



200803250096
Skagit County Auditor

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When recorded return to:

ROBERT J. JOHNSON and KATHRYN J. JOHNSON
134 SHANTEL ST
MOUNT VERNON, WA 98274

CHICAGO TITLE CO.

STATUTORY WARRANTY DEED

Escrow No.: 18054
Title Order No.: IC44951

THE GRANTOR(S)

D.B. JOHNSON CONSTRUCTION, INC., A Washington Corporation

for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys, and warrants to

ROBERT J. JOHNSON and KATHRYN J. JOHNSON, Husband and Wife

the following described real estate, situated in the of Skagit, State of Washington:

LOT 87, PLAT OF CEDAR HEIGHTS PUD 1, ^{Phase 1} ACCORDING TO THE PLAT THEREOF, RECORDED JANUARY 19, 2007, UNDER AUDITOR'S FILE NO. 200701190116, RECORDS OF SKAGIT COUNTY, WASHINGTON.
SITUATED IN SKAGIT COUNTY, WASHINGTON.

Tax Parcel Number(s): 4917-000-087-0000/P125783

SUBJECT TO: See Exhibit "A" attached hereto.

Dated: MARCH 21, 2008

D.B. JOHNSON CONSTRUCTION, INC., A Washington Corporation

BY: Marie English
MARIE ENGLISH, Manager

922
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

MAR 25 2008

Amount Paid \$ 4365.11
By mam Skagit Co. Treasurer Deputy

STATE OF Washington) ss.
COUNTY OF Snohomish

I certify that I know or have satisfactory evidence that MARIE ENGLISH is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Manager of D.B. JOHNSON CONSTRUCTION, INC to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: 21ST day of March, 2008.

Robert M. Livesay
ROBERT M. LIVESAY
Notary Public in and for the State of Washington
residing at MARYSVILLE
My Commission Expires: 06/09/09

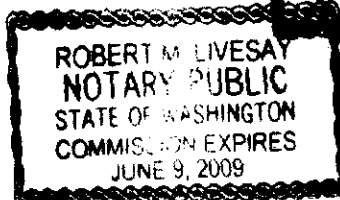
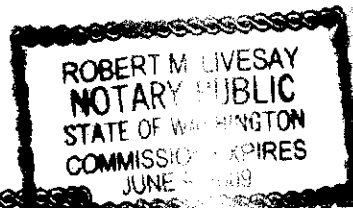


EXHIBIT "A"

Terms, conditions, and restrictions of that instrument entitled Mound Fill System Installation Conditional Agreement;

Recorded: August 31, 1987

Auditor's No(s): 8708310002, records of Skagit County, Washington

Affects: West 165 feet of the North 528 feet of the East Half of the Northeast Quarter of the Southwest Quarter of Section 22, Township 34 North, Range 4 East of the Willamette Meridian

Agreement, including the terms and conditions thereof; entered into;

By: Arnold P. Libby

And Between: AAA Mechanical Cont.

Recorded: December 9, 1998

Auditor's No. 9812090103, records of Skagit County, Washington

Affects: The East 100 feet of the West 265 feet of the North 300 feet of the East Half of the Northeast Quarter of the Southwest Quarter of Section 22, Township 34 North, Range 4 East of the Willamette Meridian

Agreement, including the terms and conditions thereof; entered into;

By: Lee M. Utke, Grantor

And Between: Cedar Heights, LLC, Grantee

Recorded: November 22, 2005

Auditor's No. 200511220026, records of Skagit County, Washington

As Follows: Grantee agrees to pay all costs associated to plat the new subdivision, including sewer hookup fees for existing house. Grantee agrees that Grantor's existing house shall have a storm drain connection. Grantee agrees, if overhead lines to existing house are required to be relocated, it will be at Grantee's expense.

Terms, conditions, and restrictions of that instrument entitled Notice of Interest in Real Property;

Recorded: July 11, 2006

Auditor's No(s): 200607110067, records of Skagit County, Washington

Affects: The Southeast Quarter of the Southeast Quarter of the Southwest Quarter of Section 22, Township 34 North, Range 4 East of the Willamette Meridian

Easement, including the terms and conditions thereof, granted by instrument(s);

Recorded: May 22, 2006

Auditor's No(s): 200605220165, records of Skagit County, Washington

In favor of: Puget Sound Energy, Inc.

For: Electric transmission and/or distribution line, together with necessary appurtenances

Affects:

Easement No. 1: All streets and road rights-of-way as now or hereafter designed, platted, and/or constructed within the above described property. (When said streets and road 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 open 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.



