

AFTER RECORDING MAIL TO:
Walter Martinez
1250 Fidalgo Place
Sedro Woolley, WA 98284

200411290094
Skagit County Auditor

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Filed for Record at Request of
Wells Fargo Escrow Company
Escrow Number: 04-01389-04

Statutory Warranty Deed FIRST AMERICAN TITLE CO.
B01046

Grantor(s): The Great American Dream, Inc., dba Landmark Building and Development
Grantee(s): Walter G. Martinez and Kandace J. Martinez
Abbreviated Legal:
Lot 13, "Fidalgo Commons PUD"
Additional legal(s) on page:
Assessor's Tax Parcel Number(s): 4817-000-013-0000 (P120461)

THE GRANTOR The Great American Dream, Inc., dba Landmark Building and Development, a Washington Corporation for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to Walter G. Martinez and Kandace J. Martinez, Husband and Wife the following described real estate, situated in the County of Skagit, State of Washington

Lot 13, "Fidalgo Commons PUD", as per plat recorded May 30, 2003 under Auditor's File No. 200305300211, records of Skagit County, Washington.

SUBJECT TO: Exhibit "A" hereto attached and made a part hereof.

Dated November 15, 2004

The Great American Dream, Inc., dba Landmark Building and Development

By: Diane Korthius

6368
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

NOV 29 2004

Amount Paid \$2661.10
Skagit Co. Treasurer
By Deputy

STATE OF Washington }
County of Skagit } SS:

I certify that I know or have satisfactory evidence that Diane Korthius

is/are the person(s) who appeared before me and said person(s) acknowledged that he/she/they signed this instrument on oath and stated that he/she/they is/are authorized to execute the instrument and acknowledge it as the Account Manager of The Great American Dream, Inc., dba Landmark Building and Development as the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: 11/18/04

Kelli A Mayo
Notary Public in and for the State of Washington
Residing at Sedro Woolley
My appointment expires: 6/19/2005



EXHIBIT "A"

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
(Copy attached)

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



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15. Storm: City of Sedro-Woolley
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, A COPY OF WHICH IS HERETO ATTACHED:

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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