



Comprehensive Plan/Zoning Map Amendment Request

Planning & Development Services · 1800 Continental Place · Mount Vernon WA 98273
voice 360-416-1320 · www.skagitcounty.net/planning

PL 15-0378

Per RCW 36.70A.470(2), this form is intended for use by any interested person, including applicants, citizens, hearing examiners, and staff of other agencies, to request amendments to the Skagit County Comprehensive Plan/Zoning Map. Please do not combine multiple unrelated map amendments on a single form. This form is for changes to the map; use the Policy or Development Regulation Suggestion form for changes to those regulations.

Submitted By

Name	<u>Robert Houston Foist</u>	Organization	<u>Concrete Concepts & Design LLC</u>	
Address	<u>14793 Gibraltar Rd</u>	City, State	<u>Anacortes</u>	Zip <u>Wa</u>
Email	<u>htroc@live.com</u>	Phone	<u>360 770 5950</u>	

Request Type

Choose one of the following:

- General** Site-specific map amendment, as defined in SCC 14.08.020(6), but NOT to a commercial/industrial designation.
- C-I** Site-specific map amendment to a commercial/industrial designation per SCC 14.08.020(7)(c)(iii).
- Rezone** Site-specific rezone without the need for a Comprehensive Plan Map amendment per SCC 14.08.020(7).
- Area** Area-wide map amendment.

Required Submittals

All map amendments and rezones:

- Fees (except area-wide map amendments)
- Land Use Map
- Lot of Record Certification
- Ownership Certification (if required below)

Commercial-Industrial map amendments and rezones:

- Site Plan
- Commercial/Industrial Phasing Plan; optional, see SCC 14.08.020(7)(c)(iii)

SKAGIT COUNTY
PERMIT CNTR
JUL 30 2015
RECEIVED

Subject Property

Site Address	<u>5717 Gilkey Ave</u>	City, State	<u>Bow Edison, Wa</u>	Zip	<u>98232</u>
Parcel No(s)	<u>P 72958 P 72958</u>	Existing Zone	<u>Rural Village Residential</u>		
Acreage	<u>.5</u>	Requested Zone	<u>Commercial</u>		

Property Interest

Are you the owner of the subject property?

- Yes** Please attach Attachment A, Ownership Certification
- No** Describe your interest in the subject property:

Proposal Description

Please answer all of the questions below that are applicable to your suggestion.

1. Describe your proposed amendment.

I will like to turn the property from its existing zone of residential to commercial. I bought the property to establish my business and open a store to sell my products.

2. Describe the reasons your proposed amendment is needed or important.

To increase Bow Edison growing potential. It will increase potential customers and tourist to the area restaurants ,art galleries, and gift shops. As on Goal C 2 on the Rural Commercial and Industrial Designations Stated (Support the rural economy by fostering opportunities for rural based employment, diversification in tourism and recreation, of an appropriate size and scale to maintain rural character.

3. Describe why existing Comprehensive Plan map designations should not continue to be in effect or why they no longer apply.

Currently the two adjacent properties next to me are considered commercial property. My property has two metal buildings that are not for family dwelling.

4. Describe how the amendment complies with the Comprehensive Plan's community vision statements, goals, objectives, and policy directives.

I will site 3 C 2.7 on the RVC (Typical uses in the Rural Village Commercial district include small retail and service businesses that primarily serve the needs of the surrounding population or support natural resources businesses and industries, art and performance galleries and studios, overnight lodging and related services for visitors to the rural area, and minor public uses.)

5. Describe the impacts anticipated to be caused by the change, including geographic area affected and issues presented.

There will be no geographic changes made to the area. I will use the buildings as they exist. I am not going to develop the land to contaminate or pollute the sloug that runs by the property. The property with the adjacent properties will all be one and the same. It will not create conflicts with surrounding agricultural, forest, and mineral resource land and practices

6. Describe how adopted functional plans and Capital Facilities Plans support the change.

It will make my property contiguous with the other properties around me. That being commercial. 3C 2.6 on the RVC describes this.

7. Describe any public review of the request that has already occurred.

3C-1.8 section c.

8. Describe how the map amendment/rezone complies with Comprehensive Plan land use designation criteria in Chapter 2, the Urban, Open Space & Land Use Element; Chapter 3, the Rural Element; or Chapter 4, the Natural Resource Lands Element.

Description on the RVC 3 C 2.5 thru 3 C 2.9.

9. Population forecasts and distributions.

If you are proposing an urban growth area boundary change, describe how it is supported by and dependent on population forecasts and allocated urban population distributions, existing urban densities and infill opportunities, phasing and availability of adequate services, proximity to designated natural resource lands, and the presence of critical areas.

If you are proposing a rural areas or natural resource land map designation change, describe how it is supported by and dependent on population forecasts and allocated non-urban population distributions, existing rural area and natural resource land densities and infill opportunities.

10. If you are proposing a natural resource land map designation change, describe how the change is necessary based on one or more of the following:

(A) A change in circumstances pertaining to the Comprehensive Plan or public policy.

(B) A change in circumstances beyond the control of the landowner pertaining to the subject property.

(C) An error in initial designation.

(D) New information on natural resource land or critical area status.

Fees. For review that requires more than 80 hours of staff time, the applicant will be billed at the hourly rate as shown on the fee schedule.

Refunds. If an application is not approved for further review under SCC 14.08.030(2), or when an application is withdrawn or returned before such a preliminary decision is made, a refund of not more than 80% may be authorized by the Planning and Development Services Director. Refunds must be requested in writing within 180 days of the date the fee is collected.

SEPA. The SEPA checklist and fee, if required, are due upon request from the Department if the Board of County Commissioners docket this application for further consideration. This application may be considered complete without payment of the SEPA fee.

Docketing. SCC Chapter 14.08 governs the process for docketing of Comprehensive Plan amendments. Docketing is procedural only and does not constitute a decision by the Board of County Commissioners as to whether the amendment will ultimately be approved. Amendments are usually concluded by the end of the year following the request. State law generally prohibits the County from amending its Comprehensive Plan more than once per year.

Submission deadline. A complete application for a map amendment must be received by the last business day of July for docketing. Requests received after that date will not be considered until the following year's docket.

How to Submit. Submit your requests via email (preferred) to pdscomments@co.skagit.wa.us or to Planning & Development Services at the address above.

INTERNAL Site Search

April 13, 2015



Property Search

Directory

Find It Here

Records

Help

Contact

Select a search option below:

Assessor Home

Address Parcel # Owner Name (Last First) Road XrefID

Treasurer Home

Enter Parcel #: P72958

Clear Help

Print

Prior Searches

Clear Prior Searches

P72958
SAWYER RALPH W
5717 GILKEY AVENUE
Bow, WA 98232

P64579
TAYLOR GEORGIA

P64547
MCNETT FAMILY PARTNE...

P64580
HERZOG JUSTIN C
16460 COUNTRY CLUB D...
Burlington, WA 98233

P33712
JANICKI PETER W & JA...

P123057
BROWN MARIO M
22750 GUNDERSON ROAD
Mount Vernon, WA 98

P101632
COLTON ANDREW D
14417 BRADSHAW ROAD
Mount Vernon, WA 98...

P123844
WHITE PASS INVESTMEN...

Details Improvements Land Transfers History Taxes Permits Sales Comps

Details for Parcel: P72958



View all pictures

Jurisdiction: SKAGIT COUNTY
Zoning Designation: Skagit County - Rural Village Residential

Recorded Documents Documents scanned and recorded by the Auditor's office
Septic System Septic system information

Parcel Number XrefID Quarter Section Township Range
P72958 4099-003-002-0006 03 33 36 03

Owner Information Site Address(es) Location Map
SAWYER RALPH W 5717 GILKEY AVENUE Locate this Parcel on iMap
SAWYER ROBERTA S Bow, WA 98232

Assessor's Parcel Map: PDF | DWF

2014 Values for 2015 Taxes*

Building Market Value \$40,200.00
Land Market Value +\$91,100.00
Total Market Value \$131,300.00
Assessed Value \$131,300.00
Taxable Value \$131,300.00

Sale Information

Deed Type QUIT CLAIM DEED
Sale Date 2014-07-16
Sale Price \$ 0.00
Sale requires NRL disclosure (more info)

2015 Property Tax Summary

2015 Taxable Value \$131,300.00
General Taxes \$1,663.91
Special Assessments/Fees +\$688.05
Total Taxes \$2,351.96

* Effective date of value is January 1 of the assessment year (2014)

