

AFTER RECORDING MAIL TO:

BRADY L. NOOTENBOOM and SHANNON N. NOOTENBOOM
1508 VECCHIO COURT
SEDRO WOOLLEY, WA 98284



200412030139
Skagit County Auditor

12/3/2004 Page 1 of 7 4:11PM

CHICAGO TITLE CO.

IC33235 ✓

STATUTORY WARRANTY DEED

Escrow No.: 15096
Title Order No.: IC33235

THE GRANTOR(S)

D.B. JOHNSON CONSTRUCTION, INC., A Washington Corporation

for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys, and warrants to

BRADY L. NOOTENBOOM and SHANNON N. NOOTENBOOM, Husband and Wife

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

LOT 5, SAUK MOUNTAIN VIEW ESTATES SOUTH - A PLANNED RESIDENTIAL DEVELOPMENT PHASE 2, ACCORDING TO THE PLAT THEREOF, RECORDED JANUARY 29, 2004, UNDER AUDITOR'S FILE NO. 200401290101, RECORDS OF SKAGIT COUNTY, WASHINGTON.
SITUATED IN SKAGIT COUNTY, WASHINGTON.

Assessor's Property Tax Parcel/Account Number: 4830 000 005 0000

SUBJECT TO: See Exhibit "A" attached hereto.

6504

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Dated: NOVEMBER 29, 2004

DEC 03 2004

D.B. JOHNSON CONSTRUCTION, INC., A Washington Corporation

Amount Paid: 3042.91
Skagit Co. Treasurer
By Deputy

BY: David B. Johnson 12/2/04
DAVID B. JOHNSON, President

STATE OF Washington
) ss.
COUNTY OF Snohomish

I certify that I know or have satisfactory evidence that DAVID B. JOHNSON is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of D.B. JOHNSON CONSTRUCTION, INC to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: 2nd day of December, 2004.

ROBERT M. LIVESAY
Notary Public in and for the State of Washington
residing at MARYSVILLE
My Commission Expires: 06/09/05

EXHIBIT A

Easement, including the terms and conditions thereof, granted by instrument(s);
Recorded: June 6, 1946 and July 17, 1946
Auditor's No(s): 392628 and 394047, records of Skagit County, Washington
In favor of: The United States of America
For: One or more lines of electric power transmission structures and appurtenant signal lines
Affects: A strip of land 125.0 feet in width, the boundaries of said strip lying 62.5 feet distant from, on each side of, and parallel with the survey line of the Arlington-Bellingham Transmission line as now located and staked

Easement, including the terms and conditions thereof, granted by instrument(s);
Recorded: August 7, 1963
Auditor's No(s): 639321, records of Skagit County, Washington
In favor of: The United States of America
For: One or more lines of electric power transmission structures and appurtenant signal lines
Affects: A strip of land 137.5 feet in width, the boundaries of said strip lying 62.5 feet distant Easterly from and 75.0 feet distant Westerly from, and parallel with said survey line for the Snohomish-Blaine No. 1 Transmission line as said survey line being now located and staked

Easement, including the terms and conditions thereof, granted by instrument(s);
Recorded: June 20, 1945
Auditor's No(s): 381240, records of Skagit County, Washington
In favor of: Puget Sound Power & Light Company
For: Electric transmission and/or distribution line, together with necessary appurtenances
Affects: Portion in Southeast Quarter of the Northwest Quarter

Easement, including the terms and conditions thereof, granted by instrument(s);
Recorded: November 5, 1979
Auditor's No(s): 7911050071, records of Skagit County, Washington
In favor of: Present and future owners of land
For: Ingress, egress and utilities
Affects: A 60-foot strip of land in the portion of the Southeast Quarter of the Northwest Quarter

Easement, including the terms and conditions thereof, granted by instrument(s);
Recorded: April 18, 1990
Auditor's No(s): 9004180059, records of Skagit County, Washington
In favor of: Puget Sound Power & Light Company
For: Electric transmission and/or distribution line, together with necessary appurtenances
Affects:

Commencing at the Northwest corner of the above described Parcel A;
Thence South 00°38'43" East a distance of 279.87 feet along the West line thereof to the center of an existing transmission line and the true point of beginning of this centerline description;

Thence South 55°26'45" East a distance of 273.58 feet;

Thence South 40°20'02" East a distance of 867.53 feet to a point on the Northerly line of the Northern Pacific Railway right-of-way and the terminus of this centerline description.

