

AFTER RECORDING MAIL TO:
Ms. Maria Guadalupe Gonzalez-Lopez
1105 North 12th Place
Mount Vernon, WA 98273



200512060156
Skagit County Auditor

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Filed for Record at Request of
Pacific Crest Escrow, Inc.
Escrow Number: 3126702-SC

LAND TITLE OF SKAGIT COUNTY 119130-S

Statutory Warranty Deed

Grantor: Cheryl Jean Scott-Salts
Grantee: Maria Guadalupe Gonzalez-Lopez
Abbreviated Legal:
Lot 32, Kulshan Ridge PUD,
Assessor's Tax Parcel Number(s): 4824 000-032-0000

THE GRANTOR Cheryl Jean Scott-Salts, as her separate estate for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to Maria Guadalupe Gonzalez-Lopez, a married person, as her separate estate the following described real estate, situated in the County of Skagit, State of Washington.

Lot 32, Kulshan Ridge PUD as per plat recorded on October 9, 2003, under Auditor's File no. 200310090064
Records of Skagit County, Washington.
Situate in the County of Skagit, State of Washington

#6780
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Dated November 28, 2005

DEC 06 2005
352940

Cheryl Jean Scott-Salts
Cheryl Jean Scott-Salts

Amount Paid \$
Skagit Co. Treasurer
By Deputy

STATE OF Washington }
COUNTY OF Skagit } SS:

I certify that I know or have satisfactory evidence that Cheryl Jean Scott-Salts is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument and acknowledge it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: December 1, 2005

Melinda J. Bowers

Notary Public in and for the State of Washington
Residing at 2409 S. 15th St. Mt. Vernon WA 98274
My appointment expires: 12/9/2009



EXCEPTIONS:

A. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Grantee: City of Mount Vernon
 Purpose: The right to lay, maintain, operate, relay and remove at any time sewer pipe or line, for the transportation of sewage, and if necessary to erect, maintain, operate, and remove said line, with right of ingress and egress to and from the same
 Area Affected: The South 10 feet of Lots 3, 4, 5 & 6 and the South 10 feet of the East 5 feet of Lot 7
 Dated: September 20, 1962
 Recorded: September 27, 1962
 Auditor's No.: 626799

B. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Grantee: City of Mount Vernon, Washington
 Purpose: "... City to construct, or cause to be constructed, maintain, replace, reconstruct, and remove storm sewer and drainage facilities, with all appurtenances incident thereto..."
 Area Affected: Portion of subject property
 Dated: March 1, 1996
 Recorded: March 4, 1996
 Auditor's No.: 9603040076

C. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Grantee: Puget Sound Energy, Inc., a Washington corporation
 Dated: January 13, 2003
 Recorded: January 21, 2003
 Auditor's No.: 200301210215
 Purpose: "...utility systems for purposes of transmission, distribution and sale of gas and electricity..."
 Area Affected: Portion of subject property

"Easement No. 1: All streets and road rights-of-way as now or hereafter designed, platted and/or constructed. (When said streets and roads are dedicated to the public, this clause shall become null and void.)

Easement No. 2: A strip of land 10 feet in width across all lots, tracts, green belt areas and open spaces located within the above described property being parallel to and coincident with the boundaries of all private/public streets and road rights-of-way."



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EXCEPTIONS CONTINUED:

D. MATTERS AS DISCLOSED AND/OR DELINEATED ON THE FACE OF THE FOLLOWING PLAT/SUBDIVISION:

Plat/Subdivision Name: Kulshan Ridge P.U.D.
 Recorded: October 9, 2003
 Auditor's No.: 200310090064
 (Copy attached)

Said matters include but are not limited to the following:

1.) "Know all men by these presents that we, the undersigned owners in the fee simple or contract purchaser and mortgage holder of the land hereby platted, hereby declare the Kulshan Ridge P.U.D. and dedicate to the public forever, all streets, avenues, ways, boulevards, drives, places, circles, courts lanes and loops shown thereon and the use thereof for all public purposes not inconsistent with the use thereof for public highway purposes; also the right to make all necessary slopes for cuts and fills upon the lots and blocks shown on this Plat in the original reasonable Tracts 997 and 999 (Detention Ponds) and Tract 998 (Protected Critical Area) as shown on the face of this plat hereby dedicated.)

2.) An easement for the purpose of conveying local stormwater runoff is hereby granted in favor of all abutting lot owners in the areas designated as private drainage easements. The maintenance of private drainage easements established and granted herein shall be the responsibility of, the cost thereof shall be borne equally by, the present and future owners of the abutting property and their heirs, personal representatives, and assigns.

The City of Mount Vernon is hereby granted the right to enter said easements for emergency purposes at its own discretion.

