

When Recorded Return to:  
Skagit County  
700 S. Second Street Room 202  
Mount Vernon, WA 98273



200506010004  
Skagit County Auditor

6/1/2005 Page 1 of 6 9:00AM

LAND TITLE OF SKAGIT COUNTY  
116124-PE

### Warranty Deed

**Grantor(s):** Rogers Family Revocable Living Trust, Edwin J. Rogers and Nancy E. Rogers, Trustees

**Grantee(s):** Skagit County

**Legal Description (abbreviated):** West 10 acres of East 10 acres of SE NW 16-34-2

**Assessor's Tax Parcel Number:** 340416-2-033-0005 P25048  
340416-2-033-0200 P110635

For and in consideration of Nine Hundred Fifty Thousand Dollars and No Cents (950,000.00), the receipt and adequacy of which are hereby acknowledged, **Edwin J. Rogers and Nancy E. Rogers, as Trustees of the Rogers Family Revocable Living Trust**, ("Grantor") conveys and warrants to **Skagit County**, a corporation ("Grantee") the following described real estate, situated in the County of Skagit, State of Washington:

The West 10 acres of the East 20 acres of the Southeast Quarter of the Northwest Quarter of Section 16, Township 34 North, Range 4 East W.M.,

EXCEPT the right of way for State Highway No. 538, commonly known as College Way, along the South line thereof;

AND EXCEPT that portion of said premises, if any, lying within the East half of the West half of said Southeast Quarter of the Northwest Quarter:

*W. E. R.*  
*EJR*  
SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX  
# 2744  
JUN 01 2005 10910

Warranty Deed

Page 1

Amount Paid \$  
Skagit Co. Treasurer  
By *[Signature]* Deputy  
Elliott W. Johnson Inc. P.S.  
711 South First Street  
Mount Vernon, WA. 98273  
(360) 336-6502 Fax 336-5616  
Email Info@EWJLaw.com

AND ALSO EXCEPT that portion conveyed to the State of Washington, by deed recorded August 14, 1986, under Auditor's File No. 8608140061.

SUBJECT TO all encumbrances and defects as are listed on Schedule B-1 (attached hereto) of Land Title Company Order No 116124-PE, dated April 12, 2005;

AND RESERVING UNTO THE GRANTOR a conditional life estate in that portion of the property as delineated on the attached Exhibit "A" which by reference is incorporated herein as though fully set forth. Although the physical boundaries and actual area will vary, this portion of the property is presently represented by Skagit County Assessor's Parcel No. P25048. Said life estate parcel shall be referred to herein as "Parcel P25048". Said life estate is measured by the lives of the Seller Trustees, Edwin J. Rogers and Nancy E. Rogers and shall continue only so long as either of them is able and willing to reside thereon. At such time as neither Edwin J. Rogers nor Nancy E. Rogers is able to continue residing thereon, this life estate shall terminate and be of no further force or effect. Said life estate is further subject to and conditioned upon the following additional terms and conditions:

1. Privacy Barrier. Purchaser agrees to construct, prior to any active development or use of the Property, a "Privacy Barrier" to visually screen the life estate parcel from the balance of the Property "Privacy Barrier" shall consist of fencing and/or landscape screening mutually agreeable to by both Purchaser and Seller.
2. Landlord-Tenant Act Does Not Apply. The parties acknowledge that a landlord-tenant relationship has not been created hereby and that RCW Chapter 59.18 has no application to the relationship of the life tenant (Seller) with the remainder man (Buyer).
3. Maintenance, Repair, Waste. Seller covenants and agrees to keep the Property in good condition and repair; to permit no waste thereof; to restore promptly any building, structure or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances, regulations, covenants, conditions, and restrictions affecting Parcel P25048. Buyer shall have no obligations to repair, replace or improve any portion of Parcel P25048 or any structure thereon.
4. Utilities. Seller shall remain liable for all utilities consumed on Parcel P25048 during any period of occupancy and so long as the life estate of Seller remains in existence.

*WJR*  
*EJR*  
Page 2

Warranty Deed

H:\EWJ\Skagit County\Rogers, Edwin\505 Deed.wpd  
5/16/5 14:45

Elliott W. Johnson Inc. P.S.  
711 South First Street  
Mount Vernon WA 98272



200506010004  
Skagit County Auditor

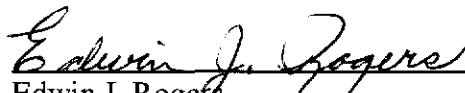
5. Taxes and Assessments. Seller covenants and agrees to pay before delinquent all lawful taxes (if any) upon Parcel P25048 and to keep the Property free and clear of all other charges, liens, or encumbrances.


