

When recorded return to:

Mr. and Mrs. Edwin E. Oliver  
1528 Alpine View Drive  
Mount Vernon, WA 98274

Recorded at the request of:  
First American Title  
File Number: B88709-1



200611200096  
Skagit County Auditor

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### Statutory Warranty Deed

THE GRANTOR RICHARD S. RUSSELL AND GLENDINE FULTON RUSSELL, TRUSTEES OF THE Russell Family Trust, as trustee dated May 14, 1992 for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to Edwin E. Oliver and Lois E. Oliver, husband and wife the following described real estate, situated in the County of Skagit, State of Washington

FIRST AMERICAN TITLE CO.  
B88709E-1

Abbreviated Legal:  
Lot 66, "PLAT OF EAGLEMONT, PHASE 1A"

Lot 66, 'PLAT OF EAGLEMONT, PHASE 1A,' as per plat recorded in Volume 15 of Plats, pages 130 through 146, records of Skagit County, Washington.

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

Tax Parcel Number(s): P104335, 4621-000-066-0005

Dated 11/17/06 (11/17/06)

Russell Family Trust

Richard S. Russell  
By: Richard S. Russell, Trustee

#5942

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

NOV 20 2006

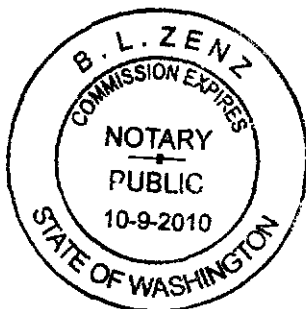
9,350.00

STATE OF Washington  
COUNTY OF Skagit By [Signature] SS:

Amount Paid to  
Skagit Co. Treasurer

I certify that I know or have satisfactory evidence that Richard S. Russell and Glendine Fulton, 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: 11-17-06



[Signature]  
Notary Public in and for the State of Washington  
Residing at Burlington, WA  
My appointment expires: 10-9-2010

# EXHIBIT A

## Schedule "B-1"

### EXCEPTIONS:

#### A. RESERVATIONS CONTAINED IN DEED

Executed by: James E. Moore and Myrtle Moore, his wife  
Recorded: February 4, 1942  
Auditor's No: 348986  
As Follows:

Reserving unto English Lumber Company, its successors and assigns, all oil, gases, coal, ores, minerals, fossils, etc., and the right of entry for opening, developing and working the same.

Affects Northeast 1/4 of the Southwest 1/4; EXCEPT the Northwest 1/4 thereof, all in Section 27, Township 34 North, Range 4 East, W.M.

#### B. RESERVATIONS CONTAINED IN DEED

Executed by: Marie Fleitz Dwyer; Frances Fleitz Rucker and Lola Hartnett Fleitz  
Recorded: October 22, 1918  
Auditor's No: 128138  
As Follows:

Undivided 1/2 in all oil, gases, coals, ores, minerals, fossils, etc., and the right of entry for opening, developing and working the same.

Affects Southwest 1/4 of Section 27, Township 34 North, Range 4 East, W.M.

#### C. RESERVATIONS CONTAINED IN DEED

Executed by: Atlas Lumber Company  
Recorded: April 18, 1914  
Auditor's No: 102029  
As Follows:

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 changes substantial by reason of such entry.

Affects Southeast 1/4 of Section 27, Township 34 North, Range 4 East, W.M., and other property.

#### D. EASEMENT AS DELINEATED AND/OR DEDICATED ON THE FACE OF THE SURVEY, RECORDED UNDER AUDITOR'S FILE NO. 9211250027:

Purpose: Sanitary sewer, access and utility  
Affects: Various strips as delineated on the face of said Survey



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E. EASEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF:

Grantee: Puget Sound Power & Light Company  
Dated: August 8, 1993  
Recorded: August 25, 1993  
Auditor's No: 9308250085  
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:

A right-of-way 10 feet in width having 5 feet of such width on each side of a centerline described as follows:

The North 230 feet of the South 420 feet of the West 130 feet of the East 210 feet of the Southeast 1/4 of Section 27, Township 34 North, Range 4 East, W.M. (This easement may be superseded at a later date by a document with a more specific easement description based on an as built Survey furnished by Grantor at no cost to Grantee.)

F. EASEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF:

Grantee: Cascade Natural Gas Corporation  
Dated: September 28, 1993  
Recorded: October 11, 1993  
Auditor's No: 9310110127  
Purpose: Natural gas pipeline or pipelines  
Area Affected: 10 feet in width per mutual agreement

G. EASEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF:

Grantee: Puget Sound Power & Light Company  
Dated: August 8, 1993  
Recorded: November 2, 1993  
Auditor's No: 9311020145  
Purpose: Right to construct, operate, maintain, repair, replace and enlarge one or more electric transmission and/or distribution lines over and/or under

Area Affected:

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

Easement No. 3: A strip of land 20 feet in width parallel to and coincident with the boundaries of Waugh Road as designed, platted and/or constructed within the above described property.



