When recorded return to: Tery R. Hill and Ana P. Hill 1308 Olympic Lane Mount Vernon, WA 98274



Filed for record at the request of:



425 Commercial, PO BOX 638 Mount Vernon, WA 98273

Order No.: 620011583

## **BARGAIN AND SALE DEED**

THE GRANTOR(S)

PNC BANK, National Association, Successor by Merger to National for and in consideration of (\$10.00) Ten Dollars and other valuable consideration in hand paid, bargains, sells, and conveys to

Terry R. Hill and Ana P. Hill, husband and wife

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

Lot 86, PLAT OF EAGLEMONT PHASE 1B, DIVISION NO. 4, according to the Plat thereof recorded August 8, 2005 under Auditor's File No. 200508080162, records of Skagit County, Washington.

Situated in Skagit County, Washington.

Tax Parcel Number(s): P123096 4866-000-086-0000

The Grantor(s) for himself/herself/themselves and for his/her/their successor in interest do(es) 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 Grantors and not otherwise, he/she/they will forever warrant and defend the said described real estate.

Subject to: Restrictions, reservations and easements of record. See Exhibit "A" attached hereto and by reference made a part hereof.

SKAGIT COUNTY WASHINGTON REAL ESTATE EXCISE TAX

SEP 2 4 2010

Amount Paid \$ 72/4.00

By Nam Deputy

## **BARGAIN AND SALE DEED**

(continued)

Dated: August 30, 2010

PNC BANK National Association, Successor by Me	rger to National
City Bank	t was
BY: Ucharle. Per	2.505/d
Michael D. Ferguson V	والمواجعة وبالأبي أسران
State of Ohio	in the second of
	and the second
County of Montgomery	
I tife the time of the second seco	,
I certify that I know or have satisfactory evidence that Michael D. Ferguson VP	
is/are the person(s) who appeared before me, and said	person acknowledged that
(he/she/they) signed this instrument, on oath stated that (he/she/they) w	
instrument and acknowledged it as the Vice Preside	
	free and voluntary act of such
party for the uses and purposes mentioned in the instrument.	•
- Company of the Comp	
Dated: _9/17/10	
Named	g die
Notary Public in and for the State of Ohio Residing at: Greene Ohio	
Residing at: <u>Greene</u> Ohio	
My appointment expires:	
	$C_{i}$

JILL A. FORTNEY, Notary Public In and For the State of Ohio My Commission Expires Mar. 30, 2011

Bargain and Sale Deed (LPB 15-05(I) rev. 4/2009) WA0000008.doc / Updated: 03.19.10

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## **EXHIBIT "A"**

If your real property is adjacent to property used for agricultural operations, or included within an area zoned for agricultural purposes, you may be subject to inconvenience or discomfort arising from such operations, including but not limited to, noise, odors, flies, fumes, dust, smoke, the operation of machinery of any kind during a twenty-four (24) hour period (including aircraft), the storage and disposal of manure, and the application by spraying or otherwise of chemical fertilizers, soil amendments, herbicides and pesticides. Skagit County has determined that the use of real property for agricultural operations is a high priority and favored use to the county and will not consider to be a nuisance those inconveniences or discomforts arising from agricultural operations, if such operations are consistent with commonly accepted good management practices and comply with local, State and Federal laws.

Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, dedications, building 1. setback lines, notes and statements, if any, but omitting any covenants or restrictions, if any, including but not limited to those 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, as set forth on PLAT OF EAGLEMONT PHASE 1B DIV. NO. 4:

Recording No:

200508080162

Easement, including the terms and conditions thereof, granted by instrument(s); 2.

Recorded:

October 11, 1993

In favor of:

Auditor's No(s).:9310110127, records of Skagit County, Washington

For:

Cascade Natural Gas Corporation

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; 3.

Recorded:

November 2, 1993

9311020145, records of Skagit County, Washington Auditor's No.:

In favor of:

For:

Puget Sound Power and Light Company
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, including the terms and conditions thereof, disclosed by instrument(s); 4.

Recorded:

August 7, 2003

Auditor's No(s).:200308070005, records of Skagit County, Washington

In favor of:

Comeast of Washington, IV, Inc.

For:

Installation and Maintenance of Cable

Covenants, conditions, restrictions, and easements contained in declaration(s) of restriction, but omitting any 5. 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;

January 25, 1994

Auditor's No(s),:9401250030, records of Skagit County, Washington

Sea-Van Investments Association Executed By:

AMENDED by Instrument:

Recorded:

December 11, 1995, March 18, 1996, and February 1, 2000

Auditor's No.:

9512110030, 9603180110, 200002010099 and 200002010100, records of Skaglt County,

Washington

Assessments or charges and liability to further assessments or charges, including the terms, covenants, and 6. 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

010092400 **Skagit County Auditor** 

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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:

Road easement for ingress, egress, and utilities over, under and across. (To be dedicated to the city in the future.)

Parcel A is subject to easements for construction, maintenance and access of public and private utilities. (To be dedicated in the future.)

Proposed access to the West Half of the Northeast Quarter of the Southwest Quarter. Exact location will be determined at a future date.

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.



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