3.) Open Space Tract 998 shall be owned by the City. This open space tract contains wetlands, stream corridors and native growth protection areas. All lots within the development shall have the right to an easement for the maintenance of the open space tract. The cost of maintenance of the open space tract shall be borne by the Homeowners' Association. Removal of trees within the native growth protection areas, wetlands, and stream corridors shall be limited to those which after consultation of the City, are determined to be dead, diseased, or hazardous. No clearing, grading or filling of any kind, building construction, dumping of yard debris, or road construction shall occur within the open space Tract 998, except for vegetation replacement, or utility installation. No adjustment to the boundary of these areas shall occur unless approval through the formal replatting process.

4.) Detention Pond Tracts 997 and 999 shall be owned by the City. The detention ponds and drainage systems located within these tracts shall be maintained by the City. The Homeowners' Association shall be responsible for the maintenance and upkeep of the landscaped areas within these tracts.

5.) A 15' No-Cut Vegetation Easement is hereby reserved along the South 15 feet of Lots 3-7 and 13-16. The individual property owners of these lots are responsible for the maintenance of the trees within this easement. Trees may be removed and replaced only if, after consultation with the City, they are found to be dead, diseased, or hazardous. No structures except for fences may be placed within the easement.



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EXCEPTIONS CONTINUED:

D. (Continued):

- 6.) A native growth protection area is located in the rear yards of Lots 7-11 and Lots 16-24. The boundary is defined by the split rail fence. No clearing, grading or filling of any kind, building construction, fences or dumping of yard debris are allowed within these areas. Removal of trees within these native growth protection areas shall be limited to those which after consultation of the City are determined to be dead, diseased, or hazardous.
- 7.) No clearing, grading or filling of any kind, building construction, dumping of yard debris, or road construction shall occur within the wetland buffer, except for vegetation replacement, or utility installation.
- 8.) All installed landscaping within this plat including the trees in the public right-of-way shall be maintained by the Homeowners' Association of record.
- 9.) A non-exclusive easement is hereby reserved for and granted to the City of Mount Vernon, Public Utility District No. 1 of Skagit County, Puget Sound Energy, Inc., Cascade Natural Gas Corporation, Verizon; and AT&T Cablevision of Washington, Inc., and their respective successors and assigns under and upon the exterior ten (10) feet of all lots and tracts abutting public right-of-way, in which to install, lay, construct, renew, operate, maintain and remove utility systems, lines, fixtures and appurtenances attached thereto, for the purpose of providing utility service to the subdivision and other property, together with the right to enter upon the lots and tracts at all times for the purposes stated, with the understanding that any grantee shall be responsible to all unnecessary damage it causes to any real property owner in the subdivision by the exercise of rights and privileges herein granted. Property owner is prohibited from building improvements within this easement unless approval has been granted by the City Engineer.
- 10.) Location of landscape items, including stipulation(s) regarding "existing trees to remain".
- 11.) Picnic area location.
- 12.) 25 foot wetland buffer (Affects Tracts 997, 998, 999, Lots 20-25, Lots 9-11).
- 13.) 10 foot utility easement (Affects exterior portion of all lots abutting streets).
- 14.) 10 foot private drainage easement (Affects Lots 13-24, 3-10).
- 15.) 12 foot private drainage easement (Affects Lots 15-17, 4-6, and Lot 1).
- 16.) 10 foot trail easement to school.
- 17.) Stream buffer.
- 18.) Building set back lines.
- 19.) 15 foot no cut vegetation easement (Affects Lots 3-7, 13-16).



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EXCEPTIONS CONTINUED:

D. (Continued):

20.) 30 foot landscape buffer (Affects Lots 3-7, 13-16).

21.) Delineation of sidewalk easement.

Note: Reference is hereby made to instrument recorded December 8, 2003, under Auditor's File No. 200312080151, entitled "Administrative Amendment to Kulshan Ridge PUD.

E. PROTECTIVE COVENANTS AND/OR EASEMENTS, BUT OMITTING RESTRICTIONS, IF ANY, BASED ON RACE, COLOR, RELIGION OR NATIONAL ORIGIN, A COPY OF WHICH IS HERETO ATTACHED.

Dated: September 15, 2003
Recorded: October 9, 2003
Auditor's No.: 200310090065
Executed By: Martin Loberg

ABOVE COVENANTS, CONDITIONS AND RESTRICTIONS WERE AMENDED AS HERETO ATTACHED.

Recorded: October 31, 2003 and December 8, 2003
Auditor's Nos.: 200310310181 and 200312080151

F. RESERVATIONS CONTAINED IN DEED:

Executed By: Charles T. Swett and Beryl Swett, husband and wife
Recorded: March 1, 1946
Auditor's No.: 388909
As Follows:

a.) Reserving, however, unto the grantors herein their heirs or assigns, the right to use the easement, herein granted, jointly with said grantees.

b.) The grantors herein limit their warranty to the above described premises, excepting however from such warranty the South 208 feet of that portion contained in the easement grant.



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