

 <b>First American Title™</b>	<b>ALTA Commitment for Title Insurance</b>
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Commitment</b>	

**COMMITMENT FOR TITLE INSURANCE**

Issued By

**FIRST AMERICAN TITLE INSURANCE COMPANY**

**NOTICE**

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, **First American Title Insurance Company**, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

**First American Title Insurance Company**



Kenneth D. DeGiorgio, President



Lisa W. Cornehl, Secretary

If this jacket was created electronically, it constitutes an original document.

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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

### 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.

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- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**9. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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**First American Title™**

# ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

## Schedule A

**Transaction Identification Data for reference only:**

Issuing Agent: Guardian Northwest Title & Escrow Company  
ALTA® Universal ID: 1084940  
Commitment No.: 23-19181-TO  
Property Address: 1501 Continental Place, Mount Vernon, WA 98273

Issuing Office: 1301 Riverside Drive, Ste B, Mount Vernon, WA 98273  
Loan ID No.:  
Reference No.:  
Issuing Office File No.: 23-19181-TO

Revision No.:

### SCHEDULE A

1. Commitment Date: 08/24/2023 at 8:00 AM

2. Policy to be issued:

Rate Type: Basic	AMOUNT	PREMIUM	TAX	TOTAL
a. ALTA Owner's Policy (6-17-06)	\$10,000.00	\$	\$	\$

PROPOSED INSURED: **To Come**

3. The estate or interest in the Land described or referred to in this Commitment is fee simple

4. Title to the fee simple estate or interest in the Land is at the Commitment Date vested in: BRIGHTON SQUARE, LLC, a Washington Limited Liability Company

5. The Land is described as follows:  
Property description set forth in Exhibit A attached hereto and made a part hereof.

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**FIRST AMERICAN TITLE INSURANCE COMPANY**

By: Brandon Hickok  
Authorized Signatory  
Brandon Hickok

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## ALTA Commitment for Title Insurance

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**First American Title Insurance Company**

# Schedule BI

Commitment No.: 23-19181-TO

### SCHEDULE B, PART I

#### Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Effective January 1, 1997, and pursuant to amendment of Washington State Statutes relating to standardization of recorded documents, the following format and content requirements must be met. Failure to comply may result in rejection of the document by the recorder.  
FORMAT: Margins to be 3" on top, 1" on sides and bottom for first page of documents;  
Margins to be 1" on top, sides and bottom of any subsequent pages;  
Font size of 8 point or larger;  
Paper size of not larger than 8 1/2 by 14";  
No attachments on pages such as staples or taped Notary Seals;  
Pressure seals must be smudged.

PLEASE SEND ALL RECORDING PACKAGES VIA TRACKABLE SYSTEM TO:

Guardian Northwest Title & Escrow Company  
(Skagit County Recording desk)  
1301B Riverside Drive  
PO Box 1667  
Mount Vernon, WA 98273

6. The description can be abbreviated as suggested below if necessary to meet standardization requirements. The full text of the description must appear in the document(s) to be insured.

Lot 5 & Ptn Lot 4, BSP MV-02-0001, Section 17, Township 34 North, Range 4 East - Ptn. SW

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## ALTA Commitment for Title Insurance

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**First American Title Insurance Company**

# Schedule B I

Commitment No.: 23-19181-TO

### SCHEDULE B, PART I

#### Requirements (Continued)

Parcel No. P121640/8051-000-005-0000

7. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
8. Any sketch attached hereto is done so as a courtesy only and is not part of any title commitment or policy. It is furnished solely for the purpose of assisting in location of the premises and Guardian Northwest Title & Escrow expressly disclaims any liability, which may result for reliance made upon it.
9. The legal description in this commitment is based on information provided with the application and the public records as defined in the policy to issue. The parties to the forthcoming transaction must notify the title insurance company prior to closing if the description does not conform to their expectations.
10. If a new Deed of Trust is to be recorded AND the following company is to be appointed Trustee, the correct name is Guardian Northwest Title & Escrow Company,
11. The following deeds affecting the property herein described have been recorded within 36 months of the effective date of this commitment: NONE
12. You must give us the following information:
  - a. Any off record leases, surveys, etc.
  - b. Proper completion and submission of the enclosed Owner's Affidavit.
13. According to documents in our Company files for Brighton Square, LLC the forthcoming documents must be executed by David O. Beck, Jr., Member and Marilyn K. Beck, Member

This Company notes that said LLC Operating Agreement has a provision for Management by a General Manager. Upon receipt of Exhibit/Addendum/Resolution appointing said General Manager, the above will be revised to reflect such.

14. This Company will require Certification from the Managing Member of Brighton Square, LLC,, a limited liability company that the following are true statements, (a.) The Operating Agreement of said LLC supplied to Guardian Northwest Title Company is a full and true copy that is in full force and effect.(b.) The membership of said LLC is the same as that shown on its Operating Agreement supplied to Guardian Northwest Title Company, unless

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## ALTA Commitment for Title Insurance

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# Schedule BI

Commitment No.: 23-19181-TO

### SCHEDULE B, PART I

#### Requirements (Continued)

changes are attached hereto. (c.) Said Operating Agreement has not been amended, revoked or terminated leaving the authority of the Managing Member unchanged unless attached hereto. (d.) Evidence of the only changes of membership or management authority are attached to this Certification.

15. Title is to vest in a person or persons not yet revealed and when so vested will then be subject to matters disclosed by a search of the record against their names.

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## ALTA Commitment for Title Insurance

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# Schedule BII

Commitment No.: 23-19181-TO

### SCHEDULE B, PART II

#### Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
3. (A) Unpatented mining claims.  
(B) Reservations or exceptions in patents or in Acts authorizing the issuance thereof.  
(C) Water rights, claims or title to water; whether or not the matters excepted under (A), (B), or (C) are shown by the public records.  
(D) Indian Tribal Codes or Regulations, Indian Treaty or Aboriginal Rights, including easements or equitable servitudes.
4. Any service, installation, connection, maintenance, construction, tap or reimbursement charges/costs for sewer, water, garbage or electricity.
5. Any facts, rights, interest, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.  
  
(Said Exception will not be included on Extended Coverage Policies)
6. Easements, claims of easement or encumbrances which are not shown by the public records.  
  
(Said Exception will not be included on Extended Coverage Policies)
7. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.

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(Said Exception will not be included on Extended Coverage Policies)

8. Any lien, or right to a lien, for services, labor or materials or medical assistance heretofore or hereafter furnished, imposed by law and not shown by the public records.

