

Return Address:

US Recordings, Inc.
2925 Country Drive
St. Paul, MN 55117



200904130140

Skagit County Auditor

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Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)**Document Title(s)** (or transactions contained therein): (all areas applicable to your document must be filled in) **DEED OF TRUST***Record 2nd*
*7556 7769-02***Reference Number(s) of related Documents:**

Additional reference #'s on page _____ of document

Grantor(s) (Last name, first name, initials)

KLEVEN, BRIAN R.

KLEVEN, JEANENE M.

Additional names on page _____ of document.

Grantee(s) (Last name first, then first name and initials)

QUICKEN LOANS INC.

Additional names on page _____ of document.

Trustee FNTG-CHICAGO TITLE**Legal description** (abbreviated: i.e. lot, block, plat or section, township, range)

LOT 32, CEDAR GLEN PLAT PHASE II, AUD. FILE NO. 200311130098, SKAGIT CO., WA

Additional legal is on page 21-31 of document**Assessor's Property Tax Parcel/Account Number**
assigned 48250000320000☐ Assessor Tax # not yet

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

USR /

Recording Requested by &
When Recorded Return To:
US Recordings, Inc.
2925 Country Drive
St. Paul, MN 55117

Assessor's Parcel or Account Number: 48250000320000
Abbreviated Legal Description: CEDAR GLEN PLAT PHASE II, LOT
32, ACRES 0.19, RECORDED UNDER
[Include lot, block and plat or section, township and range]
Trustee: FNTG-CHICAGO TITLE

Full legal description located on page ³²three

Additional Grantees located on page ³two

[Space Above This Line For Recording Data]

314360/
Record 2nd
75567769-02

DEED OF TRUST

3219151777

MIN100039032191517776

27-3153005

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated March 16, 2009, together with all Riders to this document.

(B) "Borrower" is Brian R. Kleven and Jeanene M. Kleven, husband and wife

Borrower is the trustor under this Security Instrument.
(C) "Lender" is Quicken Loans Inc.

WASHINGTON-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

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VMP -6A(WA) (0012)

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VMP MORTGAGE FORMS - (800)521-7251



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Lender is a Corporation
organized and existing under the laws of the State of Michigan
Lender's address is 20555 Victor Parkway, Livonia, MI 48152

(D) "Trustee" is FNTG-CHICAGO TITLE

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the beneficiary under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated March 16, 2009
The Note states that Borrower owes Lender Three Hundred Thirty Eight Thousand and 00/100 Dollars

(U.S. \$338,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than April 1, 2039

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

<input type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> Second Home Rider
<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Planned Unit Development Rider	<input checked="" type="checkbox"/> 1-4 Family Rider
<input type="checkbox"/> VA Rider	<input type="checkbox"/> Biweekly Payment Rider	<input checked="" type="checkbox"/> Other(s) [specify] Legal Attached

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

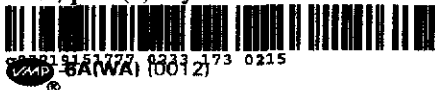
(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.



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(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

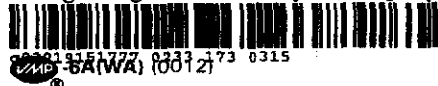
The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the _____ County _____ [Type of Recording Jurisdiction] of Skagit _____ [Name of Recording Jurisdiction]:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.
SUBJECT TO COVENANTS OF RECORD.

Parcel ID Number: 48250000320000 which currently has the address of
3510 Marion Way _____ [Street]
Anacortes _____ [City], Washington 98221 [Zip Code]
("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances



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of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community



Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.



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Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to



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hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.



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9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

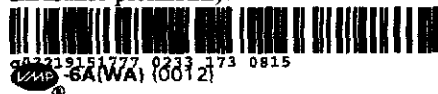
Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).



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As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.



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Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's



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notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c)



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certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of



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NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

If Lender invokes the power of sale, Lender shall give written notice to Trustee of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee and Lender shall take such action regarding notice of sale and shall give such notices to Borrower and to other persons as Applicable Law may require. After the time required by Applicable Law and after publication of the notice of sale, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of the Property for a period or periods permitted by Applicable Law by public announcement at the time and place fixed in the notice of sale. Lender or its designee may purchase the Property at any sale.

23. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs and the Trustee's fee for preparing the reconveyance.

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initials:

Abstract

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Skagit County Auditor

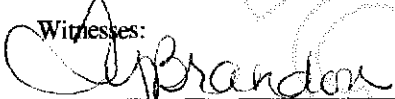
25. **Use of Property.** The Property is not used principally for agricultural purposes.


