

**AFTER RECORDING MAIL TO:**

David V. Balyeat  
2603 Highland Drive  
Anacortes, WA 98221



200402270163  
Skagit County Auditor

2/27/2004 Page 1 of 2 12:18PM

Filed for Record at Request of  
Land Title Company Of Skagit County  
Escrow Number: 110912-PAE

LAND TITLE OF SKAGIT COUNTY

**Statutory Warranty Deed**

Grantor(s): Clara S. Robson  
Grantee(s): David V. Balyeat and Sharon L. Balyeat  
Abbreviated Legal: Lot 34, Skyline No. 5.  
Assessor's Tax Parcel Number(s): P59348/3821-000-034-0001

THE GRANTOR CLARA S. ROBSON, AN UMARRIED WOMAN, AS HER SEPARATE PROPERTY for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to DAVID V. BALYEAT AND SHARON L. BALYEAT, HUSBAND AND WIFE the following described real estate, situated in the County of Skagit, State of Washington.

Lot 34, "SKYLINE NO. 5," as per plat recorded in Volume 9 of Plats, pages 56 through 58, inclusive, records of Skagit County, Washington.

Situate in the City of Anacortes, County of Skagit, State of Washington.

SUBJECT TO: SEE ATTACHED SCHEDULE B-1.

Dated <sup>25</sup>February 26, 2004

Clara S. Robson  
Clara S. Robson

895  
SKAGIT COUNTY WASHINGTON  
Real Estate Excise Tax  
PAID

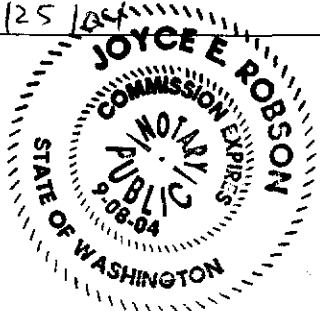
FEB 27 2004

Amount Paid \$4,450.00  
Skagit County Treasurer  
By: PC Deputy

STATE OF Washington }  
COUNTY OF PIERCE } SS:

I certify that I know or have satisfactory evidence that Clara S. Robson  
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: 2/25/04



Joyce E. Robson

Notary Public in and for the State of WA  
Residing at Puyallup WA  
My appointment expires: 9/8/04

## EXCEPTIONS:

A. The right reserved in the dedication of the plat to make all necessary slopes for cuts and fills upon the lots in the original reasonable grading of the roads, streets and alleys shown hereon.

B. Easement provisions set forth on the face of said Plat, as follows:

"An easement is hereby reserved for and granted to Puget Sound Power & Light Company and General Telephone Company of the Northwest and their respective successors and assigns under and upon the exterior five feet of front and rear boundary lines and under and upon the exterior 2.5 feet of side boundary lines of all lots, in which to install, lay, construct, renew, operate and maintain underground conduits, cables and wires with necessary facilities and other equipment for the purpose of serving the subdivision and other property with electric and telephone service, together with the right to enter upon the lots at all times for the purposes stated; also hereby granted is the right to use the streets for the same purposes."

C. COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN DECLARATION OF PROTECTIVE RESTRICTIONS, BUT OMITTING RESTRICTIONS, IF ANY, BASED ON RACE, COLOR, RELIGION OR NATIONAL ORIGIN, AS HERETO ATTACHED.

Declaration Dated: September 6, 1968  
Recorded: September 16, 1968  
Auditor's No.: 718213  
Executed By: Skyline Associates, a limited partnership,  
Harry Davidson, General Partner

D. Provision contained in deed through which title is claimed from Skyline Associates, as follows:

"Purchaser agrees and covenants that the above-described real estate shall be subject to charges and assessments in conformity with the rules and regulations, Articles of Incorporation and By-Laws of Skyline Beach Club, Inc., a Washington Non-Profit Corporation, and Purchaser acknowledges that he has received a copy of the Articles of Incorporation and By-Laws of the said Non-Profit Corporation."

E. CONDITIONS CONTAINED IN AGREEMENT:

Between: City of Anacortes  
And: Clara S. Robson et ux  
Recorded: November 22, 1977  
Auditor's No.: 869070  
As Follows:

"The undersigned hereby agrees and recognizes that the City of Anacortes has the right to remove or right to request the property owner to remove that portion of a concrete block retaining wall and other concrete block work that extends onto City right-of-way at any time, and further agrees that the undersigned shall pay for all costs incurred in removing said wall and other block work, and shall not hold the City liable for damage caused by the removal of said wall and other block work to any property which is not on the City right-of-way. The concrete retaining wall and other block work is located within the City right-of-way abutting the following described property: Lot 34, Division 5, Skyline Addition; also known as 2603 Highland Drive."



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2/27/2004 Page

2 of

2 12:18PM