(Said Exception will not be included on Extended Coverage Policies)

9. Any and all offers of dedications, conditions, restrictions, easements, fence line/boundary discrepancies and encroachments, notes, provisions and/or any other matters as disclosed and/or delineated on the face of the following plat/short plat/survey named Short Plat No. MV-4-84 recorded 04/20/1984 as Auditor's File No. 8404200015.
10. Agreement, affecting subject property, regarding defer improvements for LID formation support and the terms and provisions thereof between Ellie Leigh and City of Mount Vernon, recorded 04/26/1984 as Auditor's File No. 8404260019.
11. Easement affecting a portion of subject property for utility lines and related facilities and provisions therein, granted to Puget Sound Energy and/or its predecessors, recorded 02/12/2001, as Auditor's File No. 200102120127.
12. Any and all offers of dedications, conditions, restrictions, easements, fence line/boundary discrepancies and encroachments, notes, provisions and/or any other matters as disclosed and/or delineated on the face of the following plat/short plat/survey named Binding Site Plan No. BSP-MV\_02-001 recorded 05/26/2004 as Auditor's File No. 200405260057.
13. Provisions and matters regarding Boundary Line Adjustment set forth on document recorded 10/28/2005 as Auditor's File No. 200510280109.
14. Municipal assessments, if any, levied by the City of Mount Vernon. This Company suggests that inquiry be made to the City of Mount Vernon for current assessment status.

As a courtesy we believe the following email address for this City is:

Mount Vernon mvutilities@mountvernonwa.gov

15. Payment of the real estate excise tax, if required.

CAUTION: Effective since 1/1/2020 Washington has invoked a graduated excise tax rate for sales on most properties, although a flat rate applies to properties formally classified and specially valued as timberland or agricultural land on the day of closing.

The rate of real estate excise tax to a sale on or after 1/1/2020 for properties which are not formally classified and specially valued as timberland or agricultural land is:

State portion: 1.10% on any portion of the sales price of \$500,000 or less;  
1.28% on any portion of the sales price above \$500,000, up to \$1,500,000;  
2.75% on any portion of the sales price above \$1,500,000, up to \$3,000,000;  
3.00% on any portion of the sales price above \$3,000,000;

Local portion: 0.50% on the entire sales price.

An additional \$5.00 State Technology Fee must be included in all excise tax payments.

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If the transaction is exempt, an additional \$5.00 Affidavit Processing Fee is required.

Any conveyance document must be accompanied by the official Washington State Excise Tax Affidavit. The applicable excise tax must be paid and the affidavit approved at the time of the recording of the conveyance documents. (NOTE: Real Estate Excise Tax Affidavits must be printed as legal size forms).

16. General Taxes:

Year: 2023

Amount Billed: \$4,578.79

Amount Paid: \$2,289.45

Amount Due: \$2,289.34

Tax Account No.: P121640/8051-000-005-0000

Said taxes will not become delinquent if paid on or before October 31st

17. Unrecorded leaseholds, if any, rights of vendors and chattel mortgagees of personal property, and rights of tenants to remove trade fixtures at the expiration of term.

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## ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

## Informational Notes

Commitment No.: 23-19181-TO

### INFORMATIONAL NOTES

1. Local Contact information:

Brandon Hickok  
Guardian NW Title & Escrow  
1301B Riverside Drive  
PO Box 1667  
Mount Vernon, WA 98273  
PH 360-424-0115  
brandon.hickok@gnwttitle.com

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## ALTA Commitment for Title Insurance

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**First American Title Insurance Company**

# Exhibit A

Commitment No.: 23-19181-TO

The Land referred to herein below is situated in the County of Skagit, State of Washington, and is described as follows:

Lot 5 and the South 1/2 of Lot 4 of Binding Site Plan No. MV-BSP-02-001, approved May 11, 2004 and recorded May 26, 2004 as Skagit County Auditor's File No. 200405260057, being a portion of the Southwest 1/4 of Section 17, Township 34 North, Range 4 East, W.M.

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## Privacy Notice

**Notice Last Updated:** December 1, 2022

This Privacy Policy (“Policy”) describes how First American Financial Corporation and its subsidiaries and affiliates (collectively, “First American,” “we,” “us,” or “our”) collect, use, store, and share your information when: (1) when you access or use our websites, mobile applications, web-based applications, or other digital platforms where this Policy is posted (“Sites”); (2) when you use our products and services (“Services”); (3) when you communicate with us in any manner, including by e-mail, in-person, telephone, or other communication method (“Communications”); and (4) when we obtain your information from third parties, including service providers, business partners, and governmental departments and agencies (“Third Parties”).

This Policy applies wherever it is posted. To the extent a First American subsidiary or affiliate has different privacy practices, such entity shall have their own privacy statement posted as applicable.

**What Type Of Information Do We Collect About You?** We collect a variety of categories of information about you. To learn more about the categories of information we collect, please visit <https://www.firstam.com/privacy-policy/>.

**How Do We Collect Your Information?** We collect your information: (1) directly from you; (2) automatically when you interact with us; and (3) from third parties, including business parties and affiliates.

**How Do We Use Your Information?** We may use your information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. To learn more about how we may use your information, please visit <https://www.firstam.com/privacy-policy/>.

**How Do We Share Your Information?** We do not sell your personal information. We only share your information, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; (4) to subsidiaries and affiliates; and (5) for legal process and protection. To learn more about how we share your information, please visit <https://www.firstam.com/privacy-policy/>.

**How Do We Store and Protect Your Information?** The security of your information is important to us. That is why we take commercially reasonable steps to make sure your information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your information.

**How Long Do We Keep Your Information?** We keep your information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

**Your Choices** We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your information. You can learn more about your choices by visiting <https://www.firstam.com/privacy-policy/>.

**International Jurisdictions:** Our Products are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Products from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with this Privacy Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Products, and your agreements with us.

We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR PRODUCTS OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE.**

**Contact Us** [dataprivacy@firstam.com](mailto:dataprivacy@firstam.com) or toll free at 1-866-718-0097.



### **For California Residents**

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act and its implementing regulations (“CCPA”). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

**Right to Know.** You have a right to request that we disclose the following information to you: (1) the categories of personal information we have collected about or from you; (2) the categories of sources from which the personal information was collected; (3) the business or commercial purpose for such collection and/or disclosure; (4) the categories of third parties with whom we have shared your personal information; and (5) the specific pieces of your personal information we have collected. To submit a verified request for this information, go to our online privacy policy at [www.firstam.com/privacy-policy](http://www.firstam.com/privacy-policy) or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at [www.firstam.com/privacy-policy](http://www.firstam.com/privacy-policy) or by calling toll-free at 1-866-718-0097

**Right to Correct.** You have a right to request that we correct your personal information. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for correction, go to our online privacy policy at [www.firstam.com/privacy-policy](http://www.firstam.com/privacy-policy) or call toll-free at 1-866-718-0097.

**Right of Deletion.** You also have a right to request that we delete the personal information we have collected from and about you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, go to our online privacy policy at [www.firstam.com/privacy-policy](http://www.firstam.com/privacy-policy) or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at [www.firstam.com/privacy-policy](http://www.firstam.com/privacy-policy) or by calling toll-free at 1-866-718-0097.