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Easement, including the terms and conditions thereof, granted by instrument(s);
Recorded: May 22, 2006
Auditor's No(s).: 200605220165, records of Skagit County, Washington
In favor of: Puget Sound Energy, Inc.
For: Electric transmission and/or distribution line, together with necessary appurtenances
Affects: A strip of land 10 feet in width with five feet on each side of the centerline of grantee's facilities as now constructed, to be constructed, extended or relocated lying within the above described parcel. This easement description may be superseded at a later date with a surveyed description provided at no cost to Grantee.

Easement contained in Dedication of said plat;
For: All necessary slopes for cuts and fills
Affects: Any portions of said premises which abut upon streets, avenues, alleys and roads

Covenants, conditions, restrictions, and easements contained in declaration(s) of restriction, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law;

Recorded: January 19, 2007
Auditor's No(s).: 200701190117, records of Skagit County, Washington
Executed By: Cedar Heights LLC

Easement delineated on the face of said plat;
For: Utilities and sidewalk
Affects: The exterior 12 feet adjacent to street

Tree installation details as delineated on the face of said plat.

Covered Area details as delineated on the face of said plat.

PUD Utility Easement provisions contained on the face of said plat, as follows:

Easements (within utility easements as shown hereon) 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 district 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 or other similar public services 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 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(s) or to persons or property by reason of proximity to the line(s). The grantor agrees that title to all brush, 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 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 district's use of the easement.

Private Drainage and Sewer Easement provisions contained on the face of said plat, as follows:

Easements for the purpose of conveying local storm water runoff and sanitary sewer are hereby granted in favor of all abutting private lot owners in the areas designated as private drainage or private sewer 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.



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

Storm Pond and Drainage Easement to City of Mount Vernon provisions contained on the face of said plat, as follows:

Storm pond and drainage easements, as shown hereon, are hereby granted to the City of Mount Vernon, to construct, maintain, replace, reconstruct, and remove drainage and detention facilities, with all appurtenances incident thereto or necessary therewith, in, under and across the said premises, and to cut and remove from said easement any trees, fences and other obstructions which may endanger the safety or interfere with the use of said drainage and detention facilities, or appurtenances attached or connected therewith; and the right of ingress and egress to and over said premises at any and all times for the purpose of doing anything necessary for the easement hereby granted. Adjoining property owners are prohibited from constructing fences, buildings or other objects within the easement area. Adjoining property owners are prohibited from placing fill, or other debris within easement area, or otherwise altering the detention facility side slop areas, or access road. Vehicular access in the easement area is restricted specifically to public maintenance vehicles.

Pond maintenance is the responsibility of the City of Mount Vernon and shall be performed per the maintenance procedure document prepared by Ravnik & Associates on file at the City of Mount Vernon.

Utilities, Sidewalk and Public Train Easement provisions contained on the face of said plat, as follows:

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 front boundary lines of all lots and tracts as shown on the face of this plat and other easements, if any, shown on the face of this plat, for sidewalk and trail purposes and 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 and pedestrian access 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.

Recitals on the face of the plat, as follows:

- A. Zoning Classification – R-1. 4.0 – Cedar Heights P.U.D.
- B. Sewage Disposal – City of Mount Vernon.
- C. Storm Drainage – City of Mount Vernon.
- D. Street Standard – City of Mount Vernon.
- E. Water – Skagit County P.U.D. No. 1.
- F. Power – Puget Sound Energy.
- G. Telephone – Verizon Northwest.
- H. Gas – Cascade Natural Gas.
- I. Television Cable – Comcast Corporation
- J. Garbage Collection – City of Mount Vernon. Solid waste collection for lots shall be at the edge of the public right of way.
- K. Wetland boundary line shown hereon are based upon field delineations by Skagit Wetlands and Critical Areas, Inc. in August 2004 and September 2006.
- L. 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.



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Assessments or charges and liability to further assessments or charges, including the terms, covenants, and provisions thereof, disclosed in instrument(s);

Recorded: January 19, 2007

Auditor's No(s): 200701190117, records of Skagit County, Washington

Imposed By: Cedar Heights PUD No. 1 Homeowners Association

Terms, conditions, and restrictions of that instrument entitled Agreement to Participate in the Intersection Improvements for Division Street and Waugh Road;

Recorded: January 19, 2007

Auditor's No(s): 200701190118, records of Skagit County, Washington

Easement delineated on the face of said plat;

For: Private storm drainage easement

Affects: The Westerly 10 feet of Lots 106 through 121, the Southerly 10 feet of Lot 110 and the Northerly 10 feet of Lot 111

Easement delineated on the face of said plat;

For: Private drainage easement

Affects: The Easterly 5 feet of Lots 38, 62, 63, 85, 86, 87, 88

The Westerly 5 feet of Lot 37

The Southerly 5 feet of Lots 53 and 58

The Northerly 5 feet of Lot 57

The Northerly 10 feet of Lot 96

Easement delineated on the face of said plat;

For: Sewer

Affects: The Westerly 5 feet of Lot 37

The Easterly 5 feet of Lot 38



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