

AFTER RECORDING MAIL TO:
Mr. and Mrs. Robert W. Thirsk
4618 Beaver Pond Drive
Mount Vernon, WA 98274



200407160124
Skagit County Auditor

7/16/2004 Page 1 of 6 2:18PM

Filed for Record at Request of
First American Title Of Skagit County
Escrow Number: 81790

FIRST AMERICAN TITLE CO.
81790-E-1

Statutory Warranty Deed

Grantor(s): Ligo Construction Inc.
Grantee(s): Robert W. Thirsk and Dova L. Thirsk
Assessor's Tax Parcel Number(s): 4789-000-108-0000 P118809

THE GRANTOR Ligo Construction Inc., for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to Robert W. Thirsk and Dova L. Thirsk, husband and wife, the following described real estate, situated in the County of Skagit, State of Washington.

Lot 108, as shown on "PLAT OF EAGLEMONT PHASE 1B, DIVISION 1", recorded in Volume 18 of Plats, page 565, under Auditor's File No. 200201160127.

SUBJECT TO easements, restrictions and other exceptions described on the attached Schedule "B-1", which by this reference is incorporated herein as though fully set forth.

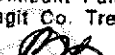
Dated: July 9, 2004.

3683
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Ligo Construction Inc.

By: 

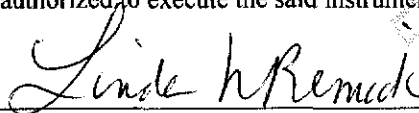
JUL 16 2004

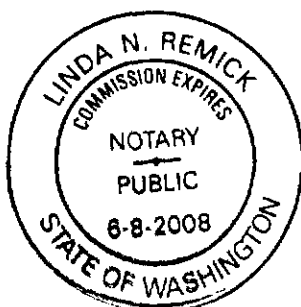
Amount Paid \$ 6,212.20
Skagit Co. Treasurer
By  Deputy

STATE OF Washington }
COUNTY OF Skagit } SS:

I certify that I know or have satisfactory evidence that Edward Young is the person who appeared before me, and said person acknowledged that he signed this instrument as the President of Ligo Construction, Inc., the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

Date: 7-14-04





Notary Public in and for the State of Washington
Residing at Stanwood
My appointment expires: 6-8-08

SCHEDULE "B-1"

Exceptions:

A. RESERVATIONS CONTAINED IN DEED

Executed by: James E. Moore and Myrtle Moore, his wife
Recorded: February 4, 1942
Auditor's No: 348986
As Follows:

Reserving unto English Lumber Company, its successors and assigns, all oil, gases, coal, ores, minerals, fossils, etc., and the right of entry for opening, developing and working the same.

Affects Northeast 1/4 of the Southwest 1/4; EXCEPT the Northwest 1/4 thereof, all in Section 27, Township 34 North, Range 4 East, W.M.

B. RESERVATIONS CONTAINED IN DEED

Executed by: Marie Fleitz Dwyer; Frances Fleitz Rücker and Lola Hartnett Fleitz
Recorded: October 22, 1918
Auditor's No: 128138
As Follows:

Undivided 1/2 in all oil, gases, coals, ores, minerals, fossils, etc., and the right of entry for opening, developing and working the same.

Affects Southwest 1/4 of Section 27, Township 34 North, Range 4 East, W.M.

C. RESERVATIONS CONTAINED IN DEED

Executed by: Atlas Lumber Company
Recorded: April 18, 1914
Auditor's No: 102029
As Follows:

Reserving to the Grantor all oil, gases, coal, ores, minerals, fossils, etc., and the right of entry for opening, developing and working the same and providing that such rights shall not be exercised until provision has been made for full payment of all changes substantial by reason of such entry.

Affects Southeast 1/4 of Section 27, Township 34 North, Range 4 East, W.M., and other property.