**Verification Process.** For a request to know, correct or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

**Notice of Sale and Share.** We have not sold or shared the personal information of California residents in the past 12 months. To the extent any First American affiliated entity has a different practice, it will be stated in the applicable privacy policy. We do not knowingly sell or share the personal information of any California residents under the age of 16.

**Right of Non-Discrimination.** You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, First American will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

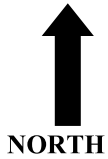
**Notice of Collection.** To learn more about the categories of personal information we have collected about California residents over the last 12 months, how we have used that information, and how we share that information, please see “California Privacy Rights Act and Disclosures” in <https://www.firstam.com/privacy-policy>.

**Notice of Disclosure.** To learn more about the categories of **personal information** we may have disclosed about California residents in the past 12 months, please see “California Privacy Rights Act and Disclosures” in <https://www.firstam.com/privacy-policy>.



# Order 23-19181

Telephone 360-424-0115 / Fax 360-424-5885



**NOTICE:** This sketch is furnished by Guardian Northwest Title and Escrow, and its underwriters as a courtesy only. This sketch is not part of any commitment for title insurance or policy of title insurance. This sketch is furnished solely for the purpose of assisting in locating the premises, it does not purport to be a survey of the premises, to show all highways, to show all roads and/or easements affecting the subject premises. No reliance should be placed upon this sketch for dimensions of the premises. No liability is assumed by Guardian Northwest Title and Escrow and/or its underwriters as to the correctness depicted herein.



**2023 Real Estate Tax Statement**

**Account Number**

Parcel ID: P121640  
Xref ID: 8051-000-005-0000

**Owner Information**

BRIGHTON SQUARE LLC  
PO BOX 1541  
MUKILTEO, WA 98275

**Site Address**

1501 CONTINENTAL PLACE  
Mount Vernon, WA

**Property Description**

(0.7100 ac) (DK17) LOT 5 AND THE SOUTH 1/2 OF LOT 4 OF BINDING SITE PLAN NO. MV-BSP-02-001, APPROVED MAY 11, 2004, RECORDED MAY 26, 2004 UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 200405260057, BEING A PORTION OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECT - Abbreviated Legal Description, click the Assessment Details link above for viewing the full LEGAL DESCRIPTION

**2023 First Installment DUE by APRIL 30: PAID: \$2,289.45**

**2023 Second Installment DUE by OCTOBER 31: \$2,289.34**

2023 Property Tax, Assessments, and Fees			2023 Summary	
Tax District	Rate	Amount	Levy Code:	0930
CONSERVATION FUTURES FUND	0.0333	\$12.97	<b>Levy Rate:</b>	10.3501
MOUNT VERNON	1.5631	\$609.14	<b>Land Market Value:</b>	\$389,700.00
SKAGIT COUNTY	0.9832	\$383.14	<b>Building Market Value:</b>	\$0.00
PORT DISTRICT 2	0.4503	\$175.46	<b>Total Market Value:</b>	\$389,700.00
STATE LEVY	2.3183	\$903.46	<b>Taxable Value:</b>	\$389,700.00
MEDIC 1 SERVICES	0.3160	\$123.14	<b>General Tax:</b>	\$4,033.42
HOSPITAL DISTRICT 1	0.6136	\$239.13	<b>Special Assessment/Fees:</b>	\$545.37
SCHOOL DISTRICT 320	4.0723	\$1,586.98	<b>2023 Total Due:</b>	<b>\$2,289.34</b>
<b>Special Assessment and Fees</b>			<b>2023 Amount Paid:</b>	<b>\$2,289.45</b>
DIKE 17 GENERAL		\$540.37		
SKAGIT CONSERVATION DISTRICT		\$5.00		
CONSERVATION DISTRICT FEE		\$0.00		
<b>2023 Property Tax, Assessments, and Fees Total:</b>		<b>\$4,578.79</b>		

**Amount due may be revised without notice, contact Treasurer's Office for current tax status.**

First half tax paid after April 30th requires interest plus penalty on full amount.

Second half becomes delinquent after OCTOBER 31st.

TAX OF LESS THAN \$50.00 MUST BE PAID IN FULL.

Skagit County Treasurer, P.O. Box 518, Mount Vernon, WA 98273

**First half tax DUE APRIL 30**

**Second half tax DUE OCTOBER 31**

Pay Property Taxes Online



200510280109  
Skagit County Auditor

10/28/2005 Page 1 of 2 11:35AM

Name: James Koetje

Address: 1030 East College Way

City and State: Mount Vernon, WA 98273

Tax Account Number: P121638, P121639 and P121640

Escrow #: JM-1228

### QUIT CLAIM DEED

THE GRANTOR Pete Collier LLC, a Washington LLC

for and in consideration of boundary line adjustment for no consideration

conveys and quit claims to Pete Collier LLC, a Washington LLC

the following described real estate, situated in the County of Skagit State of Washington together with all after acquired title of the grantor(s) therein:

Parcel "A":

Lot 3 and the North 1/2 of Lot 4 of Binding Site Plan No. MV-BSP-02-001, approved May 11, 2004, recorded May 26, 2004 under Skagit County Auditor's File No. 200405260057, being a portion of the Southwest 1/4 of Section 17, Township 34 North, Range 4 East, W.M.

Parcel "B":

Lot 5 and the South 1/2 of Lot 4 of Binding Site Plan No. MV-BSP-02-001, approved May 11, 2004, recorded May 26, 2004 under Skagit County Auditor's File No. 200405260057, being a portion of the Southwest 1/4 of Section 17, Township 34 North, Range 4 East, W.M.

The above described properties will be combined or aggregated as two lots owned by the Grantee. This boundary line adjustment is not for the purposes of creating an additional building lot.

The boundary line adjustment is approved by [Signature] City of Mount Vernon Engineer.

The properties described above are subject to City of Mount Vernon Local Improvement District Assessment No. 232. The amount owing for Lot 4 of Binding Site Plan MV-BSP-02-002, recorded under Skagit County Auditor's File No. 200405260057 will be divided equally, and combined to the amounts owing for each of the 2 remaining lots. The new assessment amounts shall be as follows:

Parcel A (P121638): \$19,834.58  
Parcel B (P121640): \$19,834.57

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX  
# 10043  
OCT 28 2005

Dated this 27<sup>th</sup> day of October, 2005.

Pete Collier LLC by [Signature] its managing member.

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

STATE OF WASHINGTON, }  
County of Skagit } ss.

ACKNOWLEDGMENT - Representative Capacity

I certify that I know or have satisfactory evidence that Mark Stivers  
is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she  
was authorized to execute the instrument and acknowledged it as the officer  
\_\_\_\_\_ of  
Ptc Collier LLC

to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal the day and year last above written.



Elissa J. McBee  
Notary Public in and for the State of Washington,  
residing at \_\_\_\_\_  
My appointment expires 5-20-09

STATE OF WASHINGTON, }  
County of \_\_\_\_\_ } ss.

