

When recorded return to:

Mrs. and Mr. Joan M. Amby
429 Brittany St.
Mt. Vernon, WA 98274



201510150097

Skagit County Auditor \$77.00
10/15/2015 Page 1 of 5 2:53PM

Filed for Record at Request of
Attorney's Title Of Washington, Inc.
Escrow Number: TCI-42023

15 2739-5

Land Title and Escrow Statutory Warranty Deed

THE GRANTORS Renee L. Cutler and Ronald T. Cutler, wife and husband for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to Joan M. Amby and Reuben JC Edinger, wife and husband the following described real estate, situated in the County of Skagit, State of Washington

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
2015 4221
OCT 15 2015

Abbreviated Legal:

Lot 20, Cedar Heights West.

Amount Paid \$ 4232.⁵⁰
Skagit Co. Treasurer
By *HB* Deputy

AS ATTACHED HERETO AS EXHIBIT "A" AND BY THIS REFERENCE INCORPORATED
HEREIN

Grantee herein is prohibited from conveying captioned property for any sales price for a period of 30 days from the date of this deed. After this 30 day period, Grantee is further prohibited from conveying the property for a sales price of greater than \$(120% of sales price - \$285,000.00) until 90 days from the date of this deed. These restrictions shall run with the land and are not personal to the Grantee

Tax Parcel Number(s): P125086

Dated October 8, 2015

Ronald T. Cutler

Ronald T Cutler

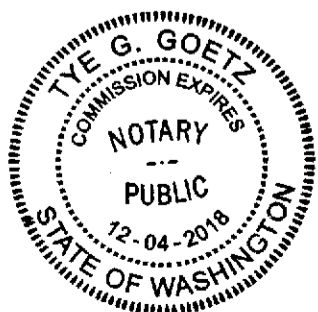
Renee L. Cutler

Renee L Cutler

STATE OF WASHINGTON
COUNTY OF SKAGIT } SS:

I certify that I know or have satisfactory evidence that Ronald T. Cutler and Renee L. Cutler 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: OCTOBER 12TH 2015



Notary Public in and for the State of
Washington
Residing at TACOMA
My appointment expires: DEC-4-2018

EXHIBIT A

Lot 20, "PLAT OF CEDAR HEIGHTS WEST," as per plat recorded September 22, 2006, under Auditor's File No. 200609220186, records of Skagit County, Washington.

Situate in the City of Mount Vernon, County of Skagit, State of Washington.

SUBJECT TO:

COVENANTS, CONDITIONS, AND RESTRICTIONS CONTAINED IN INSTRUMENT:

Recorded: July 14, 2005
Auditor's File No.: 200507140123 and 200507140124
As follows:

"The above described property will be combined or aggregated with contiguous property owned by the purchaser. This boundary adjustment is not for the purposes of creating an additional building lot."

COVENANTS, CONDITIONS, AND RESTRICTIONS CONTAINED IN INSTRUMENT:

Recorded: November 22, 2005
Auditor's File No.: 200511220026
As follows:

"The above described property will be combined or aggregated with contiguous property owned by the grantee. This boundary adjustment is not for the purposes of creating an additional building lot."

Said instrument is a re-record of instrument recorded July 14, 2005 and July 22, 2005, under Auditor's File Nos. 200507140125 and 200507220135, respectively.

COVENANTS, CONDITIONS AND RESTRICTIONS, CONTAINED IN DEED:

Recorded: November 22, 2005
Auditor's No.: 200511220026
Executed By: Lee M. Utke, an unmarried individual and Cedar Heights, LLC,
a Washington Limited Liability Co.

As Follows:

"The Grantor herein conveys said real property SUBJECT TO the following conditions:

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."

Said instrument is a re-record of instrument recorded July 14, 2005 and July 22, 2005, under Auditor's File Nos. 200507140125 and 200507220135, respectively.

