

When recorded return to:

Mr. and Mrs. Ivan Tinoco
330 Marble Creek Drive
Mount Vernon, WA 98273

Filed for Record at Request of
Wells Fargo Escrow Company
Escrow Number: 04-03692-13



Skagit County Auditor \$81.00
5/13/2013 Page 1 of 10 3:56PM

Grantor: Gerad David Wood
Grantee: Ivan Tinoco and Maria E. Tinoco

Tax Parcel Number(s): 4902-000-040-0000/P124952

Abbreviated Legal: Lt 40, Skagit Highlands IV, PUD

Statutory Warranty Deed

LAND TITLE OF SKAGIT COUNTY

1400140

THE GRANTOR Gerad David Wood, as his separate property for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to Ivan Tinoco and Maria E. Tinoco, Husband and Wife the following described real estate, situated in the County of Skagit, State of Washington # 515a

Lot 40, "Plat of Skagit Highlands Division IV" a Planned Unit Development, approved August 21, 2006 and recorded on August 23, 2006 under Auditor's File Number 200608230062, records of Skagit County, Washington.

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

SUBJECT TO: SEE EXHIBIT "A" ATTACHED

Dated 04/30/2013

Gerad David Wood

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
20131745
MAY 13 2013



Amount Paid \$ 3,547.20
Skagit Co. Treasurer
By man Deputy

State of Florida }
County of Duval } SS: cw

I certify that I know or have satisfactory evidence that Gerad David Wood

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

Dated: April 30/2013

Notary Public in and for the State of Florida
Residing at Jacksonville
My appointment expires: Feb 6, 2015

EXHIBIT "A"

EXCEPTIONS:

A. Terms and conditions contained in City of Mount Vernon Ordinance Nos. 2483, 2532, 2546, and 2550 as recorded March 27, 1992, March 11, 1993, August 6, 1993, and September 21, 1993, respectively, under Auditor's File Nos. 9203270092, 9303110069, 9308060022, and 9309210028, respectively. (Affects Lots 1 through 10)

B. TERMS AND CONDITIONS OF THE MASTER PLAN:

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

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

Between: Georgia Schopf, as her separate estate
And: MVA, Inc., a Washington corporation
Dated: July 20, 2001
Recorded: July 27, 2001
Auditor's No.: 200107270065
(Affects Lots 1 through 10)

D. MITIGATION AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

Between: Sedro-Woolley School District No. 101
And: MVA, Inc.
Dated: July 5, 2001
Recorded: July 27, 2001
Auditor's No.: 200107270077
(Affects Lots 1 through 10)

E. Shoreline Substantial Development Permit No. PL01-0560 and the terms and conditions thereof, as recorded May 23, 2002, under Auditor's File No. 200205230079 and as amended by instrument recorded June 3, 2002, under Auditor's File No. 200206030153.
(Affects Lots 1 through 10)

F. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Grantee: Puget Sound Power & Light Company,
a Washington corporation
Purpose: The right to construct, operate, maintain, repair, replace and enlarge an underground electric transmission and/or distribution system
Area Affected: Lots 1 through 4, and 10 of BLA Survey #200308180300
Dated: February 11, 2005
Recorded: March 1, 2005
Auditor's No.: 200503010068

G. WATER SERVICE CONTRACT AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

Between: Public Utility District No. 1 of Skagit County
And: Skagit Highlands, LLC, or its successor or assigns
Dated: September 30, 2005
Recorded: October 7, 2005
Auditor's No.: 200510070093
Regarding: Water Service Contract

H. DEVELOPMENT AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

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

Modified by instrument recorded July 1, 2005, under Auditor's File No. 200507010182.



