



Filed for Record at Request of
TICOR TITLE INSURANCE
 AFTER RECORDING MAIL TO:

8803280055

THIS SPACE RESERVED FOR RECORDER'S USE

JERRY MCINTURFF
 SKAGIT COUNTY AUDITOR

88 MAR 28 P3:31

RECORDED
 REQUEST

REVENUE STAMPS

4514
 SKAGIT COUNTY WASHINGTON
 Real Estate Excise Tax
 PAID

DEC 24 1987

Amount Paid \$ 1,005.00
 Ruth Wylie, Co. Treas.

By Deputy

FORM L58F (3-84)

H-116953-18

(FULFILLMENT)

Statutory Warranty Deed

THE GRANTOR **SAN JUAN-FIDALGO PROPERTIES, INC., A WASHINGTON CORPORATION**

for and in consideration of **FULFILLMENT OF REAL ESTATE CONTRACT**

in hand paid, conveys and warrants to **JACK BOLLERUD AND E. DOROTHY BOLLERUD, HUSBAND AND WIFE**

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

SEE ATTACHED "EXHIBIT A" FOR LEGAL DESCRIPTION

SUBJECT TO:

COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENT CONTAINED IN DECLARATION RECORDED NOVEMBER 13, 1987 UNDER AUDITOR'S FILE NO. 8711130042.

SEE ATTACHED "EXHIBIT B" FOR FURTHER EXCEPTIONS

SKAGIT COUNTY WASHINGTON
 Real Estate Excise Tax
 PAID

MAR 28 1988

Amount Paid \$ - 0 -
 Ruth Wylie, Co. Treas.
 Deputy

This deed is given in fulfillment of that certain real estate contract between the parties hereto, dated **DECEMBER 15, 1987**, and conditioned for the conveyance of the above described property, and the covenants of warranty herein contained shall not apply to any title, interest or encumbrance arising by, through or under the purchaser in said contract, and shall not apply to any taxes, assessments or other charges levied, assessed or becoming due subsequent to the date of said contract.

Real Estate Excise Tax was paid on this sale or stamped exempt on

Dated this **24th** day of **DECEMBER, 1987**

By **SAN JUAN-FIDALGO PROPERTIES, INC.** By **Jerry McInturff, Pres**

By **Ned C England, VP**

STATE OF WASHINGTON

COUNTY OF **SKAGIT**

On this day personally appeared before me

to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that signed the same as free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this day of 19

Notary Public in and for the State of Washington, residing at

STATE OF WASHINGTON

COUNTY OF **SKAGIT**

On this **24th** day of **DECEMBER, 1987**, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared

GEORGE F. MC CORKLE
NED ENDLAND

to me known to be the **President and Secretary**, respectively, of **SAN JUAN-FIDALGO PROPERTIES, INC.**, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that **THEY ARE** authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.
William N. Handstad
 Notary Public in and for the State of Washington,
 residing at **MOUNT VERNON**

 TICOR TITLE INSURANCE

EXHIBIT A

PARCEL A:

LOT 12 OF THE PLAT OF THE POINTE AT VISTA SAN JUAN, DIVISION NO. 1, AS PER PLAT FILED IN VOLUME 14 OF PLATS, AT PAGES 32, 33 AND 34, RECORDS OF SKAGIT COUNTY, WASHINGTON.

EXCEPT THAT PORTION OF SAID LOT 12, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 12; THENCE NORTH $50^{\circ}48'35''$ WEST ALONG THE SOUTHERLY LINE OF SAID LOT 12 A DISTANCE OF 78.15 FEET; THENCE SOUTH $79^{\circ}47'58''$ EAST A DISTANCE OF 75.37 FEET TO THE EASTERLY LINE OF SAID LOT 12; THENCE SOUTH $20^{\circ}41'08''$ WEST A DISTANCE OF 38.52 FEET TO THE POINT OF BEGINNING.

PARCEL B:

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 35 NORTH, RANGE 1 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 12 OF THE PLAT OF THE POINTE AT VISTA SAN JUAN, DIVISION NO. 1; THENCE NORTH $58^{\circ}00'17''$ WEST ALONG THE NORTHERLY LINE OF SAID LOT 12 A DISTANCE OF 43.82 FEET; THENCE SOUTH $63^{\circ}39'12''$ WEST ALONG THE NORTH-WESTERLY LINE OF SAID LOT 12 A DISTANCE OF 101.02 FEET; THENCE SOUTH $46^{\circ}00'53''$ WEST ALONG THE WESTERLY LINE OF SAID LOT 12 A DISTANCE OF 51.26 FEET TO THE SOUTHWEST CORNER OF SAID LOT 12; THENCE NORTH $57^{\circ}21'31''$ WEST A DISTANCE OF 26.45 FEET; THENCE NORTH $9^{\circ}03'12''$ WEST A DISTANCE OF 40.45 FEET; THENCE NORTH $0^{\circ}55'06''$ WEST A DISTANCE OF 101.20 FEET; THENCE NORTH $79^{\circ}09'16''$ EAST A DISTANCE OF 63.64 FEET; THENCE SOUTH $65^{\circ}03'06''$ EAST A DISTANCE OF 127.22 FEET; THENCE SOUTH $57^{\circ}07'48''$ EAST A DISTANCE OF 41.60 FEET; THENCE SOUTH $31^{\circ}59'43''$ WEST A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

