



200508150115

Skagit County Auditor

8/15/2005 Page

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8 11:42AM

AFTER RECORDING MAIL TO:

Gerald Gilbertson and Sharon K. Gilbertson
 940 Digby Lane
 Mount Vernon, WA 98274

Filed for Record at Request of
 First American Title Of Skagit County
 Escrow Number: B84884

Statutory Warranty Deed

Grantor(s): Sea-Van Investments Associates

FIRST AMERICAN TITLE CO.

Grantee(s): Gerald Gilbertson and Sharon K. Gilbertson
 Lot 179, "PLAT OF EAGLEMONT, PHASE 1B, DIVISION 4,"

B84884

Assessor's Tax Parcel Number(s): 4866-000-179-000 (P123111)

THE GRANTOR Sea-Van Investments Associates, a Washington general partnership for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to Gerald Gilbertson and Sharon K. Gilbertson, husband and wife the following described real estate, situated in the County of Skagit, State of Washington.

Lot 179, "PLAT OF EAGLEMONT, PHASE 1B, DIVISION 4," as per plat recorded on August 8, 2005 under Auditor's File No. 200508080162, records of Skagit County, Washington.

Subject to covenants, conditions, restrictions and easements, if any, as per Exhibit "A"

Dated 08/12/05

Sea-Van Investments Associates

By: Edward Young, General Partner

State of
 County of

Washington
 Skagit

SS:

I certify that I know or have satisfactory evidence 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 of to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Date:

4383

SKAGIT COUNTY WASHINGTON
 Real Estate Excise Tax

AUG 15 2005

Amount Paid \$ 2105.40
 Skagit County Treasurer
 By: Deputy

Notary Public in and for the State of

Residing at

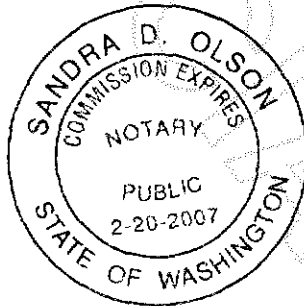
My appointment expires:

STATE OF WASHINGTON, }
County of Skagit } SS.

ACKNOWLEDGMENT - General Partnership

On this day before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Edward Young
_____ to me known to be the individual _____ described in and who executed the foregoing instrument, as a General partner _____ of the Sea Van Investments Associates, a General Partnership, and acknowledged to me that he signed and sealed this said instrument as his free and voluntary act and deed, for the uses and purposes therein mentioned, and on oath stated he is authorized to execute the said instrument.

GIVEN under my hand and official seal this 12th day of August 2005, 19____.



Sandra Olson
Notary Public in and for the State of Washington,
residing at Burlington
My appointment expires 2-20-07

STATE OF WASHINGTON, }
County of _____ } SS.

ACKNOWLEDGMENT - Limited Partnership

On this day before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____
_____ to me known to be the individual _____ described in and who executed the foregoing instrument, as a General partner _____ of the _____, a Limited Partnership, and acknowledged to me that _____ signed and sealed this said instrument as _____ free and voluntary act and deed, for the uses and purposes therein mentioned, and on oath stated _____ authorized to execute the said instrument.

GIVEN under my hand and official seal this _____ day of _____, 19____.

Notary Public in and for the State of Washington,
residing at _____

My appointment expires _____

This jurat is page _____ of _____ and is attached to _____



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EXHIBIT "A"

EXCEPTIONS:

A. RESERVATIONS CONTAINED IN DEED

Executed by: James E. Moore and Myrtle Moore, his wife
Recorded: February 4, 1942
Auditor's No: 348986
As Follows:

Reserving unto English Lumber Company, its successors and assigns, all oil, gases, coal, ores, minerals, fossils, etc., and the right of entry for opening, developing and working the same.

Affects Northeast 1/4 of the Southwest 1/4; EXCEPT the Northwest 1/4 thereof, all in Section 27, Township 34 North, Range 4 East, W.M.

B. RESERVATIONS CONTAINED IN DEED

Executed by: Marie Fleitz Dwyer; Frances Fleitz Rucker and Lola Hartnett Fleitz
Recorded: October 22, 1918
Auditor's No: 128138
As Follows:

Undivided 1/2 in all oil, gases, coals, ores, minerals, fossils, etc., and the right of entry for opening, developing and working the same.

Affects Southwest 1/4 of Section 27, Township 34 North, Range 4 East, W.M.

C. RESERVATIONS CONTAINED IN DEED

Executed by: Atlas Lumber Company
Recorded: April 18, 1914
Auditor's No: 102029
As Follows:

Reserving to the Grantor all oil, gases, coal, ores, minerals, fossils, etc., and the right of entry for opening, developing and working the same and providing that such rights shall not be exercised until provision has been made for full payment of all changes substantial by reason of such entry.

