UNOFFICIAL DOCUMENT

201804040083
Skagit County Auditor
4/4/2018 Page 1 of 14 3:19PM $87.00

When recorded return to:

Mr. and Mrs. Daaron Tyler Horning
5369 Timberridge Drive
Mount Vernon, WA 98273

Filed for Record at Request of
Curtis, Casteel and Palmer Law Group, PLLC
Escrow Number: C1800136JB

Land Title
166523

Statutory Warranty Deed

THE GRANTORS Corey P. Carlucci and Stephanie A. Carlucci, husband and wife for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to Ellene Roane Horning and Daaron Tyler Horning, wife and husband

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

Abbreviated Legal:
Lot 247, Skagit Highlands Div. V, (Phase 1)

Tax Parcel Number(s): **4915-000-247-0000 / P125459**

Lot 247, "PLAT OF SKAGIT HIGHLANDS DIVISION V (PHASE 1)," as per plat recorded on December 21, 2006, under Auditor's File No. 200612210067, records of Skagit County, Washington.
Situate in the City of Mount Vernon, County of Skagit, State of Washington.

Subject to: Covenants, conditions and restrictions of record, as attached hereto and made a part hereof by Exhibit "A"

Dated March 26, 2018

Corey P. Carlucci

Stephanie A. Carlucci

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
20181346
APR 04 2018
Amount Paid $4900.00
Skagit Co. Treasurer
By Deputy

STATE OF Washington }
COUNTY OF Snohomish } SS:

I certify that I know or have satisfactory evidence that **Corey P. Carlucci and Stephanie A. Carlucci**

are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledge it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 3-27-18

JANAE T MASON
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES 1-19-21

Notary Public in and for the State of WA
Residing at Marysville
My appointment expires: 1-19-21

SKAGIT COUNTY
RIGHT-TO-MANAGE
NATURAL RESOURCE LANDS DISCLOSURE

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Northwest Multiple Listing Service
ALL RIGHTS RESERVED

The following is part of the Purchase and Sale Agreement dated **February 24, 2018**

between **Daaron Herning** (Buyer), **Ellene R. Horning** (Buyer) ("Buyer")

and **Corey Carlucci** (Seller), **Stephanie Carlucci** (Seller) ("Seller")

concerning **5369 Timber Ridge Drive** (Address), **Mount Vernon** (City), **WA** (State), **98273** (Zip) (the "Property")

Buyer is aware that the Property may be subject to the Skagit County Right-to-Manage Natural Resource Lands Disclosure, Skagit County Code section 14.38, which states:

> This disclosure applies to parcels designated or within 1 mile of designated agricultural - land or designated or within 1/4 mile of rural resource, forest or mineral resource lands of long-term commercial significance in Skagit County. A variety of Natural Resource Land commercial activities occur or may occur in the area that may not be compatible with non-resource uses and may be inconvenient or cause discomfort to area residents. This may arise from the use of chemicals; or from spraying, pruning, harvesting or mineral extraction with associated activities, which occasionally generates traffic, dust, smoke, noise, and odor. Skagit County has established natural resource management operations as a priority use on designated Natural Resource Lands, and area residents should be prepared to accept such incompatibilities, inconveniences or discomfort from normal, necessary Natural Resource Land operations when performed in compliance with Best Management Practices and local, State, and Federal law.
>
> In the case of mineral lands, application might be made for mining-related activities including extraction, washing, crushing, stockpiling, blasting, transporting and recycling of minerals. If you are adjacent to designated NR Lands, you will have setback requirements from designated NR Lands.

Seller and Buyer authorize and direct the Closing Agent to record this Disclosure with the County Auditor's office in conjunction with the deed conveying the Property.

Authentisign *Daaron Horning* Buyer 6:24:55 PM PST	02/24/2018 Date	Authentisign Seller 2018 4:47:45 PM PST	02/25/2018 Date
Authentisign *Ellene R. Horning* Buyer 6:45:52 PM PST	02/24/2018 Date	Authentisign *Stephanie Carlucci* Seller 2018 4:52:11 PM PST	02/25/2018 Date

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EXHIBIT "A"

Municipal assessments and impact fees, if any, levied by the City of Mount Vernon.

Assessments, if any, due and owing Skagit Highlands Homeowners Association.

