

When recorded return to:

Mr. and Mrs. Adam Griffin
1527 N. 42nd Pl.
Mount Vernon, WA 98273



201102280216

Skagit County Auditor

2/28/2011 Page 1 of 4 4:06PM

Filed for Record at Request of
Wells Fargo Escrow Company
Escrow Number: 04-02661-10

Grantor: Wells Fargo Bank, N.A.
Grantee: Adam Griffin and Brandee Griffin

Tax Parcel Number(s): P111406

GUARDIAN NORTHWEST TITLE CO.

Abbreviated Legal: Lot 11, "PLAT OF THUNDERBIRD CREEK P.U.D"

99849

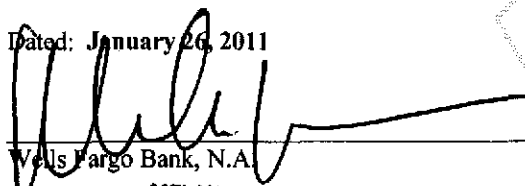
**SPECIAL WARRANTY DEED
(Not Statutory)**

THE Grantor Wells Fargo Bank, N.A., for and in consideration of Ten Dollars and
Other Good and Valuable Consideration in hand paid, bargains, sells, and conveys to Adam Griffin and Brandee
Griffin, Husband and Wife the following described estate, situated in the County of Skagit State of Washington:

Lot 11, "PLAT OF THUNDERBIRD CREEK P.U.D," as per plat recorded in Volume 16 of Plats, Pages
159 through 161, Inclusive, records of Skagit County, Washington.

Tax Parcel Number(s): P111406

Dated: January 26, 2011


Wells Fargo Bank, N.A.
MELANIE HOPKE
Vice President Loan Documentation

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
566
FEB 28 2011

Amount Paid \$ 1963.⁰⁰
Skagit Co. Treasurer
By *nam* Deputy

STATE OF Iowa }
COUNTY OF Dallas } SS:

I certify that I know or have satisfactory evidence that Melanie Hopke
VP is/are the person(s) who appeared before
me, and said person(s) acknowledge VP signed this instrument, on oath stated
is/are authorized to execute the instrument and acknowledge that as the
VP of Wells Fargo Bank, NA
to be the free and voluntary act of such party(ies) for the uses and purposes mentioned in this instrument.

Dated: 1/28/11

chad m kuhl

Notary Public in and for the State of _____
Residing at _____
My appointment expires: _____

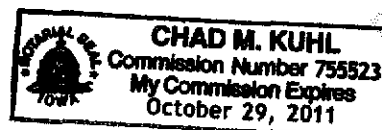
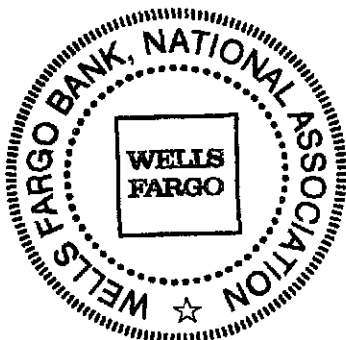


Exhibit "A"

A. AGREEMENT, AND THE TERMS AND CONDITIONS THEREOF:

Between: City of Mount Vernon, a Municipal Corporation
And: Joseph D. Woodmansee and Kimberly A. Woodmansee,
husband and wife, and M.R. Nilson, Inc., a Washington
Corporation
Dated: February 5, 1997
Recorded: February 27, 1997
Auditor's No: 9702270007
Regarding: Formation of Local Improvement District

B. EASEMENT AND PROVISIONS CONTAINED THEREIN:

Grantee: Puget Sound Power & Light Company
Recorded: March 22, 1994
Auditor's No: 9403220023
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
Affects: As shown on the face of the plat

Contains covenant prohibiting structures over said easement or other activity, which might endanger the underground system.

C. MATTERS DISCLOSED AND/OR DELINEATED ON THE FACE OF THE FOLLOWING PLAT/SUBDIVISION:

Plat/Subdivision Name: Thunderbird Creek P.U.D.
Recorded: March 14, 1997
Auditor's No.: 9703140053

Said matters include but are not limited to the following:

1. An easement for stormwater drainage/detention facilities common to the Plat of Thunderbird Creek P.U.D. is hereby granted to the City of Mount Vernon. Maintenance and operation of the stormwater control and water quality functions of these facilities is the responsibility of the City of Mount Vernon. Maintenance of perimeter fences, landscaping and plant materials, if any within this easement is the responsibility of the homeowners within the Plat of Thunderbird Creek P.U.D. The installation of fences, landscaping, or other items that may hinder any privilege granted to the City within the limits of the drainage/pond, ingress, egress and utility easements on Lots 16 and 17 shall be prohibited.