Right-of-Way No. 2: (For overhang or undergrounding of Facilities only)

Commencing at the Northeast corner of the above-described parcel B;
Thence North 89°33'49" West a distance of 431.05 feet along the North line thereof to the center of an existing transmission line and the true point of beginning of this centerline description;

Thence South 55°26'45" East a distance of 28.53 feet to a point on the South line of the above-described Parcel B and the terminus of this centerline description.

The above described easements to be either length intersect with the above described properties.



200412030139
Skagit County Auditor

Exceptions and reservations contained in Deed whereby the Grantor excepts and reserves all oils, gases, coal, ores, minerals, fossils, etc., and the right of entry for opening, developing and working mines, etc., provided that no rights shall be exercised until provision has been made for full payment of all damages sustained by reason of such entry;

Together With the right, upon paying reasonable compensation, to acquire rights of way for transporting and moving products from other lands, contained in Deed

From: Skagit Realty Company
Recorded: October 23, 1915
Auditor's No.: 110291, records of Skagit County, Washington
Affects: Portion in the Southeast Quarter of the Northwest Quarter
As Follows: Excepting and reserving, however, all mineral and mineral oils in or under any of said land, without, however, any right in, to or upon the surface of any of said land

NOTE: No search of the record has been made as to the present ownership of said rights.

Exceptions and reservations contained in Deed whereby the Grantor excepts and reserves all oils, gases, coal, ores, minerals, fossils, etc., and the right of entry for opening, developing and working mines, etc., provided that no rights shall be exercised until provision has been made for full payment of all damages sustained by reason of such entry;

Together With the right, upon paying reasonable compensation, to acquire rights of way for transporting and moving products from other lands, contained in Deed

From: The State of Washington
Recorded: July 28, 1908
Auditor's No.: 68626, records of Skagit County, Washington
Executed By: The Wolvering Company
Affects: Portion in the Southwest Quarter of the Northeast Quarter
As Follows: Excepting and reserving unto grantor, its successors and assigns, all mineral and mineral oils in, or under any of said lands, whether said mineral or mineral oils are now known, or shall hereafter be discovered; without however any right in, to or upon the surface of any of said lands

Easement, including the terms and conditions thereof, disclosed by instrument(s);

Recorded: February 26, 1935
Auditor's No(s): 267764, records of Skagit County, Washington
In favor of: Drainage District No. 14 of Skagit County Washington
For: Right of way for drainage ditch purposes. Together with right of ingress and egress
Affects: Portion in the Southwest Quarter of the Northeast Quarter and other property

Easement, including the terms and conditions thereof, disclosed by instrument(s);

Recorded: September 14, 1956
Auditor's No(s): 541476, records of Skagit County, Washington
In favor of: Pacific Northwest Pipeline Corporation
For: Constructing, maintaining, etc. pipeline or pipelines
Affects: Portion in the Southwest Quarter of the Northeast Quarter and other property

Easement, including the terms and conditions thereof, disclosed by instrument(s);

Recorded: November 26, 1956
Auditor's No(s): 544543, records of Skagit County, Washington
In favor of: Cascade Natural Gas Corporation
For: Constructing, maintaining, etc. Pipeline or pipelines
Affects: Portion in the Southwest Quarter of the Northeast Quarter and other property

Said instrument was corrected by instrument dated August 3, 1957, and recorded September 9, 1957, under Auditor's File No. 555867, records of Skagit County, Washington.



200412030139
Skagit County Auditor

Agreement, including the terms and conditions thereof; entered into;
By: Northwest Pipeline Corporation
And Between: John A. Lange and Gayle Lange
Recorded: October 10, 2001
Auditor's No.: 200110100109, records of Skagit County, Washington
Providing: Authorization for specific encroachment
Affects: Portion in the Southwest Quarter of the Northeast Quarter

Agreement, including the terms and conditions thereof; entered into;
By: John A. Lange and Joy G. Lange
And Between: North County Bank
Recorded: January 22, 2002
Auditor's No.: 200201220096, records of Skagit County, Washington
Providing: Hazardous Substances Agreement
Affects: Said premises

Easement, including the terms and conditions thereof, created by instrument(s);
Recorded: July 5, 2002
Auditor's No(s): 200207050100, records of Skagit County, Washington
In favor of: Northwest Pipeline Corporation
For: Pipeline and related rights
Affects: Portion in the Northeast Quarter

Easement, including the terms and conditions thereof, created by instrument(s);
Recorded: July 25, 2002
Auditor's No(s): 200207250019, records of Skagit County, Washington
In favor of: John A. Lange and Gayle Lange
For: Utilities, Drainage, Sewer lines, etc.
Affects: This and other property

