03/02/2021 03:27 PM Pages: 1 of 7 Fees: \$109.50

Skagit County Auditor, WA

When recorded return to:

Matthew C. Forrest and Suzanna M. Forrest 936 Fidalgo Street Sedro-Woolley, WA 98284 SKAGIT COUNTY WASHINGTON REAL ESTATE EXCISE TAX Affidavit No. 2021-882 Mar 02 2021 Amount Paid \$1125.00

Skagit County Treasurer By Chelsea Stalcup Deputy

GNW 21-9761

STATUTORY WARRANTY DEED

THE GRANTOR(S) Jason Handy, as his separate estate, 28676 Bacus Road, Sedro-Woolley, WA 98284,

for and in consideration of ten dollars and other valuable consideration

in hand paid, conveys, and warrants to Matthew C. Forrest and Suzanna M. Forrest, a married couple

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

FOR PROPERTY DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Abbreviated legal description: Property 1:

Pm SW 1/4, Sec. 11, Twp 35 N, Rg. 5 (aka Lot 4, SP PL18-0455).

This conveyance is subject to covenants, conditions, restrictions and easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey as described in Exhibit "B"

Tax Parcel Number(s): P122988

Dated:

Jason Handy



I certify that I know or have salisfactory evidence that Jason Handy is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary aut for the uses and purposes mentioned in the instrument.

Dated: 2 day of March, 2021

Signature

Notary Public

My appointment expires: 7-18-2003

SEAL

KRESTIN SHARP
NOTARY PUBLIC for the
State of Montana
Residing at Butto
My Commission Expires
Sopt.16, 2023

EXHIBIT ALEGAL DESCRIPTION

Property Address: 0 Ranae Lane, Sedro-Woolley, WA 98233 Tax Parcel Number(s): P122988

Property Description:

Lot 4, Short Plat No. PL18-0455, approved March 14, 2019, recorded March 15, 2019 under Auditor's File No. 201903150031, records of Skagit County, Washington, said Short Plat being a portion of the the South ½ of the Southwest ¼ of Section 11 AND the North ½ of the Northwest ¼, Section 14, all within Township 35 North, Range 5 East, W.M.;

Situate within the County of Skagit, State of Washington.

Statutory Warranty Deed LPB 10-05

Order No.: 21-9761-KH

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EXHIBIT B

21-9761-KH

1. RESERVATION CONTAINED IN DEED:

Executed By: Lyman Lumber & Shingle Co., a corporation

Recorded: May 22, 1929 Auditor's No.: 223306

As Follows: First party reserves the right to divert or dam water from creek now flowing over the land hereby conveyed and further reserves all coal and other mineral rights, together with the right of entry and removal

thereof

Affects: A portion of all lots and other property

2. RESERVATION CONTAINED IN DEED:

Executed By: Lyman Lumber & Shingle Co., a corporation

Recorded: November 9, 1938

Auditor's No.: 307327

As Follows: Reserving and excepting for a County road across the said premises a strip of land 60 feet in width at such place as the County Commissioners of said County may at any time hereafter establish a County road across said premises

Affects: A portion of all lots and other property

3. RESERVATIONS AND/OR EXCEPTIONS CONTAINED IN INSTRUMENT:

From: Skagit County

Recorded: February 24, 1953

Auditor's No.: 359932

As Follows: "Reserving all roads and railroad grades, if any."

(Affects the subject property and other property)

4. RESERVATION CONTAINED IN DEED:

Executed By: John E. Minkler and Sarah Elizabeth Minkler, his wife

Recorded: May 13, 1952 Auditor's No.: 475091

As Follows: Excepting and reserving unto the Grantors, their sellers, heirs, and assigns forever, all minerals of any nature whatsoever, including, but not limited to, coal, iron, natural gas, and oil, upon or in any of said lands, together with the use of such of the surface of such lands as may be necessary for exploring and mining minerals, or otherwise extracting and carrying away the same.

5. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Grantee: Puget Sound Power and Light Company

Purpose: Electric transmission and/or distribution line, together with necessary appurtenances

Area Affected: The Southeast 1/4 of the Southwest 1/4, EXCEPT the South 100 feet

Recorded: November 2, 1956

Auditor's No.: 543693

6. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Grantee: Skagit County, Washington, a municipal corporation

Purpose: Permanent right to enter, use and excavate gravel from a 100 foot strip adjacent to and parallel with the

West bank of Wiseman Creek; also to install a dam 2 feet in height across Wiseman Creek

Area Affected: Property adjacent to Wiseman Creek

Dated: September 11, 1963 Recorded: September 19, 1963

Auditor's No.: 640982

Statutory Warranty Deed LPR 10-05

Order No.: 21-9761-KH

7. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Grantee: State of Washington Purpose: Highway slopes

Area Affected: A portion of the Southwest ¼ of the Southwest ¼

Recorded: December 10, 1975 Auditor's No.: 827596

8. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Grantee: State of Washington

Purpose: General highway purposes and appurtenances

Area Affected: Property adjacent to highway

Recorded: June 22, 1976 Auditor's No.: 837474

9. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Grantee: Puget Sound Power & Light Co.

Purpose: Right to enter said premises to operate, maintain, and repair underground electric transmission and/or distribution system, together with the right to remove brush, trees and landscaping which may constitute a

danger to said lines.

