

**When recorded return to:**

James Ferguson and Elette Ferguson as trustees  
The Ferguson Revocable Living Trust Dated  
October 14, 2013 and amendments thereto  
3933 Summersun Street  
Mount Vernon, WA 98273



201608310009

Skagit County Auditor

\$77.00

8/31/2016 Page

1 of

5 9:05AM

Filed for record at the request of:



**CHICAGO TITLE**  
COMPANY OF WASHINGTON

425 Commercial St  
Mount Vernon, WA 98273

Escrow No.: 620027254

**CHICAGO TITLE**

020027254

**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 Elette Ferguson, and James Ferguson, Trustees under The  
Ferguson Revocable Living Trust dated October 14, 2013, and Amendments thereto

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

Lot 27, 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): P132931/6030-000-027-0000

Subject to:

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

20163841  
SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

AUG 31 2016

Amount Paid \$ 6341.80  
Skagit Co. Treasurer  
By Deputy

MF

STATUTORY WARRANTY DEED  
(continued)

Dated: August 16, 2016

Summersun Estates, LLC

BY: Zakir H. Parpia  
Zakir H. Parpia  
CZZAR LLC, Manager

BY: Joseph D. Woodmansee  
Joseph D. Woodmansee  
JKW Investments LLC, Member

BY: Paul Woodmansee  
Paul Woodmansee  
PLLT Investment LLC, Member

BY: Timothy Woodmansee  
Timothy Woodmansee  
PLLT Investments LLC, Member

State of WASHINGTON  
County of Snohomish

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

Dated: 8-23-16



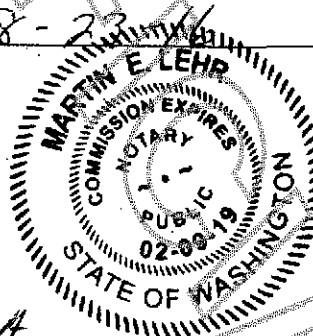
Martin E. Lehr  
Name: Martin E. Lehr  
Notary Public in and for the State of WA  
Residing at: La Conner, WA  
My appointment expires: 2-9-19

State of WA  
County of Skagit

I certify that I know or have satisfactory evidence that Joseph D. Woodmansee

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

Dated: 8-23-16



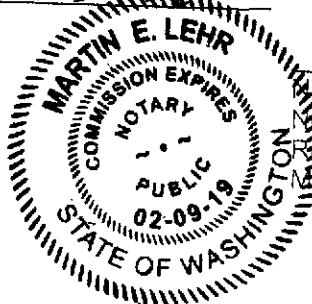
Martin E. Lehr  
Name: Martin E. Lehr  
Notary Public in and for the State of WA  
Residing at: La Conner  
My appointment expires: 2-9-19

State of WA  
County of Skagit

I certify that I know or have satisfactory evidence that Paul Woodmansee

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

Dated: 8-23-16



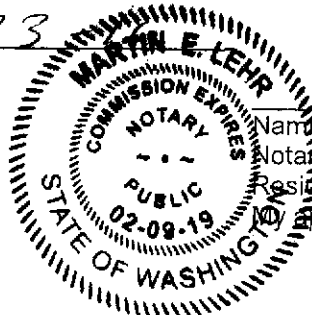
Martin E. Lehr  
Name: Martin E. Lehr  
Notary Public in and for the State of WA  
Residing at: La Conner  
My appointment expires: 2-9-19

State of WA  
County of Skagit

I certify that I know or have satisfactory evidence that Timothy Woodmansee

☒ 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 PHI Investments to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 8-23



Martin E. Lehr  
Name: Martin E. Lehr  
Notary Public in and for the State of WA  
Residing at: La Conner  
My appointment expires: 2-9-19

## 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: 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.