



Skagit County Auditor

9/27/2017 Page

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22

\$96.00

9:48AM

Recording Requested By &
When Recorded Return To:
Indecomm Global Services
As Recording Agent Only
1260 Energy Lane, St. Paul, MN 55108

[Space Above This Line For Recording Data]

807983
80855133

DEED OF TRUST

Grantor(s) (Last name first, then first name and initials):

1. GREWAL, SUKHVINDER K
2. GREWAL, BHUPINDER S
- 3.
- 4.
- 5.
- 6.

☐ Additional names on page of document.

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

1. Bank of America, NA
2. RECONTRUST COMPANY, N.A.
- 3.
- 4.
- 5.
- 6.

☐ Additional names on page of document.

Legal Description (abbreviated: i.e., lot, block, plat or section, township, range):

Lot 260, Plat of Skagit Highlands Division V
(Phase 1) Under Auditor's file No # 200612210067
Skagit County, WA.

Full legal description on page 22 of document.

Assessor's Property Tax Parcel(s) or Account Number(s): P125472

Reference Number(s) Assigned or Released:

☐ Additional references on page of document.

SUKHVINDER K GREWAL/995171581953220

WASHINGTON HOME EQUITY LINE OF CREDIT DEED OF TRUST
WAHESI.BOA 05/16/17

Page 1 of 13

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DEFINITIONS

(A) **"Security Instrument"** means this document, which is dated SEPTEMBER 13, 2017 together with all Riders to this document.

(B) **"Borrower"** is SUKHVINDER K GREWAL, BHUPINDER S GREWAL

the party or parties who have signed this Security Instrument.

Borrower is the trustor under this Security Instrument.

(C) **"Lender"** is Bank of America, NA

Lender is a NATIONAL BANKING ASSOCIATION

organized

and existing under the laws of THE UNITED STATES OF AMERICA

Lender's address is 100 North Tryon Street, Charlotte, North Carolina 28255

Lender is the beneficiary under this Security Instrument.

(D) **"Agreement"** means the Home Equity Line of Credit Agreement signed by the Borrower.

(E) **"Account"** means the Home Equity Line of Credit Account pursuant to which the Lender makes Advances to the Borrower at the Borrower's direction, allowing the Borrower to repay those Advances and take additional Advances, subject to the terms of the Agreement.

(F) **"Credit Limit"** means the maximum aggregate amount of principal that may be secured by this Security Instrument at any one time. The Credit Limit is \$95,000.00. Except to the extent prohibited by Applicable Law, the Credit Limit does not apply to interest, finance charges, and other fees and charges validly incurred by Borrower under the Agreement and this Security Instrument. The Credit Limit also does not apply to other advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

(G) **"Account Balance"** is the total unpaid principal of the Account, plus earned but unpaid finance charges, outstanding fees, charges, and costs.

(H) **"Maturity Date"** is the date on which the entire Account Balance under the Agreement is due. The entire Account Balance on your Account, as defined in the Agreement and this Security Instrument, is due on SEPTEMBER 13, 2047

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

(J) **"Secured Debt"** means:

(1) All amounts due under your Account, including principal, interest, finance charges, and other fees, charges, and costs incurred under the terms of this Security Instrument and all extensions, modifications, substitutions or renewals thereof.

(2) Any advances made and expenses incurred by Lender under the terms of this Security Instrument.

(K) **"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]:

☐ 1-4 Family

☐ Second Home

☐ Other(s)

☐ Condominium Rider

☐ Planned Unit Development Rider

☐ Escrow Rider

☐ Mortgage Insurance Rider

(L) **"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.

(M) "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.

(N) "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.

(O) "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.

(P) "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 Agreement and/or this Security Instrument.

(Q) "Approved Prior Lien" means a lien which is and which lender acknowledges and agrees will continue to have priority over the lien created by this Security Instrument.

