

AFTER RECORDING MAIL TO:  
Stephanie David  
739 Cascade Palms Court  
Sedro Woolley, WA 98284



200601310110  
Skagit County Auditor  
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Filed for Record at Request of  
Wells Fargo Escrow Company  
Escrow Number: 04-01615-05

### Statutory Warranty Deed

Grantor(s): Trail Investments, LLC  
Grantee(s): Stephanie E. David  
Abbreviated Legal:  
Unit 739, Building 1, "Cascade Palms Condominium, Phase 1"  
Additional legal(s) on page:  
Assessor's Tax Parcel Number(s): 8042-000-001-0100/P119762

FIRST AMERICAN TITLE CO.  
87058-1

THE GRANTOR Trail Investments, LLC, a Washington Limited Liability Company for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to Stephanie E. David, a Single Person the following described real estate, situated in the County of Skagit, State of Washington

Unit 739, Building 1, "Cascade Palms Condominium, Phase 1", recorded November 3, 2003, under Auditor's File No. 200311030250, records of Skagit County, Washington, said Phase 1 being Multi-Family Sub Lots 1,2,3 and 4, Phase 1, Cascade Palms Binding Site Plan No. 02-973, recorded November 12, 2002, under Auditor's File No. 200211120149, records of said County and State; TOGETHER WITH those portions of the Common Areas and Limited Common Areas as described in the Declaration of Covenants for the Cascade Palms Condominium, recorded November 3, 2003, under Auditor's File No. 200311030251 and in First Amendment thereto recorded August 8, 2005 under Auditor's No. 200508080174, records of said County and State.

SUBJECT TO: See attached Exhibit "A" hereto attached and made a part hereof.

Dated January 26, 2006

Trail Investments, LLC

By: William Stiles, Jr., Manager

# 468  
SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX  
JAN 31 2006  
Amount Paid \$ 2799.00  
By [Signature] Skagit Co. Treasurer Deputy

STATE OF Washington }  
County of Skagit } SS:

I certify that I know or have satisfactory evidence that William Stiles, Jr.

(is)are the person(s) who appeared before me and said person(s) acknowledged that (he)she/they signed this instrument on oath and stated that (he)she/they (is)are authorized to execute the instrument and acknowledge it as the Manager of Trail Investments, LLC

as the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: 1/27/06

Kelli A Mayo  
Kelli A. Mayo  
Notary Public in and for the State of Washington  
Residing at Sedro Woolley  
My appointment expires: 6/19/2009

EXHIBIT "A"

**EXCEPTIONS:**

**A. AGREEMENT, AND THE TERMS AND PROVISIONS THEREOF:**

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 No.: 200103230145  
Regarding: Access Easement and Maintenance and Improvement

**B. EASEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF:**

Grantee: Puget Sound Energy, Inc., a Washington corporation  
Recorded: November 4, 2002  
Auditor's No.: 200211040108  
Purpose: "...utility systems for purposes of transmission, distribution and sale of gas and electricity..."  
Area Affected: As constructed

**C. MATTERS AS DISCLOSED AND/OR DELINEATED ON THE FACE OF THE FOLLOWING BINDING SITE PLAN:**

Binding Site Plan 02-973  
Recorded: November 12, 2002  
Auditor's No.: 200211120149

Said matters include but are not limited to the following:

1. PUD utility easement provisions contained on the face of said Cascade Palms Binding Site Plan, as follows:



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2. 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, it's 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 an 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:

- A. Binding Site Plan and date of approval shall be included in all deeds and contracts.
- B. All maintenance and construction of roads shall be the responsibility of Homeowners Association with the lot owners as members. See Maintenance Agreement recorded in Auditor's File No. 200211120150.
- C. Per Developers, no ingress or egress, porches, doors or intrusions into 5 foot setbacks.
- D. Water Source – PUD No.1
- E. Sewage Source – City of Sedro Woolley

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

6. Landscaped infiltration and detention pond as delineated on the face of Cascade Palms Binding Site Plan.

7. Easement contained in Dedication of said plat for all necessary slopes for cuts and fill, affecting any portions of said premises which abut upon streets, avenues, alleys and roads.



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D. AGREEMENT, AND THE TERMS AND PROVISIONS THEREOF:

Between: Trail Investments LLC  
And: William A. Stiles Jr. and Betty M. Stiles, husband and wife, et al  
Recorded: November 12, 2002  
Auditor's No.: 200211120151  
Regarding: Joint Private Utility Maintenance Agreement

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

Recorded: November 12, 2002  
Auditor's No.: 200211120150  
Executed By: William A. Stiles, Jr., et al

F. EASEMENT, INCLUDING TERMS AND PROVISIONS THEREOF:

Grantee: Public Utility District No. 1  
Recorded: January 15, 2003  
Auditor's No.: 200301150028  
Purpose: All things necessary or proper in the construction and maintenance of a water and communication lines or other similar public service related facility  
Area Affected: Common areas

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

Recorded: November 3, 2003  
Auditor's No.: 200311030251

ABOVE COVENANTS, CONDITIONS AND RESTRICTIONS WERE AMENDED AS FOLLOWS:

Recorded: August 8, 2005  
Auditor's No.: 200508080174

H. AGREEMENT, AND THE TERMS AND PROVISIONS THEREOF:

Between: City of Sedro Woolley  
And: William A. Stiles, Jr., et al  
Recorded: December 1, 2003  
Auditor's No.: 200312010207  
Regarding: ULID 1994-2 Assessments

I. EASEMENT, INCLUDING TERMS AND PROVISIONS THEREOF:

Grantee: Comcast of Washington IV, Inc.  
Recorded: March 23, 2004  
Auditor's No.: 200403230073  
Purpose: Broadband communication services  
Area Affected: Common areas



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