6. Insurance. Seller covenants and agrees to keep all buildings now or hereafter erected on Parcel P25048 continuously insured against loss by fire or other hazards in an amount equal to their full insurable value. To provide any personal property insurance that Seller shall desire on Seller's personal property. To indemnify, defend and hold harmless Buyer from any and all liability and expense arising out of the occupancy of Parcel P25048. Liability shall include damages arising from death or injury to person, damage to property and all claims, damages, demands, fines, judgments penalties, obligations and payments. Expense includes legal expenses including reasonable attorneys' fees and out of pocket expenses and reasonable costs and expense of investigations. Seller shall give reasonable notice to Buyer in writing of any claim or threatened claim with 30 days of knowledge of such claim or potential claim. Seller shall obtain and maintain on or with respect to the building liability insurance against liability for bodily injury and physical damage with a minimum of \$500,000. The policy shall be in such form as may be satisfactory to Buyer and with insurers qualified to do business in the State of Washington rated A- or better by Best's Key Rating Guide, unless otherwise agreed upon. Seller will give Buyer 30 days' written notice before the policy in question shall be altered or cancelled.

7. Casualty. Buyer shall have no obligation to repair or replace any structure or other property upon the Parcel P25048 and risk of loss shall remain with the life tenant throughout the term of the life estate.

Dated as of 6-1, 2005.

Edwin J. Rogers and Nancy E. Rogers, as Trustees  
of the Rogers Family Revocable Living Trust

  
Edwin J. Rogers

  
Nancy E. Rogers

Warranty Deed

Page 3

H:\EWJ\Skagit County\Rogers, Edwin\505 Deed.wpd  
5/16/5 14:45

Elliott W. Johnson Inc. P.S.  
711 South First Street  
Mount Vernon, WA 98273  
(360) 336-6502 Fax 336-5616  
Email Info@EWJ.PS



200506010004  
Skagit County Auditor

6/1/2005 Page

3 of

6 9:00AM

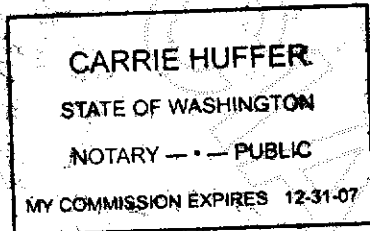
State of Washington )  
 ) ss.  
County of Skagit )

I certify that I know or have satisfactory evidence that Edwin J. Rogers and Nancy E. Rogers are the persons who appeared before me and acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the sole trustees of Rogers Family Revocable Living Trust, a trust to be the free and voluntary act of such trust for the uses and purposes mentioned in the instrument.

Dated: June 1, 2005

[Signature]

