Northeast ¼ and other

property (Affects Common "Park" Area)

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.

#### F. EASEMENT, INCLUDING TERMS AND PROVISIONS THEREOF:

Grantee: Northwest Pipeline Corporation

Recorded: July 5, 2002 Auditor's No.: 200207050100

Purpose: Pipeline and related rights Area Affected: Portion in the Northeast 1/4

### G. EASEMENT, INCLUDING TERMS AND PROVISIONS THEREOF:

Grantee: John A. Lange and Gayle Lange

July 25, 2002 Recorded: Auditor's No.: 200207250019

Purpose: Utilities, drainage, sewer lines, etc.

Area Affected: This and other property

#### H. EASEMENT, INCLUDING TERMS AND PROVISIONS 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

Affects: All streets and roads; a 10 foot strip parallel to all roads;

all areas within 10 feet of vaults and transformer

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# 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 March 2, 2004 under Auditor's File No. 200403020063

J. 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

Said instrument was modified by instruments recorded June 30, 2003, January 28, 2004 and March 2, 2004, under Auditor's File Nos. 200306300001, 200401280120 and 200403020062.

K. 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 Phase 2

Recorded: Auditor's No.: January 29, 2004 200401290101

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 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).
- 3. 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 conducts 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.

- 4. 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.
- 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. Easement for all necessary slopes for cuts and fills affecting any portions of said premises which abut upon streets, avenues, alleys and road.
- 9. Utilities easement affecting the Southwesterly 10 feet of Lot 5; the Northeasterly 10 feet of Lot 6; the Southwesterly 11 feet of Lot 11 and the Northeasterly 9 feet of Lot 12.
- 10. This Plat of Sauk Mountain View Estates South Phase 2, a Planned Residential Development, is subject to the same covenants, conditions and restrictions as were recorded for the Plat of Sauk Mountain View Estates South a Planned Residential Development, under Auditor's File No. 200306090033, records of Skagit County, Washington, and as amended and filed under Auditor's File No. 200306300001, records of Skagit County, Washington.

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U. Building setback line(s) delineated on the face of said plat.

Affidavit of Correction and Clarification recorded March 2, 2004 under Auditor's File No. 200403020062.

- (a) (TRACTA) Private road tract is hereby granted to Lots 3 and 4 together with all maintenance obligations. This tract shall remain an appurtenance to, and inseparable from, said lots.
- (b) (TRACT B) Private road tract is hereby granted to Lots 13 and 14 together with all maintenance obligations. This tract shall remain an appurtenance to, and inseparable from, said lots.

Tract B is also encumbered by a 10-foot wide easement for community walkway purposes along the Northeasterly side of said Tract B.

- (c) (TRACT F) is a community walkway 10 feet in width and is hereby designated "common open space" as defined and provided for in the recorded plat covenants and restrictions (Auditor's File No. 200306090033, records of Skagit County, Washington).
- (d) (TRACT E) is hereby designated as a community park area and also placed in the category of "open space" as defined and provided for in the plat covenants and restrictions (Auditor's File No. 200306090033, records of Skagit County, Washington).

201206260067 Skagit County Auditor

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