ACKNOWLEDGMENT - Representative Capacity

I certify that I know or have satisfactory evidence that \_\_\_\_\_  
is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she  
was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_  
\_\_\_\_\_ of  
\_\_\_\_\_

to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal the day and year last above written.

\_\_\_\_\_  
Notary Public in and for the State of Washington,  
residing at \_\_\_\_\_  
My appointment expires \_\_\_\_\_



200510280109  
Skagit County Auditor  
10/28/2005 Page 2 of 2 11:35AM

**LEGAL DESCRIPTION**

PARCEL 'A'  
 TRACT 3, SHORT PLAT NO. MV-4-84, APPROVED APRIL 12, 1984, RECORDED APRIL 20, 1984 IN VOLUME 6 OF SHORT PLATS, PAGE 134, UNDER AUDITOR'S FILE NO. 840420015, AND BEING A PORTION OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 34 NORTH, RANGE 4 EAST, 14th, MN.  
 EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:  
 BEGINNING AT THE SOUTHEAST CORNER OF TRACT 2 OF SAID SHORT PLAT; THENCE NORTH 00°11'00" WEST 80.00 FEET ALONG THE EAST LINE OF SAID TRACT 2 TO THE SOUTHWEST CORNER OF TRACT 1 OF SAID SHORT PLAT; THENCE SOUTH 84°31'00" EAST 190.01 FEET ALONG THE SOUTH LINE OF SAID TRACT 1 AND SAID SOUTH LINE EXTENDED TO THE EAST LINE OF SAID TRACT 3;  
 THENCE SOUTH 00°11'00" EAST 80.00 FEET ALONG SAID EAST LINE TO AN ANGLE POINT IN SAID EAST LINE, WHICH POINT IS SOUTH 84°31'00" WEST FROM THE POINT OF BEGINNING;  
 THENCE NORTH 84°31'00" WEST 190.01 FEET TO THE POINT OF BEGINNING.  
 ALSO, EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:  
 BEGINNING AT THE SOUTHWEST CORNER OF TRACT 3 OF SAID SHORT PLAT NO. MV-4-84;  
 THENCE NORTH 00°11'00" WEST ALONG THE WEST LINE OF SAID TRACT 3, A DISTANCE OF 197.36 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND CONVERTED TO FIRST SCRIPPS LEASIE REALTY CO. BY DOCUMENT RECORDED FEBRUARY 16, 1973 UNDER AUDITOR'S FILE NO. 17807991, THENCE SOUTH 84°31'00" EAST 197.36 FEET TO THE SOUTHWEST CORNER OF FIRST SCRIPPS LEASIE REALTY CO. TRACT, A DISTANCE OF 180.01 FEET TO ITS SOUTHWEST CORNER;  
 THENCE SOUTH 00°11'00" EAST, A DISTANCE OF 197.36 FEET, MORE OR LESS, TO THE SOUTH LINE OF SAID TRACT 3;  
 THENCE NORTH 84°42'07" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 180.01 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.  
 ALSO, EXCEPT THAT PORTION CONVERTED TO THE CITY OF MOUNT VERNON BY DEED RECORDED AUGUST 11, 1948, UNDER AUDITOR'S FILE NO. 940810095, RECORDS OF SCAKAIT COUNTY, WASHINGTON.  
 BEING SUBJECT TO AND TOGETHER WITH EASEMENTS, RESERVATIONS, RESTRICTIONS, COVENANTS, LIENS, LEASES, COURT CAUSES AND OTHER INSTRUMENTS OF RECORD.  
 SITUATE IN THE CITY OF MOUNT VERNON, COUNTY OF SCAKAIT, STATE OF WASHINGTON.

**PARCEL 'B'**

THAT PORTION OF TRACT 3, SHORT PLAT NO. MV-4-84, APPROVED APRIL 12, 1984, RECORDED APRIL 20, 1984, IN VOLUME 6 OF SHORT PLATS, PAGE 134, UNDER AUDITOR'S FILE NO. 840420015, AND BEING A PORTION OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 34 NORTH, RANGE 4 EAST, 14th, MN., DESCRIBED AS FOLLOWS:  
 BEGINNING AT THE SOUTHWEST CORNER OF TRACT 3 OF SAID SHORT PLAT NO. MV-4-84;  
 THENCE NORTH 00°11'00" WEST ALONG THE WEST LINE OF SAID TRACT 3, A DISTANCE OF 197.36 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND CONVERTED TO FIRST SCRIPPS LEASIE REALTY CO. BY DOCUMENT RECORDED FEBRUARY 16, 1973 UNDER AUDITOR'S FILE NO. 17807991, THENCE SOUTH 84°31'00" EAST ALONG THE SOUTH LINE OF SAID FIRST SCRIPPS LEASIE REALTY CO. TRACT, A DISTANCE OF 180.01 FEET TO ITS SOUTHWEST CORNER;  
 THENCE SOUTH 00°11'00" EAST, A DISTANCE OF 197.36 FEET, MORE OR LESS, TO THE SOUTH LINE OF SAID TRACT 3;  
 THENCE NORTH 84°42'07" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 180.01 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.  
 ALSO, EXCEPT THAT PORTION CONVERTED TO THE CITY OF MOUNT VERNON BY DEED RECORDED AUGUST 11, 1948, UNDER AUDITOR'S FILE NO. 940810095, RECORDS OF SCAKAIT COUNTY, WASHINGTON.  
 BEING SUBJECT TO AND TOGETHER WITH EASEMENTS, RESERVATIONS, RESTRICTIONS, COVENANTS, LIENS, LEASES, COURT CAUSES AND OTHER INSTRUMENTS OF RECORD.  
 SITUATE IN THE CITY OF MOUNT VERNON, COUNTY OF SCAKAIT, STATE OF WASHINGTON.

**SURVEYOR'S CERTIFICATE**

I HEREBY CERTIFY THAT THIS BINDING SITE PLAN IS BASED UPON AN ACTUAL SURVEY AND SUBDIVISION OF SECTION 17, TOWNSHIP 34 NORTH, RANGE 4 EAST, 14th, MN., THAT THE COURSES AND DISTANCES ARE SHOWN CORRECTLY AND THAT THEY HAVE COMPLIED WITH THE PROVISIONS OF THE MOUNT VERNON BINDING SITE PLAN ORDINANCE.

