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when recorded return to doug Bartley 19304 Burn Rd Hilligton, wa 98223



CHICAGO TITLE INSURANCE COMPANY 1639744

5101705

STATUTORY WARRANTY DEED

THE GRANTOR(S)

MICHELE R. BIDDLE AND GARY BIDDLE, WIFE AND HUSBAND, WHO ACQUIRED TITLE AS MICHELE R. HERZOG, AS HER SEPARATE ESTATE; WHO IS ONE IN THE SAME.

for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION

in hand paid, conveys and warrants to

HAL D. BARTLEY AND DEBBRA BARTLEY, HUSBAND AND WIFE.

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

LOT 9, PLAT OF CHANG-GRI-LA, ACCORING TO THE PLAT THEREOF, RECORDED FEBRUARY 28, 2000, UNDER AUDITOR'S FILE NO. 200002280092, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATE IN SKAGIT COUNTY, WASHINGTON.

SUBJECT TO: EXCEPTIONS SET FORTH ON ATTACHED EXHIBIT "A" AND BY THIS REFERENCE MADE A PART HEREOF AS IF FULLY INCORPORATED HEREIN.

SKAGIT COULD WASHINGTON
Real Estate Excise Tax

AUG 1 1 2006

Amount Paid & HUTATH Skagit County Treasure:

LOT 9 PLAT OF CHANG GRI LA

Tax Account Number(s):

4748 000 009 0000

(P116429)

Dated:

AUGUST 3, 2006

MICHELE D. BIDDLE

GARY MIDDLE

LPB10/KLC/052006

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STATE OF WASHINGTON COUNTY OF SNOHOMISH

ON THIS DAY OF AUGUST , 2006 BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED MICHELE R. BIDDLE AND GARY BIDDLE KNOWN TO ME TO BE THE INDIVIDUAL(S) DESCRIBED IN AND WHO EXECUTED THE WITHIN INSTRUMENT AND ACKNOWLEDGED THAT THEY SIGNED AND SEALED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES HEREIN MENTIONED.

NOTARY SIGNATURE

PRINTED NAME: DENISE

D. KAZEN

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON RESIDING AT Alice of Mashington My COMMISSION EXPIRES ON 11-1-08.

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CHICAGO TITLE INSURANCE COMPANY

EXHIBIT A

Escrow No.: 5101705

SUBJECT TO:

Easement contained in Dedication of said plat;

All necessary slopes for cuts and fills and continued drainage of

Affects:

Any portions of said premises which abut upon streets, avenues, alleys, and roads and where water might take a natural course

Relinquishment of all existing, future, or potential easements for access, light, view, and air and of all rights of ingress, egress and regress to, from, and between said premises and the highway (or highways) constructed on lands conveyed by Deed

Recorded:

February 1, 1954

Auditor's No.:

497724, records of Skagit County, Washington

To:

State of Washington

Relinquishment of all existing, future, or potential easements for access, light, view, and air and of all rights of ingress, egress and regress to, from, and between said premises and the highway (or highways) constructed on lands conveyed by Deed

Recorded:

December 12, 1957

Auditor's No.:

559551, records of Skagit County, Washington

To:

State of Washington

Recitals on the face of said plat, as follows:

Zoning: R-1, 6.0 single family detached residential district. A.

B. Sewage: City of Mount Vernon.,

C. Storm: City of Mount Vernon.

D. Water: Skagit P.U.D. #1.

E. Power: Puget Sound Energy.

F. Phone: G.T.E.

G. Gas: Cascade Natural Gas

Recital on the face of said plat, as follows:

All roof and footing drains shall be connected to the on-site infiltration system which shall be constructed prior to occupancy.

Recital on the face of said plat, as follows:

Buyer should be aware that this subdivision is located in a floodplain. Residential construction in the floodplain will require elevation of first living floor.

Utility easement provisions contained on the face of said plat, as follows:

A non-exclusive easement is hereby reserved for and granted to the City of Mount Vernon, Public Utility District No. 1 of Skagit County, Puget Sound Energy, Inc., Cascade Natural Gas Corporation, G.T.E. and T.C.I. Cablevision of Washington, Inc., and their respective successors and assigns under and upon the exterior seven (7) or ten (10) feet of all lots and tracts abutting public right-of-way, 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 service 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 to all unnecessary damage it causes to any real property owner in the subdivision by the exercise of rights and privileges herein granted. Property owners is prohibited from building improvements within this easement unless approval has been granted by the City Engineer

> 200608110161 Skagit County Auditor

CHICAGO TITLE INSURANCE COMPANY

EXHIBIT A

Escrow No.: 5101705

Continued

Private drainage easement provisions contained on the face of said plat, as follows:

An easement for the purpose of conveying local stormwater 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 cost thereof shall be borne equally by, the present and future owners of the abutting property and their heirs, personal representatives and assigns.

The City of Mount Vernon is hereby granted the right to enter said easements for emergency purposes at its own discretion.

Water pipeline easement provisions contained 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 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 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.

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.

Easement delineated on the face of said plat;

For:

Utility

Affects:

10 feet adjacent to street

Building setback line(s) delineated on the face of said plat.

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