Easement, including the terms and conditions thereof, granted by instrument(s);
Recorded: April 7, 2003
Auditor's No(s): 200304070119, records of Skagit County, Washington
In favor of: Puget Sound Energy, Inc.
For: Electric transmission and/or distribution line, together with necessary appurtenances

Agreement, including the terms and conditions thereof; entered into;
By: Sauk Mountain Village, L.L.C., et al
And Between: City of Sedro Woolley, et al
Recorded: May 7, 2003
Auditor's No.: 200305070172, records of Skagit County, Washington
Providing: Development conditions and provisions

Agreement, including the terms and conditions thereof; entered into;
By: City of Sedro Woolley, et al
And Between: City of Sedro Woolley, et al
Recorded: May 7, 2003
Auditor's No.: 200305070171, records of Skagit County, Washington
Providing: Development conditions and provisions

Said instrument is a re-recording of instrument (s);
Recorded: March 26, 2003
Auditor's File No(s): 200303260180, records of Skagit County, Washington

Agreement, including the terms and conditions thereof; entered into;
By: John and Gayle Lange, et al
And Between: City of Sedro Woolley, et al
Recorded: June 9, 2003
Auditor's No.: 200306090031, records of Skagit County, Washington
Providing: Development conditions and provisions



200412030139
Skagit County Auditor

AMENDED by instrument(s):

Recorded: June 30, 2003

Auditor's No(s): 200306300001, records of Skagit County, Washington

Covenants, conditions, restrictions, and easements contained in declaration(s) of restriction, but omitting any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicap persons;

Recorded: June 9, 2003

Auditor's No(s): 200306090033, records of Skagit County, Washington

Executed By: John and Gayle Lange

AMENDED by instrument(s):

Recorded: June 30, 2003 and January 28, 2004

Auditor's No(s): 200306300001 and 200401280120, records of Skagit County, Washington

Easement delineated on the face of said plat;

For: Utilities

Affects: 10 feet adjoining road

Easement provisions contained on the face of said plat, as follows:

Easements are granted to Sauk Mt. View Estates South Homeowners Association, its successors and assigns, the perpetual right, privilege and authority enabling the Grantee to do all things necessary or proper in the construction and maintenance of stormwater utilities or related facilities, including the right to construct, operate, maintain, inspect, improve, remove, restore, alter, replace, relocate, connect to and locate at any time a pipe or pipes, ditches, conveyances, ponds and other facilities over, across, along, in and under the lands as shown on this plat, together with the right of ingress to and egress from said lands across adjacent lands of the Grantor. Also, the right to cut and/or trim all brush or other growth standing or growing upon the land of the Grantor, which, in the opinion of the Sauk Mt. View Estates South Homeowners Association, constitutes a menace or danger to said line(s) or to persons or property by reason of proximity to the line(s).

Grantor, its heirs, successor or assigns hereby conveys and agrees not to construct or permit to be constructed structures of any kind on the easement area without written approval of the Sauk Mt. View Estates South Homeowners Association. Grantor shall conduct its activities and all other activities on Grantor's property so as not to interfere with, construct or endanger the usefulness of any improvements or other facilities, now or hereafter, maintained upon the easement or in any way interfere with, obstruct or endanger the City's use of the easement.

The Sauk Mt. View Estates South Homeowners Association may assign its rights under this easement to any municipality, public district or other entity.
continued.....

Easements are granted to the City of Sedro-Woolley, Washington, a municipal corporation, its successors and assigns, the perpetual right, privilege and authority enabling the City to do all things necessary or proper in the construction and maintenance of sewer, stormwater and communication line(s), and other municipal and public utilities or related facilities, including the right to construct, operate, maintain, inspect, improve, remove, restore, alter, replace, relocate, connect to and locate at any time a pipe or pipes, line or sewer, stormwater, and communication lines or other municipal and public facilities or other similar public services over, across, along, in and under the lands as shown on this Plat, together with the right of ingress to and egress from said lands across adjacent lands of the Grantor; also, the right to cut and/or trim all brush or other growth standing or growing upon the land of the Grantor which, in the opinion of the City, constitutes a menace or danger to said line(s) or to persons or property by reason of proximity to the line(s). The Grantor agrees that title to all brush, other vegetation or debris trimmed, cut and removed from the easement pursuant to this agreement is now vested in the City.



200412030139
Skagit County Auditor

Grantor, its heirs, successors or assigns, hereby conveys and agrees not to construct or permit to be constructed structures of any kind on the easement area without written approval of the City Public Works Director. Grantor shall conduct its activities and all other activities on Grantor's property so as not to interfere with, obstruct or endanger the usefulness of any improvements or other facilities, now or hereafter maintained upon the easement or in any way interfere with, obstruct or endanger the City's use of the easement.