*[Signature]*  
 BRUCE G. LISSEB

DATE: May 4, 2004

BRUCE G. LISSEB, P.L.S., CERTIFICATE NO. 22460  
 LISSEB & ASSOCIATES, PLLC  
 320 MILWAUKEE STREET, PO BOX 104  
 MOUNT VERNON, WA 98273  
 PHONE (509) 414-0512  
 FAX (509) 414-0511  
 e-mail bruce@lisser.com

**CONSENT AND DEDICATION**

KNOW ALL MEN BY THESE PRESENTS THAT THE JEFFERSON LAND COMPANY, LLC, THE LAND HEREIN DESCRIBED, HEREBY CONSENTS AND DEDICATES TO THE CITY OF MOUNT VERNON, WASHINGTON, THE RIGHT OF EASEMENT OR CONTRACT RIGHT-OF-WAY AND/OR MORTGAGE HOLDER OR LIEN HOLDER, OF THE LAND HEREBY PLATTED, DECLARES THIS PLAT AND DEDICATES TO THE USE OF THE PUBLIC HIGHWAY, THE STREETS AND AVENUES SHOWN HEREON AND THE USE THEREOF FOR ALL PUBLIC PURPOSES CONSISTENT WITH THE USE THEREOF FOR PUBLIC HIGHWAY PURPOSES TOGETHER WITH THE RIGHT TO MAKE ALL NECESSARY SLOPE FOR CUTS AND FILLS UPON THE LOTS AND BLOCKS SHOWN HEREON IN THE ORIGINAL REASONABLE GRADING OF ALL SUCH STREETS AND AVENUES SHOWN HEREON.  
 DATED THIS 2nd DAY OF May, 2004.  
 THE JEFFERSON LAND COMPANY, LLC.  
 BY: *[Signature]*  
 PRINT NAME: Bruce Lisser  
 PRINT TITLE: President

**ACKNOWLEDGMENTS**

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT THE LAND HEREIN DESCRIBED HAS BEEN LEGALLY ACQUIRED BY THE PERSONS BEING SET FORTH AND SAID PERSON HAS CONVEYED THAT HE/SHE SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE/SHE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE manager OF THE JEFFERSON LAND COMPANY, L.L.C., A LIMITED LIABILITY COMPANY IN THE STATE OF WASHINGTON, TO BE THE FREE AND VOLUNTARY ACT OF SAID PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.  
 DATED: May 6, 2004



SIGNATURE: *[Signature]*  
 NOTARY PUBLIC  
 MY APPOINTMENT EXPIRES 2/1/04  
 RESIDING IN Mount Vernon

**AUDITOR'S CERTIFICATE**

FILED FOR RECORD AT THE REQUEST OF LISSEB & ASSOCIATES, PLLC.  
 200405260015  
 Skagit County Auditor  
 5/26/2004 Page 1 of 3 3:12:28PM  
 NAME: Norma Brunnet  
 SKAGIT COUNTY AUDITOR  
*[Signature]*

**TREASURER'S CERTIFICATE**

THIS IS TO CERTIFY THAT ALL TAXES HERETOFORE LEVIED AND WHICH HAVE BECOME A LIEN UPON THE LANDS HEREBY DESCRIBED HAVE BEEN FULLY PAID AND DISCHARGED ACCORDING TO THE RECORDS OF MY OFFICE, UP TO AND INCLUDING THE YEAR OF 2004.  
 TREASURER OF SCAKAIT COUNTY, WASHINGTON  
 HEREBY CERTIFY THAT A DEPOSIT HAS BEEN PAID TO COVER UNPAID TAXES UP TO AND INCLUDING THE YEAR 2004.  
 THIS 26th DAY OF May, 2004.  
*[Signature]*  
 DEPUTY COUNTY TREASURER

**CITY TREASURER'S CERTIFICATE**

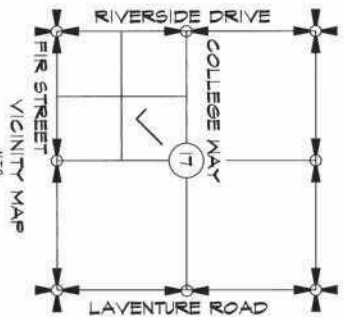
I HEREBY CERTIFY THAT THERE ARE NO DELINQUENT SPECIAL ASSESSMENTS AND ALL SPECIAL ASSESSMENTS ON ANY OF THE PROPERTY HEREIN CONTAINED DEDICATED AS STREETS, ALLEYS, OR OF OTHER PUBLIC USE, ARE PAID UP TO DATE. (S)  
 THIS 14th DAY OF May, 2004.  
*[Signature]*  
 CITY TREASURER

**APPROVALS**

EXAMINED AND APPROVED THIS 11th DAY OF May, 2004.  
*[Signature]*  
 ENGINEER'S SERVICES MANAGER  
 CITY ENGINEER  
*[Signature]*  
 MAYOR

(A) Range 410 Assessments see lots 1-5  
 ARE AS FOLLOWS:

Lot 1	\$ 28,121.93
Lot 2	\$ 49,828.75
Lot 3	\$ 16,528.81
Lot 4	\$ 16,528.81
Lot 5	\$ 16,528.81



SHEET 1 OF 3

DATE 5/4/04

BINDING SITE PLAN NO. MV-BSP-02-001

SURVEY IN A PORTION OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 34 NORTH, RANGE 4 EAST, 14th, MN. MOUNT VERNON, WASHINGTON  
 FOR: THE JEFFERSON LAND COMPANY, LLC

FB 24 Pg 34 LISSEB & ASSOCIATES, PLLC SCALE: 1" = 1/4" SURVEYING & LAND-USE CONSULTATION DRAWING: 02-01985P MOUNT VERNON, WA 98273 509-414-0512



