

When recorded return to:

Mr. and Mrs. Kenneth Bean  
916 Garfield Street  
Mount Vernon, WA 98273

Recorded at the request of:  
First American Title  
File Number: 90895



200703300239

Skagit County Auditor

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### Statutory Warranty Deed

First American Title  
90895E-2

THE GRANTOR Gloria Ann Butler, an unmarried woman for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to Kenneth B. Bean and Cheryl Walker, husband and wife the following described real estate, situated in the County of Skagit, State of Washington

Abbreviated Legal:  
LOT 6, "WESTFIELD PLACE"

Tax Parcel Number(s): P104167, 340419-0-069-1009

Lot 6, of the City of Mount Vernon Binding Site Plan No. MV-2-93, B.S.P., entitled "WESTFIELD PLACE", approved December 14, 1993, and recorded December 15, 1993, under Auditor's File No. 9312150018, in Volume 11 of Short Plats, Pages 32 and 33, records of Skagit County, Washington, being a portion of government Lot 13, of Section 19, Township 34 North, Range 4 East, W.M.

Subject to covenants, conditions, restrictions and easements as per Exhibit "A" attached here to and by this reference made a part hereof.

Dated March 26, 2007

Gloria Ann Butler  
Gloria Ann Butler

1472  
SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

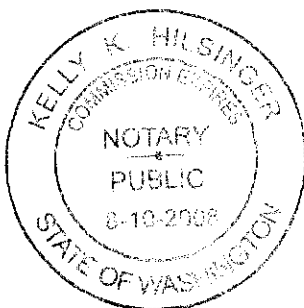
MAR 30 2007

Amount Paid \$ 4376.68  
Skagit Co. Treasurer  
By Deputy

STATE OF Washington }  
COUNTY OF Skagit } SS:

I certify that I know or have satisfactory evidence that Gloria Ann Butler, 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: 3-26-07



Kelly K. Hilsinger  
Kelly K. Hilsinger  
Notary Public in and for the State of Washington  
Residing at Mount Vernon  
My appointment expires: 08/10/2008

**EXHIBIT "A"**

**A. EASEMENT AND PROVISIONS CONTAINED THEREIN:**

**Grantee:** Puget Sound Power & Light Company  
**Dated:** August 16, 1993  
**Recorded:** August 31, 1993  
**Auditor's No:** 9308310085  
**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

**Affects:**

**Easement No. 1:** All street and road right-of-ways 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 streets and road rights-of-way.

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

**Dated:** December 6, 1993  
**Recorded:** December 15, 1993  
**Auditor's No:** 9312150021  
**Executed by:** Gunnar Pedersen

**C. MATTERS AS DISCLOSED AND/OR DELINEATED ON THE FACE OF THE FOLLOWING BINDING SITE PLAN:**

**Binding Site Plan:** MV 2-93  
**Recorded:** December 15, 1993  
**Auditor's No:** 9312150018

Said matters include but are not limited to the following:

1. An easement is hereby reserved for utilities and granted to City of Mount Vernon and their respective successors and assigns under the exterior 7 feet parallel and adjacent to the street frontage of all lots, South 10 feet of Lots 6 and 7, North 10 feet of Lot 3, 20 feet of Lots 2 and 5 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 damage it causes to any real property owner in the subdivision by the exercise of rights and privileges herein granted.
2. An easement is hereby reserved for utilities and granted to M. M. Morgan, R. M. Gonzales, and their respective successors and assigns under the North 10 feet and the South 5 feet and the North 20 feet of West 10 feet of Lot 3.
3. An easement is hereby reserved for utilities and granted to Mike Pederson and their respective successors and assigns under the West 50 feet of North 10 feet of Lot 5.
4. An easement is hereby reserved for utilities and granted to Gunnar Pedersen, and their respective successors and assigns under the North 55 feet of East 10 feet of Lot 2.



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5. 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 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, pipes, line or lines or related facilities, along with necessary appurtenances for the transportation of water across, along, in and under the lands as shown on this binding site plan 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 or 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, successor 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 maintain upon the easement or in any way interfere with, obstruct or endanger the District's use of the easement.

6. "...hereby declare the Westerly boundary of Lot 9 of this Binding Site Plan (abutting Lot 2 of S.P. "MV-5-83") as shown, noted, and further evidenced by the location of survey corner markers (Iron Pipes and Caps #13138) to be the common boundary between our abutting property (Lot 2, "Short Plat # MV-5-83"), and this Binding Site Plan, for length of said Westerly boundary of Lot 9.

7. Know all men by these presents that we, the undersigned owners in the fee simple or contract purchaser and mortgage holder of the land hereby platted, hereby declare this plat and dedicate to the use of the public forever all streets and avenues shown thereon and the use thereof for all 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 thereon.

8. Sewage Disposal - City of Mount Vernon

9. Water - Public Utility District #1

10. Storm Drainage - City of Mount Vernon

11. Power - Puget Power

12. Telephone - GTE Northwest

13. TV Cable - TCI Cablevision of Washington, Inc.

14. Building set back lines as delineated.

15. 10 foot and 20 foot utility easements as delineated on the face of Binding Site Plan.

16. Zoning boundary

17. 7 foot utilities easement adjacent to street frontage.

18. 30 foot utilities easement affecting Lots 7 and 8.



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