AFTER RECORDING MAIL TO:
Mr. and Mrs. William J. Vaughan III
2319 Lake Park Drive
Anacortes, WA 98221

200510280041
Skagit County Auditor
10/28/2005 Page 1 of 3 9:34AM

Filed for Record at Request of
First American Title Of Skagit County
Escrow Number: A86393

Statutory Warranty Deed

FIRST AMERICAN TITLE CO.
A86393

Grantor(s): Donald L. Bergner and Carol P. Bergner
Grantee(s): William J. Vaughan III and Barbara A. Vaughan
Assessor's Tax Parcel Number(s): 4552-000-034-0003, P99138

THE GRANTOR Donald L. Bergner and Carol P. Bergner, husband and wife for and in consideration of **TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION** in hand paid, conveys and warrants to **William J. Vaughan III and Barbara A. Vaughan, husband and wife** the following described real estate, situated in the County of **Skagit**, State of Washington.

Lot 34, "PLAT OF PARKSIDE", as per plat recorded in Volume 14 of Plats, pages 170 through 174, inclusive, records of Skagit County, Washington.

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

Dated: October 20, 2005

Donald L Bergner
Donald L. Bergner

Carol P Bergner
Carol P. Bergner

STATE OF Washington }
COUNTY OF Skagit } SS:

I certify that I know or have satisfactory evidence that Donald L. Bergner and Carol P. Bergner, 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: 10-26-05

Vicki L Hoffman
Notary Public in and for the State of Washington
Residing at Anacortes
My appointment expires: 10-8-09

VICKI L HOFFMAN
COMMISSION EXPIRES
NOTARY
PUBLIC
OCTOBER 8, 2009
STATE OF WASHINGTON

#6030
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

OCT 28 2005

Amount Paid $ 9136.40
Skagit Co. Treasurer
By Deputy

LPB-10

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EXCEPTIONS:

A. EASEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF:

Grantee:	Puget Sound Power & Light Company
Dated:	August 30, 1990
Recorded:	September 6, 1990
Auditor's No:	9009060042
Purpose:	Right to enter said premises to operate, maintain and repair underground electric transmission and distribution system, together with the right to remove brush, trees and landscaping which may constitute a danger to said lines

Area Affected:

All streets as constructed or to be constructed within the above-described property. (This clause to become null and void when said streets are dedicated to the public.)

The exterior 10 feet, parallel with and adjoining the street frontage of all lots and tracts, said lots and tracts as delineated on the final approved Plat of Parkside Division 2.

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

Dated:	May 30, 1991
Recorded:	May 30, 1991
Auditor's No:	9105300048
Executed by:	Puget Sound Development, a Partnership

Said covenants were amended by document recorded under Auditor's File Nos. 9202060046, 200005260127 (a re-recording of 199909160014) and 200108310164.

C. Reservations contained in Deed from the State of Washington recorded under Auditor's File No. 78125, 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 damages sustained by reason of such entry.

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

Plat/Subdivision Name:	Parkside
Recorded:	March 25, 1991
Auditor's No:	9103250003

Said matters include but are not limited to the following:

1. Know all men by these presents that we, the undersigned owners on the fee simple or contract purchaser and/or mortgage holder of the land hereby platted, do hereby declare this plat and dedicate to the use of the public forever all roads and ways, except private and corporate roads shown hereon with the right to make all necessary slopes for cuts and fills, and the right to continue to drain said roads and ways over and across any lot or lots, where water might take a natural course, in the original reasonable grading of the roads and ways shown hereon, and do hereby dedicate to the use of the public forever the 10 foot bridle path easement shown hereon for use as a pedestrian and horse riding trail.

Following original reasonable grading of 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 right-of-way or to hamper road drainage. Any enclosing of drainage waters in culverts of drains or rerouting shall be done by and at the expense of such owner.

2. "An easement is hereby reserved for and granted to the City of Anacortes; Skagit County; Puget Sound Power & Light Company; Continental Telephone Company of the Northwest, Inc.; Cascade Natural Gas Corp., and TCI Cable Visions of Washington, Inc., and their respective successors and assigns under and upon the exterior 10 feet of front boundary lines of all lots and tracts, in which to install, lay, construct, renew, operate, maintain and remove utilities 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. The property included within this Plat of Parkside may be subject to and together with easements, reservations, restrictions, covenants and other instruments recorded or unrecorded including but not limited to those instruments recorded under Skagit County Auditor's File Nos. 9001250113, 78125, 8911300065, 8810100046 and 9009060042.

COMMON AREA NOTE: The following note is from the "Declaration and Covenants, Conditions, Restrictions, Easements and Reservations for Parkside", which are to be recorded contemporaneously with the Plat of Parkside:

COMMON AREAS AND EASEMENTS: Section 2.1 Common Areas - "Common Areas" shall include Tracts "A", "B", "C", "D" and "E" of the plat. Those common areas are to be retained in their natural state, keeping the natural vegetation in place. Trails for walking may be installed in those common areas. The water retention ponds on Tract "A" are to be kept and maintained. Tract "A" may be used by the members of the Association that may be used by the owners of lots or tracts in the (proposed) Plat of Parkside, Division No. 2.

Section 2.2 Association to Maintain Common Areas - The Association shall maintain the Common Areas, including the water retention ponds. If the Association does not maintain the Common Areas, the City of Anacortes shall have the right to enforce those covenants that pertain to the obligation of the Association to maintain those Common Areas.

Section 2.3 Alternation of Common Areas - Nothing shall be altered or constructed upon or removed from the Common Areas except upon the prior written consent of the Board.

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