

When recorded return to:

Shem M. Frederick, Sarah M. Frederick
Tina L. Schmidt
554 Granite Street
Mount Vernon, WA 98273



201410210036

Skagit County Auditor \$81.00
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LAND TITLE OF SKAGIT COUNTY

15025A-0

STATUTORY WARRANTY DEED

THE GRANTOR(S) Marlo G. Flores, a married woman, as her separate estate

for and in consideration of ten dollars and other good and valuable consideration

in hand paid, conveys, and warrants to Shem M. Frederick and Sarah M. Frederick, a married couple and Tina L. Schmidt, a single individual

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

Lot 8, "PLAT OF SKAGIT HIGHLANDS DIVISION 3", as per plat recorded on May 15, 2006 under Auditor's File No. 200605150163, records of Skagit County, Washington.

Situate in the City of Mount Vernon, County of Skagit, State of Washington.

SUBJECT TO Covenants, Conditions and Restrictions of record as attached hereto on Exhibit "A" and by this reference made a part hereof.

Tax Parcel Number(s): P124541 / 4892-000-008-0000

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
20143957
OCT 21 2014

Amount Paid \$4561.80
Skagit Co. Treasurer
By *hulm* Deputy

Dated: 10/10/14

Marlo Flores

Marlo G. Flores

Jason Flores

Jason Flores

STATE OF Washington

COUNTY OF Snohomish

I certify that I know or have satisfactory evidence that Marlo G. Flores

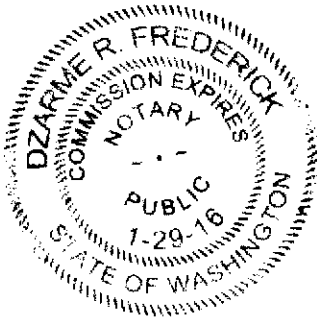
(is/are) the person(s) who appeared

before me, and said person(s) acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 10/13/14

Dzarme R. Frederick

Notary name printed or typed: *Dzarme R. Frederick*
Notary Public in and for the State of Washington
Residing at *Seattle*
My appointment expires: *1-29-16*



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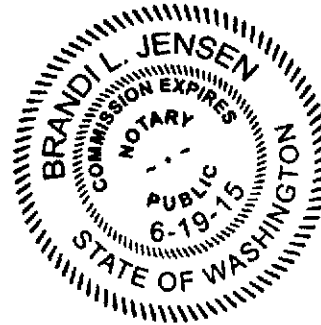
State of Washington
County of Snohomish

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

Dated: 10/14/14

Brandi Jensen
Notary Public in and for the State of Washington

My appointment expires: 6-19-15



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EXHIBIT "A"

Municipal assessments and impact fees, if any, levied by the City of Mount Vernon.

Assessments, if any, due and owing Skagit Highlands Homeowners' Association.

Reservation of minerals and mineral rights, etc., contained in deeds from W.M. Lindsey and Emma S. Lindsey, husband and wife, recorded March 30, 1903 in Volume 49 of Deeds, page 532.
(Affects said plat and other property)

Terms and conditions contained in City of Mount Vernon Ordinance Nos. 2483, 2532, 2546, and 2550 as recorded March 27, 1992, March 11, 1993, August 6, 1993, and September 21, 1993, respectively, under Auditor's File Nos. 9203270092, 9303110069, 9308060022, and 9309210028, respectively.
(Affects said plat and other property)

TERMS AND CONDITIONS OF THE MASTER PLAN:

Recorded: July 1, 2005
Auditor's No.: 200507010182
(Affects said plat and other property)

STORM DRAINAGE RELEASE EASEMENT AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

Between: Georgia Schopf, as her separate estate
And: MVA, Inc., a Washington corporation
Dated: July 20, 2001
Recorded: July 27, 2001
Auditor's No.: 200107270065
(Affects said plat and other property)

MITIGATION AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

Between: Sedro-Woolley School District No. 101
And: MVA, Inc.
Dated: July 5, 2001
Recorded: July 27, 2001
Auditor's No.: 200107270077
(Affects said plat and other property)

Shoreline Substantial Development Permit No. PL01-0560 and the terms and conditions thereof, as recorded May 23, 2002, under Auditor's File No. 200205230079 and as amended by instrument recorded June 3, 2002, under Auditor's File No. 200206030153.
(Affects said plat and other property)



EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Grantee: Puget Sound Power & Light Company,
a Washington corporation
Purpose: The right to construct, operate, maintain, repair, replace and
enlarge an underground electric transmission and/or
distribution system
Area Affected: Said plat and other property
Dated: February 11, 2005
Recorded: March 1, 2005
Auditor's No.: 200503010068

TERMS AND CONDITIONS OF THE MASTER PLAN AGREEMENT:

Recorded: July 1, 2005
Auditor's No.: 200507010182
(Affects said plat and other property)

WATER SERVICE CONTRACT AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

Between: Public Utility District No. 1 of Skagit County
And: Skagit Highlands, LLC, or its successor or assigns
Dated: September 30, 2005
Recorded: October 7, 2005
Auditor's No.: 200510070093
Regarding: Water Service Contract
(Copy Attached)
(Affects said plat and other property)

DEVELOPMENT AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

Between: The City of Mount Vernon
And: MVA, Inc., a Washington corporation
Recorded: June 21, 2001
Auditor's No.: 200106210002
(Affects said plat and other property)

EASEMENT AND TERMS AND CONDITIONS THEREOF:

Disclosed By: Plat of said addition
Purpose: Utilities, drainage, storm drainage and access

EASEMENT AND TERMS AND CONDITIONS THEREOF:

Disclosed By: Plat of said addition
Purpose: Slopes, cuts and fills

EASEMENT AND TERMS AND CONDITIONS THEREOF:

Disclosed By: Plat of said addition
Purpose: Sidewalks
Area Affected: Exterior 10 feet of said premises



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GENERAL EASEMENT PROVISIONS AS DEDICATED ON THE FACE OF SAID PLAT, AS FOLLOWS:

An easement is hereby reserved for and granted to City of Mount Vernon, Public Utility District No. 1, Puget Sound Energy, Verizon, Cascade Natural Gas Corp., and AT&T Broadband and their respective successors and assigns under and upon the road and utility easements as shown hereon or other utility easements shown on the face of the plat, 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 services 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 for all unnecessary damage it causes to any real property owner in the subdivision by the exercise of rights and privileges herein granted.

NATIVE GROWTH PROTECTION AREA AS DEDICATED ON THE FACE OF SAID PLAT, AS FOLLOWS:

Dedication of a Native Growth Protection Area Tract (NGPA) conveys to the public a beneficial interest in the land within the tract. This interest includes the preservation of existing vegetation for all purposes that benefit the public health, safety and welfare, including control of surface water and erosion, maintenance of slope stability, visual and aural buffering, and protection of plant and animal habitat. The NGPA imposes upon all present and future owners and occupiers of the NGPA the obligation, enforceable on behalf of the public of the City of Mount Vernon, to leave undisturbed all trees and other vegetation within the tract. The vegetation in the tract may not be cut, pruned, covered by fill, removed or damaged without express permission from the City of Mount Vernon, which permission must be obtained in writing.

PRIVATE DRAINAGE EASEMENT AS DEDICATED ON THE FACE OF SAID PLAT, AS FOLLOWS:

An easement for the purpose of conveying local storm water 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 lot owners 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.

Lots 18 through 32 are subject to a 15 foot private drainage easement for the benefit of Lots 18 through 32 as shown on the face of the plat.

Lots 16 and 17 are subject to a 15 foot private drainage easement for the benefit of Lots 15, 16 and 17 as shown on the face of that plat.

Lots 45 through 62 are subject to a private 15 foot drainage easement for the benefit of Lots 45 through 53 as shown on the face of the plat.

All lots shall be subject to an easement 2.5 feet in width parallel with and abutting all interior lot lines and a minimum of 5.00 feet in width parallel with and abutting all rear lot lines for the purposes of private storm drainage. In the event lot lines are adjusted after the recording of the plat. The easement shall move with the adjusted lot lines, maintenance of all private storm drainage easements on this plat shall be the responsibility of the lots deriving benefits from said easement. No structures other than fences or yard drains shall be constructed within these easements.



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NOTES ON THE FACE OF SAID PLAT, AS FOLLOWS:

1.) The description for this survey is from Stewart Title Guaranty Company Third Amended Subdivision Guarantee G-1578-43765, Order No. 116928-S, dated April 9, 2006.

