

When recorded return to:

Mr. Chet Yeo & Mrs. Lori R. Yeo
1824 Eaglemont Drive
Mount Vernon, WA 98274



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Skagit County Auditor

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Filed for Record at Request of
Wells Fargo Escrow Company
Escrow Number: 04-02365-09

Grantor: Victor Odeychuk and Ludmila Odeychuk
Grantee: Chet Yeo and Lori R. Yeo

Tax Parcel Number(s): 4883-000-164-0000

Abbreviated Legal:

Lot 164, PLAT OF EAGLEMONT PHASE 1B, DIVISION NO 5

CHICAGO TITLE CO.
620003478

Statutory Warranty Deed

THE GRANTORS Victor Odeychuk and Ludmila Odeychuk, Husband and Wife for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to Chet Yeo & Lori R. Yeo, husband and wife the following described real estate, situated in the County of Skagit, State of Washington

Abbreviated Legal:

Lot 164, PLAT OF EAGLEMONT PHASE 1B, DIVISION NO 5

Lot 164, PLAT OF EAGLEMONT PHASE 1B, DIVISION NOS 5 and 6, according to the Plat thereof recorded January 10, 2006, under Auditor's File No. 200601100170, records of Skagit County, Washington.

SUBJECT TO: SEE EXHIBIT "A" ATTACHED

Dated 6-9-09

Victor Odeychuk 1700 Ludmila Odeychuk
Victor Odeychuk Ludmila Odeychuk

JUN 12 2009

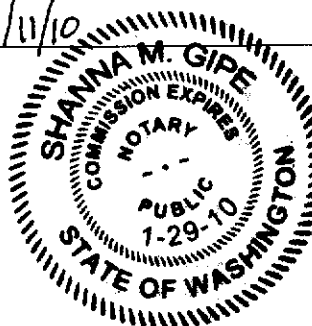
Amount Paid \$ 9795.00
By: [Signature] Skagit County Auditor

STATE OF Washington
COUNTY OF Skagit } SS:

I certify that I know or have satisfactory evidence that Victor Odeychuk and Ludmila Odeychuk

are the person who appeared before me, and said person are 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.

Dated: 6/11/10



[Signature]
Shanna Gipe

Notary Public in and for the State of Washington

Residing at: Everett

My appointment expires: 1/29/2010

EXHIBIT "A"

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

Easement, including the terms and conditions thereof, granted by instrument(s);
Recorded: October 11, 1993
Auditor's No(s): 9310110127, records of Skagit County, Washington
In favor of: Cascade Natural Gas Corporation
For: 10 foot right-of-way contract

Note: Exact location and extent of easement is undisclosed of record.

Easement, including the terms and conditions thereof, granted by instrument;
Recorded: November 2, 1993
Auditor's No.: 9311020145, records of Skagit County, Washington
In favor of: Puget Sound Power and Light Company
For: Electric transmission and/or distribution line, together with necessary appurtenances
Affects: All streets and roads within said plat, exterior 10 feet of all lots parallel with street frontage, and 20 feet parallel with Waugh Road

Easement provisions contained on the face of plat of Eaglemont, Phase 1A, as follows:

Those areas designated buffer easement are for landscape zones, maintained by the property owners and preserved free of buildings or structures.

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

An easement is hereby reserved for and granted to Public Utility District No. 1, Puget Sound Power & Light Co., TCI Cablevision of Washington, Inc., GTE Northwest, Inc., and the City of Mount Vernon, and their respective successors and assigns under and upon the exterior ten (10) feet of front boundary lines of all lots and tracts and drainage retention ponds identified on the plat, in which to install, lay, construct, renew, operate, maintain, and remove utility systems, drainage 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.

Easement provisions contained on the face of plat of Eaglemont, Phase 1A, as follows:

An easement for the purpose of conveying local storm water runoff is hereby granted in favor of all butting lot owners in the areas designated as private drainage easements. The maintenance of private drainage easements established and granted herein shall be the responsibility of, the costs thereof shall be borne equally by, the present and future owners of the abutting property and their heirs, personal representatives, and assigns.

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

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



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A. 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 waterline, 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 front 10 feet adjacent to the street right-of-way of all lots, together with the private streets known as Unison Place, New Woods Place, Alpine View Place, and all other easements designated as utility easements shown hereon; also, the right to cut and/or trim 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.

