



200403310036

Skagit County Auditor

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AFTER RECORDING MAIL TO:

Jerry W. Stalcup
3605 Cedar Glen
Anacortes, WA 98221Filed for Record at Request of
Land Title Company Of Skagit County
Escrow Number: 111217-PAE

LAND TITLE OF SKAGIT COUNTY

Statutory Warranty Deed

Grantor(s): Dwayne Jenkins and Lisa L. Jenkins
Grantee(s): Jerry W. Stalcup and Marion C. Stalcup
Abbreviated Legal: Lot 16, Am. Cedar Glen.
Assessor's Tax Parcel Number(s): P118852/4790-000-016-0000

THE GRANTOR DWAYNE JENKINS AND LISA L. JENKINS, HUSBAND AND WIFE for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to JERRY W. STALCUP AND MARION C. STALCUP, HUSBAND AND WIFE the following described real estate, situated in the County of Skagit, State of Washington.

Lot 16, "AMENDED CEDAR GLEN FLAT," as per plat recorded on February 21, 2002 under Auditor's File No. 200202210051, records of Skagit County, Washington. (Being a Revision of "Cedar Glen Plat" recorded under Skagit County Auditor's File No. 200202080084).

TOGETHER WITH a non-exclusive easement for ingress, egress and utilities over, under along and across that portion of Lots 17 and 18 of said "AMENDED CEDAR GLEN FLAT," as shown on the face of said plat and as amended by instrument recorded September 30, 2003, under Auditor's File No. 200309300148.

Situate in the County of Skagit, State of Washington.

1487
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

SUBJECT TO: SEE ATTACHED SCHEDULE B-1.

Dated March 17, 2004

MAR 31 2004

Dwayne Jenkins by Lisa Jenkins
as his attorney in factAmount Paid \$ 5856.²⁰
Skagit Co. Treasurer
DeputySTATE OF FLORIDA
COUNTY OF SEMINOLE } SS:On this 23rd day of March before me personally appeared Lisa L. Jenkins, to me known to be the individual described in and who executed the foregoing instrument for her self and as Attorney in Fact for Dwayne Jenkins and acknowledged that she signed and sealed the same as her free and voluntary act and deed for her self and also as his 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therein mentioned, and on oath stated that the Power of Attorney authorizing the execution of this instrument has not been revoked and that the said principal is now living, and is not incompetent.Given under my hand and official seal the day and year last above written.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)Cliff J. Chin
Commission # DD132212
Expires July 8, 2006
Bonded Thru
Atlantic Bonding Co., Inc.Notary Public in and for the State of FLORIDA
Residing at 2411 4th St. NW, SE 32205
My appointment expires: 7/8/2006

EXCEPTIONS:

A. MATTERS DISCLOSED BY RECORD OF SURVEY

FILED: November 9, 1999
AUDITOR'S NO.: 199911090032

B. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Grantee: Puget Sound Energy, Inc., a Washington Corporation
Purpose: The right to construct, operate, maintain, repair, replace, improve, remove, enlarge, and use the easement area for one or more utility systems for purposes of transmission, distribution and sale of gas and electricity

Area Affected:

Easement No. 1: All streets and road rights-of-way as now or hereafter designed, platted, and/or constructed within the above-described property. (When said streets and road are dedicated to the public, this clause shall become null and void.)

Easement No. 2: A strip of land 10 feet in width across all lots, tracts and open spaces located within the above described property being parallel to and coincident with the boundaries of all private/public street and road rights-of-way.

Easement No. 3:

All areas located within a 10 (ten) feet perimeter of the exterior surface of all ground mounted vaults and transformers.

Easement No. 4:

No vehicular access, parking or driven surfaces shall be located within a 5 (five) foot perimeter of all of grantees' ground-mounted or semi-buried vaults, pedestals, transformers and/or handholds.

Dated: January 16, 2001
Recorded: December 26, 2001
Auditor's No.: 200112260206

Said instrument is a re-recording of Auditor's File No. 200101230049.

C. General Information, contained on the face of the Plat, as follows:

1. Assessor's Account No. 350127-1-004-0001. 350127-1-002-0508.
2. Description and exception information is from First American Title Company of Skagit County, 67017, dated October 26, 2001.
3. This property is SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants and other instruments of record including but not limited to those instruments referred to in Island Title Company Report referenced under Note 2 above. Said report lists documents recorded under Auditor's File Nos. 776497, 8110130002, 199911090032, 9506020038, 200101230049, 296215 and 850635. Deeds of Trust are recorded under Auditor's File Nos. 200006140168, 200006140169, 200006140170 & 200006140171.
4. Zoning: (R2) Residential Low Density District.



