



200407160074
Skagit County Auditor

7/16/2004 Page 1 of 4 11:32AM

AFTER RECORDING MAIL TO:

PATRICK H. WHEELER and LAURA K. WHEELER
1310 NORTH 14TH PLACE
MOUNT VERNON, WA 98273

STATUTORY WARRANTY DEED

Escrow No.: 14639
Title Order No.: 81601

FIRST AMERICAN TITLE CO.

81601

THE GRANTOR(S)

D.B. JOHNSON CONSTRUCTION, INC., A Washington Corporation

for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys, and warrants to

PATRICK H. WHEELER and LAURA K. WHEELER, Husband and Wife

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

LOT 4 KULSHAN RIDGE P.U.D. RECORDED OUTOBER 9, 2003 UNDER AUDITOR'S FILE NO. 200310090064 RECORDS OF SKAGIT COUNTY, WASHINGTON.

Assessor's Property Tax Parcel/Account Number: 4824-000-004-000 P120884

SUBJECT TO: See Exhibit "A" attached hereto.

Dated: JULY 8, 2004

D.B. JOHNSON CONSTRUCTION, INC., A Washington Corporation

BY: Marie English
MARIE ENGLISH, MANAGER

3665
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

JUL 16 2004

Amount Paid \$ 3090³¹
Skagit Co. Treasurer
By [Signature] Deputy

STATE OF Washington
) ss.
COUNTY OF Snohomish

I certify that I know or have satisfactory evidence that MARIE ENGLISH is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath, stated that she was authorized to execute the instrument and acknowledged it as the MARIE ENGLISH of D.B. JOHNSON CONSTRUCTION, INC. to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: day of July, 2004.

Robert M Livesay
ROBERT M. LIVESAY
Notary Public in and for the State of Washington
residing at MARYSVILLE
My Commission Expires: 06/09/05

ROBERT M LIVESAY
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
JUNE 9 2005

EXHIBIT A

A. RESERVATIONS CONTAINED IN DEED

Executed by: Charles T. Swett and Beryl Swett, husband and wife
Recorded: March 1, 1946
Auditor's No: 388909
As Follows:

- (a) Reserving, however, unto the grantors herein their heirs or assigns, the right to use the easement, herein granted, jointly with said grantees.
- (b) The grantors herein limit their warranty to the above described premises, excepting however from such warranty the South 208 feet of that portion contained in the easement grant.

B. EASEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF:

Grantee: City of Mount Vernon, Washington, a municipal corporation
of Skagit County, State of Washington
Dated: September 20, 1962
Recorded: September 20, 1962
Auditor's No: 626799
Purpose: The right to lay, maintain, operate, relay and remove at any
time a sewer pipe or line, for the transportation of sewage,
and if necessary to erect, maintain, operate and remove said
line, with right of ingress and egress to and from the same,
on, over and through a tract of land (subject property)
Area Affected: South 10 feet of the East 210 feet

C. EASEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF:

Grantee: City of Mount Vernon, Washington
Dated: March 1, 1996
Recorded: March 4, 1996
Auditor's No: 9603040076
Purpose: "...City to construct, or cause to be constructed, maintain,
replace, reconstruct, and remove storm sewer and drainage
facilities, with all appurtenances incident thereto..."
Area Affected: Portion of subject property

D. EASEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF:

Grantee: Puget Sound Energy, Inc., a Washington corporation
Dated: January 13, 2003
Recorded: January 21, 2003
Auditor's No: 200301210215
Purpose: "... utility systems for purposes of transmission, distribution
and sale of gas and electricity. ..."
Area Affected: Portion of subject property

"Easement No. 1: All streets and road rights-of-way as now or hereafter designed, platted and/or constructed. (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, green belt areas and open spaces located within the above described property being parallel to and coincident with the boundaries of all private/public streets and road rights-of-way."

