When recorded return to: Vincent D Angot 5364 Razor Peak Drive Mount Vernon, WA 98273 201810150137

10/15/2018 03:33 PM Pages: 1 of 12 Fees: \$110.00 Skagit County Auditor

Filed for record at the request of:



425 Commercial St Mount Vernon, WA 98273

Escrow No.: 620035513

CHICAGO TITLE

# STATUTORY WARRANTY DEED

THE GRANTOR(S) Bhupinder Singh Grewal and Sukhvinder Kaur Grewal, 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 Vincent D Angot, a single man

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

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

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

Lot(s): 260 SKAGIT HIGHLANDS DIVISION V PHASE I,

Tax Parcel Number(s): P125472 / 4915-000-260-0000

Subject to:

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

SKAGIT COUNTY WASHINGTON REALE Amount Paid \$ git Co. Treasurer Deputy

Statutory Warranty Deed (LPB 10-05) WA0000816.doc / Updated: 10.12.17

Page 1

#### 201810150137 10/15/2018 03:33 PM Page 2 of 12

### STATUTORY WARRANTY DEED

(continued)

Dated: October 9, 2018

Bkupinder Sing Greenal Bhupinder Singh Grewa

Sukhvinder Kayr GREWal Sukhvinder Kaur Grewal

Mashine State of Magit

I certify that I know or have satisfactory evidence that Bhup inder Singh Grewal and Sukhvinder Kaur Grewal \_\_\_\_\_\_is/are)the person(s) who appeared before me, and said person(s) acknowledged that (he/she/the) 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: October 10 2019

Janall Namle -QUILIN 1 Notary Public in and for the State of <u>1411151</u> Residing at: <u>Artington</u> My appointment expires:

JANA K QUINN **Notary Public** State of Washington **My Commission Expires** June 29, 2019

Statutory Warranty Deed (LPB 10-05) WA0000816.doc / Updated: 10.12.17

Page 2

Legal Description

### For APN/Parcel ID(s): P125472 / 4915-000-260-0000

Lot 260, PLAT OF SKAGIT HIGHLANDS DIVISON V (PHASE 1), according to the plat thereof recorded on December 21, 2006 under Auditor's File No. 200612210067, records of Skagit County, Washington.

Situated in Skagit County, Washington

Statutory Warranty Deed (LPB 10-05) WA0000816.doc / Updated: 10.12.17

Page 3

### EXHIBIT "B" 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

- Terms and conditions contained in City of Mt. Vernon Ordinance Nos. 2483, 2532, 2546 and 2. 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. Said Plat and other property Affects:
- Restriction contained in instrument recorded December 14, 1912 under Auditor's File No. 3. 94380, as follows:

That no saloon shall ever be located or established upon the lands herein described. Said Plat and other property Affects:

Easement, including the terms and conditions thereof, granted by instrument(s); 4. September 27, 1960 Recorded: 599210, records of Skagit County, Washington Auditor's No(s).: Puget Sound Power & Light Company, a Massachusetts corporation In favor of: For: Electric transmission and/or distribution line, together with necessary appurtenances Said Plat and other property Affects:

Easement, including the terms and conditions thereof, granted by instrument(s); 5. September 23, 1980 Recorded: 8009230001, records of Skagit County, Washington Auditor's No(s).: Puget Sound Power & Light Company, a Washington corporation In favor of: Electric transmission and/or distribution line, together with necessary For: appurtenances A portion of Lot 7, not specifically located on record Affects:

Easement, including the terms and conditions thereof, disclosed by instrument(s); 6. Recorded: June 8, 1988 Auditor's No(s).: 8806080008, records of Skagit County, Washington Construct, maintain and operation of drainage facilities For: Said Plat and other property Affects:

Statutory Warranty Deed (LPB 10-05) WA0000816.doc / Updated: 10.12.17

Page 4

Exceptions (continued)

