



201212200097

Skagit County Auditor

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6 3:42PM

When recorded return to:

Richard Eppley
216 Shantel Street
Mount Vernon, WA 98274

143484-0

LAND TITLE OF SKAGIT COUNTY

STATUTORY WARRANTY DEED**THE GRANTOR(S) Leslie Kenworthy and Julie Kenworthy, husband and wife**

for and in consideration of \$10.00 and good and other valuable considerations
in hand paid, conveys, and warrants to Richard Eppley, an unmarried person
the following described real estate, situated in the County of Skagit, State of Washington:

Lot 63, "PLAT OF CEDAR HEIGHTS PUD 1/PHASE 1," as per plat recorded on January 19, 2007, under Auditor's File No. 200701190116, records of Skagit County, Washington. SITUATE in the City of Mount Vernon, County of Skagit, State of Washington.

See Attached Exhibit "A" hereto and made a part hereof.

Abbreviated Legal: Lot 63, Cedar Heights PUS #1, Phase 1

Tax Parcel Number(s): P125759

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

20124103
DEC 20 2012

Amount Paid \$ 2852.⁰⁰
Skagit Co. Treasurer
By *mg* Deputy

Dated: December 17, 2012

Leslie Kenworthy
Leslie Kenworthy

Julie Kenworthy
Julie Kenworthy

State of Washington
County of *Snohomish*

I certify that I know or have satisfactory evidence that

Leslie Kenworthy & Julie Kenworthy

(is/are) the person(s) who appeared before me, and said person(s) acknowledge that (he/she/they) signed this instrument and acknowledged it to be (his/her/their) free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 12-19-12

[Signature]
Notary Public in and for the State of Washington

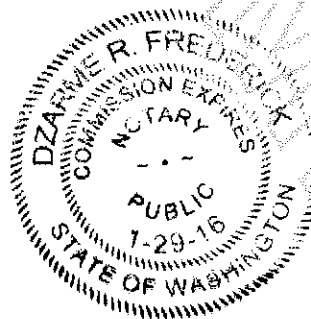
My appointment expires: 1-29-16

Exhibit A
(pg 1)

Easements, restrictions, and other matters shown on Schedule "B-1" attached are also excepted from coverage. The easements, restrictions and other matters shown as lettered exceptions on Schedule "B-1" are excepted from policy coverage to the same extent that the numbered Schedule "B" Special Exceptions shown herein are excepted from policy coverage.

**'MOUND FILL SYSTEM INSTALLATION CONDITIONAL AGREEMENT, INCLUDING
TERMS AND CONDITIONS THEREOF:**

Recorded: August 31, 1987
Auditor's No.: 8708310002

COVENANTS, CONDITIONS, AND RESTRICTIONS CONTAINED IN INSTRUMENT:

Recorded: July 22, 2005
Auditor's File No.: 200507220135
As follows:

"The above described property will be combined or aggregated with contiguous property owned by the grantee. This boundary adjustment is not for the purposes of creating an additional building lot."

Said instrument is a re-record of instrument recorded July 14, 2005, under Auditor's File No. 200507140125.

COVENANTS, CONDITIONS AND RESTRICTIONS, CONTAINED IN DEED:

Recorded: July 22, 2005
Auditor's No.: 200507220135
Executed By: Lee M. Utke, an unmarried individual and Cedar Heights, LLC, a
Washington Limited Liability Co.
As Follows:

"The Grantor herein conveys said real property SUBJECT TO the following conditions:

Grantee agrees to pay all costs associated to Plat the new subdivision, Including sewer hookup fees for existing house.

Grantee agrees that Grantor's existing house shall have a storm drain connection.

Grantee agrees, if overhead lines to existing house are required to be relocated, it will be at Grantee's expense."

Said instrument is a re-record of instrument recorded July 14, 2005, under Auditor's File No. 200507140125.

EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Grantee: Northern Reign Development Co., LLC, a Washington
Limited Liability Company
Purpose: Ingress, egress and utilities
Area Affected: A portion of the East ½ of the East ½ of the Southwest ¼ of
Section 22, Township 34 North, Range 4 East, W.M.
Dated: April 26, 2005
Recorded: April 29, 2005
Auditor's No.: 200504290127

NOTE: The above-described easement shall terminate upon dedication of the roads within the Plat of Cedar Heights, P.U.D. Phase 1.



