

Skagit County Auditor 8/7/2015 Page

\$78.00 1:48PM

When recorded return to: Dean Trevor Jones 8900 M. Mercer Way Mercer Island, WA 98040

Filed for record at the request of:



425 Commercial St.

Mount Vernon, WA 98273 Escrow No.: 620024758

# CHICAGO TITLE 620024758

#### STATUTORY WARRANTY DEED

THE GRANTOR(S) T Jones Inc., a Washington corporation

for and in consideration of Ten And No/100 Dollars (\$10.00), and other valuable consideration in hand paid, conveys, and warrants to Dean Trevor Jones, as his separate estate

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

Lots 40 and 41, 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.

Situate in Skagit County, Washington.

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

Tax Parcel Number(s): P131085, 6009-000-000-0040 and P131086, 6009-000-000-0041

Subject to: Conditions, covenants, restraictions and easiements of record as more fully described in Chicago Title Company Order 620024758, Schedule B Special Exceptions, which are attached hereto and made a part hereof.

SKAGIT COUNTY WASHINGTON Dated: July 31, 2015 REAL ESTATE EXCISE TAX T. Jones Inc. *2015 3115* AUG 07 2015 Trevor Jones, President Amount Paid \$717.00 Skagif Co. Treasurer Deputy I certify that I know or have satisfactory evidence that

is/are the person(s) who appeared before me, and said person acknowledged that (he)she/they) signed this instrument, on oath stated that (he) she/they) was authorized to execute the instrument and acknowledged it as the President of T. Jones Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated:

Notary Public in and for the State of Residing at: Sedvo-Wootle My appointment expires:

Statutory Warranty Deed (LPB 10-05): WA0000059.doc / Updated 97.30 13

#### SPECIAL EXCEPTIONS

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. 291309250031

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, records of Skagit County, Washington

Providing: Clearing of trees from pipeline easement

Affects: Said premises and other property Said instrument is a re-recording of instrument (s);

Recorded: August 26, 2002

Auditor's File No(s)::200208260142, records of Skagit County, Washington

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

Exceptions (continued)

Said premises and other property Affects: Said instrument is a re-recording of instrument (s);

Recorded: January 29, 2004

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

AMENDED by instrument(s):

April 3, 2000 and December 21, 2006 Recorded:

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

7. Easement, including the terms and conditions thereof, granted by instrument;

April 7, 2003 Recorded\*

200304070119, records of Skagit County, Washington Auditor's No.

Ruget Sound Power & Light Company In favor ୁମି

Underground electric system, together with necessary appurtenances For:

Said premises and other property Affects:

Covenants, conditions, restrictions, and easements contained in declaration(s) of restriction, 8. but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familia 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 Sauk Mountain View Estates Phase III/IV Homeowners Association etal Executed By:

Modification(s) of said covenants, conditions and restrictions

Recording Date: Recording No.:

March 17, 2015 201503170063

Agreement, including the terms and conditions thereof; entered into; 9

By:

Dukes Hill LLC

And Between:

Grandview Homes LLC etal

Recorded:

July 18, 2005

200507180168, records of Skagit County, Washington Auditor's No.

Assessments or charges and liability to further assessments or charges, including the terms, 10. 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 TIMV Homeowners Association etal

Covenants, conditions, restrictions, recitals, reservations, easement provisions, 11. 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 200803070049

Easement, including the terms and conditions thereof, granted by instruments, 12.

Recorded:

November 5, 1985

Auditor's No(s).:

8511050073, records of Skagit County, Washington

In favor of:

Puget Sound Power & Light Company

For: appurtenance Electric transmission and/or distribution line, together with necessary

Affects:

Plat of Sauk Mountain View Estates North Phase I

Easement, including the terms and conditions thereof, granted by instrument(s) 13. October 17, 2002

Recorded: Auditor's No(s).:

200210170076, records of Skagit County, Washington

In favor of:

**Puget Sound Power & Light Company** Electric transmission and/or distribution line, together with necessary

For:

Affects:

appurtenances

Plat of Sauk Mountain View Estates North Phase I

Exceptions (continued)

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

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. 200206260098, 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:

**Exceptions** (continued)

Granted to: United States of America and its assigns

Purpose: Permanent easement and right of way approximately 15 feet in width, with additional widths as are necessary to provide for cuts, fills and such

the angle points

turnouts and for curves at Recording Date: January 28, 1969

722709 Recording No.: Affects: Not disclosed

Terms and conditions of City of Sedro-Woolley Ordinance No. 1418-02 as recorded March 29, 23. 2002.