Notary Public  
My appointment expires: 12-31-07



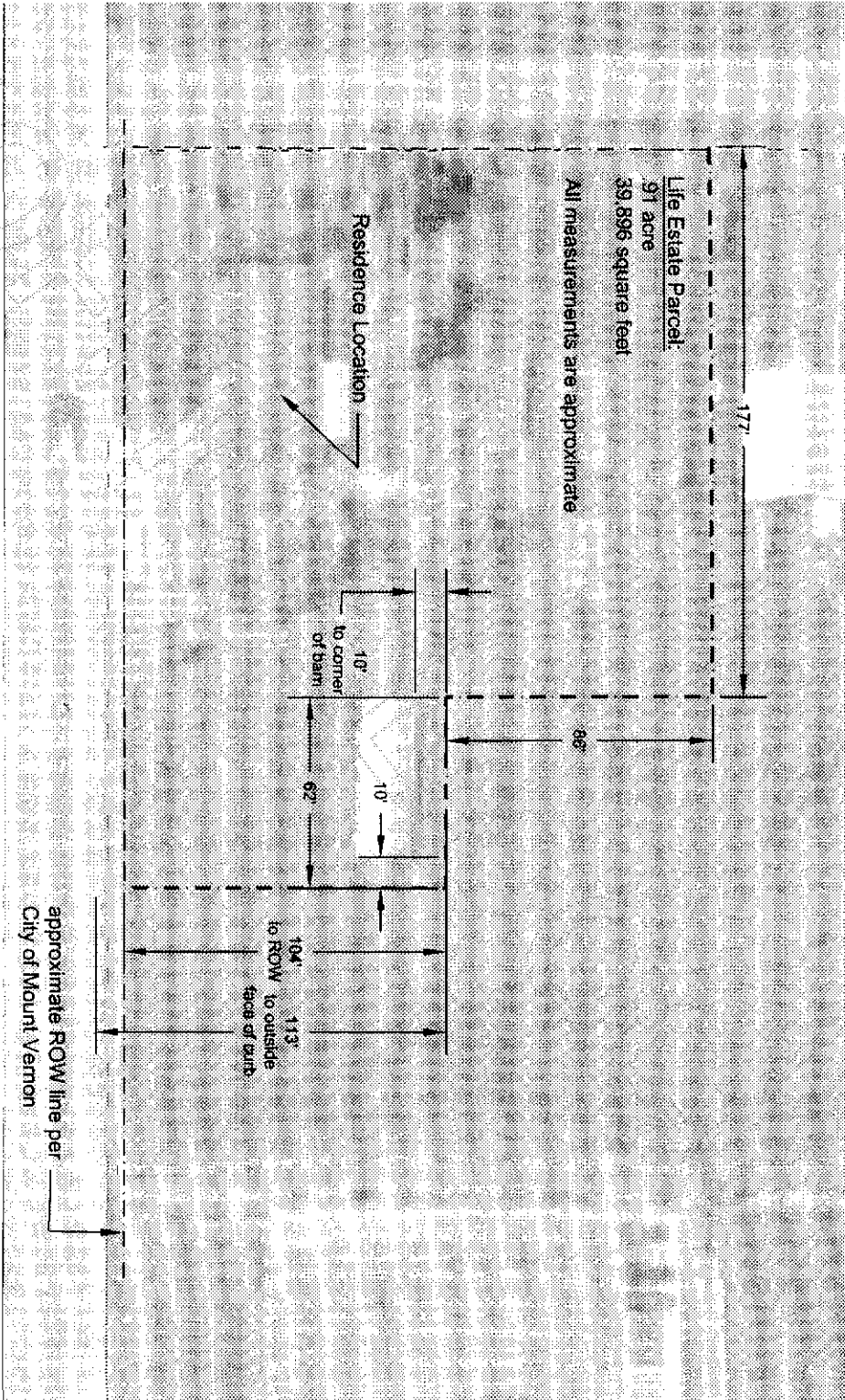
# Rogers' Life Estate Parcel

Exhibit "A" *n.e.c. 298*

2801 E College Way



1/1



200506010004  
Skagit County Auditor

EXCEPTIONS:

A. Reservation of minerals, etc., provided by Section 7873 of Reminton's Revised Statutes, as contained in Deed from the State of Washington to M.I. Crane, dated March 29, 1917, filed for record April 5, 1917, and recorded in Volume 106 of Deeds, page 366. Reference being hereby made to the record for full particulars.

B. AN EASEMENT AFFECTING THE PORTION OF SAID PREMISES AND FOR THE PURPOSES STATED HEREIN, AND INCIDENTAL PURPOSES.

For: Right, privilege and authority to construct, reconstruct, operate, inspect, | maintain, or remove lines of telephone and telegraph, or other signal of communication circuits, consisting of such underground conduits, cables, manholes, poles, and other markers, fixtures and appurtenances  
In Favor Of: Continental Telephone Co., a Washington corporation, its successors and assigns  
Recorded: March 4, 1977  
Auditor's No.: 851950  
Affects: The South 6 feet of the property herein described

C. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Grantee: Puget Sound Power & Light Company, a Washington corporation  
Purpose: One or more electric transmission and/or distribution  
Area Affected: The North 10.00 feet of the South 50.00 feet  
Dated: July 3, 1986  
Recorded: August 21, 1986  
Auditor's No.: 8608210069

D. WATER PIPELINE EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Grantee: Public Utility District No. 1 Skagit County, Washington , a Municipal Corporation  
Purpose: A pipe or pipes, line or lines for the transportation of water  
Area Affected: The South 10 feet of the following described tract and lying adjacent to and contiguous with the North right of way of College Way  
Dated: --, 1997  
Recorded: October 10, 1997  
Auditor's No.: 9710100066

*W.C.R. EJR*



200506010004

Skagit County Auditor