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EXHIBIT "A" cont

EXCEPTIONS CONTINUED:

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

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

AMENDED BY INSTRUMENTS:

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

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

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

PARTIAL ASSIGNMENTS OF DECLARANT'S RIGHTS:

Recorded: November 2, 2005, May 23, 2006, May 26, 2006, August 7, 2006, August 10, 2006
Auditor's Nos.: 200511020084, 200605230087, 200605260149, 200608070191 and 200608100126 respectively

AMENDED BY INSTRUMENTS:

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

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

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

L. DEVELOPER EXTENSION AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

Between: M.V.A., Inc., a corporation
And: The City of Mount Vernon
Dated: June 27, 2001
Recorded: August 22, 2001
Auditor's No.: 200108220046
(Affects said plat and other property)

Amended by instrument recorded July 1, 2005, under Auditor's File No. 200507010181.

M. EASEMENT PROVISIONS AS DEDICATED ON THE FACE OF SAID PLAT AS FOLLOWS:

"An easement is hereby reserved for and granted to the City of Mount Vernon, Public Utility District No. 1, Puget Sound Energy, Verizon Northwest, Cascade Natural Gas Corporation, and Comcast Corporation and their respective successors and assigns under and upon the easements shown on the face of this plat described herein as "Dry Utility Easements" in which to install, lay, construct, renew, operate, maintain and remove utility systems, lines, fixtures and appurtenances attached thereto for the purpose of providing utility services to this subdivision and other property, together with the right to enter upon the lots and tracts at all times for the purposes stated, with the understanding that any grantee shall be responsible for all unnecessary damage it causes to any real property owner in this subdivision by the exercise of the rights and privileges herein granted."



EXHIBIT "A" Cont

EXCEPTIONS CONTINUED:

N. EASEMENT PROVISIONS AS DEDICATED ON THE FACE OF SAID PLAT AS FOLLOWS:

"An easements is hereby reserved for and granted to the City of Mount Vernon under and upon the easements shown on this plat described as "Public Storm Drainage Easements" to install, maintain replace, repair and operate drainage systems, mains and appurtenances for this subdivision and other property together with the right to enter upon said easements at all times for the purposes stated. Structures shall not be constructed upon any area reserved for these easements. Following any use, the City shall restore the easements as near as possible to the original condition."

O. EASEMENT PROVISIONS AS DEDICATED ON THE FACE OF SAID PLAT AS FOLLOWS:

"An easement is hereby reserved for and granted to the City of Mount Vernon, under and upon the easements shown on this plat described as "Public Sanitary Sewer Easements" to install, maintain, replace, repair and operate sanitary sewer systems, mains and appurtenances for this subdivision and other property together with the right to enter upon said easements at all times for the purposes stated. Structures shall not be constructed upon any area reserved for these easements. Following any use, the City shall restore the easements as near as possible to the original condition."

P. EASEMENT PROVISIONS AS DEDICATED ON THE FACE OF SAID PLAT AS FOLLOWS:

"An easement is hereby reserved for and granted to the City of Mount Vernon under and upon the easements shown on this plat described as "Public Water Easements" to install, maintain, replace, repair and operate water systems, mains and appurtenances for this subdivision and other property together with the right to enter upon said easements at all times for the purposes stated. Structures shall not be constructed upon any area reserved for these easements. Following any use, the City shall restore the easements as near as possible to the original condition."

Q. EASEMENT PROVISIONS AS DEDICATED ON THE FACE OF SAID PLAT AS FOLLOWS:

"Easements for the purpose of conveying local storm water runoff are hereby granted in favor of all benefiting private lot owners in the areas designated as private drainage. Easements as specified in notes 18-20 and 22-43. The maintenance of private drainage easements established and granted herein shall be the responsibility of, and the costs thereof shall be borne proportionately by the present and future owners of the benefiting private lots and their heirs, owners, personal representatives, and assigns as specified in notes 18-20 and 22-43.

The City of Mount Vernon in hereby granted the right to enter said easements for emergency purposes at its own discretion.

Refer also to Note 56 of the notes and detailed easements provisions."