Affects Southeast 1/4 of Section 27, Township 34 North, Range 4 East, W.M., and other property.

D. EASEMENT AS DELINEATED AND/OR DEDICATED ON THE FACE OF THE SURVEY, RECORDED UNDER AUDITOR'S FILE NO. 9211250027:

Purpose: Sanitary sewer, access and utility
Affects: Various strips as delineated on the face of said Survey



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E. EASEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF:

Grantee: Puget Sound Power & Light Company
Dated: August 8, 1993
Recorded: August 25, 1993
Auditor's No: 9308250085
Purpose: Right to enter said premises to operate, maintain and repair underground electric transmission and/or distribution system, together with the right to remove brush, trees and landscaping which may constitute a danger to said lines

Area Affected:

A right-of-way 10 feet in width having 5 feet of such width on each side of a centerline described as follows:

The North 230 feet of the South 420 feet of the West 130 feet of the East 210 feet of the Southeast 1/4 of Section 27, Township 34 North, Range 4 East, W.M. (This easement may be superseded at a later date by a document with a more specific easement description based on an as built Survey furnished by Grantor at no cost to Grantee.)

F. EASEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF:

Grantee: Cascade Natural Gas Corporation
Dated: September 28, 1993
Recorded: October 11, 1993
Auditor's No: 9310110127
Purpose: Natural gas pipeline or pipelines
Area Affected: 10 feet in width per mutual agreement

G. EASEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF:

Grantee: Puget Sound Power & Light Company
Dated: August 8, 1993
Recorded: November 2, 1993
Auditor's No: 9311020145
Purpose: Right to construct, operate, maintain, repair, replace and enlarge one or more electric transmission and/or distribution lines over and/or under
Area Affected:

Easement No. 1: All streets, road rights-of-way, green belts, open spaces and utility easements as now or hereafter designed, platted and/or constructed within the above described property. (When said streets and roads are dedicated to the public, this clause shall become null and void.)

Easement No. 2: A strip of land 10 feet in width, across all lots, tracts and spaces located within the above described property being parallel to and coincident with the boundaries of all private/public street and road rights-of-way.

Easement No. 3: A strip of land 20 feet in width parallel to and coincident with the boundaries of Waugh Road as designed, platted and/or constructed within the above-described property.



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

Dated: January 11, 1994
Recorded: January 25, 1994
Auditor's No: 9401250030
Executed by: Sea-Van Investments Associates, a Washington General Partnership

ABOVE COVENANTS, CONDITIONS AND RESTRICTIONS WERE AMENDED:

Declaration Dated: December 11, 1995
Recorded: December 11, 1995
Auditor's No: 9512110030

ABOVE COVENANTS, CONDITIONS AND RESTRICTIONS WERE AMENDED:

Declaration Dated: March 13, 1996
Recorded: March 18, 1996
Auditor's No: 9603180110

ABOVE COVENANTS, CONDITIONS AND RESTRICTIONS WERE AMENDED:

Declaration Dated: January 31, 2000
Recorded: February 1, 2000
Auditor's No: 200002010099

I. Easement and set-back requirements as set forth in the covenants to Eaglemont, recorded under Auditor's File No. 9401250030.

J. EASEMENT, INCLUDING TERMS AND PROVISIONS THEREOF:

Grantee: G.T.E. Northwest
Dated: February 7, 1994
Recorded: February 28, 1994
Auditor's No.: 9402280074
Purpose: Telephone lines, etc.
Area Affected: Portion of community tract at Northwest corner of intersection of Eaglemont Drive and Beaver Pond Drive

Said easement supersedes easement recorded under Auditor's File No. 9311090007.

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

Plat/Subdivision Name: Eaglemont, Phase 1B, Division 4
Recorded: August 8, 2005
Auditor's No.: 200508080162



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Said matters include but are not limited to the following:

1. 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 waterline, 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 waterline easements, and private drive shown hereon; also, the right to cut and/or trim 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 the 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.

2. **UTILITY EASEMENT:** An easement is hereby reserved for and granted to the City of Mount Vernon, Public Utility District No. 1, Puget Sound Energy, Verizon, Cascade Natural Gas Corp. and AT & T, and their respective successors and assigns, under and upon the exterior ten (10) feet of front boundary lines of all lots and tracts as shown hereon and other utility easements, if any, 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 subdivision and other property, 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.

3. **DEDICATION:** Know all men by these presents that we, the undersigned owners in fee simple or contract purchaser and mortgage holder of the land hereby subdivided, declare this plat as our free and voluntary act for the purposes shown herein and dedicate to the use of the public forever the public drives and courts shown hereon and the use thereof for all public purposes not inconsistent with the use thereof for public highway purposes, together with the right to make all necessary slopes for cuts and fills upon the lots and blocks shown hereon in the original reasonable grading of the drives and courts shown hereon. The undersigned hereby dedicate to the City of Mount Vernon Tracts J-1, J-2, J-3 and S.

