

AFTER RECORDING MAIL TO:
Mr. and Mrs. Darrell E. Hooper
12135 Jacqueline Drive
Burlington, WA 98233



200310100344
Skagit County Auditor

10/10/2003 Page 1 of 3 3:39PM

Filed for Record at Request of
Land Title Company Of Skagit County
Escrow Number: 109314-PE

LAND TITLE COMPANY OF SKAGIT COUNTY

Statutory Warranty Deed

Grantor(s): Nick A. Cecotti and Sandra D. Cecotti
Grantee(s): Darrell E. Hooper and Stephanie M. Hooper
Abbreviated Legal: Lot 10, PLAT OF CEDAR DOWNS
Assessor's Tax Parcel Number(s): 4616-000-010-0009, P104904

THE GRANTOR NICK A. CECOTTI and SANDRA D. CECOTTI, each an undivided 1/2 interest, husband and wife for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to DARRELL E. HOOPER and STEPHANIE M. HOOPER, husband and wife the following described real estate, situated in the County of Skagit, State of Washington.

Lot 10, "PLAT OF CEDAR DOWNS," as per plat recorded in Volume 15 of Plats, pages 121 and 122, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

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

Dated October 6, 2003

Nick A. Cecotti

Sandra D. Cecotti

5289
SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax

OCT 10 2003

Amount Paid \$ 3,595.50
By: Skagit County Treasurer
Deputy

STATE OF Washington }
COUNTY OF Skagit } SS:

I certify that I know or have satisfactory evidence that Nick A. Cecotti and Sandra D. Cecotti the person(s) who appeared before me, and said person(s) acknowledged that they signed this instrument and acknowledge it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: October 7, 2003



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

EXCEPTIONS:

A. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Grantee: Puget Sound Power & Light Company,
a Washington corporation

Purpose: The right to construct, operate, maintain, repair, replace and
enlarge an underground electric transmission and/or distribution
system

Area Affected: Easement No. 1: 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.)
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

Dated: June 2, 1993

Recorded: June 10, 1993

Auditor's No.: 9306100041

B. Dedication contained on the face of the Plat, as follows:

"Do hereby declare this plat and dedicate to the use of the public forever, all roads and ways, except private and corporate roads, shown hereon with the right to make all necessary slopes for cuts and fills, and the right to continue to drain said roads and ways over and across any lot or lots, where water might take a natural course, in the original reasonable grading of the 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.

C. Water pipeline Easement provisions on the face of the Plat, as follows:

Easements are 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 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.

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BDC



EXCEPTIONS CONTINUED:

D. Easement provisions on the face of the 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 the 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 purpose 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 to 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.

E. Notes contained on the face of the Plat, as follows:

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

F. Typical lot setbacks shown on the face of the Plat, as follows:

Front and Rear:	25 feet
Side Lot:	8 feet

G. COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN DECLARATION OF PROTECTIVE RESTRICTIONS, AS HERETO ATTACHED.

Declaration Dated:	November 9, 1993
Recorded:	November 24, 1993
Auditor's No.:	9311240084
Executed By:	Stafford Construction, Inc., a Washington corporation

Said covenants have been amended and restated by instruments recorded June 2, 1994 and November 10, 1994, under Auditor's File Nos. 9406020108 and 9411100004.

nc
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200310100344
Skagit County Auditor