When recorded return to:

Mr. and Mrs. Glenn R. Loomis 24194 Mahonia Lane Mount Vernon, WA 98274

Recorded at the request of: First American Title File NumberB93384



Statutory Warranty Deed GUĂRDIAN NORTHWEST TITLE CO. 13033846

THE GRANTOR Vanderbilt Mortgage and Finance, Inc. for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to Glenn R. Loomis and Alyse Jolene Loomis, husband and wife the following described real estate, situated in the County of Skagit, State of Washington

Abbreviated Legal:

Ptn. Lot 1, Block 8, "PLAT OF RESERVE ADDITION TO THE TOWN OF MONTBORNE IN SKAGIT COUNTY, WASHINGTON" (aka Lot 9 Survey)

Tax Parcel Number(s): P74731, 4136-008-009-0000

Portion of Lot 1, Block 8, of "PLAT OF RESERVE ADDITION TO THE TOWN OF MONTBORNE IN SKAGIT COUNTY, WASHINGTON", together with that portion of the vacated Northern Pacific Railroad right-of-way, defined as follows: Beginning at a point 12.5 feet Southwesterly of the Southwest corner of Lot 2; thence Southwesterly 89.63 feet; thence Northwesterly 110.97 feet; thence Northeasterly 95.15 feet; thence Southeasterly 110.21 feet to the point of beginning; TOGETHER WITH AND SUBJECT TO a non-exclusive access and utility easement known as Mahonia Lane.

(Also shown of record as Lot 9 of Survey recorded August 30, 2000, under Skagit County Auditor's File No. 200008300077. Said instrument is a re-recording of instrument recorded under Auditor's File No. 200006080127.)

Subject to Covenants, Conditions, Restrictions and Easements as per Exhibit "A" attached hereto and by this reference made a part hereof. Dated 5838

Vanderbilt Mortgage and Finance, Inc. SKAGIT COUNTY WASHINGTON REAL ESTATE EXCISE TAX

Amount Paid \$ Skagit Co. Treasurer

SS: COUNTY OF I certify that I know or have satisfactory evidence Robert Roulette that is/are the person(s) who appeared before

signed this instrument, on oath stated Robert me, and said person(s) acknowledge <u>ካቂ</u> is/are authorized to execute the instrument and acknowledge that as the of Vanderbilt Mortgage And tinance

Customer Service Manager to be the free and voluntary act of such party(ies) for the uses and purposes mentioned in this instrument.

Dated:

Notary Public in and for the State of Blount Residing at _

DEC **31** 2007

My appointment expires:

LPB 10-05(i-l) Page 1 of 1

EXCEPTIONS:

A. AGREEMENT, AND THE TERMS AND CONDITIONS THEREOF:

Between:

Skagit County Sewer District No. 2

And:

Young Soo Kim

Dated:

June 23, 1999

Recorded:

July 13, 1999

Auditor's No:

9907130072

Regarding:

Developer extension agreement

A release of encumbrance recorded April 12, 2002 under Skagit County Auditor's File No. 200204120097.

B. RESERVATIONS CONTAINED IN DEED

Executed by:

Nelson-Neal Lumber Co., a corporation of

Montborne, Washington and the Montborne Lumber Co., a corporation of Mount Vernon,

Washington

March 15, 1930

Recorded: Auditor's No:

231905

As Follows:

"...to operate a mill and the right to operate a shingle and lumber mill..."

- C. Terms and conditions of Lot Certification Application as recorded June 8, 2000, under Skagit County Auditor's File No. 200006080060.
- D. PROTECTIVE COVENANTS AND/OR EASEMENTS, BUT OMITTING RESTRICTIONS, IF ANY, BASED ON RACE, COLOR, RELIGION OR NATIONAL ORIGIN:

Dated:

June 15, 2000

Recorded:

June 15, 2000

Auditor's No:

200006150113

Executed by:

Brian D. Gentry, Vice-President Landed

Gentry Development, Inc.

200712310137

12/31/2007 Page

2 of

3 1:29PM

MATTERS AS DISCLOSED AND/OR DELINEATED ON THE FACE OF THE FOLLOWING RECORDED SURVEY:

Recorded:

August 30, 2000 200008300077

Auditor's No.:

Said instrument is a re-recording of instrument recorded under Auditor's File No. 200006080127.

Said matters include but are not limited to the following:

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 in 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 for sanitary sewer purposes over, under, through and across the following described 2. property:

The Southwesterly 15 feet of Lots 7, 8 and 9, the South 5 feet of Lots 5 and 6, the South 5 feet of the West 15 feet of Lot 4, the North 5 feet of the West 45 feet of Lot 3, the North 5 feet of Lot 7, the South 5 feet of Lot 8, the North 5 feet of Lot 9, the South 5 feet of the West 30 feet of Lot 2 and the North 5 feet of the West 30 feet of Lot 1, all within the "GENTRY-RECORD OF SURVEY".

- A non-exclusive easement for access and utilities known as Mahonia Lane (private). 3.
- Ten (10) foot non-exclusive utility easement running along Mahonia Lane. 4.
- EASEMENT, INCLUDING TERMS AND PROVISIONS THEREOF: F.

Grantee:

Skagit County Sewer District No. 2, a municipal

corporation of Skagit County, Washington

Dated:

June 19, 2000

Recorded:

June 29, 2000

Auditor's No.:

200006290071

Purpose:

Perpetual right-of-way or easement for sewer mains with

the necessary appurtenances

Area Affected:

Survey recorded under Auditor's File No. 200008300077

We note a Conveyance of Sewer Facility recorded August 14, 2000 under Auditor's File No. G. 200008140077.

Skagit County Auditor