Legal Description Definitions

(DK19 AND ESCVD) THOSE CERTAIN UNNUMBERED LOTS IN BLOCK 3 OF "TOWN PLAT OF EDISON (HALLER'S ADDITION)", AS PER PLAT RECORDED IN VOLUME 1 OF PLATS, PAGE 7, RECORDS OF SKAGIT COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE WEST LINE OF LOT 5 IN BLOCK 2 OF SAID PLAT WITH THE EDISON SLOUGH; THENCE SOUTH ALONG SAID WEST LINE TO THE NORTHEAST CORNER OF LOT 4 IN SAID BLOCK 2; THENCE WEST ALONG THE NORTH LINE OF LOTS 3 AND 4 IN BLOCK 2, A DISTANCE OF 120 FEET TO THE EAST LINE OF LOT 1 IN BLOCK 3; THENCE NORTH ALONG THE EAST LINE OF LOTS 1 AND 2 IN BLOCK 3, A DISTANCE OF 120 FEET TO THE SOUTH LINE OF LOT 3 IN SAID BLOCK 3; THENCE EAST ALONG SAID SOUTH LINE TO ITS INTERSECTION WITH EDISON SLOUGH; THENCE SOUTHEASTERLY ALONG SAID SLOUGH TO THE POINT OF BEGINNING; EXCEPT THOSE PORTIONS THEREOF LYING WITHIN THE RIGHT-OF-WAY OF DIKING DISTRICT NO. 19. ALSO TOGETHER WITH THE EAST 1/2 OF LOTS 1 AND 2 AND THE NORTH 10 FEET OF THE WEST 1/2 OF LOT 2 IN BLOCK 3 OF "TOWN PLAT OF EDISON (HALLER'S ADDITION)", AS PER PLAT RECORDED IN VOLUME 1 OF PLATS, PAGE 7, RECORDS OF SKAGIT COUNTY, WASHINGTON, TOGETHER WITH THAT PORTION OF THE VACATED ALLEY IN SAID BLOCK WHICH HAS REVERTED TO SAID PREMISES BY OPERATION OF LAW; ALSO TOGETHER WITH THAT PORTION, IF ANY, OF VACATED GILKEY AVENUE WHICH HAS REVERTED TO SAID NORTH 10 FEET OF THE WEST 1/2 OF LOT 2 BY OPERATION OF LAW; EXCEPT THOSE PORTIONS LYING WITHIN THE RIGHTS-OF-WAY OF DIKING DISTRICT NO. 19.

Land Use (111) HOUSEHOLD, SFR, INSIDE CITY
Neighborhood (20BRURAL) BURLINGTON RURAL RESIDENTIAL
Utilities PWR-P,WTR-P,SEP

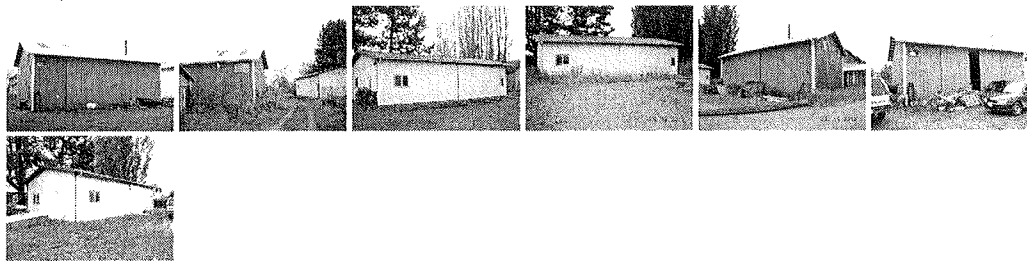
WAC 458-53-030

Levy Code 1140
City District Skagit County
School District SD100
Fire District F05
Year Built 1900
Acres 0.50
Living Area
Bedrooms

Foundation
Construction Style
Exterior Walls
Roof Style
Roof Covering
Floor Construction
Plumbing
Heat-AirCond

Appliances
Exemptions

Fireplace



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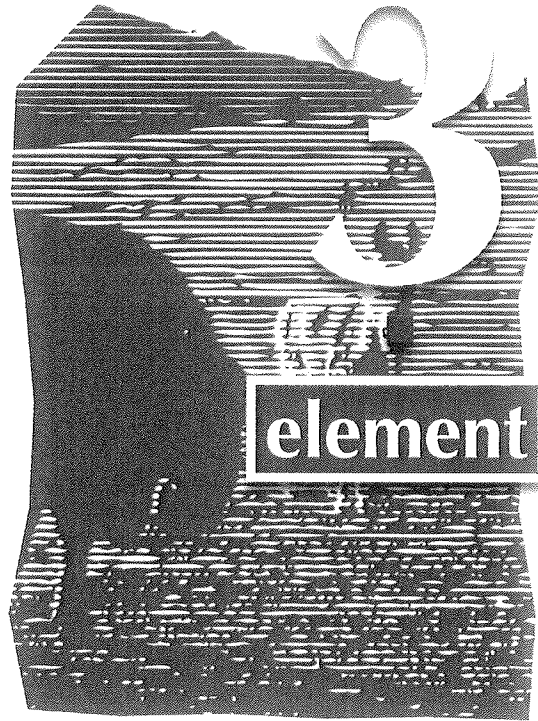
Rural Element

Introduction

The Growth Management Act requires counties to include in their comprehensive plans:

“...a rural element [which includes] lands that are not designated for urban growth, agriculture, forest, or mineral resources. The rural element shall permit appropriate land uses that are compatible with the rural character of such lands and provide for a variety of rural densities and uses. It may also provide for clustering, density transfer, design guidelines, conservation easements, and other innovative techniques that will accommodate appropriate rural uses not characterized by urban growth.” (RCW 36.70A.070 (5))

This Element establishes broad goals and policies guiding residential, commercial, and industrial uses in unincorporated Skagit County consistent with the Growth Management Act’s allowance of development in the rural area, including “limited areas of more intensive rural development.”



GMA Mandate

There are no specific GMA goals for rural growth and development. Rather, the goals for urban growth, reducing sprawl, economic development, and natural resources tend to address the rural focus indirectly. The Act does define “rural character” as being characterized by areas:

- a) *In which open space, the natural landscape, and vegetation predominate over the built environment;*
- b) *That foster traditional rural lifestyles, rural-based economies, and opportunities to both live and work in rural areas;*
- c) *That provide visual landscapes that are traditionally found in rural areas and communities;*



described in more detail under the Rural Study Areas policies in the Plan Implementation and Monitoring Element, some RI density may be appropriate in one or more of those study areas, but only after completion of the necessary community plan.

- a) *The RI designation does not necessarily apply to every existing lot smaller than 2.5 acres in the County since, to do so, could result in a pattern of scattered and unconsolidated areas of more intense rural development.*
- b) *Within the Rural Intermediate designation, the minimum lot size that may be created through a land division is 2.5 acres, resulting in a maximum residential gross density of 1 dwelling unit per 2.5 acres.*

3C-1.4 The purpose of the Rural Intermediate designation is to provide and protect land for residential living in a rural atmosphere, taking priority over resource land uses and commercially-oriented special uses. Long-term open space retention and critical area protection are encouraged.

3C-1.5 Bayview Ridge Urban Reserve (BR-URv). The Bayview Ridge-Urban Reserve designation is intended to indicate where the UGA may expand at some future date. Development regulations for the Urban Reserve area require clustering of development within designated areas outside the UGA so as not to preclude future urban residential development, and provide for a transition from rural to urban infrastructure. The maximum allowed residential gross density is 1 residence per 10 acres in a standard land division, or 1 residence per 5 acres in conservation and reserve development (CaRD) land divisions.

■ Rural Village

Policies

- 3C-1.6** Rural Villages shall be located only in designated Rural areas. Rural Village designation and densities are based on existing rural residential and commercial development patterns and uses, environmental constraints, presence of critical areas, proximity to designated natural resource lands, and adequate capacity to maintain existing rural levels of service.
- 3C-1.7** Rural Villages represent historical communities throughout the County with future development limited to infill within designated boundaries, as described further in policy 3B-1.2.

3C-1.8 The community planning process is the preferred method to determine the sizes, configurations, uses, and development potentials specific to each Rural Village. As discussed in greater detail in Chapter 12, community plans draw upon the local knowledge, experience, and preferences of community residents, provided that such is consistent with the Growth Management Act, Countywide Planning Policies, and the Comprehensive Plan.

- a) *Issues appropriate for consideration through a community plan include suitable land uses within the Rural Village, community infrastructure requirements, and development standards and design guidelines to protect and retain important features valued by the community.*
- b) *The outer boundaries of a Rural Villages shall only be amended through a community plan or through a 7-year GMA Update, provided that the boundaries of the historic Rural Villages shall be defined predominantly by the built environment that existed on or before July 1, 1990.*
- c) *Because Rural Villages are the preferred location for commercial uses in the Rural area, the establishment of new Rural Village Commercial designations within existing Rural Village boundaries may occur through the annual Comprehensive Plan amendment process, and is not required to occur through a community plan.*

■ Rural Village Density

Policies

3C-1.9 Single-family residential densities for land designated as Rural Village Residential are:

- a) *1 residential dwelling unit per acre, with public water and an approved on-site septic system;*
- b) *1 dwelling unit per 2.5 acres, with private water and an approved on-site septic system; or*
- c) *a Rural Village Community Plan may recommend smaller lot sizes, provided public sewer and water are available, and if those smaller lots are consistent with existing Rural Village development patterns and/or are appropriate to better protect critical areas, open spaces or public health and safety.*

3C-1.10 Subdivisions of undeveloped parcels on the east side of the Big Lake Rural Village are allowed with lot sizes of 5 acres or greater unless those parcels are divided through conservation and reserve developments (CaRD), utilize public utilities, and protect Big Lake Water quality.