2. An easement for the purpose of conveying local storm water runoff is hereby granted in favor of all abutting lot owners in the areas designated as private drainage easements. The maintenance of private drainage easements established and granted herein shall be the responsibility of, and the costs thereof shall be borne equally by, the present and future owners of the abutting property and their heirs, personal representatives, and assigns.

The City of Mount Vernon is hereby granted the right to enter said easements for emergency purposes at its own discretion.

3. An easement is hereby reserved for and granted to the City of Mount Vernon, Public Utility District No. 1 of Skagit County, Puget Power, G.T.E., Cascade Natural Gas Corp. and TCI Cablevision of Washington, Inc. and their respective successors and assigns under and upon the exterior front boundary lines of all lots and tracts as shown hereon and other utility easements shown on the face of the plat, 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 services 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 for all unnecessary damage it causes to any real property owner in the subdivision by the exercise of rights and privileges herein granted.



201102280216
Skagit County Auditor

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 PUD 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 the 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 the 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 in any way interfere with, obstruct or endanger the District's use of the easement.

6. Any lot within this subdivision will become subject to impact fees payable upon issuance of a building permit.

7. Utility Sources:

- Telephone – G.T.E.
- Power – Puget Power
- Television – TCI Cablevision
- Storm – City of Mount Vernon
- Sewer – City of Mount Vernon
- Water – Public Utility District No. 1 of Skagit County

8. Tract "X" is to be boundary line adjusted to the adjoining property owner. The boundary line adjustment recognizes the existing line of occupation (fence line) to be the future property line. Tract "X" is not a separate building lot and said Tract is to be encumbered by the drainage easement shown hereon.

9. Tract "Y" is dedicated to the City of Mount Vernon as a corridor for the conveyance of storm water via Thunderbird Creek. This conveyance includes the Associated Wetlands and Native Growth Protection Area consistent with the City of Mount Vernon's critical areas ordinance.

10. Tract "Z" is to be used for the benefit of Lots 11, 12, 13, 14 and 15 of this Plat. The City of Mount Vernon and private utility companies for ingress, egress and utilities. The maintenance of the roadway within said Tract "Z" is the responsibility of said lot owners and the cost of which is to be shared equally. The City of Mount Vernon or any other utility grantee shall be responsible for all unnecessary damage it causes during maintenance of repair of their utilities.

11. No debris shall be placed with the 20-foot drainage easement to the City of Mount Vernon. Removal of debris, if necessary, shall be done at the expense of the lot owner. Any constructing or grading within this easement area must be approved by the City Engineer.

12. The maintenance of the roadway within the easement for Lots 16 and 17 is the responsibility of said lot owners.

13. "...use of the public forever, the streets, avenues, ways, places and Tract "Y", shown hereon and the use thereof for all public purposes consistent with the use thereof for public highway purposes or purposes as noted together with the right to make all necessary slope for cuts and fills upon the lots and blocks shown hereon in the original reasonable grading of all such streets and avenues shown hereon.

14. Building Set Backs:

Front Yard: 20' minimum (lots and street corners are considered to have two front yards)
Rear yard: 20'
Side Yard: Minimum 5' (Total 15')



201102280216
Skagit County Auditor

2/28/2011 Page

3 of

4 4:06PM

LPB

15. 10' utilities easement adjacent to North 42nd Place and E. College Way.
16. 20' drainage easement affecting Lots 1 – 7.
17. 20' landscaping easement affecting Lots 8, 9 and open space area
18. 25' private drainage easement affecting Lots 13 – 17
19. 20' easement to PUD No. 1 affecting Lots 5 and 6
20. Location of existing wire fence affecting Lots 1 – 7
21. 15' utility and drainage easement affecting Lots 8 and 9
22. Drainage, utilities and public non-motorized transportation easement affecting open space area.
23. 25' ingress, egress and utility easement for Lots 16 and 17, affecting Lots 16 and 17
24. Wetland locations



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