



201505220090

When recorded return to:
Michael V. Clark and Paula L. Clark
5325 Razor Peak Drive
Mount Vernon, WA 98273

Skagit County Auditor
5/22/2015 Page

\$81.00

1 of 10 1:33PM

Filed for record at the request of:



CHICAGO TITLE
COMPANY OF WASHINGTON

425 Commercial St
Mount Vernon, WA 98273

Escrow No.: 620024085

CHICAGO TITLE

620024085

STATUTORY WARRANTY DEED

THE GRANTOR(S) Eric L. Oberhauser, Married as his separate estate
for and in consideration of Ten And No/100 Dollars (\$10.00) , and other valuable consideration
in hand paid, conveys, and warrants to Michael V. Clark and Paula L. Clark, a married couple
the following described real estate, situated in the County of Skagit, State of Washington:

Lot 265, PLAT OF SKAGIT HIGHLANDS DIVISION V (PHASE 1), according to the plat thereof
recorded on December 21, 2006 under Auditor's File No. 200612210067, records of Skagit
County, Washington.

Situated in Skagit County, Washington

Abbreviated Legal: (Required if full legal not inserted above.)

Tax Parcel Number(s): P125477 / 4915-000-265-0000

Subject to:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Dated: May 20, 2015

Eric L Oberhauser By
Michelle Lynn Oberhauser
His attorney in fact

Eric L. Oberhauser By Michelle Lynn Oberhauser His attorney in fact

Michelle Lynn Oberhauser
Michelle Lynn Oberhauser

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

2015/852
MAY 22 2015

Amount Paid \$4,000.00
Skagit Co. Treasurer
By [Signature] Deputy

STATUTORY WARRANTY DEED
(continued)

State of NE

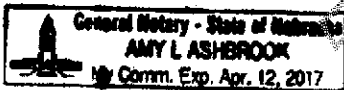
Carly of Sundlers

I certify that I know or have satisfactory evidence that Michelle Lynn Oberhauser

is/are the person(s) who appeared before me, and said person acknowledged that (he/she/they) signed this instrument, on oath stated that (he/she/they) was authorized to execute the instrument and acknowledged it as the attorney in fact of Eric L. Oberhauser to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 5/20/17

*and as Self



Name: Amy L. Ashbrook
Notary Public in and for the State of NE
Residing at: Omaha, NE
My appointment expires: 4-12-17

State of _____

_____ of _____

I certify that I know or have satisfactory evidence that _____

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

Dated: _____

Name: _____
Notary Public in and for the State of _____
Residing at: _____
My appointment expires: _____

EXHIBIT "A"

Exceptions

1. Reservation of minerals and mineral rights, etc., contained in deeds from W.M. Lindsey and Emma S. Lindsey, husband and wife, recorded March 30, 1903 in Volume 49 Deeds, page 532.
Affects: Lots 4, portion of 5, 6 through 8, portion of 9 and 10
2. Terms and conditions contained in City of Mt. Vernon Ordinance Nos. 2483, 2532, 2546 and 2550 as recorded March 27, 1992, March 11, 1993, August 6, 1993 and September 21, 1993, under Auditor's File No. 9203270092, 9303110069, 9308060022 and 9309210028.
Affects: Said Plat and other property
3. Restriction contained in instrument recorded December 14, 1912 under Auditor's File No. 94380, as follows:

That no saloon shall ever be located or established upon the lands herein described.
Affects: Said Plat and other property
4. Easement, including the terms and conditions thereof, granted by instrument(s);
Recorded: September 27, 1960
Auditor's No(s): 599210, records of Skagit County, Washington
In favor of: Puget Sound Power & Light Company, a Massachusetts corporation
For: Electric transmission and/or distribution line, together with necessary appurtenances
Affects: Said Plat and other property
5. Easement, including the terms and conditions thereof, granted by instrument(s);
Recorded: September 23, 1980
Auditor's No(s): 8009230001, records of Skagit County, Washington
In favor of: Puget Sound Power & Light Company, a Washington corporation
For: Electric transmission and/or distribution line, together with necessary appurtenances
Affects: A portion of Lot 7, not specifically located on record
6. Easement, including the terms and conditions thereof, disclosed by instrument(s);
Recorded: June 8, 1988
Auditor's No(s): 8806080008, records of Skagit County, Washington
For: Construct, maintain and operation of drainage facilities
Affects: Said Plat and other property
7. Developer Extension Agreement, including the terms and conditions thereof; entered into;
By: M.V.A, Inc., a corporation
And Between: The City of Mt. Vernon
Recorded: August 22, 2001
Auditor's No. 200108220046, records of Skagit County, Washington
Affects: Said plat and other property