Prior to the adoption of a Big Lake Rural Village Plan, property that is commonly referred to as the Overlook Golf Course may be subdivided according to provisions contained in the Unified Development Code.

- 3C-1.11** The Board of County Commissioners will work with the Department to prioritize community planning efforts for Rural Villages and other areas of more detailed rural planning, as further discussed in the Plan Implementation and Monitoring Element.

■ Rural Commercial and Industrial Designations

Goal C-2

Support the rural economy by fostering opportunities for rural-based employment, home businesses, natural resource-related industries, and economic diversification in tourism and recreation, of an appropriate size and scale to maintain rural character.

Policies

- 3C-2.1** New rural commercial and industrial uses will be located in designated commercial areas to avoid the proliferation of commercial businesses throughout the rural area. To encourage efficient use of land, priority consideration will be given to the siting of new rural commercial and industrial uses in areas of existing development. In order of priority, these are Rural Villages and existing Rural Centers, followed by already-developed sites in the rural area, and only lastly by wholly undeveloped sites in the rural area.

Comprehensive Plan and Zoning designations permitting commercial and industrial uses in the unincorporated portions of the county are:

- a) *Rural Village Commercial*
- b) *Rural Center*
- c) *Rural Freeway Service*
- d) *Small-Scale Recreation and Tourism*
- e) *Natural Resource Industrial*
- f) *Rural Marine Industrial*
- g) *Major Industrial Developments*

- b) *Master-Planned Resorts*
- i) *Small-Scale Business*
- j) *Rural Business*

The Home-Based Business special use also permits certain rural commercial activities.

3C-2.2 Comprehensive Plan Amendment applications to any of the rural commercial or industrial designations must meet the following criteria in order to be found consistent with the Comprehensive Plan. The proposed designation and use must:

- a) *be consistent with the existing rural character of the area;*
- b) *not create conflicts with surrounding agricultural, forest, and mineral resource lands and practices; and*
- c) *provide for the protection of critical areas, frequently flooded areas, and surface water and ground water resources, including sole source aquifers.*

3C-2.3 An applicant for any of the rural commercial or industrial designations available under this plan must submit, at the time of application, a development proposal that is consistent with the appropriate designation criteria, and that will commence or may be phased within a specified amount of time following the property's redesignation and rezone. The time lines for commencement and phasing are specified in the development regulations. A development project that has not commenced according to the specified timeline, or those portions of a phased project that have not proceeded according to an approved phasing schedule, will lose its rural commercial or industrial designation and zoning, and will be returned to its prior designation and zone.

3C-2.4 Public services and public facilities necessary for rural commercial and industrial uses shall be rural in nature, limited to those necessary to serve the use, and provided in a manner that does not permit low-density sprawl. Uses may utilize urban services that previously have been made available to the site.

The following policies describe the various rural commercial and industrial designations, and provide guidance on the types and scale of permitted uses within them.

Rural Village Commercial (RVC)

3C-2.5 The Rural Village Commercial District provides for a range of commercial uses and services to meet the everyday needs of rural

residents and natural resource industries, and to provide goods, services, and lodging for travelers and tourists to the rural area.

3C-2.6 Generally, there should be only one contiguous area designated Rural Village Commercial in each Rural Village. New uses should be clustered around the existing Rural Village Commercial district, unless the particular nature of the new use justifies an alternative location within the Rural Village.

3C-2.7 Typical uses in the Rural Village Commercial district include small retail and service businesses that primarily serve the needs of the surrounding population or support natural resource businesses and industries, art and performance galleries and studios, overnight lodging and related services for visitors to the rural area, and minor public uses.

3C-2.8 Maximum size limits for uses within the Rural Village Commercial district are intended to retain the rural character of the Rural Villages and are based on the size of existing commercial uses within the Rural Villages. A community plan may modify the dimensional standards for a particular Rural Village Commercial district, provided that the newly developed standards are consistent with existing commercial uses within that Rural Village.

3C-2.9 Land within a Rural Village may be redesignated to one of the other rural commercial or industrial designations, based on the appropriate land use designation criteria, and subject to a Rural Village community plan if one has been adopted.

Rural Center (RC)

3C-2.10 Rural Centers are small-scale commercial clusters at selected locations in the rural portion of the County. They are smaller in size and intensity than Rural Villages and generally serve the population residing within a 2 ½ mile radius.

3C-2.11 Typical uses in Rural Centers are small retail and service businesses that primarily serve the needs of the surrounding rural population and visitors to the rural area. Examples include: retail food, drug, feed, nursery, and hardware stores, specialty shops, restaurants, bed and breakfasts, service stations, and personal care services.

3C-2.12 Rural Centers may not include new residential uses other than business-owner or operator residences and loft living quarters over store fronts,



GUARDIAN NORTHWEST TITLE & ESCROW

Formerly First American Title Company of Skagit County

1301-B Riverside Drive / PO Box 1667, Mount Vernon, WA 98273

Toll Free: 800-869-7045 Phone: 360-424-0115 Fax 360-424-5885 www.gnwtitle.com

Order No.: 108070

Policy No.: 5020500-0222093e

NOTE: THIS CONTAINS IMPORTANT INFORMATION ABOUT THE REAL ESTATE TRANSACTION YOU HAVE JUST COMPLETED.

READ IT AND RETAIN IT WITH YOUR OTHER VALUABLE PAPERS PERTAINING TO YOUR PROPERTY.

The new home or other real estate you have purchased is protected with a Policy of Title Insurance issued by FIRST AMERICAN TITLE INSURANCE COMPANY. This is our guarantee of ownership.


We have assigned the above order number to your records to assure prompt processing of future title orders involving the property. If you sell or obtain a loan on this property within five years, FIRST AMERICAN TITLE INSURANCE COMPANY, will in most instances, REDUCE THE USUAL POLICY RATE BY 20 PERCENT, and thereafter certain other reduced rates may apply.

To obtain these SAVINGS, it will be necessary for you to inform the real estate agent, lender and/or escrow holder handling further transactions that such policies of title insurance, as are required, should be issued by FIRST AMERICAN TITLE INSURANCE COMPANY.

We appreciate the opportunity of serving you and will be glad to assist you in any way, remembering that the PROTECTION OF YOUR PROPERTY IS YOUR FIRST CONSIDERATION – AND OURS.

Sincerely Yours,
Guardian Northwest Title Company

By: 
Gale A. Hickok, Manager

 First American Title™	Homeowner's Policy of Title Insurance For a One-To-Four Family Residence
	ISSUED BY First American Title Insurance Company
Eagle Policy	POLICY NUMBER 5020500-0222093e

OWNER'S INFORMATION SHEET

Your Title Insurance Policy is a legal contract between You and Us. It applies only to a one-to-four family residence and only if each insured named in Schedule A is a Natural Person. If the Land described in Schedule A of the Policy is not an improved residential lot on which there is located a one-to-four family residence, or if each insured named in Schedule A is not a Natural Person, contact Us immediately. The Policy insures You against actual loss resulting from certain Covered Risks. These Covered Risks are listed beginning on page 2 of the Policy. The Policy is limited by:

- Provisions of Schedule A
- Exceptions in Schedule B
- Our Duty To Defend Against Legal Actions On Page 3
- Exclusions on page 4
- Conditions on pages 4, 5 and 6.

You should keep the Policy even if You transfer Your Title to the Land. It may protect against claims made against You by someone else after You transfer Your Title.

IF YOU WANT TO MAKE A CLAIM, SEE SECTION 3 UNDER CONDITIONS ON PAGE 4.

The premium for this Policy is paid once. No additional premium is owed for the Policy.

This sheet is not Your insurance Policy. It is only a brief outline of some of the important Policy features. The Policy explains in detail Your rights and obligations and Our rights and obligations. Since the Policy - and not this sheet - is the legal document,

YOU SHOULD READ THE POLICY VERY CAREFULLY.


If You have any questions about Your Policy, contact:

**FIRST AMERICAN TITLE INSURANCE COMPANY
1 First American Way
Santa Ana, California 92707**

Homeowner's Policy of Title Insurance for a One-to-Four Family Residence

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 First American Title™	Homeowner's Policy of Title Insurance For a One-To-Four Family Residence
	ISSUED BY First American Title Insurance Company
Eagle Policy	POLICY NUMBER 5020500-0222093e

As soon as You Know of anything that might be covered by this Policy, You must notify Us promptly in writing at the address shown in Section 3 of the Conditions.

OWNER'S COVERAGE STATEMENT

This Policy insures You against actual loss, including any costs, attorneys' fees and expenses provided under this Policy. The loss must result from one or more of the Covered Risks set forth below. This Policy covers only Land that is an improved residential lot on which there is located a one-to-four family residence and only when each insured named in Schedule A is a Natural Person.

