

When recorded return to:

Cory Zembruski, Authorized Agent
P.O. Box 789
Burlington, WA 98223

Recorded at the request of:
First American Title
File Number: 88418



200609180166
Skagit County Auditor

9/18/2006 Page 1 of 5 1:31PM

Statutory Warranty Deed

THE GRANTORS Geoffrey M. DeVries and Suzanne L. DeVries, husband and wife for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to Lake View Heights LLC, the following described real estate, situated in the County of Skagit, State of Washington

FIRST AMERICAN TITLE CO.

88418E-1

Abbreviated Legal:
Lots 4 and 5, "LAKE VIEW HEIGHTS"

Tax Parcel Number(s): 4888-000-004-0000, P124318, 4888-000-005-0000, P124319

Lots 4 and 5, "LAKE VIEW HEIGHTS", as per plat recorded April 12, 2006 under Auditor's File No. 200604120075, records of Skagit County, Washington.
SUBJECT TO: Covenants, conditions, restrictions and easements as per attached schedule B-1 and by this reference made a part here of.

Dated 7.25.06

[Signature]
Geoffrey M. DeVries

[Signature]
Suzanne L. DeVries

STATE OF Washington }
COUNTY OF Skagit } SS:

I certify that I know or have satisfactory evidence that Geoffrey M. DeVries and Suzanne L. DeVries, the persons who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument and acknowledge it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

Date: 7-25-2006

[Signature]

Notary Public in and for the State of Washington
Residing at Burlington
My appointment expires: 10-19-2008



4821
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

SEP 18 2006

Amount Paid: 6591.00
By [Signature] Skagit Co. Treasurer
Deputy

Schedule "B-1"

EXCEPTIONS:

A. MATTERS AS DISCLOSED AND/OR DELINEATED ON THE FACE OF THE FOLLOWING SHORT PLAT:

Short Plat No.: 92-015
Recorded: June 23, 1992
Auditor's No.: 9206230081
Affects: Parcel "B"

B. AGREEMENT, AND THE TERMS AND PROVISIONS THEREOF:

Between: Big Lake Investments, LLC
And: Skagit County Sewer District No. 2
Dated: May 19, 2005
Recorded: June 24, 2005
Auditor's No.: 200506240084
Regarding: Developer Extension

C. DECLARATION OF EASEMENTS, COVENANTS AND ROAD MAINTENANCE AGREEMENT, INCLUDING THE TERMS AND CONDITIONS THEREOF:

Recorded: July 26, 2005
Auditor's No.: 200507260234
Affects: A 60-foot strip of land

D. EASEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF:

Grantee: Puget Sound Energy, Inc., a Washington corporation
Dated: December 12, 2005
Recorded: December 19, 2005
Auditor's No.: 200512190131
Purpose: "...utility systems for purposes of transmission, distribution and sale of gas and electricity..."
Area Affected: A strip of land 10 feet in width as now constructed, to be constructed, extended or relocated



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E. MATTERS DISCLOSED AND/OR DELINEATED ON THE FACE OF THE FOLLOWING PLAT/SUBDIVISION:

Plat/Subdivision Name: Lake View Heights
Recorded: April 12, 2006
Auditor's No.: 200604120075

Said matters include but are not limited to the following:

1. The right to make all necessary slopes for cuts and fills, and the right to continue to drain said roads and ways over and across any lot or lots, where water might take a natural course, in the original reasonable grading of the roads and ways shown hereon. Following original, 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. Any enclosing of drainage waters in culverts or drains rerouting shall be done by and at the expense of such owner.
2. Easements are granted to Public Utility District No. 1 of Skagit County, Washington, a municipal corporation, its successors or assigns, the perpetual right, privilege and authority enabling the District to do all things necessary or proper in the construction and maintenance of a water, and communication 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, and communication lines or other similar public services 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 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(s), or to persons or property by reason or proximity to the line(s). The grantor agrees that title to all brush, other 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 grantor's property so as not to interfere with, obstruct or endanger the usefulness of any improvements or other facilities, now or hereafter maintained upon the easement or in any way interfere with, obstruct or endanger the District's use of the easement.
3. Maintenance of the private road that gives access from Walker Valley Road to Lots 2 through 6 of this short plat shall be shared equally by all property owners. Any future lots created by subdivision of any lot in this short plat shall be subject to equal maintenance share. Maintenance can be discussed by the property owners on a once a year basis and any maintenance needed will be passed by a majority vote, one vote per lot.
4. Plat name and number and date of approval shall be included in deeds and contracts.
5. All private roads, easements, community utilities and properties shall be owned and maintained by the owners of the properties served by the facilities and kept in good repair and adequate provisions shall be made for appropriate pro-rata contributions for such maintenance by any future land divisions that will also use the same private road, per SCC 14.18.200 (6)(A).
6. 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 Skagit County Fire District.



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7. In no case shall the county accept a dedication or any obligation as to any such road, street and/or alley until the same and all roads, streets, and/or alleys connecting to the same to the full current county road system have been brought up to full county road standards and a right-of-way deed has been transferred to and accepted by the county.
8. All runoff from impervious surfaces, roof drains shall be directed so as not to adversely affect adjacent properties.
9. A Skagit County address range has been applied to the road system in this subdivision. At the time of application for building and/or access, Skagit County GIS will assign individual addresses in accordance with the provisions of Skagit County Code 15.24.
10. A Lot of Record Certification has been issued for all lots included in this subdivision. By virtue of recording this land division and issuance of the lot certification, all lots therein shall be considered lots of record for conveyance and development purposes unless otherwise restricted. Auditor's File No. 200604120076.
11. For PCA easement see Protected Areas Easement Agreement filed under Auditor's File No. 200604120077.
12. A \$100.00 per lot park impact fee will be paid prior to a building permit being issued.
13. School impact fees will be paid prior to a building permit being issued.
14. Setbacks:
 - RVR Zoning: Front – 35 feet, 25 feet on minor access or dead-end streets
Side – 8 feet on interior lot, 20 feet on street right-of-way
Rear – 25 feet
Accessory: Front – 35 feet
 - RRV Zoning: Front – 35 feet, 25 feet on minor access and dead-end streets
Side – 8 feet on interior lot
Rear – 25 feet
14. Water – Skagit PUD No. 1.
15. Sewer – Lot 1 – Private drainfields.
Lots 2 through 6 – Public Sewer District No. 2.
16. Power – Puget Sound & Energy Company.
17. Gas – Cascade Natural Gas Corporation.
18. Cable TV – AT&T Broadband.
19. Telephone – Verizon Northwest.
20. Easement for access, sewer, utilities and PUD affecting Priscilla Lane and a 20 foot strip in Lots 2 through 6.
21. Twenty (20) foot PUD easement affecting Lot 1.



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22. Fifteen (15) foot drainage easement affecting Lots 1, 5 and 6.
23. Fifteen (15) foot access and sewer easement affecting Lots 2 through 6.
24. Detention easement and wetland buffer affecting Lots 3 through 5.

F. EASEMENT, INCLUDING TERMS AND PROVISIONS THEREOF:

Grantee: Skagit County, a political subdivision of the State of Washington
Dated: April 12, 2006
Recorded: April 12, 2006
Auditor's No.: 200604120077
Purpose: Protected Critical Area
Area Affected: As shown on plat

Note # 1.: We note the following recorded documents which may affect building or land use. Governmental regulations are not a matter of title insurance and said documents are shown as a courtesy only. Reference is made to the record for the full particulars. Matters set forth in said notice/agreement (s) may have expired, changed or may change in the future without recorded notice.

Auditor's File No.: 200504120153
Document Title: Notice
Regarding: Six Year Development Moratorium

Auditor's File No.: 200507180159
Document Title: Order
Regarding: Waiver of Moratorium

Auditor's File No.: 200604120076
Document Title: Plat Lot of Record Certification



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