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EXCEPTIONS CONTINUED:

C. continued:

5. Water Supply - City of Anacortes.
6. Sewer Disposal - City of Anacortes.

D. Provision for Utilities Easement, contained on the face of the plat, as follows:

"1. An easement is hereby reserved for and conveyed to the City of Anacortes, Puget Sound Energy Inc., Verizon Telephone Company, Cascade Natural Gas Company, and AT&T Cable Television Company and their respective successors and assigns under and upon the exterior ten (10) feet of front boundary lines all lots, tracts and spaces 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 purpose 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.

2. In addition to the above utility easement a 20 foot wide sanitary sewer and access easement is hereby reserved for and conveyed to the City of Anacortes across Lots 6 and 9 to the sanitary sewer manhole as shown on the plat for the same purposes as stated above. Access shall not be obstructed by fencing, shrubs or other landscape or fence features that would obstruct access to the manhole. Should excavation of the sewer line be required for maintenance beyond routine manhole access, the grantee shall restore the easement area to all weather access condition only. Grantor, successor or assigns shall be responsible for restoration to prior conditions.

3. The sanitary sewer easement located on Lots 9 through 14 as shown on the plat is private and the responsibility of the lot owners of Lots 9 through 14 until such time as access is provided to the City for manholes on Lot 13.

4. A 20 foot access easement and 12" all weather road will be subjected to and across Lots 13 and 14 for access to the sewer manholes located on Lot 13 at such time as the sewer is extended to the North unless an alternative access to the manholes is provided. The access easement will be subject to the same restrictions as stated in #2 above.

5. All 4", 6" and 8" storm drain pipe located in the street right of way and within utility easements for all lots will remain private and the responsibility of the property owners."

E. Provision for Native Growth Protection Easement, contained on the face of the plat, as follows:

"A Native Growth Protection Easement shall be provided along the project's Easterly boundary line as shown on the plat as a buffer or area to be left untouched with the following restrictions:

1. Hand removal of non-native exotic or adventitious plants.
2. Hazard trees shall be identified with concurrence of the City Forest Lands Manager. Hazard trees removed or blown down may be placed by the City or the homeowner with 3' minimum appropriate native stock, which shall be maintained until able to survive without care.



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EXCEPTIONS CONTINUED:

E. continued:

3. If the buffer has been degraded by previous site disturbances, the Forest Advisory Board may approve a replanting plan using appropriate native stock.

Before and during the course of any grading, building construction, or other development activity on a lot subject to the NGPE, the common boundary between the easement and the area of development activity must be fenced or otherwise marked to the satisfaction of the City of Anacortes."

F. Provision for Road Easement, contained on the face of the plat, as follows:

"A road easement across Lots 12, 13, 15 and 16 is hereby reserved for the City of Anacortes for maintenance of a 80 foot diameter culdesac as constructed and shown on the plat. The ownership of the culdesac easement as constructed and shown of Lots 12, 13, 15 and 16 shall revert back to the adjacent lot owners when the 50 foot road right of way is extended North and curb, gutter and sidewalks replace the existing asphalt culdesac."

G. Provision in Dedication, contained on the face of the plat, as follows:

"...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."

H. Utilities Easement, contained on the face of the plat, as follows:

"1. Private, shared driveway access and utility easements are hereby reserved on and across Lots 16 through 19 as shown by dashed lines labeled, "Driveway Easement" on page 1 of this Plat. Access to the building sites over the reserved Driveway Easement areas shall not be obstructed by fencing, shrubs or other landscape or fence features. Maintenance of each driveway shall be the shared responsibility of the lot owners served by that driveway.

Deeds conveying the individual Lots 16 through 19 shall specify the terms and conditions future driveway maintenance."

