

**When recorded return to:**

David P. Anderson and Catherine A. Anderson  
3926 McLaughlin Road  
Mount Vernon, WA 98273



201704170177

Skagit County Auditor

\$77.00

4/17/2017 Page

1 of

5 3:40PM

Filed for record at the request of:



**CHICAGO TITLE**

COMPANY OF WASHINGTON

425 Commercial St  
Mount Vernon, WA 98273

**CHICAGO TITLE**

620029413

Escrow No.: 620029413

**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 David P. Anderson and Catherine A. Anderson, a married  
couple

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

Lot 65, 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): P132969 / 6030-000-065-0000

Subject to:

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

**SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX**

20171565  
APR 17 2017

Amount Paid \$ 6688.00  
Skagit Co. Treasurer  
By *klm* Deputy

STATUTORY WARRANTY DEED  
(continued)

Dated: April 3, 2017

Summersun Estates LLC

BY: Zakir H. Parpia  
Zakir H. Parpia  
OZZAR 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 WA  
County of Snohomish

I certify that I know or have satisfactory evidence that Zakir H. Parpia

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

Dated: 4-4-17

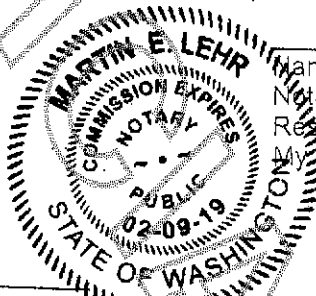
Martin E. Lehr  
Name: Martin E. Lehr  
Notary Public in and for the State of WA  
Residing at: La Conner  
My appointment expires: 2-9-19

State of WA

County of Snohomish

I certify that I know or have satisfactory evidence that Paul Woodmansee  
and Timothy Woodmansee  
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 Members of TKW Investments LLC to be the  
free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 4-4-17



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 Snohomish

I certify that I know or have satisfactory evidence that Joseph D. Woodmansee  
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 Member of TKW Investments LLC to be the  
free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 4-4-17



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 \_\_\_\_\_

County 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 \_\_\_\_\_ 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

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.: 9508200071  
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  
Recording No.: 201509280203

## EXHIBIT "A"

### Exceptions (continued)

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.