AFTER RECORDING MAIL TO: Strandberg Construction, Inc. P. O. Box 319/606 Commercial Avenue, Suite D Anacortes, WA 98221



8/14/2003 Page

**1** of

3 8:52AM

Filed for Record at Request of Land Title Company Of Skagit County Escrow Number: 108870-PAE

TWO THE CONSTRUCTION OF

# **Statutory Warranty Deed**

Grantor(s): Cedar Spring Development, L.L.C. Grantee(s): Strandberg Construction, Inc.

Abbreviated Legal: Lot 19, Cedar Springs PUD, Ph 4.

Assessor's Tax Parcel Number(s): P117561/4768-000-019-0000

THE GRANTOR CEDAR SPRING DEVELOPEMENT, L.L.C., who acquired title as CEDAR SPRINGS, LLC, a Washington Limited Liablity Company for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to STRANDBERG CONSTRUCTION, INC. a Washington Corporation the following described real estate, situated in the County of Skagit, State of Washington.

Lot 19, "CEDAR SPRINGS PUD, PHASE 4," as per plat recorded on December 27, 2001 under Auditor's File No. 200112270133, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

SUBJECT TO: SEE ATTACHED SCHEDULE B-1.
Dated August 13, 2003
Cedar Springs, LLC  SKAGIT COUNTY WASHINGTON REAL ESTATE EXCISE TAX
By: Nels Strandberg, President  Amount Paid 5 Skagit Co. Treasurer By Deputy
STATE OF Washington } County of Skagit . SS:
On this 13 day of August 2003 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Nels
Strandberg to me known to be the individual described
in and who executed the foregoing instrument, as President of the Cedar Spring Development
L.L.C., a Limited Partnership, and acknowledged to me that he o signed and sealed this said instrument as his free and voluntary act and deed for the use and
purposes therein mentioned, and on oath stated He is authorized to execute the said instrument.
Given under my hand and official seal this    B   day of   Duning   200   300
NOTA PUBLIC Lisa J. Richards  Notary Fublic in and for the State of Washington
STATE OF WASHINGTON Residing at Mount Vernon  My appointment expires: 7/09/2004
COMMES OF THES My appointment expires: 7/09/2004

Schedule "B-1" 108870-PAE

## **EXCEPTIONS:**

## A. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Grantee: Karen L. Thompson, as her separate estate

Purpose: For ingress and egress, installation, maintenance, operation and

replacement of utility lines, pipes, poles and conduits

Area Affected: Portion of Tract A

September 10, 199

Dated: September 10, 1991
Recorded: October 10, 1991

Auditor's No.: 9110100027

B. MATTERS CONTAINED ON THE FACE OF THE PLAT OF CEDAR SPRINGS, PUD, AS FOLLOWS:

<u>DEDICATION</u> – Know All Men by these Present that Washington Federal Savings, mortgage holder, and Cedar Springs L.L.C., owner of the land hereby platted, declare this plat and dedicate to the use of the public forever, 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. Tract B & C are hereby dedicated to the Cedar Springs Homeowners Association.

NATIVE GROWTH PROTECTION EASEMENT & WETLAND BUFFER – A Native Growth Protection Easement (NGPE) is hereby dedicated to the public for Tract "B" (Wetland and wetland buffer) and Tract "C" (NGPE Buffer) for the beneficial interest in the land within the easement. This interest includes the preservation of a native vegetation for all purposes that benefit the public health, safety and welfare, including control of the surface water and erosion, maintenance of slope stability, visual and rural buffering, and protection of plant and animal habitat. The NGPE imposes upon all present and future owners and occupiers of the land subject to the easement obligation, enforceable on behalf of the public by the City of Anacortes, to leave intact all planted trees and other vegetation within the easement. The vegetation within the easement may not be covered by fill, removed or damaged without express permission from the City of Anacortes, which permission must be obtained in writing from the City of Anacortes Planning Department.

Tracts B & C shall be landscaped as shown on the approved landscaping plan. Once the landscaping is established the buffer may be maintained and watered but otherwise shall be respected as indicated above.

#### **UTILITIES EASEMENT:**

1. An easement is hereby reserved for and conveyed to the City of Anacortes, Puget Sound Energy, GTE Telephone Company, Cascade Natural Gas Company, and AT&T Cable Television Company and any other franchise or public utility and their respective successors and assigns under and upon the exterior ten (10) feet of front boundary lines all Right-of-Ways within the plat lying parallel with and adjoining all street(s) in which to construct, operate, maintain, repair, replace, and enlarge underground pipes, conduits, cables and wires all necessary or convenient underground or ground mounted appurtenances thereto for the purposes of serving this subdivision and other property with electric, gas, telephone and other utility service, together with the right to enter upon the streets, lots, tracts and spaces at all times for the purposes herein stated.

Schedule "B-1" 108870-PAE

#### **EXCEPTIONS CONTINUED:**

- B. (continued):
  - 2. A 20' Stormdrain easement extending to Horizon Heights Add. Div. #1, as shown on the plat is to be maintained by the Cedar Springs Homeowners Association as stated in the Cedar Springs PUD CC&Rs.

TRACT OWNERSHIP – Tract A (Common Area), Tract B (Wetland and wetland Buffer) and Tract C (NGPE Buffer) will be under the ownership of the Cedar Springs Homeowners Association. The maintenance and restrictions will be as stated in the Declaration of the Cedar Spring PUD and as stated on the Plat.

C. Declaration of Covenants, Conditions, Restrictions, Easements and Reservations For Cedar Springs PUD, and the terms and conditions thereof:

Executed By:

Cedar Springs, L.L.C.

Recorded:

November 8, 2000

Auditor's No.:

200011080126

D. By-Laws of the Cedar Springs Homeowners' Association, and the terms and conditions thereof, as recorded November 8, 2000, under Auditor's File No, 200011080127.

