

AFTER RECORDING MAIL TO:
Mr. Steve Sargent, Manager
8584 So. March Point Road
Anacortes, WA 98221



200503310139
Skagit County Auditor

3/31/2005 Page 1 of 4 2:14PM

Filed for Record at Request of
First American Title Of Skagit County
Escrow Number: A83887

Bargain and Sale Deed

Grantor(s): Skagit State Bank
Grantee(s): Tyee LLC
Abbreviated Legal:

FIRST AMERICAN TITLE CO.

A83887E

Section 3, Township 34, Range 2: Ptn. SW and ptn. NW (aka Lot 2 of Short Plat No. 95-020)

THE GRANTOR(S) Skagit State Bank, a Washington corporation for and in consideration of **FOUR HUNDRED TWENTY ONE THOUSAND AND NO/100 Dollars \$421,000.00**, in hand paid, bargains, sells, and conveys to Tyee/LLC, a Washington limited liability company the following described estate, situated in the County of Skagit, state of Washington:

Lot 2, Short Plat No. 95-020, approved May 6, 1996 and recorded May 13, 1996 in Volume 12 of Short Plats, pages 96 and 97, under Auditor's File No. 9605130078; being portion of the Northwest ¼ and the Southwest ¼ of Section 3, Township 34 North, Range 2 East, W.M.:

EXCEPT that portion granted to the City of Anacortes, a municipal corporation, by Quit Claim Deed dated July 7, 2004, recorded August 3, 2004 under Auditor's File No. 200408030192.

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

Assessor's Property Tax Parcel/Account Number : 340203-2-004-0200, P109062

The Grantor(s) for himself/herself/themselves and for his/her/their successors in interest do(es) by these presents expressly limit the covenants of the deed to those herein expressed, and exclude all covenants arising or to arise by statutory or other implication, and do(es) hereby covenant that against all persons whomsoever lawfully claiming or to claim by, through, or under said Grantor(s) and not otherwise, he/she/they will forever warrant and defend the said described real estate.

Dated: March 22, 2005

Skagit State Bank

By: Gary Medcalf, Vice President

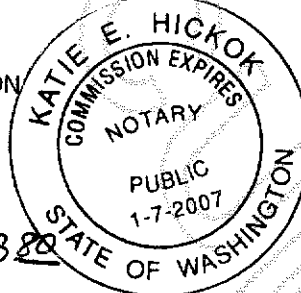
#1489
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

MAR 31 2005

Amount Paid \$ 7493.80
By Skagit Co. Treasurer Deputy

State of Washington
County of Skagit

SS:



I certify that I know or have satisfactory evidence Gary Medcalf the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument, on oath stated he/she/they are authorized to execute the instrument and is Vice President of Skagit State Bank to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Date: 3-24-04

Katie E. Hickok

Notary Public in and for the State of Washington
Residing at Mt Vernon
My appointment expires: 1-7-07

LPB 15

EXHIBIT A

A. Condemnation by the State of Washington of rights of access to State Highway and of light, view and air, by decree entered May 22, 1961, in Skagit County Court Cause No. SC-26054.

B. Reservation of easement right-of-way for ingress and egress to be not less than 50 feet in favor of property adjacent to the West, as reserved in Deed recorded under Auditor's File No. 9408160065, through which title is claimed. Said easement to be identified with future development of the subject property. (Exact width and location not being disclosed).

C. Any question regarding mislocated fence line as disclosed by Survey recorded February 16, 1995, under Auditor's File No. 9502160018.

D. EASEMENT AND PROVISIONS THEREIN:

Grantee: Puget Sound Power & Light Company
Dated: February 21, 1995
Recorded: March 17, 1995
Auditor's No. 9503170095
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: East 10 feet of Lot 4, 10 foot strip in Northerly portion of Lot 4 and Northerly 10 feet of Lot 1

E. AGREEMENT, AND THE TERMS AND CONDITIONS THEREOF:

Between: City of Anacortes
And: Jerry and Molly Smith and Charles and Margaret Olson
Dated: December 12, 1997
Recorded: December 22, 1997
Auditor's No: 9712220117
Regarding: City of Anacortes Annexation Agreement

F. MATTERS AS DISCLOSED AND/OR DELINEATED ON THE FACE OF THE FOLLOWING SHORT PLAT:

Short Plat No.: 95-020
Recorded: May 13, 1996
Auditor's No: 9605130078

Said matters include but are not limited to the following:

1. 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.



200503310139
Skagit County Auditor

3/31/2005 Page

2 of

4 2:14PM

2. Short Plat number and date of approval shall be included in all deeds and contracts.
3. This survey was performed in the field using a Lietz Set 4.A electronic distance measuring theodolite.
4. Water - Skagit County P.U.D.
5. Sewage Disposal - On-site disposal systems
6. This survey has depicted existing fencelines in accordance with W.A.C. 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.
7. No building permit shall be issued for any residential and/or commercial structures, which are not at the time of application determined to be within an official designated boundary of Skagit County Fire District.
8. Change in location of access may necessitate change of address. Contact Skagit County Public Works.
9. Highway right-of-way is based on highway plans dated August 2, 1960, Sheet 4 of 11 sheets.
10. Alternative on-site sewage disposal system may have special design, construction and maintenance requirements. See Skagit County Health Officer for details.
11. All lots are subject to and together with a road easement for ingress, egress and utilities over, under and across as shown on Sheet No. 1.
12. Ten (10) foot easement granted to Puget Sound Power and Light per document described under Auditor's File No. 9503170095.
13. A 10 foot easement is hereby granted to all owners of Lots 1 to 4, the centerline of which is the centerline of the existing swales, ditches and storm drain pipes, together with a 10 foot strip surrounding the detention pond, adjoining swale as well as the detention pond itself. The maintenance of the drainage facilities shall be the responsibility of the Homeowner's Association. Skagit County may utilize the plat easements to perform inspections and/or emergency maintenance. All maintenance performed by Skagit County shall be at the expense of the Homeowner's Association as per Skagit County Drainage Ordinance 14.26.
14. See Skagit County Variance VAR-95-032 approved September 20, 1995 in regards to Molly Lane.
15. 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 P.U.D. 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



200503310139
Skagit County Auditor

3/31/2005 Page

3 of

4 2:14PM

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 this 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.

16. Drainage easement affecting a portion of Lot 1

17. Detention Pond

G. AGREEMENT, AND THE TERMS AND CONDITIONS THEREOF:

Between:	Jerry Smith and Molly Smith, husband and wife
And:	Charles Olson and Margaret Olson, husband and wife
Dated:	October 17, 1995
Recorded:	May 13, 1996
Auditor's No:	9605130079
Regarding:	Ingress, egress and utilities



200503310139
Skagit County Auditor

3/31/2005 Page

4 of

4 2:14PM