

**AFTER RECORDING MAIL TO:**

The Rooster Company  
22495 Bulson Road  
Mount Vernon, WA 98274



200301310116  
Skagit County Auditor

1/31/2003 Page 1 of 4 10:37AM

Filed for Record at Request of  
Land Title Company Of Skagit County  
Escrow Number: 103886-PE

LAND TITLE COMPANY OF SKAGIT COUNTY

## Statutory Warranty Deed

Grantor(s): Edward P. Wardell and Gail Ann Lewis-Wardell  
Grantee(s): The Rooster Company  
Abbreviated Legal:  
Assessor's Tax Parcel Number(s): 4784-000-004-0000/P118545

THE GRANTOR EDWARD P. WARDELL and GAIL ANN LEWIS-WARDELL, husband and wife for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to THE ROOSTER COMPANY, a Washington General Partnership the following described real estate, situated in the County of Skagit, State of Washington.


Lot 4, "PLAT OF MERIMBULA," as per plat recorded on November 3, 2001 under Auditor's File No. 2001110300048, records of Skagit County, Washington.

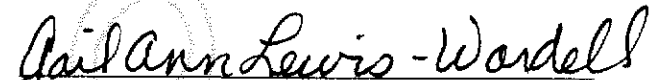
TOGETHER WITH a non-exclusive easement for access and utilities over, under, across and through "Cooma Place", as shown on the face of the plat.

Situate in the County of Skagit, State of Washington.

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

Dated January 24, 2003


  
Edward P. Wardell

  
Gail Ann Lewis-Wardell

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

# 467

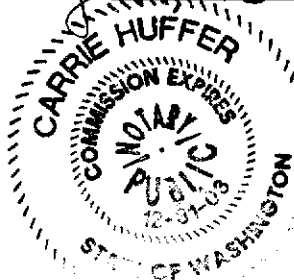
JAN 31 2003

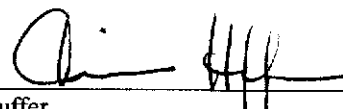
Amount Paid \$ 795.60  
Skagit Co. Treasurer  
By  Deputy

STATE OF Washington }  
COUNTY OF Skagit } SS:

I certify that I know or have satisfactory evidence that **Edward P. Wardell and Gail Ann Lewis-Wardell** the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument and acknowledge it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: January 24, 2003



  
Carrie Huffer  
Notary Public in and for the State of Washington  
Residing at Burlington  
My appointment expires: 12/31/2003

## F. NOTES CONTAINED ON THE FACE OF THIS PLAT, AS FOLLOWS:

1. Basis-of-bearings - Assumed S89°59'08"E on the South line of the Northeast ? of Section 36;
2. Zoning / Comprehensive Plan Designation - Residential / Urban Growth;
3. Sewer - Skagit County Sewer District #2.
4. This survey was accomplished by Field Traverse Using: 2 Second Digital Electronic Total Station, and meets or exceeds the standards contained in WAC 332-130-090.
5. No building permit shall be issued for any residential and/or commercial structures which are not, at the time of application, determined to be within an official designated boundary of a Skagit County Fire District.
6. Change in location of access, may necessitate a change of address, contact Skagit County Planning and Permit Center.
7. Water - P.U.D. No. 1 of Skagit County.
8. This property may also be encumbered by easements, reservations, or restrictions contained in documents filed in A.F. Nos. 200009280051 and 200105150119.
9. Future property owners need to be aware that building permit approval is contingent upon compliance with SCC 14-06-330(2)(14.24.350). Compliance with infiltration mitigation has been provided for the project and incorporated into the drainage plan.
10. All maintenance and construction of roads is the responsibility of the Homeowners' Association with the lot owners as members. See Road Maintenance Agreement filed in AF #200109210022.
11. Plat name and date of approval shall be included in all deeds and contracts.
12. Optional - The front setback line for Lot 1 and 2 will be the common property line between the two lots.
13. Cooma Place is a private road, as provided in Variance No. PL01-0462, approved September 14, 2001.

## G. DEDICATION PROVISION CONTAINED ON THE FACE OF THIS PLAT, AS FOLLOWS:

Know all men by these presents that Edward P. Wardell and Gail Lewis-Wardell, h/w, and Peoples Bank do hereby declare this plat and dedicate to the public forever all roads and ways. Except private and corporate roads shown hereon with the rights to make all necessary slopes for cuts and fills and the right to continue to drain said roads and ways course, in the original reasonable grading of 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 rerouting shall be done by and at the expense of such owner.

