

AFTER RECORDING MAIL TO:
David E. Shoup
P.O. Box 898
Concrete, WA 98237



200409030077
Skagit County Auditor

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Filed for Record at Request of
Land Title Company Of Skagit County
Escrow Number: 113176-PAE

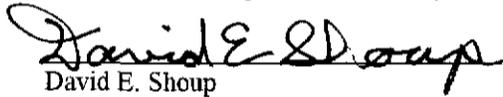
LAND TITLE OF SKAGIT COUNTY

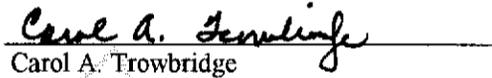
Statutory Warranty Deed

Grantor(s): Lake Tyee Company
Grantee(s): David E. Shoup and Carol A. Trowbridge
Abbreviated Legal: A ptn of NE 1/4 of NW 1/4, 34-36-8 E W.M.
Assessor's Tax Parcel Number(s): P51676/360834-2-001-0005

THE GRANTOR Lake Tyee Company, a Washington Corporation for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to David E. Shoup, a single person, Carol A. Trowbridge, a single person, as Joint Tenants With the Right of Survivorship and not as Tenants in Common or Community Property the following described real estate, situated in the County of Skagit, State of Washington.

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.


David E. Shoup


Carol A. Trowbridge

The West 1/2 of the Northeast 1/4 of the Northwest 1/4 of Section 34, Township 36 North, Range 8 East, W.M.,

EXCEPT any portion lying within the Plats of, "LAKE TYEE, DIVISION NO. II," and "LAKE TYEE, DIVISION NO. III," as per plat recorded in Volume 11 of Plats, pages 15 through 24 and pages 68 through 74, respectively, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

SUBJECT TO: SEE ATTACHED SCHEDULE B-1.

Dated August 19, 2004

Lake Tyee Company


By: Robert S. Rogers

#4799
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

SEP 03 2004

Amount Paid \$ 356.00
Skagit Co. Treasurer
By  Deputy

STATE OF Washington
County of Skagit

}
} SS:

I certify that I know or have satisfactory evidence Robert S. Rogers

Is _____ the person who appeared before
me, and said person acknowledged that He _____ signed this instrument, on oath stated He is
authorized to execute the instrument and is President
of Lake Tye Company

to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: 8/23/04

V. Papagayo - Morrison

Notary Public in and for the State of Washington

Residing at Seattle

My appointment expires: 3/18/05



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UNOFFICIAL DOCUMENT



Exhibit A
Conditions and Restrictions

1. **Logging Restriction.** No logging or removal of trees shall be permitted for **FIFTEEN YEARS (15 years)** following recording of the deed, **EXCEPT** for removal of dead, diseased, split or "danger" trees. For purposes of this restriction, a "danger" tree shall be a tree whose base is within 50 feet of an existing road or structure, and, because of damage, disease, or other reason, poses a present danger to the road or structure.

Any proceeds received from the removal and sale of any trees on the property during the 15 year restriction shall be payable to the seller, or the seller's successor.

Any violation of the logging restriction shall subject the violator to treble damages under Washington's timber trespass statute, RCW 64.12.030 and/or waste statute, RCW 4.24.630, which damages shall be payable to the seller or successor.

2. **No Restriction on Flow of Water.** Lake Tyee is fed by water which flows from the property described herein and also water which flows across the property described herein from ponds and other sources located to the east of the subject property. The owner shall not cause any restriction or obstruction to the free flow of water from and across the property to Lake Tyee.

In addition, the owner shall permit the Lake Tyee owners' association, or its agents or successors, to remove any such restriction or obstruction from the property. The removal shall be at the expense of Lake Tyee owners' association and, following removal, any damage to the surface shall be restored.

3. **License to Burn.** A portion of the subject property has been used by Lands West, Inc., (developer of Lake Tyee) as a location to burn brush. The said entity, or its successor, shall continue to have a license to burn brush for a period of **TWENTY TWO YEARS (22 years)** in an area approximate 100' x 100' locate southeasterly of Kachess Trail near the northerly corner of the southern parcel. (The subject property is in two parcels that are separated by portions of the plats of Lake Tyee II and III). The license to burn is limited to brush. No burning of trash or garbage will be permitted.

4. **Restriction to Store or Maintain Trucks or Heavy Equipment.** No storage or maintenance of trucks, road machinery or other heavy equipment shall be permitted for a period of **TWENTY TWO YEARS (22 years)** on any portion of the subject property.



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EXCEPTIONS:

A. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Grantee: Scott Paper Company
Purpose: Ingress and egress
Area Affected: (a) Presently existing roads in such portions of said quarter parcel as are not platted at the time of each use of said easement as provided herein, and (b) platted roads in such portions of said quarter parcel as are platted at the time of each use of said easement as provided herein.
Dated: July 30, 1975
Recorded: September 8, 1975
Auditor's No.: 823163

B. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Grantee: Scott Paper Company
Purpose: Ingress and egress
Area Affected: (a) Platted roads in such portions of said quarter parcels as are platted at the time of each use of said easement as provided herein, and (b) presently existing roads and roads hereafter constructed by Scott Paper Company which are reasonably necessary to reach platted roads, in such portions of said quarter parcels as are not platted at the time of each use of said easement as provided herein.
Dated: May 27, 1982
Recorded: January 17, 1983
Auditor's No.: 8301170061



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