

When recorded return to:

JASON BUNN LUM
3532 BECKY PLACE
MOUNT VERNON, WA 98274



201610200100

Skagit County Auditor \$80.00
10/20/2016 Page 1 of 8 3:31PM

Filed for Record at Request of
WHATCOM LAND TITLE CO., INC.
Escrow Number: W-135865

Land Title and Escrow

#156381-0 Statutory Warranty Deed

Grantor: TONY SHOCKEY and MARNI SHOCKEY
Grantee: JASON BUNN LUM and HEATHER M. LUM

THE GRANTORS TONY SHOCKEY and MARNI SHOCKEY, who acquired title as Marni Cole, husband and wife for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to JASON BUNN LUM and HEATHER M. LUM, husband and wife the following described real estate, situated in the County of WHATCOM, State of Washington

22 M LOT 90, "DIGBY HEIGHTS, PHASE I," AS PER PLAT RECORDED APRIL 15, 2009, UNDER AUDITOR'S FILE NO. 200904150963, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATE IN THE CITY OF MOUNT VERNON, COUNTY OF SKAGIT, STATE OF WASHINGTON.

22 M Abbreviated Legal: LOT 90, DIGBY HEIGHTS, PHASE I

SEE ATTACHED EXHIBIT "A" FOR EXCEPTIONS

Tax Parcel Number(s): p128506

Dated October 17, 2016

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

20164791
OCT 20 2016

Amount Paid \$ 6680.00
Skagit Co. Treasurer
By MUM Deputy

UNOFFICIAL DOCUMENT

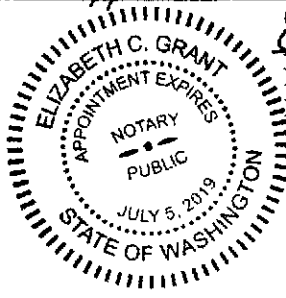
[Signature]
TONY SHOCKEY

[Signature]
MARNI SHOCKEY

STATE OF WASHINGTON
COUNTY OF WHATCOM SS:

I certify that I know or have satisfactory evidence that TONY SHOCKEY and MARNI SHOCKEY
is/are the person(s) 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.

Dated: October 19, 2016 Elizabeth C. Grant



~~AMY ALANIS~~ Elizabeth C. Grant
Notary Public in and for the State of WASHINGTON
Residing at BELLINGHAM
My appointment expires: ~~5/28/2017~~ 7/5/2019

EXHIBIT A

EXCEPTIONS:

A. Reservation of minerals as contained in deed from W. M. Lindsey, et ux, recorded April 17, 1902, in Volume 44 of Deeds, page 499, records of Skagit County, Washington.

B. AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

Between: City of Mount Vernon, a Municipal Corporation of the State of Washington
And: Public Utility District No. 1, Skagit County, a Municipal Corporation
Dated: November 17, 1994
Recorded: November 29, 1994
Auditor's No.: 9411290004
Regarding: Formation of L.I.D. to improve streets

C. Terms and conditions of City of Mount Vernon Ordinance No. 2829 recorded March 5, 1998, under Auditor's File No. 9803050022.

D. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Grantee: Puget Sound Energy, Inc., a Washington Corporation
Purpose: The right to construct, operate, maintain, repair, replace, improve, remove, enlarge, and use the easement area for one or more utility systems for purposes of transmission, distribution and sale of electricity.
Area Affected: A strip of land 10 feet in width with 5 feet on each side of the centerline of grantee's facilities as now constructed, to be constructed, extended or relocated lying within the above described parcel. This easement description may be superseded at a later date with a surveyed description provided at no cost to Grantee.
Dated: November 20, 2008 and February 13, 2009
Recorded: December 1, 2008 and February 23, 2009
Auditor's No.: 200812010104 and 200902230143

E. PLATS OF DIGBY HEIGHTS PHASES, I, II, AND III DECLARATION OF RESERVATIONS, RESTRICTIVE COVENANTS AND EASEMENTS AND THE TERMS AND CONDITIONS THEREOF:

Declarant: Cedar Heights LLC, a Washington limited liability company
Dated: April 1, 2009
Recorded: April 15, 2009
Auditor's No.: 200904150064

FIRST AMENDMENT TO DECLARATION OR RESERVATIONS, RESTRICTIVE COVENANTS AND EASEMENTS:

Recorded: April 13, 2012
Auditor's No.: 201204130158

EXCEPTIONS CONTINUED:

F. MATTERS DISCLOSED ON THE FACE OF THE PLAT OF DIGBY HEIGHTS, PHASE 1, Auditor's File No. 200904150064, INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING:

CONSENT AND DEDICATION:

Know all men by these presents that Cedar Heights, LLC, a Washington limited liability company, Horizon Bank, and D. B. Johnson Construction, Inc., a Washington Corporation, owners in the fee simple or contract purchasers and mortgage holders or lien holders, of the land hereby platted, declare this plat and dedicate to the use of public forever, the streets and avenues shown hereon and the use thereof for all public purposes consistent with the use thereof for public highway and storm water purposes, together with the right to make all necessary slope for cuts and fills upon the lots and blocks shown hereon in the original reasonable grading of all such streets and avenues shown hereon.

