

RETURN TO:

MARK E. OSBORN
3333 164TH ST SW #1121
LYNNWOOD, WA 98223



200702160162
Skagit County Auditor

2/16/2007 Page

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124531-8
LAND TITLE OF SKAGIT COUNTY

STATUTORY WARRANTY DEED

Reference # (if applicable)

Grantor(s):

Additional on Page:

IRINA M RHODES

Grantee(s):

Additional on Page:

MARK E. OSBORN
AMANDA J. OSBORN

Abbreviated Legal Description:

Additional on Page:

LOT 152, ROSEWOOD PUD, PHASE 2, DIV III,
AF NO. 200505160223

Assessor's Tax Parcel ID#

4856-000-152-000

THE GRANTOR IRINA M RHODES , A SINGLE PERSON

for and in consideration of

TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION

in hand paid, conveys and warrants to

MARK E. OSBORN AND AMANDA J. OSBORN, HUSBAND AND WIFE

the following described real estate, situated in the County of

LOT 152, ROSEWOOD PUD, PHASE 2, DIVISION III, AS PER PLAT RECORDED ON MAY 16, 2005, UNDER AUDITORS FILE NO. 200505160223, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATE IN THE CITY OF MOUNT VERNON, COUNTY OF SKAGIT, STATE OF WASHINGTON

SUBJECT TO: SEE ATTACHED EXHIBIT A

SKAGIT

State of Washington

717
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

FEB 16 2007

Dated: February 13, 2007

Irina M. Rhodes
IRINA M RHODES

Amount Paid \$ 4380.24
By Skagit Co. Treasurer
Deputy

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside

SS.

On FEB. 14, 2007

Date

before me,

JOSEPH E. BRADLEY, NOTARY PUBLIC

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

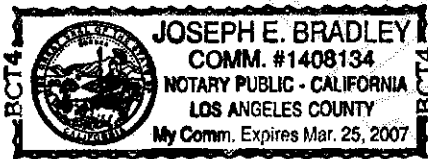
personally appeared

IRINA M. RHOODES

Name(s) of Signer(s)

☐ personally known to me

☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Place Notary Seal Above

Joseph E. Bradley
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: STATUTORY WARRANTY DEED

Document Date: 2/13/07

Number of Pages: 1

Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer Is Representing: _____



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EXHIBIT A

Schedule "B-1"

124531-P

EXCEPTIONS:

A. RESERVATION CONTAINED IN DEED:

From: Puget Mill Company, a corporation
Recorded: December 18, 1926
Volume/Page: Volume 142 of Deeds, page 146
As follows:

"The party of the first part hereby reserves unto itself and unto its successors and assigns, the full, complete and absolute right to all oils, gases, coal, minerals, metals and fossils of every name and nature which may be in or upon said land or any part thereof, with the right of entry upon said land to prospect and explore for oils, gases, coal, minerals, metals and fossils of every name and nature, however, said party of the second part, its successors and assigns, shall be reasonably compensated for all damages done to the surface and soil of said land and the improvements thereon in carrying on any of such operation."

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

By: Self-Help Housing, a Washington non-profit corporation,
William Miller, it's Executive Director
Dated: June 1, 1998
Recorded: June 23, 1998
Auditor's No.: 9806230104

C. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Grantee: City of Mount Vernon, a municipal corporation of the
State of Washington
Purpose: Utility purposes
Area Affected: Tract K adjacent to 30th Street
Dated: November 24, 1998
Recorded: December 31, 1998
Auditor's No.: 9812310051

D. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Grantee: Puget Sound Power & Light Company
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: South 25 feet of common area Tract A
Dated: July 14, 1999
Recorded: August 12, 1999
Auditor's No.: 199908120018

E. AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

Between: Self Help Housing, a Washington corporation
And: City of Mount Vernon, a Washington municipal
corporation
Dated: February 8, 2000
Recorded: February 14, 2000
Auditor's No.: 200002140087
Regarding: Agreement as to various terms of platting including, but
not limited to, road improvements, signage, street lighting
etc.

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

Dated: May 28, 2002
Recorded: May 29, 2002
Auditor's No.: 200205290098
Executed By: Self-Help Housing, a Washington Non-Profit Corporation

COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN SAID PLAT AND IN
DECLARATION OF PROTECTIVE RESTRICTIONS, AS HERETO ATTACHED

Declaration Dated: --, 2006
Recorded: February 22, 2006
Auditor's No.: 200602220048
Executed By: The Great American Dream, Inc., a Washington corporation; and
Landmark Building and Development, Inc.,
a Washington corporation

G. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Grantee: Puget Sound Energy, Inc.
Purpose: "...utility systems for purposes of transmission,
distribution and sale of gas and electricity..."
Area Affected: All streets and road rights of way; a strip of land 10 feet
in width across all lots; all areas located within 5 (five)
feet perimeter of the exterior surface of all ground
mounted vaults and transformers.
Dated: June 11, 2003
Recorded: June 16, 2003
Auditor's No.: 200306160285

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

Plat/Subdivision Name: Rosewood P.U.D., Phase 2, Divisi
Recorded: December 3, 2003
Auditor's No.: 200312030041



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- I. Terms and provisions contained in the Bylaws of Rosewood Homeowner's Association as recorded March 19, 2004, under Auditor's File No. 200403190133.

