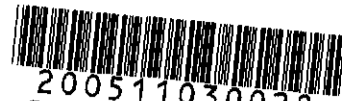


AFTER RECORDING MAIL TO:

Michael T. Johnson
Annette Everlove
305 N. Sierra Vista Drive
Tuscon, AZ 85719



200511030028
Skagit County Auditor

11/3/2005 Page 1 of 5 9:08AM

Filed for Record at Request of
Land Title Company of Skagit
Escrow Number: 118765-SE

LAND TITLE OF SKAGIT COUNTY

Statutory Warranty Deed

Grantor(s): Teodor A. Rempel and Doris C. Rempel
Grantee(s): Michael T. Johnson and Annette Everlove
Abbreviated Legal: Ptn Gov. Lot 2, 26036-2 E W.M.
Additional legal(s) on page: 2
Assessor's Tax Parcel Number(s): 360226-0-004-0002, P47092, 360226-0-004-0119, P47094 IOP
New Tax Parcel Numbe(s): 360226-4-004-0100, P123400, 360226-4-004-0000, P123399 IOP

THE GRANTOR TEODOR A. REMPEL and DORIS C. REMPEL, husband and wife for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to MICHAEL T. JOHNSON and ANNETTE EVERLOVE, husband and wife the following described real estate, situated in the County of Skagit, State of Washington

SEE ATTACHED EXHIBIT "A" HERETO FOR LEGAL DESCRIPTION

Subject to all covenants, conditions, restrictions, reservations, agreements and easements of record including, but not limited to, those shown on Schedule "B-1" of Land Title Company's Preliminary Commitment No. 118765-SE and Exhibit "B" - Addendum Reciprocal Restrictive Covenants

Dated November 1, 2005

Teodor A. Rempel

Doris C. Rempel

#6173
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

NOV 03 2005

STATE OF Washington }
COUNTY OF Skagit } SS:

Amount Paid \$ 5047.00
Skagit Co. Treasurer
By Deputy

I certify that I know or have satisfactory evidence that Teodor A. Rempel and Doris C. Rempel the person(s) who appeared before me, and said person(s) acknowledged that they signed this instrument and acknowledge it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: November 2, 2005

Karen Ashley
Notary Public in and for the State of Washington
Residing at Sedro-Woolley
My appointment expires: 9/11/2006



EXHIBIT "A"

LEGAL DESCRIPTION

DESCRIPTION:

PARCEL "A":

That portion of Government Lot 2 in Section 26, Township 36 North, Range 2 East, W.M., described as follows:

Beginning at the South $\frac{1}{4}$ corner of said Section 26;
thence South $89^{\circ}44'30''$ East along the South line of Section 26, a distance of 667.05 feet to a nail in the black top marking $\frac{1}{64}$ corner;
thence North $1^{\circ}03'26''$ East, along the East line of the West $\frac{1}{2}$ of Government Lot 2, a distance of 441.61 feet to a point 250 feet Southerly of the Southerly line of the H.R. Roney Road No. 295, and 130 feet Southerly of the Southeast corner of that tract conveyed to Roland Richmond Rueb, Jr., by deed recorded May 14, 1980, under Auditor's File No. 8005140004, records of Skagit County, Washington, and the true point of beginning;
thence continue North along the East line of the West $\frac{1}{2}$ of Government Lot 2, a distance of 100 feet to the Southeast corner of a tract conveyed to David C. Moreland and Eileen K. Smith Moreland, husband and wife, by deed recorded October 22, 1990, under Auditor's File No. 9010220080, records of Skagit County, Washington;
thence South $85^{\circ}30'56''$ West along said South line of said Moreland tract, a distance of 100.55 feet, more or less, to the Southwest corner of said Moreland tract;
thence North $0^{\circ}47'39''$ East, along the West line of said Moreland tract, a distance of 180.00 feet, more or less, to the centerline of vacated H.R. Roney Road No. 295;
thence Westerly, along the centerline of vacated H.R. Roney Road No. 295, a distance of 100.00 feet;
thence South $0^{\circ}47'39''$ West, a distance of 280.00 feet, more or less, to a point South $85^{\circ}30'56''$ West of the true point of beginning;
thence North $85^{\circ}30'56''$ East, a distance of 200.55 feet, more or less, to the true point of beginning.

Situate in the County of Skagit, State of Washington.

PARCEL "B":

That portion of the West $\frac{1}{2}$ of Government Lot 2 in Section 26, Township 36 North, Range 2 East, W.M., described as follows:

The East 16 feet of the East 40 feet of the West 80 feet of the East 160 feet of the West $\frac{1}{2}$ of the following described property:

That portion of the West $\frac{1}{2}$ of said Government Lot 2, lying North of the H.R. Roney Road No. 295, EXCEPT the West 145 feet thereof.

