

When recorded return to:  
Harry J. Nicholson and Norma Nicholson  
738 Panorama Ridge  
Mount Vernon, WA 98274



201506160065  
Skagit County Auditor \$81.00  
6/16/2015 Page 1 of 10 1:41PM

Filed for record at the request of:



CHICAGO TITLE  
COMPANY OF WASHINGTON

425 Commercial St  
Mount Vernon, WA 98273

Escrow No.: 620024257

CHICAGO TITLE

620024257

STATUTORY WARRANTY DEED

THE GRANTOR(S) Treg L. Fischbach and Mary Victoria Larsen-Fischbach, husband and wife  
for and in consideration of Ten And No/100 Dollars (\$10.00) , and other valuable consideration

in hand paid, conveys, and warrants to Harry J. Nicholson and Norma Nicholson, husband and wife

the following described real estate, situated in the County of Skagit, State of Washington:

Lot 34, PLAT OF SKAGIT HIGHLANDS DIVISION V (PHASE 2), according to the plat thereof  
recorded on January 17, 2008 under Auditor's File No. 200801170047, records of Skagit County,  
Washington.

Situated in Skagit County, Washington

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

Tax Parcel Number(s): P127140 / 4948-000-034-0000

Subject to:

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

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

2015 2224  
JUN 16 2015

Amount Paid \$ 5,505.00  
Skagit Co. Treasurer  
By *Ynam* Deputy

STATUTORY WARRANTY DEED  
(continued)

Dated: June 12, 2015

Treg L. Fischbach

Mary Victoria Larsen-Fischbach

State of WA

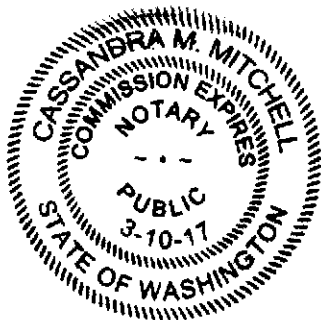
County of SKagit

I certify that I know or have satisfactory evidence that

Mary Victoria Larsen-Fischbach  
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: 6-16-15

Cassandra M. Mitchell  
Name: Cassandra M. Mitchell  
Notary Public in and for the State of WA  
Residing at: MT Vernon  
My appointment expires: 3-18-17



## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of SAN LUIS OBISPO

On 6/12/2015 before me Ray La Frenais, Notary Public  
(insert name and title of the officer)

personally appeared TREG L FISCHBACH  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

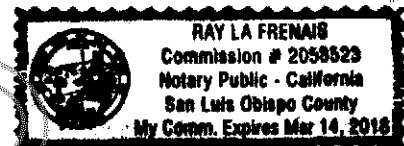
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Ray La Frenais

(Seal)



## 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 25, 2006; May 26, 2006, August 7, 2006, August 10, 2006, August 25, 2006, December 21, 2006, June 4, 2008. October 16, 2008 and February 5, 2009  
Auditor's No(s).: 200511020084; 200604060049, 200605230087, 200605250083; 200605260149, 200605260150, 200608070191, 200608100126, 200608250117, 200612210068; 200806040066; 200810160044, and 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, unless otherwise noted. 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: (Lots 335-341 and 346-348)

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: (all lots in Phase 2 except 80, 335-341 & 346-348)

Front – 15 feet, 20 feet for the garage  
Side – 5 feet, 10 feet total  
Rear – 15 feet no alley, 8 feet with alley, 20 feet for Lots 11-42 & below)

71-79 (see note

Lots 8,400 square feet and larger: (Lot 80)

Front - 20 feet, 15 feet for a porch  
Side - 5 feet, 10 feet total  
Rear - 20 feet

## EXHIBIT "A"

### Exceptions (continued)

continued.....

20. continued.....

The rear building setback lines as shown on Lots 42 and 67 through 70 are adjacent to a locally established Geologic Hazard Zone 4. The setback lines shown on the plans are in conformance with the geotechnical requirements and results in no additional impact to the lots, as based on a geotechnical engineering report prepared by Associated Earth Sciences, Inc. Sept. 28, 2005.

H. Lots in this subdivision are located either in the Mount Vernon School District or in the Sedro Woolley School District. The overall map of the development (shown on sheet 4) shows the location of the boundary between the two school districts. The address table on sheet 3 lists the specific school district in which each lot is located. Each lot shall be required to pay school impact fees for applicable district at time of building permit issuance. Fees for lots within the Mount Vernon School District shall be the current fee in effect at the time of permit issuance. Fees for lots within Sedro Woolley School District shall be as outlined in the Mitigation Agreement between MVA, Inc. and Sedro Woolley School District No. 1, recorded under Auditor's File No. 200107270077.

For those lots located within the Sedro Woolley School District, the amount of \$1,418.00 shall be paid to the District at the time of building permit issuance for each single family detached dwelling unit.