D. EASEMENT AS DELINEATED AND/OR DEDICATED ON THE FACE OF THE SURVEY, RECORDED UNDER AUDITOR'S FILE NO. 9211250027:

Purpose: Sanitary sewer, access and utility
Affects: Various strips as delineated on the face of said Survey



200407160124
Skagit County Auditor

E. EASEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF:

Grantee: Puget Sound Power & Light Company
Dated: August 8, 1993
Recorded: August 25, 1993
Auditor's No: 9308250085
Purpose: Right to enter said premises to operate, maintain and repair underground electric transmission and/or distribution system, together with the right to remove brush, trees and landscaping which may constitute a danger to said lines

Area Affected:

A right-of-way 10 feet in width having 5 feet of such width on each side of a centerline described as follows:

The North 230 feet of the South 420 feet of the West 130 feet of the East 210 feet of the Southeast 1/4 of Section 27, Township 34 North, Range 4 East, W.M. (This easement may be superseded at a later date by a document with a more specific easement description based on an as built Survey furnished by Grantor at no cost to Grantee.)

F. EASEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF:

Grantee: Cascade Natural Gas Corporation
Dated: September 28, 1993
Recorded: October 11, 1993
Auditor's No: 9310110127
Purpose: Natural gas pipeline or pipelines
Area Affected: 10 feet in width per mutual agreement

G. EASEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF:

Grantee: Puget Sound Power & Light Company
Dated: August 8, 1993
Recorded: November 2, 1993
Auditor's No: 9311020145
Purpose: Right to construct, operate, maintain, repair, replace and enlarge one or more electric transmission and/or distribution lines over and/or under

Area Affected:

Easement No. 1: All streets, road rights-of-way, green belts, open spaces and utility easements 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.

Easement No. 3: A strip of land 20 feet in width parallel to and coincident with the boundaries of Waugh Road as designed, platted and/or constructed within the above described property.



H. PROTECTIVE COVENANTS AND/OR EASEMENTS, BUT OMITTING RESTRICTIONS, IF ANY, BASED ON RACE, COLOR, RELIGION OR NATIONAL ORIGIN, A COPY OF WHICH IS HERETO ATTACHED:

Dated: January 11, 1994
Recorded: January 25, 1994
Auditor's No: 9401250030
Executed by: Sea-Van Investments Associates, a Washington
General Partnership

ABOVE COVENANTS, CONDITIONS AND RESTRICTIONS WERE AMENDED AS HERETO ATTACHED:

Declaration Dated: December 11, 1995
Recorded: December 11, 1995
Auditor's No: 9512110030

ABOVE COVENANTS, CONDITIONS AND RESTRICTIONS WERE AMENDED AS HERETO ATTACHED:

Declaration Dated: March 13, 1996
Recorded: March 18, 1996
Auditor's No: 9603180110

ABOVE COVENANTS, CONDITIONS AND RESTRICTIONS WERE AMENDED AS HERETO ATTACHED:

Declaration Dated: January 31, 2000
Recorded: February 1, 2000
Auditor's No: 200002010099

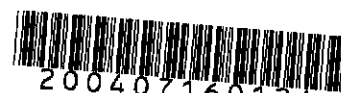
Terms and conditions (including, but not limited to easements and set-back requirements) as set forth in said instrument recorded under Auditor's File No. 9401250030.

I. MATTERS AS DISCLOSED AND/OR DELINEATED ON THE FACE OF THE FOLLOWING PLAT/SUBDIVISION:

Plat/Subdivision Name: Eaglemont, Phase 1B, Division 1
Recorded: January 16, 2002
Auditor's No: 200201160127
(Copy attached)

Said matters include but are not limited to the following:

a. RIGHT OF THE PUBLIC TO MAKE NECESSARY SLOPES FOR CUTS OR FILLS UPON SAID PREMISES IN THE REASONABLE ORIGINAL GRADING OF STREETS, AVENUES, ALLEYS AND ROADS, AS DEDICATED IN THE PLAT.



