

AFTER RECORDING MAIL TO:

17104 Zoya Drive
Mount Vernon, WA 98274



200511300165
Skagit County Auditor

11/30/2005 Page 1 of 3 3:48PM

Filed for Record at Request of
First American Title Of Skagit County
Escrow Number: 86604

LAND TITLE OF SKAGIT COUNTY

119024-P

Statutory Warranty Deed

Grantor(s): Jon E. Clearbrook
Grantee(s): Oscar Delarosa and Milagros Sandoval
Assessor's Tax Parcel Number(s): 4680-000-002-0000, P109276

THE GRANTOR Jon E. Clearbrook, a single man as his separate property for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to Oscar Delarosa, an unmarried man, and Milagros Sandoval, an unmarried woman the following described real estate, situated in the County of Skagit, State of Washington.

Lot 2, "BIG LAKE HEIGHTS", as per plat recorded in Volume 16 of Plats, Pages 118 through 120, inclusive, records of Skagit County, Washington.

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

Dated: 11/29/05

Jon E. Clearbrook

#66609
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

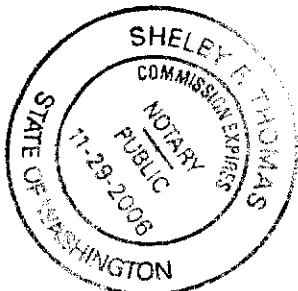
NOV 30 2005

Amount Paid \$ 4081.20
By Skagit Co. Treasurer - Deputy

STATE OF Washington }
COUNTY OF Skagit } SS:

I certify that I know or have satisfactory evidence that Jon E. Clearbrook, 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: 11/29/2005



Notary Public in and for the State of Washington
Residing at Skagit County
My appointment expires 11/29/2008

EXCEPTIONS:

A. TERMS AND CONDITIONS OF DRAINAGE IMPROVEMENT PERMIT:

Recorded: July 10, 1995
Auditor's No.: 9507100104

B. TERMS AND CONDITIONS OF SEWER EXTENSION AGREEMENT:

Recorded: August 14, 1995
Auditor's No.: 9508140065

C. Provisions contained in the Dedication of said Plat, as follows:

"Declare this plat and dedicate to 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.

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 or drains or re-routing shall be dome by and at the expense of such owner."

D. Easement provisions contained on the face of said Plat, as follows:

"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 ten feet 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 and tracts at all times for the purpose 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 build an enclosed or open channel storm water conveyance system and/or other drainage facilities, under, upon or through the drainage easement."

E. Water Pipeline Easement on the face of said Plat, as follows:

"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 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.

- Continued -



200511300165

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EXCEPTIONS CONTINUED:

E. (Continued)

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."



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