

AFTER RECORDING MAIL TO:  
Glenn W. Kensmoe  
23243 State Route 9  
Mount Vernon, WA 98273



200301100197  
Skagit County Auditor  
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Filed for Record at Request of  
Land Title Company Of Skagit County  
Escrow Number: 103974-PE

LAND TITLE COMPANY OF SKAGIT COUNTY

**Statutory Warranty Deed**

Grantor(s): Bescal Properties  
Grantee(s): Glenn W. Kensmoe  
Abbreviated Legal  
Unit 1, "ROOSEVELT BUSINESS CENTER,  
Assessor's Tax Parcel Number(s): 4642-000-001-0000/p106641, P106641

THE GRANTOR JAMES SCOTT, COLONEL BETZ and THOMAS ALLEN, doing business as BESCAL, also shown of record as BESCAL PROPERTIES, a Washington General Partnership for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to Glenn W. Kensmoe, a married man the following described real estate, situated in the County of Skagit, State of Washington. \*as his separate property  
Unit 1, "ROOSEVELT BUSINESS CENTER, A CONDOMINIUM," according to the Condominium Plan and Survey Map delineating said unit, recorded in Volume 16 of Plats, pages 15 & 16, under Auditor's File No. 9501170107.

TOGETHER WITH an undivided 11.2% interest is the Common Elements and Facilities appertaining to said unit, and including therein Limited Common Elements and Facilities so appertaining, according to the Condominium Declarations recorded under Auditor's File No. 9501170108.

INCLUDING THEREWITH Uncovered Parking Space Nos. 8 & 9 as shown on Exhibit C, page 1 of said Declaration and as defined in Sections 7.1.1, 7.2 and 7.3 of said Declaration.

Situate in the City of Mount Vernon, County of Skagit, State of Washington.  
Subject to: Schedule "B-1" attached hereto and made a part thereof.  
Dated January 8, 2003

Bescal Properties

Thomas Allen, General Partner

James Scott, General Partner  
  
Colonel Betz, General Partner

STATE OF Washington }  
County of Skagit } SS:

I certify that I know or have satisfactory evidence James Scott, Colonel Betz & Thomas Allen are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated They authorized to execute the instrument and is Managing Partners of Bescal Properties to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: January 10<sup>th</sup> 2003

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

#154  
SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX  
JAN 10 2003  
Amount Paid \$ 2047.00  
By Skagit Co. Treasurer  
Deputy

EXCEPTIONS:

A. COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENT CONTAINED IN DECLARATION OF PROTECTIVE RESTRICTIONS AND EASEMENT, AS HERETO ATTACHED.

Declaration Dated: March 23, 1977
Recorded: May 19, 1978
Auditor's No.: 879820
Executed By: Parker J. Buck and Ruby A. Potter

ABOVE COVENANTS, CONDITIONS AND RESTRICTIONS WERE AMENDED AS HERETO ATTACHED.

Declaration Dated: January 16, 1981
Recorded: January 20, 1981
Auditor's No.: 8101200041
Executed By: Parker J. Buck, President of Patti Corporation

ABOVE COVENANTS, CONDITIONS AND RESTRICTIONS WERE AMENDED AS HERETO ATTACHED.

Declaration Dated: January 31, 1985
Recorded: January 31, 1985
Auditor's No.: 8501310044
Executed By: Parker Business Center Association

ABOVE COVENANTS, CONDITIONS AND RESTRICTIONS WERE AMENDED AS HERETO ATTACHED.

Declaration Dated: August 16, 1988
Recorded: August 23, 1988
Auditor's No.: 8808230079
Executed By: College Way Village Association

B. Rights of the public and obligations contained in the Dedication of said Plat:

"...the right to make all necessary slopes for cuts and fills, and the right to continue to drain said roads over and across any lot or lots where water might take a natural course, in the original grading of the roads shown hereon.

The obligation for the cost of removal of snow from, and the maintaining of all private roads within the plat, will be the responsibility of the plat owners.

