

AFTER RECORDING MAIL TO:  
Mr. and Mrs. David Kane  
3404 F Avenue  
Anacortes, WA 98221



200502250117  
Skagit County Auditor

2/25/2005 Page 1 of 3 1:44PM

Filed for Record at Request of  
First American Title Of Skagit County  
Escrow Number: A83834

### Statutory Warranty Deed

Grantor(s): John T. Willoughby and Melissa J. Willoughby  
Grantee(s): David Kane and Dionne R. Kane  
Assessor's Tax Parcel Number(s): P108750, 4676-000-058-0000

FIRST AMERICAN TITLE CO.  
A83834E

THE GRANTOR John T. Willoughby and Melissa J. Willoughby, husband and wife for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to David Kane and Dionne R. Kane, husband and wife the following described real estate, situated in the County of Skagit, State of Washington.

Lot 58, "HORIZON HEIGHTS DIV. NO. IV", as per plat recorded in Volume 16 of Plats, pages 105 and 106, records of Skagit County, Washington.

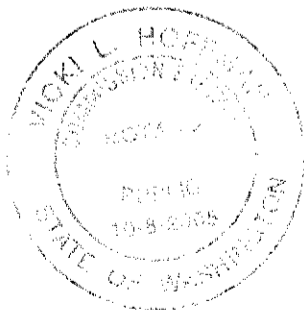
SUBJECT TO the Easements, Restrictions and other Exceptions set forth on Exhibit "A" attached hereto.

Dated: February 23, 2005  
867  
SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX  
John T. Willoughby  
Melissa J. Willoughby  
FEB 25 2005  
Amount Paid \$ 5117.50  
By Skagit Co. Treasurer Deputy

STATE OF Washington }  
COUNTY OF Skagit } SS:

I certify that I know or have satisfactory evidence that John T. Willoughby and Melissa J. Willoughby, the persons who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument and acknowledge it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

Date: 2/23/05  
Vicki L. Hoffman  
Notary Public in and for the State of Washington  
Residing at Anacortes  
My appointment expires: 10-8-05



A. AGREEMENT, AND THE TERMS AND PROVISIONS THEREOF:

Between: City of Anacortes  
And: Raymond G. Jones, et al  
Dated: November 5, 1968  
Recorded: March 27, 1970  
Auditor's No.: 737329  
Regarding: Extension of water and sewer systems

B. PROTECTIVE COVENANTS AND/OR EASEMENTS, BUT OMITTING RESTRICTIONS, IF ANY, BASED ON RACE, COLOR, RELIGION OR NATIONAL ORIGIN:

Dated: June 22, 1995  
Recorded: June 29, 1995  
Auditor's No.: 9506290069  
Executed by: Pacific Summit Construction

C. Terms and conditions of Agreement between the City of Anacortes and Pacific Summit Construction, Inc., dated December 12, 1995, recorded under Auditor's File No. 9512120080, regarding water and sewer connections.

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

Plat/Subdivision Name: Horizon Heights Div. No. IV  
Recorded: May 30, 1996  
Auditor's No: 9605300104

Said matters include but are not limited to the following:

1. Water - City of Anacortes
2. Sewage Disposal - City of Anacortes
3. Occupational Indicators Note: This Survey has depicted existing occupation lines in accordance with W.A.C. Chapter 332.130. These occupational indicators may indicate a potential for claims of unwritten title ownership the legal resolution of ownership based upon unwritten title claims has not been resolved by this Boundary Survey.
4. All lots fronting onto 32nd Street shall only be accessed from internal subdivision streets and not from 32nd Street.
5. Fencing along 32nd Street shall meet front yard fence requirements.
6. All lots corner have been set with 1/2 inch rebar with yellow caps marked "Skodje 19645".
7. Lots 36 through 48, shall have a rear yard setback of 55 feet and a maximum height of 27 feet for two-story homes and a rear yard setback of 40 feet and a maximum height of 18 feet for single-story homes.



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8. An easement is hereby reserved for and granted to Puget Sound Power and Light Company; G.T.E. Northwest, Inc.; Cascade Natural Gas and T.C.I. Cablevision of Washington, Inc., and their respective successors and assigns under and upon the exterior 10 feet parallel and adjacent to the street frontage of all lots in which to install, lay, construct, renew, operate and maintain underground conduits, cable and wires with necessary facilities and other equipment for the purpose of serving the subdivision and other property with electric, television and telephone service, TOGETHER WITH the right to enter upon the lots at all times for the purposes stated.

9. All claims for damage by the owners and their heirs and assigns against any governmental authority are waived which may be occasioned to the adjacent land by the establishment, construction, drainage and maintenance of said roads.

10. Utilities easement affecting the North 20 feet of Lot 65 only.

11. A 20 foot wide drainage easement through the South 15 feet of Lot 60 and the North 5 feet of Lot 59.



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