

When recorded return to:

Ms. Teresa R. Meche  
4739 Mount Baker Loop  
Mount Vernon, WA 98273



201303070071  
Skagit County Auditor

3/7/2013 Page 1 of 4 3:51PM

Filed for Record at Request of  
Land Title and Escrow  
Escrow Number: 144394-OE

Grantor: Debroah J. Minne, as Personal Representative of the Estate of Sheila Rose Bailey  
Grantee: Teresa R. Meche

LAND TITLE OF SKAGIT COUNTY

BARGAIN AND SALE DEED

THE GRANTOR DEBORAH J. MINNE, as Personal Representative of the Estate of Sheila Rose Bailey, deceased for and in consideration of ONE HUNDRED THIRTY FIVE THOUSAND AND NO/100 Dollars \$ 135,000.00, in hand paid, bargains, sells, and conveys to TERESA R. MECHE, an unmarried woman the following described estate, situated in the County of Skagit, State of Washington:

Unit 716, "CASCADE PALMS CONDOMINIUM - EAST 1/2 OF PHASE 3," as per Survey Map and Set of Plans recorded August 28, 2006, under Auditor's File No. 200608280229 and as described in that certain Condominium Declaration recorded November 3, 2003 under Auditor's File No. 200311030251; First Amendment to said Declaration recorded August 8, 2005 under Auditor's File No. 200508080174; Second Amendment to said Declaration recorded August 28, 2006, under Auditor's File No. 200608280228; Third Amendment to said Declaration recorded June 22, 2007, under Auditor's File No. 200706220126; Fourth Amendment to said Declaration recorded May 5, 2008, under Auditor's File No. 200805050116; Fifth Amendment to said Declaration recorded November 12, 2008, under Auditor's File No. 200811120052; Sixth Amendment to said Declaration recorded August 10, 2010, under Auditor's File No. 201008100046, records of Skagit County, Washington.

Situate in the City of Sedro-Woolley, County of Skagit, State of Washington.

Tax Parcel Number(s): 4903-000-716-0000, P119784

Subject To: Exhibit "A" attached hereto and made part hereof

Dated: March 4<sup>th</sup>, 2013

Debroah J. Minne, as Personal Representative of the  
Estate of Sheila Rose Bailey

Deborah J. Minne  
By: Deborah J. Minne, Personal Representative

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX  
2013 781

MAR 07 2013



STATE OF Washington  
County of Skagit

Amount Paid \$ 2408.00  
By, Skagit Co. Treasurer  
SS: M. M. M. Deputy

I certify that I know or have satisfactory evidence that Deborah J. Minne  
signed this instrument, on oath stated that She is  
authorized to execute the instrument and acknowledged it as the Personal Representative  
of The Estate of Shelia Rose Bailey to be the free and voluntary act of such  
party for the uses and purposes mentioned in this instrument.

Dated: 3/5/13

Eliese Maria Farrell  
Notary Public in and for the State of Washington  
Residing at La Crosse  
My appointment expires: 6/28/16

EXHIBIT "A"

EXCEPTIONS:

A. NOTES CONTAINED ON THE FACE OF SHORT PLAT NO. SW-7-79, AS FOLLOWS:

1. All maintenance and construction of private roads are the responsibility of the lot owners and the responsibility of maintenance shall be in direct relationship to usage of road;
2. Short Plat Number and date of approval shall be included in all deeds and contracts;
3. Zoning - CAD (Commercial Arterial) & RB (Residential Buffer);
4. Sewage Disposal - Sanitary sewer;
5. Water - P.U.D.;

B. COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN INSTRUMENT:

Recorded: October 10, 1997  
Auditor's No.: 9710100089  
As follows: Boundary Line Adjustment: The above described property will be combined or aggregated with contiguous property owned by the Grantee. This boundary line adjustment is not for the purpose(s) of creating an additional building lot. This boundary line adjustment is approved by the undersigned official of City of Sedro Woolley. Also, the above described parcel is to be aggregated with the remaining portions of Tract 3 of Sedro-Woolley Short Plat No. SW-7-79 as approved September 4, 1980, and recorded September 4, 1980, in Volume 4 of Short Plats, page 169, under Auditor's File No. 8009040011, records of Skagit County, Washington.