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Exhibit A

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EXCEPTIONS CONTINUED:

EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Grantee: Puget Sound Energy, Inc., a Washington Corporation
Purpose: The right to construct, operate, maintain, repair, replace and enlarge an underground electric transmission and/or distribution system
Area Affected: 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
Dated: May 5, 2006
Recorded: May 22, 2006
Auditor's No.: 200605220169

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 electricity. Such systems may include, but are not limited to underground facilities
Area Affected: A nonexclusive perpetual easement over, under, along, across and through a strip of land ten (10) feet in width with five (5) feet on each side of the centerline of grantee's facilities as now constructed, to be constructed, extended or relocated lying within the above described parcel. This easement description may be superseded at a later date with a surveyed description provided at no cost to Grantee
Dated: May 5, 2006
Recorded: May 22, 2006
Auditor's No.: 200605220170

MATTERS DISCLOSED BY RECORD OF SURVEY

Filed: September 22, 2006
Auditor's File No.: 200609220186

EASEMENT AS DEDICATED ON THE FACE OF SAID PLAT, AS FOLLOWS:

PUD UTILITY EASEMENT

Easements (within utility easements as shown hereon) are granted to Public Utility District No. 1 of Skagit County, Washington, a municipal corporation, its successors or assigns, the perpetual right, privilege, and authority enabling the District to do all things necessary or proper in the construction and maintenance of a water line, lines 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 lines, or related facilities, along with necessary appurtenances for the transportation of water or other similar public services over, across, along, in and under the lands as

(continued):

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 District, 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 District.

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 general manager of the District. 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 District's use of the easement.



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Exhibit A

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EASEMENTS AS DEDICATED ON THE FACE OF SAID PLAT, AS FOLLOWS:

PRIVATE DRAINAGE AND SEWER EASEMENTS

Easements for the purpose of conveying local storm water runoff and sanitary sewer are hereby granted in favor of all abutting private lot owners in the areas designated as private drainage or private sewer easements. The maintenance of private easements established and granted herein shall be the responsibility of, and the costs thereof shall be borne equally by the present and future owners of the abutting private lot owners and their heirs, owners personal representatives and assigns.

The City of Mount Vernon is hereby granted the right to enter said easements for emergency purposes at it own discretion.

EASEMENT AS DEDICATED ON THE FACE OF SAID PLAT, AS FOLLOWS:

STORM POND AND DRAINAGE EASEMENT TO CITY OF MOUNT VERNON

Storm pond and drainage easements, as shown hereon, are hereby granted to the City of Mount Vernon, to construct, maintain, replace, reconstruct, and remove drainage and detention facilities, with all appurtenances incident thereto or necessary therewith, in, under and across the said premises, and to cut and remove from said easement any trees, fences and other obstructions which may endanger the safety or interfere with the use of said drainage and detention facilities or appurtenances attached or connected therewith, and right of ingress and egress to and over said premises at any and all times for the purpose of doing anything necessary for the easement hereby granted. Adjoining property owners are prohibited from constructing fences, buildings or other objects within the easement area. Adjoining property owners are prohibited from placing fill or other debris within easement area or otherwise altering the detention facility side slope areas, or access road. Vehicular access in the easement area is restricted specifically to public maintenance vehicles.

Pond maintenance is the responsibility of the City of Mount Vernon and shall be performed per the maintenance procedure document prepared by Ravnik & Associates on file at the City of Mount Vernon.

EASEMENTS AS DEDICATED ON THE FACE OF SAID PLAT, AS FOLLOWS:

UTILITIES, SIDEWALK AND PUBLIC TRAIL EASEMENTS

An easement is hereby reserved for and granted to the City of Mount Vernon, Public Utility District No. 1, Puget Sound Energy, Verizon Northwest, Cascade Natural Gas Corp., and Comcast Corporation and their respective successors and assigns under and upon the exterior front boundary lines of all lots and tracts as shown on the face of this plat and other easements, if any, shown on the face of this plat, for sidewalks, trail purposes and in which to install, lay, construct, renew, operate, maintain and remove utility systems, lines, fixtures, appurtenances attached thereto, for the purpose of providing utility services and pedestrian access to the subdivision and other property, together with the right to enter upon the lots and tracts at all times for the purposes stated, with the understanding that any grantee shall be responsible for all unnecessary damage it causes to any real property owner in the subdivision by the exercise of rights and privileges herein granted.