Your insurance is effective on the Policy Date. This Policy covers Your actual loss from any risk described under Covered Risks if the event creating the risk exists on the Policy Date or, to the extent expressly stated in Covered Risks, after the Policy Date.

Your insurance is limited by all of the following:

- The Policy Amount
- For Covered Risk 16, 18, 19 and 21, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A
- The Exceptions in Schedule B
- Our Duty To Defend Against Legal Actions
- The Exclusions on page 4
- The Conditions on pages 4, 5 and 6

COVERED RISKS

The Covered Risks are:

1. Someone else owns an interest in Your Title.
2. Someone else has rights affecting Your Title because of leases, contracts, or options.
3. Someone else claims to have rights affecting Your Title because of forgery or impersonation.
4. Someone else has an Easement on the Land.
5. Someone else has a right to limit Your use of the Land.
6. Your Title is defective. Some of these defects are:
 - a. Someone else's failure to have authorized a transfer or conveyance of your Title.
 - b. Someone else's failure to create a valid document by electronic means.
 - c. A document upon which Your Title is based is invalid because it was not properly signed, sealed, acknowledged, delivered or recorded.
 - d. A document upon which Your Title is based was signed using a falsified, expired, or otherwise invalid power of attorney.
 - e. A document upon which Your Title is based was not properly filed, recorded, or indexed in the Public Records.
 - f. A defective judicial or administrative proceeding.
7. Any of Covered Risks 1 through 6 occurring after the Policy Date.
8. Someone else has a lien on Your Title, including a:
 - a. lien of real estate taxes or assessments imposed on Your Title by a governmental authority that are due or payable, but unpaid;
 - b. Mortgage;
 - c. judgment, state or federal tax lien;
 - d. charge by a homeowner's or condominium association; or
 - e. lien, occurring before or after the Policy Date, for labor and material furnished before the Policy Date.
9. Someone else has an encumbrance on Your Title.
10. Someone else claims to have rights affecting Your Title because of fraud, duress, incompetency or incapacity.
11. You do not have actual vehicular and pedestrian access to and from the Land, based upon a legal right.
12. You are forced to correct or remove an existing violation of any covenant, condition or restriction affecting the Land, even if the covenant, condition or restriction is excepted in Schedule B. However, You are not covered for any violation that relates to:
 - a. any obligation to perform maintenance or repair on the Land; or
 - b. environmental protection of any kind, including hazardous or toxic conditions or substances unless there is a notice recorded in the Public Records, describing any part of the Land, claiming a violation exists. Our liability for this Covered Risk is limited to the extent of the violation stated in that notice.
13. Your Title is lost or taken because of a violation of any covenant, condition or restriction, which occurred before You acquired Your Title, even if the covenant, condition or restriction is excepted in Schedule B.

14. The violation or enforcement of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; or
 - f. environmental protection,
 if there is a notice recorded in the Public Records, describing any part of the Land, claiming a violation exists or declaring the intention to enforce the law or regulation. Our liability for this Covered Risk is limited to the extent of the violation or enforcement stated in that notice.
15. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 14 if there is a notice recorded in the Public Records, describing any part of the Land, of the enforcement action or intention to bring an enforcement action. Our liability for this Covered Risk is limited to the extent of the enforcement action stated in that notice.
16. Because of an existing violation of a subdivision law or regulation affecting the Land:
 - a. You are unable to obtain a building permit;
 - b. You are required to correct or remove the violation; or
 - c. someone else has a legal right to, and does, refuse to perform a contract to purchase the Land, lease it or make a Mortgage loan on it.
 The amount of Your insurance for this Covered Risk is subject to Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.
17. You lose Your Title to any part of the Land because of the right to take the Land by condemning it, if:
 - a. there is a notice of the exercise of the right recorded in the Public Records and the notice describes any part of the Land; or
 - b. the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.
18. You are forced to remove or remedy Your existing structures, or any part of them -- other than boundary walls or fences -- because any portion was built without obtaining a building permit from the proper government office. The amount of Your insurance for this Covered Risk is subject to Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.
19. You are forced to remove or remedy Your existing structures, or any part of them, because they violate an existing zoning law or zoning regulation. If You are required to remedy any portion of Your existing structures, the amount of Your insurance for this Covered Risk is subject to Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.
20. You cannot use the Land because use as a single-family residence violates an existing zoning law or zoning regulation.
21. You are forced to remove Your existing structures because they encroach onto Your neighbor's land. If the encroaching structures are boundary walls or fences, the amount of Your insurance for this Covered Risk is subject to Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.
22. Someone else has a legal right to, and does, refuse to perform a contract to purchase the Land, lease it or make a Mortgage loan on it because Your neighbor's existing structures encroach onto the Land.
23. You are forced to remove Your existing structures which encroach onto an Easement or over a building set-back line, even if the Easement or building set-back line is excepted in Schedule B.
24. Your existing structures are damaged because of the exercise of a right to maintain or use any Easement affecting the Land, even if the Easement is excepted in Schedule B.
25. Your existing improvements (or a replacement or modification made to them after the Policy Date), including lawns, shrubbery or trees, are damaged because of the future exercise of a right to use the surface of the Land for the extraction or development of minerals, water or any other substance, even if those rights are excepted or reserved from the description of the Land or excepted in Schedule B.
26. Someone else tries to enforce a discriminatory covenant, condition or restriction that they claim affects Your Title which is based upon race, color, religion, sex, handicap, familial status, or national origin.
27. A taxing authority assesses supplemental real estate taxes not previously assessed against the Land for any period before the Policy Date because of construction or a change of ownership or use that occurred before the Policy Date.
28. Your neighbor builds any structures after the Policy Date -- other than boundary walls or fences -- which encroach onto the Land.
29. Your Title is unmarketable, which allows someone else to refuse to perform a contract to purchase the Land, lease it or make a Mortgage loan on it.
30. Someone else owns an interest in Your Title because a court order invalidates a prior transfer of the title under federal bankruptcy, state insolvency, or similar creditors' rights laws.
31. The residence with the address shown in Schedule A is not located on the Land at the Policy Date.
32. The map, if any, attached to this Policy does not show the correct location of the Land according to the Public Records.

OUR DUTY TO DEFEND AGAINST LEGAL ACTIONS

We will defend Your Title in any legal action only as to that part of the action which is based on a Covered Risk and which is not excepted or excluded from coverage in this Policy. We will pay the costs, attorneys' fees, and expenses We incur in that defense.

We will not pay for any part of the legal action which is not based on a Covered Risk or which is excepted or excluded from coverage in this Policy.

We can end Our duty to defend Your Title under section 4 of the Conditions.

This Policy is not complete without Schedules A and B.

EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

CONDITIONS

1. DEFINITIONS

- a. Easement – the right of someone else to use the Land for a special purpose.
- b. Estate Planning Entity – a legal entity or Trust established by a Natural Person for estate planning.
- c. Known – things about which You have actual knowledge. The words "Know" and "Knowing" have the same meaning as Known.
- d. Land – the land or condominium unit described in paragraph 3 of Schedule A and any improvements on the Land which are real property.
- e. Mortgage – a mortgage, deed of trust, trust deed or other security instrument.
- f. Natural Person – a human being, not a commercial or legal organization or entity. Natural Person includes a trustee of a Trust even if the trustee is not a human being.
- g. Policy Date – the date and time shown in Schedule A. If the insured named in Schedule A first acquires the interest shown in Schedule A by an instrument recorded in the Public Records later than the date and time shown in Schedule A, the Policy Date is the date and time the instrument is recorded.
- h. Public Records – records that give constructive notice of matters affecting Your Title, according to the state statutes where the Land is located.
- i. Title – the ownership of Your interest in the Land, as shown in Schedule A.
- j. Trust – a living trust established by a Natural Person for estate planning.
- k. We/Our/Us – First American Title Insurance Company.
- l. You/Your – the insured named in Schedule A and also those identified in Section 2.b. of these Conditions.

2. CONTINUATION OF COVERAGE

- a. This Policy insures You forever, even after You no longer have Your Title. You cannot assign this Policy to anyone else.
- b. This Policy also insures:
 - (1) anyone who inherits Your Title because of Your death;
 - (2) Your spouse who receives Your Title because of dissolution of Your marriage;
 - (3) the trustee or successor trustee of a Trust or any Estate Planning Entity to whom You transfer Your Title after the Policy Date;
 - (4) the beneficiaries of Your Trust upon Your death; or
 - (5) anyone who receives Your Title by a transfer effective on Your death as authorized by law.
- c. We may assert against the insureds identified in Section 2.b. any rights and defenses that We have against any previous insured under this Policy.

3. HOW TO MAKE A CLAIM

- a. Prompt Notice Of Your Claim
 - (1) As soon as You Know of anything that might be covered by this Policy, You must notify Us promptly in writing.
 - (2) Send Your notice to **First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707. Phone: 888-632-1642.** Please include the Policy number shown in Schedule A, and the county and state where the Land is located. Please enclose a copy of Your policy, if available.
 - (3) If You do not give Us prompt notice, Your coverage will be reduced or ended, but only to the extent Your failure affects Our ability to resolve the claim or defend You.