I. Decision To Issue A Preliminary Plat Permit For The Cedar Glen Preliminary Plat Application.

Based on the foregoing Findings of Fact and Conclusions of Law, the Anacortes Planning Director is hereby authorized to issue Preliminary Plat approval for the Cedar Glen Preliminary Plat subject to the following conditions:

1.) Preliminary plat approval authorizes the applicant to proceed with application for necessary permits to construct required improvements and to prepare a final plat in accordance with the determinations made and conditions imposed by the City Council. The scope of this plat is not to exceed that as set-out in the preliminary plat application and the accompanying SEPA checklist, approval of this application does not wave or alter any requirements of City code unless specifically addressed herein. In the case of any conflict between these conditions and the application these conditions control.



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EXCEPTIONS CONTINUED:

I. continued:

- 2.) A final plat meeting all requirements of this Chapter shall be submitted to the City Council for approval within five years of the date of Preliminary Plat approval. An applicant who files a written request with the City Council at least thirty (30) days before the expiration of this five (5) year period shall be granted one (1) one-year extension upon a showing that the applicant has attempted in good faith to submit the final plat within said five year period.
- 3.) If a final plat meeting requirements of Section 16.020 of the City Subdivision Ordinance is not submitted to the Planning Director within five years, and the period of any extension granted, preliminary approval shall be null and void and any new application therefore must be in accordance with all requirements in effect at the time of reapplication.
- 4.) All work done pursuant to the preliminary plat shall be consistent with those findings and conditions with any conflict between these being resolved in favor of the conditions. The preliminary plat may be modified by the Planning Director. If it is determined that such modification does not substantially change the density or usage or increase the bulk proposed, or otherwise increase the impact of the development. If the proposed changes are not within the scope and intent of the preliminary plat, the applicant shall apply for a new preliminary plat in the manner provided herein.
- 5.) The project shall comply with the City of Anacortes construction standards, as modified herein, as required by the Director of Public Works for water, sewer, street access, and storm drainage. All work performed within public rights of way shall comply with City construction standards and all utilities shall be constructed to City standards.
- 6.) Engineering and inspection fees in the amount of \$500 plus 2% of the total construction cost shall be due at or before the mandatory pre-construction conference. No construction activity is allowed until construction plans are approved, fees have been paid and the pre-construction conference completed.
- 7.) This project is subject to applicable water, sewer, and stormwater general facility and hook-up fees and transportation, fire, school, and park impact fees. These fees are payable at levels in effect at the time of building permit issuance and may differ from those fee levels currently in effect, sewer and water latecomer charges may be payable.
- 8.) A temporary erosion sedimentation control plan shall be prepared and submitted with the grading plan for approval by the City Director of Public Works. The plan shall identify the potential for erosion and downstream sedimentation during construction and describe the measures that will be used to mitigate impacts of erosion. Measures that will likely be employed include sedimentation ponds, silt fences, hay bale filters, and restricting the amount of excavation until conditions are favorable.
- 9.) There shall be no underground stormwater detention.
- 10.) Prior to clearing or fill and grade beginning, both a large parcel stormwater plan and a water quality control plan, as spelled out in the City's Storm Drainage Ordinance #2441, shall be prepared by the applicant, approved by the City Department of Public Works and the Planning Commission, and Implemented. The water quality control plan shall address permanent best management practices to be incorporated in the project to control pollution of stormwater runoff after construction and/or land clearing activities are completed. All on-site detention ponds and all off-site stormwater improvements shall be made before construction or vegetation removal begins.



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EXCEPTIONS CONTINUED:

I. continued:

- 11.) Fire hydrants are to be located as approved by the City Fire Chief. Fire flows shall be addressed in a manner acceptable to the Fire Chief and to the Public Works Department.
- 12.) In keeping with the City's street grid street name system, the Public Safety Departments shall approve street names.
- 13.) All street pavement thickness shall be approved by the City Engineer.
- 14.) The Regulated Slopes requirements set forth in Anacortes Municipal Code 17.54.070 shall be adhered to.
- 15.) School bus waiting area(s) and mail box locations shall be as determined by the City Engineer.
- 16.) All lots created under the Plat shall be subject to all City of Anacortes charges for utility services uniformly charged throughout the City of Anacortes including applicable General Facilities Charges.
- 17.) Any access to the City Forest Lands shall be open to the public and shall require approval of the ACFL Board.
- 18.) There shall be no streets served by a gated access/fencing shall only be added at the discretion of individual homeowners.
- 19.) Street and sidewalk design shall meet ADA standards.
- 20.) Erosion Control and Clearing Plans shall be reviewed, approved, and implemented as required by the City Engineer.
- 21.) Internal street slopes shall not exceed 12%.
- 22.) Street lighting shall be energy efficient and installed as per PSE Schedule 52, Option "B", and shall be installed as approved by the City Engineer.
- 23.) All detention ponds shall be design to City standards, shall be lined, and shall be landscaped as set forth in the City's Landscaping Ordinance.
- 24.) City water quality standards shall be met as required by the City Engineer.
- 25.) Fire sprinklers for structure protection may be required by the Fire Department.
- 26.) A traffic channelization and signage plan shall be submitted, approved by the City engineer, and installed by the developer.
- 27.) Structural alteration necessary to develop this plat shall not encroach into adjacent land parcels without recorded easements for such encroachment.



