AFTER RECORDING MAIL TO: Jagdev S. Gill 941 Summer Meadows Court Sedro-Woolley, WA 98284



Filed for Record at Request of

Land Title Company of Skagit County

Escrow Number: P-102278-E

Statutory Warranty Deed

Grantor(s): Patrick S. Smith, Judith R. Smith

Grantee(s): Jagdev S. Gill

Abbreviated Legal: Lot 11, SUMMER MEADOWS, PLAT OF, records of Skagit County, WA

Additional legal(s) on page:

Assessor's Tax Parcel Number(s): 4630-000-011-0000/P106994

THE GRANTOR PATRICK S. SMITH and JUDITH R. SMITH, husband and wife for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to JAGDEV S. GILL, a married man as his separate property

, State of Washington: the following described real estate, situated in the County of Skagit Lot 11, "PLAT OF SUMMER MEADOWS", as per plat recorded in Volume 15 of Plats, pages 176 through 178, inclusive, records of Skagit County, Washington.

Situate in the City of Sedro-Woolley, County of Skagit, State of Washington. Subject to: Schedule "B-1" attached hereto and made a part thereof.

SKAGIT COUNTY WASHINGTON REAL ESTATE EXCISE TAX 2002 By <del>AUG 3 () 2002</del> Amount Poid 3 330860 Ву Deputy Smith

I certify that I know or have satisfactory evidence that Patrick S. Smith & Judith R. is the person s who appeared before me, and said Smith person s acknowledged that they signed this instrument and acknowledged it to be they free and voluntary act for the uses and purposes mentioned in the instrument.

SS:

Dated: August 29th, 2002

STATE OF WASHINGTON

County of

Skagit

Carrie Huffer

Notary Public in and for the State of WASHINGTON

Residing at Burlington

My appointment expires: 12/31/2003

Schedule "B-1"

EXCEPTIONS:

A. RESERVATIONS CONTAINED IN DEED:

Executed By:

KFN Associates, Inc., a Washington

Corporation

December 13, 1993

9312130158

Recorded: Auditor's No.: As Follows:

Together with the right to make slopes for cuts and fills upon the property adjacent to that specifically described, for purposes of grading the street to the necessary and proper level as determined by the City of Sedro-Woolley.

EASEMENT PROVISIONS CONTAINED ON THE FACE OF THE PLAT, AS FOLLOWS:

"An easement is hereby reserved for and granted to City of Sedro-Woolley, Public Utility District No. 1, Puget Power, G.T.E., Cascade Natural Gas Corp., and TCI Cablevision of Washington, Inc., and their respective successors and assigns under and upon the exterior ten (10) feet of front boundary lines of all lots and tracts and other utility easements shown on the face of the plat, in which to install, lay, construct, renew, operate, maintain and remove utility systems, line, 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."

WATER PIPELINE EASEMENT CONTAINED ON THE FACE OF THE PLAT, AS FOLLOWS:

"A 20 foot wide easement 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 PUD 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

- continued -

LTC-SC-2



**Skagit County Auditor** 11:53AM 8/30/2002 Page 2 of 3

## EXCEPTIONS CONTINUED:

## C. Continued:

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."

D. COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENT CONTAINED IN DECLARATION OF PROTECTIVE RESTRICTIONS AND EASEMENT, AS HERETO ATTACHED:

Executed By:

Cornerstone Court Joint Venture

Recorded: Auditor's No.: July 15, 1994 9407150146

Said covenants have been amended and restated by instrument recorded June 6, 1995 under Auditor's File No. 9506060018.

E. Note contained on the face of the plat, as follows:

"It will be the builders responsibility to achieve final grading on the individual lots in accordance with the approved grading plans."

B

JRS

LTC-SC-2

200208300136 Skagit County Auditor 8/30/2002 Page 3 of 3 11:53AM