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

Dated: January 11, 1994  
Recorded: January 25, 1994  
Auditor's No: 9401250030  
Executed by: Sea-Van Investments Associates, a Washington General Partnership

ABOVE COVENANTS, CONDITIONS AND RESTRICTIONS WERE AMENDED:

Declaration Dated: December 11, 1995  
Recorded: December 11, 1995  
Auditor's No: 9512110030

ABOVE COVENANTS, CONDITIONS AND RESTRICTIONS WERE AMENDED:

Declaration Dated: March 13, 1996  
Recorded: March 18, 1996  
Auditor's No: 9603180110

ABOVE COVENANTS, CONDITIONS AND RESTRICTIONS WERE AMENDED:

Declaration Dated: January 31, 2000  
Recorded: February 1, 2000  
Auditor's No: 200002010099

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

Plat/Subdivision Name: Eaglemont, Phase 1A  
Recorded: January 25, 1994  
Auditor's No: 9401250031

Said matters include but are not limited to the following:

- a. Provisions set forth in the dedication of said plat, as follows:

Holder of the land hereby platted, declares this plat and dedicates to the use of the public forever, the streets 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 the streets and avenues shown hereon, together with Tract "F", as shown on Sheet 5.

The undersigned also dedicate to the Eaglemont Homeowner's Association the private roads named New Woodsplace and Unison Place, together with all parcels designated as community tracts.

- b. Buffer easement set forth on said plat, as follows:

Those areas designated buffer easements are for landscape zoning, maintained by the property owners and preserved free of buildings or structures.



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c. Easement provisions set forth in easement dedication on the face of said plat, as follows:

An easement is hereby reserved for and granted to Public Utility District No. 1; Puget Sound Power and Light Company; TCI Cablevision of Washington, Inc., G.T.E. Northwest, Inc., and the City of Mount Vernon, and their respective successors and assigns, under and upon the exterior 10 feet of front boundary lines of all lots and tracts, and drainage retention ponds identified on the plat 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 any unnecessary damage it causes to any real property owner in the subdivision by the exercise of rights and privileges herein granted.

d. Private drainage easement set forth on the face of said plat, as follows:

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 costs 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.

e. Provisions set forth on the face of the plat, as follows:

Community Tracts: The areas designated as community tracts shall be owned by the Homeowner's Association. The maintenance of these areas shall be in strict compliance with the approved landscaping plan unless otherwise directed by the City. The cost of said maintenance shall be the sole responsibility of the Association. The City of Mount Vernon reserves the right to enter these areas for emergency purposes and at its own discretion.

Buffer Tracts: (Adjacent to right-of-ways, public and private.) These areas designated as Tracts "A", "B", "C", "D" and "E", shall be owned by the City of Mount Vernon. These areas shall be landscaped and maintained in strict compliance with the City approved landscaping plan or as otherwise approved by the City. The landscaping and maintenance of these areas shall be the sole responsibility of the Homeowner's Association.

Water Pipeline Easement: 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 waterline, 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 front 10 feet adjacent to the street right-of-way of all lots, together with private streets known as Unison Place, New Woods Place, Alpine View Place and all other easements designated as utility easements shown hereon; also, the right to cut and/or trim 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.



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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, construct 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.

Buffer Easements: (Lying on proposed privately owned lots.) These areas shall be landscaped and maintained by the Homeowner's Association in strict compliance with the City approved landscape plan or as otherwise approved by the City. All future and present lot owners shall refrain from placing or constructing or allowing others to place or construct any buildings or other improvements of any kind upon said premises. The Homeowner's Association shall under no circumstances be held responsible for the restoration of any building or improvements if they are disturbed during the exercise of this easement.

Non-Exclusive Slope Easement: There is hereby granted to the City of Mount Vernon, an easement over and across the areas designated on the plat map as non-exclusive slope easements with the right to the City to enter upon said premises for the purpose of maintaining, reconstructing, or replacing existing constructed cut and fill slopes and all appurtenances necessary thereto. The present and future lot owners shall refrain from placing or constructing or allowing others to place or construct any buildings or other improvements of any kind upon said premise. The City shall under no circumstance be held responsible for the restoration of any buildings or improvements if they are disturbed during the exercise of this easement.

Wall Reconstruction Easement: There is hereby granted to the City of Mount Vernon a permanent easement over and across the areas designated on the plat map as wall easements, with the right to the City to enter upon said premises to reconstruct the existing structural walls and all appurtenances or replace the existing walls with constructed slopes and all appurtenances necessary thereto. The City may also enter upon said premises for the purpose of performing maintenance to the existing walls or future constructed slopes. The present and future lot owners shall refrain from placing or constructing or allowing others to place or construct any building or other improvements of any kind upon said premises. The City shall under no circumstances be held responsible for the restoration of any building or improvements if they are disturbed during the exercise of this easement.

f. All easements delineated on the face of said plat, including but not limited to, future roads, sewer construction, maintenance, bicycle trails, slopes, utilities, etc., all as said easements are set forth and delineated on the face of said plat.

J. Easement and set-back requirements as set forth in the covenants to Eaglemont, recorded under Auditor's File No. 9401250030.



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