26. **Attorneys' Fees.** Lender shall be entitled to recover its reasonable attorneys' fees and costs in any action or proceeding to construe or enforce any term of this Security Instrument. The term "attorneys' fees," whenever used in this Security Instrument, shall include without limitation attorneys' fees incurred by Lender in any bankruptcy proceeding or on appeal.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

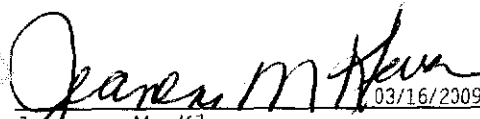
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:


Brandon


Brian R. Kleven 03/16/2009 (Seal)
-Borrower


RACHAEL CURTIS
PARALEGAL


Jeanene M. Kleven 03/16/2009 (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower



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U.S. REGION LEGAL SERVICE OFFICE
EUROPE & SOUTHWEST ASIA
PSC 817 BOX 8
FPO AE 09622-0008

STATE OF WASHINGTON

County of Skagit

} ss:

On this day personally appeared before me March 16, 2009
Brian R. Kleven and Jeanene M. Kleven, husband and wife

to me known to be the individual(s) described in and who executed the within and foregoing instrument,
and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the
uses and purposes therein mentioned.

GIVEN under my hand and official seal this 16th day of March, 2009

Tiziana Petrarca
Notary Public in and for the State of Washington, residing at

Tiziana Petrarca
My Appointment Expires on INDEFINITE

TIZIANA PETRARCA
NOTARY BY AUTHORITY
10USC936/1044A
BY STATUS NO SEAL REQUIRED



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1-4 FAMILY RIDER (Assignment of Rents)

THIS 1-4 FAMILY RIDER is made this 16th day of March, 2009, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to Quicken Loans Inc.

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:
3510 Marion Way
Anacortes. WA 98221
[Property Address]

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

MULTISTATE 1-4 FAMILY RIDER - Fannie Mae/Freddie Mac Uniform Instrument

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VMP MORTGAGE FORMS - (800)521-7291

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B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5.

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Section 19 is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.

G. ASSIGNMENT OF LEASES. Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii)



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Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

I. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.



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BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.



03/16/2009 (Seal)
Brian R. Kleven -Borrower



03/16/2009 (Seal)
Jeanene M. Kleven -Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower



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Exhibit A

LOT 32, 'CEDAR GLEN PLAT PHASE II', RECORDED NOVEMBER 13, 2003
UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 200311130098, RECORDS OF
SKAGIT COUNTY, WASHINGTON.

SUBJECT TO THE EASEMENTS, RESTRICTIONS AND OTHER EXCEPTIONS
SET FORTH ON EXHIBIT "A" ATTACHED HERETO.

A. EASEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF:

GRANTEE: GENERAL TELEPHONE COMPANY OF THE NORTHWEST,
INC., A
CORPORATION, AND ITS SUCCESSORS OR ASSIGNS
DATED: AUGUST 19, 1981
RECORDED: AUGUST 20, 1981
AUDITOR'S NO: 8108200071
PURPOSE: "...INSTALL, INSPECT AND MAINTAIN ALL OF THE
FACILITIES NECESSARY TO PROVIDE COMMUNICATION SERVICE POWER
SERVICE AND OTHER
RELATED SERVICES... "

(SEE SUB-PARAGRAPH #72 TO PARAGRAPH F)

B. EASEMENT AND PROVISIONS CONTAINED THEREIN:

GRANTEE: PUGET SOUND POWER & LIGHT COMPANY
DATED: SEPTEMBER 8, 1981
RECORDED: SEPTEMBER 11, 1981
AUDITOR'S NO: 8109110033
PURPOSE: RIGHT TO ENTER SAID PREMISES TO OPERATE,
MAINTAIN AND REPAIR
UNDERGROUND ELECTRIC TRANSMISSION AND/OR DISTRIBUTION
SYSTEM,
TOGETHER WITH THE RIGHT TO REMOVE BRUSH, TREES AND
LANDSCAPING WHICH MAY CONSTITUTE A DANGER TO SAID LINES

(SEE SUB-PARAGRAPH #72 TO PARAGRAPH F)

C. EASEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF:

GRANTEE: PUGET SOUND ENERGY, INC.
DATED: MARCH 13, 2003
RECORDED: MARCH 31, 2003
AUDITOR'S NO: 200303310327 .21



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PURPOSE: "... UTILITY SYSTEMS FOR PURPOSES OF TRANSMISSION, DISTRIBUTION AND SALE OF GAS AND ELECTRICITY..."

AREA AFFECTED:

EASEMENT NO. 1: ALL STREETS AND ROAD RIGHTS-OF-WAY AS NOW OR HEREAFTER DESIGNED, PLATTED AND/OR CONSTRUCTED WITHIN THE ABOVE DESCRIBED PROPERTY. (WHEN SAID STREETS AND ROAD ARE DEDICATED TO THE PUBLIC, THIS CLAUSE SHALL BECOME NULL AND VOID).

EASEMENT NO. 2: A STRIP OF LAND 10 FEET IN WIDTH ACROSS ALL LOTS, TRACTS AND OPEN SPACES LOCATED WITHIN THE ABOVE DESCRIBED PROPERTY BEING PARALLEL TO AND COINCIDENT WITH THE BOUNDARIES OF ALL PRIVATE/PUBLIC STREET AND ROAD RIGHTS-OF-WAY.

D. EASEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF:

GRANTEE: PORT OF ANACORTES, A WASHINGTON MUNICIPAL CORPORATION
DATED: SEPTEMBER 3, 2003
RECORDED: SEPTEMBER 4, 2003
AUDITOR'S NO: 200309040153
PURPOSE: A PERPETUAL EXCLUSIVE EASEMENT FOR THE FREE AND UNOBSTRUCTED
USE AND PASSAGE OF ALL TYPES OF AIRCRAFT AREA AFFECTED: OVER, ACROSS AND THROUGH THE AIRSPACE IN EXCESS OF 35 FEET ABOVE THE PROPERTY AND IN THE VICINITY OF THE PROPERTY

E. EASEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF:

GRANTEE: PORT OF ANACORTES, A WASHINGTON MUNICIPAL CORPORATION
DATED: SEPTEMBER 3, 2003
RECORDED: SEPTEMBER 4, 2003
AUDITOR'S NO: 200309040153
PURPOSE AND AREA AFFECTED: PERPETUAL EXCLUSIVE EASEMENT FOR THE FREE AND UNOBSTRUCTED USE AND PASSAGE OF ALL TYPES OF AIRCRAFT, OVER, ACROSS AND THROUGH THE AIRSPACE IN EXCESS OF 35 FEET ABOVE THE PROPERTY AND IN THE VICINITY OF THE PROPERTY

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F. MATTERS AS DISCLOSED AND/OR DELINEATED ON THE FACE OF THE FOLLOWING PLAT/SUBDIVISION:

PIATISUBDIVLSION NAME: CEDAR GLEN PLAT PHASE EX
RECORDED: NOVEMBER 13, 2003
AUDITOR'S NO: 200311130098
(COPY ATTACHED)

SAID MATTERS INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING:

1. A NATIVE GROWTH PROTECTION EASEMENT SHALL ROVIDED ALONG THE PROJECT'S EASTERLY BOUNDARY LINE AS SHOWN ON THE PLAT AS A BUFFER OR AREA TO BE LEFT UNTOUCHED WITH THE FOLLOWING RESTRICTIONS:

(A) HAND REMOVAL OF NON-NATIVE EXOTIC OR ADVENTITIOUS PLANTS.

(B) HAZARD TREES SHALL BE IDENTIFIED WITH CONCURRENCE OF THE CITY FOREST LANDS MANAGER. HAZARD TREES REMOVED OR BLOWN DOWN MAY BE REPLACED BY THE CITY OR THE HOMEOWNER WITH 3' MINIMUM APPROPRIATE NATIVE STOCK, WHICH SHALL BE MAINTAINED UNTIL ABLE TO SURVIVE WITHOUT CARE.

(C) IF THE BUFFER HAS BEEN DEGRADED BY PREVIOUS SITE DISTURBANCES, THE FOREST ADVISORY BOARD MAY APPROVE A REPLANTING PLAN USING APPROPRIATE NATIVE STOCK.

BEFORE AND DURING THE COURSE OF ANY GRADING, BUILDING CONSTRUCTION, OR OTHER DEVELOPMENT ACTIVITY ON A LOT SUBJECT TO THE NGPE, THE COMMON BOUNDARY BETWEEN THE EASEMENT AND THE AREA OF DEVELOPMENT ACTIVITY MUST BE FENCED OR OTHERWISE MARKED TO THE SATISFACTION OF THE CITY OF ANACORTES.

2. AN EASEMENT IS HEREBY RESERVED FOR AND CONVEYED TO THE CITY OF ANACORTES, PUGET SOUND ENERGY, INC., VERIZON TELEPHONE COMPANY, CASCADE NATURAL GAS COMPANY AND COMCAST CABLE TELEVISION COMPANY, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS UNDER AND UPON THE EXTERIOR TEN (10) FEET OF FRONT BOUNDARY LINES OF ALL LOTS, TRACTS AND SPACES WITHIN THE PLAT LYING PARALLEL WITH AND ADJOINING ALL STREET(S) IN WHICH TO CONSTRUCT, OPERATE, MAINTAIN, REPAIR, REPLACE AND ENLARGE UNDERGROUND PIPES, CONDUITS, CABLES AND WIRES ALL NECESSARY OR CONVENIENT UNDERGROUND OR GROUND MOUNTED

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APPURTENANCES THERETO FOR THE PURPOSE OF SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC, GAS, TELEPHONE AND OTHER UTILITY SERVICE, TOGETHER WITH THE RIGHT TO ENTER UPON THE STREETS, LOTS, TRACTS AND SPACES AT ALL TIMES FOR THE PURPOSES HEREIN STATED.

3. IN ADDITION TO THE ABOVE UTILITY EASEMENT A 20' WIDE SANITARY SEWER EASEMENT IS HEREBY RESERVED FOR AND CONVEYED TO THE CITY OF ANACORTES ACROSS LOT 8 AND 9 AS SHOWN ON THE PLAT FOR THE SAME PURPOSES AS STATED ABOVE. SHOULD EXCAVATION OF THE SEWER LINE BE REQUIRED FOR MAINTENANCE THE GRANTEE SHALL RESTORE THE EASEMENT AREA TO NATURAL GRADE CONDITION ONLY. GRANTOR, SUCCESSOR OR ASSIGNS SHALL BE RESPONSIBLE FOR RESTORATION TO PRIOR CONDITIONS.