R. EASEMENT PROVISIONS AS DEDICATED ON THE FACE OF SAID PLAT AS FOLLOWS:

"Dedication of a Native Growth Protection Area tract (NGPA) conveys to the public a beneficial interest in the land within the tract. This interest includes the preservation of existing vegetation for all purposes that benefit the public health, safety and welfare, including control of surface water and erosion, maintenance of slope stability, visual and aural buffering, and protection of plant and animal habitat. The NGPA imposes upon all present and future owners and occupiers of the NGPA the obligation, enforceable on behalf of the public of the City of Mount Vernon, to leave undisturbed all trees and other vegetation within the tract. The vegetation in the tract may not be cut, pruned, covered by fill, removed or damaged without express permission from the City of Mount Vernon, which permission must be obtained in writing. Before, beginning and during the course of any grading, building construction or other development activity on a lot or development site subject to the NGPA, the common boundary between the NGPA and the area of development activity must be monumented. Except for public and private utility easements within the NGPA tracts, the Skagit Highlands Homeowners Association is responsible for the maintenance of NGPA tracts."

S. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

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



EXHIBIT "A" Cont

EXCEPTIONS CONTINUED:

T. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Disclosed By: Plat of said addition
Purpose: Utilities, drainage, storm drainage, sidewalks and access
Affects: Various portions of said premises

U. NOTES AND DETAILED EASEMENT PROVISIONS ON THE FACE OF SAID PLAT AS FOLLOWS:

1. Primary control points and accessible monument positions were field measured utilizing global positioning systems (GPS) survey techniques using Leica SR 9500 equipment. Monument positions that were not directly observed using GPS survey techniques were tied into the control points utilizing Leica electronic total stations for the measurement of both angles and distances. This survey meets or exceeds the standards set by WAC 332-130-090.
2. Easements and legal description are based on the Amended Subdivision Guarantee by Stewart Title Guaranty Company, Order No. 1115229-S, dated May 31, 2006, at 8:00 a.m.
3. Property corners shall be set as follows, unless otherwise specified:
Set ½" x 24" rebar with cap "LS No. 18924" at all lot and tract corners and angle points.
4. Owner/Developer: Skagit Highlands, LLC
7981 – 168th Ave. NE, #118
Redmond, WA 98052
(425) 702-8422 (Office)
(425) 497-9157 (Fax)
Contact: James Tosti
5. Utility purveyors:
Storm drain... City of Mount Vernon Telephone... Verizon Northwest
Sanitary sewer... City of Mount Vernon Television... Comcast Corporation
Water... P.U.D. No. 1 of Skagit County Gas... Cascade Natural Gas
Power... Puget Sound Energy
6. Garbage collection: City of Mount Vernon
Collection for lots shall be at the edge of the public right of way.
7. Zoning designation: R-1, 13.5 developed as a P.U.D.
8. Building setbacks: All lots within this subdivision are subject to the development standards and additional setback and buffer requirements as set forth in the master plan conditions contained in City of Mount Vernon "Resolution 574, Exhibit D". Setbacks are as follows: Lots 3,600 to 8,399 sq. ft.:
Front – 15 feet, 20 feet for garages, Side – 5 feet, total of 10 feet, Rear – 15 feet;
Lots 8,400 sq. ft. and larger: Front – 20 feet, 15 feet for porches, Side – 5 feet, total of 10 feet, Rear – 20 feet.
9. All lots within this subdivision are subject to impact fees for schools payable upon the issuance of a building permit, as set forth in City of Mount Vernon Resolution No. 574, Exhibit D, Master Plan Conditions.
10. Homes shall be built on site per the designs approved in the Skagit Highlands P.U.D. or an alternative design approved by the City of Mount Vernon.
11. Tract 900 is a landscape tract and is hereby granted and conveyed upon the recording of this plat to the Skagit Highlands Homeowners Association. The Association shall be responsible for the maintenance of said tract.
12. Tract 901 is a landscape tract and is hereby granted and conveyed upon the recording of this plat to the Skagit Highlands Homeowners Association. The Association shall be responsible for the maintenance of said tract.
13. Tract 902 is a native growth protection area and is hereby granted and conveyed upon the recording of this plat to the Skagit Highlands Homeowners Association. The Association shall be responsible for the maintenance of said tract.



