



201303290189

Skagit County Auditor

3/29/2013 Page 1 of 5 4:10PM

When recorded return to:
William C Breithaupt
Joyce E Breithaupt
325 Shantel
Mount Vernon, WA 98274

Filed for record at the request of:



CHICAGO TITLE
COMPANY

425 Commercial
Mount Vernon, WA 98273

Escrow No.: 620018204

CHICAGO TITLE
620 018204

STATUTORY WARRANTY DEED

THE GRANTOR(S) Frances Hollingsworth, an unmarried person
for and in consideration of Ten And No/100 Dollars (\$10.00) , and other valuable consideration
in hand paid, conveys, and warrants to William C Breithaupt and Joyce E Breithaupt, husband and wife
the following described real estate, situated in the County of Skagit, State of Washington:

Lot 115, PLAT OF CEDAR HEIGHTS PUD, PHASE 1, according to the plat thereof, recorded
January 19, 2007, under Auditor's File No. 200701190116, records of Skagit County, Washington.

Situated in Skagit County, Washington.

Abbreviated Legal: (Required if full legal not inserted above.)

Tax Parcel Number(s): 4917-000-115-0000, ~~P25811~~ P125011

Subject to: Conditions, covenants, restrictions and easements of record and Skagit County Right to
Farm Ordinance which are attached in Exhibit "A" attached hereto and made a part hereof.

Dated: March 29, 2013

Frances Hollingsworth

Frances Hollingsworth

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

20131116
MAR 29 2013

Amount Paid \$ 3894.30
Skagit Co. Treasurer
By *ham* Deputy

STATUTORY WARRANTY DEED

(continued)

State of WA

County of Skagit

I certify that I know or have satisfactory evidence that

Frances Hollingsworth
She is/are the person(s) who appeared before me, and said person(s) acknowledged that (he/she/they) signed this of instrument and acknowledged it to be (his/her/their) free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 3-29-13

Cassandra M Mitchell
Name: Cassandra M Mitchell
Notary Public in and for the State of WA
Residing at: Mt Vernon, WA
My appointment expires: 3-10-17

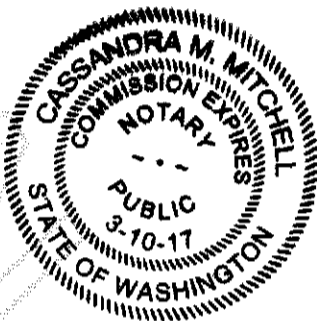


EXHIBIT "A"
Exceptions

1. Terms, conditions, and restrictions of that instrument entitled Mound Fill System Installation Conditional Agreement:

Recorded: August 31, 1987
Auditor's No(s): 8708310002
Affects: West 165 feet of the North 528 feet of the East Half of the Northeast Quarter of the Southwest Quarter of Section 22, Township 34 North, Range 4 East of the Willamette Meridian

2. Agreement, including the terms and conditions thereof, entered into:

By: Lee M. Utke, Grantor
And Between: Cedar Heights, LLC, Grantee
Recorded: November 22, 2005
Auditor's No. 200511220026
As Follows: Grantee agrees to pay all costs associated to plat the new subdivision, including sewer hookup fees for existing house. Grantee agrees that Grantor's existing house shall have a storm drain connection. Grantee agrees,
if overhead lines to existing house are required to be relocated, it will be at Grantee's expense.

3. Easement, including the terms and conditions thereof, granted by instrument(s):

Recorded: May 22, 2006
Auditor's No(s): 200605220169
In favor of: Puget Sound Energy, Inc.
For: Electric transmission and/or distribution line, together with necessary appurtenances

4. Easement, including the terms and conditions thereof, granted by instrument(s):

Recorded: May 22, 2006
Auditor's No(s): 200605220170
In favor of: Puget Sound Energy, Inc.
For: Electric transmission and/or distribution line, together with necessary appurtenances
Affects: A strip of land 10 feet in width with five feet on each side of the centerline of grantee's facilities as now constructed, to be constructed, extended or relocated lying within the above described parcel. This easement description may be superseded at a later date with a surveyed description provided at no cost to Grantee.

5. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the map of said tract/plat;

Purpose: All necessary slopes for cuts and fills and continued drainage of roads
Affects: Any portions of said Land which abut upon streets, avenues, alleys, and roads and where water might take a natural course

6. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, dedications, building setback lines, notes and statements, 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 face of said PLAT CEDAR HEIGHTS PUD 1 PHASE 1:

Recording No: 200701190116



EXHIBIT "A"

Exceptions

7. Covenants, conditions, restrictions and easements 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: January 19, 2007
Recording No.: 200701190117

Modification(s) of said covenants, conditions and restrictions:

Recorded: May 23, 2007, June 20, 2007 and January 11, 2008
Recording No.: 200705230184, 200706200115 and 200801110076

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

Recorded: January 19, 2007 and May 31, 2007
Auditor's No(s): 200701190117 and 200705310139
Imposed By: Cedar Heights PUD No. 1 Homeowners Association

9. Terms, conditions, and restrictions of that instrument entitled Agreement to Participate in the Intersection Improvements for Division Street and Waugh Road:

Recorded: January 19, 2007
Auditor's No(s): 200701190118

10. Covenants, conditions, restrictions and easements 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: May 31, 2007
Recording No.: 200705310139

Modification(s) of said covenants, conditions and restrictions:

Recording Date: June 20, 2007
Recording No.: 200706200116

11. Terms, conditions, and restrictions of that instrument entitled Skagit County Right to Farm Disclosure:

Recorded: May 29, 2009
Auditor's No(s): 200905290132

12. Assessments, if any, levied by City of Mount Vernon.

13. City, county or local improvement district assessments, if any.

General and special taxes and charges, payable February 15; delinquent if first half unpaid on May 1 or if second half unpaid on November 1 of the tax year.



EXHIBIT "A"

Exceptions

SKAGIT COUNTY RIGHT TO FARM ORDINANCE

If your real property is adjacent to property used for agricultural operations, or included within an area zoned for agricultural purposes, you may be subject to inconvenience or discomfort arising from such operations, including but not limited to, noise, odors, flies, fumes, dust, smoke, the operation of machinery of any kind during a twenty-four (24) hour period (including aircraft), the storage and disposal of manure, and the application by spraying or otherwise of chemical fertilizers, soil amendments, herbicides and pesticides. Skagit County has determined that the use of real property for agricultural operations is a high priority and favored use to the county and will not consider to be a nuisance those inconveniences or discomforts arising from agricultural operations, if such operations are consistent with commonly accepted good management practices and comply with local, State and Federal laws.