B. 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 provisions contained on the face of plat of Eaglemont, Phase 1A, as follows:

There is hereby granted to the City of Mount Vernon an easement over and across the areas designated on the plat map as non-exclusive slope easements with the right to the city to enter upon said premises for the purpose of maintaining, reconstructing, or replacing existing constructed cut and fill slopes and all appurtenances necessary thereto. The present and future lot owners shall refrain from placing or constructing or allowing others to place or construct any buildings or other improvements of any kind upon said premise. The City shall under no circumstance be held responsible for the restoration of any building or improvements if they are disturbed during the exercise of this easement.

Easement provisions contained on the face of plat of Eaglemont, Phase 1A, as follows:

There is hereby granted to the City of Mount Vernon permanent easement over and across the areas designated on the plat map as wall easements, with the right to the city to enter upon said premises to reconstruct the existing structural walls and all appurtenances or replace the existing walls with constructed slopes and all appurtenances necessary thereto. The City may also enter upon said premise for the purpose of performing maintenance to the existing walls or future constructed slopes. The present and future lot owners shall refrain from placing or constructing or allowing others to place or construct any buildings or other improvements of any kind upon said premise. The City shall under no circumstance be held responsible for the restoration of any building or improvements if they are disturbed during the exercise of this easement.

Easement delineated on the face of said plat;

For: Utilities and other undisclosed purposes

Affects: The exterior 10 feet adjacent to street frontage



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Provisions contained on the face of plat of Eaglemont, Phase 1A, as follows:

- A. The areas designated as community tracts shall be owned by the Homeowners' Association. The maintenance of these areas shall be in strict compliance with the approved landscaping plan unless otherwise directed by the City. The cost of said maintenance shall be the sole responsibility of the association. The City of Mount Vernon reserves the right to enter these areas for emergency purposes at its own discretion.
- B. These areas designated as Tracts A, B, C, D, and E shall be owned by the City of Mount Vernon. These areas shall be landscaped and maintained in strict compliance with the city approved landscaping plan unless otherwise approved by the City. The landscaping and maintenance of these areas shall be the sole responsibility of the Homeowners' Association.
- C. These areas shall be landscaped and maintained by the Homeowners' Association in strict compliance with the city approved landscape plan or as otherwise approved by the City. All future and present lot owners shall refrain from placing or constructing or allowing others to place or construct any buildings or other improvements of any kind upon said premise. The Homeowners' Assoc. shall under no circumstance be held responsible for the restoration of any building or improvements if they are disturbed during the exercise of this easement.
- D. Pursuant to Ordinance 2386 Section 98 each dwelling unit in this plat shall receive a one-time credit of \$705.00 to be applied toward the capacity charge of the sewer connection fees.
- E. Any lot within this subdivision may become subject to impact fees payable on issuance of a building permit in the event such fees are hereafter imposed by ordinance of the City of Mount Vernon on either an interim or permanent basis.

Easement, including the terms and conditions thereof, disclosed by instrument(s);
Recorded: August 7, 2003
Auditor's No(s): 200308070005, records of Skagit County, Washington
In favor of: Comcast of Washington, IV, Inc.
For: Installation and Maintenance of Cable

Dedication on the face of plat of Eaglemont, Phase 1A, as follows:

Know all persons by these presents that Sea-Van Investments, a State of Washington corporation owner in the fee simple or contract purchaser and mortgage holder of the land hereby platted, declares this plat and dedicates to the use of the public forever, the streets and avenues shown thereon and the use thereof for all public purposes not inconsistent with the use thereof for public highway purposes; also the right to make all necessary slopes for cuts and fills upon the lots and block shown on this plat in the original reasonable grading of the streets and avenues shown hereon, together with Tract F as shown on Sheet 5. The undersigned also dedicate to the Eaglemont Homeowners' Association the private roads named New Woods Place and Unison Place, together with all parcels designated as community tracts.

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 25, 1994
Auditor's No(s): 9401250030, records of Skagit County, Washington
Executed By: Sea-Van Investments Association

AMENDED by instrument:

Recorded: December 11, 1995, March 18, 1996, and February 1, 2000
Auditor's No.: 9512110030, 9603180110, 200002010099 and 200002010100,
records of Skagit County, Washington



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

Recorded: January 25, 1994
Auditor's No(s): 9401250030, records of Skagit County, Washington
Imposed By: Sea-Van Investments Association

AMENDED by instrument(s):

Recorded: December 11, 1995
Auditor's No(s): 9512110030, records of Skagit County, Washington

Notes disclosed on the face of survey recorded in Volume 13 of Surveys, page 152, under Auditor's File No. 9212100080, records of Skagit County, Washington; as follows:

- A. Road easement for ingress, egress, and utilities over, under and across. (To be dedicated to the city in the future.)
- B. Parcel A is subject to easements for construction, maintenance and access of public and private utilities. (To be dedicated in the future.)
- C. Proposed access to the West Half of the Northeast Quarter of the Southwest Quarter. Exact location will be determined at a future date.

