When recorded return to:
Eric F. Kivi and Stevee L. Kivi
3873 SummerSun Street
Mount Vernon, WA 98273
Filed for record at the request of:
CHICAGO TITLE COMPANY OF WASHENGTON
425 Commercial St Mount Vernon, WA 98273
Escrow No.: 62002562
CHICAGO TITLE



1 of

5/20/2016 Page

\$79.00 711:47AM

620025621 THE GRANTOR(S) SummerSun Estates, LLC, a Washington limited liability company for and in consideration of Ten And No/100 Dollars (\$10.00), and other valuable consideration

STATUTORY WARRANTY DEED

in hand paid, conveys, and warrants to Eric P. Kivi and Stevee L. Kivi, a married couple

the following described real estate, situated in the County of Skagit, State of Washington: Lot 18, Plat of Summersun Estates Phase / 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.)

132922 Tax Parcel Number(s): P24851/340415-2-014 0925 P

Subject to:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOSKAGIT COUNTY WASHINGTON

Statutory Warranty Deed (LPB 10-05) WA0000816.doc / Updated: 07.30.13

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M WA CT-FNRV-02150.620019-620025621

MAY 2 0 2016

By

Amount Paids 6678 Skagit Co. Treasurer

20162010

Deputy

80

STATUTORY WARRANTY DEED (continued) Dated: May 9, 2016 SummerSun Estates, LLC BY: Zakir M. Parpia, CZZZR LLC Manager Вγ oodmansee, JKW Investments LLC Member BY: Paul Woodmansee, PLLT Investments LLC Member BY: Tim Woodmansee PLLT Investments LLC Member Ę Statutory Warranty Deed (LPB 10-05) WA0000816.doc / Updated: 07.30.13 WA-CT-FNRV-02150.620019-620025621 Page 2 . . . . 

State of WASHINGTON \_ of \_Skagit Joins I certify that I know or have satisfactory evidence that Zakir (s) are the person (c) who appeared before me, and said person acknowledged that (ne) she/they) signed this instrument, on eath stated that (ne) she/they) was authorized to execute the instrument and acknowledged it as the <u>Managel v</u> of <u>CZZTK</u> <u>htt</u> to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument. Dated: A SHOWING Na 10 otai Public in fort and State State of LUASHING TO MINING ٦e ing at: h onn pointment expires: County of I certify that I know or have satisfactory evidence that Joseph D. Woodwansee is/are the person(s) who appeared before me, and said person acknowledged that (he/she/ney) signed this instrument, on oath stated that (he/she/ney) was authorized to execute the instrument and acknowledged it as the <u>Members</u> of <u>Juness and Purpeses</u> thentioned in the instrument. Name: Notary Public in and for tb tate Residing at:  $\hat{\mathbf{z}}$ My appointment expires MILLING E. LEMA ANNIHIT STATE STATE OF ્ક ŝ VASHING "HIMMANNA

Washin State of Mood Junsee 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 MEMDER of PLUI LAVESTMENT to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument. Dated: Manne -C. - HARANA Name: C In ľ¥1 Notary Public in and for tate the 'n Residing at: 01 My appointment expires QUA State of 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 of free and voluntary act of such party for the uses and purposes mentioned in the instrument. to be the Dated: Name: Notary Public in and for the State of Residing at: My appointment expires:

## EXHIBIT "A" Exceptions

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

1

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

Recorded: 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

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EXHIBIT "A"

Exceptions (continued)

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: Purpose: Pur

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

Recording Date: Sea Recording No.: 201

September 28, 2015 201509280203

6. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those cased 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.

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EXHIBIT "A" Exceptions (continued) Assessments, if any, levied by Summersun Estates Home Owners Association. 10 Statutory Warranty Deed (LPB 10-05) WA0000816.doc / Updated: 07.30.13 WA-CT-FNRV-02150.620019-620025621 Page 6

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