

AFTER RECORDING MAIL TO:
Bryan R. Kay and Kathryn M. Kay



200509200153
Skagit County Auditor

9/20/2005 Page 1 of 7 3:52PM

Filed for Record at Request of
First American Title Of Skagit County
Escrow Number: 83354

FIRST AMERICAN TITLE CO.
B83354-1

Statutory Warranty Deed

Grantor(s): B.C. Cypress Construction Inc., a Washington corporation
Grantee(s): Bryan R. Kay and Kathryn M. Kay

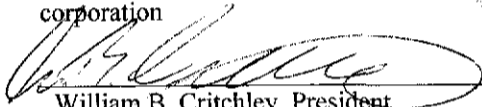
Assessor's Tax Parcel Number(s): 4840-000-003-0000 P121876

THE GRANTOR B.C. Cypress Construction Inc., a Washington corporation, for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to Bryan R. Kay and Kathryn M. Kay, husband and wife the following described real estate, situated in the County of Skagit, State of Washington.

Subject to paragraphs A to G of First American Title Company's Preliminary Title Commitment Number 83354 attached here to Lot 3 RED TAIL FLATS, PL03-0016, recorded August 9, 2004, under Auditor's File No. 2004080900156, records of Skagit County, Washington.

Dated September 19, 2005

B.C. Cypress Construction Inc., a Washington corporation



William B. Critchley, President



State of Washington }
County of Skagit } SS:

I certify that I know or have satisfactory evidence William B. Critchley is the person(s) who appeared before me, and said person(s) acknowledged that he signed this instrument, on oath stated he is authorized to execute the instrument and is President of B.C. Cypress Construction Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Date: Sept. 19, 2005

Kim M. Kerr

5203
SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

Notary Public in and for the State of WA
Residing at Mouset Vernon
My appointment expires: 12/15/2005

SEP 20 2005
Amount Paid \$ 7,880.98
Skagit County Treasurer
By: DC Deputy

Schedule "B-1"

Exceptions:

A. EASEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF:

Grantee: Puget Sound Energy, Inc.
Dated: February 27, 2004
Recorded: March 8, 2004
Auditor's No.: 200403080171
Purpose: "...utility systems for purposes of transmission, distribution and sale of gas and electricity..."
Area Affected: A strip of land ten (10) feet in width with five (5) feet on each side of the centerline

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

Plat/Subdivision Name: Red Tail Flats
Recorded: August 9, 2004
Auditor's No.: 200408090156

Handwritten mark

Said matters include but are not limited to the following:

1. Plat number and date of approval shall be included in all deeds and contracts.
2. Zoning – Rural Reserve (RRv)
Comprehensive Plan Designation – Rural Reserve (RRv)
3. Sewage – On-Site-Septic
4. No building permits shall be issued for any residential structures which are not at this time of application determined to be within an official designated boundary of Skagit County Fire District.
5. Change in location of access may necessitate change of address. Contact Skagit County Permit Center.
6. Alternative on-site sewage disposal system may have special design, construction and maintenance requirements. See Skagit County Health Officer for details.
7. Water – P.U.D. No. 1 – Public
8. See Auditor's File No. 200408090159 for Protected Critical Area Easement Agreement.
9. In no case shall the County accept a dedication or any obligation as to any such road, street and/or alley until the same and all roads, streets and/or alleys connecting the same to the full, current County road system have been brought to full, current County road standards and a right-of-way has been transferred to and accepted by the County.
10. All runoff from impervious surfaces and roof drains shall be directed so as not to adversely affect adjacent properties.



200509200153

Skagit County Auditor

11. Maintenance and construction of the access road shall be the responsibility of the Homeowners Association with the Lot owners as members and neighboring property owners as per the recorded Auditor's File No. 200408090157.

12. Declaration and Covenants, Conditions, Restrictions, Easements and Reservations filed under Auditor's File No. 200408090157.

13. Grantor acknowledges that Grantor has granted to the Port of Skagit County a perpetual and assignable avigation easement on the subject property. Said Avigation Easement is recorded under Auditor's File No. 200408090158.

14. The maintenance committee shall be responsible for collecting and paying street light utility fees, as an addition to "Article 8 of Declaration and Covenants, Conditions, Restrictions, Easements and Reservations for the Plat of Red Tail Flats".

15. The drainfield areas shown for Lots 1 through 9 are provided to each Lot, but not required to be used. Each Lot may elect to find alternative drainfield locations.

16. A park donation fee of \$100.00 will be paid by Lot owners at the time of application for building permit.

17. Notice is given that a gun club use exists Southwesterly of the Plat and that residences in this Plat may be subject to typical impacts from that use including noise and other impacts. Skagit County shall be held harmless as a result of any impacts from the existing gun club.

