


AFTER RECORDING MAIL TO:
Timothy J. Ackermann
17732 W. Big Lake Blvd.
Mount Vernon, WA 98274


200204240067
Skagit County Auditor
4/24/2002 Page 1 of 7 11:43AM

Filed for Record at Request of
Land Title Company of Skagit County
Escrow Number: S-100730-E
LAND TITLE COMPANY OF SKAGIT COUNTY

Statutory Warranty Deed

Grantor(s): Edward P. Wardell, Gail Ann Lewis-Wardell
Grantee(s): Timothy J. Ackermann, Sienne L. Ackermann
Abbreviated Legal: Lot 2, Merimbula, records of Skagit County, WA
Additional legal(s) on page: 4784-000-002-0000/P118543
Assessor's Tax Parcel Number(s): 3882-000-022-0001/P64411

THE GRANTOR EDWARD P. WARDELL and GAIL ANN LEWIS-WARDELL, husband and wife
for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION
in hand paid, conveys and warrants to TIMOTHY J. ACKERMANN and SIENNE L. ACKERMANN,
husband and wife
the following described real estate, situated in the County of Skagit, State of Washington:
See Attached Exhibit A

Subject to: Schedule "B-1" attached hereto and made a part thereof.

#1751
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Dated this 22nd day of April, 2002

By Edward P. Wardell
Edward P. Wardell

By _____ APR 24 2002

By Gail Ann Lewis-Wardell
Gail Ann Lewis-Wardell

Amount Paid \$ 765.00
By [Signature] Skagit Co. Treasurer
Deputy

STATE OF WASHINGTON }
County of Skagit } SS:

I certify that I know or have satisfactory evidence that Edward P. Wardell and Gail Ann Lewis-Wardell is the person s who appeared before me, and said person s acknowledged that they signed this instrument and acknowledged it to be they free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: April 23, 2002

[Signature]
Carrie Huffer
Notary Public in and for the State of WASHINGTON
Residing at Burlington
My appointment expires: 12/31/2003



Exhibit A

Lot 2, PLAT OF MERIMBULA, as per plat recorded October 30, 2001, under Auditor's File No. 200110300048, records of Skagit County, Washington.

TOGETHER WITH a non-exclusive easement for access and utilities over, under, across and through "Cooma Place", as shown on the face of the plat, and

TOGETHER WITH a non-exclusive easement for access and utilities over, under across and through a strip of land 20 feet in width over portions of Lots 3 and 4 of said PLAT OF MERIMBULA, as shown on the face of the plat.

Situate in the County of Skagit, State of Washington

GLW E.P.W



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Skagit County Auditor

EXCEPTIONS:

A. AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

Between: Edward P. Wardell
 And: Skagit County Sewer District No. 2
 Dated: September 7, 2000
 Recorded: September 28, 2000
 Auditor's No.: 200009280051
 Regarding: Developer Extension Agreement

B. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Grantee: Puget Sound Energy, Inc., a Washington Corporation
 Purpose: Right to construct, operate, maintain, repair, replace, improve, remove, enlarge, and use the easement area for one or more utility systems for purposes of transmission, distribution and sale of electricity.

Area Affected:

Easement No. 1: All streets and road rights-of-way, access and utility easements as now or hereafter designed, platted, and/or constructed within the above described property. (When said streets and road are dedicated to the public, this clause shall become null and void.)
Easement No. 2: A strip of land 10 feet in width across all lots, tracts and open spaces located within the above described property being parallel to and coincident with the boundaries of all private/public street and road rights-of-way.
Easement No. 3: All areas located within a 10 (ten) feet perimeter of the exterior surface of all ground mounted vaults and transformers.
Easement No. 4: No vehicular access, parking or driven surfaces shall be located within a 5 (five) foot perimeter of all of Grantees' ground mounted or semi-buried vaults, pedestals, transformers and/or handholes.

Dated: July 3, 2001
 Recorded: July 11, 2001
 Auditor's No.: 200107110188

C. NON-EXCLUSIVE EASEMENT AND MAINTENANCE DECLARATION AND THE TERMS AND CONDITIONS THEREOF:

Grantee: Edward P. Wardell & Gail Ann Lewis-Wardell
 Purpose: Non-exclusive easement and maintenance declaration
 Area Affected: Cooma Place, as shown on the face of the plat
 Dated: September 18, 2001
 Recorded: September 21, 2001
 Auditor's No.: 200109210022

E.P.W
GL-W

- Continued -



EXCEPTIONS CONTINUED:

D. SIDE SEWER EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Between: Edward P. Wardell, owner of Lot 2
And: Edward P. Wardell, owner of Lot 3
Purpose: Side sewer easement

As follows:

1st - There shall be an easement six (6) feet wide for side sewer along the line of said side sewer as constructed for the use and benefit of said properties.

2nd - The cost of maintenance, repair or reconstruction of that portion of the sewer used in common shall be borne in equal shares, except that the owners of any lower parcel shall not be responsible for the part of the sewer above their connection; and when necessary to repair, clean or reconstruct the sewer the parties to this agreement shall have a right of entry for that purposes.

3rd - This agreement shall be a covenant running with the land and shall be binding upon all parties and their heirs and assigns forever.

Dated: November 9, 2001
Recorded: December 17, 2001
Auditor's No.: 200112170145

E. SIDE SEWER EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Between: Edward P. Wardell, owner of Lot 2
And: Nels Johnson, owner of Lot 26 and that portion of Lot 25, lying Northeasterly of Northeasterly line of Lot 24, project Southeasterly, all in the "PLAT OF CHEASTYS BIG LAKE"
Purpose: Side sewer easement

As follows:

1st - There shall be an easement six (6) feet wide for side sewer along the line of said side sewer as constructed for the use and benefit of said properties.

