



201409260114

Skagit County Auditor

\$78.00

9/26/2014 Page

1 of

7 3:32PM

**When recorded return to:**

Robert W. Janicki  
Cordata Green LLC  
1560 and 1558 Portobello Ave  
Sedro Woolley, WA 98284

Filed for record at the request of:



**CHICAGO TITLE**

COMPANY OF WASHINGTON

425 Commercial St  
Mount Vernon, WA 98273  
Escrow No.: 620022112

**CHICAGO TITLE**  
**620022112**

**STATUTORY WARRANTY DEED**

THE GRANTOR(S) Galen Kindred and Marilyn Kindred, husband and wife  
for and in consideration of Ten And No/100 Dollars (\$10.00) , and other valuable consideration  
in hand paid, conveys, and warrants to Cordata Green LLC, a Washington limited liability company  
the following described real estate, situated in the County of Skagit, State of Washington:

Lots 2 and 3, SAUK MOUNTAIN VIEW ESTATES NORTH - A PLANNED RESIDENTIAL  
DEVELOPMENT - PHASE IV, according to the plat thereof recorded March 22, 2012 under  
Auditor's File No. 201203220011, records of Skagit County, Washington.

Situated in Skagit County, Washington.

Abbreviated Legal: (Required if full legal not inserted above.)

Tax Parcel Number(s): P131047 / 6009-000-000-0002, P131048 / 6009-000-000-0003

Subject to: Conditions, covenants, restrictions and easements of record as more fully described in  
Chicago Title Company Order 620022112, Schedule B, Special Exceptions; and Skagit County Right  
To Farm Ordinance, which are attached hereto and made a part hereof.

Dated: September 25, 2014

Galen Kindred  
Galen Kindred

Marilyn Kindred  
Marilyn Kindred

2014 3606  
SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

SEP 26 2014

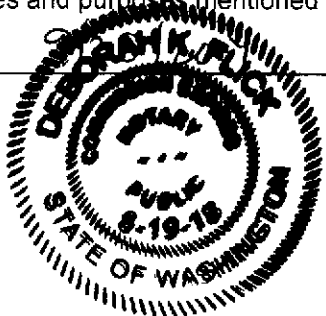
Amount Paid \$ 1340  
By Skagit Co. Treasurer  
Deputy

State of Washington  
County of Skagit

I certify that I know or have satisfactory evidence that

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

Dated: \_\_\_\_\_



Deborah K. Flick  
Name: DEBORAH K. FLICK  
Notary Public in and for the State of WA  
Residing at: Ashtown, WA  
My appointment expires: 8/19/18

## SCHEDULE "B"

### SPECIAL EXCEPTIONS

1. 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  
Note: Partial Relinquishment of Right of Way Contract recorded under Auditor's File No. 201309250031
2. 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.  
Note: Partial Relinquishment of Right of Way Contract recorded under Auditor's File No. 201309250031
3. 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 and re-recorded under 200208260142  
Providing: Clearing of trees from pipeline easement  
Affects: Said premises and other property  
Note: Partial Relinquishment of Right of Way Contract recorded under Auditor's File No. 201309250031
4. 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  
Note: Partial Relinquishment of Right of Way Contract recorded under Auditor's File No. 201309250031
5. 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
6. 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.: 200402030145, records of Skagit County, Washington  
Providing: 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



## SCHEDULE "B"

### Special Exceptions (continued)

Auditor's File No(s): 200401290098, records of Skagit County, Washington

AMENDED by instrument(s):

Recorded: April 3, 2000 and December 21, 2006

Auditor's No(s): 200403020063 and 200612210120, records of Skagit County, Washington

7. 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
8. 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 et al
9. Agreement, including the terms and conditions thereof, entered into;  
By: Dukes Hill LLC  
And Between: Grandview Homes LLC et al  
Recorded: July 18, 2005  
Auditor's No.: 200507180168, records of Skagit County, Washington
10. 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 et al
11. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, dedications, building setback lines, notes and statements, if any, but omitting any covenants or restrictions, if any, including but not limited to those 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, as set forth on SAUK MOUNTAIN VIEW ESTATES NORTH PHASE 3 and AMENDED SAUK MOUNTAIN VIEW ESTATES NORTH PHASE 3 LOT LINE ADJUSTMENT:  
Recording No: 200508040015, 200601030159 and 20080307001
12. Easement, including the terms and conditions thereof, granted by instrument(s);  
Recorded: November 5, 1985  
Auditor's No(s): 8511050073, records of Skagit County, Washington  
In favor of: Puget Sound Power & Light Company  
For: Electric transmission and/or distribution line, together with necessary appurtenance  
Affects: Plat of Sauk Mountain View Estates North Phase I
13. Easement, including the terms and conditions thereof, granted by instrument(s);  
Recorded: October 17, 2002  
Auditor's No(s): 200210170076, records of Skagit County, Washington  
In favor of: Puget Sound Power & Light Company  
For: Electric transmission and/or distribution line, together with necessary appurtenances  
Affects: Plat of Sauk Mountain View Estates North Phase I
14. Agreement, including the terms and conditions thereof, entered into;  
By: City of Sedro Woolley  
And Between: Sauk Mountain Village LLC et al  
Recorded: June 9, 2003  
Auditor's No.: 200306090031, records of Skagit County, Washington



