

AFTER RECORDING MAIL TO:

David Carlson
17114 Zoya Drive
Mount Vernon, WA 98274



200108230057
Skagit County Auditor

8/23/2001 Page 1 of 4 11:03:54AM

Filed for Record at Request of
Wells Fargo Escrow Company
Escrow Number: 04-00365-01

P97846

Statutory Warranty Deed

cond title

Grantor(s): Gary D. McCormick and Aina McCormick
Grantee(s): David E. Carlson and Heather M. Carlson
Abbreviated Legal:
Lot 3, "BIG LAKE HEIGHTS"
Additional legal(s) on page:
Assessor's Tax Parcel Number(s): 4680-000-003-0000 P109277

THE GRANTOR Gary D. McCormick and Aina McCormick, Husband and Wife for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to David E. Carlson and Heather M. Carlson, Husband and Wife the following described real estate, situated in the County of Skagit, State of Washington

Lot 3, "BIG LAKE HEIGHTS", as per plat recorded in Volume 16 of Plats, pages 118 through 120, inclusive, records of Skagit County, Washington.

#42535
SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

Situate in the County of Skagit, State of Washington.

Subject to: Schedule "B-1" attached hereto and made a part thereof.

AUG 23 2001

Dated August 21, 2001
[Signature]
Gary D. McCormick

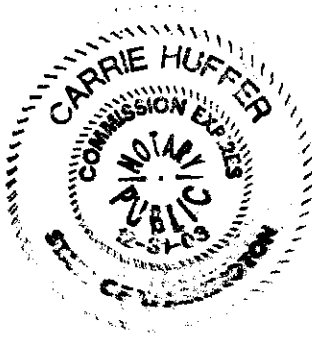
Amount Paid \$ 2009.85
By: *[Signature]*
Skagit County Treasurer
Deputy
[Signature]
Aina McCormick
[Signature]
Attorney in fact

STATE OF Washington }
County of Skagit } SS:

On this 23rd day of August, 2001 before me personally appeared Gary D. McCormick, to me known to be the individual described in and who executed the foregoing instrument for his self and as Attorney in Fact for Aina McCormick and acknowledged that he signed and sealed the same as their free and voluntary act and deed for his self and also as their free and voluntary act and deed as Attorney in Fact for said principal for the uses and purposes therein mentioned, and on oath stated that the Power of Attorney authorizing the execution of this instrument has not been revoked and that the said principal is now living, and is not incompetent. Given under my hand and official seal the day and year last above written.

(Seal)

[Signature]
Carrie Huffer
Notary Public in and for the State of Washington
Residing at Burlington
My appointment expires: December 31, 2003



EXCEPTIONS CONTINUED:

E. Water Pipeline Easement on the face of said Plat, as follows:

"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 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 district's use of the easement."

F. EASEMENT AND TERMS AND CONDITIONS THEREOF:

Disclosed By: Plat of said addition
 Purpose: Drainage
 Area Affected: Northeasterly 15 feet of Lot 16

G. EASEMENT AND TERMS AND CONDITIONS THEREOF:

Disclosed By: Plat of said addition
 Purpose: Drainage
 Area Affected: Northeasterly 15 feet of Lot 17

- Continued -



EXCEPTIONS:

A. TERMS AND CONDITIONS OF DRAINAGE IMPROVEMENT PERMIT:

Recorded: July 10, 1995
Auditor's No.: 9507100104

B. TERMS AND CONDITIONS OF SEWER EXTENSION AGREEMENT:

Recorded: August 14, 1995
Auditor's No.: 9508140065

C. Provisions contained in the Dedication of said Plat, as follows:

"Declare this plat and dedicate to the public forever all roads and ways, except private and corporate roads, shown hereon with the right to make all necessary slopes for cuts and fills, and the right to continue to drain said roads and ways over and across any lot or lots, where water might take a natural course, in the original reasonable grading of the roads and ways shown hereon.

Following original reasonable grading of roads and ways hereon, no drainage waters on any lot or lots shall be diverted or blocked from their natural course so as to discharge upon any public road right of way, or to hamper road drainage. Any enclosing of drainage waters in culverts or drains or re-routing shall be dome by and at the expense of such owner."

D. Easement provisions contained on the face of said Plat, as follows:

"An easement is hereby reserved for and granted to all utilities serving subject plat and their respective successors and assigns, under and upon the exterior ten feet parallel with and adjoining the street frontage of all lots, tracts and common areas in which to install, lay, construct, renew, operate and maintain underground conduits, cables, pipe and wires with necessary facilities and other equipment for the purpose of serving this subdivision and other property with electric, telephone, gas, television cable and other utility services. Together with the right to enter upon the lots and tracts at all times for the purpose herein stated. Drainage easements designated on the plat are hereby reserved for and granted to Skagit County except those designated on the plat as private easements. Together with the right of ingress and egress and the right to excavate, construct, operate, maintain, repair and/or build an enclosed or open channel storm water conveyance system and/or other drainage facilities, under, upon or through the drainage easement."



- Continued -



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EXCEPTIONS CONTINUED:

H. LOW FLOW MITIGATION SUMMARY AND THE TERMS AND CONDITIONS THEREOF

Between: Skagit County
And: Gary McCormick
Recorded: September 20, 2000
Auditor's No.: 200009200007
Regarding:

"This development/project is within 1/2 mile of a "low-flow" stream as designated by the Washington State Department of Ecology, and agree to the following:

The total impervious surface of the property is less than and shall remain less than 5% of the total lot area, unless the proposed development/project provides mitigation that will collect runoff from the proposed development/project, will treat that runoff, if necessary to protect groundwater quality and discharge that collected runoff into a groundwater infiltration system on site."



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, Skagit County Auditor