**NOTES**

1. ALL MAINTENANCE AND CONSTRUCTION OF PRIVATE ROADS SHALL BE THE RESPONSIBILITY OF THE LOT OWNERS.
2. ZONING: C-2 GENERAL COMMERCIAL DISTRICT  
CITY OF MOUNT VERNON DEVELOPMENT STANDARDS. (CHAPTER 17.48)  
A. MINIMUM LOT AREA: NO LIMITATIONS  
B. MINIMUM LOT WIDTH: NO LIMITATIONS  
C. MINIMUM LOT DEPTH: NO LIMITATIONS  
D. MAXIMUM LOT COVERAGE: NO LIMITATIONS  
E. MAXIMUM BUILDING HEIGHT: BUILDING HEIGHT IN THE C-2 DISTRICT SHALL BE LIMITED TO 35 FEET. CONSIDERATIONS AND BUILDING CODE CONSERVATIONS.  
F. MINIMUM SETBACK REQUIREMENTS IN THE C-2 DISTRICT ARE AS FOLLOWS:  
1. FRONT: 25 FEET. BUILDINGS ON CORNER LOTS AND THROUGH LOTS SHALL OBSERVE A MINIMUM SETBACK FOR THE SIDE STREET OF 25 FEET ON AN ARTERIAL STREET AND 20 FEET ON ALL OTHER STREETS.  
2. SIDE YARD AND REAR YARD: NONE, EXCEPT ALONG ANY PROPERTY LINE ADJOINING A RESIDENTIALLY ZONED DISTRICT.  
3. THERE SHALL BE A SETBACK OF AT LEAST FIVE FEET. PARKING SHALL BE PROVIDED PURSUANT TO THE TERMS OF CHAPTER 17.54 NMC (ORD. 2952, 1994).
3. SEWAGE DISPOSAL: CITY OF MOUNT VERNON PUBLIC SEWER
4. STORM SEWER: STORM SEWER IS ROUTED THROUGH A NEW STORM DRAINAGE SYSTEM WHICH OUTFLETS INTO THE CITY OF MOUNT VERNON STORM SEWER IN LEIGH WAY. SEE DRAINAGE REPORT AND PLANS PREPARED BY SUMMIT ENGINEERS, INC., DATED JULY 15, 2002.
5. WATER: PUD, NO. 1
6. ● - INDICATES IRON ROD SET WITH YELLOW CAP SURVEY NUMBER L1558R 22960  
○ - INDICATES EXISTING REBAR OR IRON ROD FOUND  
@ - INDICATES CONCRETE MOUNTAIN SET WITH CASE
7. MERIDIAN: ASSIGNED
8. BASIS OF BEARING: MOUNTED NORTH LINE OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 34 NORTH, RANGE 4 EAST, 14M. BEARING = SOUTH 84°31'00" EAST
9. FOR ADDITIONAL MERIDIAN AND SURVEY INFORMATION SEE SHORT PLAN N4-484 RECORDED IN VOLUME 6 OF SHORT PLANS, PAGE 194, RECORDS OF SKAGIT COUNTY, WASHINGTON.
10. SURVEY DESCRIPTION IS FROM LAND TITLE COMPANY SUBDIVISION GUARANTEE ORDER NO. 5-10119, DATED JUNE 20, 2002 AND APRIL 19, 2004.
11. THIS PROPERTY IS SUBJECT TO AND TOGETHER WITH EASEMENTS, EGRESS AND UTILITIES, COVENANTS, EBS, DISCRETS IN THE ABOVE REFERENCED TITLE REPORT WHICH REFERENCES THOSE CERTAIN INSTRUMENTS RECORDED UNDER AUDITORS FILE NUMBERS 200202150144, 567039, 789114, 6-04-260019, 9404120191, 9404200039, AND 840-1200015.
12. INSTRUMENTATION: LEICA TCR105A THEODOLITE DISTANCE METER
13. SURVEY PROCEDURE: FIELD TRAVERSE
14. OWNER/DEVELOPER: THE JEFFERSON LAND COMPANY, L.L.C.  
14955 BRUNN ROAD  
MOUNT VERNON WA 98278  
PHONE: (360) 424-1941
15. BUYERS SHOULD BE AWARE THAT THIS BINDING SITE PLAN IS LOCATED IN THE FLOOD PLAIN OF THE SKAGIT RIVER AND SIGNIFICANT ELEVATION MAY BE REQUIRED FROM THE SECOND FLOOR OF CONSTRUCTION. BUYERS SHOULD BE AWARE OF THE POTENTIAL OF CONTAMINANT AND ECONOMIC DEVELOPMENT FOR FURTHER INFORMATION.
16. FLOOD ZONE DESIGNATION: A-21 PER NATIONAL FLOOD INSURANCE FIRM MAP NO. 53015B-0001-B DATED JANUARY 3, 1985. THE CITY OF MOUNT VERNON REQUIRES AN ADDITIONAL 1.0 FOOT OF ELEVATION ABOVE THE MINIMUM FEMA REQUIREMENTS. MINIMUM ELEVATION IS DETERMINED AT THE TIME OF BUILDING PERMIT APPLICATION. THE FINAL MAP SHOWS A MINIMUM OF 50.0'. THEREFORE CITY REQUIREMENTS SHOULD BE 51.0'.
17. PROJECT BENCH MARK: TOP OF TRAVERSE REBAR NO. 24-94-B ELEVATION = 26.90
18. DATUM: NGVD'24
19. REPRESENTATIVE GROUND ELEVATIONS ARE SHOWN ON SHEET 3 OF 3. THE X MARK INDICATES THAT ELEVATION SPOT.

- CONTINUED -

20. APPROXIMATE LOCATIONS OF EXISTING UTILITIES HAVE BEEN OBTAINED FROM THE LAND OWNER AND/OR AVAILABLE RECORDS AND ARE SHOWN ON THIS PLAN. THE LOCATION OF ANY UTILITIES NOT SHOWN ON THIS PLAN IS THE RESPONSIBILITY OF THE BUYER. UNDERGROUND UTILITY LOCATIONS ARE NOT KNOWN OR HERE NOT AVAILABLE TO US AT THIS TIME EXCEPT AS SHOWN. UNDERGROUND UTILITY INFORMATION MAY BE REQUESTED FROM THE FOLLOWING SOURCES:  
GAS (-G-) CASCADE NATURAL GAS CO  
1920 S. SECOND ST., MOUNT VERNON WA 98278  
WATER (-W-) PUBLIC UTILITY DISTRICT NO. 1  
145 FREEMANT DRIVE, MOUNT VERNON WA 98278  
SANITARY SEWER (-S-) CITY OF MOUNT VERNON  
ENGINEERING DEPARTMENT  
(360) 396-6204  
STORM SEWER (-D-) CITY OF MOUNT VERNON  
ENGINEERING DEPARTMENT  
MOUNT VERNON WA 98278  
BURIED (-BURIED TEL-) PHONE  
PHONE  
FEASE RD. BURLINGTON WA 98223  
ELECTRICAL (-P-) RIGET SOUND ENERGY  
(360) 757-1620  
TLOO E. COLLEGE WAY, MOUNT VERNON WA 98273  
TELEVISION (-CABLE-) AT&T BROADBAND  
171 BENNETT RD. BURLINGTON WA 98233  
(360) 757-2871
21. THIS SURVEY HAS SHOWN OCCUPATIONAL INDICATORS AS PER IAC CHAPTER 332.130. LINES OF OCCUPATION MAY INDICATE AREAS FOR POTENTIAL CLAIMS OF UNWRITTEN OWNERSHIP. THIS TOPOGRAPHIC SURVEY HAS ONLY SHOWN THE RELATIONSHIP OF LINES OF OCCUPATION TO THE DEEDED LINES OF RECORD. NO RESOLUTION OF OWNERSHIP BASED ON UNWRITTEN RIGHTS HAS BEEN MADE OR IMPLIED BY THIS SURVEY.
22. A PORTION OF THE DRAINAGE EASEMENT RECORDED UNDER RECORDS FILE NO. 9404200298, THE 20 FOOT AND 20 FOOT WIDE PRIVATE DRAINAGE EASEMENT AREAS SHOWN ACROSS PORTIONS OF THE NORTH AND WEST LINES OF LOT 1 ARE FOR THE MUTUAL AND NON-EXCLUSIVE USE OF THE OWNERS OF LOTS 1, 2, 3, 4 AND 5 OF THIS BINDING SITE PLAN TOGETHER WITH USE BY THE PROPERTY OWNERS WHO BENEFIT FROM THE EXISTING POND AND DRAINAGE EASEMENT DESCRIBED IN SAID DOCUMENT RECORDED UNDER AUDITORS FILE NO. 9404120191.
23. THE MAINTENANCE OF THE STORM POND AND ASSOCIATED OUTLET STRUCTURES AND PIPES IS THE RESPONSIBILITY OF THE PROPERTY OWNERS OF THIS BINDING SITE PLAN. THE EXPENSE FOR SAID MAINTENANCE SHALL BE BORNE EQUITABLY BY ALL OF THE SAID PROPERTY OWNERS.
24. BINDING SITE PLAN NUMBER AND DATE OF APPROVAL SHALL BE INCLUDED IN ALL DEEDS AND CONTRACTS.
25. ALL LOTS WITHIN THIS BINDING SITE PLAN ARE SUBJECT TO IMPACT FEES PAYABLE UPON ISSUANCE OF A BUILDING PERMIT.

