



201508170146

Skagit County Auditor  
8/17/2015 Page

\$78.00  
1 of 7 1:40PM

After recording return to:  
Phillips Burgess, PLLC  
724 Columbia St. NW, Suite 320  
Olympia, WA 98501

CHICAGO TITLE  
620024139

### STATUTORY WARRANTY DEED

Grantor(s): SUSAN NICHOLAS, as her separate estate

Grantee(s): GB MOUNT VERNON LLC, a Washington limited liability company

Abbreviated Legal Description: Lots 9 & 10 REO FAMILY PROPERTIES

Assessor's Property Tax Parcel/Account No.: P124761/4899-000-009-0000; P124762/4899-000-010-0000

Reference Numbers of Documents  
Assigned or Released: N/A

THE GRANTOR, SUSAN NICHOLAS, as her separate estate, for good and valuable consideration in hand paid, conveys, and warrants to GRANTEE, GB MOUNT VERNON LLC, a Washington limited liability company, the following described real estate situated in Skagit County, State of Washington, together with all after acquired title of the Grantor(s) therein:

See Attached **Exhibit A**

TOGETHER with all tenements, hereditaments and appurtenances, including easements and water rights, if any, thereto belonging or appertaining, and any reversions, remainders, rents, issues or profits thereof, SUBJECT only to the Permitted Exceptions attached hereto as **Exhibit B**.

Dated: 8/13/15

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX  
20153246  
AUG 17 2015

  
Susan Nicholas

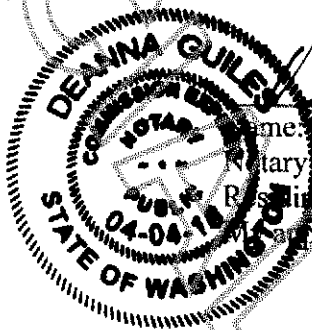
Amount Paid \$27,350.75  
Skagit Co. Treasurer  
By *nam* Deputy

ACKNOWLEDGMENT

STATE OF WASHINGTON                     )  
COUNTY OF Snokomin                     ) ss.

I certify that I know or have satisfactory evidence that Susan Nicholas is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument.

Given under my hand and official seal this 15<sup>th</sup> day of August, 2015.



Signature: Deanna Guiles  
Notary Public in and for the State of Washington  
Residing at Marysville  
Appointment expires: 4/4/2018

**EXHIBIT A**

**PARCEL A:**

Lot 9 together with the North 82 feet of Lot 10, all in the PLAT OF REO FAMILY PROPERTIES, LLC, according to the Plat thereof recorded July 7, 2006 under Auditor's File No. 200607070069, records of Skagit County, Washington.

Situated in Skagit County, Washington.

**PARCEL B:**

Lot 10, PLAT OF REO FAMILY PROPERTIES, LLC, according to the Plat thereof recorded July 7, 2006 under Auditor's File No. 200607070069, records of Skagit County, Washington.

EXCEPT the North 82 feet thereof.

Situated in Skagit County, Washington.

**EXHIBIT B**

1. Relinquishment of all existing, future, or potential easements for access, light, view, and air and of all rights of ingress, egress and regress to, from, and between said premises and the highway (or highways) constructed on lands conveyed by Deed  
Auditor's No.: 486030, 487101 and 487104, records of Skagit County, Washington  
To: State of Washington
2. Exceptions and reservations as contained in instrument;  
Recorded: January 31, 1990  
Auditor's No.: 9001310018, records of Skagit County, Washington  
Executed By: Richard H. Smith and Patricia Ann Smith, husband and wife;  
Robert E. Burkland and Pamela K. Burkland, husband and wife;  
and Janice Barnes and Peggy Smith  
As Follows: This conveyance is a boundary line adjustment and is not for the purpose of creating an additional building lot
3. Agreement, including the terms and conditions thereof; entered into;  
By: Richard H. Smith and Patricia Ann Smith, husband and wife;  
Robert E. Burkland and Pamela K. Burkland, husband and wife;  
Janice L. Barnes, as her separate property; and Peggy J. Smith, as her separate property  
And Between: City of Mount Vernon  
Recorded: November 29, 2000  
Auditor's No.: 200011290057, records of Skagit County, Washington  
Providing: Consent to change of grade  
Affects: As delineated on plat map
4. Easement, including the terms and conditions thereof, disclosed by instrument(s);  
Recorded: November 29, 2000  
Auditor's No(s).: 200011290058, records of Skagit County, Washington  
In favor of: Richard H. Smith and Patricia Ann Smith, husband and wife;  
Robert E. Burkland and Pamela K. Burkland, husband and wife;  
Janice L. Barnes, as her separate property; and Peggy J. Smith, as her separate property  
For: A non-exclusive easement for ingress, egress and utilities - enter said reserved easement with materials, workmen, or agents to construct, maintain, replace, reconstruct and remove utilities together with all appurtenances incident thereto or necessary therewith  
Affects: As delineated on plat map
5. Easement, including the terms and conditions thereof, disclosed by instrument(s).  
Recorded: November 29, 2000  
Auditor's No(s).: 200011290059, records of Skagit County, Washington