TOGETHER WITH the East 5 feet of the North $\frac{1}{2}$ of said vacated H.R. Roney Road No. 295, adjacent thereto, which upon vacation reverted to said premises by operation of law.



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Skagit County Auditor

DESCRIPTION CONTINUED:

PARCEL "C":

That portion of Government Lot 2, Section 26, Township 36 North, Range 2 East, W.M., described as follows:

The North 5 feet of the South $\frac{1}{2}$ of vacated H.R. Roney Road No. 295 lying between the West line of Parcel "A" above described and the West line of the East 5 feet of Parcel "B" above described.

Situate in the County of Skagit, State of Washington.

PARCEL "D":

That portion of the following described tract which lies adjacent to and abuts upon Parcel "B" above described:

That portion of the following described tide land tract in front of Government Lot 2 lying Westerly of a line running North and South and intersecting the meander line of Lot 2, Section 26, Township 36 North, Range 2 East, W.M., at a point 250 feet West of the Northeast corner of the West $\frac{1}{2}$ of Lot 2, in Section 26, Township 36 North, Range 2 East, W.M., described as follows:

Beginning at a point 1 chain North of the meander corner between Sections 25 and 26;
thence North $2^{\circ}37'$ West 10.70 chains;
thence North $85^{\circ}53'$ West 26.17 chains;
thence North $2^{\circ}37'$ West 15.30 chains;
thence South $72^{\circ}49'$ West 7.95 chains;
thence South $53^{\circ}7'$ West 27.71 chains;
thence South $2^{\circ}37'$ East 11.40 chains;
thence North $87^{\circ}23'$ East 56.60 chains to the point of beginning,

EXCEPT the East 80 feet thereof,

AND EXCEPT the West 160 feet thereof.

Situate in the County of Skagit, State of Washington.



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Skagit County Auditor

EXHIBIT "B"

ADDENDUM RECIPROCAL RESTRICTIVE COVENANTS

Buyer and seller amend that certain Vacant Land Purchase and Sale Agreement, contract number 13962, to provide for the following perpetual, restrictive covenants:

1. Seller, seller's successors, purchasers, heirs and/or assigns are prohibited from subdividing the property identified as P47094 save for the property purchased/sold pursuant to this agreement (the "subject property") and a one acre parcel adjoining Halloran Road.

2A. Buyer and Seller, their successors, purchasers, heirs, and or assigns are and shall be prohibited from constructing and/or placing any structures, additions to structures, fences, vegetation, and the like on either Buyer's or Seller's property that would obstruct, hinder, or be within the line of sight of any portion of the water view or vista from any residence constructed on the subject property or the existing main residence on Seller's property, without the prior written consent of the other party.

2B. Seller, Seller's successors, purchasers, heirs, and/or assigns are and shall be further prohibited from constructing and or placing any structure, additions to structures, fences and the like on that portion of Seller's property lying between the subject property and the existing main residence on Seller's property north of the existing north face, and a line extending east therefrom to the subject property, of the existing outbuilding commonly referred to as the "barn".

3. Sellers and Buyers, their successors, purchasers, heirs and/or assigns, shall conserve the forested portions of Seller's property and the subject property for a distance of 200 feet West of Seacliff Lane, and that neither party shall harvest any tree without the prior written of the other party. The foregoing notwithstanding, trees that are hazardous or impair the health and development of the forest can be removed without the consent of the other party. Any trees that are removed must be replaced with new plantings.

Joody Atwood *Traci Rempel* 11/02/05
Seller's Signature Date

Mr. W.S. Johnson *Auti Everson* 11/2/05
Buyer's Signature Date

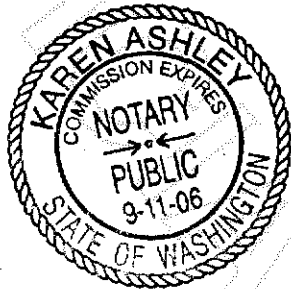


200511030028
Skagit County Auditor

State of Washington }
County of Skagit } SS:

I certify that I know or have satisfactory evidence that Michael T. Johnson and Annette Everlove the person(s) who appeared before me, and said person(s) acknowledged that they signed this instrument and acknowledge it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: November 2, 2005

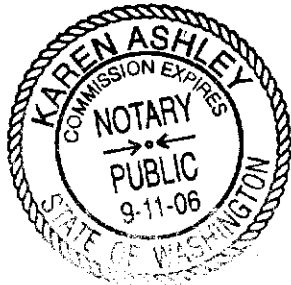


Karen Ashley
Karen Ashley
Notary Public in and for the State of Washington
Residing at: Sedro-Woolley
My appointment expires: 9/11/2006

State of Washington }
County of Skagit } SS:

I certify that I know or have satisfactory evidence that Teodor A. Rempel and Doris C. Rempel the person(s) who appeared before me, and said person(s) acknowledged that they signed this instrument and acknowledge it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: November 2, 2005



Karen Ashley
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