



200001060064

Kathy Hill, Skagit County Auditor

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AFTER RECORDING MAIL TO:

Name CURT HENEGHAN, MICHELE HENEGHAN
Address 8027 NE 114TH STREET
City, State, Zip KIRKLAND, WA 98034
B60868

Filed for Record at Request of First American Title of Skagit County

ORIGINAL Statutory Warranty Deed

FIRST AMERICAN TITLE CO.

B60868 E-1

THE GRANTOR PAUL HAGMAN and DEBBIE HAGMAN, Husband and Wife for and in consideration of Ten Dollars and other valuable consideration in hand paid, conveys and warrants to CURT HENEGHAN and MICHELE HENEGHAN, Husband and Wife the following described real estate, situated in the County of Skagit, State of Washington:

Lot 4 of Skagit County Short Plat No. 99-0007, approved September 15, 1999, recorded September 15, 1999, under Skagit County Auditor's File No. 199909150089, being a portion of the West 1/2 of the East 1/2 of Section 4, township 33 North, Range 4 East W.M., Skagit County, Washington.

TOGETHER WITH and SUBJECT TO a non-exclusive easement for ingress, egress and utilities as delineated on the face of said Short Plat as Cascade View Drive.

Subject to:

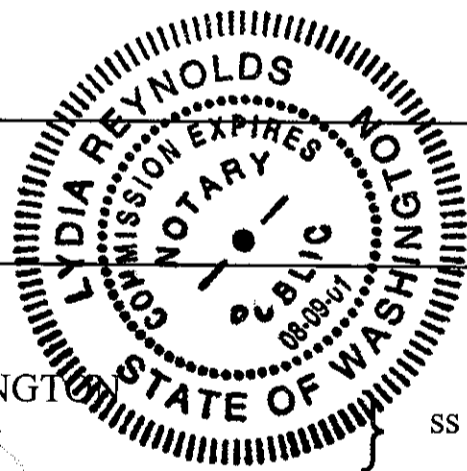
Paragraphs A through J inclusive, Schedule B-1 of First American Title Company's Preliminary Commitment for Title Insurance No. 60868. Full 2000 Property Taxes.

Also Subject to: See Exhibit "A" attached hereto and made a part hereof.

ABREVIATED LEGAL: Section 4, township 33, Range 4; Ptn. E 1/2; aka Lot 4, SP #99-0007

Assessor's Property Tax Parcel Account Number(s): 330404-1-002-1100, R115753

Dated this 3rd day of January, 2000.



Paul Hagman
PAUL HAGMAN
Debbie Hagman
DEBBIE HAGMAN

STATE OF WASHINGTON
COUNTY OF Skagit } SS

I certify that I know or have satisfactory evidence that PAUL HAGMAN and DEBBIE HAGMAN are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 1-3-2000

33298
SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax

JAN 06 2000

Amount Paid \$ 2,524.50
Skagit Co. Treasurer
By *DC* Deputy

Lydia Reynolds
Lydia Reynolds
Notary Public in and for the State of Washington
Residing at Mount Vernon
My appointment expires: August 9, 2001

Exhibit "A"

1. **Completion of Improvements.** On or before January 5, 2001, Seller shall at Seller's sole cost and expense construct and complete the following improvements to and associated with the Land described in the Agreement (collectively, the "Improvements"):

1.1 The existing easement roadway which provides access to the Land shall be paved to the point of intersection with the boundary of the Land. Buyer shall be entitled to connect its driveway access to the Land to such paved roadway. Buyer and Seller shall cooperate to coordinate completion of such roadway and installation of Buyer's driveway to the extent reasonably practicable, which cooperation may include hiring the same contractor to perform the road and driveway work.

1.2 Seller shall install a drainage ditch adjacent to the proposed easement roadway area, which ditch shall span the entire eastern boundary of the Land. The ditch shall connect with the existing ditch on the easement roadway, and shall generally conform to the July 22, 1999 drawing and specifications entitled "Water Line Design," which were prepared on behalf of Seller.

All of such Improvements shall be completed in a workmanlike, professional manner. In the event any of such Improvements are not completed by January 5, 2001, Buyer may (but shall not be obligated to) either (i) withhold the January 5, 2001 payment under the Promissory Note (defined in the Agreement) until such time as the work has been completed, in which event no interest shall accrue on the amount of the payment during the period during which it is held; or (ii) complete the Improvements itself and deduct the cost thereof from the January 5, 2001 payment due under such Promissory Note.

2. **Drainage Easement.** The parties acknowledge and agree that the Mitigated Determination of Non-Significance relating to the Land limits concentration of surface water to the deep slope lying west of the Land. In the event Buyer is required, or determines that it is advisable, to install a drain line or drainage facility across Lot 1 (defined below) to channel surface water from the Land, Seller shall permit such installation. In order to facilitate that installation, Seller shall and hereby agrees to grant to Buyer a permanent, non-exclusive easement across such Lot 1, to permit installation and maintenance of such drainage facility. The easement area shall not be greater than ten (10) feet in width, and shall traverse that portion of Lot 1 lying directly west of the Land, from the boundary of the Land to the existing drainage facility adjacent to Cascade Ridge Drive. The easement document shall contain such commercially reasonable terms as typically found in similar documents affecting property in the vicinity of the Land. As used herein, the term "Lot 1" refers to:

Lot 1 of Short Plat No. 99-007, recorded under Auditor's File No. 1999909150089, being a portion of the West half of the East half of Section 4, Township 33 N, Range 4 E., W.M., located in Skagit County, Washington.



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