

**AFTER RECORDING MAIL TO:**

Sunset Park Properties LLC

1832 Sunset Park Dr. #1006  
Sedro Woolley, WA 98284



200408030161  
Skagit County Auditor

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Filed for Record at Request of  
First American Title Of Skagit County  
Escrow Number: b81436

FIRST AMERICAN TITLE CO.

B81436-E-1

**Statutory Warranty Deed**

Assessor's Tax Parcel Number(s): 8003-000-020-0009 P105305, 8003-000-021-0000 P105306

THE GRANTOR CNL Commercial Mortgage Loan Trust 2002-1 for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to Sunset Park Properties LLC, the following described real estate, situated in the County of Skagit, State of Washington.

Lots 20 and 21 of Binding Site Plan No. SW-01-93, (Sunset Industrial Park) recorded in Volume 11 of Short Plats, pages 83 and 84, under Auditor's File No. 9406100051, records of Skagit County, Washington, being a portion of the Southwest 1/4 of the Southeast 1/4 of Section 23, Township 35 North, Range 4 East, W.M., and Tracts 14 and 15, "SEDRO ACREAGE", as per plat recorded in Volume 3, page 35.

SUBJECT TO covenants, conditions and easements, as per attached Exhibit "A".

Dated July 22, 2004

4066  
SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

CNL Commercial Mortgage Loan Trust 2002-1

By: CNL Commercial Finance, Inc. Its Agent/Servicer

BY:

David Scherer, Exec. Vice President

AUG 02 2004

Amount Paid \$ 32040.00  
Skagit Co. Treasurer  
By Deputy

State of CALIFORNIA

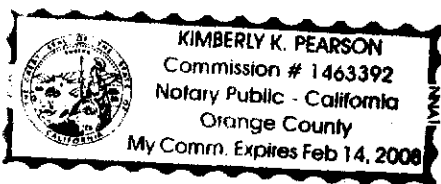
County of Orange

SS:

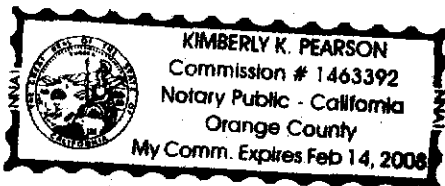
I certify that I know or have satisfactory evidence David Scherer the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument, on oath stated he/she/they are authorized to execute the instrument and is VP of CNL COMMERCIAL MORTGAGE LOAN TRUST 2002-1 to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Date: 7-23-04

Kimberly K. Pearson



Notary Public in and for the State of California  
Residing at Laguna Niguel, CA  
My appointment expires: 2-14-08



UNOFFICIAL DOCUMENT

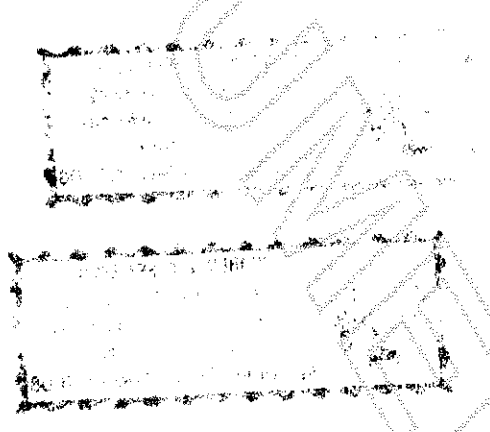


EXHIBIT "A"

**Exceptions:**

**A. EASEMENT AND PROVISIONS CONTAINED THEREIN:**

Grantee: Puget Sound Power & Light Company  
Dated: October 29, 1993  
Recorded: November 10, 1993  
Auditor's No: 9311100124  
Purpose: Right to enter said premises to operate, maintain and repair underground electric transmission and/or distribution system, together with the right to remove brush, trees and landscaping which may constitute a danger to said lines

**Location:**

A portion of the Southeast 1/4 of Section 23, Township 35 North, Range 4 East, W.M., in the County of Skagit, Washington, described as follows:

Beginning at the Southeast 1/4 corner monument of the said Section; thence North 88°55'54" East, 15.0 feet to the true point of beginning; thence North 00°01'35" East, 46.81 feet; thence North 60°44'22" East, 1492.68 feet; thence South 00°00'11" East, 103.83 feet; thence South 89°39'51" East, 647.11 feet; thence South 00°20'09" West, 324.57 feet; thence North 89°39'51" West, 10.00 feet; thence South 00°20'09" West, 200.34 feet; thence South 88°55'54" West, 94.00 feet; thence South 00°20'09" West, 108.00 feet; thence South 88°55'54" West, 1841.97 feet, more or less, to the true point of beginning.

