



200012070054
Skagit County Auditor

12/7/2000 Page 1 of 4 3:41:47PM

AFTER RECORDING MAIL TO:

Name CITY OF MOUNT VERNON,
Address PO Box 809
City, State, Zip Mount Vernon, WA 98273
00063523

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

Statutory Warranty Deed

FIRST AMERICAN TITLE CO.

63523 E

THE GRANTOR GENE O. HIGGINS and CAROLYN J. HIGGINS, Husband and Wife for and in consideration of Ten Dollars and other valuable consideration in hand paid, conveys and warrants to CITY OF MOUNT VERNON, a municipal corporation the following described real estate, situated in the County of Skagit, State of Washington:

SEE ATTACHED EXHIBIT A FOR LEGAL DESCRIPTION MADE A PART HEREOF BY THIS REFERENCE.

ABREVIATED LEGAL: Section 21, Township 34, Range 4; Ptn. SW - NE

SUBJECT TO PARAGRAPHS A AND B OF SCHEDULE B-1 OF FIRST AMERICAN TITLE COMPANY'S PRELIMINARY COMMITMENT NO. 01-63523.

38512
SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

Dec 7, 2000

Amount Paid \$ 0
Skagit County Treasurer
By: DC Deputy

Assessor's Property Tax Parcel Account Number(s): 340421-1-001-0081 R27079

Dated December 7, 2000.

Gene O. Higgins

GENE O. HIGGINS
Carolyn J. Higgins

CAROLYN J. HIGGINS

STATE OF WASHINGTON }
COUNTY OF SKAGIT } SS

I certify that I know or have satisfactory evidence that GENE O. HIGGINS and CAROLYN J. HIGGINS 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: Dec. 7, 2000

Kim M. Kerr

Notary Public in and for the State of Washington
Residing at Mt. Vernon
My appointment expires: 12/15/2001

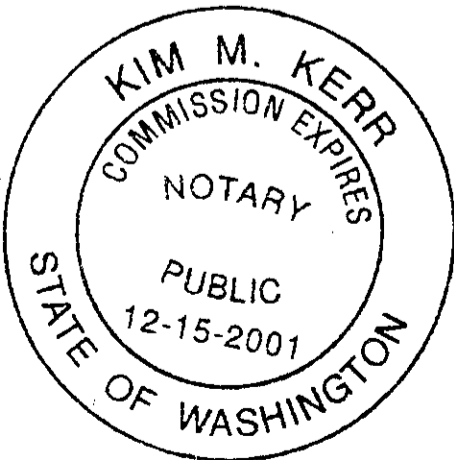


EXHIBIT A

The Southwest 1/4 of the Northeast 1/4 of Section 21, Township 34 North, Range 4 East, W.M.; EXCEPT the West 350 feet thereof; AND ALSO EXCEPT the South 30 feet thereof for Division Street; AND ALSO EXCEPT the two following described Tracts:

Exception TRACT "A"

Beginning at the Northeast corner of the Southwest 1/4 of the Northeast 1/4 of Section 21, Township 34 North, Range 4 East, W.M.; thence North 88 degrees 28'56" West along the North line of said Southwest 1/4 of the Northeast 1/4 for a distance of 25.00 feet; thence South 1 degree 14'53" West, parallel with the East line of said Southwest 1/4 of the Northeast 1/4 to the South line of said subdivision; thence East 25 feet, more or less, to the Southeast corner of said subdivision; thence North along the East line of said subdivision to the point of beginning.

Read and Approved:



Scott Thomas, City Attorney

Exception TRACT "B"

The South 540 feet of the East 325 feet of the Southwest 1/4 of the Northeast 1/4 of said Section 21; EXCEPT the South 30 feet thereof for County Road; ALSO EXCEPT that portion thereof lying within Exception Tract "A" described hereinabove.




It is the understanding of the parties hereto that a portion of the Real Property conveyed herein to Buyer, which portion is described below will be reconveyed to a third party. The parties further understand that the property described below will be developed through the construction of residences. Buyer hereby covenants that Buyer shall at it's sole cost and expense shall install a six foot (6'0") high chain link fence with green slats along that property line described below before residential structures shall be allowed to be built or constructed on that portion of the Real Property described below. It is the intent of the parties that this covenant shall run with the land, and shall be construed as a covenant real.

