AFTER RECORDING MAIL TO: SCI Properties, LLC



Filed for Record at Request of First American Title Of Skagit County Escrow Number: B83007

12/21/2004 Page

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3 3:38PM

Statutory Warranty Deed

Grantor(s): Dolores Mary Snelson, Trustee of the Credit Trust under The Snelson Family Revocable Living Trust dated May 6, 1994

Grantee(s): SCI Properties, LLC

FIRST AMERICAN TITLE CO.

Section 23, Township 35, Range 4; Ptn. SE aka Lot 1 of Binding Site Plan SW-01-93

Assessor's Tax Parcel Number(s): 8003-000-001-0000, P76959

THE GRANTOR Dolores Mary Snelson, Trustee of the Credit Trust under The Snelson Family Revocable Living Trust dated May 6, 1994 for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to SCI Properties, LLC the following described real estate, situated in the County of Skagit, State of Washington.

Lot 1 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 Southeast ¼ of Section 23, Township 35 North, Range 4 East, W.M., EXCEPT the South 108 feet thereof.

SUBJECT TO: Exceptions A-F as set forth in Exhibit "A" attached hereto and by this reference made a part hereof.

Dated 12/14/04

The Credit Trust under The Snelson Family
Revocable Living Trust dated May 6, 1994

DEC 2 1 2004

By: Dolores Snelson, Trustee

State of Washington
County of Skagit

I certify that I know or have satisfactory evidence _Dolores Snelson_ the person(s) who appeared before me, and said person(s) acknowledged that she signed this instrument, on oath stated she is authorized to execute the instrument and is Trustee of the Credit Trust under the Snelson Family Revocable Living Trust dated May 6, 1994 to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Date: PUBLIC OF WASHING

Notary Public in and for the State of Wash Residing at Arnacoules

My appointment expires: 2-2

Exceptions:

A. EASEMENTS OF RECORD AND AS DISCLOSED BY SAID SHORT PLAT, AS FOLLOWS:

- 1. 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;
- 2. Easement affecting a portion of said premises and for the purposes hereinafter stated as granted by instrument recorded December 29, 1954, under Auditor's File No. 511182, records of Skagit County, Washington, in favor of Public Utility District No. 1 of Skagit County, Washington, for water lines and affects the West 10 feet of said premises.
- B. MATTERS AS DISCLOSED AND/OR DELINEATED ON THE FACE OF THE FOLLOWING SHORT PLAT:

Short Plat No.:

SW-03-81

Auditor's No:

8405140022

Owners of Lot 1 shall participate in a street local improvement district for the construction of street improvements on Rhoades Road as required by the City of Sedro-Woolley.

C. EASEMENT AND PROVISIONS CONTAINED THEREIN:

Grantee:

Puget Sound Power & Light Company

Dated: Recorded: October 29, 1993 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 quarter corner monument of the said Section; thence North 88 degrees 55' 54" East, 15.0 feet to the true point of beginning; thence North 00 degrees 01' 35" East, 46.81 feet; thence North 60 degrees 44' 22" East, 1492.68 feet; thence South 00 degrees 00' 11" East, 103.83 feet; thence South 89 degrees 39' 51" East, 647.11 feet; thence South 00 degrees 20' 09" West, 324.57 feet; thence North 89 degrees 39' 51" West, 10.00 feet; thence South 00 degrees 20' 09" West, 200.34 feet; thence South 88 degrees 55' 54" West, 94.00 feet; thence South 00 degrees 20' 09" West, 108.00 feet; thence South 88 degrees 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.

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

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

E TERMS, COVENANTS, CONDITIONS, NOTES AND RESTRICTIONS CONTAINED IN SAID BINDING SITE PLAN, AS FOLLOWS:

Binding Site Plan No.:

SW-01-93

Recorded:

June 10, 1994

Auditor's No:

9406100051

- 1. Binding Site Plan Number 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 I, 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. 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, in 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.
- 5. 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.
- 6. The right 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 a 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.
- 7. 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, street 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.
- 8. Easement for access, drainage and utilities Affecting Lots 2-17

F. EASEMENT AND PROVISIONS THEREIN:

Grantee:

Puget Sound Power & Light Co.

Dated:

December 27, 1979

Recorded:

January 3, 1980

Auditor's No.:

8001030007

Purpose:

Right to enter said premises to operate, maintain, 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.

200412210133 Skagit County Auditor