AMENDED by instrument(s):
Recorded: July 1, 2005
Auditor's No(s): 200507010181, records of Skagit County, Washington
8. Storm Drainage Release Easement Agreement, including the terms and conditions thereof; entered into;
By: Georgia Schopf, as her separate estate
And Between: MVA, Inc., a Washington corporation
Recorded: July 27, 2001
Auditor's No. 200107270065, records of Skagit County, Washington
Affects: Said plat and other property
9. Mitigation Agreement, including the terms and conditions thereof; entered into;
By: Sedro-Woolley School District No. 101
And Between: MVA, Inc.
Recorded: July 27, 2001
Auditor's No. 200107270077, records of Skagit County, Washington
Affects: Said plat and other property

EXHIBIT "A"

Exceptions (continued)

10. Development Agreement, including the terms and conditions thereof; entered into:
By: The City of Mt. Vernon
And Between: MVA, Inc., a Washington corporation
Recorded: June 21, 2001
Auditor's No.: 200106210002, records of Skagit County, Washington
Providing: Said plat and other property
11. Shoreline Substantial Development Permit No. PL01-0560 and the terms and conditions thereof, as recorded May 23, 2002 under Auditor's File No. 200205230079.
Affects: Said plat and other property
- AMENDED by instrument(s):
Recorded: June 3, 2002
Auditor's No(s): 200206030153, records of Skagit County, Washington
12. Easement, including the terms and conditions thereof, granted by instrument(s):
Recorded: March 1, 2005
Auditor's No(s): 200503010068, records of Skagit County, Washington
In favor of: Puget Sound Power & Light Company, a Washington corporation
For: Electric transmission and/or distribution line, together with necessary appurtenances
Affects: Said plat and other property
13. Matters disclosed by Record of Survey
Filed: June 8, 2005
Auditor's File No.: 200506080122, records of Skagit County, Washington
14. Terms and conditions of the Master Plan
Recorded: July 1, 2005
Auditor's File No.: 200507010182, records of Skagit County, Washington
Affects: Said plat and other property
15. Agreement, including the terms and conditions thereof; entered into:
By: Public Utility District No. 1 of Skagit County
And Between: Skagit Highlands, LLC or its successor or assigns
Recorded: October 7, 2005
Auditor's No.: 200510070093, records of Skagit County, Washington
Providing: Water Service Contract
16. Declaration of Easements and Covenant to Share Costs for Skagit Highlands;
Recorded: August 17, 2005
Auditor's File No.: 200508170113, records of Skagit County, Washington
Executed by: Skagit Highlands, LLC, a Washington limited liability company
- AMENDED by instrument(s):
Recorded: July 25, 2006; June 4, 2008; October 16, 2008
Auditor's No(s): 200607250099; 200806040066; 200810160044, records of Skagit County, Washington
17. Covenants, conditions, and restrictions contained in declaration(s) of restriction, but omitting any covenant or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by law;
Recorded: August 17, 2005
Auditor's No(s): 200508170114, records of Skagit County, Washington
Executed By: Skagit Highlands, LLC, a Washington limited liability company
- AMENDED by instrument(s):
Recorded: November 2, 2005; April 6, 2006; May 23, 2006; May 26, 2006; August 7, 2006; August 10, 2006; February 5, 2009
Auditor's No(s): 200511020084; 200604060049, 200605250083; 200605260150; 200608250117; 200612210068; 200806040066; 200810160044; 200902050087, records of Skagit County, Washington

EXHIBIT "A"