AN EASEMENT AFFECTING THE PORTION OF SAID PREMISES AND FOR THE PURPOSES STATED HEREIN, AND INCIDENTAL PURPOSES, AS RESERVED IN INSTRUMENT HEREIN SET FORTH:

For: 37.00 foot wide easement for ingress and egress and utilities
Reserved By: Cedar Heights, LLC, a Washington Limited Liability Co.
Recorded: February 7, 2005
Auditor's No: 200502070183
Affects: Affects that portion owned by Woodmansee)

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

- 1.) Zoning Classification – R-1, 4.0 single family residential.
This development is utilizing the City of Mount Vernon Cluster Ordinance based upon City of Mount Vernon's desire to create developments utilizing a net density of four units per acre. The City Planning is allowing a 20% reduction from the minimum allowable lot size of 9,600 sq. ft. to a minimum of 7,680 sq. ft.
- 2.) Sewage Disposal – City of Mount Vernon
- 3.) Storm Drainage – City of Mount Vernon
- 4.) Street Standard – City of Mount Vernon
- 5.) Water – Skagit County P.U.D. No. 1.
- 6.) Power – Puget Sound Energy
- 7.) Telephone – Verizon Northwest
- 8.) Gas – Cascade Natural Gas
- 9.) Television Cable – Comcast Corporation
- 10.) Garbage collection – City of Mount Vernon, solid waste collection for lots shall be at the edge of the public right of way.
- 11.) All lots within this subdivision are subject to impact fees for schools, fire, parks and any other city impact fees, payable upon issuance of a building permit.
- 12.) All homes shall be built on site and no modular or manufactured homes are permitted.
- 13.) Siltation control devices may be required for each lot during home construction or subsequent soil disturbances. See City of Mount Vernon Engineering Department for details.

UTILITIES AND SIDEWALK EASEMENTS -

An easement is hereby reserved for and granted to the City of Mount Vernon, Public Utility District No. 1, Puget Sound Energy, Verizon Northwest, Cascade Natural Gas Corp. and Comcast Corporation and their respective successors and assigns under and upon the exterior twelve (12) feet of front boundary lines of all lots and tracts as shown on the face of this plat and other utility easements, if any, shown on the face of this plat, for sidewalk purposes and in which to install, lay, construct, renew, operate, maintain and remove utility systems, lines, fixtures, appurtenances attached thereto, for the purpose of providing utility services and pedestrian access 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 owned in the subdivision by the exercise of rights and privileges herein granted.

PRIVATE DRAINAGE EASEMENTS-

Easements for the purpose of conveying local storm water runoff are hereby granted in favor of all abutting private lot owners in the areas designated as private drainage easements. The maintenance of private easements established and granted herein shall be the responsibility of, and the costs thereof shall be borne equally by the present and future owners of the abutting private lot owners and their heirs, owners 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.

P.U.D. UTILITY EASEMENT -

Easements (within utility easements, as shown hereon) are granted to Public Utility District No. 1 of Skagit County, Washington, a municipal corporation, its successors or assigns, the perpetual right, privilege, an authority enabling the district to do all things necessary or proper in the construction and maintenance of a water 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 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 grantors 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.

Matters delineated or disclosed on face of plat, including but not limited to the following (See plat for full particulars):

- sidewalk and utilities easements
- building setback lines
- buffers
- private drainage easements
- temporary 'turn-around' easement.

COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS AND PROVISION FOR THE LEVYING OF ASSESSMENTS CONTAINED IN DECLARATION AS HERETO ATTACHED:

Declaration Dated: October 18, 2006
Recorded: October 19, 2006
Auditor's No.: 200610190062
Executed By: Cedar Heights LLC, etal

EASEMENT AND TERMS AND CONDITIONS THEREOF:

Disclosed By: Plat of said addition
Purpose: Private drainage
Area Affected: South and East 10 feet

EASEMENT AND TERMS AND CONDITIONS THEREOF:

Disclosed By: Plat of said addition
Purpose: Sidewalk and utilities
Area Affected: As shown on face of plat West 12 feet