AFTER RECORDING MAIL TO:
Mr. Marvin Trepus
2827 Broadway Street
Mount Vernon, WA 98274

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Skagit County Auditor
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Filed for Record at Request of
First American Title Of Skagit County
Escrow Number: 84655

FIRST AMERICAN TITLE CO.
84655-1

Statutory Warranty Deed

Grantor(s): James R. Davenport and Julia R. Davenport
Grantee(s): Marvin Trepus
Assessor's Tax Parcel Number(s): 4701-000-002-0000, P111948

THE GRANTOR James R. Davenport and Julia R. Davenport, husband and wife for and in consideration of **TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION** in hand paid, conveys and warrants to **Marvin Trepus, a single man** the following described real estate, situated in the County of **Skagit**, State of Washington.

Lot 2, "PLAT OF EAST SECTION HEIGHTS DIVISION NO. 2", as per plat recorded in Volume 16 of Plats, pages 189 through 191, inclusive, records of Skagit County, Washington.

Subject to Paragraphs A thru C of Schedule B-1 of First American Title Company's preliminary commitment no. 84655 made a part hereof by this reference.

Dated: May 15, 2005

James R. Davenport

Julia R. Davenport

KIM M. KERR
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
12-15-2005

STATE OF Washington }
COUNTY OF Skagit } SS:

I certify that I know or have satisfactory evidence that James R. Davenport and Julia R. Davenport, 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: 5-18-05

Kim M. Kerr

Notary Public in and for the State of Washington
Residing at Mount Vernon
My appointment expires: 12/15/05

#24608
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

MAY 18 2005

Amount Paid $ 3049.00
Skagit Co. Treasurer
By Deputy

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Schedule "B-1"

EXCEPTIONS:

A. Terms and conditions of City of Mount Vernon Ordinance No. 2627 as recorded August 24, 1995 under Auditor's File No. 9508240024.

B. AGREEMENT, AND THE TERMS AND CONDITIONS THEREOF:

Between:	City of Mount Vernon, a municipal corporation of the State of Washington
And:	Danny D. O'Neill and Debra L. O'Neill, husband and wife; and Joseph D. Woodmansee and Kimberly A. Woodmansee, husband and wife
Dated:	April 5, 1996
Recorded:	April 11, 1996
Auditor's No.:	9604110037
Regarding:	

"On April 10, 1996, the City approved a final plat of the above described property subject to execution by the Developers of an agreement (1) appointing the City as attorney-in-fact for the signing of a petition to form a local improvement district for street improvements benefiting the property described above, and (2) requiring the Developers to waive their right under RCW 35.43.180 to protest formation of a local improvement district for carrying out those street improvements."

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

Plat/Subdivision Name:	East Section Heights Division 2
Recorded:	September 23, 1997
Auditor's No.:	9709230061

Said matters include but are not limited to the following:

1. Any Lot within this subdivision will become subject to impact fees payable upon issuance of a building permit.

2. Utility Sources:

Telephone:	G.T.E.
Power:	Puget Sound Energy
Television:	TCI Cablevision
Storm:	City of Mount Vernon
Sewer:	City of Mount Vernon
Water:	Public Utilities District No. 1 of Skagit County

3. Declare this Plat and dedicates to the use of the public forever, the streets and avenues shown hereon and the use thereof for all public purposes consistent with the use thereof for public highway purposes together with the right to make all necessary slope for cuts and fills upon the lots and blocks shown hereon in the original reasonable grading of all such streets and avenues shown hereon.

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4. Building Setbacks:

Front Yard:	25' minimum on Broadway
	20' minimum on 29th Street
	(Lots at street corners are considered to have two front yards)
Rear Yard:	20'
Side Yard:	Minimum 5' (Total 15')

5. A non-exclusive easement is 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 grantees 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 the 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.

6. A non-exclusive easement is granted to the City of Mount Vernon, Washington, a municipal corporation, its successors or assigns, the perpetual right, privilege and authority enabling the grantees to do all things necessary or proper in the construction and maintenance of a pedestrian and non-motorized vehicle trail 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 trail or related facilities, along with the necessary appurtenances for the transportation of pedestrians and non-motorized vehicle traffic 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 City, constitutes a menace or danger to said trail or to person or property by reason of proximity to the trail. 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 City.

7. 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 Public Utility District and the City Engineer of the City of Mount Vernon. 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 grantees use of this easement. Any party which disturbs or causes damage to any improvements or related facilities which have gained permission from these easements, shall be responsible for the restoration to a condition as good as or better then such improvement before disruption or damage occurred.

8. Easements – An easement is hereby reserved for and granted to City of Mount Vernon, Public Utility District No. 1 of Skagit County, Puget Sound Energy, G.T.E., Cascade Natural Gas Corporation and TCI Cablevision of Washington, Inc., and their respective successors and assigns under and upon the exterior front boundary lines of all lots and tracts as shown hereon and other utility easements shown on the face of the Plat, in which to install, lay, construct, renew, operate, maintain and remove utility systems, lines, 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 p

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9. Private Drainage Easement – An easement for the purpose of conveying local storm water runoff is hereby granted in favor of all abutting Lot owners in the areas designated as private drainage easements. The maintenance of private drainage easements established and granted herein shall be the responsibility of and the costs thereof shall be borne equally by the present and future owners of the abutting property and their heirs, personal representatives and assigns. The City of Mount Vernon is hereby granted the right to enter said easements for emergency purposes at its own discretion.

10. 20 foot private drainage easement – affects Lots 1, 2, 8, 9 and 10

11. 7 foot utility easement adjacent to roads

12. Private storm drainage easement – affects Lot 5

13. Non-exclusive water pipeline, pedestrian and non-motorized vehicle trail easement – affects Lots 3 and 2

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