(R) "Trustee" is RECONTRUST COMPANY, N.A.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Secured Debt under the Agreement, and all renewals, extensions and modifications of the Agreement; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Agreement. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the

COUNTY of SKAGIT :
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]
EXHIBIT A ATTACHED HERETO AND MADE A PART OF.

which currently has the address of 5364 RAZOR PEAK DR

MOUNT VERNON
[City]

WASHINGTON
[State]

[Street] 98273
[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 COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

ADVANCES. During the Draw Period described in the Agreement, the Borrower may repeatedly take and repay any advances that Lender makes to Borrower under the terms of the Agreement and this Security

Instrument, subject to the terms that the Agreement and this Security Instrument impose. The Agreement and this Security Instrument will remain in full force and effect notwithstanding that the Account Balance under the Agreement may occasionally be reduced to an amount of equal to or less than zero.

Any amounts that Lender advances to Borrower in excess of the Credit Limit will be secured by the terms of this Security Instrument unless applicable law prohibits the same. Lender shall not be obligated to increase the Credit Limit formally or to make additional Advances in excess of the Credit Limit stated in the Agreement even though the Credit Limit has been exceeded one or more times. The Draw Period may or may not be followed by a Repayment Period, as described in the Agreement, during which additional Advances are not available. During both the Draw Period and the Repayment Period the Lender may, at its option, make Advances from the Account to pay fees, charges, or credit insurance premiums due under the Agreement or this Security Instrument, or make other Advances as allowed by this Security Instrument.

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 Secured Debt. Borrower shall pay when due all Secured Debt in accordance with the Agreement and this Security Instrument. All payments shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Agreement or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Agreement or Security Instrument be by a method of Lender's choosing. These methods include, but are not limited to: (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 Billing Statement or at such other location as may be designated by Lender in accordance with the notice provisions provided in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Account current. Lender may accept any payment or partial payment insufficient to bring the Account current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Agreement and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. All payments accepted by Lender shall be applied to the Secured Debt under this Security Instrument as provided in the Agreement unless Applicable Law provides otherwise. Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Agreement shall not extend or postpone the due date, or change the amount, of the Minimum Payment.

3. Funds for Escrow Items. Borrower shall not be required to pay into escrow amounts due for taxes, assessments, leasehold payments, or other insurance premiums unless otherwise agreed in a separate writing.

4. Charges; Liens; Prior Security Interests. 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 a manner provided in Section 3.

Borrower shall promptly discharge any lien, other than the Approved Prior 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, other than the Approved

Prior Loan, 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 in this Section.

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 the Agreement. Borrower shall pay when due, or shall cause to be paid when due, all sums required under the loan documents evidencing the Approved Prior Loan and shall perform or cause to be performed all of the covenants and agreements of Borrower or the obligor set forth in such loan documents. All of Lender's rights under this Covenant shall be subject to the rights of the Holder of the Approved Prior 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 Agreement. 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 shall become additional Secured Debt of Borrower and secured by this Security Instrument. These amounts shall bear interest at the Agreement rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment and be subject to the terms of the Agreement and the Security Instrument.

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 mortgagee 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 mortgagee 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 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 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.

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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 Agreement 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 Agreement 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 the Agreement and 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 resides on 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 Home Equity Line of Credit Application Process; Default. Borrower shall be in default if, during the Account application process, or at any time during the term of the Agreement, 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 Account. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

Borrower is also in default if: 1) Borrower engages in fraud or makes a material misrepresentation at any time in connection with Borrower's Account; 2) Lender does not receive the full amount of any Minimum Payment due or Borrower fails to meet any of the other repayment terms of the Agreement; 3) Borrower's action or inaction adversely affects the Property or Lender's rights in it. Examples of these actions or inactions include, but are not limited to: a) Borrower's death, if Borrower is the sole person on the Account; or the death of all but one borrower which adversely affects Lender's security; b) Illegal use of the Property, if such use subjects the Property to seizure; c) Transfer of all or part of the Borrower's interest in the Property without Lender's written consent; d) All or part of the Property is taken by condemnation or eminent domain; e) Foreclosure of any senior lien on the Property; f) Failure to maintain required insurance on the Property; g) Waste or destructive use of the Property which adversely affects Lender's security; h) Failure to pay taxes or assessments on the Property; i) Permitting the creation of a senior lien on the Property other than an Approved Prior Loan; j) Filing of a judgment against Borrower, if the amount of the judgment and collateral subject to the judgment is such that Lender's security is adversely affected.