under Auditor's File No. 200203290182

AGREEMENT REGARDING CONDITIONS OF ANNEXATION AND THE TERMS AND CONDITIONS THEREOF: 24

City of Sedro-Woolley, a Washington Municipal Corporation

Between: 6W-Land Company, LLC, a Washington Limited Partnership, et al And:

Dated: January 9, 2002 April 2, 2002 Recorded: 200204020058 Auditor's No.:

Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a 25.

document:

Puget Sound Energy Inc. Granted to:

Purpose: Electric transmission and/or distribution line, together with necessary

appurtenances

April 23, 2007 Recording Date: Recording No.: 200704230157

Adjacent Properties Development Agreement and the terms and conditions thereof: 26.

Recording Date: April 14, 2010 201004140048 Recording No.:

Adjacent Properties Development Agreement and the terms and conditions thereof: 27.

Recording Date: May 4, 2010 201005040070 Recording No.:

Covenants, conditions, restrictions, and easements contained in declaration(s) of restriction, 28. 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;

May 9, 2003 Recorded:

200305090002, records of Skagit County, Washington Auditor's No(s).:

AMENDED by instrument(s):

June 15, 2004, April 29, 2005, July 18, 2005, August 8, 2005, September Recorded:

October 26, 2005, January 23, 2006, and May 3, 2006 200406150130, 200504290152, 200507480167, 200508080137, 200510260044, 200601230191, and 200605030049, records 16, 2005,

Auditor's No(s).:

200509160050.

of Skagit County, Washington Affects: Portion of said plat

Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, 29. 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

Assessments or charges and liability to further assessments or charges, including the terms 30. covenants, and provisions thereof, disclosed in instrument(s);

May 9, 2003 Recorded:

200305090002, records of Skagit County, Washington Auditor's No(s).:

Imposed By: Wildflower Homeowner's Association

**Exceptions** (continued)

AMENDED by instrument(s):

June 15, 2004, April 29, 2005, July 18, 2005, August 8, 2005, September Recorded:

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

Exceptions and reservations as contained in instrument; 31.

Recorded. February 1, 1907

Auditor's No.: 60673, records of Skagit County, Washington

Executed By: The Wolverine Company

Reserving unto the party of the first part, its successors and assigns all As Follows: mineral oils in or under any of said lands whether said mineral mineral and or mineral oils are not known, or shall hereafter be discovered; without first part, its successors or assigns,

however, any right of the party of the

in, to or upon the surface of any of said lands. Partion of said plat Affects:

Easement, including the terms and conditions thereof, granted by instrument(s); 32.

Recorded:

July 17, 1946 394047, records of Skagit County, Washington Auditor's No(s).:

In favor of: United States of America

Electric transmission and/or distribution line, together with necessary For:

appurtenances

A strip of land 125 feet in width, the boundaries of said strop lying 62.5 Affects:

on each side of, and parallel to the survey line of the feet distant from, Arlington-Bellingham transmission line as now located and staked

Portion of said plat Affects:

Easement, including the terms and conditions thereof, granted by instrument(s); 33

Recorded: August 7, 1963

639321, records of Skagit County, Washington Auditor's No(s).:

United States of America In favor of:

Electric transmission and/or distribution line, together with necessary For:

appurtenances

A strip of land 137.5 feet in width the boundaries of said strip lying 62.5 Affects: Easterly from and 75 feet distant Westerly from, and parallel feet distant Snohomish-Blaine No. 1 Transmission line, as said with said survey line for the

Survey line being now located and staked

Portion of said plat Affects:

Covenants, conditions, restrictions, and easements contained in declaration(s) of restriction, 34. 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;

February 3, 2004 Recorded:

Auditor's No(s).: 200402030144, records of Skagit County, Washington

Executed By: Dukes Hill, L.L.C. Portion of said plat Affects:

Said document is a re-recording of Auditor's File No. 200401290096.

Easement, including the terms and conditions thereof, granted by instrument, 35

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 apportenances

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.)

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

Exceptions (continued)

street, alley and road rights-of-way.

Affects: Portion of said plat

- 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 ESTATE NORTH A PLANNED RESIDENTIAL DEVELOPMENT PHASE 2: Recording No: 200401290095
- 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.
- 42. 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.