

After recording return to:

**Oren C. Wilson**  
**Kathi A. Wilson**  
**148 N Township St**  
**Sedro Woolley, WA 98284**



201407110092

Skagit County Auditor \$79.00  
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Reference: 40129604- -S03- -KS6

**STATUTORY WARRANTY DEED**

THE GRANTOR(S) **Ryan D. Ott and Lindsey R. Ott**,  
formerly known as Lindsey Barr, husband and  
wife

LAND TITLE OF SKAGIT COUNTY

148848-0

for and in consideration of Ten (\$10.00) Dollars and other good and valuable consideration

in hand paid, conveys and warrants to **Oren C. Wilson and Kathi A. Wilson, husband and wife**

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

**Please see legal description as Exhibit "A" and by this reference made a part hereof**

Subject to: Those items specifically set forth on Exhibit "B" attached hereto.

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

Lot 23, Thyme Square BSP

Tax Parcel Number(s): 8062-000-023-0000

Statutory Warranty Deed

CW Title

P 123750

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

20142475  
JUL 11 2014

Amount Paid \$1963.<sup>00</sup>  
Skagit Co. Treasurer BB-10-05 (ltr) (1/06)  
By *man* Deputy

Reference: Statutory Warranty Deed 40129604 803 KS6

Dated: July 8, 2014

Ryan D. Ott  
Ryan D. Ott

Lindsey R. Ott  
Lindsey R. Ott

State of Washington

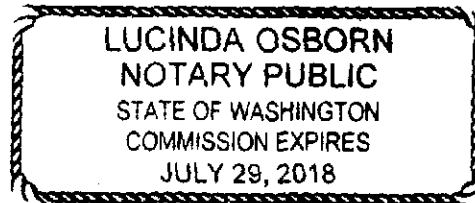
SS:

County of Skagit

On this 8 day of July, 2014, before me personally appeared Ryan D. Ott and Lindsey R. Ott to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.  
Given under my hand and official seal the day and year last above written.

Lucinda Osborn

Notary Public in and for the State of Washington  
Residing at Snohomish County  
My Appointment expires: 7-29-18



LFB 10-05(ltr) (1-06)



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Reference: Statutory Warranty Deed **40129604 803 KS6**

Exhibit "A"

**DESCRIPTION:**

Lot 23, "THYME SQUARE BINDING SITE PLAN," as per plat recorded on November 10, 2005, under Auditor's File No. 200511100117, records of Skagit County, Washington.

Situate in the City of Sedro-Woolley, County of Skagit, State of Washington.



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LPB 10-05(ltr) (1-06)

Exhibit "B"

EXCEPTIONS:

A. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Grantee: Puget Sound Energy, Inc., a Washington Corporation  
 Purpose: The right to construct, operate, maintain, repair, replace and enlarge an underground electric transmission and/or distribution system  
 Area Affected: A non-exclusive perpetual easement over, under, along, across, and through a strip of land 10 feet in width with 5 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.  
 Dated: February 2, 2005  
 Recorded: February 14, 2005  
 Auditor's No.: 200502140150

B. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Grantee: Puget Sound Energy, Inc., a Washington Corporation  
 Purpose: The right to construct, operate, maintain, repair, replace and enlarge an underground electric transmission and/or distribution system  
 Area Affected: A non-exclusive perpetual easement over, under, along, across, and through a strip of land 10 feet in width with 5 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.  
 Dated: Not disclosed  
 Recorded: February 14, 2005  
 Auditor's No.: 200502140151

C. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Grantee: Public Utility District No. 1 of Skagit County, Washington, a municipal corporation  
 Purpose: Construction and maintenance of a water and communication, lines or other similar public services 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 lines or related facilities, along with necessary appurtenances for the transportation and control of water and electronic information on facilities  
 Area Affected: See instrument for full particulars  
 Dated: July 11, 2005  
 Recorded: July 18, 2005  
 Auditor's No.: 200507180085



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EXCEPTIONS CONTINUED:

D. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Grantee: The Great American Dream, Inc., a Washington corporation and J. Ellis Properties, LLC, a Washington limited liability company  
Purpose: A non-exclusive easement for ingress and egress only  
Area Affected: See instrument for full particulars  
Dated: November 2, 2005  
Recorded: November 10, 2005  
Auditor's No.: 200511100115

E. COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN DECLARATION OF PROTECTIVE RESTRICTIONS, AS HERETO ATTACHED

Declaration Dated: November 2, 2005  
Recorded: November 10, 2005  
Auditor's No.: 200511100116  
Executed By: The Great American Dream, Inc.

F. Declaration and dedication shown on the face of the Plat, as follows:

"Know all peoples by these presents that the undersigned, being owners, hereby declare this binding site plan and dedicate and convey forever to Lots 1-24 an undivided interest in Tracts B, C, D, E, F, G and H, as shown on this plan, as defined hereon and dedicate and convey forever to Lots 1-25 an undivided interest in the Tract A, as shown on this plan, as defined hereon. Said undersigned owners also hereby dedicate to the public for road and utility purposes, the East 10 feet of Lot 25, as well as the easements to the public and to the City of Sedro-Woolley, for purposes stated on the plan herein."