ENDORSEMENT

Attached to Policy No.: 5020500-0222093e
Order No.: 108070

Issued by
FIRST AMERICAN TITLE INSURANCE COMPANY

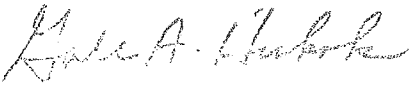
Paragraph 7 of the Conditions of the Policy is hereby amended to read:

7. TRANSFER OF YOUR RIGHTS TO US

- a. When We settle Your claim, We have all the rights You have against any person or property related to the claim. You must transfer these rights to Us when We ask, and You must not do anything to affect these rights. You must let Us use Your name in enforcing these rights.
- b. We will not be liable to You if We do not pursue these rights of if We do not recover any amount that might be recoverable.
- c. If Our payment to You does not fully cover Your loss, then You and We will share Your rights against any person or property related to the claim in the proportion that Our payment bears to the total amount of Your loss. We will pay any money We collect from enforcing these rights in the following order:
 - (1) to You for Your loss that You have not already collected;
 - (2) to Us for any money We paid out under this Policy on account of Your claim and for the costs, attorneys' fees and expenses We paid to enforce these rights; and
 - (3) to You whatever is left.
- d. If You have rights under contracts (such as indemnities, guaranties, bonds or other policies of insurance) to recover all or part of Your loss, then We have all of those rights, even if those contracts provide that those obligated have all of Your rights under this Policy.

This endorsement is made a part of the Policy, and only amends paragraph 7 of the Conditions section of the Policy. All other terms and provisions of the Policy and any other endorsements are unchanged by this endorsement. This endorsement does not extend the Policy Date or increase the Policy Amount.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 
Authorized Signatory

Schedule "C"
Legal Description

The land referred to in this report/policy is situated in the State of Washington, County of Skagit, and is described as follows:

Parcel "A":

Those certain unnumbered Lots in Block 3 of "TOWN PLAT OF EDISON (HALLER'S ADDITION)", as per plat recorded in Volume 1 of Plats, page 7, records of Skagit County, Washington, more particularly described as follows:

Beginning at the intersection of the West line of Lot 5 in Block 2 of said Plat with the Edison Slough; thence South along said West line to the Northeast corner of Lot 4 in said Block 2; thence West along the North line of Lots 3 and 4 in Block 2, a distance of 120 feet to the East line of Lot 1 in Block 3; thence North along the East line of Lots 1 and 2 in Block 3, a distance of 120 feet to the South line of Lot 3 in said Block 3; thence East along said South line to its intersection with Edison Slough; thence Southeasterly along said Slough to the point of beginning; EXCEPT those portions thereof lying within the right-of-way of Diking District No. 19.

Parcel "B":

The East ½ of Lots 1 and 2 and the North 10 feet of the West ½ of Lot 2 in Block 3 of "TOWN PLAT OF EDISON (HALLER'S ADDITION)" as per plat recorded in Volume 1 of Plats, Page 7, records of Skagit County, Washington, TOGETHER WITH that portion of the vacated alley in said Block which has reverted to said premises by operation of law; ALSO TOGETHER WITH that portion, if any, of vacated Gilkey Avenue which has reverted to said North 10 feet of the West ½ of Lot 2 by operation of law; EXCEPT those portions thereof lying within the rights-of-way of Diking District No. 19.

End of Schedule "C"

F. REGULATORY NOTICE/AGREEMENT THAT MAY INCLUDE COVENANTS, CONDITIONS AND RESTRICTIONS AFFECTING THE SUBJECT PROPERTY:

Recorded: April 30, 2002
Auditor's No.: 200204300078
Regarding: Development Activities on or Adjacent to Natural
Resource Lands

Reference is hereby made to the record for the full particulars of said notice/agreement. However, said notice/agreement may have changed or may in the future change without recorded notice.

Said notice/agreement may pertain to governmental regulations for building or land use. Said matters are not a matter of title insurance. If such non-title insurance matters are shown, they are shown as a courtesy only, without the expectation that all such matters have been shown.

G. REGULATORY NOTICE/AGREEMENT THAT MAY INCLUDE COVENANTS, CONDITIONS AND RESTRICTIONS AFFECTING THE SUBJECT PROPERTY:

Recorded: April 30, 2002
Auditor's No.: 200204300079
Regarding: Special Flood Hazard Zone

Reference is hereby made to the record for the full particulars of said notice/agreement. However, said notice/agreement may have changed or may in the future change without recorded notice.

Said notice/agreement may pertain to governmental regulations for building or land use. Said matters are not a matter of title insurance. If such non-title insurance matters are shown, they are shown as a courtesy only, without the expectation that all such matters have been shown.

End of Schedule "B-1"

Schedule "B-1"

Exceptions:

A. EASEMENT, INCLUDING TERMS AND PROVISIONS THEREOF:

Grantee: Skagit County
Dated: April 6, 1997
Recorded: July 2, 1997
Auditor's No. 9707020070
Purpose: Sewage Facilities
Area Affected: An undisclosed portion of the subject property

B. Any adverse claim by reason of any change in the location of the boundaries of said premises which may have resulted from any change in the location of the River/Creek herein named, or its banks, or which may result from such change in the future.

River/Creek: North Samish River also known as Edison Slough

C. Right of the State of Washington in and to that portion, if any, of the property herein described which lies below the line ordinary high water of North Samish River also known as Edison Slough.

D. Right of the general public to the unrestricted use of all the waters of a navigable body of water, not only for the primary purposes of navigation, but also for corollary purposes, including (but not limited to) fishing, boating, bathing, swimming, water skiing and other related recreational purposes, as those waters may affect the tidelands, shorelands, or adjoining uplands, and whether the level of the water has been raised naturally or artificially to a maintained or fluctuating level, all as further defined by the decisional law of this state. (Affects all of the premises subject to such submergence.)

E. ANY AND ALL OFFERS OF DEDICATIONS, CONDITIONS, RESTRICTIONS, EASEMENTS, FENCE LINE/BOUNDARY DISCREPANCIES, NOTES, PROVISIONS AND/OR ANY OTHER MATTERS AS DISCLOSED AND/OR DELINEATED ON THE FACE OF THE FOLLOWING PLAT/SHORT PLAT/SURVEY:

Name: Survey
Recorded: August 4, 2005
Auditor's No.: 200508040100

**Schedule "B"
Exceptions**

In addition to the Exclusions, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. GENERAL TAXES:

Year: 2015
Amount Billed: \$ 2,351.96
Amount Paid: \$ 1,176.03
Tax Account No.: 4099-003-002-0006 (P72958)

Said taxes will not become delinquent if paid on or before October 31st.

2. DEED OF TRUST INCLUDING THE TERMS AND CONDITIONS THEREOF:

Grantor: Nadine Burrington Foist and Robert Houston Foist, wife and husband
Trustee: Guardian Northwest Title
Beneficiary: Ralph Wisner Sawyer and Roberta S. Sawyer
Amount: \$ 230,000.00, plus interest, if any
Dated: April 17, 2015
Recorded: April 17, 2015
Auditor's No.: 201504170066

3. For easements, restrictions or other exceptions, see Schedule "B-1", attached hereto.

End of Schedule "B"

Schedule "A"

Order No. 108070	Policy No. 5020500- 0222093e	Date of Policy 4/17/2015 at 10:48AM	Amount of Insurance \$ 290,000.00	Premium \$ 1,051.00
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Deductible Amounts and Maximum Dollar Limits of Liability
For Covered Risk 14, 15, 16 and 18:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 14 (Subdivision Law Violation):	1% of Policy Amount: or \$ 2,500 (whichever is less)	\$ 10,000
Covered Risk 15 (Building Permit):	1% of Policy Amount or \$ 5,000 (whichever is less)	\$ 25,000
Covered Risk 16 (Zoning):	1% of Policy Amount or \$ 5,000 (whichever is less)	\$ 25,000
Covered Risk 18 (Encroachment of Boundary Walls or Fences):	1% of Policy Amount or \$ 2,500 (whichever is less)	\$ 5,000

