

AFTER RECORDING MAIL TO:

Terry Jackson
914 Presidio Place
Sedro Woolley, WA 98284

Filed for Record at Request of
Wells Fargo Escrow Company
Escrow Number: 04-01403-04



200502040163
Skagit County Auditor

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Statutory Warranty Deed

Grantor(s): James M. Waters and Suzann M. Waters

Grantee(s): Terry H. Jackson and Linda C. Jackson

Abbreviated Legal:

Lot 27, "Summer Meadows"

Additional legal(s) on page:

Assessor's Tax Parcel Number(s): 4630-000-027-0006 (P107010)

FIRST AMERICAN TITLE CO.

83529

THE GRANTOR James M. Waters and Suzann M. Waters, Husband and Wife for and in consideration of **TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION** in hand paid, conveys and warrants to Terry H. Jackson and Linda C. Jackson, Husband and Wife the following described real estate, situated in the County of Skagit, State of Washington

Lot 27, "Plat of Summer Meadows", as per plat recorded in Volume 15 of Plats, Pages 176 through 178, records of Skagit County, Washington.

SUBJECT TO: Exhibit "A" hereto attached and made a part hereof.

Dated January 4, 2005

James M. Waters
by POA

Suzann M. Waters

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

586

FEB 04 2005

STATE OF Washington
County of Skagit

SS:

Amount Paid \$ 3471.00
By Skagit Co. Treasurer
Deputy

On this 12 day of January 2005 before me personally appeared Suzann M. Waters, to me known to be the individual described in and who executed the foregoing instrument for his (her) self and as Attorney in Fact for James M. Waters and acknowledged that he (she) signed and sealed the same as their free and voluntary act and deed for his (her) self and also as their free and voluntary act and deed as Attorney in Fact for said principal for the uses and purposes therein mentioned, and on oath stated that the Power of Attorney authorizing the execution of this instrument has not been revoked and that the said principal is now living, and is not incompetent.

Given under my hand and official seal the day and year last above written.

(Seal)



Kelli A. Mayo
Notary Public in and for the State of Washington
Residing at Sedro Woolley
My appointment expires: 6/19/2005

EXHIBIT "A"

EXCEPTIONS:

A. EASEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF, GRANTED BY INSTRUMENT:

In Favor Of: Puget Sound Power & Light Company
Recorded: February 1, 1994
Auditor's No: 9402010068
Purpose: Electric transmission and/or distribution line, together with necessary appurtenances
Affects: All roads and the exterior 10 feet of said lots and tracts being parallel and coincident with boundaries of streets and rights-of-way

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

Plat/Subdivision Name: Summer Meadows
Recorded: July 13, 1994
Auditor's No: 9407130077

Said matters include but are not limited to the following:

(1) An easement is hereby reserved for and granted to the City of Sedro Woolley, Public Utility District No. 1, Puget Power, G.T.E., Cascade Natural Gas Corp., and TCI Cablevision of Washington, Inc., and their respective successors and assigns under and upon the exterior ten (10) feet of front boundary lines of all lots and tracts and other utility easement shown on the face of the Plat, in which to install, lay, construct, renew, operate, maintain and remove utility systems, line, fixtures and appurtenances attached thereto, for the purpose of providing utility services to the subdivision and other property, together with the right to enter upon the lots and tracts at all times for the purposes stated, with the understanding that any grantee shall be responsible for all unnecessary damage it causes to any real property owner in the subdivision by the exercise of rights and privileges herein granted.

(2) A 20 foot wide easement granted to the Public Utility District No. 1 of Skagit County, Washington, a municipal corporation, its successors or assigns, the perpetual right, privilege and authority enabling the PUD 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 the easement pursuant to this Agreement is vested in the District.



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(3) 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.

(4) Easement as delineated and/or dedicated on the face of the Plat:

Purpose: Utilities
Affects: The exterior 10 feet of all lots adjacent to street

(5) The right to make all necessary slopes for cuts and fills upon the lots and blocks shown hereon in the original reasonable grading of all such streets and avenues shown hereon.

(6) It will be the builder's responsibility to achieve final grading on the individual lots in accordance with the approved grading plans.

C. COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN DECLARATION OF RESTRICTIONS:

Recorded: July 15, 1994
Auditor's No: 9407150146
Executed by: Cornerstone Court Joint Venture

D. COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN DECLARATION OF RESTRICTIONS:

Recorded: June 6, 1995
Auditor's No: 9506060018
Executed by: Cornerstone Court Joint Venture and Presidio Homes

E. ASSESSMENT OR CHARGES AND LIABILITY TO FURTHER ASSESSMENTS OR CHARGES, INCLUDING THE TERMS, COVENANTS AND PROVISIONS THEREOF, DISCLOSED IN INSTRUMENT:

Recorded: July 15, 1994
Auditor's No.: 9407150146
Imposed By: Cornerstone Court, Joint Venture



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