Exceptions
(continued)

18. Supplemental Declaration of Covenants, Conditions and Restrictions for Skagit Highlands Residential Property, Skagit Highlands West Neighborhood;
Recorded: August 17, 2005
Auditor's File No.: 200508170115, records of Skagit County, Washington
Executed by: Skagit Highlands, LLC, a Washington limited liability company
19. Easement, including the terms and conditions thereof, disclosed by instrument(s);
Recorded: September 20, 2006
Auditor's No(s): 200609200081, records of Skagit County, Washington
For: Construct, maintain, replace, reconstruct and remove sanitary sewage and storm drainage facilities
Affects: A strip across said premises
20. Notes on the face of said plat as follows:
- A. Basis of bearings for this survey is N88°29'24"W (NAD 1983/1991) along the South line of the Southeast quarter of Section 15, Twp. 34 North, Rge. 4 East, W.M., as shown on City of Mount Vernon Boundary Line Adjustment recorded under recording no. 200308180300, and as amended by document recorded under recording no. 200506080122. See said surveys for additional subdivisional information.
- B. This survey was accomplished using global positioning system (GPS) using Trimble 5700 and R8 receivers, and by field traverse method, using Leica Electronic Total Stations. Survey accuracy meets or exceeds the requirements of WAC 332-130-090.
- C. 5/8" x 24" rebar with cap imprinted with "WHP LS No. 21599" will be set at all lot corners, except as shown on sheets 5 (Lot 218) and 8 (Lots 173/174 and 186/187). All front corners will also be marked by lead and tack in concrete curb on the property line extended.
- D. Owner/Developer: The Quadrant Corporation
14725 SE 36th St.
Suite 200, P.O. Box 130
Bellevue, WA 98009
(425) 455-2900
- E. Utility Purveyors:
- | | | | |
|--------------------|----------------------------|------------|--------------------|
| Sanitary sewer | City of Mount Vernon | Telephone | Verizon Northwest |
| Storm drain | City of Mount Vernon | Television | Comcast |
| Corporation | | | |
| Water | P.U.D. No. 1 of Skagit Co. | Power | Puget Sound Energy |
| Garbage collection | City of Mount Vernon | Gas | Cascade Natural |
| Gas | | | |
- F. Zoning Designation: R-1, 13.5 Skagit Highlands P.U.D.
- G. 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 2,700 – 3,599 square feet:
Front – 15 feet, 10 feet for a porch
Side – 5 feet, 10 feet total
Rear – 15 feet no alley, 8 feet with alley
- Lots 3,600 – 8,399 square feet:
Front – 15 feet, 20 feet for the garage
Side – 5 feet, 10 feet total
Rear – 15 feet no alley, 8 feet with alley
- H. 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 574, Exhibit D", master plan conditions.

continued.....

20. continued...

EXHIBIT "A"

Exceptions
(continued)

I. Tract T-1 is a trail tract and is hereby granted and conveyed upon the recording of this plat to the Skagit Highlands Homeowners Association. The homeowners association shall be responsible for the maintenance of said tract. A public pedestrian easement is hereby granted over the trails located within this tract.

J. Tracts P-1 and P-2 are park tracts. Tract P-1 is hereby granted and conveyed upon the recording of this plat to the Skagit Highlands Homeowners Association. The homeowners association shall be responsible for the maintenance of said tract. Tract P-2 is hereby granted and conveyed upon the recording of this plat to the City of Mount Vernon, who shall be responsible for the maintenance of said tract.

K. Tract AU-1 is an access and utility tract and is hereby granted and conveyed upon the recording of this plat to the Skagit Highlands Homeowners Association. The homeowners association shall be responsible for the maintenance of said tract, except for the maintenance of water facilities. See Note 3 under easement provisions. The City of Mount Vernon may enter said tract for emergency or inspection purposes. A public pedestrian easement is hereby granted over the trails located within this tract.