Lender may, at its option, take lesser actions than those described at the beginning of this Section. Such lesser actions may include, without limitation, suspending Borrower's Account and not allowing Borrower to obtain any further Advances, reducing Borrower's Credit Limit, and/or changing the payment terms on Borrower's Account. If Lender takes any such actions, this shall not constitute an election of

remedies or a waiver of Lender's right to exercise any rights or remedies under the remainder of this Section, the remaining provisions of the Agreement, the Security Instrument, or at law or in equity. Lender may take action under this Section only after complying with any notice or cure provisions required under Applicable Law. In the event Lender elects not to terminate the Account or take any lesser action as provided in this Section, Lender does not forfeit or waive its right to do so at a later time if any of the circumstances described above exists at that time.

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 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. Lender may without notice, perform or cause to be performed any covenant of Borrower in this Security Instrument, and Borrower appoints Lender as attorney in fact to sign Borrower's name. 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 this action, 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.

Any amounts disbursed by Lender under this Section shall become additional Secured Debt of Borrower secured by this Security Instrument, payable according to the terms of the Agreement and this Security Instrument. These amounts shall bear interest at the Agreement 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. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground 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. Borrower is not required to obtain Mortgage Insurance unless otherwise agreed in writing.

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 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 the Agreement and this Security Instrument.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the 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 this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the Secured Debt 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 Secured Debt 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 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, and 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 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.

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 otherwise 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 this Security Instrument granted by Lender to Borrower or any Successors 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 Agreement (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 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 Agreement 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 and benefit the successors and assigns of Lender.

14. Agreement/Account 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 Account is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other Account charges collected or to be collected in connection with the Account exceed the permitted limits, then: (a) any such Account 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 Agreement 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 Agreement). 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 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 Agreement conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Agreement 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 Agreement and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section, "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 or causes Lender to be paid all sums which then would be due under this Security Instrument and the Agreement 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 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) 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. Change of Servicer; Notice of Grievance. The Agreement or a partial interest in the Agreement (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 "Servicer") that collects the amounts due under the Agreement and this Security Instrument and performs other mortgage loan servicing obligations under the Agreement, this Security Instrument, and Applicable Law. There also might be one or more changes of the Servicer unrelated to a sale of the Agreement. If the Agreement is sold and thereafter the Agreement is serviced by a Servicer other than the purchaser of the Agreement, the servicing obligations to Borrower will remain with the Servicer or be transferred to a successor Servicer and are not assumed by the Agreement purchaser unless otherwise provided.

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 and allowed the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and reasonable time 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: (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 release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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

22. Acceleration; Remedies. Lender shall give notice as required by Applicable Law prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument or the Agreement (but not prior to acceleration under Section 18 of the Security Instrument unless Applicable Law provides otherwise). Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee shall cause this notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall mail copies of the notice as prescribed by Applicable Law. After the time required by Applicable Law, 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 all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

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.

24. Substitute Trustee. In accordance with Applicable Law, Lender may from time to time appoint a successor trustee to any Trustee appointed hereunder who has ceased to act. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

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.

**BENEFICIARY REQUESTS NOTICE OF ANY ADVERSE ACTION
THAT A PRIORITY LIEN HOLDER TAKES WITH REGARD TO
THE PROPERTY, INCLUDING DEFAULT AND FORECLOSURE**

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.