2.) Meridian: Assumed
Basis of Bearings is from monuments found along the South line of the Northeast ¼ of Section 22, T. 34 N., R. 4 E., W.M.
Bearing = South 88°24'56" East;

3.) Building setbacks: All lots within this subdivision are subject to the development standards and additional setback and buffer requirements as set forth in the master plan. Conditions contained in City of Mount Vernon "Resolution 574, Exhibit D".

Front – 15', 20' with garage.
Side – 5', 10' Total
Rear – no alley – 15'
Rear – with alley – 8'
Accessory structures – 5'

4.) Instrumentation: Leica TCA 1105 Theodolite Distance Meter, Nikon AE-5 Optical Level;

5.) Survey procedure: Standard Field Traverse;

6.) This survey has shown occupational indicators as per W.A.C. Chapter 332.130. Lines of occupation may indicate areas for potential claims of unwritten ownership; This boundary survey has potential claims of unwritten ownership. This boundary survey has only shown the relationship of lines of occupation to the deeded lines of record. No resolution of ownership based on unwritten rights has been made or implied by this survey.

7.) The property herein dedicated is subject to and together with easements, reservations, restrictions, covenants, and other instruments of record including but not limited to those documents recorded under Auditor's Numbers, 9002090052, 9009180084, 9203270092, 9203270093, 9303110069, 9308060022, 9309210028, 200106210002, 200107270065, 200107270077, 200108220046, 200205230079, 200206030153, 200312230149, 200312230150, 200312230151, 200401080046, 200401080047, 200401080048, 200411010178, 200411010179, 200411010180, 200501060106, 200501060107, 200501060108, 200501060110, 200503010068, 200503210165, 200503210166, 200503210167, 200503210168, 200503210170, 200506080120, 200506080122, 200507010181, 200507010182, 200508170113, 200508170114, 200508170115, 200508290265, 200509270204, 200509280098, 200510070093, 200510200103, 200510200104, 200510200105, 200511020084, 200604060049, 200604110099 and Volume 49 of Deeds, page 532.

8.) Owner/Developer: Skagit Highlands LLC
7981 – 168th Ave. N.E., #118
Redmond, WA 98052
(425)702-8422 (office)
Contact: James Tosti



9.) Zoning: R-1, 13.5 Skagit Highlands P.U.D.

10.) Utility Sources:

Telephone – Verizon;
Power – Puget Sound Energy;
Television – Comcast;
Storm – City of Mount Vernon;
Sewer – City of Mount Vernon;
Garbage collection – City of Mount Vernon;
Water – Public Utilities District No. 1;
Gas – Cascade Natural Gas

11.) Lots 9, 10, and 15 are subject to an easement for public sidewalk within the 10 foot utility easement fronting on Skagit River Place.

12.) Lot 1 is subject to an easement for public sidewalk, mailboxes, drainage and utilities over the South 10'.

13.) All lots within this subdivision are subject to impact fees for schools payable upon the issuance of a building permit. As set forth in City of Mount Vernon Resolution No. 574, Exhibit D, Master Plan Conditions.

14.) Tracts 900, 901, 902, 906 and 907 are landscape tracts and are hereby dedicated and conveyed upon the recording of this plat to the Skagit Highlands Homeowners' Association. The Association shall be responsible for the maintenance of said tracts.

15.) Tract 903 is an open space tract and is for maintenance access, utility, drainage and landscape, and is hereby dedicated and conveyed upon the recording of this plat to the Skagit Highlands Homeowners' Association. The Association shall be responsible for the maintenance of said tract.

16.) Tract 904 is a Native Growth Protection Area and is hereby dedicated and conveyed upon the recording of this plat to the Skagit Highlands Homeowners' Association. A portion of Tract 904 is subject to a 30-foot utility and drainage easement to serve Lot 1 of Amended Boundary Line Adjustment for Skagit Highlands, LLC, recorded under Auditor's File No. 200506080122.

17.) Tract 905 is a Native Growth Protection Area and is hereby dedicated and conveyed upon the recording of this plat to the Skagit Highlands Homeowners' Association. A portion of Tract 905 is subject to a 51-foot utility and drainage easement to serve Skagit Highlands Division 3 and Lot 1 of Amended Boundary Line Adjustment for Skagit Highlands LLC recorded under Auditor's File No. 200506080122.

