



200912230055

Skagit County Auditor

When recorded return to:

12/23/2009 Page

1 of

5 2:11PM

Mr. and Mrs. James R. Dobbs  
972 Homestead Drive  
Burlington, WA 98233

Recorded at the request of:  
First American Title of Island County  
File Number: E1669

## BARGAIN AND SALE DEED

98301  
GUARDIAN NORTHWEST TITLE CO.

THE GRANTOR The Bank of New York Mellon fka The Bank of New York, as Trustee for The Certificateholders CWALT, Inc., Alternative Loan Trust 2006-OC4, for and in consideration of TEN DOLLARD AND NO/100, and other valuable consideration, in hand paid, bargains, sells, and conveys to James R. Dobbs and Kendra W. Dobbs, husband and wife the following described estate, situated in the County of Skagit, State of Washington:

Lot 13, "PLAT OF HOMESTEAD PLACE SUBDIVISION", according to the plat thereof, recorded December 1, 2004, under Auditor's File No. 200412010051, and amended by Amended Survey recorded May 6, 2005, under Auditor's File No. 200505060135, records of Skagit County, Washington.

Tax Parcel Number(s): 4846-000-013-0000/P122257

Subject to: See Exhibit "A" attached hereto and by reference made a part hereof

Dated: November 30, 2009

3936  
SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

The Bank of New York Mellon fka The Bank of New York, as Trustee for The Certificateholders CWALT, Inc., Alternative Loan Trust 2006-OC4 BAC Home Loans Servicing LP, fka Countrywide Home Loans Servicing LP, as attorney-in-fact

By: Cory Klapperich, Assistant Secretary

DEC 23 2009

Amount Paid \$ 5325.42  
By MF Skagit Co. Treasurer Deputy

STATE OF Arizona }

COUNTY OF Maricopa ss

I certify that I know or have satisfactory evidence that

Cory Klapperich  
[is/are] the person[s] who appeared before me, and said person[s] acknowledged that [\* he/she/they] signed this instrument, on oath stated that [\* he is/she is/they are] authorized to execute the instrument and acknowledged it as the Assistant Secretary of Bank of American Home Servicing LP as Attorney in Fact for The Bank of New York Mellon fka the Bank of New York, as Trustee to be the free and voluntary act and deed of said Attorney in Fact for said principal for the uses and purposes therein mentioned, and on oath stated that the Power of Attorney authorizing the execution of this instrument has not been revoked.

Dated: December 4, 2009

Trisha Mothershed, Notary Public

Printed Name Trisha Mothershed  
Notary Public in and for the State of Arizona  
Residing at Maricopa County  
My appointment expires: 05/10/2013



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EXHIBIT "A"

A. EASEMENT AND PROVISIONS THEREIN:

Grantee: Puget Sound Power & Light Company  
Recorded: November 11, 2004  
Auditor's No.: 200410110031  
Purpose: Right to construct, operate, maintain, repair, replace and enlarge one or more electric transmission and/or distribution lines over and/or under the right of way;

Location:

Easement No. 1:

All streets and road right-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 15 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 right rights-of-way.

Said instrument is a re-recording of instrument recorded July 26, 2004 under Auditor's File No. 200407260154.

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

Plat/Subdivision Name: Amended Plat of Homestead Place  
Recorded: May 6, 2005  
Auditor's No.: 200505060135

Said matters include but are not limited to the following:

1. Setbacks: Front Yard – Minimum mean depth of 20 feet.  
  
Side Yard – Minimum mean width 5 feet. The total of the two side yards shall be 15 feet. A minimum of one 10 foot side yard shall be provided per lot to facilitate access to the rear yard by reasonable sized vehicles. Side of building means the outer face of any part of the building roof eaves.  
  
Rear Yard – Minimum mean depth of 20 feet. Setbacks Lots 23 and 26 front yard 10 feet, rear yard 10 feet, sidelines 10 feet on one side, 15 feet total for both sides. No boats or RV parking will be allowed in the front setback area.
2. Sewage disposal – City of Burlington



200912230055  
Skagit County Auditor

Water -- Skagit County PUD  
Power -- Puget Sound Energy  
Telephone -- GTE  
Gas -- Cascade Natural Gas  
Cable -- TCI Cable  
Storm -- City of Burlington

3. All lots within this subdivision are subject to impact fees for schools, fire, parks and traffic, payable upon issuance of a building permit.
4. Subject to the declaration of covenant, conditions, and restrictions as recorded under Auditor's File No. 200412010052, records of Skagit County, Washington, which establishes ownership and maintenance responsibilities for private drainage facilities.
5. This subdivision lies, within Zone A7 on Flood Insurance Map 530153 00018, dated January 3, 1985. The City of Burlington has assigned a finished floor elevation of listed below to the houses within this plat.

6. Lots 4 and 5 are limited to one story dwelling only.

Lots 8, 9, 10, 11, 23 and 24 are limited to 1-1/2 story dwelling with no windows on the upper story facing adjacent neighbor's rear yards.

7. Lots 1 through 27 are subject to and together with a 10.00 foot drainage easement for the benefit of Lots 1 through 27 and the maintenance and other responsibilities and obligations are spelled out in the CCR's and referenced under Note No. 6 above.

8. Work with adjacent neighbors to Lots 4, 5, 8, 9, 10, 11, 23 and 24 to provide a solid 6 foot cedar fencing.

9. All costs of maintaining, repairing, improving, or cost otherwise associated with any drainage course(s), storm drainage detention basin and to include play area within Tract "A" shall be borne by the property owners of the plat of "Homestead Place" according to the declaration of covenants, conditions, reservations, and restrictions of the plat of "Homestead Place" as recorded under Auditor's File No. 200412010052, records of Skagit County, Washington. The City of Burlington may inspect all storm water facilities and community association records. If the property owner(s) or community association has failed to maintain the stormwater facilities, the City may issue written notice specifying the required actions, if the actions are not corrected in a timely manner or in the event of a public hazard, the City may enter the property to perform the actions needed and bill the property owner(s) or community association. Any action taken by the City of Burlington shall not relieve the property owner(s) or community association from its responsibility to maintain the stormwater facilities.

The City of Burlington may enter the property to maintain the storm water filtration system. All costs of maintaining, repairing, improving, or cost otherwise associated with the filtration system shall be the responsibility of the City of Burlington.

10. Each new home shall have lawn planted, shrubs adjacent to the house and at least one tree per lot prior to sale or occupancy.



11. An easement is hereby reserved for and granted to the City of Burlington, Skagit County Public Utility District No. 1, Puget Sound Energy, Verizon Northwest, Cascade Natural Gas Corporation, and AT&T Broadband and their respective successors and assigns under and upon the exterior 10 feet of all lots and tracts abutting all public roads and rights of way as shown hereon 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. 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 caused to any real property owner in the subdivision by the exercise of rights and privileges herein granted.

12. Easements for the purpose to conveying local storm water run-off 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 the 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.

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

13. Easement for utilities affecting the exterior 15 feet of said premises adjacent to street.

14. Thirty (30) foot City of Burlington sewer easement as recorded in Auditor's File Nos. 200212190002 and 200301080008 over the South 30 feet of Lots 2 through 15 and the North 30 feet of the South 40 feet of Lot 1.

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

Recorded:	December 14, 2004
Auditor's No.:	200412140045
Executed By:	Homestead NW Dev. Co.

D. Note of the face of Short Plat No. Burl 3-99, as follows:

If there is development of more than one single family residence, or further subdivision of Lot 2, improvements to Sharon Street shall be made per City of Burlington Municipal Code Chapter 12.28 (Standard Streets).

