

**AFTER RECORDING MAIL TO:**

Drell Butler  
916 Garfield Street  
Mount Vernon, WA 98273



200109140160

Skagit County Auditor

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Filed for Record at Request of  
Wells Fargo Escrow Company  
Escrow Number: 04-00352-01

**Statutory Warranty Deed**

Grantor(s): Richard D. Leonard and Julie Leonard  
Grantee(s): Drell J. Butler and Gloria Ann Butler  
Abbreviated Legal:  
Section 19, Township 34, Range 4; Lot 6, MV BSP MV-2-93  
Additional legal(s) on page:  
Assessor's Tax Parcel Number(s): 340419-0-069-1009 R104167

FIRST AMERICAN TITLE CO.

B65652 E-1

THE GRANTOR Richard D. Leonard and Julie Leonard, Husband and Wife for and in consideration of **TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION** in hand paid, conveys and warrants to Drell J. Butler and Gloria Ann Butler, Husband and Wife the following described real estate, situated in the County of Skagit, State of Washington

Lot 6, of the City of Mount Vernon Binding Site Plan No. MV-2-93, B.S.P., entitled "Westfield Place", approved December 14, 1993, and recorded December 15, 1993, under Auditor's File No. 9312150018, in Volume 11 of Short Plats, Pages 32 and 33, records of Skagit County, Washington, being a portion of government Lot 13, of Section 19, Township 34 North, Range 4 East, W.M..

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

Dated September 6, 2001

Richard D. Leonard

Julie Leonard

State of Tennessee  
County of Shelby } SS:

I certify that I know or have satisfactory evidence that **Richard D. Leonard and Julie Leonard**

are the person(s) who appeared before me, and said person(s) have acknowledged that they signed this instrument and acknowledge it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: September 12, 2001

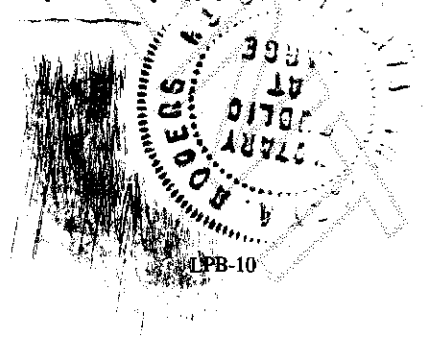
Shirley A. Rogers  
Notary Public in and for the State of Tennessee  
Residing at 6554 Winchester Rd. Mpho. In. 38115  
My appointment expires: \_\_\_\_\_

42908  
SKAGIT COUNTY WASHINGTON  
Real Estate Excise Tax

SEP 14 2001

Amount Paid \$ 2,225.00  
Skagit Co. Treasurer  
By MC Deputy

My Commission Expires Mar. 30, 2005



### Schedule "B-1" Exceptions

**A. EASEMENT AS DELINEATED AND/OR DEDICATED ON THE FACE OF THE SHORT PLAT:**

Purpose: Utility Easement  
Affects: The North 10 and South 5 feet of Lot 3

**B. EASEMENT AND PROVISIONS CONTAINED THEREIN:**

Grantee: Puget Sound Power & Light Company  
Dated: August 26, 1993  
Recorded: August 31, 1993  
Auditor's No: 9308310085  
Purpose: Right to enter said premises to operate, maintain and repair underground electric transmission and/or distribution system, together with the right to remove brush, trees and landscaping which may constitute a danger to said lines

Affects:

**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 rights-of-way.

**C. PROTECTIVE COVENANTS AND/OR EASEMENTS, BUT OMITTING RESTRICTIONS, IF ANY, BASED ON RACE, COLOR, RELIGION OR NATIONAL ORIGIN, A COPY OF WHICH IS HERETO ATTACHED:**

Dated: December 6, 1993  
Recorded: December 15, 1993  
Auditor's No: 9312150021  
Executed by: Gunnar Pedersen



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**D. EASEMENT AS DELINEATED AND/OR DEDICATED ON THE FACE OF THE SHORT PLAT:**

Purpose:

Utilities

Affects:

7 feet adjacent to street frontage

**E. EASEMENT PROVISIONS SET FORTH ON THE FACE OF SAID BINDING SITE PLAN AS FOLLOWS:**

**Easement(s):**

An easement is hereby reserved for utilities and granted to City of Mount Vernon and their respective successors and assigns under the exterior 7 feet parallel and adjacent to the street frontage of all lots, South 10 feet of Lots 6 and 7, North 10 feet of Lot 3, 20 feet of Lot 2 and 5, 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 services 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 owner in the subdivision by the exercise of rights and privileges herein granted.

An easement is hereby reserved for utilities and granted to M.M. Morgam, R.M. Gonzales and their respective successors and assigns under the North 10 feet and North 20 feet of West 10 feet of Lot 3.

An easement is hereby reserved for utilities and granted to Mike Pederson and their respective successors and assigns under the West 50 feet of North 10 feet of Lot 5.

An easement is hereby reserved for utilities and granted to Gunnar Pedersen and their respective successors and assigns under the North 55 feet of East 10 feet of Lot 2.

**Water Pipeline Easement(s):**

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 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, pipes, line or lines or related facilities, along with necessary appurtenances for the transportation of water across, along, in and under the lands as shown on this binding site plan, 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,



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which, in the opinion of the district, constitutes a menace or danger to said line or to persons or property by reason or 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. PROVISIONS SET FORTH IN THE DEDICATION OF SAID BINDING SITE PLAN AS FOLLOWS:**

The owners dedicate to the use of the public forever all streets and avenues shown thereon and the use thereof for all public highway purposes, also the right to make all necessary slopes for cuts and fills upon the lots and blocks shown on this plat in the original reasonable grading of the streets and avenues shown thereon

**G. Building setback detail as delineated on the face of said Binding Site Plan.**



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