When recorded return to:

Roger W. Johnson and Barbara J. Johnson 3860 SummerSun Street Mount Vernon, WA 98273



Skagit County Auditor 6/28/2016 Page

1 of

\$77.00 5 3:36PM

Filed for record at the request of:



425 Commercial St Nount Vernon, WA 98273

Escrow No.: 620027253

CHICAGO TITLE

STATUTORY WARRANTY DEED

THE GRANTOR(S) Summersun Estates LLC, a Washington limited liability company for and in consideration of Ten And Nor100 Pollars (\$10.00), and other valuable consideration

in hand paid, conveys, and warrants to Roger W. Johnson and Barbara J. Johnson. a married couple

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

Lot 4, Plat of Summersun Estates Phase 1 LU-07-023, recorded October 15, 2015 under Auditor's File No. 201510150066, and re-recorded under 201511170046, records of Skagit County, Washington.

Situate in Skagit County, Washington.

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

Tax Parcel Number(s): P132908 / 6030-000-004-0000

Subject to:

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

SKAGIT COUNTY WASHINGTON REAL ESTATE EXCISE TAX 2016 2 48 3

JUN 28 2016

Amount Paid \$ 5854.30
Skagit Co. Treasure

By H13
Deputy

STATUTORY WARRANTY DEED

(continued)

Dated: June 20, 2016 Summersun Estates LLC, a Washington limited liability company H, Parpia ZR LLC, Manager Woodmansee IKW Investments ১∟ℂ, Member BY: Paul Woodmansee PLLT Investments LLC, Member Timothy Woodmansee OF WASHING PLLT Investments LLC, Member satisfactory evidence that Zak I certify that I know or have working SEE Tinoth is/arethe person(s) who appeared before me, and said person acknowledges that (he/she/they)) signed this instrument, on oath stated that (he/she/he) was authorized to execute the instrument and acknowledged it as the Members of Summer Sun Estates LLD, a Washington limited liability company to be the free and voluntary act of such party to the uses and purposes mentioned in the instrument. 22, Dated: (Name: Notary Public in and for the State Residing at: My appointment expires:

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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

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

 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: 201511170046 (re-recording of 201510150066)

- 8. City, county or local improvement district assessments, if any.
- 9. Assessments, if any, levied by City of Mount Vernon.
- 10. Assessments, if any, levied by Summersun Estates Home Owners Association.