

After Filing Return To:

G. Matthew Loftin  
Davis Wright Tremaine LLP  
777 - 108<sup>th</sup> Ave NE, Suite 2300  
Bellevue, Washington 98004-5149



201306120107

Skagit County Auditor \$76.00  
6/12/2013 Page 1 of 5 2:22PM

### QUIT CLAIM DEED

**Grantor:**

1. Weeks, Annette M., a married woman

**Grantee:**

1. Rosario Road LLC, a Washington limited liability company

**Abbreviated Legal Description:**

RANCHO SAN JUAN DEL MAR, SUBDIVISION NO. 8.

Additional legal description is on page 1 of document

**Assessor's Property Tax Parcel Account Numbers:**

P68398,  
P68402,  
3979-000-095-0007,  
3979-000-095-0403

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

2013 2192  
JUN 12 2013

Amount Paid \$ *0*  
Skagit Co. Treasurer  
By *mb* Deputy

## QUIT CLAIM DEED

Annette M. Weeks, a married woman, the Grantor, as a capital contribution to a limited liability company, conveys and quit claims to Rosario Road LLC, a Washington limited liability company, the Grantee, the following described real property situated in Skagit County, Washington (the "Property"), together with all after acquired title of the Grantor therein:

### Parcel "A":

That portion of Tract "A" "RANCHO SAN JUAN DEL MAR SUBDIVISION NO. 8", as per plat recorded in Volume 8 of Plats, pages 34 and 35, records of Skagit County, described as follows:

Beginning at the Southeast corner of said Tract "A"; thence North 54 degrees 12' West along the Southerly line of said Tract "A", a distance of 156.81 feet to the TRUE POINT OF BEGINNING for this description; thence continue North 54 degrees 12' West along said Southerly, a distance of 113.33 feet; thence North degrees 52' East, a distance of 397.48 feet; thence South 88 degrees 08' East, a distance of 72.99 feet to the West line of the County Road known as Lateral Highway No. 4; thence South 32 degrees 30' West along the West line of said County Road, a distance of 126.30 feet; thence South 63 degrees 52' West, a distance of 300.76 feet to the TRUE POINT OF BEGINNING.

### Parcel "B":

An undivided 1/3 interest in the North 30 feet of the East 303.76 (as measured along the North line) of Tract "A"; "RANCHO SAN JUAN DEL MAR SUBDIVISION NO. 8, as per plat recorded in Volume 8 of Plats, pages 34 and 35, records of Skagit County.

SUBJECT TO the following:

A. Right of the general public to the unrestricted use of the waters of a navigable body of water, not only for the primary purposes of navigation, but also for corollary purposes, including (but not limited to) fishing, boating, bathing, swimming, water skiing and other related recreational purposes, as those waters may affect the tidelands, shorelands, or adjoining uplands, and whether the level of the water has been raised naturally or artificially to a maintained or fluctuating level, all as further defined by the decisional law of this state. (Affects all of the premises subject to such submergence.)

DWT 22023542v1 0092279-000001



201306120107

Skagit County Auditor  
6/12/2013 Page

2 of

\$78.00  
5 2:22PM

B. Terms and Provisions of that certain contract dated July 19, 1962 made between O. B. McCorkle and Esther M. McCorkle, husband and wife, and Del Mar Community Service, Inc., a Washington corporation, providing among other matters for the development of the water system and other facilities and issuance of certificates of membership, recorded January 9, 1963 under Auditor's File No. 630694. For the full particulars of said instrument, we refer you to the recorded document.

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

Recorded: May 24, 1990

Auditor's No: 9005240023

D. Right of the public 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 where water might take a natural course in the reasonable original grading of the roads and ways hereon. Following reasonable original grading of the ways and roads 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 proper road drainage. Any enclosing of drainage waters in culverts or drains or re-routing thereof across any lot as may be undertaken by or for the owner of any lot shall be done by and at the expense of such owner.

E. Any tax, fee, assessments or charges as may be levied by Del Mar Community Services.

F. EASEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF:

Grantee: Puget Sound Power & Light Company

Dated: November 14, 1967

Recorded: November 15, 1967

Auditor's No: 706957



Purpose: Electric transmission line

Affects: Exact location not disclosed on the record

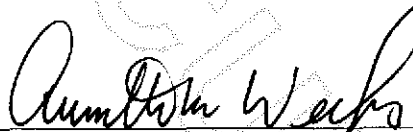
G. Reservation of an easement ingress, egress and utilities over and across the Southwesterly 50 feet of the subject property as contained in contract between George F. McCorkle, et ux, et al and Jacques Delourme, et ux, dated May 24, 1969, recorded October 18, 1970 under Auditor's File No. 775570.

H. Covenants and restrictions, affecting Parcel "B", recorded March 9, 1978 under Auditor's File No. 875125, as follows:

Grantees by acceptance hereof covenant and agree that the undivided interest herein conveyed shall not be conveyed away separately from the tract to which it is appurtenant, nor shall there be granted any easement rights across said undivided 1/3 interest to parties other than owners of properties to which undivided interests in the tract first hereinabove described are appurtenant. Grantees further covenant and agree by acceptance hereof to participate equally with the other undivided owners in the cost and expense of maintenance and upkeep of the access road.

The Property is a capital contribution by Annette M. Weeks in exchange for units in Fidalgo Properties LLC, and then shall be a capital contribution by Fidalgo Properties LLC to Grantee in exchange for units in Grantee. In lieu of two deeds (one conveying the Property from Annette M. Weeks to Fidalgo Properties LLC and then another deed conveying the Property from Fidalgo Properties LLC to the Grantee), the Property is conveyed by this deed from Annette M. Weeks directly to the Grantee.

Dated this 4<sup>th</sup> day of June, 2013.

  
Annette M. Weeks

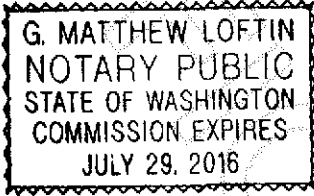
STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this 4<sup>th</sup> day of June, 2013, before me, a Notary Public in and for the State of Washington, personally appeared ANNETTE M. WEEKS, personally known to me (or



proved to me on the basis of satisfactory evidence) to be the person who executed this instrument and acknowledged it to be her free and voluntary act and deed for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



A handwritten signature in black ink, appearing to read "G. Loftin".

NOTARY PUBLIC in and for the State of Washington, residing at: Mercer Island  
My appointment expires: 07-29-2016  
Print Name: G. MATTHEW LOFTIN