EXHIBIT "A" cont

EXCEPTIONS CONTINUED:

U. (Continued):

14. Tract 903 is a park and open space tract and is hereby granted and conveyed upon the recording of this plat to the City of Mount Vernon. The City of Mount Vernon shall be responsible for the maintenance of said tract.
15. Tract 904 is a landscape tract and is hereby granted and conveyed upon the recording of this plat to the Skagit Highlands Homeowners Association. The Association shall be responsible for the maintenance of said tract.
16. Tract 905 is a landscape tract and is hereby granted and conveyed upon the recording of this plat to the Skagit Highlands Homeowners Association. The Association shall be responsible for the maintenance of said tract.
17. Tract 906 is a landscape tract and is hereby granted and conveyed upon the recording of this plat to the Skagit Highlands Homeowners Association. The Association shall be responsible for the maintenance of said tract.
18. Tract 907 is a native growth protection area and is hereby granted and conveyed upon the recording of this plat to the Skagit Highlands Homeowners Association. A portion of Tract 907 is subject to a public storm drain easement as shown on Sheet 4 of this plat (see general easement provisions note 2 above). Tract 907 is also subject to individual private storm drainage easements for the purpose of conveying roof and footing drainage water to as-constructed level spreaders allowing drainage dispersal into the surrounding ground. Each private drainage easement is hereby granted and conveyed to the owners of the adjacent benefiting lots. The benefiting lots are Lots 1 through 9. The owners of Lots 1 through 9 shall be responsible for the maintenance of that portion of the drainage conveyances and the level spreaders that they have benefit of use of. Wetland buffer averaging was used in Tract 907.
19. Tract 908 is a joint use driveway tract and is for ingress, egress and utilities serving Lots 10, 11 and 12. An equal and undivided interest in Tract 908 is hereby granted and conveyed upon the recording of this plat to the owners of said Lots 10 through 12. The owners of Lots 10 through 12 shall be equally responsible for the maintenance of the surface improvements of the tract. The owners of Lots 10 through 12 shall also be responsible for the maintenance of the private utilities they have benefit of use and shall equally share in the maintenance of the private utilities used in common. All of Tract 908 is subject to a public storm and sanitary sewer easement, a dry utility easement, a private storm drainage easement and a private water easement. (See general easement provisions notes #1, #2 and #3 above).
20. Tract 909 is a native growth protection area and is hereby granted and conveyed upon the recording of this plat to the Skagit Highlands Homeowners Association. A portion of Tract 909 is subject to a public storm drain easement as shown on Sheet 4 of this plat (see general easement provisions note 2 above). Tract 909 is also subject to an individual private storm drainage easement for the purpose of conveying roof and footing drainage water to an as-constructed level spreader allowing drainage dispersal into the surrounding ground. This private drainage easement is hereby granted and conveyed to the owner of the benefiting adjacent lot, Lot 10. The owner of Lot 10 shall be responsible for the maintenance of that portion of the drainage conveyances and the level spreader located within Tract 909. Wetland buffer averaging was used in Tract 909.
21. Tract 910 is a landscape tract and is hereby granted and conveyed upon the recording of this plat to the Skagit Highlands Homeowners Association. The Association shall be responsible for the maintenance of said tract.
22. Tract 911 is a joint use driveway tract and is for ingress, egress and utilities serving Lots 24, 25 and 26. An equal and undivided interest in Tract 911 is hereby granted and conveyed upon the recording of this plat to the owners of said Lots 24 through 26. The owners of Lots 24 through 26 shall be equally responsible for the maintenance of the surface improvements of the tract. The owners of Lots 24 through 26 shall also be responsible for the maintenance of the private utilities they have benefit of use and shall equally share in the maintenance of the private utilities used in common. All of Tract 911 is subject to a public storm and sanitary sewer easement, a dry utility easement, a private storm drainage easement and a private water easement. (See general easement provisions notes #1, #2 and #3 above). A pedestrian access easement is hereby granted and conveyed to the public over and across Tract 911.
23. The private storm drain easement along the South line of Lot 2 and the Southeasterly portion of Lot 3 is for the benefit of Lots 1 and 2. The owners of Lots 1 through 3 shall be responsible for the maintenance of the storm drainage facilities they have benefit of use and shall equally share in the maintenance of that portion of the storm drainage facilities used in common.



