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Skagit County Auditor

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**RETURN TO:**

Peoples Bank  
4183 Meridian Street, 2nd Floor  
Bellingham, WA 98226

ASSESSOR'S PARCEL OR ACCOUNT NUMBER: 4616-000-007-0006/P104901  
LOAN NUMBER: 5026378-401

CHICAGO TITLE  
C27143 ✓

**STATUTORY WARRANTY DEED**

THE GRANTOR Karin C. Nelson, Unmarried, As Her Separate Estate

for and in consideration of Two Hundred Thirty Six Thousand Dollars and no/100 in hand paid, conveys and warrants to Richard A. Pitt, A Married Man as Joint Tenant With Right of Survivorship, an undivided 50% interest, and Karen I. Pitt, A Married Woman as Joint Tenant With Right of Survivorship, an undivided 50% interest and not as community property\* the following described real estate, situated in the County of Skagit

, State of Washington:

LOT 7, PLAT OF CEDAR DOWNS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 15 OF PLATS, PAGES 121 AND 122, RECORDS OF SKAGIT COUNTY, WASHINGTON. SITUATED IN SKAGIT COUNTY, WASHINGTON.

\*Grantees acknowledge and confirm that title will vest as joint tenants and not as community property

X Richard A. Pitt X Karen I. Pitt

SUBJECT TO: AS HERETO ATTACHED IN EXHIBIT "A" AND BY THIS REFERENCE MADE A PART HEREOF

Dated

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

#2848

JUN 12 2003

Seller

Amount Paid \$  
Skagit Co. Treasurer

By Deputy

Seller

Seller Karin C. Nelson

Seller

STATE OF Washington

Skagit

County ss:

On this day personally appeared before me Karin C. Nelson

to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

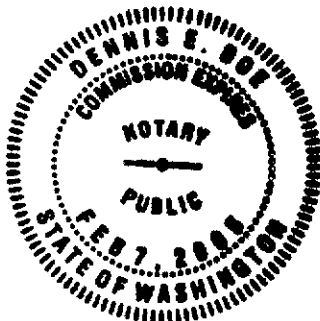
Given under my hand and official seal this

9th day of

June

2003

DENNIS E. BOE



Notary Public in and for the State of Washington,  
residing at Mount Vernon

My appointment expires:

Feb 07, 2005

UNOFFICIAL DOCUMENT

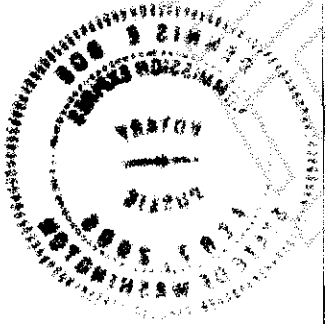


EXHIBIT "A"

SCHEDULE B-001

1. Covenants, conditions, and restrictions contained in declaration of restriction, but omitting any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicap persons;
- Recorded: October 26, 1990  
Auditor's No.: 9010260081, records of Skagit County, Washington  
Grantor: Floyd E. Hamstrom and Anite E. Hamstrom, husband and wife  
Grantee: Bruce D. Johnson and Shauna L. Johnson, husband and wife; and Milton B. Armstrong and Sue Anne Armstrong, husband and wife
- As Follows: Grantees herein agree that if the subject property is developed into a full plat, it shall be of quality equal to that of "Classic Ridge". In the event a non-lot subdivision or less is developed it shall be equal to or better than "Maple Crest".

Grantees shall provide all utilities and a curb cut to the South 100 feet of the excepted land.

Grantee herein is responsible for any required plat.

2. Easement, including the terms and conditions thereof, granted by instrument;
- Recorded: June 10, 1993  
Auditor's No.: 9306100041, records of Skagit County, Washington  
In favor of: Puget Sound Power and Light Company  
For: Electric transmission and/or distribution line, together with necessary appurtenances
- Affects: A) 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).  
B) All strip of land 10 feet in width across all lots, tracts, and spaces located within the above described property being parallel with and coincident with the boundaries of all private/public street and road rights-of-way.
3. Covenants, conditions, restrictions, and easements contained in declaration(s) of restriction, but omitting any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicap persons;
- Recorded: November 24, 1993  
Auditor's No(s): 9311240084, records of Skagit County, Washington  
Executed By: Stafford Construction, Inc.

Said covenants were amended and restated by Declarations recorded June 2, 1994 and November 10, 1994, under Auditor's File No. 9406020108 and 9411100004, records of Skagit County, Washington, respectively.

4. Easement provisions contained on the face of said plat, as follows:

An easement is hereby reserved for and granted to Puget Power, G.T.E. Telephone Co., TCI Cable T.V. and for Cascade Natural Gas, and their respective successors and assigns, under and upon the exterior 10 feet, parallel with and adjoining to street frontage of all lots in which to install, lay, construct, renew, operate, and maintain underground conduits, mains, cables, and wires with necessary facilities and other equipment for the purpose of serving this subdivision and other property with electric, telephone, T.V., and gas service, together with the right to enter upon the lots at all times for the purposes herein stated. These easements entered upon for these purposes shall be restored as near as possible their original condition by the utility. No lines or wires for the transmission of electric current, telephone, or cable T.V. shall be placed or be permitted to be placed upon any lot unless the same shall be underground or in conduit attached a building.

Also all lots shall be subject to an easement 2.5 feet in width, parallel with and adjacent to all interior lot lines and 5 feet in width, parallel with and adjacent to all rear lot lines for purposes of utilities and private drainage.



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5. Easement provisions contained on the face of said plat, as follows:

Easements are granted to Public Utility District No. 1 of Skagit County, Washington, a Municipal Corporation, it successors or assigns, and 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 appurtenance 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, constitute 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 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.

6. Note on the face of the plat as follows:

- A. This property is located in the vicinity of the Skagit Regional Airport and is subject to aircraft overflight.
- B. Zoning - Residential
- C. Water - P.U.D. No. 1
- D. Sewage - City of Burlington Public Sewer System

7. Easement delineated on the face of said plat:

For: Drainage  
Affects: The North 2.5 feet, the South 2.5 feet, and the Westerly 5.0 feet

8. Easement contained in Dedication of said plat:

For: All necessary slopes for cuts and fills and continued drainage of roads  
Affects: Any portions of said premises which abut upon streets, avenues, alleys, and roads and where water might take a natural course

9. Typical setbacks as delineated on the face of said plat:

Front and Rear - 25 feet  
Side Yard - 8 feet

10. Assessments or charges and liability to further assessments or charges, including the terms, covenants, and provisions thereof, disclosed in instrument(s);

Recorded: November 24, 1993  
Auditor's No(s): 9311240084, records of Skagit County, Washington  
Imposed By: Cedar Downs Homeowners' Association

11. Assessments or charges and liability to further assessments or charges, including the terms, covenants, and provisions thereof, disclosed in instrument(s);

Recorded: November 24, 1993  
Auditor's No(s): 9311240085, records of Skagit County, Washington  
Imposed By: Cedar Downs Homeowners' Association

12. Assessments or charges and liability to further assessments or charges, including the terms, covenants, and provisions thereof, disclosed in instrument(s);

Recorded: June 2, 1994 and November 10, 1994  
Auditor's No(s): 9411100004, records of Skagit County, Washington  
Imposed By: Cedar Downs Homeowners' Association

- END OF SCHEDULE B-001 -



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