When recorded return to:

Susan C. May 731 Deere Drive Burlington, WA 98233

Recorded at the request of:
Guardian Northwest Title & Escrow
File NumberB94653



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Statutory Warranty Deed

THE GRANTORS Peter H. Hansell and Marlene A. Hansell, husband and wife for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to Susan C. May, a single woman the following described real estate, situated in the County of Skagit, State of Washington

GUARDIAN NORTHWEST TITLE CO.
B94653€

Abbreviated Legal:

Unit 29, "FARMINGTON SQUARE CONDOMINIUM"

Tax Parcel Number(s): P121274, 4828-000-029-0000

Unit 29, "FARMINGTON SQUARE CONDOMINIUM", according to the Declaration thereof recorded January 28, 2004, under Auditor's File No. 200401280083, and Survey Map and Plans thereof recorded January 28, 2004, under Auditor's File No. 200401280084, records of Skagit County, Washington.

SUBJECT TO: Schedule "B-1" attached hereto and made a part thereof

Dated 5/07/2008 lene a Hansell Marlene A. Hansell NOTARY PUBLIC 1538 SKAGIT COUNTY WASHINGTON STATE OF WASHINGTON REAL ESTATE EXCISE TAX KAREN ALDERSON MAY 1 5 2008 My Appointment Expires Mar 28, 2011 STATE OF Washington COUNTY OF Skagit I certify that I know or have satisfactory evidence that Peter H. Hansell and Marlene A. Hansell, 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: 5 10 08

Koron address

Notary Public in and for the State of

Residing at Bellingham

My appointment expires: 3/28/2011

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Washington

Schedule "B-1"

EXCEPTIONS:

A. MATTERS AS DISCLOSED AND/OR DELINEATED ON THE FACE OF THE FOLLOWING SHORT PLAT:

Short Plat No.:

BU-6-01

Recorded:

July 20, 2001

Auditor's No .:

200107200120

B. MATTERS AS DISCLOSED AND/OR DELINEATED ON THE FACE OF THE FOLLOWING SHORT PLAT:

Short Plat No.:

BU-5-01

Recorded:

July 20, 2001

Auditor's No.:

200107200121

C. MATTERS AS DISCLOSED AND/OR DELINEATED ON THE FACE OF THE FOLLOWING SHORT PLAT:

Short Plat No.:

Burlington Short Plat No. 4-79

Recorded:

October 26, 1979

Auditor's No.:

7910260042

D. EASEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF:

Grantee:

Puget Sound Energy, Inc., a Washington corporation

Dated:

August 21, 2002

Recorded:

September 27, 2002

Auditor's No.:

200209270024

Purpose:

"...utility systems for purposes of transmission, distribution

and sale of gas and electricity..."

Area Affected:

<u>Easement No. 1</u>: 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.)

<u>Easement No. 2</u>: 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.

<u>Easement No. 3</u>: All easements as now or hereafter designed, designated, and/or platted, within the above described property.

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EASEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF:

Grantee:

Puget Sound Energy, Inc., a Washington corporation

Dated:

October 11, 2002

Recorded:

October 28, 2002 200210280102

Auditor's No.: Purpose:

"...utility systems for purposes of transmission, distribution

and sale of gas and electricity..."

Area Affected:

Common Area Tract "B" Open Space

F. EASEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF:

Grantee:

Puget Sound Energy, Inc., a Washington corporation

Dated:

January 21, 2002 January 24, 2003

Recorded: Auditor's No.:

January 24, 2003 200301240126

Purpose:

"...utility systems for purposes of transmission, distribution

and sale of gas and electricity..."

Area Affected:

An area located within a 5 (five) feet perimeter of the exterior surface of the ground mounted vaults and

transformers.

G. Terms, provisions, covenants, conditions, definitions, options, obligations and restrictions contained in the Condominium Declaration and as may be contained in the bylaws adopted pursuant to said Declaration.

Recorded:

January 28, 2004

Auditor's File No.:

200401280083

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

Plat/Subdivision Name:

Farmington Square Condominium

Recorded:

January 28, 2004

Auditor's No.:

200401280084

Said matters include but are not limited to the following:

1. A non-exclusive easement is hereby reserved for and granted to the City of Burlington; Public Utility District No. 1 of Skagit County; Puget Sound Energy, Inc.,; Cascade Natural Gas Corporation; Verizon; and AT & T Cablevision of Washington, Inc., and their respective successors and assigns under and upon the exterior ten (10) feet of all lots and tracts abutting public & private right-of-way, 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 service to the condominium and other property, together with the right to enter upon the units and tracts at all times for the purposes stated, with the understanding that any grantee shall be responsible to all unnecessary damage it causes to any real property owner in the condominium by the exercise of rights and privileges herein granted. Property owner is prohibited from building improvements within this easement unless approval has been granted by the city engineer.

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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 district to do all things necessary or proper in the construction and maintenance of a water, and communication 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, and communication lines 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 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.

- 3. All maintenance and construction of roads, storm drains, common area, tracts, and miscellaneous improvements shall be the responsibility of the condominium/community association.
- 4. Water: P.U.D. No. 1
- 5. Sewage: City of Burlington
- 6. Access to stormwater facilities and sewer main manholes to remain unobstructed for inspection and maintenance of the system. Access roads are to be maintained for vehicle access. No access location alteration is allowed without City of Burlington approval.
- 7. No permanent building, deck, fencing or other structure shall be erected within the easements.
- 8. Maintenance, upkeep and repair of common area and any facilities thereon shall be the responsibility of the association.
- 9. The condominium association shall be responsible for the maintenance and repairs of all open space tracts.
- 10. All tracts on this condominium are subject to development rights set forth in the declaration.
- I. Terms, provisions, requirements and limitations contained in the Washington Condominium Act, Chapters 43 and 428, Laws of 1989 (R.C.W. 64.34) and as may be hereafter amended.
- J. Matters contained in covenants recorded under Auditor's File No. 200306040116 and shown on the Plat of "WESTVIEW" as recorded under Auditor's File No. 200306040117 (Affects the East 7 feet of Lot 29)

