

When recorded return to:

Richard A. Hubbard, Nenita Schmidt
1258 Fidalgo Place
Sedro Woolley, WA 98284

Recorded at the request of:
Guardian Northwest Title & Escrow
File Number B94574



200805050151
Skagit County Auditor

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Statutory Warranty Deed

GUARDIAN NORTHWEST TITLE CO.
B94574E-1

THE GRANTORS John Seilheimer and Lady M. Seilheimer, husband and wife for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to Richard A. Hubbard, a single individual and Nenita Schmidt, a single individual the following described real estate, situated in the County of Skagit, State of Washington

Abbreviated Legal:

Lot 15, "FIDALGO COMMONS PUD"

Tax Parcel Number(s): P120463, 4817-000-015-0000

Lot 15, "FIDALGO COMMONS PUD", as per plat recorded May 30, 2003 under Auditor's File No. 200305300211, records of Skagit County, Washington.

SUBJECT TO Covenants, Conditions, Restrictions and easements as per Schedule B-1 attached hereto and made a part hereof.

Dated

4/20/08

John Seilheimer

Lady M. Seilheimer

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

1386
MAY 05 2008

STATE OF Washington

COUNTY OF Skagit

SS:

Amount Paid \$ 3328.26
By Skagit Co. Treasurer
Deputy

I certify that I know or have satisfactory evidence that John Seilheimer and Lady M. Seilheimer, the persons who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument and acknowledge it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

Date:

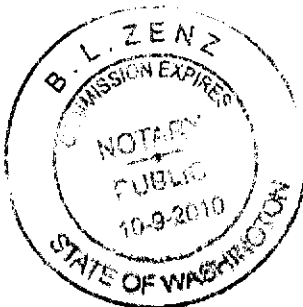
4-30-08

Notary Public in and for the State of

Residing at

My appointment expires:

Washington



Schedule "B-1"

EXCEPTIONS:

A. EASEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF:

Grantee: Puget Sound Energy, Inc.
Dated: December 7, 2001
Recorded: December 20, 2001
Auditor's No: 200112200009
Purpose: "... utility systems for purposes of transmission, distribution and sale of gas and electricity. . . ."
Area Affected: Portion of the Northeast 1/4 of the Northwest 1/4 of Section 30, Township 35 North, Range 5 East, W.M.

B. EASEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF:

Grantee: Puget Sound Energy, Inc.
Dated: November 13, 2001
Recorded: November 28, 2001
Auditor's No: 200111280079
Purpose: "... utility systems for purposes of transmission, distribution and sale of gas and electricity. . . ."
Area Affected: Portion of the Northeast 1/4 of the Northwest 1/4 of Section 30, Township 35 North, Range 5 East, W.M.

C. EASEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF:

Grantee: Puget Sound Energy, Inc.
Dated: January 8, 2003
Recorded: January 13, 2003
Auditor's No: 200301130315
Purpose: "... utility systems for purposes of transmission, distribution and sale of gas and 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.



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

Plat/Subdivision Name: Fidalgo Commons PUD
Recorded: May 30, 2003
Auditor's No: 200305300211

Said matters include but are not limited to the following:

1. Any lot within this subdivision will be subject to impact fees payable upon issuance of a building permit as outlined in the City of Sedro-Woolley Ordinance.
2. All roof and footing drains shall be connected to the on-site provided storm drain pipe stub.
3. Plat number and date of approval shall be included in all deeds and contracts.
4. Access to stormwater facilities and sewer main manholes to remain unobstructed for inspection and maintenance of the system.
5. No permanent building, deck, fencing or other structure shall be erected within the easements.
6. Natural vegetation is to remain within Tract C. No land clearing may occur without approval by the City of Sedro-Woolley.
7. 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.
8. Private park and drainage Tract A is designated for use as a underground drainage infiltration and is to be maintained by the homeowners association.
9. All tracts except Tract D are for off street parking, recreational and landscaping purposes. The maintenance responsibility of the area is the homeowners association.
10. 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. No. 1 have easement over and under the roadways for maintenance, repair and construction of the City & P.U.D. No. 1 owned sanitary sewer and water main facility.
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 feet and 10 feet utility easements, Tract E (road) and East 20 feet of Tract C for sanitary sewer and other public and municipal utilities and may assign the same.
14. Sewage: City of Sedro-Woolley
15. Storm: City of Sedro-Woolley
16. Water: Skagit P.U.D. No. 1
17. Power: Puget Sound Energy
18. Phone: Verizon



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19. Gas: Cascade Natural Gas

20. 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 and their respective successors and assigns under and upon the exterior seven (7) or ten (10) feet of all lots and tracts abutting public and private right-of-way, 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.

21. 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 and 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.

22. Typical building setbacks:

Front Yard & Street:	20'
Rear Yard:	10'
Side Yard:	5'

23. Easement for access and utilities affecting Lots 7 and 9

24. Easement for access affecting Lots 15 and 16.

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

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

Said document was amended by documents recorded December 4, 2003 and December 22, 2003 under Auditor's File Nos. 200312040104 and 200312220004.



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Skagit County Auditor