



201506260082

Skagit County Auditor

6/26/2015 Page

1 of

9 1:57PM

\$130.00

Document Title:

Statutory Warranty Deed

Reference Number :

Grantor(s):

☐ additional grantor names on page ____

1.Amarjit S. Bajwa

2.Devinder Kaur

Grantee(s):

☐ additional grantee names on page ____

1.Ryan McBride

2.Vivian McBride

Land Title and Escrow

152335-S

Abbreviated legal description:

☐ full legal on page(s) ____

Lot 9, Plat of Cedar Heights West

Assessor Parcel / Tax ID Number:

☐ additional tax parcel number(s) on page ____

P#125075

I, Christi P. Straathof, am hereby requesting an emergency non-standard recording for an additional fee provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document. Recording fee is \$73.00 for the first page, \$1.00 per page thereafter per document. In addition to the standard fee, an emergency recording fee of \$50.00 is assessed. This statement is to become part of the recorded document.

Signed 

Dated

6/26/15

WHEN RECORDED RETURN TO:

Name: Ryan McBride and Vivian McBride
Address: 302 Brittany Street
Mount Vernon, WA 98274

Escrow Number: 683691RT

Filed for Record at Request of: *Rainier Title, LLC*

STATUTORY WARRANTY DEED

THE GRANTOR(S), Amarjit S. Bajwa and Devinder Kaur, husband and wife, for and in consideration of Ten dollars and Zero cents (\$10.00) and other good and valuable consideration in hand paid, conveys, and warrants to Ryan McBride and Vivian McBride, a married couple

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

Lot 9, "PLAT OF CEDAR HEIGHTS WEST," as per plat recorded September 22, 2006, under Auditor's File No. 200609220186, records of Skagit County, Washington.

Situate in the City of Mount Vernon, County of Skagit, State of Washington.

Subject to: See attached Exhibit A, which is made a part hereof by this reference.

Abbreviated Legal:

Tax Parcel Number(s): P125075

Dated: 6-18-15, 2015

Amarjit S. Bajwa
Amarjit S. Bajwa

Devinder Kaur
Devinder Kaur

2015 2416
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

JUN 26 2015

Amount Paid \$ 4899.11
By Skagit Co. Treasurer
Deputy

STATE OF Washington

ss.

COUNTY OF Skagit

I certify that I know or have satisfactory evidence that **Amarjit S. Bajwa and Devinder Kaur** is/are the person(s) who appeared before me, and said person acknowledged 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: _____

SEE ATTACHMENT

Name:

Notary Public in the State of

Residing in

My Commission Expires: _____

THE ATTACHED
SIGNATURE PAGE
BEARS EMBOSSMENT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of STANISLAUS)

On JUN 18, 2015 before me, NICOLE LASS, Notary Public
Date Here Insert Name and Title of the Officer

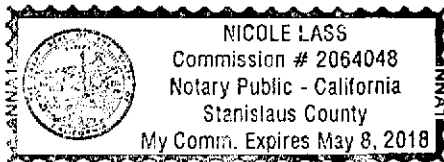
personally appeared AMARJIT S. BAJWA
Name(s) of Signer(s)

and DEVINDER KAUR

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Nicole Lass
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Statutory Warranty Deed Document Date: 06-18-15

Number of Pages: 1 Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

- ☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

Exhibit A

Subject To:

A. COVENANTS, CONDITIONS, AND RESTRICTIONS CONTAINED IN INSTRUMENT:

Recorded: July 14, 2005
Auditor's File No.: 200507140123 and 200507140124
As follows:

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

B. COVENANTS, CONDITIONS, AND RESTRICTIONS CONTAINED IN INSTRUMENT:

Recorded: November 22, 2005
Auditor's File No.: 200511220026
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 and July 22, 2005, under Auditor's File Nos. 200507140123 and 200507220135, respectively.

C. COVENANTS, CONDITIONS AND RESTRICTIONS, CONTAINED IN DEED:

Recorded: November 22, 2005
Auditor's No.: 200511220026
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 and July 22, 2005, under Auditor's File Nos. 200507140123 and 200507220135, respectively.

D. AN EASEMENT AFFECTING THE PORTION OF SAID PREMISES AND FOR THE PURPOSES STATED HEREIN, AND INCIDENTAL PURPOSES, AS RESERVED IN INSTRUMENT HEREIN SET FORTH:

For:	37.00 foot wide easement for ingress and egress and utilities
Reserved By:	Cedar Heights, LLC, a Washington Limited Liability Co.
Recorded:	February 7, 2005
Auditor's No.:	200502070183
Affects:	Affects that portion owned by Woodmansee)

E. Notes as contained on the face of the Plat, as follows:

1.) Zoning Classification – R-1, 4.0 single family residential.

This development is utilizing the City of Mount Vernon Cluster Ordinance based upon City of Mount Vernon's desire to create developments utilizing a net density of four units per acre. The City Planning is allowing a 20% reduction from the minimum allowable lot size of 9,600 sq. ft. to a minimum of 7,680 sq. ft.

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.

11.) 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.

12.) All homes shall be built on site and no modular or manufactured homes are permitted.

13.) Siltation control devices may be required for each lot during home construction or subsequent soil disturbances. See City of Mount Vernon Engineering Department for details.

F. UTILITIES AND SIDEWALK 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 twelve (12) feet of front boundary lines of all lots and tracts as shown on the face of this plat and other utility easements, if any, shown on the face of this plat, for sidewalk 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 owned in the subdivision by the exercise of rights and privileges herein granted.

G. PRIVATE DRAINAGE EASEMENTS-

Easements for the purpose of conveying local storm water runoff are hereby granted in favor of all abutting private lot owners in the areas designated as private drainage 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 its own discretion.

H. P.U.D. 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, an 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 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 grantors 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.

I. Matters delineated or disclosed on face of plat, including but not limited to the following (See plat for full particulars):

- sidewalk and utilities easements
- building setback lines
- buffers
- private drainage easements
- temporary 'turn-around' easement.

J. COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS AND PROVISION FOR THE LEVYING OF ASSESSMENTS CONTAINED IN DECLARATION AS HERETO ATTACHED:

Declaration Dated: October 18, 2006
Recorded: October 19, 2006
Auditor's No.: 200610190062
Executed By: Cedar Heights LLC, etal

K. DECLARATION OF EXCLUSIVE USE EASEMENT AGREEMENT AND THE TERMS AND CONDITIONS THEREOF

Dated: January 12, 2007
Recorded: January 24, 2007
Auditor's No.: 200701240145

Regarding: This easement is subject to the terms of any existing easement for drainage, utilities, sidewalk, or other purposes in the easement area. This easement shall be a covenant running with the land, and shall be binding on all parties having or acquiring any right, title, or interest in the land, and shall not be removed without the written agreement of the owners of the Grantor Lot and the Grantee Lot.

L. SKAGIT COUNTY RIGHT TO FARM DISCLOSURE AND THE TERMS AND CONDITIONS THEREOF:

Buyer:

Rodger D. Koozer and Robin L. Koozer

Seller:

D.B. Johnson Construction, Inc.

Recorded:

March 30, 2007

Auditor's File No.:

200703300229

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.

X ASB

X DK

End of Exhibit A

LPB 10-05 (i-l)