8803280055

VOL 749 PAGE 277

TICOR TITLE INSURANCE

NO: II-76768

CONTINUED

EXHIBIT B

1. TERMS AND PROVISIONS OF THAT CERTAIN CONTRACT DATED JULY 19, 1962 MADE BETWEEN O. B. MC CORKLE AND ESTHER MC CORKLE, HIS 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.

2. AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO P.S.P. & L. CO., CASCADE NATURAL GAS COMPANY, NATIONWIDE CABLEVISION COMPANY AND CONTINENTAL TELEPHONE COMPANY AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS UNDER AND UPON TRACTS A, B AND C, AND THE ABOVE DESCRIBED ACCESS AND UTILITY EASEMENT SERVING THE LOTS AT THE POINTE AT VISTA SAN JUAN IN WHICH TO INSTALL, LAY, CONSTRUCT, REVIEW, OPERATE AND MAINTAIN UNDERGROUND CONDUITS, CABLES AND WIRES WITH NECESSARY FACILITIES AND OTHER EQUIPMENT FOR THE PURPOSES OF SERVING THE SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC, TELEVISION AND TELEPHONE SERVICE, TOGETHER WITH THE RIGHT TO ENTER UPON LOTS AT ALL TIMES FOR THE PURPOSES STATED.

(AFFECTS PARCEL A)

3. 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 OR LOTS WHERE WATER MIGHT TAKE A NATURAL COURSE IN THE ORIGINAL REASONABLE GRADING OF ROADS AND WAYS SHOWN HEREON, NO DRAINAGE WATERS ON ANY LOT OR LOTS SHALL BE DIVERTED OR BLOCKED FROM THEIR EXISTING COURSE SO AS TO DISCHARGE UPON ANY PUBLIC ROAD; RIGHTS 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 OWNERS OF ANY LOT, SHALL BE DONE BY AND AT THE EXPENSE OF SUCH OWNER.

(AFFECTS PARCEL A)

4. NOTES DELINEATED ON THE FACE OF SHORT PLAT NO. 19-85, AS FOLLOWS:

ALL MAINTENANCE AND CONSTRUCTION OF PRIVATE ROADS ARE THE RESPONSIBILITY OF THE LOT OWNERS AND THE RESPONSIBILITY OF MAINTENANCE SHALL BE IN DIRECT RELATIONSHIP TO USAGE OF ROAD.
SHORT PLAT NUMBER AND DATE OF APPROVAL SHALL BE INCLUDED IN ALL DEEDS AND CONTRACTS.

5. AN EASEMENT AFFECTING THE PORTION OF SAID PREMISES AND FOR THE PURPOSES STATED HEREIN, AND INCIDENTAL PURPOSES.

FUR	:	UNDERGROUND ELECTRIC SYSTEM
IN FAVOR OF	:	PUGET SOUND POWER & LIGHT COMPANY
RECORDED	:	SEPTEMBER 2, 1987
AUDITOR'S NO.	:	8709020069
AFFECTS	:	PORTION OF PARCEL B

8902280055

VOL 749 PAGE 278

EXHIBIT B CONTINUED

6. IT IS AGREED THAT AT SUCH TIME AS THE ASPHALT IS EXTENDED TO LOT 12 OF THE "POINTE" THE EXPENSE OF SUCH SHALL BE BORNE BY THE GRANTOR HEREIN. SAID ASPHALT IS PART OF THE PURCHASE PRICE; ASPHALT EXTENSION SHALL BE COMPLETED WITHIN 2 YEARS OF CLOSING OF THIS PURCHASE.
7. GRANTOR SHALL BE RESPONSIBLE FOR ANY ASSESSMENTS OUTSIDE OF THE ORIGINAL \$900.00 MEMBERSHIP FEE AND THE ANNUAL ASSESSMENT OF \$123.00, ASSESSED BY THE DEL MAR COMMUNITY ASSOCIATION PRIOR TO THE CONNECTION OF ANACORTES WATER TO THE PLAT OF THE "POINTE".
8. ALL CHARGES FOR BRINGING UNDERGROUND UTILITIES TO THE PROPERTY SHALL BE PAID BY SELLER.

8803280055

8803280055

VOL 749 PAGE 279