2nd - The cost of maintenance, repair or reconstruction of that portion of the sewer used in common shall be borne in equal shares, except that the owners of any lower parcel shall not be responsible for the part of the sewer above their connection; and when necessary to repair, clean or reconstruct the sewer the parties to this agreement shall have a right of entry for that purpose.

3rd - This agreement shall be a covenant running with the land and shall be binding upon all parties and their heirs and assigns forever.

Dated: December 11, 2001
Recorded: December 17, 2001
Auditor's No.: 200112170146

CLW EDW

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EXCEPTIONS CONTINUED:

F. NOTES CONTAINED ON THE FACE OF THIS PLAT, AS FOLLOWS:

1. Basis-of-bearings - Assumed S89°59'08"E on the South line of the Northeast ¼ of Section 36;
2. Zoning / Comprehensive Plan Designation - Residential / Urban Growth;
3. Sewer - Skagit County Sewer District #2.
4. This survey was accomplished by Field Traverse Using: 2 Second Digital Electronic Total Station, and meets or exceeds the standards contained in WAC 332-130-090.
5. No building permit shall be issued for any residential and/or commercial structures which are not, at the time of application, determined to be within an official designated boundary of a Skagit County Fire District.
6. Change in location of access, may necessitate a change of address, contact Skagit County Planning and Permit Center.
7. Water - P.U.D. No. 1 of Skagit County.
8. This property may also be encumbered by easements, reservations, or restrictions contained in documents filed in A.F. Nos. 200009280051 and 200105150119.
9. Future property owners need to be aware that building permit approval is contingent upon compliance with SCC 14-06-330(2) (14.24.350). Compliance with infiltration mitigation has been provided for the project and incorporated into the drainage plan.
10. All maintenance and construction of roads is the responsibility of the Homeowners Association with the lot owners as members. See Road Maintenance Agreement filed in AF #200109210022.
11. Plat name and date of approval shall be included in all deeds and contracts.
12. Optional - The front setback line for Lot 1 and 2 will be the common property line between the two lots.
13. Cooma Place is a private road, as provided in Variance No. PL01-0462, approved September 14, 2001.

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EXCEPTIONS CONTINUED:

G. UTILITY EASEMENT CONTAINED ON THE FACE OF THIS PLAT, AS FOLLOWS:

An easement is hereby reserved for and granted to the following: Public Utility District No. 1 of Skagit County, Skagit County Sewer District #2, Puget Sound Energy, Cascade Natural Gas, Verizon, Cedar Communications and their respective successors and assigns, under and upon Cooma Place, and the exterior ten (10) feet of all lots, tracts and spaces within the subdivision lying parallel with and adjoining Cooma Place in which to construct, operate, maintain, repair, replace and enlarge underground pipes, conduits, cables, wires and all necessary or convenient underground or ground mounted appurtenances thereto for the purpose of serving this subdivision and other property with sewer, water, electricity, gas telephone service, television cable service and other utility services together with the right to enter upon said Cooma Place, all lots, tracts and spaces at all times for the purposes herein stated.

H. DEDICATION PROVISION CONTAINED ON THE FACE OF THIS PLAT, AS FOLLOWS:

Know all men by these presents that Edward P. Wardell and Gail Lewis-Wardell, h/w, and Peoples Bank do hereby declare this plat and dedicate to the public forever all roads and ways. Except private and corporate roads shown hereon with the rights to make all necessary slopes for cuts and fills and the right to continue to drain said roads and ways course, in the original reasonable grading of roads and ways shown hereon. Following original reasonable grading of roads and ways 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 road drainage. Any enclosing of drainage waters in culverts or drains or rerouting shall be done by and at the expense of such owner.

Cooma Place, shown hereon as corporate road, Tract B, is to be held in individual ownership by the owners of the lots served by the corporate road. The cost of construction and maintaining all roads not herein dedicated as County roads and all access roads to the plat, unless the same are dedicated as County roads, shall be the obligation of all of the owners of the lots in the plat and/or of any additional plats that may be served by said roads, streets, and/or alleys, and that the obligation to maintain shall be concurrently the obligation of any corporation in whom title of said roads, streets, and/or alleys be held. In the event that the owners of any of these lots or the corporate owners of any of the roads, streets, and/or alleys of this or any additional plats served by these roads, streets, and/or alleys shall petition the Board of County Commissioners to include these roads, streets and/or alleys in the road system, said petitioner shall be obligated to bring the same to the County Road Standards in all respects prior to acceptance by the County.

GL-W E.P.W.

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Schedule "B-1"

S-100730-E

EXCEPTIONS CONTINUED:

I. EASEMENT AND TERMS AND CONDITIONS THEREOF:

Disclosed By: Plat of said addition
Purpose: Sanitary sewer and natural gas
Area Affected: Northerly 8 feet

J. EASEMENT AND TERMS AND CONDITIONS THEREOF:

Disclosed By: Plat of said addition
Purpose: Sanitary sewer and natural gas
Area Affected: 10 foot strip as shown

K. EASEMENT AND TERMS AND CONDITIONS THEREOF:

Disclosed By: Plat of said addition
Purpose: Access and utilities
Area Affected: 10 foot strip in Northeasterly corner

GL-W E.P.W

LTC-SC-2



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