



200211220019  
Skagit County Auditor

11/22/2002 Page 1 of 5 9:37AM

When Recorded Return To:

**VIRGIL I. TOLLIFSON**  
9306 East Nacoma Drive  
Sun Lakes, AZ 85248

Escrow No. 020708

LPB-10

FIRST AMERICAN TITLE CO.

**STATUTORY WARRANTY DEED**

71340

Reference Numbers of related documents: on page of document  
Grantor(s): **Ligo Construction** Additional Names on page of document  
Grantee(s): **Virgil I. Tollifson** Additional Names on page of document  
Legal Description (abbreviated): Full legal on page of document  
Assessor's Property Tax Parcel Account Number(s): **4723-000-008-0100**

**THE GRANTOR Ligo Construction, Inc. a Washington Corporation**

for and in consideration of the sum of **Ten Dollars and other good and valuable consideration**

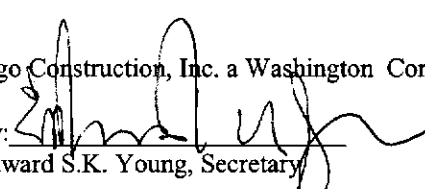
in hand paid, conveys and warrants to **Virgil I. Tollifson and Patricia A. Tollifson, husband and wife**  
the following described real estate, situated in the County of **Skagit**, State of Washington:

Lot 8D, "Fifth amendment to survey map and plans for Alpine Fairway Villa Condominium Phase VI", according to amended declaration thereof recorded February 14, 2002, under Auditor's File No. 200202140093, and amended survey map and plans thereof recorded under Auditor's File No. 200202140094.  
Assessor's Property Tax Parcel Account Number(s): **4723-000-008-0100 P113992**

**Subject to: See Exhibit A attached hereto and made a part hereof by this reference.**

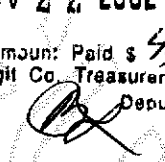
Dated this 20 day of November, 2002

Ligo Construction, Inc. a Washington Corporation

By:   
Edward S.K. Young, Secretary

# 5485  
SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

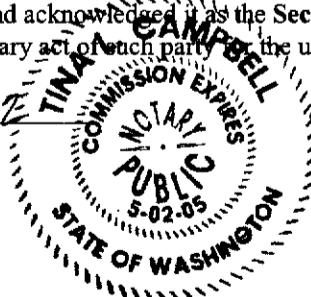
NOV 22 2002


Amount Paid \$ 4000.36  
Skagit Co. Treasurer  
By  Deputy

State of WASHINGTON } ss  
County of Snohomish }

I certify that I know or have satisfactory evidence that **Edward S.K. Young** is/are the person(s) who appeared before me, and said person(s) acknowledged that he signed this instrument, on oath state that he is authorized to execute the instrument and acknowledged it as the **Secretary of Ligo Construction, Inc. a Wash. Corp.** to be the free and voluntary act of each party for the uses and purposes mentioned in this instrument.

DATED: 11/20/02



  
Tina Campbell  
Notary Public in and for the State of Washington  
residing at Everett  
My appointment expires: 05/02/05

**Exhibit "A"**

**A. RESERVATIONS CONTAINED IN DEED**

Executed by: James E. Moore and Myrtle Moore, his wife  
Recorded: February 4, 1942  
Auditor's No: 348986  
As Follows:

Reserving unto English Lumber Company, its successors and assigns, all oil, gases, coal, ores, minerals, fossils, etc., and the right of entry for opening, developing and working the same.

Affects: Northeast 1/4 of the Southwest 1/4; EXCEPT the Northwest 1/4 thereof, all in Section 27, Township 34 North, Range 4 East, W.M.

**B. RESERVATIONS CONTAINED IN DEED**

Executed by: Marie Fleitz Dwyer, Frances Fleitz Rucker and Lola Hartnett Fleitz  
Recorded: October 22, 1918  
Auditor's No: 128138  
As Follows:

Undivided 1/2 in all oil, gases, coal, ores, minerals, fossils, etc., and the right of entry for opening, developing and working the same.