If the plat owners petition the City of Mount Vernon to include the private roads herein, in the City street system, it is understood that said plat owners shall fully develop the road system to the City street standards of the City of Mount Vernon, and all construction shall be free of liens, costs and other obligations. Acceptance of the streets shall be at the exclusive option of the City of Mount Vernon.

- Continued -



## EXCEPTIONS CONTINUED:

## B. (Continued):

Following original reasonable grading of roads hereon, no drainage waters on any lot or lots shall be diverted or blocked from their natural courses 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."

## C. Special provisions contained on the face of said Plat:

"1. Private roadways. All those streets or roadways shown hereon, other than Roosevelt Avenue and that portion of College Way being dedicated as a public highway (lying within the North forty (40) feet of the Northwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of said Section 17), shall remain private streets or roadways, EXCEPT the Leigh Way from Roosevelt Avenue to William Way and William Way from Ninth Street to Buck Way may be abandoned or vacated as private roadways should the owners of Tracts 69 through 94, inclusive, of the plat of Parker Business Center decide to develop larger uninterrupted properties than are presently shown hereon. Said abandonment or vacation of said portion of Leigh Way and William Way shall be at the exclusive option of 100% of the owners of record of said Tracts 69 through 94, inclusive, by the execution and recording of a document of abandonment and vacation by the said 100% of the owners of record (which term does not include either contract sellers or mortgagees).

2. Easements. Utility easements are hereby reserved and granted to the Puget Sound Power and Light Company, Continental Telephone Company of the Northwest, Inc., Cascade Natural Gas Corporation, the Skagit County Public Utility District No. 1 and Nationwide Cablevision Inc. under, over and across all those private streets or roadways as shown hereon in the Northwest  $\square$  of the Southeast  $\square$  of said Section 17.

Utility easements are also hereby reserved and granted to said utilities under, over and across Leigh Way and William Way in the South  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of said Section 17, SUBJECT TO the abandonment or vacation conditions cited in Paragraph (1.), Private Roadways, hereinabove. In addition, utility easements shall be granted in accordance with Subparagraph A4 of Section III,

General Provisions, of the Protective Covenants and Restrictions of the plat of the Parker Business Center. Said easements shall permit the utilities to install, lay, construct, renew, operate and maintain underground conduits, cables and wires with necessary facilities and other equipment, for the purpose of serving the subdivision and other property with electric, telephone, gas, water and television service, together with the right to enter upon the lots at all times for the purposes stated.

3. Unlicensed Vehicles. That portion of Roosevelt Avenue, lying within the Northwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of said Section 17, is hereby dedicated as a public highway SUBJECT TO the rights of the owners of the land within this plat of Parker Business Center to operate unlicensed vehicles over, across and upon said Roosevelt Avenue for a period of five (5) years subsequent to the date of recording of said plat."

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EXCEPTIONS CONTINUED:

D. WATER DEVELOPMENT AGREEMENT, INCLUDING TERMS AND CONDITIONS THEREOF:

Between: Skagit County Public Utility District No. 1  
 And: Parker Buck, developer of "Parker Business Center"  
 Dated: January 14, 1983  
 Recorded: March 8, 1983  
 Auditor's No.: 8303080002

E. STANDARD PARTICIPATION CONTRACT, INCLUDING TERMS AND CONDITIONS THEREOF:

Between: City of Mount Vernon, a municipal corporation  
 And: Bescal Properties, a Washington Corporation  
 Dated: August 28, 1994  
 Recorded: August 30, 1994  
 Auditor's No: 9408300084  
 Providing: Right to connect subject property to City sewer

F. Regulations and requirements provided for in that certain "Declaration" dated January 12, 1995, recorded January 17, 1995, under Skagit County Recording No. 9501170108, including, but not limited to, assessments levied by the homeowners' association.

Regulations and requirements of Chapter 64.32 of Revised Code of Washington, designated as the "Horizontal Property Regimes Act (Condominiums) and amendments thereto, other than those pertaining to the actual valid creation of the condominium itself, which the Company does insure now exists.

G. EASEMENT AND TERMS AND CONDITIONS THEREOF:

Disclosed By: Plat of said addition  
 Purpose: Sewer, gas, telephone and catch basins  
 Area Affected: As shown on survey map affecting common areas



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