

AFTER RECORDING MAIL TO:

896 N. Burlington Blvd.
Burlington, WA. 98233



200503140184

Skagit County Auditor

3/14/2005 Page 1 of 4 3:48PM

Filed for Record at Request of
First American Title Of Skagit County
Escrow Number: B84144

Statutory Warranty Deed

Grantor(s): Greg A. Ingman and Barbara A. Ingman
Grantee(s): Chuckanut Valley Properties, LLC
Assessor's Tax Parcel Number(s): P109093, 8011-000-003-0000

FIRST AMERICAN TITLE CO.
B84144E

THE GRANTOR Greg A. Ingman and Barbara A. Ingman, husband and wife for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to Chuckanut Valley Properties, LLC the following described real estate, situated in the County of Skagit, State of Washington.

Lot 3 of Burlington Short Plat No. 1-96, approved May 31, 1996, recorded July 12, 1996 in Book 12 of Short Plats, page 119, under Auditor's File No. 9607120132, records of Skagit County, Washington, and being a portion of the Northwest 1/4 of Section 32, Township 35 North, Range 4 East, W.M.

TOGETHER WITH an easement for ingress and egress, over and across a portion of Lots 1 and 2 as shown on the face of said Short Plat.

Subject to covenants, conditions, restrictions and easements, if any, as per attached Exhibit "A" attached hereto and made a part hereof.

Dated: March 10, 2005

Greg A. Ingman

1146
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

MAR 14 2005

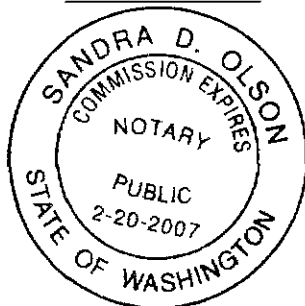
Amount Paid \$ 1000.00
By Skagit Co. Treasurer Deputy

STATE OF Washington
COUNTY OF Skagit

SS:

I certify that I know or have satisfactory evidence that Greg A. Ingman and Barbara A. Ingman, 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: 3/11/05



Sandra D. Olson
Notary Public in and for the State of Washington
Residing at Burlington WA
My appointment expires: 2-20-07

EXCEPTIONS:

A. EASEMENT, INCLUDING TERMS AND PROVISIONS THEREOF:

Grantee: Drainage District No. 14 of Skagit County, Washington, a municipal corporation
Dated: July 12, 1950
Auditor's No.: 456037
Purpose: To dig, construct, install, maintain and operate a drainage ditch
Area Affected: As constructed

B. EASEMENT, INCLUDING TERMS AND PROVISIONS THEREOF:

Grantee: Public Utility District No. 1 of Skagit County, Washington, a municipal corporation, its successors or assigns
Dated: December 12, 1949
Recorded: December 15, 1949
Auditor's No.: 439436
Purpose: The right to lay, maintain, operate, relay and remove at any time a pipe or pipes, line or lines for the transportation of water, and if necessary to erect, maintain, operate and remove said lines with right of ingress and egress to and from the same
Area Affected: As constructed

C. EASEMENT AND PROVISIONS THEREIN:

Grantee: Puget Sound Power & Light Company, a Washington corporation
Dated: May 15, 1996
Recorded: May 24, 1996
Auditor's No.: 9605240144
Purpose: Right to construct, operate, maintain, repair, replace and enlarge one or more electric transmission and/or distribution lines over and/or under the right of way;
Location: As constructed

D. MATTERS AS DISCLOSED AND/OR DELINEATED ON THE FACE OF THE FOLLOWING BINDING SITE PLAN:

Binding Site Plan: BSP 1-96
Recorded: July 12, 1996
Auditor's No.: 9607120132

Said matters include but are not limited to the following:

1. Binding Site Plan Number and Dates of Approval shall be included in all deeds and contracts
2. Water – Public Utility District No. 1



200503140184
Skagit County Auditor

3. Sewage Disposal – City of Burlington Sanitary Sewer System

4. All maintenance and construction of private roads are the responsibility of the lot owners and the responsibility of maintenance shall be in direct relationship to usage of road.

5. Floodplain – Buyer should be aware that the Binding Site Plan is located in the flood plain and significant elevation may be required from the first floor of commercial construction.

6. An easement is hereby reserved for and granted to all public and private utilities including but not limited to Puget Sound Power and Light Company, Public Utility District No. 1, General Telephone Companies, TCI Cablevision Company, Cascade Natural Gas Company and their respective successors and assigns under and upon the South 10 feet of the North 17.3 feet of Lot 2, and indicated as Easement "A" on this Binding Site Plan, in which to install, lay, construct, renew, operate and maintain underground conduits, cables and wires with necessary facilities and other equipment for the purpose of serving the subdivision and other property with electric, telephone, gas, water and cablevision service 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.

7. 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 or 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 Binding Site Plan, 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.

8. Parcels 1 and 2 of the Binding Site Plan are subject to an easement for ingress and egress benefiting Lot 3 of this Binding Site Plan. The maintenance and construction of said access shall be borne by the owners of Lot 3, their heirs, successors and assigns. The location of said easement is more particularly described as follows:

The South 13 feet of Lot 1 and the North 13 feet of Lot 2, together with that portion of Lot 1 lying Southerly of a line indicated on this site plan as C1, L1, C2, L4 and C3; and that portion of Lot 2 lying Northerly of a line indicated on this site plan as C4, L2 and L3.

9. Location of existing fence

10. A 20' wide Drainage District #14 easement (AF#456037) based on existing ditch

11. A 30' wide Drainage District #14 easement (AF#456037) approximate location only (No evidence of existing ditch)

12. Reference line of 20' sewer easement to City of Burlington (AF#9605300115)



200503140184

Skagit County Auditor

13. PUD easement

14. Grantors, their 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. REGULATORY NOTICE/AGREEMENT THAT MAY INCLUDE COVENANTS, CONDITIONS AND RESTRICTIONS AFFECTING THE SUBJECT PROPERTY:

Executed By: Greg Ingman
Recorded: December 11, 1996
Auditor's No.: 9612110037
Regarding: Contribution to regional drainage improvements and
right-of-way (street) improvements

Reference is hereby made to the record for the full particulars of said notice/agreement. However, said notice/agreement may have changed or may in the future change without recorded notice.



200503140184
Skagit County Auditor

3/14/2005 Page

4 of

4 3:48PM