

When recorded return to:

James J. Rasar and Danielle R. Rasar  
427 Rohrer Loop  
Sedro Woolley, WA 98284



200606150087

Skagit County Auditor

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LAND TITLE OF SKAGIT COUNTY

120966-S

### STATUTORY WARRANTY DEED

**THE GRANTOR(S) Jeremy Fenton and Holly Fenton, husband and wife**

for and in consideration of \$10.00 and good and other valuable considerations

in hand paid, conveys, and warrants to James J. Rasar and Danielle R. Rasar, husband and wife

the following described real estate, situated in the County of Skagit, State of Washington:

Legal description as per attached "Exhibit A" and made a part hereof. \*\*\*\*\*Subject to easements, reservations, covenants, conditions, restrictions and agreements of record, if any, as set forth in the commitment for title insurance issued by Land Title Company of Skagit County under their order no. 5214004071See "Exhibit B-1" attached hereto and made a part hereof.

Abbreviated Legal: Lot 11, "Brickyard Meadows, Div. 1"

Tax Parcel Number(s): 4796-000-011-0000

Dated:

June 6, 2006

Jeremy Fenton

Holly Fenton

State of ~~Arizona~~ Washington  
County of Skagit

I certify that I know or have satisfactory evidence that Jeremy Fenton and Holly Fenton (is/are) the person(s) who appeared before me, and said person(s) acknowledge that (he/she/they) signed this instrument and acknowledged it to be (his/her/their) free and voluntary act for the uses and purposes mentioned in this instrument.

Dated:

June 12, 2006

Notary Public in and for the state of Washington

My appointment expires:

12/10/08

I certify that I know or have satisfactory evidence that Holly Fenton is the person who appeared before me, and acknowledge that she signed the instrument and acknowledged it to be her free and voluntary act

STATE OF ARIZONA

for the uses and purposes mentioned in this instrument.

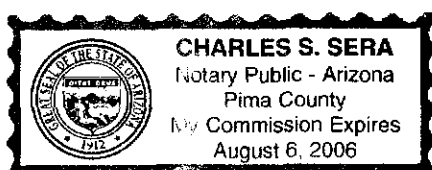
COUNTY OF Pima

The foregoing instrument was acknowledged before me this 7 day of JUNE 20 06

By Henry Fenton

Notary Public Charles S. Sera

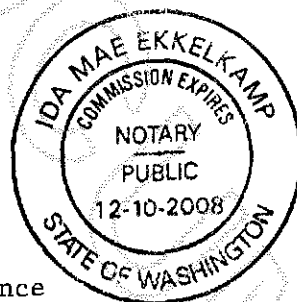
My Commission Expires: 8/6/06



SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

JUN 15 2006

Amount Paid \$ 4677.22  
By [Signature] Skagit Co. Treasurer  
Deputy



LPB 10-05

Schedule "A-1"

DESCRIPTION:

Lot 11, "BRICKYARD MEADOWS, DIV. I," as per plat recorded July 15, 2002, under Auditor's File No. 200207150172, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington



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Schedule "B-1"

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EXCEPTIONS:

A. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Grantee: Puget Sound Energy, Inc., a Washington Corporation  
Purpose: The right to construct, operate, maintain, repair, replace, improve, remove, enlarge, and use the easement area for one or more utility systems for purposes of transmission, distribution and sale of electricity

Area Affected:

Easement No. 1: All street and road rights of way as now or hereafter designed, platted, and/or constructed within the above described property. (When said streets and road 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 open 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: All areas located within a 10 (ten) feet perimeter of the exterior surface of all ground mounted vaults and transformers.

Easement No. 4: No vehicular access, parking or driven surfaces shall be located within a 5 (five) foot perimeter of all of grantees' ground mounted or semi-buried vaults, pedestals, transformers and/or hand holes.

Dated: September 26, 2001  
Recorded: October 9, 2001  
Auditor's No.: 200110090060

B. UTILITY EASEMENT SHOWN ON THE FACE OF THE PLAT, AS FOLLOWS:

An easement is hereby reserved for and granted to the following: The City of Sedro-Woolley, Public Utility District No. 1 of Skagit County, Puget Sound Energy, Cascade Natural Gas, GTE of the Northwest, TCI Cablevision, and their respective successors and assigns, under and upon the exterior ten (10) feet of all lots, tracts and spaces within the subdivision lying parallel with and adjoining all street(s) in which to construct, operate, maintain, repair, replace and enlarge underground pipes, conduits, cables, wires and all necessary or convenient underground or ground mounted appurtenances thereto for the purpose of serving this subdivision and other property with sewer, water, electricity, gas, telephone service, television cable service and other utility services, together with the right to enter upon said exterior ten (10) feet of all lots, tracts and spaces at all times for the purposes herein stated.

C. DEDICATION PROVISIONS SHOWN ON THE FACE OF THE PLAT, AS FOLLOWS:

"...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 the streets, avenues, places, etc. shown hereon."

- Continuer



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**Schedule "B-1"**

**120966-S**

**EXCEPTIONS CONTINUED:**

**D. P.U.D. WATERLINE EASEMENT NOTE SHOWN ON THE FACE OF THE 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 PUD 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 rights 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. 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.

**E. DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND THE TERMS AND CONDITIONS THEREOF:**

Recorded: July 15, 2002  
Auditor's No.: 200207150173

**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS:**

Dated: December 13, 2004  
Recorded: December 28, 2004  
Auditor's No.: 200412280122

**F. COVENANTS, CONDITIONS AND RESTRICTIONS, CONTAINED IN DEED:**

Recorded: August 8, 2003  
Auditor's No.: 200308080148  
Executed By: Grandview, Inc., a Washington corporation  
As Follows:

"Skagit County has established a policy for unincorporated areas to protect and encourage agriculture and forestry operations. If your real property is located near an agriculture or forestry operation, you may be subject to inconvenience or discomfort arising from such operations, including but not limited to, noise, odors, fumes, dust, flies and other associated pests, the operation of machinery of any kind during any 24-hour period, the storage and disposal of manure, and the application of fertilizers, soil amendments, and pesticides. If conducted in compliance with local, state, and federal laws, these inconveniences or discomforts are hereby deemed not to constitute a nuisance as provided in Chapter 7.48 RCW for purposes of the Skagit County Code and shall not be subject to legal action as a public nuisance."



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