

AFTER RECORDING MAIL TO:
William A. McKenzie and Kathleen D. McKenzie
704 Cascade Palms Court
Sedro Woolley, WA 98284



200610050103
Skagit County Auditor

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Filed for Record at Request of
First American Title Of Skagit County
Escrow Number: B86865

Statutory Warranty Deed

FIRST AMERICAN TITLE CO.

B86865E-1

Grantor(s): Stiles Properties, LLC
Grantee(s): William A. McKenzie and Kathleen D. McKenzie
Unit 704, Building 5, "CASCADE PALMS CONDOMINIUM - EAST 1/2 OF PHASE 3"
Assessor's Tax Parcel Number(s): P119778, 4903-000-704-0000

THE GRANTOR Stiles Properties, LLC, for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to William A. McKenzie and Kathleen D. McKenzie, husband and wife the following described real estate, situated in the County of Skagit, State of Washington.

Unit 704, Building 5, "CASCADE PALMS CONDOMINIUM - EAST 1/2 OF PHASE 3", recorded August 28, 2006 under Auditor's File No. 200608280229, records of Skagit County, Washington; said East 1/2 - 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. 20021120149, 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 File No. 200508080174, and in Second Amendment thereto recorded August 28, 2006, under Auditor's File No. 200608280228, records of said County and State.

Subject to covenants, conditions, restrictions and easements, if any, as per attached Exhibit "A"

Dated 09/12/06

Stiles Properties, LLC

William A. Stiles
By: William Stiles, Manager

5190
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

OCT 05 2006

Amount Paid \$ 3556.10
By Skagit Co. Treasurer Deputy

State of Washington }
County of Skagit } SS:

I certify that I know or have satisfactory evidence William Stiles the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument, on oath stated he/she/they are authorized to execute the instrument and is Manager of Stiles, Properties, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Date: 10-5-06

Cheryl A. Froehlich

Notary Public in and for the State of Washington
Residing at Buckleyton
My appointment expires: 9-21-07

Notary Public
State of Washington
CHERYL A. FROEHLICH
My Appointment Expires Apr. 27, 2007

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Schedule "B-1"

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

ABOVE COVENANTS, CONDITIONS AND RESTRICTIONS WERE AMENDED AS FOLLOWS:

Recorded: August 28, 2006
Auditor's No.: 200608280228



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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

J. MATTERS AS DISCLOSED AND/OR DELINEATED ON THE FACE OF THE FOLLOWING RECORDED SURVEY:

Recorded: August 28, 2006
Auditor's No.: 200608280229



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