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## SCHEDULE "B"

### Special Exceptions (continued)

- Providing: Development Agreement  
Affects: Said premises and other property
15. Agreement, including the terms and conditions thereof, entered into;  
By: City of Sedro Woolley  
And Between: S-W Land Co., LLC et al  
Recorded: March 29, 2002  
Auditor's No.: 200203290183, records of Skagit County, Washington  
Providing: Annexation Agreement  
Affects: Said premises and other property
16. Agreement, including the terms and conditions thereof, entered into;  
By: Northwest Pipeline Corporation  
And Between: Galen Kindred and Sondra Kindred  
Recorded: June 26, 2002  
Auditor's No.: 200206260088, records of Skagit County, Washington  
Providing: Clearing of trees from pipeline easement  
Note: Partial Relinquishment of Right of Way Contract recorded under Auditor's File No. 201309250031
17. Easement, including the terms and conditions thereof, granted by instrument(s);  
Recorded: June 26, 2002  
Auditor's No(s).: 200206260089, records of Skagit County, Washington  
In favor of: Northwest Pipeline Corporation  
For: Pipelines  
Note: Partial Relinquishment of Right of Way Contract recorded under Auditor's File No. 201309250031
18. Easement, including the terms and conditions thereof, granted by instrument(s);  
Recorded: January 21, 2005  
Auditor's No(s).: 200501210100, records of Skagit County, Washington  
In favor of: Sauk Mountain Village, LLC  
For: Ingress, egress and utilities
19. Covenants, conditions, restrictions, and easements contained in declaration(s) of restriction, but omitting any covenant 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 law;  
Recorded: July 18, 2005  
Auditor's No(s).: 200507180165, records of Skagit County, Washington
20. Agreement and Easement, including the terms and conditions thereof, entered into;  
By and Between: Sauk Mountain Village LLC and City of Sedro Woolley  
Recorded: July 18, 2005  
Auditor's No.: 200507180166, records of Skagit County, Washington
21. Reservation contained in deed from J. Elmer Bovey to A. W. Swain, dated February 14, 1912, filed February 19, 1912, under Auditor's File No. 89818 and recorded in Volume 85 of Deeds, page 482, substantially as follows:  
"Excepting any minerals or mineral oils that may have been or may hereafter be discovered on said premises."
22. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:  
Granted to: United States of America and its assigns  
Purpose: Permanent easement and right of way approximately 15 feet in width, with such additional widths as are necessary to provide for cuts, fills and turnouts and for curves at the angle points  
Recording Date: January 28, 1969  
Recording No.: 722709  
Affects: Not disclosed



## SCHEDULE "B"

### Special Exceptions (continued)

23. Terms and conditions of City of Sedro-Woolley Ordinance No. 1418-02 as recorded March 29, 2002, under Auditor's File No. 200203290182
24. AGREEMENT REGARDING CONDITIONS OF ANNEXATION AND THE TERMS AND CONDITIONS THEREOF:  
Between: City of Sedro-Woolley, a Washington Municipal Corporation  
And: SW-Land Company, LLC, a Washington Limited Partnership, et al  
Dated: January 9, 2002  
Recorded: April 2, 2002  
Auditor's No.: 200204020058
25. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:  
Granted to: Puget Sound Energy Inc.  
Purpose: Electric transmission and/or distribution line, together with necessary appurtenances  
Recording Date: April 23, 2007  
Recording No.: 200704230157
26. Adjacent Properties Development Agreement and the terms and conditions thereof:  
Recording Date: April 14, 2010  
Recording No.: 201004140048
27. Adjacent Properties Development Agreement and the terms and conditions thereof:  
Recording Date: May 4, 2010  
Recording No.: 201005040070
28. Covenants, conditions, restrictions, and easements contained in declaration(s) of restriction, but omitting any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicap persons;  
Recorded: May 9, 2003  
Auditor's No(s): 200305090002, records of Skagit County, Washington  
AMENDED by instrument(s):  
Recorded: June 15, 2004, April 29, 2005, July 18, 2005, August 8, 2005, September 16, 2005, October 26, 2005, January 23, 2006, and May 3, 2006  
Auditor's No(s): 200406150130, 200504290152, 200507180167, 200508080137, 200509160050, 200510260044, 200601230191, and 200605030049, records of Skagit County, Washington  
Affects: Portion of said plat
29. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, dedications, building setback lines, notes and statements, if any, but omitting any covenants or restrictions, if any, including but not limited to those 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, as set forth on SAUK MOUNTAIN VIEW ESTATES NORTH, PHASE 1, WILDFLOWER:  
Recording No: 200305090001
30. Assessments or charges and liability to further assessments or charges, including the terms, covenants, and provisions thereof, disclosed in instrument(s);  
Recorded: May 9, 2003  
Auditor's No(s): 200305090002, records of Skagit County, Washington  
Imposed By: Wildflower Homeowner's Association  
AMENDED by instrument(s):  
Recorded: June 15, 2004, April 29, 2005, July 18, 2005, August 8, 2005, September 16, 2005, and October 26, 2005  
Auditor's No(s): 200406150130, 200504290152, 200507180167, 200508080137, 200509160050 and 200510260044, records of Skagit County, Washington  
Affects: Portion of said plat