18. Wetland buffers and other 'buffers' as delineated.

19. Access and utility easements as delineated.

20. Ten (10) foot utility easement – affects area abutting Hawk Lane (private), Lots 3, 4, 6 and Tract "B".

21. Ten (10) foot utility easement – affects area abutting Emily Lane (private), Lots 2, 3, 7 and Tract "B".

22. Twenty (20) foot access and utility easement – affects Lots 1, 2, 4, 6 and 8.

23. P.U.D. Utility Easement -

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 District to do all things necessary or proper in the construction and maintenance of a water and communication 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 and communication lines or other similar public services over, across, along, in and under the lands as shown on the 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, 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(s) or to persons or property by reason of proximity to the line(s). The Grantor agrees that title to all brush, other vegetation or debris trimmed, cut and removed from the easement pursuant to this agreement is vested in the District.



200509200153
Skagit County Auditor

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 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.

24. Easement Provisions -

An easement is hereby reserved for and granted to all utilities serving subject Plat and their respective successors and assigns, under and upon the exterior 10', unless noted otherwise, parallel with and adjoining the street frontage of all lots, tracts and common areas in which to install, lay, construct, renew, operate and maintain underground conduits, cables, pipe and wires with necessary facilities and other equipment for the purpose of serving this subdivision and other property with electric, telephone, gas, television cable and other utility services, together with the right to enter upon the lots, tracts and common areas at all times for the purposes herein stated. Drainage easements designated on the Plat are hereby reserved for and granted to Skagit County, EXCEPT those designated on the Plat as private easements, together with the right of ingress and egress and the right to excavate, construct, operate, maintain, repair and/or rebuild an enclosed or open channel storm water conveyance system and/or other storm drainage facilities, under, upon or through the drainage easement.

25. Drainage Facility Maintenance Covenant -

We, the owners and contract purchaser's of the lands herein platted (Grantor), agree that the obligations of Grantor shall inure to the benefit of and be binding upon the heirs, successors and assigns. Grantor agrees that this covenant touches and concerns the land described herein and shall run with the land.

Grantor by execution of this covenant acknowledges that the benefits of this covenant inure to Grantor, downstream property owners and the general public and that Skagit County (County) as third-party beneficiary of this covenant has the right, but not the obligation, to enforce this covenant on behalf of downstream property owners and the general public. County requires this covenant to protect private and public property, private and public drainage infrastructure and natural resources of downstream property owners and the general public.

Grantor, in consideration of the approval of this subdivision, hereby covenants to perform regular maintenance upon the drainage facilities installed, or to be installed upon Grantor's property. Regular maintenance shall include, at a minimum, annual inspection of the stormwater drainage system. As applicable, the system shall include the stormwater conveyance system pipes, ditches, swales, and catch basins: Stormwater flow regulation system detention ponds, vaults, pipes, retention ponds, flow regulation and control structures: infiltration systems and water quality control system.

The scope of this covenant and right of entry shall be adequate to provide for the access, inspection and maintenance of the stormwater drainage system and shall be subject to the following terms and conditions:

1. County shall have the perpetual right of entry across adjacent lands of the Grantor for purposes on inspecting, auditing or conducting required maintenance of the drainage facility.



200509200153
Skagit County Auditor

2. If County inspection determines that maintenance is not being performed, County shall endeavor to provide Grantor reasonable advance notification of the need to perform the maintenance and a reasonable opportunity for Grantor to perform it. In the event that Grantor fails to complete the required maintenance within a reasonable time period, County shall have the right to perform or contract with others to perform it at the sole expense of the Grantor. If County in its sole discretion determines that an imminent or present danger exists, required maintenance and/or repair may begin immediately at Grantor's expense without prior notice to Grantor. In such event, County shall provide Grantor with a written statement and accounting of all work performed and the fees, charges and expenses incurred in making such repairs. Grantor shall agree to reimburse County or pay County's vendors directly for all reasonable fees, charges and expenses identified in County's statement.

3. If County is required to act as a result of Grantor's failure to comply with this covenant, County may remove any obstructions and/or interferences that in the sole opinion of County impair the operation of the drainage facility or the maintenance thereof. Grantor agrees to hold County, its officers, employees and agents harmless from any and all claims, actions, suits, liability, loss, expenses, damages and judgments of any nature whatsoever, including costs and attorney's fees, incurred by the removal of vegetation or physical interference from the drainage facility.

4. When exercising the maintenance provisions of the covenant, in the event of nonpayment, County may bring suit to recover such costs, including attorney's fees, and upon obtaining a judgment, such amount shall become a lien against the property of Grantor as provided in RCW 4.56.190.

