



201302250117

Skagit County Auditor

2/25/2013 Page 1 of 7 1:39PM

AFTER RECORDING MAIL TO:

Name

Address 1452 Vecchio Court

City, State, Zip Sedro Woolley, WA 98284

Escrow Number: R12-00622-PS

GUARDIAN NORTHWEST TITLE CO.

104421

Special Warranty Deed

THE GRANTOR(S) Nationstar Mortgage, LLC for and in consideration of Ten dollars and other good and valuable consideration (\$10.00), in hand paid, grants, bargains, sells, conveys, and confirms to

Lauren Van Der Pol, *an unmarried woman*

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

Lot 12, 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.
(commonly known as 1452 Vecchio Court, Sedro Woolley, WA 98284)

SUBJECT TO:

Easements, restrictions, covenants, reservations, conditions and agreements, if any of record and as per Exhibit "A" attached hereto and by this reference is made a part hereof.

Assessor's Property Tax Parcel Account Number(s): 4830-000-012-0000 *P121316*

The Grantor(s) for itself and for its successors in interest do by these presents expressly limit the covenants of the deed to those herein expressed, and excludes all covenants arising or to arise by statutory or other implication, and do hereby covenant that against all persons whomsoever lawfully claiming or to claim by, through or under said Grantor(s) and not otherwise, it will forever warrant and defend the said described real estate.

Dated *1/30/12*

Nationstar Mortgage, LLC

By: SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX*2013619*

FEB 25 2013

Amount Paid \$ *2176.60*
Skagit Co. Treasurer
By *[Signature]* Deputy

STATE OF COLORADO
County of DOUGLAS

SS:

I certify that I know or have satisfactory evidence that

MICHAEL R HOLMES

is/are the person(s) who appeared before

me, and said person(s) acknowledged that He/She signed this instrument, on oath stated He/She

is/are authorized to execute the instrument and acknowledge it as the

ASSISTANT

SECRETARY of Nationstar Mortgage, LLC

to be the free and voluntary act of such party(ies) for the uses and purposes mentioned in this instrument.

Dated: 11/30/12

Notary Public in and for the State of COLORADO

Residing at DOUGLAS COUNTY

My appointment expires 12/15/12

Heidi Long
NOTARY PUBLIC
State of Colorado

My Commission Expires Dec 15, 2012



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EXHIBIT "A"

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 fossils 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.

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
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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EXHIBIT "A" (continued)

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 ¼ of the Northeast ¼ 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.

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.

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 ¼

EASEMENT, INCLUDING TERMS AND PROVISIONS THEREOF:

Grantee: John A. Lange and Gayle Lange
Recorded: July 25, 2002
Auditor's No.: 200207250019
Purpose: Utilities, drainage, sewer lines, etc.
Area Affected: This and other property

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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EXHIBIT "A" (continued)

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

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.

**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: January 29, 2004
Auditor's No.: 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).



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EXHIBIT "A" (continued)

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 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.
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. 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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EXHIBIT "A" (continued)

11. 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) (TRACT A) 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).



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