

When recorded return to:
AMERICAN ESCROW, INC.
P.O. BOX 1149
STANWOOD, WA. 98292



200707120093
Skagit County Auditor

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LAND TITLE OF SKAGIT COUNTY
125072-3

STATUTORY WARRANTY DEED

THE GRANTOR(S) **EDWARD F. JACOBY III AND JULIE C. JACOBY, HUSBAND AND WIFE**
for and in consideration of **TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION**
in hand paid, conveys, and warrants to **JOE C. BOLEWICZ AND DEBORAH L. DONALDSON, HUSBAND AND WIFE**

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

LOT 16, "PLAT OF CEDAR RIDGE ESTATES DIV. NO. 1," AS PER PLAT RECORDED IN VOLUME 15 OF PLATS, PAGES 147 THROUGH 152, INCLUSIVE, RECORDS OF SKAGIT COUNTY, WASHINGTON.

TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER A STRIP OF LAND 20 FEET OVER LOT 17, AS SHOWN ON THE FACE OF THE PLAT.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

SUBJECT TO: SCHEDULE "B-1" ATTACHED HERETO, WHICH BY THIS REFERENCE IS MADE A PART HEREOF.

Tax Parcel Number(s): **4622-000-016-0005**

Dated: JULY 9, 2007

EDWARD F. JACOBY III

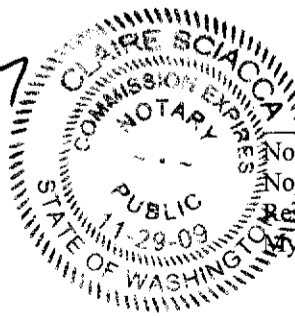
JULIE C. JACOBY

STATE OF WASHINGTON
COUNTY OF SNOHOMISH

ss.

I certify that I know or have satisfactory evidence that EDWARD F. JACOBY III AND JULIE C. JACOBY (is/are) the person(s) who appeared before me, and said person(s) acknowledged that THEY signed this instrument and acknowledged it to be THEIR free and voluntary act for the uses and purposes mentioned in this instrument..

Dated: 7-11-07



Notary name printed or typed: **CLAIRE SCIACCA**
Notary Public in and for the State of WASHINGTON
Residing at **CAMANO ISLAND**
My appointment expires: **11-29-2009**
SKAGIT COUNTY, WASHINGTON
Real Estate Excise Tax

JUL 12 2007

Amount Paid: **16,470.00**
By: Deputy
Skagit County Treasurer

EXCEPTIONS:

- A. Reservation of all coal, minerals, ores, oil and gas in or on said property with the right of entry to remove the same, contained in deeds through which title is claimed.

Said mineral rights are now vested in Skagit County.

B. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Grantee: Puget Sound Power & Light Company, a Washington corporation
Purpose: The right to construct, operate, maintain, repair, replace and enlarge an underground electric transmission and/or distribution system
Area Affected: Easement No. 1: All streets 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 street and road rights of way
Dated: October 16, 1992
Recorded: October 26, 1992
Auditor's No.: 9210260023

C. COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN DECLARATION OF PROTECTIVE RESTRICTIONS, AS HERETO ATTACHED.

Declaration Dated: December 22, 1993
Recorded: December 23, 1993
Auditor's No.: 9312230074
Executed By: Warren Gilbert, Jr., Marilyn Gilbert, husband and wife,
Vern Sims and Marie Sims, husband and wife

D. Provisions and reservations contained on the face of the Plat, as follows:

a.) Dedication

Know all persons by these presents that we, the undersigned, hereby declare this Plat and dedicate Tract A to the Cedar Ridge Estates Homeowners' Association, for the use as roads and ways, the right to make all necessary slopes for cuts and fills, and the right to continue to drain said roads and ways over and across any lot where water might take a natural course in the reasonable original grading of the roads and ways hereon. Following reasonable original grading of the roads and ways hereon, no drainage water on any lot or lots shall be diverted or blocked from their natural course so as to discharge upon any public road right of ways, or to hamper proper road drainage. Any enclosing of drainage water in culverts or drains, or re-routing thereof across any lots as may be undertaken by or for the owner of any lots, shall be done by and at the expense of said owner. Tract A shall also be for the use of all utilities as may be necessary to serve parcels within this plat and future plats adjacent hereto.

We, the undersigned, also hereby dedicate Tracts B, C, D and E to the Cedar Ridge Homeowners' Association for the purposes described in the covenants, conditions, and restrictions recorded under Auditor's File No. 9312230074.



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EXCEPTIONS CONTINUED:

D. (Continued)

The cost of construction and maintenance of all roads not herein dedicated as County roads and all access roads to the plat, unless the same are dedicated as County roads, shall be the obligation of all the owners of the lots in the Plat and/or of any additional plats that may be served by said roads, streets, and/or alleys, and that the obligation to maintain the same shall be concurrently the obligation of any corporation in which title of said roads, streets, and/or alleys be held in the event the owners of any of these lots or the corporate owners of any of the roads, streets, and/or alleys of this plat, or any additional plats served by these roads, streets, and/or alleys, shall petition the Board of County Commissioners to include these roads, streets, and/or alleys in the road system, said petitioner shall be obligated to bring the same to the County Road Standards in all respects prior to acceptance by the County.

b. 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 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.

Tract A is also covered under this easement provision.

c. Covenants, Conditions and Restrictions

Subject to the covenants, conditions, and restrictions recorded under Auditor's File No. 9312230074.

Lot owners should be aware that the adjacent property is commercial forest land and is expected to remain in forest production. Normal forestry operations should be expected.

All development, construction, and use of the shoreline area with Tract B shall be consistent with the Shoreline Management Act, the Skagit County Shoreline Management Master Program, and any other applicable local, state, or federal regulations.



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EXCEPTIONS CONTINUED:

D. (Continued):

All residences with driveways exceeding 150 feet in length that are not in compliance with the access road standards established by the Skagit County Fire Marshal (SSC 10.207) shall be constructed with fire suppression sprinkler systems.

Structural shore defense works shall not be permitted along any portion of the shoreline area of Lake 16.

Residential construction on Lots 17, 18 and 19 will require the installation of fire suppression sprinkler systems as part of the construction requirements.

d. Voluntary Parks Mitigation Condition

All lots/parcels within the Cedar Ridge subdivision are affected as follows: Purchasers and/or first time sellers are subject to a mitigation impact fee as outlined in Voluntary Mitigation Agreement as recorded under Skagit County Auditor File No. 001900.

e. Easement Dedication

An easement is hereby reserved for and granted to Puget Sound Power & Light Co., cable television, General Telephone Northwest, and their respective successors and assigns, under and upon the exterior seven (7) feet of front and five (5) feet of side boundary lines and under and upon the exterior ten (10) feet of rear boundary lines 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 damage it causes to any real property owner in the subdivision by the exercise of rights and privileges herein granted.

f. Note

All plat roadways shall remain private for a period of time not less than six (6) years from the date of final plat approval. Skagit County shall not consider establishment of said roadways until this period has expired. All maintenance of plat roadways and drainage facilities shall be the responsibility of the homeowners association.

E. EASEMENT AND TERMS AND CONDITIONS THEREOF:

Purpose:	Cut/fill maintenance easement
Area Affected:	As shown on plat

F. Any change in the boundary of legal description of the real property, or title to the estate insured, that may arise due to shifting and changing in course of the River.



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