4. A STORM SEWER EASEMENT IS HEREBY GRANTED TO THE CITY OF ANACORTES ON AND ACROSS LOTS 11, 12, 21, 22 AND 23 AS SHOWN ON THE PLAT FOR THE SAME PURPOSES AS STATED ABOVE. ALSO THE EAST SIDE OF LOT 34 AS SHOWN ON THE PLAT.

5. A 5' UTILITY EASEMENT IS HEREBY GRANTED TO THE CITY OF ANACORTES ON AND ACROSS LOTS 9 AND 10 AS SHOWN ON THE PLAT FOR UTILITY PURPOSES.

6. ALL 4", 6" AND 8" STORM DRA LOCATED IN THE STREET RIGHT-OF-WAY AND WITHIN UTILITY EASEMENTS FOR ALL LOTS WILL REMAIN PRIVATE AND THE RESPONSIBILITY OF THE PROPERTY OWNERS.

7. THE 5' PRIVATE SANITARY SEWER EASEMENTS SHOWN ON AND ACROSS LOTS 24, 25, 27 AND 28 AS SHOWN ON THE PLAT WILL REMAIN PRIVATE AND THE RESPONSIBILITY OF THE PROPERTY OWNERS FOR WHICH THEY SERVE.

8. THE 10' PRIVATE STORM DRAIN EASEMENT ON AND ACROSS LOTS 25, 26, 28 THROUGH 34 AND LOT 35 AS SHOWN ON THE PLAT WILL REMAIN PRIVATE AND THE RESPONSIBILITY OF THE PROPERTY OWNERS FOR WHICH THEY SERVE.

9. THE 15' PRIVATE SANITARY SEWER EASEMENT SHOWN ON THE FACE OF THE PLAT CROSSING LOT 10 AND TRACT C IS FOR THE BENEFIT OF 4020 JASPER WAY AND WILL REMAIN PRIVATE AND THE RESPONSIBILITY OF THE PROPERTY OWNER OF 4020 JASPER WAY BEGINNING FROM THE CEDAR GLEN COURT RIGHT-OF-WAY.

10. KNOW ALL MEN BY THESE PRESENT THAT HORIZON BANK, MORTGAGE HOLDER, AND IRVING CONSTRUCTION CORPORATION, OWNER OF THE

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LAND HEREBY PLATTED, DECLARE THIS PLAT AND DEDICATE TO TILE USE OF THE PUBLIC FOREVER, STREETS AND AVENUES SHOWN HEREON AND THE USE THEREFOR FOR ALL PUBLIC PURPOSES CONSISTENT WITH THE USE THEREOF FOR PUBLIC HIGHWAY PURPOSES TOGETHER WITH THE RIGHT TO MAKE ALL NECESSARY SLOPE FOR CUTS AND FILLS UPON THE LOTS AND BLOCKS SBOWN HEREON IN THE ORIGINAL REASONABLE GRADING OF ALL SUCH STREETS AND AVENUES SHOWN HEREON.

11. 35' NGPE BUFFER - AFFECTS LOTS 1 – 6.

12. 5' NGPE BUFFER - AFFECTS LOTS 7 - 8.

13. 10' PUBLIC UTILITY EASEMENT - AFLECTS LOTS 8 - 9.

14. 10' PUBLIC UTILITY EASEMENT ABUTTING STREETS - AFFECTS ALL LOTS

15. 5' PUBLIC UTILITY EASEMENT - AFFECTS LOTS 9, 10 AND 11

16. 15' PRIVATE SEWER EASEMENT - AFFECTS LOTS 9 AND 10

17. 1 5' PUBLIC UTILITY EASEMENT - AFFECTS LOTS 2 1, 22 AND 23

18. 5' SANITARY SEWER EASEMENT - AFFECTS LOTS 24 AND 27

19. PRIVATE SEWER, SANITARY SEWER AND PUBLIC ACCESS EASEMENT(S)
- AFFECTS LOT 35

20. PUBLIC UTILITY EASEMENT - AFFECTS LOT 34

21. 10' PRIVATE SD EASEMENT - AFFECTS LOTS 33 AND 34

22. 10' PRIVATE STORM DRAIN EASEMENT - AFFECTS LOTS 26 – 33

23. PRELIMINARY PLAT APPROVAL AUTHORIZES THE APPLICANT TO PROCEED WITH APPLICATION FOR NECESSARY PERMITS TO CONSTRUCT REQUIRED IMPROVEMENTS AND TO PREPARE A FINAL PLAT IN ACCORDANCE WITH THE DETERMINATIONS MADE AND CONDITIONS IMPOSED BY THE CITY COUNCIL. THE SCOPE OF THIS PLAT IS NOT TO EXCEED THAT AS SET - OUT IN THE PRELIMINARY PIAT APPLICATION AND THE ACCOMPANYING SEPA CHECKLIST; APPROVAL OF THIS APPLICATION DOES NOT WAIVE OR ALTER ANY REQUIREMENTS OF CITY CODE UNLESS SPECIFICALLY ADDRESSED HEREIN. IN THE CASE OF ANY CONFLICT BETWEEN THESE CONDITIONS AND THE APPLICATION THESE CONDITIONS CONTROL.