LANDSCAPE NOTES AS DEDICATED ON THE FACE OF SAID PLAT, AS FOLLOWS:

- 1.) Contractor shall be responsible for familiarizing themselves with all other site improvements and conditions prior to starting landscape work.
- 2.) Contractor shall use caution while excavating to avoid disturbing any utilities encountered. Contractor is to promptly advise owner of any disturbed utilities. (Location service phone: 1-800-424-5555)



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3.) Contractor shall maintain and water all plant material for 1 year or until final inspection and acceptance by owner. Tree stakes to be removed after first year.

4.) Contractor shall be responsible for computing specific quantities of ground covers and plant materials utilizing on-center spacing for plants as stated on the landscape plan and minimum planting distances as specified below in these notes.

5.) Ground covers shall be planted in an equilateral triangular spacing pattern at the on-center distances shown on the plan or in the plan schedule. Where ground cover abuts curbing, sidewalks, signs, or poles, minimum planting distances shall be 12" from center of plant to curb, sidewalk, etc. Minimum planting distance shall be 24" from center of trees and shrubs.

6.) Contractor shall be responsible for providing the quantities of plants that are represented by symbols on the drawings.

7.) Subgrade is to be within 1/10th of one foot as provided by others. All planting areas to be cleared of all construction material and rocks and sticks larger than 2" in diameter.

8.) New bed and lawn areas as shown on the plans, shall receive a minimum of 2" depth "3-way" topsoil then rototilled to a depth of 6", then an additional 4" minimum of topsoil in all new bed areas and 2" in lawn areas.

9.) All beds to receive a minimum of 3" fine fir bark.

10.) All plant material shall be fertilized with Agro Transplant Fertilizer 4-2-2 per manufacturer's recommendations.

11.) All plant material shall conform to AAN Standards for Nursery Stock, latest edition, any replacements made at once.

A. General: All plant materials furnished shall be healthy representatives, typical of their species of variety and shall have a normal habit of growth. They shall be full, well-branched, well-proportioned and have a vigorous, well-developed root system. All plants shall be hardy under climatic conditions similar to those in the locality of the project.

B. Trees, shrubs, and groundcovers: Quantities, species, and varieties, sizes and conditions as shown on the planting plan. Plants to be healthy, vigorous, well-foliated when in leaf, free of disease, injury, insects, decay, harmful defects, and all weeds. Remove all twine and burlap, inspect roots. Any 'J' rooting or circular rooting to be rejected. No substitutions shall be made without written approval from landscape architect or owner.

12.) Contractor to provide a one-year warranty on all installed plant material.



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DECLARATION OF EASEMENTS AND COVENANT TO SHARE COSTS FOR SKAGIT HIGHLANDS, AS HERETO ATTACHED:

Recorded: August 17, 2005
Auditor's No.: 200508170113
Executed By: Skagit Highlands, LLC, a Washington limited liability company

AMENDED BY INSTRUMENT:

Recorded: April 6, 2006, May 25, 2006, May 26, 2006 and July 25, 2006, June 4, 2008 and October 16, 2008
Auditor's No.: 200604060049, 200605250083, 200605260150, 200607250099, 200806040066 and 200810160044 respectively

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR SKAGIT HIGHLANDS RESIDENTIAL PROPERTY, AS HERETO ATTACHED

Recorded: August 17, 2005
Auditor's No.: 200508170114
Executed By: Skagit Highlands, LLC, a Washington limited liability company

PARTIAL ASSIGNMENT OF DECLARANT'S RIGHTS;

Recorded: November 2, 2005, May 23, 2006, May 26, 2006, August 7, 2006 and August 10, 2006.
Auditor's No.: 200511020084, 200605230087, 200605260149, 200608070191 and 200608100126 respectively

AMENDED BY INSTRUMENTS:

Recorded: April 6, 2006, May 25, 2006, May 26, 2006, August 25, 2006, December 21, 2006, June 4, 2008, October 16, 2008, and February 5, 2009
Auditor's No.: 200604060049, 200605250083, 200605260150, 200608250117, 200612210068, 200806040066, 200810160044, and 200902050087 respectively

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SKAGIT HIGHLANDS RESIDENTIAL PROPERTY, SKAGIT HIGHLANDS WEST NEIGHBORHOOD, AS HERETO ATTACHED:

Declaration Dated: August 16, 2005
Recorded: August 17, 2005
Auditor's No.: 200508170115
Executed By: Skagit Highlands, LLC, a Washington limited liability company



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