- CONTINUED -

**EASEMENTS**  
AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF MOUNT VERNON, PUBLIC UTILITY DISTRICT NO. 1, RIGET SOUND ENERGY, VERZON, CASCADE NATURAL GAS CORP. AND AT&T BROADBAND AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS UNDER AND UPON THE EXTERIOR TEN (10) FEET OF FRONT BOUNDARY LINES AS SHOWN OF ALL LOTS AND TRACTS AND OTHER UTILITY EASEMENTS AS SHOWN ON THE FACE OF THE BINDING SITE PLAN, IN AND BEHOLD OF THE CITY OF MOUNT VERNON, WASHINGTON, FOR THE PURPOSES AND OTHER PROPERTIES, TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS AND TRACTS AT ALL TIMES FOR THE PURPOSES STATED, WITH THE UNDERSTANDING THAT ANY GRANTEE SHALL BE RESPONSIBLE FOR ALL UNNECESSARY DAMAGE IT CAUSES TO ANY REAL PROPERTY OWNED IN THE SUBDIVISION BY THE EXERCISE OF RIGHTS AND PRIVILEGES HEREIN GRANTED.

**PRIVATE DRAINAGE EASEMENT**  
AN EASEMENT FOR THE PURPOSE OF CONVEYING LOCAL STORM WATER RUNOFF TO THE CITY OF MOUNT VERNON, WASHINGTON, IS HEREBY GRANTED TO THE CITY OF MOUNT VERNON, WASHINGTON, BY THE LAND OWNERS IN THE AREAS DESIGNATED AS PRIVATE DRAINAGE EASEMENTS. THE MAINTENANCE OF PRIVATE DRAINAGE EASEMENTS ESTABLISHED AND GRANTED HEREIN SHALL BE THE RESPONSIBILITY OF AND THE COSTS THEREOF SHALL BE BORNE EQUALLY BY THE PRESENT AND FUTURE OWNERS OF THE ABUTTING PRIVATE LOT OWNERS AND THEIR HEIRS, OWNERS PERSONAL REPRESENTATIVES AND ASSIGNS.  
THE CITY OF MOUNT VERNON IS HEREBY GRANTED THE RIGHT TO ENTER SAID EASEMENTS FOR EMBODIMENT PURPOSES AT ITS OWN DISCRETION.



BINDING SITE PLAN NO. MV- B9P-02-001  
SHEET 2 OF 3  
DATE: 5/4/04

SURVEY IN A PORTION OF THE  
NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF  
SECTION 17, TOWNSHIP 34 NORTH, RANGE 4 EAST, 14M.  
FOR: THE JEFFERSON LAND COMPANY, L.L.C.

FB 24 Pg 94  
LISSE & ASSOCIATES, PLLC  
SURVEYING & LAND USE CONSULTATION  
1801 N. VERNON, WA 98278

SCALE: 1" = 50'  
DRAWING: 02-01899P

RY, LLC 58308  
 BELLEVIEW WA 98015

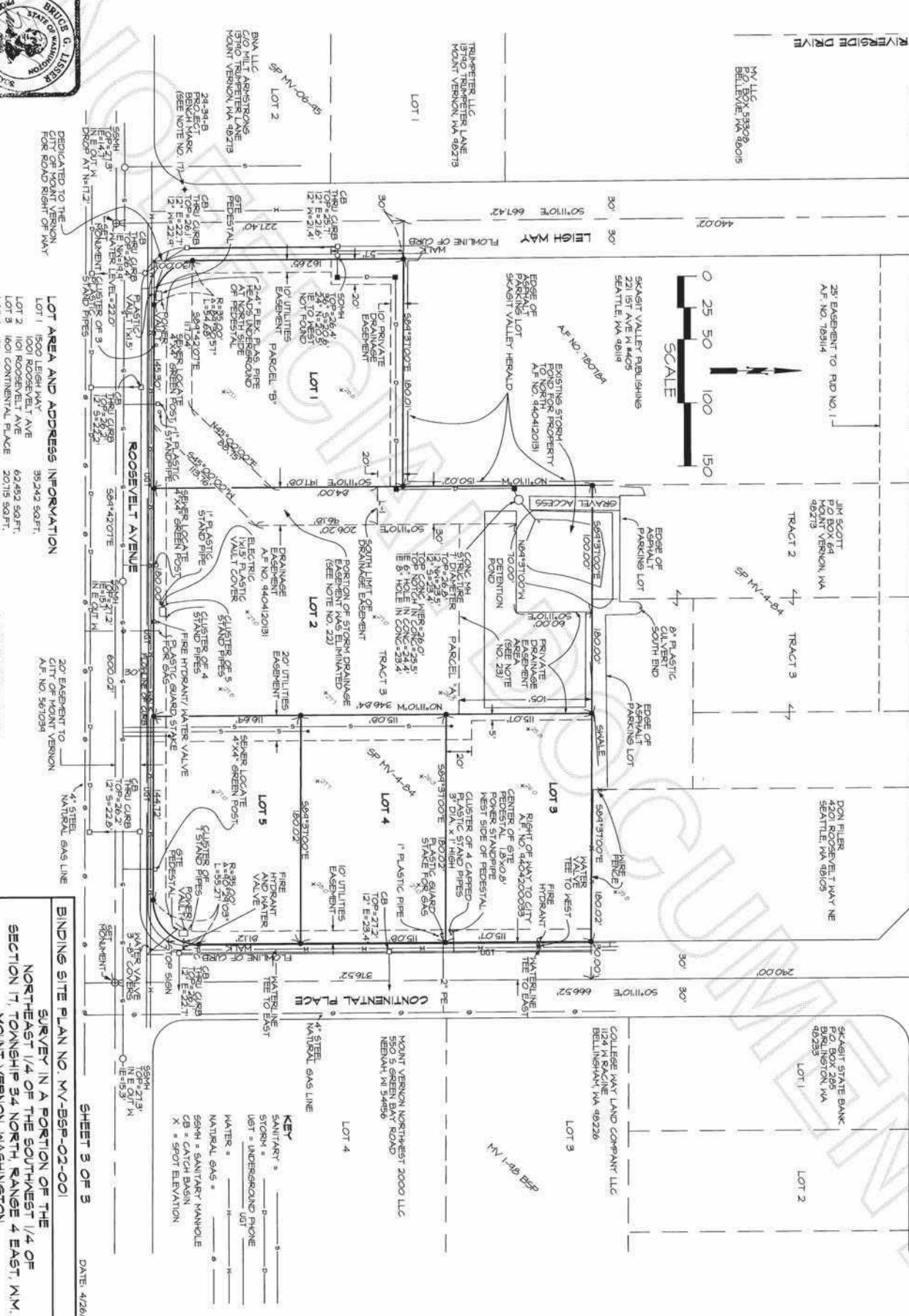
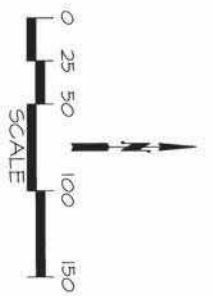
SKAGIT VALLEY PUBLISHING  
 221 1ST AVE N #405  
 SEATTLE WA 98148

