AFTER RECORDING MAIL TO: Erik E. Westlund 17093 Zoya Drive Mount Vernon, WA 98274



7/16/2004 Page

411:49AM

Filed for Record at Request of Land Title Company Of Skagit County Escrow Number: 112770-PAE

LAND TITLE OF SKAGIT COUNTY

Statutory Warranty Deed

Grantor(s): Laurie A. Hoff

Grantee(s): Erik E. Westlund and Renee Hauser Abbreviated Legal: Lot 27, Big Lake Heights.

Assessor's Tax Parcel Number(s): P109301/4680-000-027-0000

THE GRANTOR LAURIE A. HOFF, AN UNMARRIED INDIVIDUAL, AS HER SEPARATE PROPERTY for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to RENEE HAUSER AND ERIK E. WESTLUND, UNMARRIED INDIVIDUALS, AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP the following described real estate, situated in the County of Skagit, State of Washington.

Lot 27, "BIG LAKE HEIGHTS," as per plat recorded in Volume 16 of Plats, pages 118 through

120, inclusive, records of Skagit County, Washington. Situate in the County of Skagit, State of Washington. SKAGIT COUNTY SUBJECT TO: SEE ATTACHED SCHEDULE B-1. REAL ESTATE EXCISE TA JUL 16 2004 Dated July 9, 2004 I certify that I know or have satisfactory evidence that Laurie A. Hoff the person(s) who appeared before me, and said person(s) acknowledged that

signed this instrument and acknowledge it to be his/ter/their free and voluntary act for the uses and purposes mentioned in this instrument.

Notary Public in and for the State of WA Residing at Seden Wooller My appointment expires:

THE GRANTEES BY SIGNING THE ACCEPTANCE BELOW, EVIDENCE THEIR INTENTION TO ACQUIRE SAID PREMISES AS JOINT TENANTS WITH THE RIGHT OF SURVIVORSHIP, AND NOT AS COMMUNITY PROPERTY OR AS TENANTS IN COMMON.

Renee Hauser

Erik E. Westlund



7/16/2004 Page

2 of

4 11:49AM

Schedule "B-1" 112770-S

EXCEPTIONS:

A. TERMS AND CONDITIONS OF DRAINAGE IMPROVEMENT PERMIT:

Recorded:
Auditor's No.:

July 10, 1995 9507100104

B. TERMS AND CONDITIONS OF SEWER EXTENSION AGREEMENT:

Recorded:

August 14, 1995

Auditor's No.:

9508140065

C. Provisions contained in the Dedication of said Plat, as follows:

"Declare this plat and dedicate to 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 re-routing shall be dome by and at the expense of such owner."

D. Easement provisions contained on the face of said Plat, as follows:

"An easement is hereby reserved for and granted to all utilities serving subject plat and their respective successors and assigns, under and upon the exterior ten feet parallel with and adjoining the street frontage of all lots, tracts and common areas in which to install, lay, construct, renew, operate and maintain underground conduits, cables, pipe and wires with necessary facilities and other equipment for the purpose of serving this subdivision and other property with electric, telephone, gas, television cable and other utility services. Together with the right to enter upon the lots and tracts at all times for the purpose herein stated. Drainage easements designated on the plat are hereby reserved for and granted to Skagit County except those designated on the plat as private easements. Together with the right of ingress and egress and the right to excavate, construct, operate, maintain, repair and/or build an enclosed or open channel storm water conveyance system and/or other drainage facilities, under, upon or through the drainage easement."

E. Water Pipeline Easement on the face of said 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 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 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, c this agreement is vested in the district.

Schedule "B-1" 112770-S

E. (Continued)

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."

F. TERMS AND CONDITIONS OF LOW FLOW MITIGATION SUMMARY:

By: And Between:

Recorded: Auditor's No.: Skagit County Gary McCormick September 20, 2000 200009200005