



201507210086

When recorded return to:
Stephen Louia and JoDene Louia
16837 Peterson Road
Burlington, WA 98233

Skagit County Auditor \$78.00
7/21/2015 Page 1 of 7 3:40PM

Filed for record at the request of:



CHICAGO TITLE
COMPANY OF WASHINGTON

425 Commercial St
Mount Vernon, WA 98273

Escrow No.: 620024715

CHICAGO TITLE
620024715 STATUTORY WARRANTY DEED

THE GRANTOR(S) Lana Tostenrude, a married woman, who acquired title as Lana Wall, an unmarried woman; and Ward Tostenrude, her spouse

for and in consideration of Ten And No/100 Dollars (\$10.00) , and other valuable consideration

in hand paid, conveys, and warrants to Stephen Louia and JoDene Louia, husband and wife

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

Lot 30, Sauk Mountain View Estates - South, a Planned Residential Development, according to the plat thereof, recorded June 9, 2003, under Auditor's File No. 200306090032, records of Skagit County, Washington.

Situate in Skagit County, Washington.

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

Tax Parcel Number(s): P120691, 4819-000-030-0000,

Subject to:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

20152841
JUL 21 2015

Amount Paid \$ 3814.20
Skagit Co. Treasurer
By *HB* Deputy

STATUTORY WARRANTY DEED
(continued)

Dated: July 14, 2015

Lana Tostenrude
Lana Tostenrude

Ward Tostenrude
Ward Tostenrude

State of Montana
18 of July 2015

I certify that I know or have satisfactory evidence that
Lana Tostenrude Ward Tostenrude
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: 7-18-2015

Vonnie McLain
Name: Vonnie McLain
Notary Public in and for the State of Montana
Residing at: Great Falls
My appointment expires: 4-20-2018

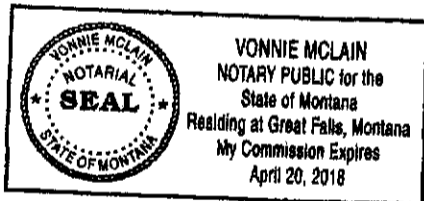


EXHIBIT "A"
Exceptions

1. Easement, including the terms and conditions thereof, granted by instrument(s);
Recorded: June 6, 1946 and July 17, 1946
Auditor's No(s): 392628 and 394047, records of Skagit County, Washington
In favor of: The United States of America
For: One or more lines of electric power transmission structures and appurtenant signal lines
Affects: A strip of land 125.0 feet in width, the boundaries of said strip lying 62.5 feet distant from, on each side of, and parallel with the survey line of the Arlington-Bellingham Transmission line as now located and staked
2. Easement, 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: The United States of America
For: One or more lines of electric power transmission structures and appurtenant signal lines
Affects: A strip of land 137.5 feet in width, the boundaries of said strip lying 62.5 feet distant Easterly from and 75.0 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
3. Easement, including the terms and conditions thereof, granted by instrument(s);
Recorded: June 20, 1945
Auditor's No(s): 381240, 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: Portion in Southeast Quarter of the Northwest Quarter
4. Easement, including the terms and conditions thereof, granted by instrument(s);
Recorded: November 5, 1979
Auditor's No(s): 7911050071, records of Skagit County, Washington
In favor of: Present and future owners of land
For: Ingress, egress and utilities
Affects: A 60-foot strip of land in the portion of the Southeast Quarter of the Northwest Quarter
5. Easement, including the terms and conditions thereof, granted by instrument(s);
Recorded: April 18, 1990
Auditor's No(s): 9004180059, 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:

Commencing at the Northwest corner of the above described Parcel A;
Thence South 00°38'43" East a distance of 279.87 feet along the West line thereof to the center of an existing transmission line and the true point of beginning of this centerline description;
Thence South 55°26'45" East a distance of 273.58 feet;
Thence South 40°20'02" East a distance of 867.53 feet to a point on the Northernly line of the Northern Pacific Railway right-of-way and the terminus of this centerline description.

Right-of-Way No. 2: (For overhang or undergrounding of Facilities only)

Commencing at the Northeast corner of the above-described parcel B;
Thence North 89°33'49" West a distance of 431.05 feet along the North line thereof to the center of an existing transmission line and the true point of beginning of this centerline description;
Thence South 55°26'45" East a distance of 28.53 feet to a point on the South line of the above-described Parcel B and the terminus of this centerline description.

The above described easements to be either lengthened or shortened accordingly to intersect with the above described properties.

EXHIBIT "A"

Exceptions (continued)

6. 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, records of Skagit County, Washington
Affects: Portion in the Southeast Quarter of the Northwest Quarter
As Follows: 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

NOTE: No search of the record has been made as to the present ownership of said rights.

7. 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, records of Skagit County, Washington
Executed By: The Wolvering Company
Affects: Portion in the Southwest Quarter of the Northeast Quarter
As Follows: 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

8. Easement, including the terms and conditions thereof, disclosed by instrument(s);
Recorded: February 26, 1935
Auditor's No(s): 267764, records of Skagit County, Washington
In favor of: Drainage District No. 14 of Skagit County Washington
For: Right of way for drainage ditch purposes. Together with right of ingress and egress
Affects: Portion in the Southwest Quarter of the Northeast Quarter and other property

9. Easement, including the terms and conditions thereof, disclosed by instrument(s);
Recorded: September 14, 1956
Auditor's No(s): 541476, records of Skagit County, Washington
In favor of: Pacific Northwest Pipeline Corporation
For: Constructing, maintaining, etc. pipeline or pipelines
Affects: Portion in the Southwest Quarter of the Northeast Quarter and other property

10. Easement, including the terms and conditions thereof, disclosed by instrument(s);
Recorded: November 26, 1956
Auditor's No(s): 544543, records of Skagit County, Washington
In favor of: Cascade Natural Gas Corporation
For: Constructing, maintaining, etc. Pipeline or pipelines
Affects: Portion in the Southwest Quarter of the Northeast Quarter and other property

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.

