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Skagit County Auditor

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When recorded return to:

Mr. and Mrs. Seth P. Cowan
21121 Falcon Court
Mount Vernon, WA 98274

Recorded at the request of:
First American Title
File Number B93577

GUARDIAN NORTHWEST TITLE CO.

B93577E-1

Statutory Warranty Deed

THE GRANTORS Michael Ferguson and Jessica L. Ferguson, husband and wife for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to Seth P. Cowan and Michelle A. Antonich, husband and wife the following described real estate, situated in the County of Skagit, State of Washington

Abbreviated Legal:

Lot 31, "PLAT OF CEDAR RIDGE ESTATES, DIVISION NO. 1"

Tax Parcel Number(s): ~~P15733~~, 4622-000-031-0000

P105133

Lot 31, "PLAT OF CEDAR RIDGE ESTATES, DIVISION NO. 1", as per plat recorded in Volume 15 of Plats, Pages 147 through 152, inclusive, records of Skagit County, Washington.

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

Dated 2/5/2008

484
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

FEB 15 2008

Michael Ferguson

Amount Paid \$
Skagit Co. Treasurer
By Deputy

9795.00

Jessica L. Ferguson

STATE OF Washington }
COUNTY OF SPOKANE } SS:

I certify that I know or have satisfactory evidence that Michael Ferguson and Jessica L. Ferguson are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledge it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Date: 2/7/08

Notary Public in and for the State of Washington
Residing at Mount Vernon, WA DEER PARK
My appointment expires: 4/1/11



EXHIBIT A

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.

B. EASEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF:

Grantee: Puget Sound Power & Light Company
Dated: April 2, 1963
Recorded: April 11, 1963
Auditor's No: 634405
Purpose: The installation of one anchor guy only
Area Affected:

As now staked across said property and as constructed on that portion of the Northwest 1/4 of the Northwest 1/4 of Section 22, as follows:

Beginning on the West line at a point 80 feet North of the Southwest corner of the Northwest 1/4 of the Northwest 1/4 of said Section; thence North on the West line of said Section, 79.83 feet to the South right-of-way line of State Road; thence North 66 degrees 20' East along road, 77.92 feet; thence North 89 degrees 30' East, parallel with North Section line to the East line of the subdivision; thence South on the East line to a point 120 feet North of the Southeast corner; thence in a Southwesterly direction to said point, 80 feet North of the Southwest corner of the Northwest 1/4 of the Northwest 1/4 of Section 22, Township 33 North, Range 4 East, W.M., and the point of beginning.

C. EASEMENT AND PROVISIONS CONTAINED THEREIN:

Grantee: Puget Sound Power & Light Company
Dated: October 16, 1992
Recorded: October 26, 1992
Auditor's No: 9210260023
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:

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 right-of-ways.

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

Dated: December 22, 1993
Recorded: December 23, 1993
Auditor's No: 9312230074
Executed by: Vern Sims; Marie Sims; Warren Gilbert, Jr., and Marilyn Gilbert



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EXHIBIT A
continued

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

Plat/Subdivision Name: Cedar Ridge Estates Div. No. 1
Recorded: February 4, 1994
Auditor's No: 9402040035

Said matters include but are not limited to the following:

1. 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 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.

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.

2. 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 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 easements.

Tract "A" is also covered under this easement provision.



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EXHIBIT A
continued

3. An easement is hereby reserved for and granted to Puget Sound Power and Light Company; Cable television; General Telephone Northwest, and their respective successors and assigns, under and upon the exterior 7 feet of front and 5 feet of side boundary lines and under and upon the exterior 7 feet of front and 5 feet of side 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.
4. Subject to the covenants, conditions and restrictions recorded under Auditor's File No. 9312230074.
5. 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.
6. All development, construction, and the 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.
7. 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.
8. Structural shore defense works shall not be permitted along any portion of the shoreline area of Lake 16.
9. Residential construction on Lots 17, 18 and 19 will require the installation of fire suppression sprinkler systems as part of the construction requirements.
10. 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's File No. 001900.

11. All plat roadways shall remain private for a period of time, not less than 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 maintenance association.

F. REGULATORY NOTICE/AGREEMENT THAT MAY INCLUDE COVENANTS, CONDITIONS AND RESTRICTIONS AFFECTING THE SUBJECT PROPERTY:

Executed By:	Mike and Jessica Ferguson
Recorded:	July 19, 2002
Auditor's No.:	200207190131
Regarding:	Protected Critical Area Site Plan

Reference is hereby made to the record for the full particulars of said notice/agreement. However, said notice/agreement may have changed or may in the future change without recorded notice.



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