

AFTER RECORDING MAIL TO:  
Mr. Richard Best and Mr. Robert Best  
19907 Hillvue Place  
Burlington, WA 98233



200411160045  
Skagit County Auditor

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Filed for Record at Request of  
Land Title Company of Skagit  
Escrow Number: 113865-PE

LAND TITLE OF SKAGIT COUNTY

### Statutory Warranty Deed

Grantor(s): Dale R. Bartelmey, Jr. and Jamie D. Bartelmey  
Grantee(s): Richard L. Best and Robert J. Best  
Abbreviated Legal: Lot 31, Westpoint Condominium  
Assessor's Tax Parcel Number(s): 4751-000-031-0000, P116739

THE GRANTOR DALE R. BARTELMEY, JR. and JAMIE D. BARTELMEY, husband and wife for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION Completion of an I.R.C. Section 1031 Tax-Deferred Exchange in hand paid, conveys and warrants to RICHARD L. BEST, a married man as his sole and separate property and ROBERT J. BEST, a married man as his sole and separate property the following described real estate, situated in the County of Skagit, State of Washington.

Unit 31, "WESTPOINT CONDOMINIUM," as recorded April 20, 2000, under Auditor's File No. 200004200062 and amended September 7, 2000, under Auditor's File No. 200009070034, 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 November 9, 2004

# 60150  
SKAGIT COUNTY WASHINGTON  
Real Estate Excise Tax

NOV 16 2004  
Amount Paid \$ 2419.02  
Skagit County Treasurer  
By: Deputy

Dale R. Bartelmey, Jr.  
Dale R. Bartelmey, Jr.

Jamie D. Bartelmey  
Jamie D. Bartelmey

STATE OF Washington }  
COUNTY OF Skagit } SS:

I certify that I know or have satisfactory evidence that **Dale R. Bartelmey, Jr. and Jamie D. Bartelmey** the person(s) who appeared before me, and said person(s) acknowledged that they signed this instrument and acknowledge it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: November 10, 2004  
Carrie Huffer

CARRIE HUFFER  
STATE OF WASHINGTON  
NOTARY — • — PUBLIC  
MY COMMISSION EXPIRES 12-31-07

Carrie Huffer  
Notary Public in and for the State of Washington  
Residing at Burlington  
My appointment expires: 12/31/2007

EXCEPTIONS:

A. DECLARATION OF EASEMENTS, COVENANTS AND ROAD MAINTENANCE AGREEMENT TO THE TERMS AND CONDITIONS THEREOF:

Recorded: March 10, 1983 and October 18, 1983  
Auditor's Nos.: 8303100034 and 8310180004  
Executed By: PMP Development Corp., et al

B. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Grantee: Puget Sound Power & Light Company, a Washington Corporation  
Purpose: The right to construct, operate, maintain, repair, replace and enlarge an underground electric transmission and/or distribution system  
Area Affected: The 50-foot wide private road and a strip of land 7 feet in width lying parallel and adjacent to the said private road  
Recorded: April 12, 1983  
Auditor's No.: 8304120025

C. AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

Between: City of Burlington  
And: PMP Development Corporation, et al  
Recorded: April 5, 1984  
Auditor's No.: 8404050068

D. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Grantee: Puget Sound Energy, Inc., a Washington Corporation  
Purpose: One or more utility systems for purposes of transmission, distribution and sale of electricity  
Area Affected: Easement No. 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 No. 2: A strip of land 10 feet in width having 5 feet of such width on each side of a centerline across all lots, tracts and open spaces as now constructed or to be constructed on the above described property.  
Dated: November 22, 1999  
Recorded: December 3, 1999  
Auditor's No.: 199912030125

E. DECLARATION FOR WESTPOINT, A CONDOMINIUM AND THE TERMS AND CONDITIONS THEREOF:

Executed By: Allegre-Mitzel Partnership  
Recorded: April 20, 2000  
Auditor's No.: 200004200063

- Continued -

*D.A.* *GB*



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EXCEPTIONS CONTINUED:

E. (Continued):

FIRST AMENDMENT:

Recorded: September 7, 2000  
Auditor's No.: 200009070035

SECOND AMENDMENT:

Recorded: October 6, 2000  
Auditor's No.: 200010060069

THIRD AMENDMENT:

Recorded: February 26, 2002  
Auditor's No.: 200202260116

AGREEMENT REGARDING SUCCESSOR DECLARANT AND INDEMNITY WESTPOINT, A CONDOMINIUM AND THE TERMS AND CONDITIONS THEREOF:

Between: Allegre-Mitzel Partnership, a Washington general partnership  
And: Westside Meadows Limited Liability Company,  
a Washington limited liability company  
Dated: May 22, 2000  
Recorded: May 31, 2000  
Auditor's No.: 200005310037

F. Easements shown on face of Plat, as follows:

EASEMENT DEDICATION -

"An easement is hereby reserved for and granted to the City of Burlington, Public Utility District No. 1, Puget Sound Energy, AT&T Cable Services, GTE Northwest, Inc., Cascade Natural Gas, and their respective successors and assigns under and upon strips of land, varying in width, within unit and common element boundaries as 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 condominium and other property. Together with the right to enter upon the units and common elements 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 condominium by the exercise of rights and privileges herein granted.

Easements are hereby reserved for and granted to Puget Sound Energy, GTE Northwest, Inc. and their respective successors and assigns under and parcels about existing vaults and risers, as depicted hereon, for the purposes mentioned above.

- Continued -

*RA. QB*



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EXCEPTIONS CONTINUED:

F. (continued):

**PUD WATER PIPELINE EASEMENT PROVISION -**

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, 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 map and plans. Together with the right of ingress to and egress from said 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 maintained upon the easement or in any way interfere with, obstruct or endanger the district's use of the easement.

- G. Terms, provisions, requirements and limitations contained in the Horizontal Property Regimes Act, Chapter 156, Laws of 1963, (R.C.W.64.32) as now amended or as may hereafter be amended.
- H. Terms, provisions, requirements and limitations contained in the Washington Condominium Act, Chapters 43 and 428, Laws of 1989, (R.C.W.64.34) and as may be hereafter amended.

DA AB

