

When recorded return to:
John Lucas and Mary Lucas
3941 Summersun Street
Mount Vernon, WA 98273



Skagit County Auditor \$78.00
8/25/2017 Page 1 of 5 1:44PM

Filed for record at the request of:



CHICAGO TITLE
COMPANY OF WASHINGTON

425 Commercial St
Mount Vernon, WA 98273

Escrow No.: 620031323

CHICAGO TITLE
620031323

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 John Lucas and Mary Lucas, a married couple

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

Lot 28, 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.)

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
20174601

AUG 25 2017

Tax Parcel Number(s): P132932/ 6030-000-028-0000

Subject to:

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

Amount Paid \$ 6591.00
Skagit Co. Treasurer
By [Signature] Deputy

STATUTORY WARRANTY DEED

(continued)

Dated: August 7, 2017

Summersun Estates LLC

BY:

Zakir H Parpia
CZZZR LLC, Manager

BY:

Joseph D Woodmansee
JKW Investments LLC, Member

BY:

Paul Woodmansee
PLLT Investments LLC, Member

BY:

Timothy Woodmansee
PLLT Investments LLC, Member

State of WASHINGTON
County of SKAGIT

I certify that I know or have satisfactory evidence that Zakir H Parpia, Joseph D Woodmansee, Paul Woodmansee and Timothy Woodmansee are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as CZZZR LLC, Manager, JKW Investments LLC, Member, PLLT Investments LLC, Member and PLLT Investments LLC, Member, respectively, of Summersun Estates LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated:

August 8, 2017

Name:

Martin E. Lehr

Notary Public in and for the State of

Residing at: La Conner

My appointment expires: 2-9-19

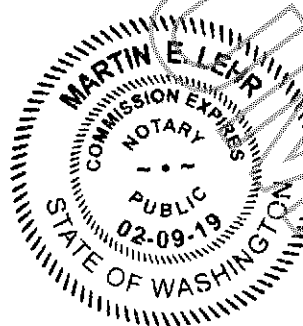


EXHIBIT "A"
Exceptions

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

EXHIBIT "A"

Exceptions (continued)

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

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. Any unpaid assessments or charges and liability to further assessments or charges, for which a lien may have arisen (or may arise), all as provided for in instrument set forth below:

Imposed by: SummerSun Estates Home Owners Association
Recording Date: October 15, 2015
Recording No.: 201510150065

8. 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:

EXHIBIT "A"

Exceptions
(continued)

Recording No: 201511170046 (re-recording of 201510150066)

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