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24. A FINAL PLAT MEETING ALL REQUIREMENTS OF THIS CHAPTER SHALL BE SUBMITTED TO THE CITY COUNCIL FOR APPROVAL WITHIN FIVE YEARS OF THE DATE OF PRELIMINARY PLAT APPROVAL. AN APPLICANT WHO FILES A WRITTEN REQUEST WITH THE CITY COUNCIL AT LEAST THIRTY (30) DAYS BEFORE THE EXPIRATION OF THIS FIVE (5) YEAR PERIOD SHALL BE GRANTED ONE (1) ONE-YEAR EXTENSION UPON A SHOWING THAT THE APPLICANT HAS ATTEMPTED IN GOOD FAITH TO SUBMIT THE FINAL PLAT WITHIN SAID FIVE YEAR PERIOD.

25. IF A FINAL PLAT MEETING THE REQUIREMENTS OF SECTION 16.020 OF THE CITY SUBDIVISION ORDINANCE IS NOT SUBMITTED TO THE PLANNING DIRECTOR WITHIN FIVE YEARS, AND THE PERIOD OF ANY EXTENSION GRANTED, PRELIMINARY APPROVAL SHALL BE NULL AND VOID AND ANY NEW APPLICATION THEREFORE MUST BE IN ACCORDANCE WITH ALL REQUIREMENTS IN EFFECT AT THE TIME OF REAPPLICATION.

26. ALL WORK DONE PURSUANT TO THE PRELIMINARY PLAT SHALL BE CONSISTENT WITH THESE FINDINGS AND CONDITIONS WITH ANY CONFLICTS BETWEEN THESE BEING RESOLVED IN FAVOR OF THE CONDITIONS. THE PRELIMINARY PLAT MAY BE MODIFIED BY THE PLANNING DIRECTOR. IF IT IS DETERMINED THAT SUCH MODIFICATION DOES NOT SUBSTANTIALLY CHANGE THE DENSITY OR USAGE OR INCREASE THE BULK PROPOSED, OR OTHERWISE INCREASE THE IMPACT OF THE DEVELOPMENT. IF THE PROPOSED CHANGES ARE NOT WITHIN THE SCOPE AND INTENT OF THE; PRELIMINARY APPLICANT SHALL APPLY FOR A NEW PRELIMINARY PLAT IN THE MANNER PROVIDED HEREIN.

27. THE PROJECT SHALL COMPLY WITH THE CITY OF ANACORTES, CONSTRUCTION STANDARDS, AS MODIFIED HEREIN, AS REQUIRED BY THE DIRECTOR OF PUBLIC WORKS FOR WATER, SEWER, STREET ACCESS, AND STORM DRAINAGE. ALL WORK PERFORMED WITHIN PUBLIC RIGHTS-OF-WAY SHALL COMPLY WITH CITY CONSTRUCTION STANDARDS AND ALL UTILITIES SHALL BE CONSTRUCTED TO CITY STANDARDS.

28. ENGINEERING AND INSPECTION FEES IN THE AMOUNT OF \$600 PLUS 2% OF THE TOTAL CONSTRUCTION COST SHALL BE DUE AT OR BEFORE THE MANDATORY PRE-CONSTRUCTION CONFERENCE. NO CONSTRUCTION ACTIVITY IS ALLOWED UNTIL CONSTRUCTION PLANS ARE APPROVED, FEES HAVE BEEN PAID AND THE PRE-CONSTRUCTION CONFERENCE COMPLETED.

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29. THIS PROJECT IS SUBJECT TO APPLICABLE WATER, SEWER, AND STORMWATER GENERAL FACILITY AND HOOKUP FEES AND TRANSPORTATION, FIRE, SCHOOL, AND PARK IMPACT FEES. THESE FEES ARE PAYABLE AT LEVELS IN EFFECT AT THE TIME OF BUILDING PERMIT ISSUANCE AND MAY DIFFER FROM THOSE FEE LEVELS CURRENTLY IN EFFECT; SEWER AND WATER LATECOMER CHARGES MAY BE PAYABLE.

30. A TEMPORARY EROSION SEDIMENTATION CONTROL PLAN SHALL BE PREPARED AND SUBMITTED WITH THE GRADING PLAN FOR APPROVAL BY THE CITY DIRECTOR OF PUBLIC WORKS. THE PLAN SHALL IDENTIFY THE POTENTIAL FOR EROSION AND DOWNSTREAM SEDIMENTATION DURING CONSTRUCTION AND DESCRIBE THE MEASURES THAT WILL BE USED TO MITIGATE IMPACTS OF EROSION. MEASURES THAT WILL LIKELY BE EMPLOYED INCLUDE SEDIMENTATION PONDS, SILT FENCES, HAY BALE FILLERS AND RESTRICTING THE AMOUNT OF EXCAVATION UNTIL CONDITIONS ARE FAVORABLE.

