After Recording, Return To:

Name:

Josan Sales Corporation 12503 23rd Ave. SE.

Address:

Everett, WA 98208

Escrow No.

20030368



6/4/2003 Page

1 of

4 11:38AM

Abbreviated Legal Description:

Full Legal Description:

Property Tax Parcel No: #8013-000-004-0000

CHICAGO TITLE CO. C26752

STATUTORY WARRANTY DEED

THE GRANTOR, Olson Family Group LLC, a Washington limited liability company, for and in consideration of TEN DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, in hand paid, conveys and warrants to Josan Sales Corporation, a Washington corporation, GRANTEE(S), the following described real estate, situated in the County of Skagit, State of Washington:

LOT 4, FRED MEYER RETAIL STORE BINDING SITE PLAN, APPROVED DECEMBER 29, 1993 AND RECORDED JANUARY 10, 1994 IN VOLUME 11 OF SHORT PLATS, PAGES 41 THROUGH UNDER AUDITOR'S FILE NO. 9401100038, RECORDS OF SKAGIT COUNTY, WASHINGTON; BEING A PORTION OF THE SW 1/4 OF THE NW 1/4 OF SECTION 5, TWN. 34 NORTH, RANGE 4 EAST OF THE W.M. SITUATED IN SKAGIT COUNTY, WASHINGTON.

SUBJECT TO: Rights, Reservations, Restrictions, Agreements, Covenants and/or Easements, including without limitation, those set forth on Exhibit "A", which are attached hereto and incorporated herein by this reference as though fully set forth.

DATE: June 2, 2003	A 723 KAGIT COUNTY WASHINGTON REAL ESTATE EXCISE TAX
Olson Family Group LLC	JUN-0 4 2003
BY: Surf Clark	Amount Paid \$ /7,800.00 Skagit Co. Treasurer
BY All	Skagit Co. Treasurer By Deputy
STATE OF WASHINGTON)) SS	The second secon
COUNTY OF KING)	
I certify that I have satisfactory evidence the	peared before me, and said person(s) acknowledged
that he/she signed this instrument, on oath stated that they are author	ized to execute the instrument and acknowledged it
as the Managers of Olson Family Group LLC to be the free and vo	luntary act of such party for the uses and purposes
mentioned in this instrument.	entrantia de la companya de la comp
Given under my hand and official seal this 2 nd day of June, 2003.	

Karen Reuland NOTARY PUBLIC in and for the State of Washington. Residing at: Woodinville Commission Expires: 04/29/04

Francischenlan

SCHEDULE B-001

Easement, including the terms and conditions thereof, granted by instrument

Recorded:

June 24, 1993

Auditor's No.:

9306240132, records of Skagit County, WA

In favor of:

Puget Sound Power and Light Company

For:

Electric transmission and/or distribution line, together

with necessary appurtenances

Affects:

The West 25 feet of said premises

Easement delineated on the amended plat of Fred Meyer Retail Store Binding 3. Site Plan

Telephone and Cable For:

Affects: North and South 10 feet of said premises

Easement delineated on the face of said Fred Meyer Retail Store Binding Site 4. Plan

Underground power line For:

Affects: West portion of said premises

Easement delineated on the face of said Fred Meyer Retail Store Binding Site 5. Plan

Storm drain and catch basins For:

Affects: Southerly and Easterly portion of said premises

Easement delineated on the face of said Fred Meyer Retail Store Binding Site 6. Plan

For: Sanitary sewer

Affects: Southwest portion of said premises

continued.....

Skagit County Auditor 6/4/2003 Page

2 of

4 11:38AM

Order No.:

C26752

SCHEDULE B-001 Page 2

7. Easement provisions contained on the face of said plat, as follows:

Easements are granted to Public Utility WATER PIPELINE EASEMENT. District No. 1 of Skagit County, Washington, a municipal corporation, its successors or assigns, the perpetual right, privilege, and authority enabling the RUD to do all things necessary or proper in the construction and maintenance of a water line, lines or related facilities, including the right to construct, operate, maintain, inspect, improve, remove, restore, alter, replace, relocate, connect to and locate at any time a pipe or pipes, line or lines or related facilities, along with necessary appurtenances for the transportation of water over, across, along, in and under the lands as shown on this plat together with the right of ingress to and egress from said lands across adjacent lands of the grantor. Also, the right to cut and/or trim all brush, timber, trees or other growth standing or growing upon the lands of the grantor which, in the opinion of the district, constitutes a menace or danger to said line or to persons or property by reason of proximity to the line. The grantor agrees that title to all timber, brush, trees, other vegetation or debris trimmed, cut, and removed from vegetation or debris trimmed, cut, and removed from the easement pursuant to this agreement is vested in the district. Grantor, its heirs, successors, or assigns hereby conveys and agrees not to construct or permit to be constructed structures of any kind on the easement area without written approval of the general manager of the district. Grantor shall conduct its activities and all other activities on grantors property so as not to interfere with, obstruct or endanger the usefulness of any improvements of other facilities, now or hereafter maintained upon the easement or in any way interfere with, obstruct or endanger the districts use of the easement.

8. Agreement, including the terms and conditions thereof;

Recorded:

May 20, 1994

Auditor's No.: 9405200044, records of Skagit County, WA

Entered into

By: Roundup Co., a Washington corporation

And between: NSW Burlington, Inc., a Washington corporation

Providing:

Memorandum of supplemental agreement

continued.....

200306040067 Skagit County Auditor

6/4/2003 Page

3 of

411:38AM

SCHEDULE B-001 Page 3

Covenants, restrictions, options, and easements, BUT OMITTING ANY COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the Unites States Code or (b) relates to handicap but does not discriminate against handicap persons.

Recorded:

September 10, 1993

Auditor's No.: 9309100062, records of Skagit County, WA Executed by: Roundup Co., a Washington corporation

AMENDED by instrument

Recorded: October 16, 1996

Auditor's No.: 9610160077, records of Skagit County, WA

Assessments or charges and liability to further assessments 10. or charges, including the terms, covenants, and provisions thereof, disclosed in instrument

Recorded:

September 10, 1993

Auditor's No.: 9309100062, records of Skagit County, WA Roundup Co., a Washington corporation Imposed by:

AMENDED by instrument

Recorded:

October 16, 1996

Auditor's No.: 9610160077, records of Skagit County, WA

- END OF SCHEDULE B-001 -



6/4/2003 Page

4 of

411:38AM