Note as disclosed on the face of plat of Eaglemont, Phase 1A, as follows:

Tract for ingress, egress, Skagit County P.U.D. and utilities;
Affects: Access tract as shown on said plat

Notice of Impact Fees as disclosed on the face of plat of Eaglemont, Phase 1A, as follows:

Any lot within this subdivision may become subject to impact fees payable on issuance of a building permit in the event such fees are hereafter imposed by ordinance of the City of Mount Vernon on either an interim or permanent basis.

Covenants, conditions, and restrictions contained in instrument(s), but omitting any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicap persons;

Recorded: January 5, 1999
Auditor's No(s): 9901050007, records of Skagit County, Washington
Executed By: Seavan Investments
As Follows: Grantees herein acknowledge that in the event construction shall not commence as required during the times stated in the CC & R's. The Grantor herein shall have the right to repurchase the subject property for a cash price equal to the selling price agreed herein, which shall be exercised by the Grantor, at Grantors sole discretion, during a sixty (60) calendar day period beginning the day after the fourth anniversary of the closing of this transaction, provided however, that the Grantors option to repurchase shall be null and void if Grantee fully complies with all terms of the purchase and sale agreement.

Exceptions and reservations contained in Deed whereby the Grantor excepts and reserves all oils, gases, coal, ores, minerals, fossils, etc., and the right of entry for opening, developing and working mines, etc., provided that no rights shall be exercised until provision has been made for full payment of all damages sustained by reason of such entry;

Together With the right, upon paying reasonable compensation, to acquire rights of way for transporting and moving products from other lands, contained in Deed

From: The State of Washington
Recorded: February 6, 1942
Auditor's No.: 349044, records of Skagit County, Washington,



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Exceptions and reservations contained in Deed whereby the Grantor excepts and reserves all oils, gases, coal, ores, minerals, fossils, etc., and the right of entry for opening, developing and working mines, etc., provided that no rights shall be exercised until provision has been made for full payment of all damages sustained by reason of such entry;

Together With the right, upon paying reasonable compensation, to acquire rights of way for transporting and moving products from other lands, contained in Deed

From: The State of Washington
Recorded: February 4, 1942
Auditor's No.: 348986, records of Skagit County, Washington
Executed By: James E. Moore and Myrtle Moore, his wife
Affects: Northeast Quarter of the Southwest Quarter, EXCEPT the Northwest Quarter thereof, all in Section 27, Township 34 North, Range 4 East of the Willamette Meridian
As Follows: Reserving unto English Lumber Company, its successors and assigns, all oil, gases, coal, ores, minerals, fossils, etc., and the right of entry for opening, developing and working the same

Exceptions and reservations contained in Deed whereby the Grantor excepts and reserves all oils, gases, coal, ores, minerals, fossils, etc., and the right of entry for opening, developing and working mines, etc., provided that no rights shall be exercised until provision has been made for full payment of all damages sustained by reason of such entry;

Together With the right, upon paying reasonable compensation, to acquire rights of way for transporting and moving products from other lands, contained in Deed

From: The State of Washington
Recorded: October 22, 1916
Auditor's No.: 128138, records of Skagit County, Washington
Executed By: Marie Fleitz Dwyer, Frances Fleitz Rucker and Lola Hartnett Fleitz
Affects: Southwest Quarter of Section 27, Township 34 North, Range 4 East of the Willamette Meridian
As Follows: Undivided 1/2 in all oil, gases, coals, ores, minerals, fossils, etc., and the right of entry for opening, developing and working the same

Exceptions and reservations contained in Deed whereby the Grantor excepts and reserves all oils, gases, coal, ores, minerals, fossils, etc., and the right of entry for opening, developing and working mines, etc., provided that no rights shall be exercised until provision has been made for full payment of all damages sustained by reason of such entry;

Together With the right, upon paying reasonable compensation, to acquire rights of way for transporting and moving products from other lands, contained in Deed

From: The State of Washington
Recorded: April 18, 1914
Auditor's No.: 102029, records of Skagit County, Washington
Executed By: Atlas Lumber Company
Affects: Southeast Quarter of Section 27, Township 34 North, Range 4 East of the Willamette Meridian and other property
As Follows: Reserving to the grantor all oil, gases, coal, ores, minerals, fossils, etc., and the right of entry for opening, developing and working the same and providing that such rights shall not be exercised until provision has been made for full payment of all changes substantial by reason of such entry.