31. THERE SHALL BE NO UNDERGROUND STORMWATER DETENTION.

32. PRIOR TO CLEARING OR FDL AND GRADE BEGINNING, BOTH A LARGE PARCEL STORMWATER PLAN AND A WATER QUALITY CONTROL PLAN, AS SPELLED OUT IN THE CITY'S STORM DRAINAGE ORDINANCE # 2441, SHALL BE PREPARED BY THE APPLICANT, APPROVED BY THE CITY DEPARTMENT OF PUBLIC WORKS AND THE PLANNING COMMISSION, AND IMPLEMENTED. THE WATER QUALITY CONTROL PLAN SHALL ADDRESS PERMANENT BEST MANAGEMENT PRACTICES TO BE INCORPORATED IN THE PROJECT TO CONTROL POLLUTION OF STORMWATER RUNOFF AFTER CONSTRUCTION AND/OR LAND CLEARING ACTIVITIES ARE COMPLETED. ALL ON-SITE DETENTION PONDS AND ALL OFF-SITE STORMWATER IMPROVEMENTS SHALL BE MADE BEFORE CONSTRUCTION OR VEGETATION REMOVAL BEGINS.

33. FIRE HYDRANTS ARE TO BE LOCATED AS APPROVED BY THE CITY FIRE CHIEF. FIRE FLOW SHALL BE ADDRESSED IN A MANNER ACCEPTABLE TO THE FIRE CHIEF AND TO THE PUBLIC WORKS DEPARTMENT.

34. IN KEEPING WITH THE CITY'S STREET GRID STREET NAME SYSTEM, THE PUBLIC SAFETY DEPARTMENTS SHALL APPROVE STREET NAMES.

35. ALL STREET PAVEMENT THICKNESS SHALL BE APPROVED BY THE CITY ENGINEER.

36. THE REGULATED SLOPES REQUIREMENTS SET FORTH IN ANACORTES MUNICIPAL CODE F 7.54.070 SHALL BE ADHERED TO.

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37. SCHOOL BUS WAITING AREA(S) AND MAIL BOX LOCATORS SHALL BE AS DETERMINED BY THE CITY ENGINEER.

38. ALL LOTS CREATED UNDER THIS PLAT SHALL BE SUBJECT TO ALL CITY OF ANACORTES CHARGES FOR UTILITY SERVICES UNIFORMLY CHARGED THROUGHOUT THE CITY OF ANACORTES INCLUDING APPLICABLE GENERAL FACILITIES CHARGES.

39. ANY ACCESS TO THE CITY FOREST LANDS SHALL BE OPEN TO THE PUBLIC AND SHALL REQUIRE APPROVAL OF THE ACFL BOARD.

40. THERE SHALL BE NO STREETS SERVED BY A GATED ACCESS; FENCING SHALL ONLY BE ADDED AT THE DISCRETION OF INDIVIDUAL HOMEOWNERS, EXCEPT FOR THE FENCING SPECIFIED IN CONDITION #56.

41. STREET AND SIDEWALK DESIGN SHALL MEET ADA STANDARDS.

42. EROSION CONTROL AND CLEARING PLANS SHALL BE REVIEWED, APPROVED AND IMPLEMENTED AS REQUIRED BY THE CITY ENGINEER.

43. INTERNAL STREET SLOPES SHALL NOT EXCEED 12%.

44. STREET LIGHTING SHALL BE ENERGY EFFICIENT AND INSTALLED AS PER PSE SCHEDULE 52, OPTION "B", AND SHALL BE INSTALLED AS APPROVED BY THE CITY ENGINEER.

45. ALL DETENTION PONDS SHALL BE DESIGNED TO CITY STANDARDS, SHALL BE LINED, AND SHALL BE LANDSCAPED AS SET FORTH IN THE CITY'S LANDSCAPING ORDINANCE.

46. CITY WATER QUALITY STANDARDS SHALL BE MET AS REQUIRED BY THE CITY ENGINEER,

47. FIRE SPRINKLERS FOR STRUCTURE PROTECTION MAY BE REQUIRED BY THE FIRE DEPARTMENT.

48. A TRAFFIC CHANNELIZATION AND SIGNAGE PLAN SHALL BE SUBMITTED, APPROVED BY THE CITY ENGINEER, AND INSTALLED BY THE DEVELOPER.

49. STRUCTURAL ALTERATION NECESSARY TO DEVELOP THIS PLAT SHALL NOT ENCROACH INTO ADJACENT LAND PARCELS WITHOUT RECORDED EASEMENTS FOR SUCH ENCROACHMENT.

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50. A NATIVE GROWTH PROTECTION EASEMENT SHALL BE PROVIDED ALONG THE PROJECT'S EASTERLY BOUNDARY LINE. THE BUFFER SHALL BE 35 FEET ON LOTS 1 THROUGH 6 AND 6 FEET ON LOTS 7 AND 8. THIS AREA SHALL BE LEFT UNTOUCHED WITH THE FOLLOWING RESTRICTIONS.