Street Address of the Land: 5717 Gilkey Avenue, Bow, WA 98232

1. Name of Insured:

Nadine Burrington Foist and Robert Houston Foist

2. Your interest in the Land covered by this policy is:

Fee Simple

3. The Land referred to in this Policy is described on the attached Schedule "C".

- (2) Any amount paid to the owner of the Mortgage shall be subtracted from the Policy Amount then in force; and
- (3) If Your claim is covered only under Covered Risk 16, 18, 19 or 21, any amount paid to the owner of the Mortgage shall also be subtracted from Our Maximum Dollar Limit of Liability for the particular Covered Risk.
- f. If You do anything to affect any right of recovery You may have against someone else, We can subtract from Our liability the amount by which You reduced the value of that right.
- 7. TRANSFER OF YOUR RIGHTS TO US**
- a. When We settle Your claim, We have all the rights and remedies You have against any person or property related to the claim. You must not do anything to affect these rights and remedies. When We ask, You must execute documents to evidence the transfer to Us of these rights and remedies. You must let Us use Your name in enforcing these rights and remedies.
- b. We will not be liable to You if We do not pursue these rights and remedies or if We do not recover any amount that might be recoverable.
- c. We will pay any money We collect from enforcing these rights and remedies in the following order:
- (1) to Us for the costs, attorneys' fees and expenses We paid to enforce these rights and remedies;
 - (2) to You for Your loss that You have not already collected;
 - (3) to Us for any money We paid out under this Policy on account of Your claim; and
 - (4) to You whatever is left.
- d. If You have rights and remedies under contracts (such as indemnities, guaranties, bonds or other policies of insurance) to recover all or part of Your loss, then We have all of those rights and remedies, even if those contracts provide that those obligated have all of Your rights and remedies under this Policy.
- 8. THIS POLICY IS THE ENTIRE CONTRACT**
This Policy, with any endorsements, is the entire contract between You and Us. To determine the meaning of any part of this Policy, You must read the entire Policy and any endorsements. Any changes to this Policy must be agreed to in writing by Us. Any claim You make against Us must be made under this Policy and is subject to its terms.
- 9. INCREASED POLICY AMOUNT**
The Policy Amount then in force will increase by ten percent (10%) of the Policy Amount shown in Schedule A each year for the first five years following the Policy Date shown in Schedule A, up to one hundred fifty percent (150%) of the Policy Amount shown in Schedule A. The increase each year will happen on the anniversary of the Policy Date shown in Schedule A.
- 10. SEVERABILITY**
If any part of this Policy is held to be legally unenforceable, both You and We can still enforce the rest of this Policy.
- 11. ARBITRATION**
- a. If permitted in the state where the Land is located, You or We may demand arbitration.
 - b. The law used in the arbitration is the law of the state where the Land is located.
 - c. The arbitration shall be under the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). You can get a copy of the Rules from Us.
 - d. Except as provided in the Rules, You cannot join or consolidate Your claim or controversy with claims or controversies of other persons.
 - e. The arbitration shall be binding on both You and Us. The arbitration shall decide any matter in dispute between You and Us.
 - f. The arbitration award may be entered as a judgment in the proper court.
- 12. CHOICE OF LAW**
The law of the state where the Land is located shall apply to this policy.

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be hereunto affixed by its authorized officers as of Date of Policy shown in Schedule A.

First American Title Insurance Company



Dennis J. Gilmore
President



Jeffrey S. Robinson
Secretary

For Reference:

File #: 108070

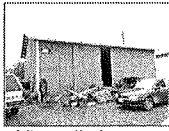
Loan #: *

(This Policy is valid only when Schedules A and B are attached)

This jacket was created electronically and constitutes an original document

- b. **Proof Of Your Loss**
- (1) We may require You to give Us a written statement signed by You describing Your loss which includes:
 - (a) the basis of Your claim;
 - (b) the Covered Risks which resulted in Your loss;
 - (c) the dollar amount of Your loss; and
 - (d) the method You used to compute the amount of Your loss.
 - (2) We may require You to make available to Us records, checks, letters, contracts, insurance policies and other papers which relate to Your claim. We may make copies of these papers.
 - (3) We may require You to answer questions about Your claim under oath.
 - (4) If you fail or refuse to give Us a statement of loss, answer Our questions under oath, or make available to Us the papers We request, Your coverage will be reduced or ended, but only to the extent Your failure or refusal affects Our ability to resolve the claim or defend You.
- 4. OUR CHOICES WHEN WE LEARN OF A CLAIM**
- a. After We receive Your notice, or otherwise learn, of a claim that is covered by this Policy, Our choices include one or more of the following:
 - (1) Pay the claim;
 - (2) Negotiate a settlement;
 - (3) Bring or defend a legal action related to the claim;
 - (4) Pay You the amount required by this Policy;
 - (5) End the coverage of this Policy for the claim by paying You Your actual loss resulting from the Covered Risk, and those costs, attorneys' fees and expenses incurred up to that time which We are obligated to pay;
 - (6) End the coverage described in Covered Risk 16, 18, 19 or 21 by paying You the amount of Your insurance then in force for the particular Covered Risk, and those costs, attorneys' fees and expenses incurred up to that time which We are obligated to pay;
 - (7) End all coverage of this Policy by paying You the Policy Amount then in force, and those costs, attorneys' fees and expenses incurred up to that time which We are obligated to pay;
 - (8) Take other appropriate action.
 - b. When We choose the options in Sections 4.a. (5), (6) or (7), all Our obligations for the claim end, including Our obligation to defend, or continue to defend, any legal action.
 - c. Even if We do not think that the Policy covers the claim, We may choose one or more of the options above. By doing so, We do not give up any rights.
- 5. HANDLING A CLAIM OR LEGAL ACTION**
- a. You must cooperate with Us in handling any claim or legal action and give Us all relevant information.
 - b. If You fail or refuse to cooperate with Us, Your coverage will be reduced or ended, but only to the extent Your failure or refusal affects Our ability to resolve the claim or defend You.
 - c. We are required to repay You only for those settlement costs, attorneys' fees and expenses that We approve in advance.
 - d. We have the right to choose the attorney when We bring or defend a legal action on Your behalf. We can appeal any decision to the highest level. We do not have to pay Your claim until the legal action is finally decided.
- e. Whether or not We agree there is coverage, We can bring or defend a legal action, or take other appropriate action under this Policy. By doing so, We do not give up any rights.
- 6. LIMITATION OF OUR LIABILITY**
- a. After subtracting Your Deductible Amount if it applies, We will pay no more than the least of:
 - (1) Your actual loss;
 - (2) Our Maximum Dollar Limit of Liability then in force for the particular Covered Risk, for claims covered only under Covered Risk 16, 18, 19 or 21; or
 - (3) the Policy Amount then in force. and any costs, attorneys' fees and expenses that We are obligated to pay under this Policy.
 - b. If We pursue Our rights under Sections 4.a.(3) and 5.e. of these Conditions and are unsuccessful in establishing the Title, as insured:
 - (1) the Policy Amount then in force will be increased by 10% of the Policy Amount shown in Schedule A, and
 - (2) You shall have the right to have the actual loss determined on either the date the claim was made by You or the date it is settled and paid.
 - c.
 - (1) If We remove the cause of the claim with reasonable diligence after receiving notice of it, all Our obligations for the claim end, including any obligation for loss You had while We were removing the cause of the claim.
 - (2) Regardless of 6.c.(1) above, if You cannot use the Land because of a claim covered by this Policy:
 - (a) You may rent a reasonably equivalent substitute residence and We will repay You for the actual rent You pay, until the earlier of:
 - (i) the cause of the claim is removed; or
 - (ii) We pay You the amount required by this Policy. If Your claim is covered only under Covered Risk 16, 18, 19 or 21, that payment is the amount of Your insurance then in force for the particular Covered Risk.
 - (b) We will pay reasonable costs You pay to relocate any personal property You have the right to remove from the Land, including transportation of that personal property for up to twenty-five (25) miles from the Land, and repair of any damage to that personal property because of the relocation. The amount We will pay You under this paragraph is limited to the value of the personal property before You relocate it.
 - d. All payments We make under this Policy reduce the Policy Amount then in force, except for costs, attorneys' fees and expenses. All payments We make for claims which are covered only under Covered Risk 16, 18, 19 or 21 also reduce Our Maximum Dollar Limit of Liability for the particular Covered Risk, except for costs, attorneys' fees and expenses.
 - e. If We issue, or have issued, a Policy to the owner of a Mortgage that is on Your Title and We have not given You any coverage against the Mortgage, then:
 - (1) We have the right to pay any amount due You under this Policy to the owner of the Mortgage, and any amount paid shall be treated as a payment to You under this Policy, including under Section 4.a. of these Conditions;

Details for Parcel: P72958



[View all pictures](#)

Jurisdiction: SKAGIT COUNTY
 Skagit County - [Rural Village Residential](#)

Zoning Designation:

- [Recorded Documents](#)
- [Excise Affidavits](#)
- [Septic System](#)

Documents scanned and recorded by the Auditor's office
Document scans of excise affidavits
Septic system information

Parcel Number	XrefID	Quarter	Section	Township	Range
P72958	4099-003-002-0006	03	33	36	03
Owner Information	Site Address(es)	Map Links			
FOIST NADINE BURRINTON	5717 GILKEY AVENUE	Open in iMap			
FOIST ROBERT HOUSTON	Skagit County, WA (<i>Jurisdiction, State</i>)	Assessor's Parcel Map:			
14793 GIBRALTER RD	Zip Code Lookup Site Address Information	PDF DWF			
ANACORTES, WA 98221					
2014 Values for 2015 Taxes*	Sale Information	2015 Property Tax Summary			
Building Market Value \$40,200.00	Deed Type WARRANTY DEED	2015 Taxable Value	\$131,300.00		
Land Market Value +\$91,100.00	Sale Date 2015-04-15	General Taxes	\$1,663.91		
Total Market Value \$131,300.00	Sale Price \$290,000.00	Special Assessments/Fees	+\$688.05		
Assessed Value \$131,300.00	Sale requires NRL disclosure (more info)	Total Taxes	\$2,351.96		
Taxable Value \$131,300.00					