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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 of Deeds, page 532.
(Affects Lots 4, ptn 5, 6 through 8, ptn 9 and 10)

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

Restriction contained in instrument recorded December 14, 1912, under Auditor's File No. 94380, as follows:

"...that no saloon shall ever be located or established upon the lands herein described..."
(Affects said plat and other property)

EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Grantee:	Puget Sound Power & Light Company, a Massachusetts corporation
Purpose:	The right to construct, reconstruct, improve, repair, maintain and operate one electric transmission and/or distribution line___ consisting of poles or towers with necessary braces, guys and anchors, cross-arms, insulators, transmission, distribution and signal wires, transformers and other necessary or convenient facilities and equipment.
Area Affected:	As surveyed, staked and agreed upon by both parties over Parcels "A" and "B"
Dated:	September 19, 1960
Recorded:	September 27, 1960
Auditor's No.:	599210

(Affects said plat and other property)

EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Grantee:	Puget Sound Power & Light Company, a Washington corporation
Purpose:	For an electric line right of way together with the right to construct, maintain, replace and enlarge one or more electric lines consisting of poles, anchors, wires and/or underground cables, conduits and manholes, together with all necessary appurtenances therefore
Area Affected:	A portion of Lot 7, not specifically located on record
Dated:	September 11, 1980
Recorded:	September 23, 1980
Auditor's No.:	8009230001

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EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Grantee:	The State of Washington
Purpose:	Construct, maintenance and operation of drainage facilities
Area Affected:	See record for exact location
Dated:	April 29, 1988
Recorded:	June 8, 1988
Auditor's No.:	8806080008

(Affects said plat and other property)

DEVELOPER EXTENSION AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

Between:	M.V.A., Inc., a corporation
And:	The City of Mount Vernon
Dated:	June 27, 2001
Recorded:	August 22, 2001
Auditor's No.:	200108220046

(Affects said plat and other property)

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

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

Between:	Georgia Schopf, as her separate estate
And:	MVA, Inc., a Washington corporation
Dated:	July 20, 2001
Recorded:	July 27, 2001
Auditor's No.:	200107270065

(Affects said plat and other property)

MITIGATION AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

Between:	Sedro-Woolley School District No. 101
And:	MVA, Inc.
Dated:	July 5, 2001
Recorded:	July 27, 2001
Auditor's No.:	200107270077

(Affects said plat and other property)

DEVELOPMENT AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

Between:	The City of Mount Vernon
And:	MVA, Inc., a Washington corporation
Recorded:	June 21, 2001
Auditor's No.:	200106210002

(Affects said plat and other property)

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Shoreline Substantial Development Permit No. PL01-0560 and the terms and conditions thereof, as recorded May 23, 2002, under Auditor's File No. 200205230079 and as amended by instrument recorded June 3, 2002, under Auditor's File No. 200206030153.
(Affects said plat and other property)

EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Grantee:	Puget Sound Power & Light Company, a Washington corporation
Purpose:	The right to construct, operate, maintain, repair, replace and enlarge an underground electric transmission and/or distribution system
Area Affected:	Said plat and other property
Dated:	February 11, 2005
Recorded:	March 1, 2005
Auditor's No.:	200503010068

MATTERS DISCLOSED BY RECORD OF SURVEY:

Filed:	June 8, 2005
Volume/Page:	N/A
Auditor's No.:	200506080122

TERMS AND CONDITIONS OF THE MASTER PLAN:

Recorded:	July 1, 2005
Auditor's No.:	200507010182

(Affects said plat and other property)

WATER SERVICE CONTRACT AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

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

(Copy attached)

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

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

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AMENDED BY INSTRUMENTS:

Recorded:	April 6, 2006, May 25, 2006, May 26, 2006 and July 25, 2006 June 4, 2008, October 16, 2008 and February 2, 2009
Auditor's No.:	200604060049, 200605250083, 200605260150, 200607250099, 200806040066, 200810160044 and 200902050087 respectively

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

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

PARTIAL ASSIGNMENTS OF DECLARANT'S RIGHTS:

Recorded:	November 2, 2005, May 23, 2006, May 26, 2006, August 7, 2006 and August 10, 2006
Auditor's No.:	200511020084, 200605230087, 200605260149, 200608070191 and 200608100126, respectively

AMENDED BY INSTRUMENTS:

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

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

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

EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Grantee:	City of Mount Vernon, a Municipal Corporation
Purpose:	To construct, maintain, replace, reconstruct, and remove sanitary sewage and storm drainage facilities
Area Affected:	A strip across said premises
Dated:	June 30, 2006
Recorded:	September 20, 2006
Auditor's No.:	200609200081

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NOTES ON THE FACE OF SAID PLAT AS FOLLOWS:

1. 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.