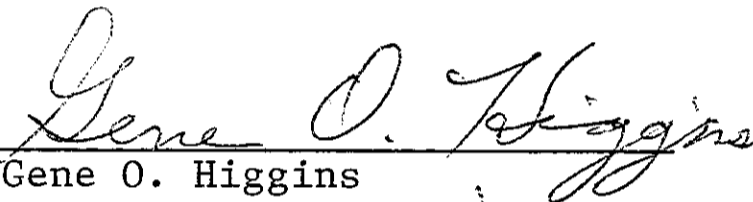
That portion of the Southwest 1/4 of the Northeast 1/4 of Section 21, Township 34 North, Range 4 East, W.M. described as follows:

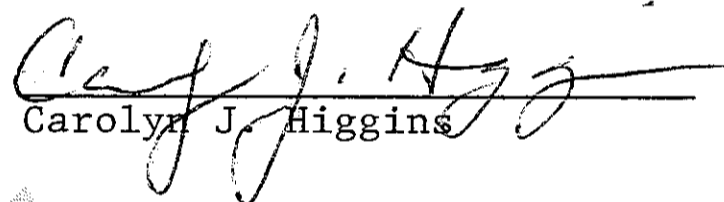
Beginning at a point on the South line of said subdivision which is 350 feet East of the Southwest corner thereof, said point being the Southwest corner of the property conveyed by this deed; Thence North 495 feet along the West line of the property conveyed herein; thence Southeasterly to a point 170 feet East and 225 North of the point of beginning; thence Southeasterly to a point on the South line of the Northeast quarter of Section 21, Township 34 North, Range 4 East of W.M., that is 225 feet East of point of beginning; thence West 225 along said South line to the point of beginning.

Except the South 30 feet thereof for County Road.

Read and Approved:


Scott Thomas, City Attorney


Gene O. Higgins


Carolyn J. Higgins




The Sellers herein retain an easement over that portion of the Real Property described below for the purpose of installing and maintaining storm water and sanitary sewer lines, and appurtenances. In the alternative to the foregoing, and at Seller's discretion, Buyer shall grant an easement to Seller for installation of storm and sanitary sewer lines in place of the easement described herein, provided that such alternate easement, in the reasonable discretion of the Buyer, does not preclude the Buyer from siting a library, recreational facility, or similar facility on the Real Property, it being the intent of the parties to allow Seller most convenient route for the installation of such utilities. In the event such alternative easement is granted by Buyer, the parties shall comply with all requirements of RCW 64.04.020, Sellers shall release any easements over property described below that is no longer necessary for installation or continued maintenance of storm or sanitary sewer lines.

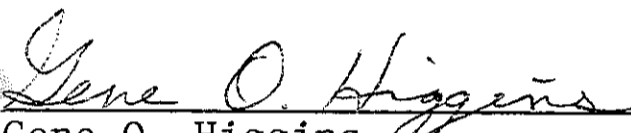
The East 15 feet, and the East 633 feet of the North 15 feet, and the East 15 feet of the West 315 feet of the North 180 feet, and the South 15 feet of the North 180 feet of the West 315 feet of the property conveyed herein.

It is the intent of the parties that the Buyer shall accommodate a quantity of stormwater resulting from the development of that Real Property described as Exception Tract B herein. Buyer hereby covenants, which covenant shall be recited in the warranty deed by which Buyer takes title to the Real Property, that Buyer shall at it's sole cost and expense, provide capacity to retain .75 acre/feet of stormwater resulting from the development of residential structures on that property described as Exception Tract B herein. It is the intent of the parties that this covenant shall run with the land, and shall be construed as a covenant real.

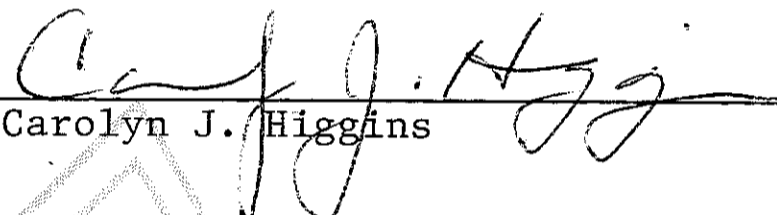
Read and Approved by:



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