PUD UTILITY EASEMENT:

Easements to Public Utility District No. 1 as shown hereon, 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 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 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 lines(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 areas without written approval of the General Manager of the District. Grantor shall conduct its activities and all other activities on Grantor's (or assigns) 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.

PRIVATE DRAINAGE AND SEWER EASEMENTS:

Easements for the purpose of conveying local storm water runoff and sanitary sewer are hereby granted in favor of all abutting private lot owners in the areas designated as private drainage or private sewer easements. The maintenance of private easements established and granted herein shall be the responsibility of, and the costs thereof shall be borne equally by, the present and future owners of the abutting private lot owners and their heirs, owners 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.

EXCEPTIONS CONTINUED:

F. (continued):

UTILITIES AND SIDEWALK EASEMENTS:

An easement is hereby reserved for and granted to the City of Mount Vernon, Public Utility District No. 1, Puget Sound Energy, Verizon Northwest, Cascade Natural Gas Corp., and Comcast Corporation and their respective successors and assigns under and upon the exterior front boundary lines, twelve feet (12.0") or as otherwise shown, of all lots and tracts as shown on the face of this plat and other easements, if any, shown on the face of this plat, for utilities and sidewalks in which to install, lay, construct, renew, operate, maintain and remove utility systems, lines, fixtures, appurtenances attached thereto, for the purpose of providing utility services and pedestrian access 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 (NSPA)

A Native Growth Protection Area is created for the purpose of preserving critical area, buffering and protecting plats and animal habitat, and preventing harm to property and the environment including, but not limited to, controlling surface water runoff and erosion and maintaining slope stability. The NGPA established, on all present and future owners and users of the NGPA, an obligation to leave undisturbed all trees and other vegetation within this area, except for the removal of non-native, or diseased or dying vegetation that presents a hazard, or the implementation of an enhancement plan required and/or approved by the City. Any work in the NGPA, including removal of dead, diseased or dying vegetation, is subject to prior written approval by the City. The cost associated with the evaluation, removal, and replanting of any vegetation shall be bore by the existing property owner. The City of Mount Vernon is hereby granted the right of ingress and egress to and from the NGPA for the purpose of monitoring and enforcing proper operation and maintenance of the NGPA described herein. The City of Mount Vernon shall have the right, but not the obligation, to enforce the requirements, terms and conditions of this restriction by any method available under law. The obligation to ensure all terms of the NGPA are met is the responsibility of the property owner.

NOTES:

1. Open square – indicates existing monument in case
Solid square – indicates monument in case set with cap inscribed "Lisser 22960."
Open circle – indicates existing pipe or rebar found.
Solid circle – indicates Nail or rebar set with cap inscribed "Lisser 22960."
2. Description and exception information is from Land Title Company Subdivision Guarantee, Order No. 132546-S, dated February 12, 2009.
3. For additional subdivision and meridian information see Mount Vernon Short Plat No. 12-94 recorded under Auditor's File No. 9411070053, Short Plat No. MV-8-93 recorded under Auditor's File No. 9312090030, and Short Plat MV-2-97 recorded under Auditor's File No. 9801290010, Plat of Park Ridge Division II recorded in Volume 15 of Plats, pages 187-188, and Plat of Sedgemoor, recorded in Volume 16 of Plats, pages 62-64, all in records of Skagit County, Washington.