Easement delineated on the face of said survey recorded November 25, 1992, under Auditor's File No. 9211250027, records of Skagit County, Washington;

For: Sanitary sewer, access and utility
Affects: Various strips as delineated on the face of said survey

Easement delineated on the face of said plat of Eaglemont, Phase 1B, Divisions 5 and 6;

For: Slope easement
Affects: That portion of said premises within 30 feet of the centerline of street



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Notes on the face of said plat of Eaglemont, Phase 1B, Divisions 5 and 6, as follows:

- A. Plat number and date of approval shall be included in all deeds and contracts.
- B. Sewage disposal – City of Mount Vernon.
- C. Water – P.U.D. No. 1 of Skagit County.
- D. Power – Puget Sound Energy.
- E. Gas – Cascade Natural Gas Corporation.
- F. Telephone – Verizon.
- G. Cable – Comcast.
- H. All lots within this subdivision are subject to impact fees payable upon issuance of building permit.
- I. For section subdivision information refer to the Plat of Eaglemont, Phase 1A, recorded under Auditor's File No. 9401250031, within which this plat is totally encompassed. Section subdivision shown on section map below is from the aforementioned plat filed under the same Auditor's File Number, Sheet 3 of 17.
- J. Building setbacks:
 - Front yard – 20 feet
 - Side yard – 5 feet
 - Rear yard – one of the following shall apply:
 - 10 feet where the rear yard abuts wetland or open space areas
 - Wetland buffer – 10 feet, except where as noted on the plans or covered under the rear yard setback provisions
 - 25 feet where the rear yard abuts the golf course
 - No building setbacks may encroach into utility easements
- K. Zoning – R-A-P P.U.D.
- L. An easement for the purpose of providing storm sewer service is hereby granted in favor of the public in the 20' storm drain easement crossing Lot 147 as shown on Sheet 6 of 8. The City of Mount Vernon is hereby granted the right to enter said easements for emergency purposes at its own discretion.
- M. A public sanitary sewer easement is hereby granted to the City of Mount Vernon across Lots 170 through 172, 164, 165, 156, 157, Tract Y and Tract Z in those areas designated as sanitary sewer and maintenance easements for the purpose of providing sanitary sewer service to this plat.
- N. There is hereby granted to the City of Mount Vernon an easement over and across the areas designated on the plat as non-exclusive slope easements with the right to enter upon said premises for the purpose of maintaining, reconstructing, or replacing existing constructed cut and fill slopes and structural walls and all appurtenances necessary thereto. The present and future lot owners shall refrain from placing or constructing or allowing others to place or construct any buildings or other improvements of any kind upon said premise. The City shall under no circumstance be held responsible for the restoration of any buildings or improvements if they are disturbed during the exercise of this easement. The Eaglemont Homeowners Association is hereby granted the right to enter said easement for emergency purposes at its own discretion.
- O. Tract M will be owned by the City of Mt. Vernon. The maintenance of this area shall be the responsibility of the City of Mount Vernon.
- P. Tracts K and L shall be designated as open space and dedicated to the Homeowner's Association. The maintenance of this area shall be the sole responsibility of the Homeowner's Association.
- Q. Tract Z will be owned by the City of Mount Vernon. Tract Z contains a sanitary sewer easement. Tract Z shall be maintained by the City of Mount Vernon.



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- R. Tracts AA, AB, and Y will be owned and maintained by the Homeowners' Association.
- S. In order to ensure adequate fall for side sewers, minimum finished floor elevations have been determined for Lots 166-168, 147, 149-152, and 153-162. Please see construction record drawings dated June 2005 by David Evans and Associates, Inc.
- T. Landscaping within street right of ways shall conform to prior Eaglemont P.U.D. approvals. The golf course and Homeowner's Association shall be responsible for the installation and maintenance of all landscaping within the public street right of ways. Landscape plans for each lot must be submitted with the building permit application and conform to prior Eaglemont P.U.D. approvals.
- U. Tract K and Lots 149 and 150 are subject to a public pedestrian easement as shown on Sheet 6. The Homeowner's Association shall be responsible for maintenance of the trail located within the easement.
- V. A shared driveway must be built within Tract AA to serve Lots 146, 162, and 163. The entire driveway must be constructed with the first house built on these lots. The driveway plan must be submitted with the first building permit application. The developer of this plat may construct the driveway prior to selling these lots for development.
- W. A shared driveway must be built within Tract AB to serve Lots 164 and 165. The entire driveway must be constructed with the first house built on these lots. The driveway plan must be submitted with the first building permit application. The developer of this plat may construct the driveway prior to selling these lots for development.

Easement delineated on the face of said plat;
For: Ingress, egress and utilities
Affects: Northwestern portion of said premises



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