Easement No. 1: All streets, utility easements, and road rights of way as now or hereafter designed, platted, and/or constructed within the above described property. (When said streets and roads 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 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.

**B. EASEMENT AND PROVISIONS CONTAINED THEREIN:**

Grantee: Puget Sound Power & Light Company  
Dated: March 17, 1994  
Recorded: March 29, 1994  
Auditor's No: 9403290128  
Purpose: Right to enter said premises to operate, maintain and repair underground electric transmission and/or distribution system, together with the right to remove brush, trees and landscaping which may constitute a danger to said lines

**Location:**

Tract 14, "SEDRO ACREAGE", as per plat recorded in Volume 3 of Plats, page 35, records of Skagit County, Washington.

Right-of-Way No. 1: Being located as constructed or to be constructed on the West 10 feet of Lot 22 of the unrecorded Plat of Sunset Industrial Park as illustrated on the attached Exhibit "B" of the above described property.



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Right-of-Way No. 2: Being located as constructed or to be constructed on the above described property, more particularly described as follows:

A right-of-way 10 feet in width, having 5 feet of such width on each side of a centerline described as follows:

Beginning at a point on the North line of Lot 4 of the unrecorded Plat of Sunset Industrial Park as illustrated on the attached Exhibit "B" that is approximately 5 feet West of the Northeast corner thereof; thence Southwesterly approximately 100 feet; thence South approximately 20 feet to the terminus.

Affects: East 10 feet Lot 21 BSP No. SW-01-93.

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

Plat/Subdivision Name:	Binding Site Plan of Sunset Industrial Park
Recorded:	June 10, 1994
Auditor's No:	9406100051
(Copy attached)	

Said matters include but are not limited to the following:

1. Binding Site Plan No. and date of approval shall be included in all Deeds and Contracts.
2. Each lot owner in this binding site plan is required to be a member of Sunset Industrial Park Owner's Association.
3. Article 1; and Sections 2.1, 4.7, 4.8, and 4.11 of the conditions, covenants, and restrictions may not be modified without the approval of the City of Sedro-Woolley.
4. Water Pipeline Easement - 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 P.U.D. 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, is 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.

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 by any way interfere with, obstruct or endanger the district's use of the easement.



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5. The rights 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 natural course, in the original reasonable grading of roads and ways shown hereon, following original reasonable grading of roads and ways hereon, 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 right-of-way, or to hamper road drainage, any enclosing of drainage waters in culverts or drains or rerouting shall be done by and at the expense of such owner.

The cost of construction and maintaining all roads not herein dedicated as City Streets and all access roads to this Binding Site Plan of Sunset Industrial Park unless the same are dedicated as City Streets, shall be the obligation of all the owners of the lots and/or of any additional lot owners that may be served by said roads, streets and/or alleys, and that the obligation to maintain shall be concurrently the obligation of any Corporation in whom title of said roads, streets, and/or alleys be held. In the event that the owners of any of these lots or the corporate owners of any of the roads, streets, and/or alleys or any additional lots served by these roads, streets, and/or alleys shall petition the City of Sedro-Woolley to include these roads, streets, and/or alleys in the road systems, said petitioner shall be obligated to bring the same to the City of Sedro-Woolley standards in all respects prior to acceptance by the City.

6. Easement for access and utilities affecting the Northwest 20 feet of Lots 20 and 21.

**D. AGREEMENT, AND THE TERMS AND PROVISIONS THEREOF:**

Between: City of Sedro Woolley  
And: John Falavolito  
Dated: March 30, 2000  
Recorded: May 26, 2000  
Auditor's No.: 200005260030  
Regarding: Settlement Agreement regarding zoning and use of subject property

E. Right to go upon the land adjacent to the centerline of railroad right-of-way, for a distance of 200 feet on each side thereon and cut down all trees dangerous to the operation of said railroad, as granted to Seattle and Northern Railway Company by instrument recorded May 31, 1890, in Volume 10 of Deeds, page 564.

**F. PROTECTIVE COVENANTS AND/OR EASEMENTS, BUT OMITTING RESTRICTIONS, IF ANY, BASED ON RACE, COLOR, RELIGION OR NATIONAL ORIGIN, A COPY OF WHICH IS HERETO ATTACHED:**

Dated: April 18, 1994  
Recorded: June 10, 1994  
Auditor's No.: 9406100052  
Executed By: Sunset Industrial Development Company, a partnership and William M. Snelson and Snelson Companies Employee's Profit Sharing Plan and Trust



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