EXCEPTIONS CONTINUED:

F. (continued):

4. Zoning Classification: R-1, 4.0
5. Sewage Disposal: City of Mount Vernon
6. Storm Drainage: City of Mount Vernon
7. Street Standard: City of Mount Vernon
8. Water: Skagit County PUD No. 1
9. Power: Puget Sound Energy
10. Telephone: Verizon Northwest
11. Gas: Cascade Natural Gas
12. Television Cable: Comcast Corporation
13. Garbage Collection: City of Mount Vernon, Solid waste collection for lots shall be at the edge of the public right-of-way.
14. Meridian: Assumed
15. Basis of Bearing: Monumented North line of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 21, Township 34 North, Range 4 East, W.M. Bearing = South $88^{\circ}39'21''$ East
16. Instrumentation: Leica TCR705A Theodolite Distance Meter
17. Survey procedure: Field traverse
18. All lots within this subdivision are subject to impact fees for schools, fire, parks, and any other City impact fees, payable upon issuance of a building permit.
19. All homes shall be built on site and no modular or manufactured homes are permitted.
20. Siltation control devices may be required for each lot during home construction or subsequent soil disturbances. See City of Mount Vernon Department of Community and Economic Development for details.
21. This property is subject to and together with easements, reservations, restrictions, covenants, liens, leases or other instruments of record referred to in Land Title Company report referenced under Note 2 above. Said report lists documents recorded under Auditor's File Numbers 200704030118, 200901050122, 200707020182, 200901050123, 200901300126, 9411290004, 9803050222, 9411070053, 200812010104, 200902230143 (this easement is superseded by easements shown on the face of the plat) and document recorded in Volume 44 of Deeds, page 499.

EXCEPTIONS CONTINUED:

F. (continued):

22. Owner/Developer: Cedar Heights, L.L.C.
17146 Britt Road
Mount Vernon, WA 98273
Phone: (360) 524-4886
23. A homeowners' association has been created that will be responsible for maintenance of the open space and other landscaping areas. See document recorded under Auditor's File No. 200904150064.
24. The lots in this plat have an average lot size below 7,600 square feet. New buildings on lots within this plat are subject to the design review requirements Chapter 17.70 MVMC. Design review standards have specific requirements with respect to architectural features, landscaping and site improvement. See City of Mount Vernon Department of Community and Economic Development for specific requirements associated with building permit application requirements.
25. Lots within this plat that are less than 9,600 square feet in area and less than 95 feet in width that abut existing neighborhoods where lot areas are greater than 9,600 square feet lot widths greater than 95 feet shall create and maintain a 20-foot wide forested buffer between the newly created lots and the existing lots. "Forested Buffer" means a double row of evergreen trees with offset rows planted at a maximum spacing of 15 feet triangulated on center with medium-sized shrubs (3 to 5 feet mature height) and ground cover plants added to a density to form an effective barrier to cover 85% surface coverage within 2 years. Minimum tree size shall be 2-inch caliper, minimum shrub size shall be 2gallon, and minimum ground cover size shall be 1 gallon (or equivalent), however, these sizes are minimums and it is likely that larger trees, shrubs and plants may be initially planted to achieve the requisite 85% surface coverage within 2 years. Maintenance of the forested buffer shall be the responsibility of the homeowners' association and maintained in accordance with the document referenced in Note No. 23.
26. Individual geotechnical reports shall be required for all building permits on lots having slopes in excess of 15%.
27. Critical area and buffer tracts "A" and "B" are separate tracts and are to be maintained by the developer until the Digby Heights Homeowners' Association and maintained in accordance with the document referenced in Not Number 23.
28. No vegetation removal, clearing or dumping is allowed within the designated wetland buffers that are designated as "Native Growth Protection Areas," except for purposes of habitat enhancement under the conditions described in MVMC 15.40.050.
29. A building setback of 10 feet from the edge of the wetland and forested buffers is required to prevent encroachment into the buffer area during and after construction.

EXCEPTIONS CONTINUED:

G. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Grantee: Cedar Heights, LLC, a Washington limited liability company
Purpose: Declare permanent and non-revocable easements for private storm drainage, mailboxes over, under, across and through those properties more particularly described on Exhibits "A" through "E" attached hereto and by reference made a part hereof.
Area Affected: See instrument for full particulars.
Dated: February 4, 2011
Recorded: February 4, 2011
Auditor's No.: 201102040092

H. COVENANTS, CONDITIONS AND RESTRICTIONS, CONTAINED IN DEED:

Recorded: May 17, 2012
Auditor's No.: 201205170035
Executed By: Encore Homes, Inc.
As Follows:

"Skagit County has established a policy for unincorporated areas to protect and encourage agriculture and forestry operations. If your real property is located near an agriculture or forestry operation, you may be subject to inconvenience or discomfort arising from such operations, including but not limited to, noise, odors, fumes, dust, flies and other associated pests, the operation of machinery of any kind during any 24-hour period, the storage and disposal of manure, and the application of fertilizers, soil amendments, and pesticides. If conducted in compliance with local, state, and federal laws, these inconveniences or discomforts are hereby deemed not to constitute a nuisance as provided in Chapter 7.48 RCW for purposes of the Skagit County Code and shall not be subject to legal action as a public nuisance."

22 _____ Heather