C. ACCESS EASEMENT AND MAINTENANCE AND IMPROVEMENT AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

Grantor: William A. Stiles, Jr. and Betty M. Stiles, husband and wife, as an undivided 3/4 interest, and Maxine Breier, as her separate estate, as to an undivided 1/4 interest.  
Grantee: Philip Mihelich and Marilyn Mihelich, husband and wife  
Area Affected: The Northerly 30 feet of a strip of land 40 feet wide, lying North of, adjacent to, and contiguous with the North line of Lot 2, Short Plat No. SW-07-79 filed in Volume 4 of Short Plats, page 169, under Auditor's File No. 8009040011, and lying West of the Northerly projection of the East line of said Lot 2.  
Dated: March 16, 2001  
Recorded: March 23, 2001  
Auditor's No.: 200103230145

D. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Grantee: Puget Sound Energy, Inc., a Washington Corporation  
Purpose: The right to construct, operate, maintain, repair, replace, improve, remove, enlarge, and use the easement area for one or more utility systems for purposes of transmission, distribution and sale of electricity.  
Area Affected: An easement area 10 feet in width having 5 feet of such width on each side of a centerline described as follows: As constructed on the above described property.  
Dated: Not disclosed  
Recorded: November 4, 2002  
Auditor's No.: 200211040108

E. DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS OF CASCADE PALMS BINDING SITE PLAN AND THE TERMS AND CONDITIONS THEREOF:

Executed By: William A. Stiles Jr. and Betty M. Stiles, husband and wife  
Dated: November 6, 2002  
Recorded: November 12, 2002  
Auditor's No.: 200211120150



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**F. JOINT PRIVATE UTILITY MAINTENANCE AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:**

Between: Trail Investments, LLC, a Washington Limited Liability Company (Cascade Palms), William A. Stiles, Jr. and Betty M. Stiles, husband and wife (Stiles)  
And: BLA Investments, LLC, a Washington Limited Liability Company (Atkinson)  
Dated: November 7, 2002  
Recorded: November 12, 2002  
Auditor's No.: 200211120151

**G. DEDICATION AND DECLARATION -**

"Know all men by these presents that the undersigned, being owners hereby declare this binding site plan and dedicate to the use of the lot owners of Cascade Palms etc. forever the road & utility easements as shown on this plan. Also, the right to make all necessary slopes for cuts and fills upon the lots, blocks and tracts in any reasonable grading of the driveways and utilities; and hereby waiver all claims for damages against any government authority which may be occasioned to the adjacent land by the established construction of road/driveway, drainage and other utilities."

**H. UTILITY EASEMENT PROVISIONS -**

"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 of Washington, Inc., and their respective successors and assigns under and upon the exterior five (5) feet of all lots and tracts abutting common open space, 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."

**I. PUD UTILITY EASEMENT -**

"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."

**J. NOTES -**

1. Binding site plan number and date of approval shall be included in all deeds and contracts;
2. All maintenance and construction of roads shall be the responsibility of the Homeowners Association with the lot owners as member. See Maintenance Agreement recorded in AF No. 200211120150.



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EXHIBIT "A" (cont'd)

EXCEPTIONS CONTINUED:

K. DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND RESERVATIONS FOR CASCADE PALMS, AN ADULT CONDOMINIUM, AND THE TERMS AND CONDITIONS THEREOF:

Executed By: William A. Stiles and Betty M. Stiles, husband and wife,  
and Trail Investments, LLC, a Washington Limited  
Liability Company  
Recorded: November 3, 2003  
Auditor's No.: 200311030251

First Amendment to said Declaration recorded August 8, 2005 under Auditor's File No. 200508080174; Second Amendment to said Declaration recorded August 28, 2006, under Auditor's File No. 200608280228; Third Amendment to said Declaration recorded June 22, 2007, under Auditor's File No. 200706220126; Fourth Amendment to said Declaration recorded May 5, 2008, under Auditor's File No. 200805050116; Fifth Amendment to said Declaration recorded November 12, 2008, under Auditor's File No. 200811120052, Sixth Amendment to said Declaration recorded August 10, 2010, under Auditor's File No. 201008100046.

L. AGREEMENT AND THE TERMS AND CONDITIONS THEREOF

Between: William A. Stiles  
And: City of Sedro-Woolley  
Dated: November 26, 2003  
Recorded: December 1, 2003  
Auditor's No.: 200312010207  
Regarding: Future sewer connection charges

M. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Grantee: Comcast of Washington IV, Inc.  
Purpose: To construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time a broadband communications system consisting of wires, underground conduits, cables, pedestals, vaults, and including but not limited to above ground enclosures, markers and concrete pads or other appurtenant fixtures and equipment necessary or useful for distributing broadband services and other like communications.  
Area Affected: Five (5) feet on either side of existing "System"  
Dated: October 1, 2003  
Recorded: March 23, 2004  
Auditor's No.: 200403230073



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