L. Tracts OS-1 and OS-2 are open space tracts and are hereby granted and conveyed to the Skagit Highlands Homeowners Association. The homeowners association shall be responsible for the maintenance of said open space tracts. Said open space tracts are designated as native growth protection areas, subject to existing trails. See note on this sheet regarding NGPA's. A public pedestrian easement is hereby granted over the trails located within these tracts. A private drainage easement for the purpose of conveying local storm water runoff is hereby granted on these tracts in favor of all abutting lot owners. The maintenance of private drainage systems shall be the responsibility of the lot owners of the benefiting private lots and their heirs, personal representatives and assigns. The City of Mount Vernon is hereby granted the right to enter said easement for emergency purposes at its own discretion.

M. Tracts Z-1, Z-2 and Z-3 are to remain in private ownership for future development.

N. Lots 3-52, 57-166, 334-365 and 370-404 will be platted in the future as part of the development of Tract Z-1.

15. Open Space Areas:	Useable:	Unusable:
Tract OS-1	78,790 sq. ft.	206,215 sq. ft.
Tract OS-2	27,077 sq. ft.	126,845 sq. ft.
Tract P-1	16,953 sq. ft.	
Tract P-2	260,327 sq. ft.	
Tract T-1	4,077 sq. ft.	

P. In order to ensure adequate fall for side sewers, minimum finished floor elevations have been determined for each lot. Additionally, some lots will be required to install a back flow preventer on the sewer stub. Please see sanitary sewer record drawings submitted to the City in November 2006 by W&H Pacific.

21. Easement provisions on the face of said plat.

A. An easement is hereby reserved for and granted to the City of Mount Vernon. Public Utility

EXHIBIT "A"

Exceptions (continued)

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 exterior ten feet parallel with and adjoining the public street frontage of all lots and tracts, and as otherwise shown on the face of the plat, in which to install, lay, construct, renew, operate and maintain underground conduits, cable, pipeline and wires with the necessary facilities and other equipment for the purpose of service to this subdivision and other property with electric, telephone, gas, cable TV service and other utilities. Together with the right to enter upon the easements at all times for the purposes stated. Upon the dedication of any portion of this easement area as a public right-of-way, said portion of this easement shall automatically terminate and self-extinguish.

B. 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 Storm Drainage and Sanitary Sewer Easements" to install, maintain, replace, repair and operate storm drainage and sanitary sewer systems 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. Upon the dedication of any portion of this easement area as a public right-of-way, said portion of this easement shall automatically terminate and self-extinguish.

C. An easement is hereby reserved for and granted to Public Utility District No. 1 of Skagit County under and upon Tract AU-1 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 easement at all times for the purposes stated. Structures shall not be constructed upon any area within this easement. Following any use grantee shall restore the easement as near as possible to the original condition.

D. Easements for the purpose of conveying local storm water runoff are hereby granted in favor of all abutting lot owners in the areas designated as private drainage easements. The maintenance of private drainage easements established and granted herein shall be the responsibility of the lot owners of the benefiting private lots and their heirs, personal representatives and assigns. The City of Mount Vernon is hereby granted the right to enter said easements for emergency purposes at its own discretion.

All lots shall be subject to an easement 2.5 feet in width parallel with and abutting all interior lot lines and a minimum of 5.0 feet in width parallel with and abutting all rear lot lines for the purpose of private storm drainage. In the event of lines are adjusted after the recording of the plat, the easement shall move with the adjusted lot lines. Maintenance of all private storm drainage easements on this plat shall be the responsibility of the lots deriving benefits from said easement. No structures other than fences or yard drains shall be constructed within these easements.

22. Native Growth Protection Area information 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 or the City of Mount Vernon, to leave undisturbed all trees and other vegetation within the tract. The vegetation within the tract may not be cut, pruned, covered by fill, removed or damaged without the 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.

23. Irrigation notes on the face of said plat as follows:

A. General contractor to provide:

- 1.) Notification for the installation of sleeving. Notice to irrigation contractor shall be a minimum of 48 hours prior to installation.
- 2.) All necessary field layouts to verify exact location of all required

EXHIBIT "A"

Exceptions (continued)

sleeves.

than 18 inches

done at the

automatic
(irrigation contractor will mount
contractor).

discharge side
finished grade.

extruded curbing,

continued.....