, 7.	Developer Extension By:	n Agreement, including the terms and con M.V.A, Inc., a corporation	ditions thereof; entered into;		
	And Between:	The City of Mt. Vernon			
	Recorded:	August 22, 2001			
	Auditor's No.	200108220046, records of Skagit County	r, Washington		
	Affects:	Said plat and other property			
	AMENDED by instrument(s):				
	Recorded:	July 1, 2005	Weshington		
	Auditor's No(s).:	200507010181, records of Skagit County			
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	· Mashington		
	Auditor's No. Affects:	200107270065, records of Skagit County Said plat and other property	, washington		
	Anecis.	Said plat and other property			
9.	Mitigation Agreemen	nt, including the terms and conditions ther	eof; entered into;		
	By:	Sedro-Woolley School District No. 101			
	And Between:	MVA, Inc.			
	Recorded: Auditor's No.	July 27, 2001 200107270077, records of Skagit County	/ Washington		
	Affects:	Said plat and other property	,, ,, ,, ,, ,, ,, ,, ,, ,, ,, ,, ,, ,,		
10.	Development Agree	ment, 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	/ Washington		
	Auditor's No. Providing:	200106210002, records of Skagit County Said plat and other property	y, washington		
	Fronung.	Sald plat and other property			
11. <sup>·</sup>	Shoreline Substantial Development Permit No. PL01-0560 and the terms and conditions		nd 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 Count	y, Washington		
	Warranty Deed (LPB 10-05) 16.doc / Updated: 10.12.17	Page 5	WA-CT-FNRV-02150.620019-620035513		

		201810150137 10/15/2018 03:33 PM Page 6 of		
	· .	EXHIBIT "B"		
		Exceptions (continued)		
12.	Easement, includin Recorded: Auditor's No(s).: In favor of: For: appurtenances Affects:	g the terms and conditions thereof, granted by instrument(s); March 1, 2005 200503010068, records of Skagit County, Washington Puget Sound Power & Light Company, a Washington corporation Electric transmission and/or distribution line, together with necessary Said plat and other property		
13.	Matters disclosed b Filed: Auditor's File No.:	by Record of Survey; June 8, 2005 200506080122, records of Skagit County, Washington		
14.	Terms and condition Recorded: Auditor's File No.: Affects:	ons of the Master Plan; July 1, 2005 200507010182, records of Skagit County, Washington Said plat and other property		
15.	Agreement, includi By: And Between: Recorded: Auditor's No. Providing:	ng the terms and conditions thereof; entered into; Public Utility District No. 1 of Skagit County Skagit Highlands, LLC, or its successor or assigns October 7, 2005 200510070093, records of Skagit County, Washington Water Service Contract		
16.	Declaration of Ease Recorded: Auditor's File No.: Executed by:	ements and Covenant to Share Costs for Skagit Highlands; August 17, 2005 200508170113, records of Skagit County, Washington Skagit Highlands, LLC, a Washington limited liability company		
	AMENDED by insti Recorded: Auditor's No(s).: Washington	rument(s): July 25, 2006; June 4, 2008; October 16, 2008 200607250099; 200806040066; 200810160044, records of Skagit County,		
17.	any covenant or re familial status, mar	ons, and restrictions contained in declaration(s) of restriction, but omitting strictions, if any, based upon race, color, religion, sex, sexual orientation, rital status, disability, handicap, national origin, ancestry, or source of h in applicable state or federal laws, except to the extent that said covenant mitted by law; August 17, 2005 200508170114, records of Skagit County, Washington		

Statutory Warranty Deed (LPB 10-05) WA0000816.doc / Updated: 10.12.17

Page 6

# Exceptions (continued)

	Executed By:	Skagit Highlands, LLC, a Washington limited liability company
	Auditor's No(s).: 200608250117; 200 201510210021, 201	ument(s): November 2, 2005; April 6, 2006, May 23, 2006; May 26, 2006; August 7 006; February 5, 2009 and August 10, 2017 200511020084; 200604060049, 200605250083; 200605260150; 0612210068; 200806040066; 200810160044; 200902050087, 510210022, 201510260101, 201510260102, 201512160015, and ords of Skagit County, Washington
18.	Residential Property Recorded:	aration of Covenants, Conditions and Restrictions for Skagit Highlands y, Skagit Highlands West Neighborhood; August 17, 2005 200508170115, records of Skagit County, Washington Skagit Highlands, LLC, a Washington limited liability company'
19.	Easement, including Recorded: Auditor's No(s).: For: and storm Affects:	g the terms and conditions thereof, disclosed by instrument(s); September 20, 2006 200609200081, records of Skagit County, Washington Construct, maintain, replace, reconstruct and remove sanitary sewage drainage facilities A strip across said premises

20. Notes on the face of said plat as follows:

A. Basis of bearings for this survey is N88°29'24"W (NAD 1983/1991) along the South line of the Southeast quarter of Section 15, Twp. 34 North, Rge. 4 East, W.M., as shown on City of Mount Vernon Boundary Line Adjustment recorded under recording no. 200308180300, and as amended by document recorded under recording no. 200506080122. See said surveys for additional subdivisional information.

