

Skagit County Auditor 3/21/2016 Page

1 of

\$77.00 5 11:50AM

When recorded return to: Timothy J. Vertin and Krista M. Vertin 219 Dallas Street Mount Vernon, WA

Filed for record at the request of:



425 Commercial St Mount Vernon, WA 98273

Escrow No.: 620026327

CHICAGO TITLE

STATUTORY WARRANTY DEED

THE GRANTOR(S) Herbert L. Lebman, unmarried man, as his separate estate for and in consideration of Ten And No/100 Dollars (\$10.00), and other valuable consideration

in hand paid, conveys, and warrants to Timothy James Vertin and Krista M. Vertin, a married couple

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

Lot 68, PLAT OF CEDAR HEIGHTS PUD 1, PHASE 1, according to the plat thereof, recorded January 19, 2007 under Auditor's File No. 200701190116, records of Skagit County, Washington.

Situated in Skagit County, Washington

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

Tax Parcel Number(s): P125764, 4917-000-068-0000

Subject to:

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

Dated: March 15, 2016

Herbert L. Lehman

SKAGIT COUNTY WASHINGTON REAL ESTATE EXCISE TAX

MAR 2 1 2016

Amount Paid \$
Skagit Co. Treasurer
By Deputy

STATUTORY WARRANTY DEED

(continued)

State of WASHINGTON County of SKAGIT

Certify that I know or have satisfactory evidence that Herbert L. Lehman is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his tree and voluntary act for the uses and purposes mentioned in this instrument.

Dated 17, 3016

 \mathcal{I} Name: Kalhenm A Freem Notary Public in and for the State of 10074 treeman

Residing at: <u>SnohomiSh</u>
My appointment expires: <u>9</u>

KATHERYN A FREEMAN STATE OF WASHINGTON NOTARY --- PUBLIC My Commission Expires 9-01-2018

EXHIBIT "A"

Exceptions

Mound Fill System Installation Conditional Agreement

Recording Date: August 31, 1987 Recording No.: 8708310002

2. Agreement,

Executed by: Arnold P. Libby
And Between: AAA Mechanical Cont.
Recording Date: December 9, 1998
Recording No.: 9812090103

Affects: The East 100 feet of the West 265 feet of the North 300 feet of the East Half of the Northeast Quarter of the Southwest Quarter of Section 22,

Township 34 North, Bange 4 East of the Willamette Meridian

3. Agreement, including the terms and conditions thereof; entered into;

By: Lee M. Utke, Grantor

And Between: Gedar Heights, LLC, Grantee

Recorded: November 22, 2005

Auditor's No. \$\sqrt{20051}220026, records of Skagit County, Washington

As Follows: 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.

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

Recorded: May 22, 2006

Auditor's No(s).: 200605220165, records of Skagit County, Washington

In favor of: Puget Sound Energy, Inc.

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

appurtenances

Affects:

Easement No. 1: All streets and road rights-of-way as now or hereafter designed, platted, and/or constructed within the above described property. (When said streets and road are dedicated to the public, this clause shall become null and void).

Easement No. 2: A strip of land 10 feet in width across all lets, tracts and open spaces located within the above described property being parallel to and coincident with the boundaries of all private/public street and road rights-of-way.

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

Recorded: May 22, 2006

Auditor's No(s): 200605220165, records of Skagit County, Washington

In favor of: Puget Sound Energy, Inc.

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

appurtenances

Affects:
A strip of land 10 feet in width with five feet on each side of the centerline of grantee's
facilities as now constructed, to be constructed, extended or relocated lying within the above described parcel. This easement description may be superseded at a later date with a surveyed description provided at no cost to

Grantee.

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

Recorded: May 22, 2006

Auditor's No(s).: 200605220169, records of Skagit County, Washington

In favor of: Puget Sound Energy, Inc.

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

appurtenances

Affects:

Easement No. 1: All streets and road rights-of-way as now or hereafter designed, platted, and/or constructed within the above described property. (When said streets and road are dedicated to the public, this clause shall become null and void).

Easement No. 2: A strip of land 10 feet in width across all lots, tracts and open spaces located

EXHIBIT "A"

Exceptions (continued)

within the above described property being parallel to and coincident with the boundaries of all private/public street and road rights-of-way.

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

Recorded:

May 22, 2006

Auditor's No(s).:

200605220170, records of Skagit County, Washington

In fayor of:

Puget Sound Energy, Inc.

For!

Electric transmission and/or distribution line, together with necessary

appurtenances Affects:

A strip of land 10 feet in width with five feet on each side of the centerline facilities as now constructed, to be constructed, extended or relocated

of grantee's lying within the superseded at a later date

above described parcel. This easement description may be with a surveyed description provided at no cost to

Grantee.

8. Covenants, conditions, restrictions, and easements contained in declaration(s) of restriction, but omitting any coverants 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;

Recorded:

January 19, 2007

Auditor's No(s).:

200701190117, records of Skagit County, Washington Cedar Heights LBC

Executed By:

AMENDED by instrument(s):

Recorded:

May 23, 2007 and June 20, 2007; January 11, 2008

Auditor's No(s).:

200705230184; 200706200115; 200801110076, 201304040067,

201307110091 and 201308220077 records of Skagit County, Washington

Covenants, conditions, restrictions, recitals, reservations, easement, easement provisions, 9. 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 PLAT OF CEDAR HEIGHTS PUD 1, PHASE 1:

Recording No:

200701190116

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

Recorded:

January 19, 2007

Auditor's No(s).:

200701190117, records of Skagit County, Washington

Imposed By:

Cedar Heights PUD No. 1 Homeowners Association

Amended by instrument(s):

Recording Date:

January 11, 2008

Recording No:

200801110076

11 Agreement to Participate in the Intersection Improvements for Division Street and Waugh

Road

Recording Date:

January 19, 2007

Recording No.:

200701190118

12. Reservation contained in deed

> Recording Date: Recording No.:

February 9, 2010 201002090106

Regarding:

Skagit County Right to Farm Ordinance

13. City, county or local improvement district assessments, if any.

EXHIBIT "A"

Exceptions (continued)

Dues, charges and assessments, if any, levied by Cedar Heights P.U.D. No. 1 Homeowners Association.

15. Liability to future assessments, if any, levied by the City of Mount Vernon.

Statutory Warranty Deed (LPB 10-05) WA0000059.doc / Updated: 07.30.13

Page 5

WA-CT-FNRV-02150.620019-62002632