5. Grantor covenants that all of the owners, contract purchasers and lien holders of the property described herein have signed the dedication and/or declaration of this subdivision that they have the right to grant this covenant on the property and that the title to the property is free and clear of any encumbrances which would interfere with the ability to grant this covenant.

6. The maintenance of the detention facility, the detention facility appurtenances and the expense of said maintenance, shall be the equal responsibility of the ownership of Lots 1 through 9. The surface maintenance, including additional landscaping beyond the initial landscaping provided by the developer per the approved landscaping plans, gardening, irrigation, mowing, pruning and other related surface activities shall be the equal responsibility of the said Lot owners.

26. Dedication -

Know all men by these presents that Red Tail Flats L.L.C., a Washington limited liability company, the undersigned owner in fee simple of the land hereby platted, and Whidbey Island Bank, a Washington State Chartered Savings Bank, the mortgagees there of hereby declare this Plat and dedicate to the use of the public forever all streets, avenues, places and sewer and water easements or whatever public property there is shown on the Plat and the use for any and all public purposes not inconsistent with the use thereof for public highway purposes. Also the right to make all necessary slopes for cuts and fills upon lots, blocks, tracts, etc. shown on this Plat in the reasonable original grading of all streets, avenues, places, etc. shown hereon. Also, the right to drain all streets over and across any lot or lots where water might take a natural course after the street or streets are graded. Also, all claims for damage against any governmental authority are waived which may be occasioned to the adjacent land by the established construction, drainage and maintenance of said roads.



200509200153

Skagit County Auditor

Following the original reasonable grading of the roads and ways hereon, no drainage waters on any lot or lots shall be diverted or blocked from their natural course so as to discharge upon any public road rights-of-way or to hamper proper road drainage. The owner of any lot or lots prior to making any alteration in the drainage system after the recording of this Plat, must make application to and receive approval from the Director of the Department of Public Works for said alternation. Any enclosing of drainage waters in culverts or drains or rerouting thereof across any lot or may be undertaken by or for the owner of any lot shall be done by and at the expense of such owner.

Tracts 998 and 999 are hereby granted and conveyed together with all obligations to maintain the tracts consistent with City code to Lots 1 through 16 with an equal undivided interest upon the recording of this Plat subject to an emergency maintenance easement granted and conveyed to Skagit County. Use of said Tracts are restricted to that specified in the approved final plat. The owners of all lots within the subdivision shall comply with those City regulations and conditions of final subdivision approval specified on the Plat. The tracts shall remain in appurtenance to and inseparable from each lot. This covenant shall be binding upon and inure to the benefit of the owners of all lots within the subdivision and all others having any interest in the tracts or lots.

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

Dated: August 9, 2004
Recorded: August 9, 2004
Auditor's No.: 200408090157
Executed By: Red Tails Flats LLC, a Washington limited liability company

46

D. EASEMENT, INCLUDING TERMS AND PROVISIONS THEREOF:

Grantee: Port of Skagit County
Dated: June 2, 2004
Recorded: August 9, 2004
Auditor's No.: 200408090158
Purpose: Avigation Easement

E. EASEMENT, INCLUDING TERMS AND PROVISIONS THEREOF:

Grantee: Skagit County, a political subdivision of the State of Washington
Dated: July 19, 2004
Recorded: August 9, 2004
Auditor's No.: 200408090159
Purpose: A non-perpetual easement establishing a PCA over, along and across those portions of the project denoted as Protected Critical Area Easement

Affects:

See plat for full particulars and delineation of said areas affected.



200509200153
Skagit County Auditor

F. AGREEMENT, AND THE TERMS AND PROVISIONS THEREOF:

Between: Mr. Bruce Critchley
And: Skagit County Permit Center
Dated: October 19, 2004
Recorded: October 19, 2004
Auditor's No.: 200410190024
Regarding: On-site Sewage System Operation and Maintenance

G. EASEMENT, INCLUDING TERMS AND PROVISIONS THEREOF:

Grantee: Port of Skagit County
Dated: October 22, 2004
Recorded: October 22, 2004
Auditor's No.: 200410220070
Purpose: Avigation easement
Area Affected: Subject property

NOTE 1: We note the following recorded documents which may affect building or land use. Governmental regulations are not a matter of title insurance and said documents are shown as a courtesy only. Reference is made to the record for the full particulars. Matters set forth in said notice/agreement (s) may have expired, changed or may change in the future without recorded notice.

Auditor's File No.: 200307230023
Document Title: Recommendation On Preliminary Plat Of Red Tail Flats PT 03 0016
Regarding: Terms of plat approval



200509200153
Skagit County Auditor