B. This survey was accomplished using global positioning system (GPS) using Trimble 5700 and R8 receivers, and by field traverse method, using Leica Electronic Total Stations. Survey accuracy meets or exceeds the requirements of WAC 332-130-090.

C. 5/8" x 24" rebar with cap imprinted with "WHP LS No. 21599" will be set at all lot corners, except as shown on sheets 5 (Lot 218) and 8 (Lots 173/174 and 186/187). All front corners will also be marked by lead and tack in concrete curb on the property line extended.

D. Owner/Developer:

The Quadrant Corporation 14725 SE 36th St. Suite 200, P.O. Box 130 Bellevue, WA 98009 (425) 455-2900

Statutory Warranty Deed (LPB 10-05) WA0000816.doc / Updated: 10.12.17

Page 7

Exceptions (continued)

E. Utility Purveyors: Sanitary sewer	City of Mount Vernon	Telephone	Verizon Northwest
Storm drain Corporation	City of Mount Vernon	Television	Comcast
Water	P.U.D. No. 1 of Skagit Co.	Power	Puget Sound Energy
Garbage collection Gas	City of Mount Vernon	Gas	Cascade Natural

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.

#### 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

Statutory Warranty Deed (LPB 10-05) WA0000816.doc / Updated: 10.12.17

Page 8

WA-CT-FNRV-02150.620019-620035513

Exceptions (continued)

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 Protectin 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 tress 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.

Statutory Warranty Deed (LPB 10-05) WA0000816.doc / Updated: 10.12.17

Page 9

WA-CT-FNRV-02150.620019-620035513

V;

# Exceptions (continued)

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 from top of finish grade. than 18 inches 4.) Any changes and/or adjustments in sleeves, once installed, shall be expense of the general contractor. done at the 5.) Installation of 110 volt electrical services from electrical source to controller, including wire hook-up into mounted controller automatic controller per design and coordinate with general (irrigation contractor will mount contractor). 6.) Provide exempt water meter. 7.) Provide galvanized standard threaded stub-out with threaded cap on of meter. Stub-out to be installed approximately 18 inches below discharge side finished grade. 8.) Remove all asphalt extending greater than 4 inches beyond back of to allow for irrigation head placement. extruded curbing,

### 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.

Statutory Warranty Deed (LPB 10-05) WA0000816.doc / Updated: 10.12.17

Page 10

Exceptions (continued)

E. Ground covers shall be planted in an equilateral triangular spacing pattern at the on-center distances shown on the plan or in the plant schedule. Where ground cover abuts curbing, sidewalks, signs or poles, minimum planting distances shall be 12" from center of plant to curb, sidewalk, etc. Minimum planting distance shall be 24" from center of trees.

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

on the drawings.

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

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

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

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

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

1.) General: All plant materials furnished shall be healthy representatives,<br/>species of variety and shall have a normal habit of growth. They shall<br/>be full,<br/>vigorous, well-developed root system. All<br/>conditions similar to those in the locality of the<br/>project.1.) General: All plant materials furnished shall be healthy representatives,<br/>well-branched, well proportioned, and have a<br/>plants shall be hardy under climatic<br/>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. 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 species (425) 885-2319.

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

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

Statutory Warranty Deed (LPB 10-05) WA0000816.doc / Updated: 10.12.17

size or

Page 11

Exceptions (continued)

Electric transmission and/or distribution line, together with necessary For: appurtenances A strip of land 10 feet in width with 5 feet on each side of the centerline of Affects: facilities as now constructed, to be constructed, extended or grantee's above described parcel. This easement relocated lying within the description may be superseded at a later date with a surveyed description provided at no cost to Grantee Easement, including the terms and conditions thereof, disclosed by instrument(s); 26. March 29, 2007 Recorded: Auditor's No(s) .: 200703290063, records of Skagit County, Washington Waterline For: Affects: Tract AU1 Easement contained in Dedication of said plat; 27. All necessary slopes for cuts and fills and continued drainage of roads For: Any portions of said premises which abut upon streets, avenues, alleys, Affects: and roads and where water might take a natural course 28. Easement delineated on the face of said plat; Utilities and drainage For: Portion of said premises Affects: City, county or local improvement district assessments, if any. 29. Local Improvement assessments, if any, levied by City of Mt. Vernon. 30. Dues, charges, and assessments, if any, levied by Skagit Highland Homeowners Association. 31.

Statutory Warranty Deed (LPB 10-05) WA0000816.doc / Updated: 10.12.17

Page 12

WA-CT-FNRV-02150.620019-620035513

25