(A) HAND REMOVAL OF NON-NATIVE EXOTIC OR ADVENTITIOUS PLANTS AS APPROVED BY THE PARKS DEPARTMENT.

(B) HAZARD TREES SHALL BE IDENTIFIED WITH THE CONCURRENCE OF THE PARKS DEPARTMENT. HAZARD TREES REMOVED OR BLOWN DOWN SHALL BE REPLANTED BY THE HOMEOWNER (AS APPROVED BY THE PARKS DEPARTMENT) WITH A 3' MINIMUM APPROPRIATE NATIVE STOCK, WHICH SHALL BE MAINTAINED UNTIL ABLE TO SURVIVE WITHOUT CARE.

(C) FALLEN TREES IN THE NGP E SHALL ONLY BE REMOVED FROM THE SITE WITH THE APPROVAL OF THE PARKS DEPARTMENT.

(D) IF THE BUFFER IS DISTURBED, A REPLANTING PLAN USING APPROPRIATE NATIVE STOCK SHALL BE SUBMITTED TO THE FOREST ADVISORY BOARD FOR APPROVAL AND ONCE APPROVED SHALL BE IMPLEMENTED BY THE LANDOWNER.

(E) THE EXISTING GRAVEL ROAD THAT IS IN THE NGPE SHALL BE RESTORED TO NATIVE CONDITIONS BY BRINGING IN 12 INCHES OF NATIVE SOIL AND REPLANTING WITH NATIVE VEGETATION AS APPROVED BY THE PARKS DEPARTMENT.

(F) SIGNS SHALL BE PLACED ON PASTS EVERY 60 FEET ALONG THE NGPE STATING THE FOLLOWING: "NATIVE GROWTH PROTECTION EASEMENT - PLEASE DO NOT DISTURB - NO DUMPING OF YARD WASTE, ETC. - NO TRAIL ACCESS - CALL 293-1918 WITH QUESTIONS. THANK YOU."

51. NO MODIFICATION BEYOND THOSE SET FORTH IN SECTION 7.3.9.1 ARE AUTHORIZED.

52. THE AVIGATION EASEMENT PRESENTED BY THE PORT ON JUNE 5, 2002, MODIFIED AS NECESSARY TO ACCOMMODATE WSDOT'S JUNE 26, 2002 RECOMMENDATION, SHALL BE SIGNED BY THE PROPONENT AND THE PORT AND RECORDED WITH FINAL PLAT APPROVAL.

53. POND TRACT A SHALL BE DEDICATED TO THE CITY AND FULLY SIGHT SCREENED WITH LANDSCAPING THAT WILL PROVIDE SUBSTANTIAL VISUAL BUFFERING WITHIN TWO YEARS OF INSTALLATION.

54. THE OFF LINE POND SHALL BE SIGHT SCREENED AS ABOVE FOR THE BENEFIT OF PROPOSED LOTS 33 AND 34 AND SKYLINE NO. 12 LOTS 9, 10, 11 AND 12.

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55. AN ACCESS ROAD SHALL EXTEND TO ALL STRUCTURES AND PIPE ENDS FOR CITY MAINTENANCE.

56. THE PROPOSED SWALE IN THE CENTER OF THE PLAT SHALL BE DEDICATED TO THE CITY AS A PUBLIC TRACT AND SHALL BE 32 FEET WIDE TO ALLOW FOR A STREAM CHANNEL AND ACCESS ROUTE FOR MAINTENANCE. THE 32 FEET SHALL BE PLANTED FOR HABITAT ENHANCEMENT, MAINTENANCE ACCESS AND IN CONSIDERATION OF ADJACENT RESIDENCES. LOTS 12 THROUGH 17 AND 19 THROUGH 21 SHALL BE RESTRICTED FROM BUILDING A FENCE ALONG THE LOT'S BOUNDARY WITH THE SWALE TRACT UNLESS THE FENCE IS A NON-SIGHT OBSCURING FENCE I.E. SPLIT RAIL, THREE RAIL OR WIRE. TREES SHALL BE PLANTED IN THE SWALE.

57. THE PLAT SHALL CONSTRUCT A 24-FOOT WIDE STREET CURB-TO-CURB, WITH SIDEWALKS ON THE SOUTH SIDE, ON THE ENTIRE NORTH MARGIN OF THE PLAT, WITH PERMIT(S) SECURED BY THE CITY. THIS ROAD SHALL BE LOCATED ON THE NORTHERLY SIDE OF THE RIGHT OF WAY IN A LOCATION SO AS TO SAVE THE MAXIMUM NUMBER OF LARGE TREES IN THE SOUTHERLY PORTION OF THE RIGHT OF WAY; NO PARKING SIGNS SHALL BE INSTALLED.

