

WHEN RECORDED RETURN TO:

Name: Donald W. Frazier and Kathren T. Novack
Address: 1550 Wildflower Way
Sedro Woolley, WA 98284

Escrow Number: 803777RT
Filed for Record at Request of: *Rainier Title, LLC*

Land Title
204446-LT

STATUTORY WARRANTY DEED

THE GRANTOR(S), Alexander Fennel and Kailee Hickey, now known as Kailee Fennel, a married couple for and in consideration of Ten dollars and Zero cents (\$10.00) and other good and valuable consideration in hand paid, conveys, and warrants to **Donald W. Frazier and Kathren T. Novack, husband and wife** the following described real estate, situated in the County of Skagit, State of Washington:

Lot 22, "SAUK MOUNTAIN VIEW ESTATES NORTH, A PLANNED RESIDENTIAL DEVELOPMENT, PHASE 1, WILDFLOWER," recorded on May 9, 2003, under Auditor's File No. 200305090001, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

Subject to: See attached Exhibit A, which is made a part hereof by this reference.

Abbreviated Legal: Lot 22, Sauk Mountain View Estates North, PUD Phase 1, Wildflower

Tax Parcel Number(s): P120327

Dated: February 25, 2022

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Affidavit No. 2022-765

Feb 28 2022

Amount Paid \$5605.00
Skagit County Treasurer
By Lena Thompson Deputy

Signature and Notary follow on next page

This page is attached to and made a part of the Statutory Warranty Deed

Alexander Fennel
Alexander Fennel

Kailee Fennel
Kailee Fennel

STATE OF Washington

ss.

COUNTY OF *Snohomish*

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

Dated: *February 26*, 2022

Thu-Thao Le

Name: *Thu-Thao Le*
Notary Public in the State of *WA*
Residing in *Lynnwood*
My Commission Expires: *6/28/2024*

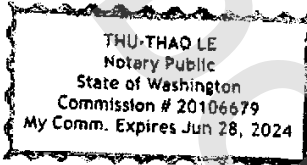


Exhibit A

Subject To:

1. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Grantee: Puget Sound Power & Light Company
Purpose: Electric transmission and/or distribution line, together with necessary appurtenance
Area Affected: Said plat
Recorded: November 5, 1985
Auditor's No.: 8511050073

2. Terms and conditions of City of Sedro-Woolley Ordinance No. 1418-02 as recorded March 29, 2002, under Auditor's File No. 200203290182.

3. AGREEMENT REGARDING CONDITIONS OF ANNEXATION AND THE TERMS AND CONDITIONS THEREOF

Between: City of Sedro-Woolley, a Washington Municipal Corporation
And: S-W Land Company, LLC, a Washington Limited Partnership, et al
Dated: January 9, 2002
Recorded: April 2, 2002
Auditor's No.: 200204020058

NOTE: Said Agreement is a re-record of Agreement recorded on March 29, 2002, under Auditor's File No. 200203290183.

4. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Grantee: Puget Sound Energy, Inc., a Washington Corporation
Purpose: The right to construct, operate, maintain, repair, replace, improve, remove, enlarge, and use the Easement Area for one or more utility systems for purposes of transmission, distribution and sale of gas and electricity, together with the right of access over and across said Property to enable Grantee to exercise its rights hereunder.
Area Affected: That portion of the Property (the "Easement Area" herein) that is ten (10) feet in width having five (5) feet of such width on each side of the centerline of Grantee's systems located as constructed or to be constructed, extended or relocated on the Property, except those portions of the Property occupied by building footings, foundations, and/or subsurface structures.
Dated: October 11, 2002
Recorded: October 17, 2002
Auditor's No.: 200210170076

5. AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

Between: City of Sedro Woolley
And: Dukes Hill, L.L.C., a Washington limited liability company -et al
Recorded: May 7, 2003
Auditor's No.: 200305070171
Regarding: Development Agreement
Affects: Said premises and other property

Said instrument is a re-recording of instrument(s):

Recorded: March 26, 2003
Auditor's File No.: 200303260180

AMENDED BY INSTRUMENTS:

Dated: April, 29, 2003, May 31, 2003, and January 29, 2004

Recorded: May 7, 2003, June 9, 2003, and February 3, 2004

Auditor's Nos.: 200305070172, 200306090031 and 200402030145, respectively

6. COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS CONTAINED IN DECLARATION(S) OF RESTRICTIONS, 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: May 9, 2003

Auditor's Nos.: 200305090002

AMENDED BY INSTRUMENTS:

Recorded: June 15, 2004, April 29, 2005, July 18, 2005, August 8, 2005, September 16, 2005, October 26, 2005 and January 23, 2006

Auditors Nos.: 200406150130, 200504290152, 200507180167, 200508080137, 200509160050, 200510260044, 200601230191 and 200605030049

7. COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS CONTAINED IN INSTRUMENT(S), BUT OMITTING ANY COVENANT OR RESTRICTIONS, IF ANY, 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 LAW OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTIONS PERMITTED BY LAW:

Recorded: July 18, 2005

Auditor's Nos.: 200507180165

8. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

By and Between: Sauk Mountain Village, L.L.C., a Washington Limited Liability Company and Sauk Mountain View Estate North – Phase III/IV Homeowners Association

Purpose: Critical Protection Area and Conservation Easement

Recorded: July 18, 2005

Auditor's No.: 200507180166

9. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Grantee: Lot owners

Purpose: Exclusive use easement for driveways and detached garages

Area Affected: Said premises and other property

Recorded: February 24, 2006

Auditor's No.: 200602240144

10. COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, NOTES, DEDICATIONS, PROVISIONS AND SURVEY MATTERS AS DESCRIBED AND/OR DELINEATED ON THE FACE OF SAID PLAT OR SHORT PLAT:

Plat/Short Plat: Sauk Mountain View Estates North Phase I - Wildflower

Recorded: May 9, 2003

Auditor's No.: 200305090001

11. AGREEMENT AND THE TERMS AND CONDITIONS THEREOF

Between: City of Sedro-Woolley
And: Dukes Hill, L.L.C., a Washington limited liability company, et al
Recorded: February 3, 2004
Auditor's No.: 200402030145
Providing: Development Agreement regarding obligations arising from Development approval
Affects: Said premises and other property

Said instrument is a re-recording of instrument recorded January 29, 2004, under Auditor's File No. 200401290098.

AMENDED BY INSTRUMENT:

Recorded: April 3, 2000
Auditor's No.: 200403020063

12. AGREEMENT AND THE TERMS AND CONDITIONS THEREOF

Between: City of Sedro-Woolley
And: Sauk Mountain Village LLC, et al
Recorded: June 9, 2003
Auditor's No.: 200306090031

13. Buyer is aware that the property may be subject to the Skagit County right to Farm Ordinance, Skagit County Code section 14.48, which states:

"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 inconveniences or discomforts arising from such operations, INCLUDING BUT NOT LIMITED TO NOISE, ODORS, FLIES, FUMES, DUST SMOKE THE OPERATION OF MACHINERY OF ANY KIND DURING ANY 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.

14. ASSESSMENT DISCLOSED BY INSTRUMENT INCLUDING THE TERMS AND CONDITIONS THEREOF

Between: D.B. Johnson Construction, Inc., and LIR LLC
And: Future owners, assigns, heirs and successors in interest
Recorded: February 16, 2006
Auditor's No.: 200602160122
For: Transfer fees
Amount: 1.5% of the total price

NOTICE OF PARTIAL RELEASE AND THE TERMS AND CONDITIONS THEREOF:

Recorded: February 23, 2006
Auditor's No.: 200602230072

17. Municipal assessments and impact fees, if any, levied by City of Sedro Woolley.
18. Assessments, if any, due and owing Wildflower Homeowners Association.
19. Transfer Fees payable to LIR, LLC in the amount of 1.5% of the sales price of each transfer as defined in Section 1.12 of that certain Declaration of Covenant by D. B. Johnson Construction, Inc. recorded February 16, 2006, under Auditor's File No. 200602160122 and Notice of Transfer Fee Obligation recorded December 30, 2011, under Auditor's File No. 201112300122

End of Exhibit A