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

Plat/Subdivision Name: Kulshan Ridge P.U.D.
Recorded: October 9, 2003
Auditor's No: 200310090064
(Copy attached)

Said matters include but are not limited to the fr



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1. "Know all men by these presents that we, the undersigned owners in the fee simple or contract purchaser and mortgage holder of the land hereby platted, hereby declare this Kulshan Ridge P.U.D. and dedicate to the public forever, all streets, avenues, ways, boulevards, drives, places, circles, courts, lanes and loops shown thereon and the use thereof for all public purposes not inconsistent with the use thereof for public highway purposes; also the right to make all necessary slopes for cuts and fills upon the lots and blocks shown on this Plat in the original reasonable grading of the streets, avenues, ways, boulevards, drives, places, circles, courts, lane and loops shown hereon. Tracts 997 and 999 (Detention Ponds) and Tract 998 (Protected Critical Area) as shown on the face of this plat is hereby dedicated."

2. An easement for the purpose of conveying local stormwater 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, the cost 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. Open Space Tract 998 shall be owned by the City. This open space tract contains wetlands, stream corridors and native growth protection areas. All lots within the development shall have the right to an easement for the maintenance of the open space tract. The cost of maintenance of the open space tract shall be borne by the Homeowners Association. Removal of trees within these native growth protection areas, wetlands and stream corridors shall be limited to those which after consultation of the City, are determined to be dead, diseased, or hazardous. No clearing, grading or filling of any kind, building construction, dumping of yard debris, or road construction shall occur within the open space Tract 998, except for vegetation replacement, or utility installation. No adjustment to the boundary of these areas shall occur unless approved through the formal replatting process.

4. Detention Pond Tracts 997 and 999 shall be owned by the City. The detention ponds and drainage systems located within these tracts shall be maintained by the City. The Homeowner's Association shall be responsible for the maintenance and upkeep of the landscaped areas within these tracts.

5. A 15' No-Cut Vegetation Easement is hereby reserved along the South 15 feet of Lots 3 - 7 and 13 - 16. The individual property owners of these lots are responsible for the maintenance of the trees within this easement. Trees may be removed and replaced only if, after consultation with the City, they are found to be dead, diseased or hazardous. No structures except for fences may be placed within the easement.

6. A native growth protection area is located in the rear yards of Lots 7 - 11 and Lots 16 - 24. The boundary is defined by the split rail fence. No clearing, grading or filling of any kind, building construction, fences or dumping of yard debris are allowed within these areas. Removal of trees within these native growth protection areas shall be limited to those which after consultation of the City are determined to be dead, diseased, or hazardous.

7. No clearing, grading or filling of any kind, building construction, dumping of yard debris, or road construction shall occur within the wetland buffer, except for vegetation replacement, or utility installation.

8. All installed landscaping within this plat including the trees in the public right-of-way shall be maintained by the Homeowner's Association of record.



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9. A non-exclusive easement is hereby reserved for and granted to the City of Mount Vernon, 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 ten (10) feet of all lots and tracts abutting public 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.

- 10. Location of landscape items, including stipulation(s) regarding "existing trees to remain".
- 11. Picnic area location.
- 12. 25 foot wetland buffer (Affects Tracts 997, 998, 999, Lots 20 - 25, Lots 9 - 11)
- 13. 10 foot utility easement (Affects exterior portion of all lots abutting streets)
- 14. 10 foot private drainage easement (Affects Lots 13 - 24, 3 - 10)
- 15. 12 foot private drainage easement (Affects Lots 15 - 17, 4 - 6 and Lot 1)
- 16. 10 foot trail easement to school
- 17. Stream buffer
- 18. Building set back lines
- 19. 15 foot no cut vegetation easement (Affects Lots 3 - 7, 13 - 16)
- 20. 30 foot landscape buffer (Affects Lots 3 - 7, 13 - 16)
- 21. Delineation of sidewalk easement

F. PROTECTIVE COVENANTS AND/OR EASEMENTS, BUT OMITTING RESTRICTIONS, IF ANY, BASED ON RACE, COLOR, RELIGION OR NATIONAL ORIGIN, A COPY OF WHICH IS HERETO ATTACHED:

Dated: September 15, 2003
Recorded: October 9, 2003
Auditor's No: 200310090065
Executed by: Martin Loberg

ABOVE COVENANTS, CONDITIONS AND RESTRICTIONS WERE AMENDED AS HERETO ATTACHED:

Recorded: October 31, 2003 and December 8, 2003
Auditor's Nos: 200310310181 and 200312080151