11. Agreement, including the terms and conditions thereof; entered into;
By: Northwest Pipeline Corporation
And Between: John A. Lange and Gayle Lange
Recorded: October 10, 2001
Auditor's No.: 200110100109, records of Skagit County, Washington

EXHIBIT "A"

Exceptions (continued)

- Providing: Authorization for specific encroachment
Affects: Portion in the Southwest Quarter of the Northeast Quarter
12. Agreement, including the terms and conditions thereof; entered into;
By: John A. Lange and Joy G. Lange
And Between: North County Bank
Recorded: January 22, 2002
Auditor's No.: 200201220096, records of Skagit County, Washington
Providing: Hazardous Substances Agreement
Affects: Said premises
13. Easement, including the terms and conditions thereof, created by instrument(s);
Recorded: July 5, 2002
Auditor's No(s): 200207050100, records of Skagit County, Washington
In favor of: Northwest Pipeline Corporation
For: Pipeline and related rights
Affects: Portion in the Northeast Quarter
14. Easement, including the terms and conditions thereof, created by instrument(s);
Recorded: July 25, 2002
Auditor's No(s): 200207250019, records of Skagit County, Washington
In favor of: John A. Lange and Gayle Lange
For: Utilities, Drainage, Sewer lines, etc.
Affects: This and other property
15. Easement, including the terms and conditions thereof, granted by instrument(s);
Recorded: April 7, 2003
Auditor's No(s): 200304070119, records of Skagit County, Washington
In favor of: Puget Sound Energy, Inc.
For: Electric transmission and/or distribution line, together with necessary appurtenances
16. Agreement, including the terms and conditions thereof; entered into;
By: Sauk Mountain Village, L.L.C., et al
And Between: City of Sedro Woolley, et al
Recorded: May 7, 2003
Auditor's No.: 200305070172, records of Skagit County, Washington
Providing: Development conditions and provisions
17. Agreement, including the terms and conditions thereof; entered into;
By: City of Sedro Woolley, et al
And Between: City of Sedro Woolley, et al
Recorded: May 7, 2003
Auditor's No.: 200305070171, records of Skagit County, Washington
Providing: Development conditions and provisions
- 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: February 13, 2004 and March 2, 2004
Auditor's No(s): 200402130064 and 200403020063, records of Skagit County, Washington
18. Agreement, including the terms and conditions thereof; entered into;
By: John and Gayle Lange, et al
And Between: City of Sedro Woolley, et al
Recorded: June 9, 2003
Auditor's No.: 200306090031, records of Skagit County, Washington
Providing: Development conditions and provisions
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

EXHIBIT "A"

Exceptions (continued)

covenant or restriction is permitted by law;

Recorded: June 9, 2003

Auditor's No(s): 200306090033, records of Skagit County, Washington

Executed By: John and Gayle Lange

AMENDED by instrument(s):

Recorded: June 30, 2003, January 28, 2004 and May 19, 2015

Auditor's No(s): 200306300001, 200401280120 and 201505190051, records of Skagit County, Washington

20. Easement delineated on the face of said plat;

For: Utilities

Affects: 10 feet adjoining road

21. Easement provisions contained on the face of said plat, as follows:

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).

Grantor, its heirs, successor 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.

The Sauk Mt. View Estates South Homeowners Association may assign its rights under this easement to any municipality, public district or other entity.

22. 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.

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.

Grantee may assign the rights under this easement by agreement, assignment, franchise or other device to any public or privately owned utility.

23. Assessments or charges and liability to further assessments or charges, including the terms, covenants, and provisions thereof, disclosed in instrument(s);

Recorded: June 9, 2003

EXHIBIT "A"

Exceptions (continued)

Auditor's No(s): 200306090033, records of Skagit County, Washington
Imposed By: Sauk Mt. View Estates South Homeowners Association

AMENDED by instrument(s):

Recorded: March 2, 2004

Auditor's No(s): 200403020062, records of Skagit County, Washington

24. Building setback line(s) delineated on the face of said plat.
25. Terms, conditions, and restrictions of that instrument entitled Developer's Indemnification of Future Owners;
Recorded: November 7, 2003
Auditor's No(s): 200311070075, records of Skagit County, Washington
26. Agreement, including the terms and conditions thereof; entered into;
By: Dukes Hill, LLC and John A. Lange
And Between: City of Sedro Woolley
Recorded: January 29, 2004
Auditor's No.: 200401290098, records of Skagit County, Washington
Providing: Development Agreement

AMENDED by instrument(s):
Recorded: February 3, 2004 and December 21, 2006
Auditor's No(s): 200402030145 and 200612210120, records of Skagit County, Washington
27. Terms, conditions, and restrictions of that instrument entitled Skagit County Right to Farm Disclosure;
Recorded: August 30, 2004
Auditor's No(s): 200408300292, records of Skagit County, Washington
28. City, county or local improvement district assessments, if any.
29. Assessments, if any, levied by City of Sedro-Woolley.
30. Assessments, if any, levied by Sauk Mountain View Estates South 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.