200407160124

Skagit County Auditor

7/16/2004 Page

4 of

6 2:18PM

b. EASEMENT PROVISIONS CONTAINED ON THE FACE OF THE PLAT, AS FOLLOWS:

An easement is hereby reserved for and granted to City of Mount Vernon; Public Utility District No. 1 of Skagit County; Puget Sound Energy; Verizon; Cascade Natural Gas Corp. and AT&T Broadband, and their respective successors and assigns under and upon those portions of the front boundary lines of lots and tracts as shown hereon, and other utility easements shown hereon in which to install, lay, construct, renew, operate, maintain and remove utility systems, lines, fixtures and appurtenances attached thereto, for the purpose of providing utility services to the subdivision and other property, together with the right to enter upon the lots and tracts at all times for the purposes stated. Property owner is prohibited from building within this easement unless approval has been granted to the City Engineer.

c. TERMS, COVENANTS, CONDITIONS, NOTES AND RESTRICTIONS CONTAINED IN SAID PLAT, AS FOLLOWS:

1. This plat is subject to easements, reservations, restrictions, provisions, covenants and conditions as set forth on the face of the plat of Eaglemont Phase 1A, as recorded in Volume 15 of Plats, Pages 130 through 146, recorded under Recording No. 9401250031, and as disclosed by separate instrument under Recording No. 9308250085, records of Skagit County, Washington.
2. This plat is subject to impact fees as set forth on the face of said plat.
3. This plat is subject to the terms and conditions set forth in the Deed of Trust between Sea-Van Investment Associates, and the Farmers Bank of China, as recorded under Recording No. 9709190020, records of Skagit County, Washington.
4. This plat is subject to reservations contained in Deeds, as disclosed by instruments under Recording Numbers 348986, 128138 and 102029, records of Skagit County, Washington.
5. This plat is subject to an easement for the purposes of a sanitary sewer, access and utilities, as delineated and/or dedicated on the face of the record of Survey recorded under Auditor's File No. 9211250027, records of Skagit County, Washington.
6. This plat is subject to an easement, the terms and conditions thereof to the benefit of Puget Sound Power & Light Company for the purpose of an electric transmission system, as disclosed by instrument under Recording No. 9308250085, records of Skagit County, Washington.
7. This plat is subject to an easement, the terms and conditions thereof, to the benefit of Cascade Natural Gas Corporation, for the purpose of a natural gas pipeline, as disclosed by instrument under Recording No. 9310110127, records of Skagit County, Washington.
8. This plat is subject to an easement, the terms and conditions thereof, to the benefit of Puget Sound Power & Light Company for the purpose of an electric transmission system, as disclosed by instrument under Recording No. 9311020145, and revised by instruments recorded under Recording Nos. 9403080122, 9403080129, and 9403080130, records of Skagit County, Washington.
9. This plat is subject to protective covenants and/or easements, but omitting restrictions, if any, based upon race, color, religion or natural origin, as disclosed by instrument under Recording No. 9401250030, and as amended and disclosed by instruments under Recording Nos. 9512110030, 9603180110 and 200002010099, records of Skagit County, Washington.



200407160124

Skagit County Auditor

7/16/2004 Page

5 of

6 2:18PM

10. Any lot within this subdivision will be subject to impact fees payable upon issuance of a building permit.

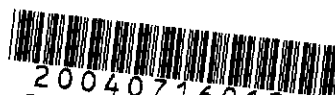
11. The storm water collection and detention system within the boundaries of the golf course shall be maintained by the golf course operator to the points of discharge into the City maintained system or into streams. Stormwater collection and detention systems within common areas, not within public rights-of-way, are required to be maintained by the Home Owner's Association.

d. PUD #1 EASEMENTS CONTAINED 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, as Brentwood Lane (private), and the 30-foot utility easement along the line common to Lots 104 and 105, 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 convey and agree 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.

e. Ten foot (10-foot) utility and slope easements as shown on the face of the plat.



200407160124
Skagit County Auditor

7/16/2004 Page

6 of

6 2:18PM