


RETURN TO:
SCHACHT & HICKS
ATTORNEYS AT LAW
PO BOX 1165
MOUNT VERNON WA 98273


200202070121
Skagit County Auditor
2/7/2002 Page 1 of 6 3:41PM

DOCUMENT TITLE: STATUTORY WARRANTY DEED

GRANTORS: WILLIAMSON, RICHARD M.
ROSS, KAREN LEE

GRANTEE: VALENTINE, THOMAS G
VALENTINE, JOANNE K.

P 99953
LAND TITLE COMPANY OF SKAGIT COUNTY

ABBREVIATED LEGAL DESCRIPTION: Ptn SE 1/4 of the NE 1/4, 16-34-4 E
W.M. aka Tr A, SP No. MV-3-86
ADDITIONAL LEGAL DESCRIPTION ON PAGE EXHIBIT 1 OF DOCUMENT.

ASSESSOR'S TAX PARCEL NUMBER: 340416-1-010-0004/P24989

STATUTORY WARRANTY DEED

The Grantors, RICHARD M. WILLIAMSON and KAREN LEE ROSS, each as their separate estate, for and in consideration of the sum of One Dollar (\$1.00), in hand paid, convey and warrant to THOMAS G. VALENTINE and JOANNE K. VALENTINE, husband and wife, the following described real estate situate in the county of Skagit, state of Washington, to wit:

Tract A of Short Plat No. MV-3-86, approved January 8, 1986, and recorded in Volume 7 of Short Plats, page 65, under Auditor's File No. 8601080053, records of Skagit County, Washington, and being a portion of the Southeast 1/4 of the Northeast 1/4, Section 16, Township 34 North, Range 4 East, W.M.

SUBJECT TO:

1. General taxes for 2002.
2. Exceptions and reservations contained in Exhibit A attached hereto and by reference made a part hereof.

DATED this 31 day of January, 2002

Richard M. Williamson
RICHARD M. WILLIAMSON

Karen Lee Ross
KAREN LEE ROSS

521

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

FEB 07 2002

Amount Paid \$ 1483.34
Skagit County Treasurer
By: man Deputy

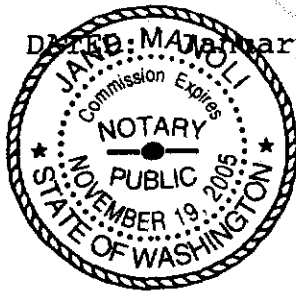


200202070121

Skagit County Auditor

STATE OF WASHINGTON)
COUNTY OF King) ss.

I certify that I know or have satisfactory evidence that RICHARD M. WILLIAMSON is the person who appeared before me, and said person acknowledged he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.



DATED: ~~May~~ January 31, 2002.

Jane Manoli
Printed name: JANE MANOLI
Notary Public in and for the State of
Washington, residing at Mercer Island
My appointment expires: 11-19-2005

STATE OF OREGON)
COUNTY OF Coos) ss.

I certify that I know or have satisfactory evidence that KAREN LEE ROSS is the person who appeared before me, and said person acknowledged she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: ~~January~~ February 4, 2002.



Dana A. Webber
Printed name: Dana A. Webber
Notary Public in and for the State of
Oregon, residing at North Bend
My appoint' expires: 10-07-03



200202070121
Skagit County Auditor

A. AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

Between: The City of Mount Vernon
And: Andrew Earle Williams
Dated: January 6, 1986
Recorded: January 28, 1986
Auditor's No.: 8601280014
Regarding:

- 1.) The City agrees to defer imposition of its requirements that sidewalks, curbs, gutters, storm drainage, paving, street lighting, and other improvements be installed by a future date certain.
- 2.) The owners agree to make certain improvements at owner's sole cost and at such time as the City Engineer directs as follows:
Construction of the following items where property abuts City right of way:
 - a.) construction of sidewalk, curb and gutter
 - b.) construction of pavement widening
- 3.) In the event a local improvement district is proposed which would encompass or include within its scope the improvements set forth in Paragraph 2 above and such improvements have not been made prior to formation of the L.I.D. the Owners agree to support the formation of said L.I.D.
- 4.) In addition to all other remedies available to the City by law, the City of Mount Vernon reserves the right to revoke the building permit and/or to bring a lawsuit to compel specific performance of this agreement should the owner's or their successors fail to comply with any of the terms or conditions herein. The City shall be entitled to reasonable attorney's fees in any action necessary to enforce this agreement.
- 5.) The owner(s) agree to indemnify and save harmless the City of Mount Vernon from and against all claims, suits, damages, costs and expenses resulted from or connected with the owner's negligent performance of or failure to perform any terms of this agreement.
- 6.) This agreement shall run with the land and shall be binding on the heirs, assigns and successors of the property herein described and upon execution, shall be filed for record with the Skagit County Auditor by the undersigned owner at said owner's cost.
- 7.) No modification of this agreement shall be valid unless mutually agreed upon by all parties in writing and recorded with the Skagit County Auditor.

- continued -

EXHIBIT A - page 1



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EXCEPTIONS CONTINUED:

B. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Grantee: The City of Mount Vernon
Purpose: The right, privilege and authority, to said City, to construct, maintain, replace, reconstruct and remove drainage facilities, with all appurtenances incident thereto or necessary therewith, in, under and across the said premises, and to cut and remove from said right of way any trees and other obstructions which may endanger the safety or interfere with the use of said drainage facilities, or appurtenances attached or connected therewith, and the right of ingress and egress to and over said above described premises at any and all times for the purpose of doing anything necessary or useful or convenient for the enjoyment of the Easement hereby granted.
Area Affected: The South 20 feet
Dated: Not disclosed
Recorded: January 28, 1986
Auditor's No.: 8601280016

C. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Grantee: Thomas G. Valentine and Joanne K. Valentine, husband and wife
Purpose: For ingress and egress to the water well
Area Affected: Undisclosed
Dated: December 31, 1987
Recorded: December 31, 1987
Auditor's No.: 8712310028

Said Easement, other things, contains the following:

"This easement shall terminate upon the sale by either party of either Parcel A and/or Parcel B. Each party shall give to the other sixty (60) days notice of the date of sale of either parcel. This notice shall be in writing and personally delivered to the other. The Grantor on the 61st day subsequent to written notice shall have the right to terminate the water supply to Parcel B. The Grantees upon receipt of personal notice of the sale by Grantor of Parcel A shall acquire an alternate water supply, either through P.U.D. or a well upon Parcel B."



EXCEPTIONS CONTINUED:

D. Notes contained on the face of Short Plat No. MV-3-86, as follows:

1. Short Plat Number and date of approval shall be included in all deeds and contracts;
2. Water is available by Skagit County Public Utility District No. 1;
3. Sewage Disposal by Mount Vernon City Sewer;
4. Zoning Classification - R-1, 9.6;
5. Lot Areas - Tract "A" = 17,550 sq. ft.
Tract "B" = 14,850 sq. ft.

E. EASEMENT AND TERMS AND CONDITIONS THEREOF:

Disclosed By:	Short Plat
Purpose:	Utilities
Area Affected:	East 7 feet

F. Any question as to the location of perimeter fences.

EXHIBIT A - page 2



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