## SCHEDULE "B"

### Special Exceptions (continued)

31. Exceptions and reservations as contained in instrument;  
Recorded: February 1, 1907  
Auditor's No.: 60673, records of Skagit County, Washington  
Executed By: The Wolverine Company  
As Follows: Reserving unto the party of the first part, its successors and assigns all mineral and mineral oils in or under any of said lands whether said mineral or mineral oils are not known, or shall hereafter be discovered; without however, any right of the party of the first part, its successors or assigns, in, to or upon the surface of any of said lands.  
Affects: Portion of said plat
32. Easement, including the terms and conditions thereof, granted by instrument(s);  
Recorded: July 17, 1946  
Auditor's No(s): 394047, records of Skagit County, Washington  
In favor of: United States of America  
For: Electric transmission and/or distribution line, together with necessary appurtenances  
Affects: A strip of land 125 feet in width, the boundaries of said strip lying 62.5 feet distant from, on each side of, and parallel to the survey line of the Arlington-Bellingham transmission line as now located and staked  
Affects: Portion of said plat
33. Easements, including the terms and conditions thereof, granted by instrument(s):  
Recorded: August 7, 1963  
Auditor's No(s): 639321, records of Skagit County, Washington  
In favor of: United States of America  
For: Electronic transmission and/or distribution line, together with necessary appurtenances  
Affects: A strip of land 137.5 feet in width, the boundaries of said strip lying 62.5 feet distant Easaterly from and 75 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  
Affects: Portion of said plat
34. 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: February 3, 2004  
Auditor's No(s): 200402030144, records of Skagit County, Washington  
Executed By: Dukes Hill, L.L.C.  
Affects: Portion of said plat  
Said document is a re-recording of Auditor's File No. 200401290096
35. Easement, including the terms and conditions thereof, granted by instrument;  
Recorded: February 2, 2004  
Auditor's No.: 200402020108, records of Skagit County, Washington  
In favor of: Puget Sound Power & Light Company  
For: Underground electric system, together with necessary appurtenances  
Affects:  
Easement No. 1:  
All street, alley and road rights-of-way and access easements as now or hereafter designed, platted, and/or constructed within the above described property, (When said streets and roads are dedicated to the public, this clause shall become null and void.)  
Easement No. 2:  
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, alley and road rights-of-way.  
Affects: Portion of said plat
36. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, dedications, building setback lines, notes and statement, if any, but omitting any covenants, or restrictions, if any, including but not limited to those 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, as set forth on SAUK MOUNTAIN VIEW ESTATE - NORTH A PLANNED RESIDENTIAL DEVELOPMENT PHASE 2.  
Recording No: 201203220011



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## SCHEDULE "B"

### Special Exceptions (continued)

37. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, dedications, building setback lines, notes and statements, if any, but omitting any covenants or restrictions, if any, including but not limited to those 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, as set forth on Sauk Mountain View Estates - North, A PLANNED RESIDENTIAL DEVELOPMENT - PHASE IV:  
Recording No. 201203220011
38. City, county or local improvement district assessments, if any.
39. Assessments, if any, levied by City of Sedro-Woolley.
40. Assessments, if any, levied by Sauk Mountain View Estates Phase III/IV Homeowner's Association.
41. Assessments, if any, levied by Sauk Mountain View Estate North - Phase III/IV Homeowners Association.
40. Assessments, if any, levied by Wildflower Homeowner's Association.

General and special taxes and charges payable February 15; delinquent if first half unpaid on May 1 or if second half unpaid on November 1 of the tax year for Tax Parcels P131047 and P1313048.

### SKAGIT COUNTY RIGHT TO FARM ORDINANCE

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 inconvenience or discomfort arising from such operations, including but not limited to, noise, odors, flies, fumes, dust, smoke, the operation of machinery of any kind during a twenty-four (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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