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EXHIBIT "A" Cont

EXCEPTIONS CONTINUED:

U. (Continued):

24. The private storm drain easement along the South line of Lots 4 through 6 is for the benefit of Lots 3 through 5. The owners of Lots 3 through 6 shall be responsible for the maintenance of the storm drainage facilities they have benefit of use and shall equally share in the maintenance of that portion of the storm drainage facilities used in common.
25. The private storm drain easement along the South line of Lots 7 through 9 is for the benefit of Lots 6, 7 and 8. The owners of Lots 6 through 9 shall be responsible for the maintenance of the storm drainage facilities they have benefit of use and shall equally share in the maintenance of that portion of the storm drainage facilities used in common.
26. The 5 foot wide private storm drain easement along the West line of Lots 10 through 15 is for the benefit of Lots 16 through 26 for rockery drains. The owners of Lots 16 through 26 shall be equally responsible for the maintenance of the storm drainage facilities in the easement.
27. The private storm drain easement along the East line of Lot 13 and the Southeasterly portion of Lot 12 and in Tract 908 is for the benefit of Lots 10 through 14. The owners of Lots 10 through 14 shall be responsible for the maintenance of the storm drainage facilities they have benefit of use and shall equally share in the maintenance of that portion of the storm drainage facilities used in common.
28. The private storm drain easement along the East line of Lots 14 through 18 is for the benefit of Lots 15 through 19. The owners of Lots 15 through 19 shall be responsible for the maintenance of the storm drainage facilities they have benefit of use and shall equally share in the maintenance of that portion of the storm drainage facilities used in common.
29. The private storm drain easement along the East line of Lots 19 and 20 is for the benefit of Lots 20 and 21. The owners of Lots 20 and 21 shall be responsible for the maintenance of the storm drainage facilities they have benefit of use and shall equally share in the maintenance of that portion of the storm drainage facilities used in common.
30. The private storm drain easement along the East line of Lots 21 and 22 is for the benefit of Lots 22 and 23. The owners of Lots 22 and 23 shall be responsible for the maintenance of the storm drainage facilities they have benefit of use and shall equally share in the maintenance of that portion of the storm drainage facilities used in common.
31. The private storm drain easement along the North line of Lots 27 through 29 and crossing Tract 911 is for the benefit of Lots 27 through 30. The owners of Lots 27 through 30 shall be responsible for the maintenance of the storm drainage facilities they have benefit of use and shall equally share in the maintenance of that portion of the storm drainage facilities used in common.
32. The private storm drain easement along the West line of Lots 33 through 35 is for the benefit of Lots 32 through 34. The owners of Lots 32 through 35 shall be responsible for the maintenance of the storm drainage facilities they have benefit of use and shall equally share in the maintenance of that portion of the storm drainage facilities used in common.
33. The private storm drain easement along the West line of Lots 37 and 38 is for the benefit of Lots 36 and 37. the owners of Lots 36 through 38 shall be responsible for the maintenance of the storm drainage facilities they have benefit of use and shall equally share in the maintenance of that portion of the storm drainage facilities used in common.
34. The private storm drain easement along the West line of Lots 40 and 41 is for the benefit of Lots 39 and 40. The owners of Lots 39 through 41 shall be responsible for the maintenance of the storm drainage facilities they have benefit of use and shall equally share in the maintenance of that portion of the storm drainage facilities used in common.
35. The private storm drain easement along the North line of Lot 44 is for the benefit of Lot 43. The owners of Lots 43 and 44 shall be responsible for the maintenance of the storm drainage facilities they have benefit of use and shall equally share in the maintenance of that portion of the storm drainage facilities used in common.
36. The private storm drain easement along the North line of Lots 47 and 48 is for the benefit of Lots 46 and 47. The owners of Lots 46 through 48 shall be responsible for the maintenance of the storm drainage facilities they have benefit of use and shall equally share in the maintenance of that portion of the storm drainage facilities used in common.