Sukhvinder K Grewal 9-13-2017 (Seal)
SUKHVINDER K GREWAL -Borrower

Bhupinder S. Grewal 9-13-2017 (Seal)
BHUPINDER S GREWAL -Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

SUKHVINDER K GREWAL/995171581953220

WASHINGTON HOME EQUITY LINE OF CREDIT DEED OF TRUST
WAHESI.BOA 05/16/17

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[Space Below This Line For Acknowledgment]

State of Washington)

County of SKAGIT)

On this SEPTEMBER 13, 2017 day personally appeared before me SUKHVINDER K GREWAL, BHUPINDER S GREWAL

to me known to be the individual or individuals 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.

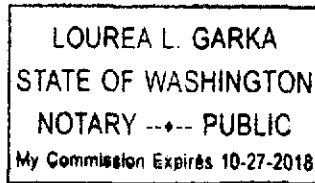
Given under my hand and official seal this 13 day of September 2017.



(Seal)

Lourea L Garka
Notary Public in and for the state of Washington,
residing at: Arlington

My commission expires: 10/27/2018



SUKHVINDER K GREWAL/995171581953220

WASHINGTON HOME EQUITY LINE OF CREDIT DEED OF TRUST
WAHESI.BOA 05/16/17

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EXHIBIT "A"

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON:

LOT 260, PLAT OF SKAGIT HIGHLANDS DIVISION V (PHASE 1), ACCORDING TO THE PLAT THEREOF RECORDED ON DECEMBER 21, 2006 UNDER AUDITORS FILE NO. 200612210067, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATED IN SKAGIT COUNTY, WASHINGTON.

SUBJECT TO:

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 AUDITORS FILE NO. 9203270092, 9303110069, 9308060022 AND 9309210028.

AFFECTS: SAID PLAT AND OTHER PROPERTY

3. RESTRICTION CONTAINED IN INSTRUMENT RECORDED DECEMBER 14, 1912 UNDER AUDITORS 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

AUDITORS NO(S): 599210, RECORDS OF SKAGIT COUNTY, WASHINGTON

IN FAVOR OF: PUGET SOUND POWER AND 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

AUDITORS NO(S): 8009230001, RECORDS OF SKAGIT COUNTY, WASHINGTON

IN FAVOR OF: PUGET SOUND POWER AND 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

AUDITORS 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

AUDITORS NO. 200108220046, RECORDS OF SKAGIT COUNTY, WASHINGTON

AFFECTS: SAID PLAT AND OTHER PROPERTY

AMENDED BY INSTRUMENT(S):

RECORDED: JULY 1, 2005

AUDITORS 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

AUDITORS 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

AUDITORS NO. 200107270077, RECORDS OF SKAGIT COUNTY, WASHINGTON

AFFECTS: SAID PLAT AND OTHER PROPERTY

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

AUDITORS 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 AUDITORS FILE NO. 200205230079.

AFFECTS: SAID PLAT AND OTHER PROPERTY

AMENDED BY INSTRUMENT(S):

RECORDED: JUNE 3, 2002

AUDITORS NO(S): 200206030153, RECORDS OF SKAGIT COUNTY, WASHINGTON

12. EASEMENT, INCLUDING THE TERMS AND CONDITIONS THEREOF, GRANTED BY
INSTRUMENT(S);

RECORDED: MARCH 1, 2005

AUDITORS NO(S): 200503010068, RECORDS OF SKAGIT COUNTY, WASHINGTON

IN FAVOR OF: PUGET SOUND POWER AND 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

AUDITORS FILE NO.: 200506080122, RECORDS OF SKAGIT COUNTY, WASHINGTON

14. TERMS AND CONDITIONS OF THE MASTER PLAN;

RECORDED: JULY 1, 2005

AUDITORS 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

AUDITORS 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

AUDITORS 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

AUDITORS 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

AUDITORS 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

AUDITORS NO(S): 200511020084; 200604060049, 200605250083; 200605260150;

200608250117; 200612210068; 200806040066; 200810160044; 200902050087, 201510210021,

