AFTER RECORDING MAIL TO: Mr. and Mrs. Matthew J. Scammell 2209 Jasmine Place Mount Vernon, WA 98273



8/27/2004 Page

3 9:12AM

Filed for Record at Request of Land Title Company of Skagit Escrow Number: 113298-SE

LAND TITLE OF SKAGIT COUNTY

Statutory Warranty Deed

Grantor(s): Michael C. Slocum and Arlene I. Slocum Grantee(s): Matthew J. Scammell and Mary Lou Scammell

Abbreviated Legal: Lot 15, Jasmine Place

Assessor's Tax Parcel Number(s): 4791-000-015-0000, P118973

THE GRANTOR MICHAEL C. SLOCUM and ARLENE I. SLOCUM, husband and wife for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to MATTHEW J. SCAMMEL and MARYLOU SCAMMELL, husband and wife the following described real estate, situated in the County of Skagit, State of Washington.

Lot 15, "JASMINE PLACE," as per plat recorded on February 28, 2002 under Auditor's File No. 200202280026, 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 August 18, 2004			
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Michael C. Slocum	Arlene I. Sl	ocum	
		SRAGIT COUNTY	WASHINGTON EXCISE TAX 567 7 2004 Paid 5 Treasurer
		Aptount Skagit Co	Paid 5 Treasurer
STATE OF Washington	}}	5v 26	Deputy
COUNTY OF Skagit	}	· · · · · · · · · · · · · · · · · · ·	,
I certify that I know or have satisfactory evid the person(s) who appeared before me, and	said person(s) acknowled	ged that <u>h</u>	e/she/they
signed this instrument and acknowledge it to	o be his/he@their	free and volu	ntary act for the
uses and purposes mentioned in this instrum	ient.	The state of the s	H.
Dated: August 19, 2004	- <u> </u>	_ 146	
	Carrie Huffer		
CARRIE HUFFER	Notary Public in and f	or the State of Wasl	hington

STATE OF WASHINGTON NOTARY - - - PUBLIC

MY COMMISSION EXPIRES 12-31-07

Residing at Burlington

My appointment expires: 12/31/2007

Schedule "B-1"

113298-SE

EXCEPTIONS:

A. DECLARATION OF EASEMENT AND RESTRICTIVE COVENANTS, AS HERETO ATTACHED:

Recorded:

February 28, 2002

Auditor's No.:

200202280025

Executed By:

Northern Reign Development Company, LLC,

a Washington limited liability company

B. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Grantee: Purpose: Puget Sound Energy, Inc., a Washington Corporation
The right to construct, operate, maintain, repair, replace,
improve, remove, enlarge, and use the easement area for one or
more utility systems for purposes of transmission, distribution
and sale of gas and electricity

Area Affected:

Easement #1: All streets and road rights of way as now or hereafter designed, platted, and/or constructed within the above described property. (When said streets and road are dedicated to the public, this clause shall become null and void.) Easement #2: A strip of land 10 feet in width across all lots, tracts and open 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 #3: All areas located within a 10 (ten) feet perimeter of the exterior surface of all ground mounted vaults and transformers. Easement #4: No vehicular access, parking or driven, surfaces shall be located within a 5 (five) foot perimeter of all of grantees' ground-mounted or semi-buried vaults, pedestals, transformers and/or handholds.

Dated:

August 28, 2001

Recorded:

September 6, 2001

Auditor's No.:

200109060034

- C. Right of the public to make necessary slopes for cuts or fills upon property herein described in the reasonable original grading of street, avenues, alleys and roads, as dedicated in the plat.
- D. Easements and notes shown on Plat, as follows:

An easement is hereby reserved for and granted to City of Mount Vernon, Public Utility District No. 1, Puget Sound Power and Light Company, Verizon Northwest, Cascade Natural Gas Corporation and AT&T Broadband and their respective successors and assigns under and upon the easements identified upon this plat of Jasmine Place, 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, with the understanding that any grantee shall be responsible for all unnecessary damage it causes to any real property owner in the subdivision by the exercise of rights and privileges herein granted.

Continued -

a. 2. S.

Schedule "B-1" 113298-SE

D. (Exceptions Continued):

WATER PIPELINE EASEMENT

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 maintain upon the easement or in any way interfere with, obstruct or endanger the district's use of the easement.

NOTE FOR EASEMENT ON LOT 15

The easement shall provide that the owner of the burdened lot shall not remove any trees which are in excess of four (4) inches in diameter at ground level from the West 10 feet of the lot. The easement shall provide for immediate replacement of a similarly sized tree(s) and recovery at attorneys fees in the event of a breach of the terms of the easement, recorded under Auditor's File No. 200202280025.

NOTES -

All lots within this short plat are subject to impact fees payable on issuance of a building permit. Short Plat Number and date of approval shall be included in all deeds and contracts.

Side yard set backs:

Minimum 5 feet the total of the two side yards shall be a min. of

15 ft.

Front yard set backs:

Minimum 20 feet;

Back yard set backs: Zoning:

Minimum 20 feet:

Water:

MTV-R-1, 6.0:

Skagit County PUD #1;

Sewer:

City of Mount Vernon

Power: Gas:

Puget Sound Power & Light Company;

Cascade Natural Gas Corporation;

Cable TV:

AT&T Broadband:

Telephone:

Verizon Northwest.

a.d.S.