Area Affected: Various strips of land

Dated: November 17, 1986 Recorded: November 18, 1986 Auditor's No.: 8611180010

10. RESERVATIONS AND/OR EXCEPTIONS CONTAINED IN INSTRUMENT:

From: Noretep, a General Partnership

Recorded: October 11, 1988 Auditor's No.: 8810110042

Reserves to itself and its heirs and assigns, forever, all minerals of every nature whatsoever, including but not limited to coal, uranium, iron, natural gas and oil upon or under the property legally described on the attached Exhibit "A" pages 1 through 9.

TOGETHER WITH the right to the use of such part of the surface as may be reasonable necessary for the purpose of exploring for (by geological, geophysical or other methods) drilling for, mining, extracting and removing the same, provided however, that the land owner shall be paid, at the time or times such mining operations are commenced, the then fair market value of such portion of the surface as may be used for such operations, including any improvements thereon.

11. DECLARATION OF EASEMENTS, COVENANTS AND ROAD MAINTENANCE AGREEMENT:

Dated: February 17, 1989 Recorded: February 21, 1989 Auditor's No.: 8902210090

Executed By: Noretep, a Washington General Partnership, consisting of Peter J. Poeschel and Ronald Schultz Document was re-recorded under Auditor's File No. 8910230016.

Said instrument was also amended by Auditor's File Nos. 8910300086 and 200204160016.

12. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Grantee: Barthe DeClements, a single woman

Purpose: Ingress, egress and utilities

Area Affected: Portion of Lots 1 and 2 and other property

Recorded: March 14, 1989 Auditor's No.: 8903140053

Said instrument is a re-recording of instrument recorded under Auditor's File No.

8902280034.

Statutory Warranty Deed LPB 10-05

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13. COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN DECLARATION OF PROTECTIVE RESTRICTIONS:

Recorded: October 23, 1989 Auditor's No.: 8910230031

14. COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN DECLARATION OF

PROTECTIVE RESTRICTIONS: Recorded: November 13, 1989 Auditor's No.: 8911130023

Executed By: Noretep, a Washington general partnership

Said instrument is a re-recording of Auditor's File No. 8911020073.

15. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Grantee: Noretep, a General Partnership, its successors, agents, licensees and assignees

Purpose: A non-exclusive easement for the installation, maintenance, repair and replacement of a waterline,

including any and all appurtenances thereto, over, under and across the subject property

Area Affected: Access easement over adjacent property

Dated: June 14, 1990 Recorded: June 14, 1990 Auditor's No.: 9006140064

16. COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, NOTES, DEDICATIONS, PROVISIONS AND SURVEY MATTERS AS DESCRIBED AND/OR DELINEATED ON THE FACE OF SAID PLAT OR SHORT PLAT:

Plat/Short Plat: 96-048 Recorded: May 6, 2005 Auditor's No.: 200505060139

17. TERMS AND PROVISIONS OF JOINT USE AND MAINTENANCE AGREEMENT:

Recorded: May 6, 2005 Auditor's No.: 200505060140

Affects: (See instrument for full particulars)

18. LOT CERTIFICATION AND THE TERMS AND CONDITIONS THEREOF:

Recorded: December 20, 2005

Auditor's File Nos.: 200512200036, a re-recording of 200512150102

19. Right to Manage Natural Resource Lands Disclosure, and the terms and conditions thereof, as disclosed by instrument recorded on October 24, 2017, under Auditor's File No. 201710240088. Reference is made to said document for full particulars.

20. COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, NOTES, DEDICATIONS, PROVISIONS AND SURVEY MATTERS AS DESCRIBED AND/OR DELINEATED ON THE FACE OF SAID PLAT OR SHORT PLAT:

Plat/Short Plat: Short Plat No. PL18-0455

Recorded: March 15, 2019 Auditor's No.: 201903150031

21. PROTECTED CRITICAL AREA SITE PLAN AND/OR EASEMENT, AND THE TERMS AND CONDITIONS THEREOF:

Executed By: Gary Lohman and Gail Lohman

Recorded: March 15, 2019 Auditor's File No.: 201903150032

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Affects: Tract "A" of SP #PL18-0455

22. LOT CERTIFICATION AND THE TERMS AND CONDITIONS THEREOF:

Recorded: March 15, 2019 Auditor's File No.: 201903150033 Affects: All of Short Plat No. PL18-0455

23. NON-EXCLUSIVE EASEMENT AND MAINTENANCE AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

Dated: February 27, 2019
Recorded: March 15, 2019
Auditor's No.: 201903150034
(See instrument for full particulars)

24. Any adverse claim by reason of any change in the location of the boundaries of said premises which may have resulted from any change in the location of the River/Creek herein named, or its banks, or which may result from such change in the future.

River/Creek: Wiseman Creek

25. Right of the general public to the unrestricted use of all the waters of a navigable body of water, not only for the primary purposes of navigation, but also for corollary purposes, including (but not limited to) fishing, boating, bathing, swimming, water skiing and other related recreational purposes, as those waters may affect the tidelands, shorelands, or adjoining uplands, and whether the level of the water has been raised naturally or artificially to a maintained or fluctuating level, all as further defined by the decisional law of this state. (Affects all of the premises subject to such submergence.)

- 26. Assessments, if any, due and owing Noretep Maintenance Corporation.
- 27. Assessments, if any, due and owing Bacus Hill Water Corporation.

Statutory Warranty Deed LPB 10-05

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