

Jay Swalwell



199911240102

Kathy Hill, Skagit County Auditor

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AFTER RECORDING MAIL TO:

Stanley R. Byrd, Inc., P.S.  
2150 North 107th Street, #150  
Seattle, WA 98133

### WARRANTY DEED

Documentary Transfer Tax -0-  
No Title Search Done

For consideration of inheritance JAHUE B. SWALWELL, Trustee of the MINNIE JO SWALWELL LIVING TRUST dated April 27, 1999, does hereby convey and warrant all interest in and to the following described real property in the county of Skagit, State of Washington to:

JAHUE B. SWALWELL, individually

RANCHO SAN JUAN DEL MAR SUB-DIV 1 PTN TR B & BAC RD BEG 134.99 FT S & 485.49 FT. W OF NE C SD TR B THE N LI TR B BE -ARS N 89-14 W TH S 45-13 W L 83.07 FT TO ELI OF 40.0 FT RD R/W TH S 29-24 E ALG SED RD LI 33.555 FT TH S 32-52 E ALG SD RD LI L 06.85 FT TH N 33-22 E 241.06 FT TH N 65-01 W 66.70 TH N 44-47 W 26.80 FT TPB.

(See attached for complete legal description)

Tax Parcel No. 3972-000-096-0102

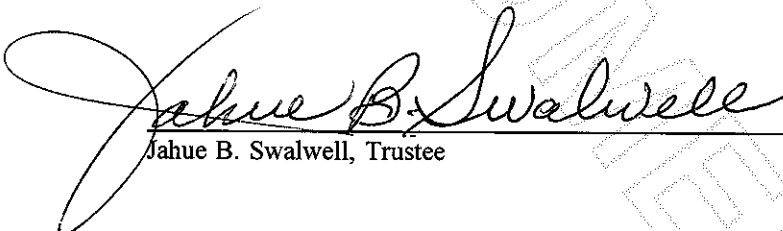
Commonly Known As:  
11483 N Del Mar Dr., Anacortes, WA 98221

32642  
SKAGIT COUNTY WASHINGTON  
Real Estate Excise Tax

NOV 24 1999

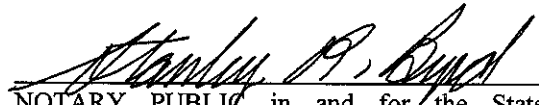
Amount Paid \$  
Skagit Co. Treasurer  
By Deputy

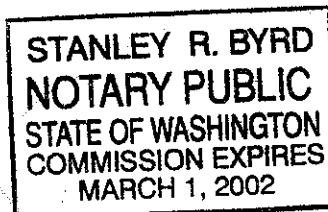
DATED: November 23, 1999

  
Jahue B. Swalwell, Trustee

STATE OF WASHINGTON     )  
                                      )ss  
COUNTY OF KING         )

On November 23, 1999, personally appeared before me JAHUE B. SWALWELL known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this document and acknowledged that he executed the same.

  
\_\_\_\_\_  
NOTARY PUBLIC in and for the State of  
Washington, residing at Seattle, Washington  
My commission expires 3/1/02  
Stanley R. Byrd



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EXHIBIT A

That portion of Tract B and the vacated Road adjacent the reto in Rancho San Juan Del Mar subdivision No. 1 Plat, described as follows:

Beginning at a point 134.99 Ft. South and 485.49 Ft. West of the Northeast Corner of said Tract B, the North Line of Tract B bears N 89° 14' W; thence S 45° 13' W- 183.07 Ft. to the East Line of a 40.0 Ft. reserved Roadway; thence S 29° 24' E along said reserved road Line - 33.55 Ft.; thence S 32° 52' E along said reserved road line - 106.85 Ft; thence N 33° 22' E - 241.06 Ft; Thence N 65° 01' W - 66.70 Ft; Thence N 44° 47' W - 26.80 Ft. to the point of beginning

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This Deed shall be subject ot all conditions, restrictions as contained and made of record in the plat in said subdivision (1) of Rancho San Juan del mar , and further subject to the rights of the public to make all necessary slopes for cuts and fills upon the lots, blocks, or tracts shown on the plat in the reasonable original gradeing of all the streets and avenues shown thereon; also easements for roads, watermains, and power lines on such lots, blocks or tracts as is necessary for ingress and egress to adjacent lots, blocks or tracts; and also the right to drain streets over and across any lot or lots where water might take a course after the streets are graded. All lots, tracts, or parcels of land embraced in this plat are subject to and shall be sold only under the following restrictions:

a: No permanent structure or building shall be constructed on any lot, tract or parcel of this plat or adjoining property as designated which does not conform to the Skagit County Zoning Regulations.

b: The lot herein shall be used for dwelling property only and no part thereof shall be used for any dance hall, store, amusement resort or for any commercial purpose of any kind or nature whatsoever.

c: This deed shall further be conditioned that the Vendee shall, within ten years from the date hereof, construct thereon a residence at a value of not less than \$2500.00 and upon his failure to do so, the vendors are granted the absolute right to repurchase the property from the vendee, paying therefor only such amounts as the Vendee has actually paid the Vendors.

d: That the said discribed property shall never be conveyed to more than one owner at the same time, provided that the interpretation of this clause, a husband and wife shall be considered as one owner.

e: Only one main residence to each lot, and any dwelling or structure erected or placed upon any lot, in this subdivision shall be completed as to external appearances within one year from the date of commencement of construction and all residence unites shall be connected to a septic tank and drain field.

f: These covenants are to run with the land and shall be binding an all parties claming under then until January 1, 1975 at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of a mayorty of the then owners of the lots it is agreed to change the said covenants in whole or in patr.

g: If the parties hereto, or any one of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein it shall be lawfull for any person or persons owning any real property situated in said developement or subdivision to prosecute any proceedings or attempting to violate any such comenants and either to prevent him or them from so doing or to recover damages or other dues for such vioption.

h: Invalidation fo any of thesec covenants bo judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.



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