



200410060077

Skagit County Auditor

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**AFTER RECORDING MAIL TO:**

**Donald Woolms**

1254 Fidalgo Rd  
Sedro Woolley, WA  
98284

Filed for Record at Request of  
First American Title Of Skagit County  
Escrow Number: B82726

**Statutory Warranty Deed** FIRST AMERICAN TITLE CO.  
B82726

**Grantor(s): Great American Dream, Inc. dba Landmark Building & Development**

**Grantee(s): Donald Woolms**

Lot 14, "FIDALGO COMMONS PUD"

**Assessor's Tax Parcel Number(s): 4817-000-014-0000, P120462**


**THE GRANTOR Great American Dream dba Landmark Building And Development** for and in consideration of **TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION** in hand paid, conveys and warrants to **Donald E. Woolms, an unmarried man,** the following described real estate, situated in the County of **Skagit,** State of **Washington.**

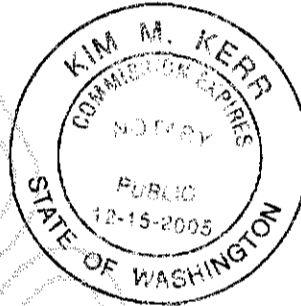
Lot 14, "FIDALGO COMMONS PUD", as per plat recorded May 30, 2003 under Auditor's File No. 200305300211, records of Skagit County, Washington.

Subject to Paragraphs A thru E of Schedule B-1 of First American Title Company's preliminary commitment no. B82726 attached hereto and made a part hereof by this reference.

Dated **September 29, 2004**

Great American Dream, Inc. dba Landmark Building & Development

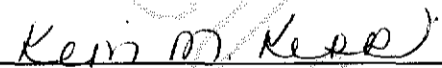
  
By: **John Ellis, President**



State of Washington }  
County of Skagit } SS:

I certify that I know or have satisfactory evidence **John Ellis** is the person who appeared before me, and said person(s) acknowledged that he signed this instrument, on oath stated he is authorized to execute the instrument and is **President of Great American Dream Inc dba Landmark Building and Development** to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Date: Sept. 29, 2004




Notary Public in and for the State of Washington

Residing at Mount Vernon

My appointment expires: 12/15/2005

# 5433  
SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

OCT 06 2004  
Amount Paid \$ 2034.22  
By  Skagit Co. Treasurer Deputy

Order No: B82726

**Schedule "B-1"**

**Exceptions:**

**A. EASEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF:**

Grantee: Puget Sound Energy, Inc.  
Dated: December 7, 2001  
Recorded: December 20, 2001  
Auditor's No: 200112200009  
Purpose: "... utility systems for purposes of transmission, distribution and sale of gas and electricity. . . "  
Area Affected: Portion of the Northeast 1/4 of the Northwest 1/4 of Section 30, Township 35 North, Range 5 East, W.M.

**B. EASEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF:**

Grantee: Puget Sound Energy, Inc.  
Dated: November 13, 2001  
Recorded: November 28, 2001  
Auditor's No: 200111280079  
Purpose: "... utility systems for purposes of transmission, distribution and sale of gas and electricity. . . "  
Area Affected: Portion of the Northeast 1/4 of the Northwest 1/4 of Section 30, Township 35 North, Range 5 East, W.M.

**C. EASEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF:**

Grantee: Puget Sound Energy, Inc.  
Dated: January 8, 2003  
Recorded: January 13, 2003  
Auditor's No: 200301130315  
Purpose: "... 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 streets, open space areas used as driveways and road rights-of-way.



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

Plat/Subdivision Name: Fidalgo Commons PUD  
Recorded: May 30, 2003  
Auditor's No: 200305300211

Said matters include but are not limited to the following:

1. Any lot within this subdivision will be subject to impact fees payable upon issuance of a building permit as outlined in the City of Sedro-Woolley Ordinance.
2. All roof and footing drains shall be connected to the on-site provided storm drain pipe stub.
3. Plat number and date of approval shall be included in all deeds and contracts.
4. Access to stormwater facilities and sewer main manholes to remain unobstructed for inspection and maintenance of the system.
5. No permanent building, deck, fencing or other structure shall be erected within the easements.
6. Natural vegetation is to remain within Tract C. No land clearing may occur without approval by the City of Sedro-Woolley.
7. All lots shall have an undivided interest in all tracts, except Tract D. Maintenance, upkeep and repair of tracts and private park and any facilities thereon shall be the responsibility of the homeowners association.
8. Private park and drainage Tract A is designated for use as a underground drainage infiltration and is to be maintained by the homeowners association.
9. All tracts except Tract D are for off street parking, recreational and landscaping purposes. The maintenance responsibility of the area is the homeowners association.
10. All streets/roads (Tract E) and stormwater facilities on this plat are private. The homeowners association shall be responsible for maintaining the said roadways and utilities. The City of Sedro-Woolley and P.U.D. No. 1 have easement over and under the roadways for maintenance, repair and construction of the City & P.U.D. No. 1 owned sanitary sewer and water main facility.
11. The subject property is within or near designated agricultural, forest or mineral resource lands on which a variety of commercial activities and management practices may occur that are not compatible with residential development for certain periods of limited duration.
12. All street trees outside of park area shall be installed in conjunction with the construction of the individual homes.
13. The City of Sedro-Woolley has an easement over and under the 7 feet and 10 feet utility easements, Tract E (road) and East 20 feet of Tract C for sanitary sewer and other public and municipal utilities and may assign the same.
14. Sewage: City of Sedro-Woolley
15. Storm: City of Sedro-Woolley



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16. Water: Skagit P.U.D. No. 1

17. Power: Puget Sound Energy

18. Phone: Verizon

19. Gas: Cascade Natural Gas

20. A non exclusive easement is hereby reserved for and granted to the City of Sedro-Woolley; Public Utility District No. 1 of Skagit County, Puget Sound Energy, Inc., Cascade Natural Gas Corporation; Verizon; and AT&T Cablevision and their respective successors and assigns under and upon the exterior seven (7) or ten (10) feet of all lots and tracts abutting public and private right-of-way, 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 service 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 to all unnecessary damage it causes to any real property owner in the subdivision by the exercise of rights and privileges herein granted. Property owner is prohibited from building improvements within this easement unless approval has been granted by the City Engineer.

21. 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 District to do all things necessary or proper in the construction and maintenance of a water, and communication 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 and communication lines or other similar public services over, across and 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 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(s) or to persons or property by reason of proximity to the line(s). The Grantor agrees that title to all brush, 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 in any way interfere with, obstruct or endanger the District's use of the easement.

22. Typical building setbacks:

Front Yard & Street:	20'
Rear Yard:	10'
Side Yard:	5'

23. Easement for access and utilities affecting Lots 7 and 9

24. Easement for access affecting Lots 15 and 16.



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E. PROTECTIVE COVENANTS AND/OR EASEMENTS, BUT OMITTING RESTRICTIONS, IF ANY, BASED ON RACE, COLOR, RELIGION OR NATIONAL ORIGIN:

Dated: May 30, 2003  
Recorded: May 30, 2003  
Auditor's No: 200305300212  
Executed by: Landed Gentry Development, Inc.

Said document was amended by documents recorded December 4, 2003 and December 22, 2003 under Auditor's File Nos. 200312040104 and 200312220004.



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