G. Notes contained on the face of the Plat, as follows:

- 1.) Access to stormwater facilities and sanitary sewer manholes and clean-outs to remain unobstructed for inspection and maintenance of the systems.
- 2.) Certification, as contained herein, comprises the declaration of the surveyors professional judgment. It does not constitute a warranty or a guarantee, expressed or implied, nor does it relieve any other party of their responsibility to abide by contract documents, applicable codes, standards, regulations, and ordinances.
- 3.) All lot corners and the points of curvature are marked on the ground with a rebar and plastic plug marked "Summit 32169" unless otherwise noted.
- 4.) No permanent building, deck, fencing or other structure shall be erected within the easements.
- 5.) Lot ownership shall have an undivided interest in tracts in accordance with the declaration and dedication described above. Tract "A" shall be for the purposes of providing access and utilities to the binding site plan. Tract "A" shall remain the undivided interest of all lot ownerships until such time as said tract may be dedicated to the public for road and utility purposes.



**EXCEPTIONS CONTINUED:**

**G. (Continued):**

- 6.) Tract "B" shall remain as a private access to all lots of this binding site plan, except Lot 25.
- 7.) The private play area, Tract "C" is to remain an open private recreation area for the use of the lot owners and their guests.
- 8.) Tracts D, E, F, G, and H are for use as private pedestrian ingress and egress and for private utility purposes unless noted otherwise.
- 9.) All Tracts shown on the binding site plan are private, along with the stormwater facilities and roads therein. The Homeowners Association shall be responsible for maintaining said roadways and stormwater facilities in good operating and aesthetic condition. The City of Sedro-Woolley and P.U.D. #1 have easements over and under the various lots and tracts as shown on the plan herein, for maintenance, repair and construction of the facilities owned by said City & P.U.D. #1.
- 10.) All roof and footing drains shall be connected to the on-site storm drain system provided.
- 11.) Plat Number and date of approval shall be included in all deeds and contracts.
- 12.) Notes -
  - Zoning - R15, Multifamily zone
  - Sewage - City of Sedro-Woolley
  - Storm - City of Sedro-Woolley
  - Water - Skagit P.U.D. #1
  - Power - Puget Sound Energy
  - Phone - Verizon
  - Gas - Cascade Natural Gas.

**H. Utility Easement Provisions as described and/or delineated on the face of the Plat, including the following:**

**UTILITY EASEMENT PROVISIONS -**

1.) A non-exclusive easement is hereby reserved for and granted to the City of Sedro-Woolley; Public Utility District No. 1 of Skagit County; Puget Sound Energy, Inc., Cascade Natural Gas Corporation; Verizon; and AT&T Cablevision, and their respective successors and assigns under and upon the front ten (10) feet of all lots, as shown on the plan herein, abutting public & private rights of way or access easements, 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 services 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 for all unnecessary damage it causes to any real property owner in the subdivision by the exercise of rights and privileges herein granted. All property owners are prohibited from building dwelling structures, garages, carports, and other improvements which may interfere with the uses and purposes stated herein, within said easements, except for driveways, sidewalks, and vegetative landscaping or as defined in the applicable conditions, covenants, and restrictions. Other than as stated, any structure placed within said easements by a lot owner or owners, shall not be compensated for loss in the event the grantee of said easement(s) has need to exercise their rights as stated herein.



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**EXCEPTIONS CONTINUED:**

H. (Continued):

**PUD UTILITY EASEMENT -**

2.) Easements are granted to Public Utility District No. 1 of Skagit County, Washington, a municipal corporation, its successors or assigns, the perpetual right, privilege, and authority enabling the District to do all things necessary or proper in the construction and maintenance of a water, and communication line, lines 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 lines or related facilities, along with necessary appurtenances for the transportation of water, and communication lines 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 lands of the Grantor which, in the opinion of the district, 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 vested in the District.

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 General Manager of the District. 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 District's use of the easement.

**CITY OF SEDRO-WOOLLEY UTILITY EASEMENT -**

3.) Easements are granted to the City of Sedro-Woolley, Washington, a municipal corporation, its successors or 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, lines 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 similar public services over, across, along, in, and under the lands as shown on this plat together with the right of ingress 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 lands of the grantor which, in the opinion of the City, constitutes a menace or a 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 vested in the City.

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.



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**EXCEPTIONS CONTINUED:**

**I. Impact Fee Notice disclosed on the face of the Plat, as follows:**

Any lot within this subdivision may be subject to impact fees payable on issuance of a building permit as outlined in the City of Sedro-Woolley Ordinance, applicable at the time of building permit application.

**J. Matters pertaining to location of a non-exclusive 10 foot wide public and private sidewalk easement, mailbox easements, 20 foot sanitary sewer easements and building setback lines, as delineated on the face of the Plat.**

**K. MEMORANDUM OF EASEMENT AND THE TERMS AND CONDITIONS THEREOF:**

Grantor:	Comcast Washington IV, Inc., its successors and assigns
Grantee:	Great American Dream, Inc.
Purpose:	Service/Access and installation agreement
Area Affected:	Grantee provides certain broadband communications services to the premises commonly known as Cultus Mountain View Townhomes
Dated:	May 17, 2006
Recorded:	February 14, 2007
Auditor's No.:	200702140052



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