When recorded return to: Dennis Rogers 702 Cascade Palms Court Sedro Woolley, WA 98284



Skagit County Auditor

\$75.00

1/24/2014 Page

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1:46PM

Filed for record at the request of:



425 Commercial

Mount Vernon, WA 98273 Escrow No.: 620020033

CHICAGO TITLE

# STATUTORY WARRANTY DEED

THE GRANTOR(S) Bietta Purvis, an unmarried individual

for and in consideration of Ten And No/100 Dollars (\$10.00), and other valuable consideration in hand paid, conveys, and warrants to Dennis Rogers, an unmarried individual

the following described real estate, situated in the County of Skagit, State of Washington:

Unit 702, Building 5, "CASCADE PALMS CONDOMINIUM - EAST 1/2 of PHASE 3," according to the declaration thereof, recorded August 28, 2006, under Auditor's File No. 200608280228, records of Skagit County, Washington, said East 1/2 of Phase 3 being Multi-Family Sub Lots 9, 10, 11 and 12, Cascade Palms Binding Site Plan No. 02-973, recorded November 12, 2002, under Auditor's File No. 200200010149, records of Skagit County, Washington.

Situate in Skagit County, Washington

Statutory Warranty Deed (LPB 10-05) WA0000059 doc/ Updated: 07:30.13

Abbreviated Legal: (Required if full legal not inserted above.)

Tax Parcel Number(s): P119779, 4903-000-702-0000

Subject to: Conditions, covenants, restrictions and easements of record as more fully described in Chicago Title Company Order 620020033, Schedule B, Special Exceptions; and Skagit County Right To Farm Ordinance, which are attached hereto and made a part hereof.

Dated: January 22, 2014 **SKAGIT COUNTY WASHINGTON REAL ESTATE EXCISE TAX** 2014265 JAN 2 4 2014 Amount Paid \$ 2.30/. 20 Skagit Co. Treasurer mam Deputy I certify that I know or have satisfactory evidence that BieHa is/are the person(s) who appeared before me, and said person(s) acknowledged that (he/she/they) signed this of instrument and acknowledged it to be (his/her/their) free and voluntary act for the uses and purposes mentioned in this instrument. arcia Name: Notary Public in and for the State of sedvo-Wooll Residing at: My appointment expires:

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WA-CT-FNRV-02150,620019-620020033



#### Special Exceptions

Easement, including the terms and conditions thereof, granted by instrument(s);

November 4, 2002 Recorded:

Auditor's No(s).: 200211040108, records of Skagit County, Washington

Puget Sound Energy, Inc. In favor of:

Electric transmission and/or distribution line, together with necessary For:

appurtenances

Affects: As constructed

2 PUD utility easement provisions contained on the face of said Cascade Palms Binding Site Plan, 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.

3. Utility easement provisions contained on the face of said plat, as follows:

> 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) 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.

4. Notes on the face of Cascade Palms Binding Site Plan, as follows:

> Binding Site Plan and date of approval shall be included in all deeds and Α contracts.

R 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 AFNo. 200211120150.

C. Per Developers, no ingress or egress, porches, doors or intrusions into 5' setbacks.

D. Zoning - AC & MF2.

Ε. Water Source: PUD #1.

F, Sewage Source: City of Sedro-Woolley.

Drainage setbacks as delineated on the face of Cascade Palms Binding Site Plan 5.

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## SCHEDULE "B"

## Special Exceptions

- Landscaped infiltration and detention pond as delineated on the face of Cascade Palms Binding Site Plan.
- Easement contained in Dedication of said plat; 7.

All necessary slopes for cuts and fills For

Affects: Any portions of said premises which abut upon streets, avenues, alleys

and roads

8. Agreement, including the terms and conditions thereof; entered into;

Trail Investments LLC By:

William A. Stiles Jr. and Betty M. Stiles, husband and wife, et al And Between:

Recorded: November 12, 2002

Auditor's No. 200211120151, records of Skagit County, Washington

Providing: Joint Private Utility Maintenance Agreement

Revised Joint Private Utility Maintenance Agreement;

Recorded: August 10, 2010 201008100047 Recording No.:

9. Covenants, conditions, restrictions, and easements contained in declaration(s) of restriction, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law;

November 12, 2002 Recorded:

Auditor's No(s).: 200211120150, records of Skagit County, Washington

Executed By: William A. Stiles, Jr., et al.

10 Easement, including the terms and conditions thereof, granted by instrument(s);

Recorded: January 15, 2003

Auditor's No(s).: 200301150028, records of Skagit County, Washington

In favor of: Public Utility District No.1

For: All things necessary or proper in the construction and maintenance of a water and communication lines or other similar public service related

facility

11. Terms, covenants, conditions, easements, and restrictions And liability for assessments contained in Declaration of Condominium, but omitting any covenant or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by law;

Recorded: November 3, 2003

Auditor's No.: 200311030251, records of Skagit County, Washington

AMENDED by instrument(s):

August 8, 2005, August 28, 2006, June 22, 2007, May 5, 2008, November Recorded:

12, 2008 and August 10, 2010

200508080174, 200608280228, 200706220126, 200805050116, Auditor's No(s).:

200811120052, and 201008100046, records of Skagit County, Washington

12. Agreement, including the terms and conditions thereof; entered into;

City of Sedro Woolley Bv: And Between: William A. Stiles, Jr., et al. Recorded: December 1, 2003

Auditor's No. 200312010207, records of Skagit County, Washington Providing: Agreement Regarding ULID 1994-2 Assessments

13. Easement and Agreement, including the terms and conditions thereof, granted by

instrument(s);

Recorded: March 23, 2004

Auditor's No(s).: 200403230073, records of Skagit County, Washington

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#### SCHEDULE "B"

Special Exceptions

In favor of: Comcast of Washington IV, Inc.

For: Broadband communication services

14. Agreement, including the terms and conditions thereof; entered into;

Between: William A. Stiles Jr. and Betty M. Stiles, husband and wife and Maxine

Breier, as her separate estate

And: Philip Mihelich and Marilyn Mihelich, husband and wife

Dated: March 16, 2001 Recorded: March 23, 2001

Auditor's File No.: 200103230145, records of Skagit County, Washington Regarding: Access easement and maintenance and improvement

15. Assessments, if any, levied by City of Sedro-Woolley.

16. City, county or local improvement district assessments, if any.

17. Assessments, if any, levied by Cascade Palms Condominium Unit Owners' Association.

18. General and special taxes and charges, payable February 15; delinquent if first half unpaid on May 1 or if second half unpaid on November 1 of the tax year.

## SKAGIT COUNTY RIGHT TO FARM ORDINANCE

If your real property is adjacent to property used for agricultural operations, or included within an area zoned for agricultural purposes, you may be subject to inconvenience or discomfort arising from such operations, including but not limited to, noise, odors, flies, fumes, dust, smoke, the operation of machinery of any kind during a twenty-four (24) hour period (including aircraft), the storage and disposal of manure, and the application by spraying or otherwise of chemical fertilizers, soil amendments, herbicides and pesticides. Skagit County has determined that the use of real property for agricultural operations is a high priority and favored use to the county and will not consider to be a nuisance those inconveniences or discomforts arising from agricultural operations, if such operations are consistent with commonly accepted good management practices and comply with local, State and Federal laws.

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