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EXHIBIT "A" cont

EXCEPTIONS CONTINUED:

U. (Continued):

37. The private storm drain easement along the South line of Lots 49 through 51 is for the benefit of Lots 50 through 52. The owners of Lots 49 through 52 shall be responsible for the maintenance of the storm drainage facilities they have benefit of use and shall equally share in the maintenance of that portion of the storm drainage facilities used in common.

38. The private storm drain easement along the South line of Lots 53 and 54 is for the benefit of Lots 54 and 55. The owners of Lots 53 through 55 shall be responsible for the maintenance of the storm drainage facilities they have benefit of use and shall equally share in the maintenance of that portion of the storm drainage facilities used in common.

39. The private storm drain easement along the North line of Lots 58 and 59 is for the benefit of Lots 57 and 58. The owners of Lots 57 through 59 shall be responsible for the maintenance of the storm drainage facilities they have benefit of use and shall equally share in the maintenance of that portion of the storm drainage facilities used in common.

40. The private storm drain easement along the North line of Lots 61 and 62 is for the benefit of Lots 60 and 61. The owners of Lots 60 through 62 shall be responsible for the maintenance of the storm drainage facilities they have benefit of use and shall equally share in the maintenance of that portion of the storm drainage facilities used in common.

41. The private storm drain easement along the South line of Lots 63 through 65 is for the benefit of Lots 64 through 66. The owners of Lots 63 through 66 shall be responsible for the maintenance of the storm drainage facilities they have benefit of use and shall equally share in the maintenance of that portion of the storm drainage facilities used in common.

42. The private storm drain easement along the South line of Lots 67 and 68 is for the benefit of Lots 68 and 69. The owners of Lots 67 through 69 shall be responsible for the maintenance of the storm drainage facilities they have benefit of use and shall equally share in the maintenance of that portion of the storm drainage facilities used in common.

43. The 5 foot rockery drain easement along the North line of Lot 63 through 69 is for the mutual benefit of Lots 56 through 69. The owners of Lots 56 through 69 shall be responsible for the maintenance of the drainage facilities they have benefit of use and shall equally share in the maintenance of that portion of the drainage facilities used in common.

44. This plat is subject to terms and conditions contained in Early Entry Agreement between the Skagit Highlands, LLC and The Quadrant Corporation as recorded under Auditor's File No. 200411010178.

45. This plat is subject to terms and conditions contained in City of Mount Vernon Ordinance Nos. 1837, 2483, 2532, 2546 and 2550 as recorded under Auditor's File Nos. 9203270092, 9303110069, 9308060022 and 9309210028.

46. This plat is subject to a Pre-Annexation Agreement and the terms and conditions thereof between the City of Mount Vernon and Mount Vernon Association, Inc. as recorded under Auditor's No. 9203270093.

47. This plat is subject to a Development Agreement and the terms and conditions thereof between the City of Mount Vernon and MVA, Inc., a Washington corporation, as recorded under Auditor's No. 200106210002.

48. This plat is subject to a Storm Drainage Release Easement Agreement and the terms and conditions thereof between Georgia Schopf, as her separate estate and MVA, Inc., a Washington corporation, as recorded under Auditor's No. 200107270065.

49. This plat is subject to a Mitigation Agreement and the terms and conditions thereof between Sedro-Woolley School District No. 101 and MVA, Inc. as recorded under Auditor's No. 200107270077.