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

Plat/Subdivision Name: Rosewood P.U.D., Phase 2, Division II
Recorded: August 17, 2004
Auditor's No.: 200408170112

Said matters include but are not limited to the following:

1. Know all men by these presents that Rosewood Estates, LLC and Whidbey Island Bank, a Washington Corporation, Owners in the fee simple or Contract purchasers and Mortgage Holders or Lien holders of the land hereby plated, declare this Plat and dedicate to the use of public forever, the streets, avenues, shown hereon and the use thereof for all public purposes consistent with the use thereof for public highway purposes together with the right to make all necessary slope for cuts and fills upon the lots and blocks shown hereon in the original reasonable grading of all such streets and avenues shown hereon.

2. Building set backs:

Single Family Lots (SF)

Front: 20' (corner lots have two front yards)
Rear: 20'
Side: 7.5' (or otherwise shown hereon)

Common Wall Lots (D)

Front: 20' (corner lots have two front yards)
Rear: 20'
Side: 0' on common sides 7.5' on non-common sides
(or as otherwise shown hereon)

3. Sewage Disposal:

City of Mount Vernon

4. Storm Drainage:

City of Mount Vernon, Storm water detention facilities for this plat were previously constructed within Tract "A", Plat of Rosewood P.U.D. Phase I and are owned and maintained by the City of Mount Vernon.

5. Street Standard:

City of Mount Vernon

6. Water:

Skagit County P.U.D. No. 1

J. (continued):

7. Power:

Puget Sound Energy

8. Telephone:

Verizon Northwest

9. Gas:

Cascade Natural Gas

10. Television Cable:

Comcast Corporation

11. Garbage collection: City of Mount Vernon, Solid Waste Collection for lots shall be at the edge of the public right of way.

12. This plat has been laid out and constructed per the approved Rosewood P.U.D. available at the City of Mount Vernon Planning Department. The Rosewood P.U.D. allowed for a mix of single family lots (SF) and duplex or common wall construction lots (CW).

13. All lots within this subdivision are subject to impact fees for schools, fire, parks, and any other city impact fees payable upon issuance of a building permit.

14. Siltation control devices may be required for each lot during home construction or subsequent soil disturbances. See City of Mount Vernon Engineering Department for details.

15. Homes shall be built on site per the designs approved in the Rosewood P.U.D. or an alternative design approved by the City of Mount Vernon.

16. The Plat of Rosewood P.U.D., Phase 2, Division 2, shall have the same rights and access to the previously platted open spaces shown on Plat of Rosewood P.U.D. Phase 2 (Tracts "L" and "M") and as shown on the Plat of Rosewood P.U.D. Phase I including Tract "B", Tract "C" and Tract "Z". Same reciprocal rights and access shall apply for all owners. All previously recorded documents with respect to the homeowners association and maintenance responsibilities shall apply to this division.

17. Utilities Easement - An easement is hereby reserved for and granted to the City of Mount Vernon, Public Utility District No. 1, Puget Sound Energy, Verizon Northwest, Cascade Natural Gas Corp., and Comcast Corporation and their respective successors and assigns under and upon the exterior ten (10) feet of front boundary lines of all lots and tracts as shown on the face of this Plat and other utility easements, if any, shown on the face of this Plat in which to install, lay, construct, renew, operate, maintain and remove utility systems, lines, fixtures, 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 damage it causes to any real property owner in the subdivision by the exercise of rights and privileges herein granted.



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J. (Continued):

18. Water Pipeline Easement – An easement over Lots 90 and 91, is granted to Public Utility District No. 1 of Skagit County, Washington, a municipal corporation, its successors and 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 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 shown on the 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, 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 remove from the easement pursuant to this agreement is vested in the District.

19. 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 Grantors 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 Districts use of the easement.

20. Private Drainage Easement – Easements for the purpose of conveying local storm water runoff are hereby granted in favor of all abutting private lot owners in the areas designated as private drainage easements. The maintenance of private easements established and granted herein shall be the responsibility of and the costs thereof shall be borne equally by the present and future owners of the abutting private lot owners and their heirs, owners personal representatives and assigns.

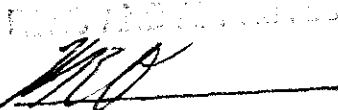
The City of Mount Vernon is hereby granted the right to enter said easements for emergency purposes at its own discretion.

21. Ten (10) foot utility easement – Affects portion abutting Arbor Street and Rosewood Street.

22. Easement to Public Utility District No. 1 – Affects Lots 90 and 91

23. Typical building envelope, as delineated.

READ AND APPROVED





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