201510210022, 201510260101, 201510260102 AND 201512160015 RECORDS OF SKAGIT COUNTY,
WASHINGTON

18. SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
SKAGIT HIGHLANDS RESIDENTIAL PROPERTY, SKAGIT HIGHLANDS WEST NEIGHBORHOOD;

RECORDED: AUGUST 17, 2005

AUDITORS 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

AUDITORS 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:

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A. BASIS OF BEARINGS FOR THIS SURVEY IS N 88 DEGREES 29 MINUTES 24 SECONDS W (NAD 1983/1991) ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 15, TWO. 34 NORTH, RGE. 4 EAST, W.V., 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 INCH BY 24 INCH 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.

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 TRACE.

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 NGPAS. 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 WANDH 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 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 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.

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 SLEEVES.
- 3.) IRRIGATION MAINLINE SLEEVES SHALL BE NO MORE THAN 24 INCHES NOR LESS THAN 18 INCHES FROM TOP OF FINISH GRADE.
- 4.) ANY CHANGES AND/OR ADJUSTMENTS IN SLEEVES, ONCE INSTALLED, SHALL BE DONE AT THE EXPENSE OF THE GENERAL CONTRACTOR.
- 5.) INSTALLATION OF 110 VOLT ELECTRICAL SERVICES FROM ELECTRICAL SOURCE TO AUTOMATIC CONTROLLER, INCLUDING WIRE HOOK-UP INTO MOUNTED CONTROLLER (IRRIGATION CONTRACTOR WILL MOUNT CONTROLLER PER DESIGN AND COORDINATE WITH GENERAL CONTRACTOR).
- 6.) PROVIDE EXEMPT WATER METER.
- 7.) PROVIDE GALVANIZED STANDARD THREADED STUB-OUT WITH THREADED CAP ON DISCHARGE SIDE OF METER. STUB-OUT TO BE INSTALLED APPROXIMATELY 18 INCHES BELOW FINISHED GRADE.
- 8.) REMOVE ALL ASPHALT EXTENDING GREATER THAN 4 INCHES BEYOND BACK OF EXTRUDED CURBING, TO ALLOW FOR IRRIGATION HEAD PLACEMENT.

B. ALL WORK PER LOCAL CODE. INSTALLED PER MANUFACTURERS 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 INCH AND PROJECT 15 INCH 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 1/2 IRON 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 OPERATORS 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.

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 INCH FROM CENTER OF PLANT TO CURB, SIDEWALK, ETC. MINIMUM PLANTING DISTANCE SHALL BE 24 INCH 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 1110TH OF ONE FOOT AS PROVIDED BY OTHERS.

H. NEW BED AREAS AS SHOWN ON THE PLANS, SHALL RECEIVE A MINIMUM OF 2 INCH DEPTH 3-WAY TOPSOIL AND ROTOTILL TO A MINIMUM DEPTH OF 6 INCH. THEN ADD AN ADDITIONAL 4 INCH DEPTH OF 3-WAY TOPSOIL TO ALL NEW BED AREAS AND 2 INCH IN LAWN AREAS.

I. ALL BEDS TO RECEIVE A MINIMUM OF 3 INCH 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.

K. ALL PLANT MATERIAL SHALL CONFORM TO AAS 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 OR ALL PLANT MATERIAL

25. EASEMENT, INCLUDING THE TERMS AND CONDITIONS THEREOF, GRANTED BY INSTRUMENT(S);

RECORDED: MARCH 19, 2007

AUDITORS NO(S): 200703190207, RECORDS OF SKAGIT COUNTY, WASHINGTON

IN FAVOR OF: PUGET SOUND POWER AND 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

26. EASEMENT, INCLUDING THE TERMS AND CONDITIONS THEREOF, DISCLOSED BY INSTRUMENT(S);

RECORDED: MARCH 29, 2007

AUDITORS 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.

P.I.D#: P125472



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