NOTES AS DISCLOSED ON THE FACE OF SAID PLAT, AS FOLLOWS:

- | | |
|---------------------------|--|
| 1. Zoning Classification: | R-1, 4.0 Cedar Heights P.U.D. |
| 2. Sewage Disposal: | City of Mount Vernon |
| 3. Storm Drainage: | City of Mount Vernon |
| 4. Street Standard: | City of Mount Vernon |
| 5. Water: | Skagit County P.U.D. No. 1 |
| 6. Power: | Puget Sound Energy |
| 7. Telephone: | Verizon Northwest |
| 8. Gas: | Cascade Natural Gas |
| 9. Television Cable: | Comcast Corporation |
| 10. Garbage Collection: | City of Mount Vernon. Solid waste collection for lots shall be at the edge of the public right of way. |



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Exhibit A

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11. Wetland boundary lines shown hereon are based upon field delineations by Skagit Wetlands and Critical Areas, Inc. in August 2004 and September 2006.
12. All lots within this subdivision are subject to impact fees for schools, fire, parks and any other city impact fees, payable upon issuance of a building permit.
13. All homes shall be built on site and no modular or manufactures homes are permitted.
14. Siltation control devices may be required for each lot during home construction or subsequent soil disturbances. See City of Mount Vernon Development Services Department for details.
15. Building locations, designs and lot landscaping plans attached on sheets 10, 11 and 12 have been approved with respect to design review. Additional information for each of the building types is available at the City of Mount Vernon Development Services Department.
16. There are 4 private driveways located East of Dallas Street that serve 6 lots each. The adjacent property owners shall be responsible for the maintenance of these driveways. See documents referenced under Note No. 25.
17. No driveways for vehicular access shall be allowed from Lots 93-98 onto East Division Street.
18. Unless otherwise approved, no driveways for vehicular access shall be allowed from Lots 33, 34, 39 or 123 onto East Broadway Street.
19. Open space Tracts A and B are to be conveyed to the Cedar Heights PUD Homeowners Association and are to be maintained in accordance with the document referenced in Note No. 25

COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN DECLARATION OF PROTECTIVE RESTRICTIONS, AS HERETO ATTACHED

Declaration Dated: January 17, 2007
Recorded: January 19, 2007
Auditor's No.: 200701190117
Executed By: Cedar Heights LLC, a Washington limited liability company

Amended by instruments recorded May 23, 2007, June 20, 2007, May 31, 2007 and January 11, 2008, under Auditor's File Nos. 200705230184, 200706200115, 200706200116, 200705310139 and 200801110076.

AGREEMENT TO PARTICIPATE IN THE INTERSECTION IMPROVEMENTS FOR DIVISION STREET AND WAUGH ROAD AND THE TERMS AND CONDITIONS THEREOF

Between: Cedar Heights LLC
And: City of Mount Vernon
Dated: January 18, 2007
Recorded: January 19, 2007
Auditor's No.: 200701190118
Regarding: Intersection improvements for Division Street and Waugh Road

Dedication and consent shown on the Plat of Cedar Heights PUD 1, Phase 1, as follows:

Dedicate to the use of Public forever, the Streets, Avenues, shown hereon and the use thereof for all public purposes consistent with the use thereof for Public Highway purposes together with the right to make all necessary slope for cuts and fills upon the Lots and Blocks shown hereon in the original reasonable grading of all such streets and avenues shown hereon.



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Exhibit A
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SKAGIT COUNTY RIGHT TO FARM DISCLOSURE AND THE TERMS AND CONDITIONS THEREOF:

Grantor: Leslie and Julie Kenworthy
Grantee: D. B. Johnson Construction, Inc.
Recorded: August 10, 2007
Auditor's File No.: 200708100124
As Follows:

Buyer is aware that the property may be subject to the Skagit County right to Farm Ordinance, Skagit County Code section 14.48, which states:

"If your real property is adjacent to property used for agricultural operations or included within an area zoned for agricultural purposes, you may be subject to inconveniences or discomforts arising from such operations, INCLUDING BUT NOT LIMITED TO NOISE, ODORS, FLIES, FUMES, DUST SMOKE THE OPERATION OF MACHINERY OF ANY KIND DURING ANY 24 HOUR PERIOD (INCLUDING AIRCRAFT), THE STORAGE AND DISPOSAL OF MANURE, AND THE APPLICATION BY SPRAYING OR OTHERWISE OF CHEMICAL FERTILIZERS, SOIL AMENDMENTS, HERBICIDES AND PESTICIDES. Skagit County has determined that the use of real property for agricultural operations is a high priority and favored use to the county and will not consider to be a nuisance those inconveniences or discomforts arising from agricultural operations, if such operations are consistent with commonly accepted good management practices and comply with local, state, and federal laws.



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