4. Plat Number and date of approval shall be included in all deeds and contracts.
5. Sewage Disposal – City of Mount Vernon.
6. Water – PUD No. 1 of Skagit County.
7. Power – Puget Sound Energy.
8. Gas – Cascade Natural Gas Corporation.



9. Telephone – Verizon.
10. Cable – Comcast.
11. All lots within this subdivision are subject to impact fees payable upon issuance of building permit.
12. For Section subdivision information, refer to the plat of Eaglemont, Phase 1A, recorded under Auditor's File No. 9401250031, within which this plat is totally encompassed. Section subdivision shown on Section Map below is from the aforementioned Plat filed under the same Auditor's File No., Sheet 3 of 17.
13. Building setbacks:
Front Yard – 20 feet
Side Yard – 5 feet
Rear Yard – One of the following shall apply:
10 feet where the rear yard abuts wetland or open space areas.
Wetland Buffer – 10 feet, except where as noted on the plans or covered under the rear yard setback provisions.
25 feet where the rear yard abuts the golf course.
No building setbacks may encroach into utility easements.
14. An easement for the purpose of providing storm sewer service is hereby granted in favor of the owners of Lots 178 through 180, Lots 141 through 145, and Lots 85 through 89 in the 10' private storm drain easement crossing said Lots as shown on sheet 4 of 5, and 5 of 5. An easement for the purpose of providing storm sewer service is hereby granted in favor of Lots 142 and 143 in the 20' public storm drain crossing said lots as shown on sheet 4 of 5. The maintenance of private storm sewer easements established and granted herein shall be the responsibility of, and the costs thereof shall be borne equally by, the present and future owners of the abutting property and their heirs, personal representatives and assigns.
- The City of Mount Vernon is hereby granted the right to enter said easements for emergency purposes at its own discretion.
15. There is hereby granted to the Homeowners Association an easement over and across the areas designated on the Plat Map as non-exclusive slope easements with the right of the Homeowners Association to enter upon said premise for the purpose of maintaining, reconstructing or replacing existing cut and fill slopes and all appurtenances necessary thereto. The present and future lot owners shall refrain from placing or constructing or allowing others to place or construct any building or other improvements of any kind upon said premise. The City shall under no circumstance be held responsible for the restoration of any building or improvements if they are disturbed during the exercise of this easement.
16. There is hereby granted to the Homeowners Association a permanent easement over and across the areas designated on the Plat as wall easements, with the right to the Homeowners Association to enter upon said premise to reconstruct the existing structural walls and all appurtenances or replace the existing walls with constructed slopes and all appurtenances necessary thereto. The homeowners may also enter upon said premise for the purpose of performing maintenance to the existing walls or future constructed slopes. The present and future lot owners shall refrain from placing or constructing or allowing others to place or construct any buildings or other improvements of any kind upon said premise. The Homeowners Association shall under no circumstance be held responsible for the restoration of any building or improvements if they are disturbed during the exercise of this easement.

17. Tract "P" shall be owned by the Homeowners Association. Tract "P" is hereby subject to a public pedestrian easement along the trails and pathways that meander through this tract. The maintenance of this tract shall be in strict compliance with the approved landscaping plan unless otherwise approved by the City. The landscaping and the maintenance of public trails and paths within this open space shall be the sole responsibility of the Homeowners Association.

18. Tract "Q" is designated and reserved for future development and ownership is retained by Sea-Van Investments Associates.

19. Tract "Q-1" Olympic Lane shall be owned by the Homeowners Association. Easements for ingress/egress and for the installation and maintenance of utilities are hereby granted in favor of all adjoining property owners. The maintenance of the private road within this tract shall be the responsibility of the Homeowners Association. The City of Mount Vernon is hereby granted the right to enter said easements for emergency purposes at its own discretion.

20. In order to ensure adequate fall for side sewers, minimum finished floor elevations have been determined for Lots 85-89, 141-145 and 178-180. Please see construction record drawings dated June 2005 by David Evans and Associates, Inc.

21. That portion of Beaver Pond Drive South that is located within the proposed Divisions 5 and 6 of Eaglemont Phase 1B, must be improved to fire access standards of 20 feet wide with 4-inch crushed surfacing prior to the first occupancy of any home within this plat.

22. Landscaping within street right of ways shall conform to prior Eaglemont P.U.D. approvals. The golf course and Homeowners Association shall be responsible for the installation and maintenance of all landscaping within the public street right of ways.

23. Landscape plans for each lot must be submitted with the building permit application and conform to prior Eaglemont P.U.D. approvals.

24. 20-foot water line and 30-foot storm drain, sanitary sewer, waterline and access easements affecting Tract Q-1 (Olympic Lane), Tract 1 and Tract 89.



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