When recorded return to: Virginia L. Tobin 3923 Autumn Way Mount Vernon, WA 98273



Filed for record at the request of:



CHICAGO FITLE

425 Commercial St Mount Vernon, WA 98273

Escrow No.: 620030221



 Skagit County Auditor
 \$77.00

 4/12/2017 Page
 1 of
 5 2:11PM

CHICAGO TITLE

## 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 Virginia L. Tobin, an unmarried woman

the following described real estate, situated in the County of Skagit, State of Washington: Lot 51, Plat of Summersun Estates Phase 11.0-07-023, 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): P132955 / 6030-000-051 0000

Subject to:

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

SKAGHT COUNTY WASHINGTON REAL ESTATE EXCISE TAX 2017/468 APR 12 2017

Amount Paid \$ 6589 Skagit Co. Treasurer By Mam Deputy

## STATUTORY WARRANTY DEED

(continued)

Dated: April 3, 2017 Summersun Estates LLC, A Washington Limited Liability Company ΒY MA Zakir H. Parpia QZZAR LEC, Manager ł, B h D. Woodmansee KW Investments LLC Member BY: Paul Woodmansee PLLT Investment LLC, Member BY: \_\_\_\_\_ Timothy Woodmansee PLLT Investments LLC, Member State of ounty of 041 I certify that I know or have satisfactory evidence that Zak 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  $\underline{Navager}$  of  $\underline{CZAR}$  and  $\underline{AC}$  to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument. 4-Dated: NIL E. LEHOUN Name: Martin E. LEHIP Notary Public in and for the State of RTIN Residing at: 1/1 bunk My appointment expires: OF WASHING

WA-CT-FNRV-02150.620019-620030221

State of STRAI I certify that I know or have satisfactory evidence that \_\_\_\_\_\_ D Jare the person(s) who appeared before me, and said person acknowledged that (na/she/they) signed this instrument, on oath stated that (he/she/they) was authorized to execute the instrument and acknowledged it as the <u>Member</u> of <u>TKW Tallstaneous</u> to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument. Name: <u>Martin</u> Notary Public in and for th Eesiding at: <u>A</u> Hy appointment expires: Dated: MARTIN E. LEAD State of OF WASHING onne State of Q À I certify that I know or have satisfactory evidence that <u>In up the boots of the satisfactory evidence</u> and <u>TIMOHAY</u> <u>Ubcolung insec</u> Is/are the person(s) who appeared before the, and said person acknowledged that (he/she/Hey) and this instrument as onth stated that (he/she/the) was sutherized to evacute the instrument Dated: Name: <u>Marine</u> Notary Public in and for the Residing at: <u>Marine</u> y appointment expires. ATIN E. LEHA State of 100 40 02-09 17 A OF WASH onner 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/shelthey) signed this instrument, on oath stated that (he/she/they) was authorized to execute the instrument and acknowledged it as the of **√to be the** free and voluntary act of such party for the uses and purposes mentioned in the instrument Dated: Name: Notary Public in and for the State of \_ Residing at: My appointment expires:

## EXHIBIT "A" Exceptions

GA	b.	EXHIBIT "A" Exceptions		
- 61	<u> </u>			
1/	1 Agreement to Perform including the terms, covenants and provisions thereof			
	Recording Date: Recording No.:	January 7, 1985 8501070019 being a re-recording of 841227	/0018	
2.	No protest Agreeme	ent including the terms, covenants and provis	ions thereof	
	Recording Date: Recording No.	July 16, 1987 8707160037		
3.	COVENANTS, CON	DITIONS AND RESTRICTIONS, CONTAIN	ED IN DEED:	
	Recorded: Auditor's No.:	August 20, 1998 9808200071		
	Executed By: As Follows:	Summersun Greenhouse Co., a Washingto	n corporation	
	Core and a second			
	"This boundary line adjustment description revises current ownership boundary lines of the parcels			
	described in docum 8608040066, and 8705280072.	ents recorded under Auditor's File Nos. 8911	300094, 878371,	
	This boundary line a	adjustment is not for the purpose of creating	an additional building lot. The	
	property	mposes one undivided parcel. The division o		
	<ul> <li>C, D, E within this deed is for clarity alore and does not imply that this property is actually five separate parcels.</li> <li>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 Vernen, 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 Vernen 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:</li> <li>1.) The minimum setback requirements for the lot on which new construction is occurring; and</li> </ul>			
	upon the	eet that a permanent, pre-existing structure of	V A	
	minimum setback requirement as required at the date of this document. This paragra apply only to those structures that are in non-compliance with setback requirements, in effect at			
	of this document, as a res	ult of this boundary line adjustment."		
4.	Easement(s) for the document:	purpose(s) shown below and rights incident	tal thereto, as granted in a	
	Granted to: Purpose:	Puget Sound Energy, Inc. 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		and TDR Extinguishment	
	Recording Date: Recording No.:	September 28, 2015 201509280203	See Change	
Statutory WA00000	Warranty Deed (LPB 10-05) 059.doc / Updated: 08.26.16	Page 3	WA-CT-FNRV-02150.620019-620030221	

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## EXHIBIT "A"

Exceptions (continued)

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.