

AFTER RECORDING MAIL TO:
1162 South Burlington Boulevard LLC
2241 Hospital Drive
Sedro Woolley, Wa. 98284

200411150139
Skagit County Auditor
11/15/2004 Page 1 of 3 1:52PM

Filed for Record at Request of
First American Title Of Skagit County
Escrow Number: B82522

Statutory Warranty Deed

FIRST AMERICAN TITLE CO.
B82522

Assessor's Tax Parcel Number(s): 8010-000-001-0000 P108822, 8010-000-002-0000 P108823

THE GRANTOR Richard S. Duffy as Guardian of the Person and Estate of Marje W. Duffy per Court Order entered in Skagit County Superior Court Cause No. 02-4-00173 and Richards S. Duffy as Personal Representative of the Estate of Richard Duffy, deceased for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to 1162 South Burlington Boulevard LLC, the following described real estate, situated in the County of Skagit, State of Washington.

Parcels "A" and "B" of that certain City of Burlington Binding Site Plan, approved February 11, 1994 and recorded May 30, 1996 as Auditor's File No. 9605300101 in Volume 12 of Short Plats, Pages 105 and 106, records of Skagit County, Washington, on the following described property:

The North 124 feet of a Tract of land in the North 1/2 of the Northwest 1/4 of the Southwest 1/4 of Section 5, Township 34 North, Range 4 East, W.M., described as follows:

Beginning at a point on the East right-of-way line of State Highway No. 99, 30 feet East and 302.60 feet South of the Northwest corner of said subdivision; thence South 0 degrees 37' East along said State Highway right-of-way 143.65 feet to the Northwest corner of that certain tract conveyed to Emerson D. Grover and Henrietta A. Grover, his wife, by deed dated February 26, 1953 and recorded February 27, 1953 under Auditor's File No. 485371; thence South 89 degrees 33' 07" East along the North line of said Grover Tract 245.00 feet to the West line of "GILKEY'S ADDITION TO BURLINGTON", according to the plat recorded in Volume 7 of Plats, Page 29, records of Skagit County, Washington; thence North 0 degrees 37' West along the West line of said Gilkey's Addition 143.65 feet to the South line of that certain tract conveyed to Clarence Dolan and Addie Dolan, his wife, by deed dated February 14, 1950 and recorded February 25, 1950, under Auditor's File No. 442125; thence North 89 degrees 33' 07" West along the South line of said Dolan Property 245.00 feet to the point of beginning.

Subject to covenants, conditions, restrictions and easements as per attached Exhibit "A".

Dated: Nov. 2, 2004

Richard S. Duffy, personal rep

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Richard S. Duffy, Guardian

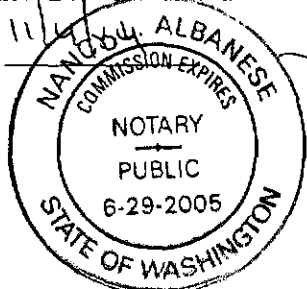
STATE OF Washington
COUNTY OF Skagit

NOV 15 2004

Amount Paid \$ 14,863.00
By Skagit Co. Treasurer
Deputy

I certify that I know or have satisfactory evidence that Richard S. Duffy, as personal representative and Guardian, is the person who appeared before me, and said person(s) acknowledged that he signed this instrument and acknowledge it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

Date:



Notary Public in and for the State of Washington
Residing at Anacortes
My appointment expires: 6-29-05

Exceptions:

A. EASEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF:

Grantee: The Pacific Telephone and Telegraph Company
Dated: April 12, 1927
Recorded: May 18, 1927
Auditor's No: 203792
Purpose: One anchor with the necessary wires and fixtures

B. EASEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF:

Grantee: Skagit Land Company
Dated: March 21, 1958
Recorded: April 22, 1958
Auditor's No: 570656
Purpose: Underground surface water drainage pipelines
Area Affected: The South 10.0 feet

C. MATTERS AS DISCLOSED AND/OR DELINEATED ON THE FACE OF THE FOLLOWING BINDING SITE PLAN:

Recorded In: Volume 12, Pages 105 and 106
Recorded On: May 30, 1996
Auditor's No: 9605300101

Said matters include but are not limited to the following:

1. Any question that may arise pertaining to the exact location of easements provided for on the Binding Site Plan recorded as Auditor's File No. 9605300101.
2. Parcel A and B of this Binding Site Plan are entitled by the recorded on this Binding Site Plan to a reciprocal easement for ingress, egress, parking and access to all utilities and common areas that are installed for the benefit of both Parcel A or B of this Binding Site Plan. Parcel B herein has access over and across Parcel A, and Parcel B's only access at the time of the recording of this Binding Site Plan is through Parcel A.

The foregoing easements, reservations and rights-of-way shall at all times be open and accessible to public utilities and their employees and contractors and shall also be open and accessible to the respective owners of either Parcel A and B, all of whom shall have the right and privilege of doing whatever may be reasonably necessary to carry out any of the purposes for which such easements, reservations and rights-of-way are reserved. Any restoration or repair needed as a result of any repairs or maintenance done by any utility company either public or private, will be done by that Company at its own expense.

3. Construction and Design: All buildings or improvements made on either Parcel A or Parcel B of this Binding Site Plan shall be in compliance with local, state and national building codes. No other restrictions apply.



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4. The City of Burlington Engineering, Building, Planning and other pertinent Departments shall review and approve development plans for either parcel of this Binding Site Plan. Use for either parcel must conform with all governmental regulations.

5. The cost of maintaining and repairing all common areas shall be borne by the respective owners of Parcel A and Parcel B on a pro-rata basis. The pro-rata formula will be calculated by taking the square footage of each respective parcel divided by the square footage of the entire area encompassed by the Binding Site Plan, less any area designated as special flood risk zone as delineated on the Binding Site Plan.

The common area is hereby defined to include all of those areas used for streets or other vehicular access to the site, sidewalks paralleling such streets, vehicular access ways, all lighting, landscaping or beautification, signage, drainage and storm water detention associated with such areas, any storm water detention system and all utilities. Every owner shall have a right and easement in and to the common area.

6. A common storm drainage system shall be constructed to benefit both parcels of this Binding Site Plan. The system shall be located on Parcel B and a cross-easement exists between Parcel A and Parcel B by the recording of this Binding Site Plan.

7. Declarants agree to form a property owners association in the event that Parcel A or B is sold. The property owners association shall be charged with the duty of administering this document for the benefit of the respective property owners and assessing all property owners any charges for the cost of maintaining the common areas.

8. Delinquency. Any common area assessment shall be deemed delinquent if not paid within 30 days of receipt of written notice. Delinquent assessments will be subject to a five percent (5%) late charge. Subsequent lack of payment will bear a monthly interest carrying charge of not less than an annual rate equal to the _____ prime rate plus two (2) percent.

9. Lien Rights. The property owners association if formed is hereby vested with the authority to record a lien against any such property for the collection of delinquent assessments, late fees, and interest owing against such property. Such claim of lien includes not only assessments which are due and payable when the claim of lien is recorded, plus interest, costs, attorney's fees and prior encumbrances and interest thereon, but also subsequent installments and additional assessments which accrue from the date of the claim of lien.

10. Legal Proceedings. Failure to comply with any of the terms of this document, or any regulations adopted subsequent to its recording, shall be grounds for relief which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any other remedies provided by law.

11. These easements, covenants and restrictions shall run with the land and benefit all subsequent owners of either Parcel A or B of the Binding Site Plan.

12. These easements, covenants and restrictions shall be modified only upon the approval of owners of both Parcel A and B of the Binding Site Plan.



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