I. Tract T-2 is a trail 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 sanitary sewer and storm drainage facilities. 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.

J. Tracts P-3, P-4 and P-5 are park tracts. Tracts P-3 and P-4 are hereby granted and conveyed upon the recording of this plat to the Skagit Highlands Homeowners Association, who shall be responsible for the maintenance of said tracts. Tract P-5 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 SL-1 is a slope tract and 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.

L. Tracts OS-3 through OS-7 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. Tracts OS-4, OS-7 and portions of OS-3 (wetlands, buffer areas and an Easterly portion as shown on sheets 9 and 12) 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 Tracts OS-3 and OS-4.

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.

continued.....

20. Continued.....

M. Tract RD-1 is a storm water detention pond tract and shall be conveyed to the City of Mount Vernon upon the recording of this plat.

N. Tracts Z-2 and Z-3 are to remain in private ownership for future development. A public pedestrian easement is hereby granted over the trails located within these tracts.

## EXHIBIT "A"

### Exceptions (continued)

Q. Open Space Areas:	Useable:	Unusable:
Tract L-1	1,116 sq. ft.	
Tract OS-3	242,370 sq. ft.	443,812 sq. ft.
Tract OS-4	48,867 sq. ft.	243,297 sq. ft.
Tract OS-5	31,269 sq. ft.	
Tract OS-6	2,078 sq. ft.	
Tract OS-7	11,944 sq. ft.	1,491 sq. ft.
Tract SL-1	23,865 sq. ft.	259,088 sq. ft.
Tract P-3	34,733 sq. ft.	
Tract P-4	11,460 sq. ft.	
Tract P-5	22,330 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.

Q. Tract L-1 is a landscape tract, and is hereby granted and conveyed upon the recording of this plat to the Skagit Highlands Homeowners Association, who shall be responsible for the maintenance of said tract.

R. Soft surface trails within Tracts SL-1 and RD-1 shall be maintained by the Skagit Highlands Homeowners Association, as well as the hard surface trail within Tract SL-1 Southeasterly of Tract P-5.

21. Easement Provisions on the face of said plat as follows:

A. 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 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.

B. 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 lot 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.

C. The owners of Lots 3, 4, 32, 38, 47, 49, 84, 87, 94, 107, 113, 119, 133, 137, 139 and 160 shall be subject to a 2.5 foot wall/fence easement (as shown on sheets 5-10, designated 'E3'). Walls are intended to be constructed so the wall supporting the higher of any two lots is located on the lower lot. But if for any reason any portion of a wall encroaches onto an upper lot, this easement permits that encroachment, and allows the owner of the lower lot to construct and maintain a fence at the top of the wall. The fence must be constructed within 8 inches from the back of the wall.

D. An easement is hereby reserved for and granted to the owners of Lots 4, 5 and 6 for the purpose of retaining walls. The owners of said lots shall be responsible for the maintenance of

## EXHIBIT "A"

### Exceptions (continued)

the walls. The location of this easement is graphically shown on sheet 5, designated as 'E4'.

E. The owners of Lots 146-152 shall be subject to a 2.5 foot rockery easement (as shown on sheet 10, designated 'E-5'). The existing rockeries are intended to be constructed on the lower of the adjacent lots. If for some reason a portion of the rockery encroaches upon the upper lot, this easement allows the encroachment.

F. Easements are 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 & 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.

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. 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.

D. Contractor shall be responsible for computing specific quantities of groundcovers 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. Groundcovers shall be planted in an equilateral triangular spacing pattern at the on-center distances shown on the plan or in the plant schedule. Where groundcover 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 and lawn areas as shown on the plans, shall receive a minimum of 2" depth "3-way" topsoil and rototilled 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. No topsoil in erosion control area.

I. All beds to receive a minimum of 2" fine fir bark mulch.

J. Contractor to give Mount Vernon Park Department minimum of 24 hours notice for

## EXHIBIT "A"

### Exceptions (continued)

inspection of plant material prior to installation. No girdling or "J" rooting of roots will be accepted.

continued.....

28. continued....

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

1.) General: All plant materials furnished shall be healthy representatives, typical of their species or 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 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, 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.

24. 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 grantee's facilities as now constructed, to be constructed, extended or relocated lying within the above described parcel. This easement description may be superseded at a later date with a surveyed description provided at no cost to Grantee
25. 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
26. 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
27. Easement delineated on the face of said plat;  
For: Utilities and drainage  
Affects: Portion of said premises
28. City, county or local improvement district assessments, if any.
29. Dues, charges, and assessments, if any, levied by Skagit Highland Homeowners Association.
30. Local Improvement assessments, if any, levied by City of Mt. Vernon.

General and special taxes and charges, payable February 15; delinquent if first half unpaid on May 1 or if second half unpaid on November 1 of the tax year.