* Effective date of value is January 1 of the assessment year (2014)

Legal Description [Definitions](#)

(DK19 AND ESCWD) THOSE CERTAIN UNNUMBERED LOTS IN BLOCK 3 OF "TOWN PLAT OF EDISON (HALLER'S ADDITION)", AS PER PLAT RECORDED IN VOLUME 1 OF PLATS, PAGE 7, RECORDS OF SKAGIT COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE WEST LINE OF LOT 5 IN BLOCK 2 OF SAID PLAT WITH THE EDISON SLOUGH; THENCE SOUTH ALONG SAID WEST LINE TO THE NORTHEAST CORNER OF LOT 4 IN SAID BLOCK 2; THENCE WEST ALONG THE NORTH LINE OF LOTS 3 AND 4 IN BLOCK 2, A DISTANCE OF 120 FEET TO THE EAST LINE OF LOT 1 IN BLOCK 3; THENCE NORTH ALONG THE EAST LINE OF LOTS 1 AND 2 IN BLOCK 3, A DISTANCE OF 120 FEET TO THE SOUTH LINE OF LOT 3 IN SAID BLOCK 3; THENCE EAST ALONG SAID SOUTH LINE TO ITS INTERSECTION WITH EDISON SLOUGH; THENCE SOUTHEASTERLY ALONG SAID SLOUGH TO THE POINT OF BEGINNING; EXCEPT THOSE PORTIONS THEREOF LYING WITHIN THE RIGHT-OF-WAY OF DIKING DISTRICT NO. 19. ALSO TOGETHER WITH THE EAST 1/2 OF LOTS 1 AND 2 AND THE NORTH 10 FEET OF THE WEST 1/2 OF LOT 2 IN BLOCK 3 OF "TOWN PLAT OF EDISON (HALLER'S ADDITION)", AS PER PLAT RECORDED IN VOLUME 1 OF PLATS, PAGE 7, RECORDS OF SKAGIT COUNTY, WASHINGTON, TOGETHER WITH THAT PORTION OF THE VACATED ALLEY IN SAID BLOCK WHICH HAS REVERTED TO SAID PREMISES BY OPERATION OF LAW; ALSO TOGETHER WITH THAT PORTION, IF ANY, OF VACATED GILKEY AVENUE WHICH HAS REVERTED TO SAID NORTH 10 FEET OF THE WEST 1/2 OF LOT 2 BY OPERATION OF LAW, EXCEPT THOSE PORTIONS LYING WITHIN THE RIGHTS-OF-WAY OF DIKING DISTRICT NO. 19.

Land Use	(111) HOUSEHOLD, SFR, INSIDE CITY	WAC 458-53-030
Neighborhood	(20BRURAL) BURLINGTON RURAL RESIDENTIAL	
Utilities	PWR-P,WTR-P,SEP	
Levy Code	1140	
City District	Skagit County	
School District	SD100	
Fire District	F05	
Year Built	1900	
Acres	0.50	
Living Area		
Bedrooms		
Appliances		
Exemptions		
	Foundation	
	Construction Style	
	Exterior Walls	
	Roof Style	
	Roof Covering	
	Floor Construction	
	Plumbing	
	Heat-AirCond	
	Fireplace	



OWNERSHIP CERTIFICATION

I, ROBERT HOUSTON FOIST, hereby certify that I am the major property owner or officer of the corporation owning property described in the attached application, and I have familiarized myself with the rules and regulations of Skagit County with respect to filing this application for a _____ and that the statements, answers and information submitted presents the argument on behalf of this application and are in all respects true and correct to the best of my knowledge and belief.

Parcel # P 72958 Application # PL15-0378
Site Address: 5717 Gilkey Ave
City, State, Zip: Bow Edison, WA 98232
Phone: (360) 770-5950

Signature(s):

Robert Houston Foist



for: _____
(corporation or company name, if applicable)

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

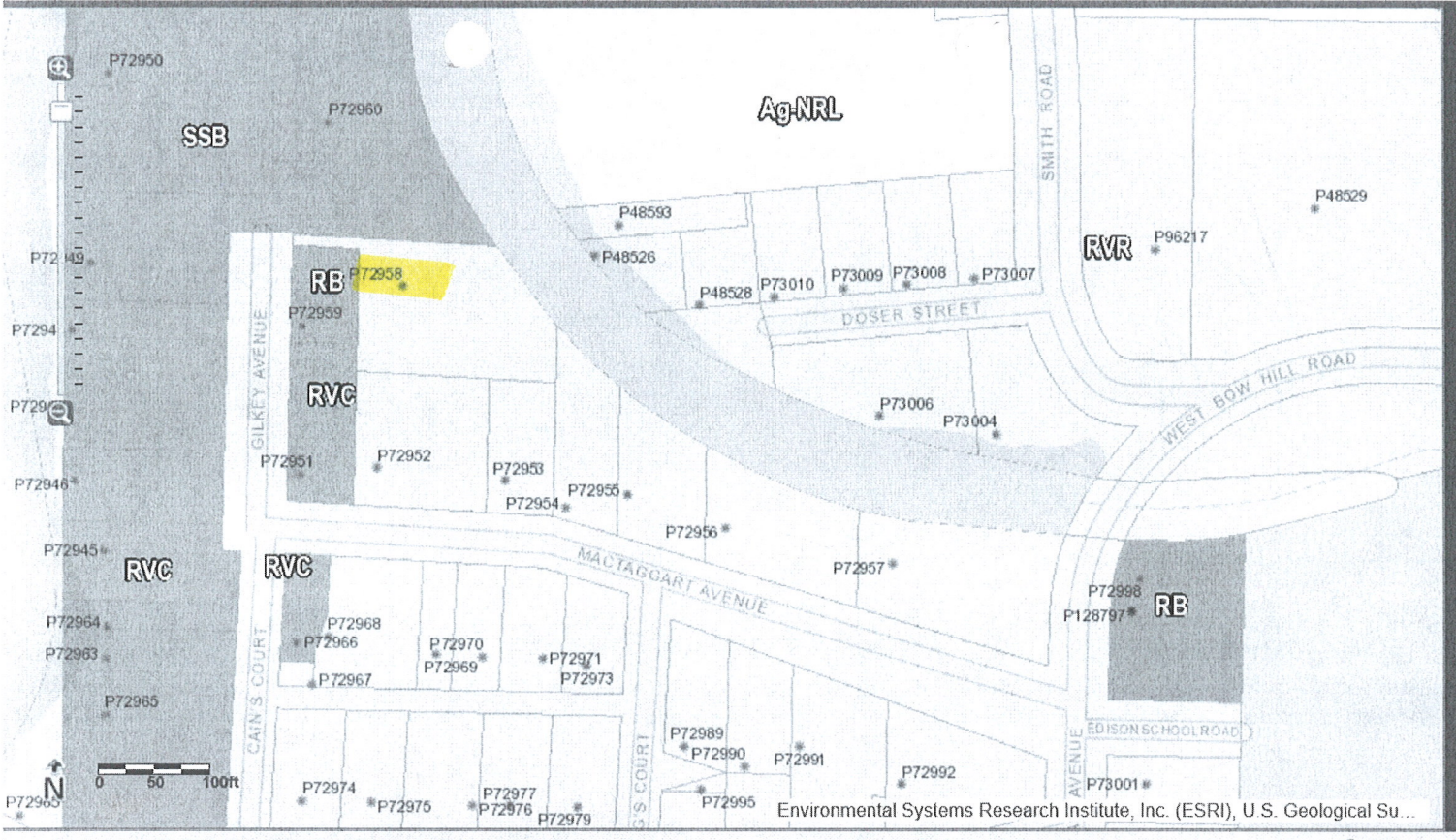
On this day personally appeared before me Robert Houston Foist known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purpose therein mentioned.

Given under my hand and official seal this 30 day of July, 2015.