Cooma Place, shown hereon as corporate road, Tract B, is to be held in individual ownership by the owners of the lots served by the corporate road. The cost of construction and maintaining all roads not herein dedicated as County roads and all access roads to the plat, unless the same are dedicated as County roads, shall be the obligation of all of the owners of the lots in the plat and/or of any additional plats that may be served by said roads, streets, and/or alleys, and that the obligation to maintain shall be concurrently the obligation of any corporation in whom title of said roads, streets, and/or alleys be held. In the event that the owners of any of these lots or the corporate owners of any of the roads, streets, and/or alleys of this or any additional plats served by these roads, streets, and/or alleys shall petition the Board of County Commissioners to include these roads, streets and/or alleys in the road system, said petitioner shall be obligated to bring the same to the County Road Standards in all respects prior to acceptance by the County.

GLW  
E.P.W.



200301310116  
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## D. SIDE SEWER EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Between: Edward P. Wardell, owner of Lot 2  
And: Edward P. Wardell, owner of Lot 3  
Purpose: Side sewer easement

## As follows:

1st - There shall be an easement six (6) feet wide for side sewer along the line of said side sewer as constructed for the use and benefit of said properties.

2nd - The cost of maintenance, repair or reconstruction of that portion of the sewer used in common shall be borne in equal shares, except that the owners of any lower parcel shall not be responsible for the part of the sewer above their connection; and when necessary to repair, clean or reconstruct the sewer the parties to this agreement shall have a right of entry for that purposes.

3rd - This agreement shall be a covenant running with the land and shall be binding upon all parties and their heirs and assigns forever.

Dated: November 9, 2001  
Recorded: December 17, 2001  
Auditor's No.: 200112170145

## E. SIDE SEWER EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Between: Edward P. Wardell, owner of Lot 2  
And: Nels Johnson, owner of Lot 26 and that portion of Lot 25, lying  
Northeasterly of Northeasterly line of Lot 24, project  
Southeasterly, all in the "PLAT OF CHEASTYS BIG LAKE"  
Purpose: Side sewer easement

## As follows:

1st - There shall be an easement six (6) feet wide for side sewer along the line of said side sewer as constructed for the use and benefit of said properties.

2nd - The cost of maintenance, repair or reconstruction of that portion of the sewer used in common shall be borne in equal shares, except that the owners of any lower parcel shall not be responsible for the part of the sewer above their connection; and when necessary to repair, clean or reconstruct the sewer the parties to this agreement shall have a right of entry for that purpose.

3rd - This agreement shall be a covenant running with the land and shall be binding upon all parties and their heirs and assigns forever.

Dated: December 11, 2001  
Recorded: December 17, 2001  
Auditor's No.: 200112170146

- Continued -

GL-W  
E.P.W



200301310116  
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## EXCEPTIONS:

## A. AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

Between: Edward P. Wardell  
And: Skagit County Sewer District No. 2  
Dated: September 7, 2000  
Recorded: September 28, 2000  
Auditor's No.: 200009280051  
Regarding: Developer Extension Agreement

## B. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Grantee: Puget Sound Energy, Inc., a Washington Corporation  
Purpose: Right to construct, operate, maintain, repair, replace, improve, remove, enlarge, and use the easement area for one or more utility systems for purposes of transmission, distribution and sale of electricity.

## Area Affected:

Easement No. 1: All streets and road rights-of-way, access and utility easements as now or hereafter designed, platted, and/or constructed within the above described property. (When said streets and road 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 open 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: All areas located within a 10 (ten) feet perimeter of the exterior surface of all ground mounted vaults and transformers.

Easement No. 4: No vehicular access, parking or driven surfaces shall be located within a 5 (five) foot perimeter of all of Grantees' ground mounted or semi-buried vaults, pedestals, transformers and/or handholes.

Dated: July 3, 2001  
Recorded: July 11, 2001  
Auditor's No.: 200107110188

## C. NON-EXCLUSIVE EASEMENT AND MAINTENANCE DECLARATION AND THE TERMS AND CONDITIONS THEREOF:

Grantee: Edward P. Wardell & Gail Ann Lewis-Wardell  
Purpose: Non-exclusive easement and maintenance declaration  
Area Affected: Coorna place, as shown on the face of the plat  
Dated: September 18, 2001  
Recorded: September 21, 2001  
Auditor's No.: 200109210022

E.P.W.  
G.L.W.



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