

When recorded return to:

Mr. and Mrs. Daniel Fisher
223 North State Street
Bellingham, WA 98225

200812190018
Skagit County Auditor

Recorded at the request of:
Guardian Northwest Title & Escrow
File Number 96072

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BARGAIN AND SALE DEED

96072

GUARDIAN NORTHWEST TITLE CO

THE GRANTOR James E. Bolduc, as his separate estate for and in consideration of TWO HUNDRED EIGHT THOUSAND AND NO/100 Dollars \$ 208,000.00, in hand paid, bargains, sells, and conveys to Daniel Fisher and Laura Fisher, husband and wife the following described estate, situated in the County of Skagit, State of Washington:

Lot 6, "FINAL PLAT OF BRIDGEWATER ESTATES PHASE I", as per plat recorded in Volume 15 of Plats, Pages 174 and 175, records of Skagit County, Washington.

EXCEPT that portion of Lot 6 lying within the following description:

Commencing at the intersection of the East right-of-way margin of the County road (Bayview Edison Road) and the North line of the South 1/2 of the Southwest 1/4 of Section 32, Township 35 North, Range 3 East, W.M.; thence South 89°40'37" East 832.07 feet along said North line (also being the South line of Tract X as shown on Skagit County Short Plat No. 93-033, recorded in Volume 10 of Short Plats, pages 223 and 224) to the Southeast corner of Tract X (also being a common corner to Lots 6 and 7, of said Final Plat of Bridgewater Estates Phase I, as recorded in Volume 15 of Plats, pages 174 and 175) and being the true point of beginning; thence continue South 89°40'37" East, 982.93 feet along said North line of the South 1/2 of the Southwest 1/4; thence North 00°03'42" East, 8.65 feet parallel with the East line of the Southwest 1/4 of said Section 32 to an existing fence line (as shown on the face of said Final Plat of Bridgewater Estates Phase I, and in the Final Plat of Bridgewater Estates Phase II); thence North 89°25'16" West 982.88 feet along said fence line to the West line of said Lot 6, Final Plat of Bridgewater Estates Phase I (also being the Northeast corner of said Tract X, Short Plat No. 93-033); thence South 00°24'55" West 13.04 feet along the East line of said Tract X to the true point of beginning.

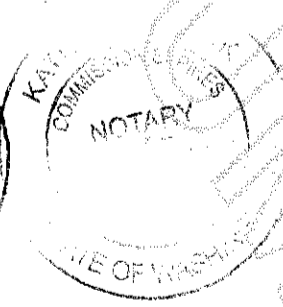
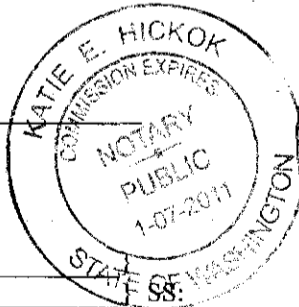
Subject to easements, restrictions or other exceptions hereto attached as Exhibit A

Tax Parcel Number(s): P105632, 4626-000-006-0005

The Grantor for himself/herself and for his/her successors in interest does by these presents expressly limit the covenants of the deed to those herein expressed, and exclude all covenants arising or to arise by statutory or other implication, and does hereby covenant that against all persons whomsoever lawfully claiming or to claim by, through, or under said Grantor and not otherwise, he/she will forever warrant and defend the said described real estate.

Dated: December 18, 2008

James E. Bolduc



STATE OF Washington
COUNTY OF Skagit

I certify that I know or have satisfactory evidence that James E. Bolduc, 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: 12-18-08

Katie E. Hickok

Notary Public in and for the State of Washington
Residing at M. Vernon
My appointment expires: 1/07/2011

Exhibit A

EXCEPTIONS:

A. EASEMENT AND PROVISIONS CONTAINED THEREIN:

Grantee: Puget Sound Power & Light Company
Dated: September 24, 1992
Recorded: October 15, 1992
Auditor's No: 9210150102
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

Location:

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 street and roads are dedicated to the public, this clause shall become null and void).

Easement No. 2: A strip of land 7 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-ways.

B. AGREEMENT, AND THE TERMS AND CONDITIONS THEREOF:

Between: King's Men Construction
And: P.U.D. No. 1 of Skagit County
Dated: October 16, 1992
Recorded: October 21, 1992
Auditor's No: 9210210096
Regarding: Water supply to the plat

C. AGREEMENT, AND THE TERMS AND CONDITIONS THEREOF:

Between: King's Men Construction, Inc., a Washington Corporation
And: Drainage District No. 8 of Skagit County, Washington
Dated: July 28, 1992
Recorded: April 6, 1994
Auditor's No: 9404060081
Regarding: Payment for Drainage Service

Said Agreement was re-recorded and Amended by document recorded under Auditor's File No. 9404190099.



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

Plat/Subdivision Name: Bridgewater Estates
Recorded: May 24, 1994
Auditor's No: 9405240117

Said matters include but are not limited to the following:

1. Easement for Access and Utilities affecting Lot 6.
2. Easement for Drainage affecting a 20' strip
3. Building set back lines, as delineated on the face of said short plat.
4. Know all men by these presents that Fermin J. Yadon and Claud O. Linn, d/b/a King's Men Construction, do hereby declare this Plat and dedicate to the public forever all roads and ways, except private and corporate roads, shown hereon with the rights 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 or lots, where water might take a natural course, in the original reasonable grading of the roads and ways shown hereon.

Following original reasonable grading of roads and ways hereon, no drainage waters on any lot or lots shall be diverted or blocked from their natural course so as to discharge upon any public road right-of-way or to hamper road drainage. Any enclosing of drainage waters in culverts or drains or rerouting shall be done by and at the expense of such owner.

5. Alternate on-site sewage systems may have special design, construction and maintenance requirements. See Skagit County Health Officer for details.
6. Skagit County Public Utility District No. 1 will serve potable water to this Plat.
7. Per an Agreement made between King's Men Construction Company, Inc., and Drainage District No. 8 of Skagit County on July 28, 1992, the following fees will be paid to the said District by King's Men:
 - a. Ten thousand dollars (10,000.00) by the final approval of this Plat. This sum is a condition precedent to the granting of the final plat.
 - b. One thousand dollars (1,000.00) for each building lot within the plat to be paid as each building permit is granted.



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8. 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 or 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.

9. Primary and reserve septic field sites, as delineated on the face of said plat.

10. Easement for PUD affecting Lots 14 and 15.

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

Dated: August 25, 1994
Recorded: August 26, 1994
Auditor's No: 9408260106
Executed by: Fermin J. (Skip) Yadon and Claud O. Linn, d/b/a
King's Men Construction, Inc., a Washington State
Corporation

F. Terms, conditions and provisions set forth in the By-Laws for Bridgewater Estates Homeowners Association, recorded under Auditor's File No. 9408260104, and in Articles of Incorporation for said Association, recorded under Auditor's File No. 9408260105.

G. Any question due to mislocated fencelines as disclosed by Plat of Bridgewater Estates, recorded May 24, 1994 under Volume 15 of Plats, Pages 174 and 175.

H. EASEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF:

Grantee: Puget Sound Power & Light Company
Dated: June 28, 1993
Recorded: July 2, 1993
Auditor's No: 9307020060
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
Area Affected: A right-of-way 20 feet in width (Lots 5 and 6)



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