2. 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.

3. 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.

4. Owner/Developer:

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

5. Utility Surveyors:

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

6. Zoning Designation: R-1, 13.5 Skagit Highlands P.U.D.

7. 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

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8. 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.

9. 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.

10. 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.

11. 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.

12. Tracts OS-1 and OS-2 are open space tracts and are hereby granted and conveyed to the Skagit Highlands Homeowners Association. The homeowners association shall be responsible for the maintenance of said open space tracts. Said open space tracts are designated as native growth protection areas, subject to existing trails. See note on this sheet regarding NGPA's. A public pedestrian easement is hereby granted over the trails located within these tracts.

A private drainage easement for the purpose of conveying local storm water runoff is hereby granted on these tracts in favor of all abutting lot owners. The maintenance of private drainage systems shall be the responsibility of the lot owners of the benefitting 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.

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

14. 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.	

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

EASEMENT PROVISIONS ON THE FACE OF SAID PLAT:

1. 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.

2. 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.

3. 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.

4. 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 benefitting 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.

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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.

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 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.

IRRIGATION NOTES ON THE FACE OF SAID PLAT AS FOLLOWS:

1. General contractor to provide:

    a.) Notification for the installation of sleeving. Notice to irrigation contractor shall be a minimum of 48 hours prior to installation.

    b.) All necessary field layouts to verify exact location of all required sleeves.

    c.) Irrigation mainline sleeves shall be no more than 24 inches nor less than 18 inches from top of finish grade.

    d.) Any changes and/or adjustments in sleeves, once installed, shall be done at the expense of the general contractor.

    e.) 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).

    f.) Provide exempt water meter.

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g.) 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.

h.) Remove all asphalt extending greater than 4 inches beyond back of extruded curbing, to allow for irrigation head placement.

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

3. 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.

4. 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.

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

6. 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.

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

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

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

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

PLANTING NOTES ON THE FACE OF SAID PLAT AS FOLLOWS:

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

2. Contractor shall use caution while excavating to avoid disturbing any utilities encountered. Contractor is to promptly advise owner of any disturbed utilities. (Location service phone: 1-800-424-5555.)

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

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4. Contractor shall be responsible for computing specific quantities of groundcovers and plant materials utilizing on-center spacing for plants as stated on the landscape plan and minimum planting distances as specified below in these notes.

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

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

7. Subgrade is to be within $1/10^{th}$ of one foot as provided by others.

8. 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.

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

10. 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.

11. All plant material shall conform to AAN standards for nursery stock, latest edition. Any replacements made at <u>one</u>.

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

b.) Trees, shrubs, and groundcovers: Quantities species, and varieties, sizes and conditions as shown on the planting plan. Plants to be healthy, vigorous, well foliated when in leaf. Free of disease, injury, insects, decay, harmful defects, all weeds. No <u>substitutions</u> shall be made without written approval from landscape architect or owner. Landscape architect to approve all <u>plant</u> material prior to installation. Rejected material must be removed immediately.

c.) <u>Notify landscape architect immediately if any plants are not available in size or species (425) 885-2319</u>.

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

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EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Grantee:	Puget Sound Energy, Inc., a Washington Corporation
Purpose:	The right to construct, operate, maintain, repair, replace and enlarge an underground electric transmission and/or distribution system
Area Affected:	A strip of land ten (10) feet in width with five (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
Recorded:	March 19, 2007
Auditor's No.:	200703190207

EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Grantee:	Public Utility District No. 1 of Skagit County, Washington, a Municipal Corporation
Purpose:	Waterline
Area Affected:	Tract AU1
Dated:	March 21, 2007
Recorded:	March 29, 2007
Auditor's No.:	200703290063

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 street, avenues, alleys, and roads and where water might take a natural course

EASEMENT AND TERMS AND CONDITIONS THEREOF:

Disclosed By:	Said plat
Purpose:	Utilities and drainage
Area Affected:	Portion of said premises

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