Affects: Southwest 1/4 of Section 27, Township 34 North, Range 4 East, W.M.

**C. RESERVATIONS CONTAINED IN DEED**

Executed by: Atlas Lumber Company  
Recorded: April 18, 1914  
Auditor's No: 102029  
As Follows:

Reserving to the Grantor all oil, gases, coal, ores, minerals, fossils, etc., and the right of entry for opening, developing and working the same and providing that such rights shall not be exercised until provision has been made for full payment of all changes substantial by reason of such entry.

Affects: Southeast 1/4 of Section 27, Township 34 North, Range 4 East, W.M., and other property

**D. EASEMENT AS DELINEATED AND/OR DEDICATED ON THE FACE OF THE SURVEY, RECORDED UNDER AUDITOR'S FILE NO. 9211250027:**

Purpose: Sanitary sewer, access and utility  
Affects: Various strips as delineated on the face of said survey

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

Grantee: Puget Sound Power & Light Company  
Dated: August 8, 1993  
Recorded: August 25, 1993  
Auditor's No: 9308250085  
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

**Location:**

A right-of-way 10 feet in width having 5 feet of such width on each side of a centerline described as follows:

The North 230 feet of the South 420 feet of the West 130 feet of the East 210 feet of the Southeast 1/4 of Section 27, Township 34 North, Range 4 East, W.M. (This easement may be superseded at a later date by a document with a more specific easement description based on an as built Survey furnished by Grantor at no cost to Grantee).



200211220019  
Skagit County Auditor

**Exhibit "A"**

**F. EASEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF:**

Grantee: Cascade Natural Gas Corporation  
Dated: September 28, 1993  
Recorded: October 11, 1993  
Auditor's No: 9310110127  
Purpose: Natural gas pipeline or pipelines  
Area Affected: 10 feet in width per mutual agreement

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

Grantee: Puget Sound Power & Light Company  
Dated: August 8, 1993  
Recorded: November 2, 1993  
Auditor's No: 9311020145  
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

Location:

*Easement No. 1:* All streets, road rights of way, green belts, open spaces and utility easements 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.

*Easement No. 3:* A strip of land 20 feet in width parallel to and coincident with the boundaries of Waugh Road as designed, platted and/or constructed within the above described property.

**H. 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: January 11, 1994  
Recorded: January 25, 1994  
Auditor's No: 9401250030  
Executed by: Sea-Van Investments Associates, a Washington general partnership

ABOVE COVENANTS, CONDITIONS AND RESTRICTIONS WERE AMENDED AS HERETO ATTACHED:

Declaration Dated: December 11, 1995  
Recorded: December 11, 1995  
Auditor's No: 9512110030

ABOVE COVENANTS, CONDITIONS AND RESTRICTIONS WERE AMENDED AS HERETO ATTACHED:

Declaration Dated: March 13, 1996  
Recorded: March 18, 1996  
Auditor's No: 9603180110

ABOVE COVENANTS, CONDITIONS AND RESTRICTIONS WERE AMENDED AS HERETO ATTACHED:

Declaration Dated: January 31, 2000  
Recorded: February 1, 2000  
Auditor's No: 200002010099

**I. MATTERS AS DISCLOSED AND/OR DELINEATED ON THE FACE OF THE FOLLOWING PLAT/SUBDIVISION:**

Plat/Subdivision Name: Alpine Fairway Villa  
Recorded: December 1, 1998  
Auditor's No: 9812010023  
(Copy attached)

Said matters include but are not limited to the following:



200211220019  
Skagit County Auditor

**Exhibit "A"**

- a. All lots are subject to and together with the easement as shown, the purpose of which is for ingress, egress, utilities and parking. As shown on Sheet 1, an easement is hereby granted to the City of Mount Vernon for the purposes of maintenance, inspection and construction of sanitary sewage facilities with necessary appurtenances. The City shall be responsible for the maintenance of the sewer main line, but not the side sewer laterals. The City shall not be responsible for the maintenance of the road, bridge or storm drainage. See PUD Easement this sheet.
- b. Lot 6, is subject to a 20-foot easement for installation and maintenance of a waterline in favor of Skagit County PUD. See PUD Easement provision this sheet.
- c. Lots 1 through 6, inclusive, are subject to an easement for storm water conveyance. For the equal benefit of Lots 1 through 10, inclusive, together with the right of ingress and egress for the installation and maintenance of said storm lines over, under and across. See Easement Dedication this sheet.
- d. Lots 1 and 2, inclusive, are subject to a 4-foot easement as shown for storm water conveyance, for the equal benefit of Lots 1 through 10, inclusive, together with the right of ingress and egress for the installation and maintenance of said storm lines over, under and across. See Easement Dedication this sheet.
- e. The 10-foot Utility Easement is located adjoining the roadway-utility easement as shown and reference under sub-paragraph a.
- f. Lot 1, is subject to a 20-foot sewer easement for the benefit of Lot 2.
- g. All development within this subdivision shall conform to the recommendations and conditions of approval for the Eaglemont Tract 202 Phase 1 Final Planned Unit Development approved by the City of Mount Vernon Council on February 25, 1998.
- h. P.U.D. Water Pipeline Easement provisions, as disclosed on the face of the subject plat, as follows:

Easements are granted to the 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.

- i. Buffer Easement provisions, as disclosed on the face of the subject plat, as follows:

Those areas designated Buffer Easement are for landscape zones, maintained by the property owners and preserved free of buildings or structures.

- j. Dedication of "Alpine View Place", a private road to Eaglemont Homeowner's Association, as disclosed on the face of the subject plat.

- k. Easement, as delineated and/or dedicated on the face of the plat:

Purpose: Ingress, egress and utilities  
 Affects: Alpine View Place

- l. Easement, as delineated and/or dedicated on the face of the plat:

Purpose: Utility Easement  
 Affects: Northerly 10-feet of Alpine View Place



200211220019  
 Skagit County Auditor

**Exhibit "A"**

m. Terms, covenants, provisions, notes and restrictions contained in said plat, some of which may have changed or expired without notice on the public record:

Plat: Alpine Fairway Villa Condominium, Phase I  
As Follows:

"All development within the subject parcels shall conform to the recommendations and conditions of approval for the Eaglemont Tract 202 Phase I Final Planned Unit Development approved by the City of Mount Vernon City Council on February 25, 1998."

J. Easement and set back requirements as set forth in the covenants to Eaglemont recorded under Auditor's File No. 9401250030.

K. Terms, provisions, requirements and limitations contained in the Washington Condominium Act, Chapters 43 and 428, Laws of 1989, (R.C.W. 64.34), and as may be hereafter amended.

L. Terms, provisions, covenants, conditions, definitions, options, obligations and restrictions contained in the Condominium Declaration and as may be contained in the by-laws adopted pursuant to said Declaration:

Recorded: May 26, 1999  
Auditor's No: 9905260006

Said instrument was modified by instruments recorded under Auditor's File Nos. 199912030105, 200007210061, 200012130024, 200012260127, 200101120079, 200107230105 and 200202140093.

M. MATTERS AS DISCLOSED AND/OR DELINEATED ON THE FACE OF THE FOLLOWING PLAT/SUBDIVISION:

Plat/Subdivision Name: Alpine Fairway Villa Condominium, Phase VI  
Recorded: February 14, 2002  
Auditor's No: 200202140094

(Copy attached)

N. AGREEMENT, AND THE TERMS AND CONDITIONS THEREOF:

Between: Alpine Fairway Villa Condominium Owner's Association  
And: Jeff Hansell  
Dated: September 7, 1999  
Recorded: September 10, 1999  
Auditor's No: 199909100027  
Regarding: Easement/Maintenance Agreement pertaining to common area/easement and use by Lot 49, "Eaglemont Phase 1A"

O. Terms, provisions, requirements and limitations contained in the Horizontal Property Regimes Act, Chapter 156, Laws of 1963, (R.C.W. 64.32) as now amended or as may hereafter be amended.