Notary's Signature Jeanne M Augst

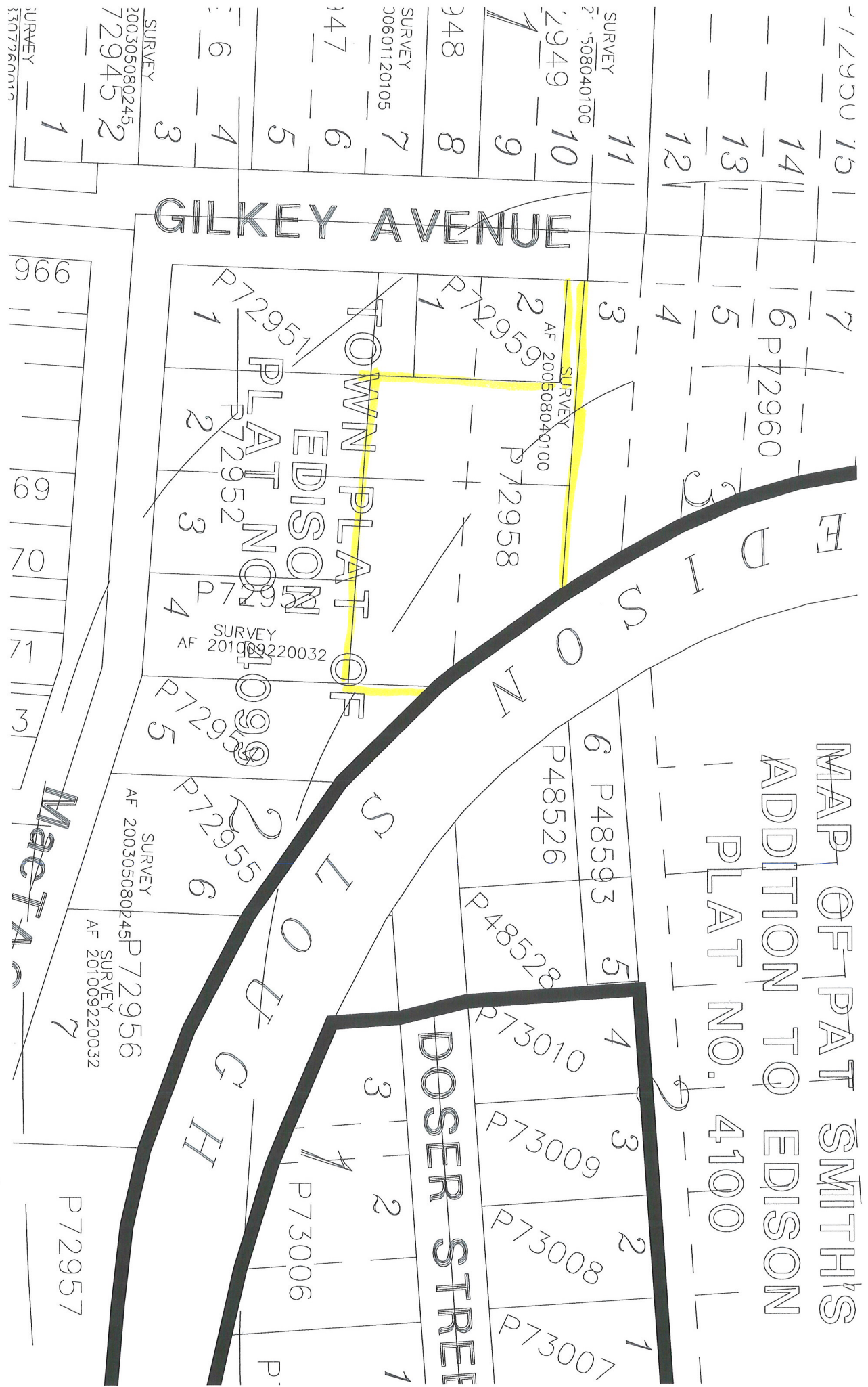
Notary Public in and for the State of Washington residing at Sedro Woolley

My Commission Expires 11/13/2018



Approximate LAT/LON (DD): -122.44352, 48.56361 || Map Scale 1:2257 125%

MAP OF PAT SMITH'S
ADDITION TO EDISON
PLAT NO. 4100



SURVEY
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Maceta

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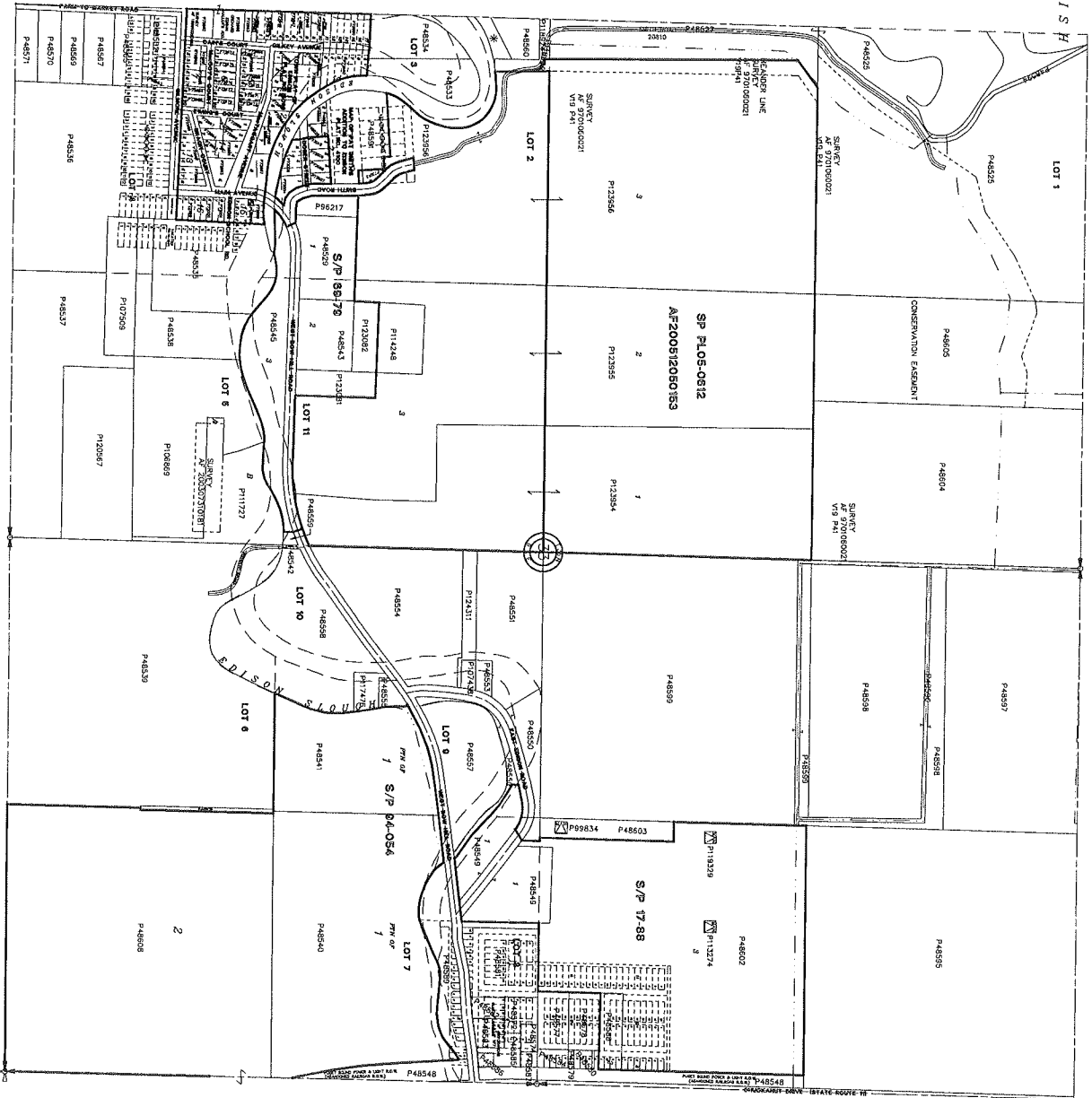
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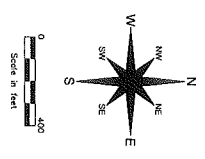
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30	29	28	27	26	25
31	32	33	34	35	36

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SKAGIT
COUNTY



These maps were created from official public records. The Skagit County Auditor's Office does not warrant the accuracy of the information shown on this map. The Auditor's Office is not responsible for any errors or omissions on this map. The Auditor's Office is not responsible for any errors or omissions on this map. The Auditor's Office is not responsible for any errors or omissions on this map.

DATE	INIT.	
DRAWN BY	12-13-94	JE
REVISED	12/12/92	JE
PLOTTED	12/12/92	JE
MAP PREPARED BY	SKAGIT COUNTY AUDITOR'S OFFICE	

Section 33
T 36 N R 03 E

Activities / Projects / Developments

10:54 07/30/2015

Parcel	Number	Type	Sub Type	Level	Date	Status	Name	Address or Location	Balance
P72958	BP02-0390	COMBO	GAR	A	04/03/2002	Micrfilm	Shaw Roberta	5717 Gilkey Avenue BOW	0
P72958	BP02-0481	FLOOD	EXMT	A	04/23/2002	Final	Sawyer Ralph	5717 Gilkey Avenue BOW	0
P72958	BP15-0499	MECH	RES	A	07/17/2015	Issued	FOIST HOUSTON	5717 GILKEY AVENUE BOW	0
P72958	PL02-0174	PLAN	LOTS	P	04/03/2002	Micrfilm	Shaw Ralph & Roberta	5717 Gilkey Avenue BOW	0
P72958	PL15-0378	PLAN	COMA	P	07/30/2015	applied	FOIST NADINE BURRINTON	5717 GILKEY AVENUE BOW	0

Total Rows: 5