

**When recorded return to:**

Donald E. Swingley and Marcene A. Swingley  
3914 Autumn Way  
Mount Vernon WA 98273



201603150097

Skagit County Auditor

\$77.00

3/15/2016 Page

1 of

5 3:56PM

Filed for record at the request of:



**CHICAGO TITLE**

COMPANY OF WASHINGTON

425 Commercial St  
Mount Vernon, WA 98273

Escrow No.: 620025738

**CHICAGO TITLE**  
**620025738**

**STATUTORY WARRANTY DEED**

THE GRANTOR(S) Summersun Estate, LLC, a Washington limited liability company  
for and in consideration of Ten And No/100 Dollars (\$10.00) , and other valuable consideration

in hand paid, conveys, and warrants to Donald E. Swingley and Marcene A. Swingley, ~~a married couple~~

*Husband & wife*

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

Lot 37, Plat of Summersun Estates Phase 1 LU-07-023, recorded October 15, 2015 under  
Auditor's File No. 201510150066, records of Skagit County, Washington.

Situated in Skagit County, Washington.

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

Tax Parcel Number(s): P132941/6030-000-037-0000,

Subject to:

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

**SKAGIT COUNTY WASHINGTON**  
**REAL ESTATE EXCISE TAX**

2016853

MAR 15 2016

Amount Paid \$ 5,790.00

Skagit Co. Treasurer

By *Mum* Deputy

STATUTORY WARRANTY DEED  
(continued)

Dated: February 29, 2016

Summersun Estate, LLC

BY: Zakir H. Parpia

Zakir H. Parpia, CZZR LLC  
Manager

BY: Joseph D. Woodmansee

Joseph D. Woodmansee, JKW Investments LLC  
Member

BY: Paul Woodmansee

Paul Woodmansee, PLLT Investments LLC  
Member

BY: Kim Woodmansee

Kim Woodmansee, JKW LLC  
Member

BY: LeAnn Woodmansee

LeAnn Woodmansee, PLLT Investments LLC  
Member

BY: Timothy Woodmansee

Timothy Woodmansee, PLLT Investments LLC  
Member

BY: Alexandra Woodmansee

Alexandra Woodmansee, PLLT Investments LLC  
Member

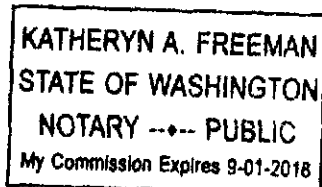
State of Washington

County of SKAGIT

I certify that I know or have satisfactory evidence that Zakir H. Parpia

☒ 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 Manager of CZZR LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: February 29, 2016



Kathryn A. Freeman  
Name: Kathryn A. Freeman  
Notary Public in and for the State of WA  
Residing at: Snohomish Co.  
My appointment expires: 9-01-2018

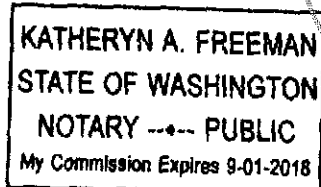
STATUTORY WARRANTY DEED  
(continued)

State of Washington

County of SKagit

I certify that I know or have satisfactory evidence that Joseph D Woodmansee and Kim Woodmansee 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 Members of JKW LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: February 29, 2016



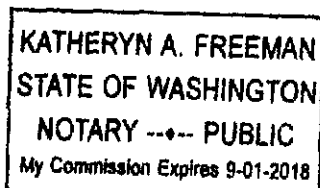
Kathryn A. Freeman  
Name: Kathryn A. Freeman  
Notary Public in and for the State of WA  
Residing at: Snohomish Co.  
My appointment expires: 9-01-2018

State of Washington

County of SKagit

I certify that I know or have satisfactory evidence that Paul Woodmansee, LeAnn Woodmansee, Timothy Woodmansee, Alexandria Woodmansee 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 Members of PLT Investments LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: February 29, 2016



Kathryn A. Freeman  
Name: Kathryn A. Freeman  
Notary Public in and for the State of WA  
Residing at: Snohomish Co.  
My appointment expires: 9-01-2018

**EXHIBIT "A"**  
Exceptions

1. Agreement to Perform including the terms, covenants and provisions thereof

Recording Date: January 7, 1985  
Recording No.: 8501070019 being a re-recording of 8412270018

2. No protest Agreement including the terms, covenants and provisions thereof

Recording Date: July 16, 1987  
Recording No.: 8707160037

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

Recorded: August 20, 1998  
Auditor's No.: 9808200071  
Executed By: Summersun Greenhouse Co., a Washington corporation  
As Follows:

"This boundary line adjustment description revises current ownership boundary lines of those parcels described in documents recorded under Auditor's File Nos. 8911300094, 878371, 8608040066, and 8705280072.

This boundary line adjustment is not for the purpose of creating an additional building lot. The property described above composes one undivided parcel. The division of the parcel into sections A, B, C, D, E within this deed is for clarity alone and does not imply that this property is actually five separate parcels.

The above lot line adjustment will create a parcel containing structures which do not comply with minimum setback requirements. The Grantee hereby agrees that any future construction requiring a building permit from the City of Mount Vernon, which is performed on structures deemed nonconforming with respect to minimum setback requirements as a result of this boundary line adjustment, shall require compliance with applicable minimum setback requirements or shall require a variance from the City of Mount Vernon prior to construction. For a structure that is subject to this paragraph, "compliance with minimum setback requirements" shall be defined as and require that new construction be restricted to that area which is a distance from the lot line equal to the sum of the following:

- 1.) The minimum setback requirements for the lot on which new construction is occurring; and
  - 2.) The number of feet that a permanent, pre-existing structure on an adjoining lot encroaches upon the minimum setback requirement as required at the date of this document. This paragraph shall apply only to those structures that are in non-compliance with setback requirements, in effect at the date of this document, as a result of this boundary line adjustment."
4. 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: June 15, 2015  
Recording No.: 201506150131

5. Quit Claim Deed Conveying Transferable Development Rights and TDR Extinguishment Document including the terms, covenants and provisions thereof

Recording Date: September 28, 2015

## EXHIBIT "A"

### Exceptions (continued)

Recording No.: 201509280203

6. Covenants, conditions and restrictions 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, source of income, gender, gender identity, gender expression, medical condition or genetic information, 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 in the document

Recording Date: October 15, 2015  
Recording No.: 201510150065

7. 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 SUMMERSUN ESTATES PHASE I LU-07-023:

Recording No: 201510150066

8. City, county or local improvement district assessments, if any.
9. Assessments, if any, levied by City of Mount Vernon.