50. This plat is subject to a Developer Extension Agreement and the terms and conditions thereof between MVA, Inc. and the City of Mount Vernon as recorded under Auditor's No. 200108220046 amended per 200507010181.



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EXHIBIT "A" Cont

EXCEPTIONS CONTINUED:

U. (Continued):

51. This plat is subject to a Shoreline Substantial Development Permit No. PL01-0560 and the terms and conditions thereof as recorded under Auditor's File No. 200205230079 and as amended by instrument recorded under Auditor's File No. 200206030153.
52. This plat is subject to an Easement and the terms and conditions thereof granted to Verizon as recorded under Auditor's Nos. 200407190188 and 200508190092.
53. All lots within this plat are exempt from paying transportation, parks and fire impact fees as a result of fully mitigating its impacts through the construction of regional transportation improvements, construction and dedication of regional parks improvements, and dedication of land for a fire station.
54. There are no affordable housing lots in this plat.
55. All lots in this subdivision are subject to the Declaration of Covenants, Conditions and Restrictions for Skagit Highlands Residential as recorded under Skagit County AF# _____.
56. All lots shall be subject to an easement 2.50 feet in width parallel with and abutting all interior lot lines and a minimum of 5.00 feet in width parallel with and abutting all rear lot lines for the purpose of private storm drainage. In the event lot lines are adjusted after the recording of this plat, the easement shall move with the adjusted lot lines. Maintenance of all private storm drainage easements on this plat shall be the responsibility of the lots deriving benefit from said easement.
57. All tracts must be landscaped per approved landscape plans designed by Lane & Associates.
58. This plat is subject to terms and conditions contained in Memorandum of Agreement between the Skagit Highlands, LLC and The Quadrant Corporation as recorded under Auditor's File No. 200411010179.
59. The plat is subject to an easement and the terms and conditions thereof granted to Puget Sound Power & Light Company, a Washington corporation as recorded under Auditor's No. 200503010068.
60. This plat is subject to terms and conditions contained in water service contract between Public Utility District No. 1 of Skagit County and Skagit Highlands, LLC or its successor or assigns as recorded under Auditor's File No. 200510070093.

V. LANDSCAPE NOTES AS DISCLOSED ON THE FACE OF SAID PLAT AS FOLLOWS:

1. Contractor shall be responsible for familiarizing themselves with all other site improvements and conditions prior to starting landscape work.
2. Contractor shall use caution while excavating to avoid disturbing any utilities encountered. Contractor is to promptly advise owner of any disturbed utilities. (Location service phone: 1-800-424-5555)
3. Contractor shall maintain and water all plant material for 1 year or until final inspection and acceptance by owner.
4. Contractor shall be responsible for computing specific quantities of ground covers and plant materials utilizing on-center spacing for plants as stated on the landscape plan and minimum planting distances as specified below in these notes.
5. Ground covers shall be planted in an equilateral triangular spacing pattern at the on-center distances shown on the plan or in the plan schedule. Where ground cover abuts curbing, sidewalks, signs or poles, minimum planting distances shall be 12" from center of plant to curb, sidewalk, etc. Minimum planting distance shall be 24" from center of trees and shrubs.
6. Contractor shall be responsible for providing the quantities of plants that are represented by symbols on the drawings.
7. Subgrade is to be within 1/10th of one foot as provided by others. All planting areas to be cleared of all construction material and rocks and sticks larger than 2" in diameter.



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EXHIBIT "A" Cont

EXCEPTIONS CONTINUED:

V. (Continued):

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

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

10. All plant material shall be fertilized with Agro transplant fertilizer 4-2-2- per manufacturer's recommendations.

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

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

b. Trees, shrubs, and groundcovers: Quantities, species, and varieties, sizes and conditions as shown on the planting plan. Plants to be healthy, vigorous, well-foliated when in leaf, free of disease, injury, insects, decay, harmful defects, and all weeds. No substitutions shall be made without written approval from landscape architect or owner.

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

End of Exhibit "A"