58. THE INTERNAL PLAT STREET SHALL BE DESIGNED AND CONSTRUCTED TO AASHTO STANDARD. CURVE RADIUS SHALL BE FOR A 25 MPH DESIGN SPEED. THE INTERSECTION OF MARION WAY AND CLYDE WAY SHALL NOT INTERSECT AT THE JUNCTION OF A 10 PERCENT UPSLOPE AND A 10 PERCENT DOWN SLOPE. REQUIRED SIGHT DISTANCE SHALL BE MAINTAINED THROUGH THIS INTERSECTION IF IT REMAINS THE THROUGH CONNECTION TO THE NORTH PLAT ROAD. THE CURVE IN MARION WAY AT THE SOUTHWEST PORTION OF THE PLAT SHALL HAVE A RADIUS OF 100 FEET MINIMUM.

59. TRAFFIC CALMING, SUCH AS NARROWED AND LANDSCAPED ROAD ENTRY, SHALL BE BUILT INTO THE PLAT AND ADJACENT STREETS; THIS WORK SHALL BE DONE TO THE SATISFACTION OF THE PUBLIC WORKS DIRECTOR.

60. THE WATER SYSTEM SHALL BE LOOPED THROUGH THE CUL DE SAC AT THE NORTH END OF CLYDE WAY AND CONNECT TO THE EXISTING 14" WATER MAIN; THE CITY MAY REQUIRE INSTALLATION OF A 12" DIAMETER PIPE INSTEAD OF THE REQUIRED 8" PIPE WITH THE ADDITIONAL COST OF THE LARGER PIPE BEING PAID BY THE CITY.

61. THE LANDSCAPING PLAN SHALL BE APPROVED BY THE PLANNING COMMISSION BEFORE ANY CONSTRUCTION BEGINS.



62. APPLICANT SHALL SECURE ALL NECESSARY PERMITS TO CONSTRUCT THE SWALE AND STORM SYSTEM.

63. A GEOTECHNICAL REPORT THAT IDENTIFIES SUBSURFACE CONDITIONS AND MAKE; SPECIFIC RECOMMENDATIONS FOR ROAD AND SHALL UTILITY CONSTRUCTION SHALL BE PROVIDED WITH THE ENGINEERING DESIGN DOCUMENTS.

64. PRIOR TO FINAL PLAN APPROVAL THE CITY WILL NEED TO SECURE PERMIT APPROVALS TO REBUILD THE GRAVEL ROAD ON THE CITY RIGHT-OF-WAY AT THE NORTH END OF THE SUBDIVISION.

65. A TEN-FOOT WIDE PEDESTRAIN ACCESS SHALL BE PROVIDED BETWEEN LOTS 9 AND 10 IN ORDER TO CONNECT THE CUL-DE-SAC TO THE KINGSWAY EXTENSION.

66. CULVERT SIZE SHALL BE SET SO AS NOT TO REDUCE THE SIZE OF THE WETLAND TO THE NORTH.

67. PAGES 17 – 21 OF THESE FINDINGS OF FACT AND CONCLUSIONS OF LAW SHALL BE RECODED WITH THE FINAL PLAT DRAWING.

68. A WATER QUALITY POND TRACT A AND CONVEYANCE SWALE TRACT B ARE HEREBY CONVEYED TO THE CITY OF ANCORTES FOR ACCESS AND MAINTENANCE OF THE STORM DRAINAGE SYSTEMS, SEWER SYSTEMS AND POND LOCATED ON SAID TRACTS.

69. A PEDESTRIAN ACCESS TRACT C ARE HEREBY CONVEYED TO THE CITY OF ANACORTES FOR CONSTRUCTION, ACCESS AND MAINTENANCE OF A PEDESTRIAN ACCESS TRAIL SYSTEM AND FOR ACCESS AND MAINTENANCE OF A WATER LINE LOCATED IN THE TRACT.

70. A SIDEWALK AND PEDESTRIAN EASEMENT IS HEREBY CONVEYED TO THE CITY OF ANACORTES ALONG THE FRONT AND UPON THE EXTERIOR TWENTY-(20) INCHES OF FRONT BOUNDARY LINES OF ALL LOTS, TRACTS AND SPACES WITHIN THE PLAT LYING PARALLEL WITH AND ADJOINING ALL STREET(S) FOR THE PURPOSE OF PEDESTRIAN ACCESS AND SIDEWALK ENCROACHMENT.

71. 10' PUBLIC UTILITY EASEMENT ALONG NORTHERLY AND EASETERLY LINE.

72. THESE EASEMENTS UNDER AUDITOR'S FILE NUMBERS 776497, 8010300034, 9703240117, 9807280092, 8110130002, 8108200071, 8109110033 AND 200303310327 HAVE BEEN EXTINGUISHED AND REPLACED BY NEW UTILITY

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EASEMENTS AS SHOWN ON THE FACE OF THIS PLAT. (NOTE: THIS COMPANY FINDS NO RECORDED RELEASES EXECUTED BY SAID UTILITIES).

PARCEL ID: 4825-000-032-0000

Commonly known as 3510 MARION WAY ANACORTES, WA 98221
However, by showing this address no additional coverage is provided.



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