In favor of:  
For:

The City of Mount Vernon

To enter the premises with materials, workmen, or agents to construct, maintain, replace, reconstruct, and remove sanitary sewage facilities, drainage facilities and/or telecommunication facilities - cut and remove from said premises any trees and other obstructions, right of ingress and egress over, under and across - right of conveyance of said easement and privileges

Affects:

As delineated on plat map

6. Exceptions and reservations as contained in instrument;

Recorded: November 29, 2000

Auditor's No.: 200011290059, records of Skagit County, Washington

Executed By: Richard H. Smith and Patricia Ann Smith, husband and wife;  
Robert E. Burkland and Pamela K. Burkland, husband and wife;  
Janice L. Barnes, as her separate property; and Peggy J. Smith, as her separate property

As Follows:

Reserved to the grantors, their heirs and assigns, the right and privilege to use the above described land of the Grantor, at any time, in any manner and for any purpose not inconsistent with the full use and enjoyment of the easement by the Grantee, its successors and assigns, of the rights and privilege therein granted. The Grantee is responsible for operating and maintaining the above-described works of improvement.

Grantors shall refrain from construction or placing any buildings or fencing upon the above-described premises. The City shall under no circumstances be held responsible for the restoration of any buildings upon the above-described premises, if said improvements are in any way disturbed during the exercise of the rights and privileges granted herein provided that the city will repair any paving materials damaged by the Grantee or it's agents pursuant to the Grantors exercise of its rights under this easement.

7. Easement, including the terms and conditions thereof, disclosed by instrument(s);

Recorded: March 9, 2004

Auditor's No(s): 200403090081, records of Skagit County, Washington

In favor of: The City of Mount Vernon

For: To enter the premises herein described with materials, workmen, or agents to construct, maintain, replace, reconstruct and remove sanitary sewage facilities, drainage facilities - cut and remove from said premises any trees and other obstructions - right of ingress and egress over, under and across - right of conveyance of said easement and privileges.

8. Exceptions and reservations as contained in instrument;  
Recorded: March 9, 2004  
Auditor's No.: 200403090081, records of Skagit County, Washington  
Executed By: Richard H. Smith and Patricia Ann Smith, husband and wife;  
Robert E. Burkland and Pamela K. Burkland, husband and wife;  
Janice L. Barnes, as her separate property and Peggy J. Smith, as  
her separate property  
As Follows: Reserved to the grantors, their heirs and assigns, the right and  
privilege to use the above described land of the Grantor, at any  
time, in any manner and for any purpose not inconsistent with the  
full use and enjoyment of the easement by the Grantee, its  
successors and assigns, of the rights and privileges therein granted.  
The Grantee is responsible for operating and maintaining the  
above-described works of improvement.  
Grantors shall refrain from construction or placing any buildings or  
fencing upon the above-described premises. The City shall under  
no circumstances be held responsible for the restoration of any  
buildings upon the above-described premises, if said improvements  
are in any way disturbed during the exercise of the rights and  
privileges granted herein provided that the City will repair any  
paving materials damaged by the Grantee or its agents pursuant to  
the Grantors exercise of its rights under this easement.
9. Easement, including the terms and conditions thereof, granted by instrument;  
Recorded: October 24, 2005  
Auditor's No.: 200510240218, records of Skagit County, Washington  
In favor of: Puget Sound Power & Light Company  
For: Underground electric system, together with necessary  
appurtenances  
Affects: A strip of land 10 feet in width along East boundary line
10. Covenants, conditions, and restrictions 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 7, 2006  
Auditor's No(s): 200607070068, records of Skagit County, Washington
11. Covenants, conditions, restrictions, recitals, reservations, easements, easement  
provisions, dedications, building setback lines, notes, statements, and other matters, 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 PLAT OF REO FAMILY PROPERTIES LLC:

Recording No: 200607070069

12. Boundary Line Adjustment Quit Claim Deed and the terms and conditions thereof:

Recording Date: April 29, 2009

Recording No: 200904280132

13. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, dedications, building setback lines, notes, statements, and other matters, 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 Boundary Line Adjustment Survey:

Recording No: 200904280131

14. Real estate taxes and special assessments, not yet due and/or payable.