

RETURN TO:

RUSSELL E. HUTCHISON, II
1230 FIDALGO PLACE
SEDRO WOOLLEY WA 98284



200603280061

Skagit County Auditor

3/28/2006 Page

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4 11:34AM

STATUTORY WARRANTY DEED

119874-P
LAND TITLE OF SKAGIT COUNTY

Reference # (if applicable)

Grantor(s):

LUZ A. SANCHEZ

Additional on Page:

Grantee(s):

RUSSELL E. HUTCHISON, II

Additional on Page:

Abbreviated Legal Description:

LOT 7, FIDALGO COMMONS P.U.D., 200305300211

Additional on Page:

Assessor's Tax Parcel ID#

4817-000-007-0000

THE GRANTOR LUZ A. SANCHEZ, A SINGLE PERSON

for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION

in hand paid, conveys and warrants to RUSSELL E. HUTCHISON, II, A MARRIED MAN AS HIS SEPARATE ESTATE

the following described real estate, situated in the County of SKAGIT State of Washington:
LOT 7, "FIDALGO COMMONS P.U.D.," AS PER PLAT RECORDED ON MAY 30, 2003, UNDER
AUDITOR'S FILE NO. 200305300211, RECORDS OF SKAGIT COUNTY, WASHINGTON.
SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.
SUBJECT TO: SEE EXHIBIT "A" ATTACHED HERETO.

#1404
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

MAR 28 2006

Dated: March 22, 2006

Amount Paid \$ 3730.32
By Skagit Co. Treasurer
Deputy

LUZ A. SANCHEZ

EXHIBIT "A"

3. Municipal assessments and impact fees, if any, levied by the City of Sedro-Woolley.
4. Assessments, if any, due and owing Settler's Square Community Association.

A. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Grantee: Puget Sound Energy, Inc., a Washington Corporation
Purpose: One or more utility systems for purposes of transmission, distribution and sale of 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.
Dated: January 8, 2003
Recorded: January 13, 2003
Auditor's No.: 200301130315

B. DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS FOR FIDALGO COMMONS P.R.D., AS HERETO ATTACHED:

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

FIRST AMENDMENT TO DECLARATION OF COVENANTS FOR FIDALGO COMMONS P.R.D.:

Recorded: December 4, 2003
Auditor's No.: 200312040104

SECOND AMENDMENT TO DECLARATION OF COVENANTS FOR FIDALGO COMMONS P.R.D.:

Recorded: December 22, 2003
Auditor's No.: 200312220004

C. P.U.D. UTILITY EASEMENT SHOWN ON FACE OF PLAT, AS FOLLOWS:

"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, 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."



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EXHIBIT "A"

D. Note shown on plat, as follows:

- 1.) Access to stormwater facilities and sewer main manholes to remain unobstructed for inspection and maintenance of the system.
 - 2.) Certification, as contained herein, comprises the declaration of the surveyor's professional judgment. It does not constitute a warranty or a guarantee, express or implied, nor does it relieve any other party of his responsibility to abide by contract documents, applicable codes, standards, regulations, and ordinances.
 - 3.) All lot corners and the points of curvature are marked on ground with a rebar and plastic plug marked "Summit 32169" unless noted otherwise.
 - 4.) No permanent building, deck, fencing or other structure shall be erected within the easements.
 - 5.) Natural vegetation is to remain within Tract C. No land clearing may occur without approval by the City of Sedro-Woolley.
 - 6.) 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.
 - 7.) Private park and drainage Tract A is designated for use as a underground drainage infiltration and is to be maintained by the Homeowners Association.
- All tracts except Tract D are for off street parking, recreational and landscaping purpose. The maintenance responsibility of the area is the Homeowners Association.
- 9.) 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. #1 have easement over and under the roadways for maintenance, repair and construction of the city and P.U.D. #1 owned sanitary sewer and watermain facility.
 - 10.) Legal description per First American Title Insurance Company, Order No. 68706.
 - 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 foot and 10 foot utility easements, Tract D (road) and East 20 feet of Tract C for sanitary sewer and other public and municipal utilities and may assign the same.

E. 15 foot access and utility easement as delineated on the face of the subject plat.
(Affects the Southeasterly 15 feet)



NOTARY PAGE

STATE OF WASHINGTON }
 } ss.
County of SKAGIT }

I hereby certify that I know or have satisfactory evidence that LUZ A. SANCHEZ

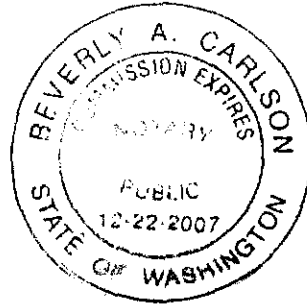
is the person(s) who appeared before me, and said person(s) acknowledged that (he, she, they) signed this instrument and acknowledged it to be (his, her, their) free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: March 23, 2006

Beverly A Carlson
Notary Public in and for the State of Washington

BEVERLY A CARLSON
Printed Name

Residing at Went
My appointment expires 12/22/2007



STATE OF WASHINGTON }
 } ss.
County of _____ }

I hereby certify that I know or have satisfactory evidence that _____

is the person(s) who appeared before me, and said person(s) acknowledged that (he, she, they) signed this instrument, on oath stated that _____
authorized to execute the instrument and acknowledge it as the _____
of _____ to be the free and voluntary
act of such party for the uses and purposes mentioned in this instrument.

Dated: _____

Notary Public in and for the State of Washington

Printed Name
Residing at _____
My appointment expires _____



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