

11
KATHY HILL
SKAGIT COUNTY AUDITOR

99 JUN 21 P12:36

9906210084

RECORDED _____ FILED _____
REQUEST OF _____

Name Mike Brewer

Address 1101 E. State Street

City, State, Zip Sedro Woolley, WA 98284

P-90210
LAND TITLE COMPANY OF SKAGIT COUNTY

STATUTORY WARRANTY DEED

Reference # (If applicable):

Grantor(s): (1)BLACKBERRY DEVELOPMENT Ltd. (2)

Grantee(s): (1)MIKE BREWER (2)

Additional Grantor(s) on pg. Additional Grantee(s) on pg.

Legal Description (abbreviated): LOTS 57 AND 58, THE MEADOW PHASE II Additional legal(s) on page 2

Assessor's Tax Parcel ID# 4638-000-057-0006 AND 4638-000-058-0007

THE GRANTOR BLACKBERRY DEVELOPMENT, Ltd., a Washington Corporation,
for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION
in hand paid, conveys and warrants to MIKE BREWER, A MARRIED MAN,
the following described real estate, situated in the County of SKAGIT, State of Washington:

29941
SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

AS PER EXHIBIT A, AND BY THIS REFERENCE MADE A PART HEREOF.

JUN 21 1999

Dated

June 17, 1999

BLACKBERRY DEVELOPMENT Ltd., - President
DEREK STEBNER



Amount Paid \$ 1050.26
Skagit County Treasurer
100 Denny

State of Washington
County of

On this day personally appeared before me
to me known to be the individual described in and who
executed the within and foregoing instrument, and
acknowledged that he signed the same as his free and
voluntary act and deed, for the uses and purposes therein
mentioned.

GIVEN under my hand and official seal this .

Notary Public in and for the State of Washington,
residing at . My appointment expires .

State of Washington
County of WHATCOM

I certify that I know or have satisfactory evidence that
DEREK STEBNER is the person(s) who appeared
before me, and said person(s) acknowledged that he
signed this instrument, on oath stated that he was
authorized to execute the instrument and acknowledged
it as the PRESIDENT of BLACKBERRY
DEVELOPMENT Ltd. to be the free and voluntary act
of such party for the uses and purposes mentioned in the
instrument.

Shelly A. Varner
Notary Public in and for the State of Washington,
residing at Bellingham My appointment expires .
5/28/2001

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BK 2007 PG 0651

EXHIBIT A - LEGAL DESCRIPTION

LOTS 57 AND 58, "THE MEADOW PHASE II", AS PER PLAT RECORDED IN VOLUME 16 OF PLATS, PAGES 1 THROUGH 7, INCLUSIVE, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

SUBJECT TO:

A. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Grantee: City of Mount Vernon
Purpose: Sewer pipe or pipes, line or lines
Area Affected: West 15 feet of The Meadows
Dated: February 19, 1959
Recorded: April 3, 1959
Auditor's No.: 578556

B. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Grantee: Puget Sound Power & Light Company, a Washington Corporation
Purpose: An underground electric transmission and/or distribution system
Area Affected: Easement No. #1: All streets and road right-of-ways as now or hereafter designed, platted, and/or constructed within the above described property. (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 and spaces located within the above described property being parallel to and coincident with the boundaries of all private/public street and road right of ways. Except all residential lots fronting Hoag Road the strip of land parallel to and coincident with the Hoag Road Right of Way shall be 5 feet in width.
Dated: September 2, 1993
Recorded: September 9, 1993
Auditor's No.: 9309090091

C. DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS INCLUDING TERMS AND CONDITIONS THEREOF:

Executed By: The Meadows Associates
Recorded: May 19, 1994
Auditor's No.: 9405190106

D. Right of the public to make necessary slopes for cuts or fills upon property herein described in the reasonable original grading of streets, avenues, alleys and roads, as dedicated in the plat.

- Continued -

E. An easement is hereby reserved for and granted to Public Utility District No. 1 of Skagit County, Puget Sound Power and Light Co., Inc., Cascade Natural Gas Corporation, G.T.E., T.C.I. Cablevision of Washington, Inc., and their respective successors and assigns under and upon the exterior seven (7) feet of front and five (5) feet of side boundary lines and under and upon the exterior ten (10) feet of rear boundary line of all lots and tracts 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.

F. Notes on Dedications as shown on Short Plat:

Tract 995 is to be maintained by and is hereby dedicated to the City of Mount Vernon for sewer line access.

Tract 996 is to be maintained by and is hereby dedicated to the City of Mount Vernon for sewer line access.

Tract 997 is to be maintained by The Meadow P.U.D. Homeowners Association until such time that the City of Mount Vernon requires it for public street purposes.

Tract 998 is private and is to be maintained by The Meadow P.U.D. Homeowners Association for purposes of recreation, open space, and storm water control.

Tract 999 is private and is to be maintained by The Meadow P.U.D. Homeowners Association for the purpose of recreational vehicle parking.

G. Restrictions shown on face of short plat:

1. No further subdivision of any lot without resubmitting for formal plat procedure.

2. Any lot within this subdivision may become subject to impact fees payable upon issuance of a building permit in the event such fees are hereafter imposed by ordinance of the City of Mount Vernon on either an interim or permanent basis.

3. New homes along the West boundary of this subdivision (Lots 69 through 79) shall be limited to single story structures, a maximum of Twenty feet in height.

4. Where landscaping areas are required along street frontages, no shrubs shall be higher than thirty-six inches and no tree shall have branches or foliage below five feet or placed within twenty feet of the corner of a driveway, alley, or street intersection.

5. Lot owners shall be responsible for installation of downspout infiltration system, as per detail 3/4-15, Sheet 15 of "The Meadow" construction plans, approval date September 7, 1993. Same downspout infiltration system shall be operational prior to issuance of certificate of occupancy, and the maintenance of same shall be the responsibility of the pertinent lot owners.

6. Vehicular access for Lots 1 through 6, 82, 83, 84 and Tract 999 shall be from Meadow Boulevard or Hemlock Place and not from Hoag or the Meadow Boulevard entrance to Hoag Road.

H. Easements are granted to Public Utility District No. 1 of Skagit County, Washington, a municipal corporation, its successors and assigns, the perpetual right, privilege, and authority enabling the P.U.D. 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 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, timber, trees 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 or to persons or property by reason of proximity to the line. The Grantor agrees that title to all timber, brush, trees, 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 districts use of the easement.

I. EASEMENT AND TERMS AND CONDITIONS THEREOF:

Disclosed By:
Purpose:
Area Affected:

Plat of said addition
Building setbacks
As shown

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