Grantee may assign the rights under this easement by agreement, assignment, franchise or other device to any public or privately owned utility.

Assessments or charges and liability to further assessments or charges, including the terms, covenants, and provisions thereof, disclosed in instrument(s);

Recorded: June 9, 2003
Auditor's No(s): 200306090033, records of Skagit County, Washington
Imposed By: Sauk Mt. View Estates South Homeowners Association

Easement contained in Dedication of said plat;

For: All necessary slopes for cuts and fills
Affects: Any portions of said premises which abut upon streets, avenues, alleys and roads

Easement delineated on the face of said plat;

For: Utilities
Affects: The Southwesterly 10 feet of Lot 5;
The Northeasterly 10 feet of Lot 6;
The Southwesterly 11 feet of Lot 11;
The Northeasterly 9 feet of Lot 12

Note on the face of said plat;

COVENANTS, CONDITIONS AND RESTRICTIONS

This plat of Sauk Mountain View Estates South – Phase 2, a Planned Residential Development, is subject to the same covenants, conditions and restrictions as were recorded for the plat of Sauk Mountain View Estates South – a Planned Residential Development, under Auditor's File No. 200306090033, records of Skagit County, Washington, AND AS AMENDED and FILED under Auditor's File No. 200306300001, records of Skagit County, Washington.

Building setback line(s) delineated on the face of said plat.

Agreement, including the terms and conditions thereof; entered into;

By: City of Sedro Woolley
And Between: Dukes Hill, L.L.C. a Washington limited liability company, et al
Recorded: January 29, 2004
Auditor's No.: 200401290098, records of Skagit County, Washington
Providing: Development Agreement regarding obligations arising from Development Approval
Affects: Said premises and other property

Exceptions and reservations as contained in Deed;

From: C.A. Wicker, a bachelor
Recorded: September 26, 1912
Auditor's No.: 93017, records of Skagit County, Washington
As Follows: Excepting and reserving all minerals, oils, gases and fossils in or upon said premises and the right to enter said premises for any purpose incidental to the prospecting, mining, or extracting the same from said premises, provided, however, that the said party of the second part, his heirs, administrators and assigns shall be compensated for all damage done to the surface and soil of said land, and the improvements thereon.

NOTE: No search of the record has been made as to the rights.



200412030139
Skagit County Auditor

Agreement, including the terms and conditions thereof; entered into;
By: Betty Bolton
And Between: TNT Construction, Inc.
Recorded: June 11, 1980
Auditor's No.: 8006110010, records of Skagit County, Washington
Providing: Usage of access road

Notes on the face of "AFFIDAVIT OF CORRECTION AND CLARIFICATION" dated February 25, 2004;

- A. (TRACT A) Private road tract is hereby granted to Lots 3 and 4 together with all maintenance obligations. This tract shall remain an appurtenance to, and inseparable from, said lots.
- B. (TRACT B) Private road tract is hereby granted to Lots 13 and 14 together with all maintenance obligations. This tract shall remain an appurtenance to, and inseparable from, said lots.

Tract B is also encumbered by a 10-foot wide easement for community walkway purposes along the Northeasterly side of said Tract B.

- C. (TRACT F) is a community walkway 10 feet in width and is hereby designated "common open space" as defined and provided for in the recorded plat covenants and restrictions (Auditor's File No. 200306090033, records of Skagit County, Washington)
- D. (TRACT E) is hereby designated as a community park area and also placed in the category of "open space" as defined and provided for in the plat covenants and restrictions (Auditor's File No. 200306090033, records of Skagit County, Washington)

Affidavit of Correction and Clarification;

Dated: February 25, 2004
Recorded: March 2, 2004
Auditor's File No.: 200403020062, records of Skagit County, Washington
Executed By: Ronald T. Jepson, P.E., PLS, John Lange and Gayle Lange
Affects: Said premises

Covenants, conditions, and restrictions contained in declaration(s) of restriction, but omitting any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicap persons;

Recorded: March 2, 2004
Auditor's No(s): 200403020063, records of Skagit County, Washington

Agreement and Assessment, including the terms and conditions thereof; entered into;

By: D.B. Johnson Construction, Inc. and future lot owners
And Between: Local Infrastructure Recovery, LLC
Recorded: June 8, 2004
Auditor's No.: 200406080108, records of Skagit County, Washington
Providing: Mitigation/Infrastructure Cost Recovery Contract - Sedro Woolley No. 103
For: Impact fees
Amount: \$5,080.00

- END OF SCHEDULE B-001 -



200412030139
Skagit County Auditor