200310280039 Skagit County Auditor

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211:22AM

AFTER RECORDING MAIL TO: Mr. and Mrs. David Erickson 50223 State Route 20 Concrete, WA 98237

Filed for Record at Request of Land Title Company Of Skagit County Escrow Number: 109511-PE

LAND TITLE COMPANY OF SKAGIT COUNTY

## **Statutory Warranty Deed**

Grantor(s): George E. Brooks and Barbara J. Brooks

Grantee(s): David Erickson and Julie Erickson

Abbreviated Legal: ptn W 1/2, 21-35-9 E W.M., aka Parcels A & B, Survey 9112110040 Assessor's Tax Parcel Number(s): 350921-2-005-0100, P104051, 350921-3-002-0106, P44620

THE GRANTOR GEORGE E. BROOKS and BARBARA J. BROOKS, who acquired title as GEORGE BROOKS and BARBARA BROOKS, husband and wife for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to DAVID ERICKSON and JULIE ERICKSON, husband and wife the following described real estate, situated in the County of Skagit, State of Washington.

Parcels "A" and "B" of a Record of Survey, recorded December 7, 1991, in Book 12 of Surveys, pages 32 and 33, under Auditor's File No. 9112110040, records of Skagit County, Washington, and being a portion of the Southeast 1/4 of the Northwest 1/4 and the Northeast 1/4 of the Southwest 1/4 of Section 21, Township 35 North, Range 9 East, W.M.

Situate in the County of Skagit, State of Washington.

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

Dated October 15, 2003		44 <sub>69.</sub>
Seure EB	Barbs	rad Brooks
George E. Biooks	Barbara J. Bro SKAG RE	AL ESTATE EXCISE TAX
STATE OF Washington COUNTY OF Skagit	}} SS:	OCT 2 8 2GB3  Amount Paid 5  Skagit Co. Treasurer  By DL Deputy
I certify that I know or have satisfactory eviden the person(s) who appeared before me, and satisfactory evidenthis instrument and acknowledge it to be	ce that George E. Brook id person(s) acknowledged	s and Barbara J. Brooks
uses and purposes mentioned in this instrumen		free and voluntary act for the
Dated: 10/22/03	- (1.	
- A Charles II	Carrie Huffer	
Oldo St.	Notary Public in and for t Residing at Burlington	the State of Washington
	My appointment expires:	12/31/2003

Schedule "B-1"

109511-PE

**EXCEPTIONS:** 

A. EASEMENT, INCLUDING TERMS AND CONDITIONS THEREOF:

Grantee: Puget Sound Power & Light Company, a Massachusetts

corporation

Purpose: The right, privilege and authority to construct, erect, alter, improve,

repair, operate and maintain an electric transmission and

distribution line

Area Affected: East side of private road along West line of the Northeast ¼ of the

Southwest 1/4

Dated: September 4, 1934 Recorded: September 25, 1934

Auditor's No.: 264851

B. EASEMENT, INCLUDING TERMS AND CONDITIONS THEREOF:

Grantee: Gladys R. Thompson, her heirs or assigns

Purpose: To repair or rebuild the water pipe or flu leading to pipes in

Thompson Creek

Area Affected: Location undeterminable

Dated: August 13, 1948
Recorded: August 14, 1948
Auditor's No.: 421590

C. Easement and agreement for the construction of a water distribution system on the property herein described and other property, dated August 15, 1957, recorded September 26, 1957, under Auditor's File No. 556523, between Verna Josephine Coonc, a widow, individually and as executrix of the estate of Charles C. Coonc, deceased, et al, and the State of Washington, reference hereby being made to the record for full particulars.

D. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Grantee: State of Washington, acting by and through the Department of

Natural Resources

Purpose: Constructing and/or maintaining a road to provide access

Area Affected: The West 20 feet of Parcel A

Dated: May 5, 1993

Recorded: November 22, 1993 Auditor's No.: 9311220088

Said instrument includes the following:

"1. The State reserves to itself, its successors and assigns, the right to use the roadway in any manner which does not unreasonably interfere with the use of said road by the Deckers, their assigns, successors, agents, contractors, employees, lessees, or licensees. Said road users will, however, contribute their pro rata share to the maintenance costs cause by their usage so that such maintenance will leave the road in as good a condition as existed at the time of commencement of said use.

2. The State, its assigns, successors, agents, contractors, employees, lessees, or licensees agree not to use chemical control of right-of-way vegetation.

3. The State agrees to establish a cable or gate on the road if requested by the Deckers, their successors or assigns. Such cable or gate shall have a multi lock system to allow access by the State, its assigns, successors, agents, contractors, employees, lessees, or licensees.

4. The State will pay for any merchantable timber cut within the easement or leave the material along or adjacent to the easement, if so elected by the Deckers, their assigns or successors."

