When recorded return to: Vidal M. Barker and Corrine R. Barker 3910 McLaughlin Road Mount Vernon, WA 98273



Skagit County Auditor

\$77.00

7/8/2016 Page

1 of

3:27PM

Filed for record at the request of:



425 Commercial St Mount Vernon, WA 98273 Escrow No.: 620027252

# CHICAGO TITLE 62002725

## STATUTORY WARRANTY DEED

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 in hand paid, conveys, and warrants to Vidal M. Barker and Corrine R. Barker, Husband + wife

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

Lot 67, Plat of Summersun Estates Phase 1 LO-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): P132971/6030-000-067-0000

Subject to: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Dated: June 28, 2016

Summersun Estates LLC

H. Parpia Zakir

LLC. Member

Ɗ. Woodmansee

(W Investments LLC, Member

Paul Woodmansee

PLLT Investments LLC, Member

BY:

Tim Woodmansee

PLLT Investments, Member

**SKAGIT COUNTY WASHINGTON** REAL ESTATE EXCISE TAX

20162880

JUL 0 8 2016

Amount Paid \$

Skagh Ge. Treasurer By Mam

Deprey

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

WA-CT-FNRV-02150.620019-620027252

Page 1

## STATUTORY WARRANTY DEED

(continued)

State of AA
County of Skagit
I certify that I know or have satisfactory evidence that Zakir H Ranga
Manager of EZZZR LC,(s) 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 Member of Summersun Estates LLC
a Washington limited liability company to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.
- 1000 m//
Dated: Jun 2016
Name: Martin F hehr
Notary Public in and for the State of <u>LUA+</u> Residing at: <u>NA COUNT</u>
My appointment expires: 2-9-19
The Control of the Co
State of WASHINGTON
Notary Public in and for the State of
- Carry of State of 1 4 molecuscope
I certify that I know or have satisfactory evidence that JOSEPH i) . With MINISCE
Member of JKW Investments LLC (is/are the person() who appeared before me, and said person acknowledged that the she/they) signed this instrument, on oath stated that the she/they) was
authorized to execute the instrument and acknowledged it as the Member of Summersun Estates LLC a Washington limited liability company to be the free and voluntary act of such party for the uses and
purposes mentioned in the instrument.
Dated: June 29, 2016
STATES ELECTIVE MALES ELECTIVE
Mame: Martin F. Leht
Notary Public in and for the State of
ME appointment expires:
OBJO Mappointment expires:
Notary Public in and for the State of Residing at:  Residing at:  OF WASHINGTON
County of Skagit
1 traile our or
I certify that I know or have satisfactory evidence that \( \frac{\frac{1}{2} \text{U}
Member of PLLT Investments LLC (s) are the person (w) 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 Member of Summersun Estates LLC a Washington limited liability company to be the free and voluntary act of such party for the uses and
purposes mentioned in the instrument.
Dated: Tune 22 Million (1)
Francisco Colores Colo
Name.
Besiding at: La Couner
My appointment expires: $3-9-19$
Notice Public in and for the State of
······································

# STATUTORY WARRANTY DEED

(continued)

State of
Coxuty of Skaalt
I certify that I know or have satisfactory evidence that IIM Mortuges

Member of PLLT Investments LLC (13/are the person(2)) 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 Member of Summersun Estates LLC a Washington limited liability company to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

OF WASHING

Name: Martin E
Notary Public in and for the State of Residing at: My appointment expires: 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 No.: July 16, 1987 Recording No.: 8707160037

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

Recorded: August 20, 1998 Auditor's No.: \$808200071

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 recessary

appurtenances

Recording Date: June 15, 2015 Recording No.: 201506150131

#### **EXHIBIT "A"**

Exceptions (continued)

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

Recording Date: September 28, 2015 Recording No.: 201509280203

6. Sevenants, 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 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.

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

WA-CT-FNRV-02150.620019-620027252