

When Recorded Return to:

Skagit Habitat for Humanity
P.O. Box 2565
Mount Vernon, WA 98273



200607210179
Skagit County Auditor

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Warranty Deed

FIRST AMERICAN TITLE CO.
88704E-1

Grantor(s): Skagit Habitat for Humanity, Inc.

Grantee(s): Nathan Loose, a single man

Legal Description (abbreviated): Lot 5, "PLAT OF BLACKBERRY MEADOWS", as per plat recorded in Volume 16 of Plats, pages 147 and 148, records of Skagit County, Washington.

Additional legal description on page 2 of document

Assessor's Tax Parcel Number(s): P110828

Reference (Auditor File Numbers of Documents assigned, released or amended): N/A

3704
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

JUL 21 2006

Amount Paid \$ 3387.00
Skagit Co. Treasurer
By Deputy

For and in consideration of, the receipt and adequacy of which are hereby acknowledged, **Skagit Habitat for Humanity, Inc.**, a Washington Non-Profit Corporation ("Grantor") conveys and warrants to **Nathan Loose**, a single man ("Grantee") the following described real estate,

Warranty Deed
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Skagit Habitat for Humanity, Inc.
P. O. Box 2565
Mount Vernon, WA 98273

Elliott W. Johnson Inc PS
711 S. First Street
Mount Vernon, WA 98273
360-336-5302 Fax 336-5616
Email Info@EWJLaw.com

situated in the County of Skagit, State of Washington:

Lot 5, "PLAT OF BLCKBERRY MEADOWS," as per plat recorded in Volume 16 of Plats, pages 147 and 148, records of Skagit County, Washington.

Should the Grantee or Survivor desire to sell or convey the Property, the Grantee or Survivor shall first offer the Property to Grantor, or its successor in interest, in the following manner:

The Grantees or Survivor shall serve notice in writing to Skagit Habitat for Humanity, Inc., P.O. Box 2565, Mount Vernon, WA 98273, or its successor in interest, by registered mail, return receipt requested. The notice shall indicate that the Grantees or Survivor have a bona fide offer for the sale of the Property, the Name and Address of the person desiring to purchase the Property, and the sales price and terms of payment for the sale. The notice shall also contain an offer to sell the Property to Grantor, or its successor in interest, upon the terms and conditions set forth in the bona fide offer. A copy of any documents evidencing such bona fide offer shall be included in the notice.

For a period of thirty (30) days after the receipt of the notice, Grantor, or its successor in interest, shall have the right to purchase the Property in accordance with the terms of the bona fide offer. If Grantor, or its successor in interest, fails to exercise the right of first of refusal set forth in this covenant, the Grantees or Survivor may sell or convey the Property to the party making the bona fide offer, but only at the price and upon the terms specified in the notice.

Nothing in this covenant shall prevent a sale or conveyance of the Property at any time provided the Grantees or Survivor receive the prior written approval of Grantor or its successor in interest.

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Schedule "B-1"

EXCEPTIONS:

A. Terms and conditions of Drainage Easement Agreement, dated November 14, 1994, recorded November 14, 1994, under Auditor's File No. 9411140111, between Robert H. Welch and Marilyn M. Welch, and Keith S. Johnson and Alison R. Johnson, for construction of storm drainage line.

B. EASEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF:

Grantee: Puget Sound Power & Light Company
Dated: December 14, 1994
Recorded: December 22, 1994
Auditor's No: 9412220058
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:

Being located as constructed or to be constructed on the described property, generally described as follows:

Easement No. 1: All streets and road rights-of-ways as now or hereafter designed, platted and/or constructed within the 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 described property being parallel to and coincident with the boundaries of all private/public street and road rights-of-way.

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

Plat/Subdivision Name: Blackberry Meadows
Recorded: November 18, 1996
Auditor's No: 9611180101

Said matters include but are not limited to the following:

1. Water – Public Utility District No. 1 of Skagit County
2. Sewer – City of Mount Vernon
3. Lots 6 through 16 may require a sump pump or some other special measure for below – finish grade drainage.
4. All lots within this subdivision are subject to impact fees payable at plat approval and upon issuance of a building permit.



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5. An easement for the purpose of conveying local storm water runoff is hereby granted in favor of all abutting lot owners in the areas designated as private drainage easements. The maintenance of private drainage easements established and granted herein shall be the responsibility of the present and future owners of the benefited property and their heirs, successors and assigns. The City of Mount Vernon is hereby granted the right to enter said easements for emergency purposes at its own discretion.

6. An easement is hereby reserved for and granted to the City of Mount Vernon, Public Utility District No. 1, Puget Sound Power and Light Co., GTE of the Northwest, Cascade Natural Gas Co. and TCI Cablevision of Washington, Inc., and their respective successors and assigns under and upon the exterior seven (7) feet of the front boundary line of all lots and tracts, 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 damages it causes to any real property owner in the subdivision by the exercise of rights and privileges herein granted.

7. An easement for storm sewer system maintenance and operation is hereby granted to the City of Mount Vernon, over, under and through the drainage easements on Lots 9, 10, 15 and 16 as shown.

8. ...hereby declare this plat and dedicate to the public forever all streets, drives, and avenues shown thereon and the use thereof for 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 the lots and blocks shown on this plat in the original reasonable grading of roads and ways shown hereon.

9. Tract A is hereby dedicated to the City of Mount Vernon and together with the right of ingress and egress to said Tract A over and across the 15 foot access easement on Lot 6 as shown.

10. Seven (7) foot utilities easement – abutting Blackberry Drive

11. Twenty (20) foot drainage easement – affects Lots 9, 10, 15 and 16

12. Fifteen (15) foot private drainage easement – affects Lots 1 – 5

13. Access easement to City of Mount Vernon – affects Lot 6

14. Location of existing fencelines



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