23. continued...

B. All work per local code. Installed per manufacturer's specifications.

C. Prior to start of construction verify minimum 50 GPM at 60 PSI at stub-out location, verify all dimensions and conditions, notify landscape architect of any discrepancies prior to beginning construction.

D. Sleeving is required for all irrigation and control wire under all pavements, walls, etc. Contractor is responsible for verification of size of all sleeving required for complete installation of work.

E. All sleeves shall be 2x the diameter of insert pipes unless otherwise noted. Bury 18" and project 15" into plantings.

F. Mainline shown running parallel to paving edge shall be installed in adjacent planting areas and not under pavement. Install all valves in shrub areas when possible.

G. Plan is diagrammatic. Adjust line locations as necessary. Heads to be placed according to plan.

H. Place all pop-up heads 2 inches from all curbs and sidewalks. Shrub pop-up heads to be set minimum ½ inch above finish grade (after mulch). Place lawn pop-up heads flush with grade and 6 inches from buildings (to allow for mow strip).

I. Pressure test all system joints, connections, couplings, valves, and all other junction points shall be left exposed until completion and acceptance by landscape architect.

J. Provide owner with "as-built" drawings and operator's manual upon completion.

24. Planting Notes on the face of said plat as follows:

A. Contractor shall be responsible for familiarizing themselves with all other site improvements and conditions prior to starting landscape work.

B. 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.)

C. Contractor shall maintain and water all plant material and provide four mowings of new lawn area until final inspection or upon acceptance by owner or owner's agent.

EXHIBIT "A"

Exceptions (continued)

D. 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.

E. Ground covers shall be planted in an equilateral triangular spacing pattern at the on-center distances shown on the plan or in the plant 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.

F. Contractor shall be responsible for providing the plant quantities that are represented by symbols on the drawings.

G. Subgrade is to be within 1/10th of one foot as provided by others.

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

I. All beds to receive a minimum of 3" shredded wood chip mulch.

J. Contractor to give Mount Vernon Park Department minimum of 24 hours notice for inspection of plant material prior to installation. No girdling or "J" rooting of roots will be accepted.

continued.....

24. continued.....

K. All plant material shall conform to AAN standards for nursery stock, latest edition. Any replacements made at one.

1.) 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.

2.) Trees, shrubs, and ground covers: 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, all weeds. No substitutions shall be made without written approval from landscape architect or owner. Landscape architect to approve all plant material prior to installation. Rejected material must be removed immediately.

3.) Notify landscape architect immediately if any plants are not available in size or species (425) 885-2319.

L. Contractor to provide a one year warranty on all plant material

25. Easement, including the terms and conditions thereof, granted by instrument(s):
- | | |
|---|--|
| Recorded: | March 19, 2007 |
| Auditor's No(s): | 200703190207, records of Skagit County, Washington |
| In favor of: | Puget Sound Power & Light Company |
| For: | Electric transmission and/or distribution line, together with necessary appurtenances |
| Affects: | A strip of land 10 feet in width with 5 feet on each side of the centerline of facilities as now constructed, to be constructed, extended or |
| grantee's | relocated lying within the above described parcel. This easement |
| description may be superseded at a later date | with a surveyed description provided |
| at no cost to Grantee | |

EXHIBIT "A"

Exceptions (continued)

26. Easement, including the terms and conditions thereof, disclosed by instrument(s);
Recorded: March 29, 2007
Auditor's No(s): 200703290063, records of Skagit County, Washington
For: Waterline
Affects: Tract AU1
27. Easement contained in Dedication of said plat;
For: All necessary slopes for cuts and fills and continued drainage of roads
Affects: Any portions of said premises which abut upon streets, avenues, alleys,
and roads and where water might take a natural course
28. Easement delineated on the face of said plat;
For: Utilities and drainage
Affects: Portion of said premises
29. City, county or local improvement district assessments, if any.
30. Dues, charges, and assessments, if any, levied by Skagit Highland Homeowners Association.
31. Local Improvement assessments, if any, levied by City of Mt. Vernon.