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EXCEPTIONS CONTINUED:

I. continued:

28.) A Native Growth Protection Easement shall be provided along the project's Easterly boundary line as shown on the site plan as buffer or area to be left untouched with the following restrictions:

- 1.) Hand removal of non-native exotic or adventitious plants.
- 2.) Hazard trees shall be identified with the concurrence of the City Forest Lands Manager. Hazard trees removed or blown down may be replanted by the City of the homeowner with 3 minimum appropriate native stock which shall be maintained until able to survive without care.
- 3.) If the buffer has been degraded by previous site disturbances, a replanning plan using appropriate native stock may be approved by the Forest Advisory Board.

29.) No modifications beyond those set forth in Section 7.3.9.1. are authorized.

30.) Pages 16 - 19 of these Findings of Fact and Conclusions of Law shall be recorded with the Final Plat drawing.

These Findings and Fact and Conclusions of Law were adopted by the Anacortes City Council on May 1, 2000."

J. EASEMENT AND TERMS AND CONDITIONS THEREOF:

Disclosed By:	Plat of said addition
Purpose:	NGPE Buffer
Area Affected:	Easterly 30 feet

K. EASEMENT AND TERMS AND CONDITIONS THEREOF:

Disclosed By:	Plat of said addition
Purpose:	Road easement
Area Affected:	As shown on plat

NOTE: Said easement was modified by instrument recorded September 30, 2003, under Auditor's File No. 200309300148.



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L. COVENANTS, CONDITIONS AND RESTRICTIONS, CONTAINED IN DEED:

Recorded:
Auditor's No.:
Executed By:
As Follows:

December 10, 2003
200312100100
Dwayne Jenkins and Lisa L. Jenkins, husband and wife

"..provided that all costs of permitting, construction, maintenance, repair, replacement, and mitigation of impacts due to exercise of said easement rights, shall be shared equally by the owners of Lots 16 and 17 on the following terms and conditions:

1. The dominant and servient tenement owners shall abide by local ordinances and state law and agree that prior to application for permits to improve the easement premises, the initiating party shall notify the joint easement holder in person or by mail of the proposed work at the address provided to the Skagit County Assessor for real estate tax notice.
2. Within thirty (30) days after notice of proposed work, the joint easement holder shall designate a construction agent and, if possible, adopt a budget for the work, including dollar amounts for labor, materials, fees, professional services, and a specification of how the proposed work will be paid for, including the date and dollar amount of contributions from each benefited party.
3. If the easement holders cannot agree to designate a construction agent and adopt a budget for easement work, then the party initiating the proposed work may proceed as default construction agent, but shall not be allowed to charge more than one-third (1/3) of the actual out of pocket payment for labor, materials, fees and professional services actually paid by default construction agent.
4. Construction agent or default construction agent shall be individually responsible for the prosecution of the proposed work, payment of obligations and adherence to the budget, plans, specifications and permits for the work. If work is done and accepted by the permitting authority and all financial obligations have been paid, the construction agent may impose a lien equal to budgeted contributions not timely paid or, in the case of a default, construction agent up to one-third (1/3) of the actual, out of pocket payments, for labor, materials, fees, and professional services arising out of the work as proposed and completed.
5. If the easement premises or any improvement is damaged due to the intentional or negligent action or inaction of an easement holder, that owner shall be responsible for remedial action to restore the premises or improvement to its former condition within a reasonable time. Failure to take remedial action to cure damage after thirty (30) days notice in person or by mail shall empower the damaged easement holder to undertake remedial action and charge the responsible party for the cost or remediation and for that purpose may impose a lien on the responsible party's lot as a construction agent of the responsible party."



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