JIM SCOTT  
 FIDUCIARY  
 MOUNT VERNON WA  
 98278

DON BLIER  
 1201 RIVER  
 SEATTLE WA 98108

SKAGIT STATE BANK  
 P.O. BOX 298  
 BURLINGTON WA  
 98223

TRUMPETER LLC  
 1740 TRUMPETER LANE  
 MOUNT VERNON WA 98278



**LOT AREA AND ADDRESS INFORMATION**

LOT 1	1500 LEIGH WAY	35,242 SQ.FT.
LOT 2	1101 ROOSEVELT AVE	62,452 SQ.FT.
LOT 3	1601 ROOSEVELT AVE	20,715 SQ.FT.
LOT 4	1515 CONTINENTAL PLACE	20,716 SQ.FT.
LOT 5	1501 CONTINENTAL PLACE	20,714 SQ.FT.
LOT 6	1201 ROOSEVELT AVE	

**BINDING SITE PLAN NO. MV-BSP-02-001**

SURVEY IN A PORTION OF THE  
 NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF  
 SECTION 17, TOWNSHIP 34 NORTH, RANGE 4 EAST, WM,  
 MOUNT VERNON WASHINGTON  
 FOR: THE JEFFERSON LAND COMPANY, LLC

DATE: 4/26/04

SHEET 3 OF 3

**KEY**

- SANITARY
- WATER
- SEWER
- UNDERGROUND PHONE
- UTILITY
- NATURAL GAS
- SANITARY MANHOLE
- CATCH BASIN
- SPOT ELEVATION



4-26-04



200102120127  
Skagit County Auditor

2/12/2001 Page 1 of 2 3:49:29PM

**RETURN ADDRESS:**  
Puget Sound Energy, Inc.  
Attn.: ROW Department  
1700 E. College Way  
Mount Vernon, WA 98273

**EASEMENT FIRST AMERICAN TITLE CO.  
ACCOMMODATION RECORDING ONLY**

REFERENCE #:  
GRANTOR: **THE ELLSWORTH LEIGH TESTAMENTARY TRUST**  
GRANTEE: **PUGET SOUND ENERGY, INC.**  
SHORT LEGAL: **TRACT 3 OF SP 4-84, SW ¼ SEC 17, TWP 34 N, RGE 4E W.M.**  
ASSESSOR'S PROPERTY TAX PARCEL: **P25977, P25979**

M 7492

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid **LINDA GILBERT** and **JAMES SCOTT**, co-trustees of The Ellsworth Leigh Testamentary Trust ("Grantor" herein), hereby conveys and warrants to **PUGET SOUND ENERGY, INC.**, a Washington Corporation ("Grantee" herein), for the purposes hereinafter set forth, a nonexclusive perpetual easement over, under, along across and through the following described real property ("Property" herein) in **SKAGIT** County, Washington:

**TRACT 3 OF MOUNT VERNON SHORT PLAT NO. MV-4-84, APPROVED APRIL 18, 1984 AND RECORDED APRIL 20, 1984, IN VOLUME 6 OF SHORT PLATS, PAGE 134, UNDER AUDITOR'S FILE NO. 8404200015, RECORDS OF SKAGIT COUNTY AND BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 34 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN.**

Except as may be otherwise set forth herein Grantee's rights shall be exercised upon that portion of the Property ("Easement Area" herein) described as follows:

An Easement Area \_\_\_\_\_ feet in width having \_\_\_\_\_ feet of such width on each side of a centerline described as follows:

**EASEMENT 1: AS CONSTRUCTED ON THE SOUTHERLY TEN (10) FEET OF THE ABOVE DESCRIBED PROPERTY.**

**EASEMENT 2: THE SOUTH 20 FEET OF THE EAST 10 FEET OF THE ABOVE DESCRIBED PROPERTY, ALL AS MEASURED ALONG AND AT RIGHT ANGLES TO THE SOUTH AND EAST LINE THEREOF.**

**1. Purpose.** Grantee shall have the right to construct, operate, maintain, repair, replace, improve, remove, enlarge, and use the easement area for one or more utility systems for purposes of transmission, distribution and sale of gas and electricity. Such systems may include, but are not limited to:

**Underground facilities.** Conduits, lines, cables, vaults, switches and transformers for electricity; pipes, pipelines, mains, laterals, conduits, regulators and feeders for gas; fiber optic cable and other lines, cables and facilities for communications; semi-buried or ground-mounted facilities and pads, manholes, meters, fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any or all of the foregoing.

Following the initial construction of all or a portion of its systems, Grantee may, from time to time, construct such additional facilities as it may require for such systems. Grantee shall have the right of access to the Easement Area over and across the Property to enable Grantee to exercise its rights hereunder. Grantee shall compensate Grantor for any damage to the Property caused by the exercise of such right of access by Grantee.

**2. Easement Area Clearing and Maintenance.** Grantee shall have the right to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Area. Grantee shall also have the right to control, on a continuing basis and by any prudent and reasonable means, the establishment and growth of brush, trees or other vegetation in the Easement Area.,

*No monetary consideration was paid*

**3. Grantor's Use of Easement Area.** Grantor reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided, however, Grantor shall not construct or maintain any buildings, structures or other objects on the Easement Area and Grantor shall do no blasting within 300 feet of Grantee's facilities without Grantee's prior written consent.

**4. Indemnity.** Grantee agrees to indemnify Grantor from and against liability incurred by Grantor as a result of Grantee's negligence in the exercise of the rights herein granted to Grantee, but nothing herein shall require Grantee to indemnify Grantor for that portion of any such liability attributable to the negligence of Grantor or the negligence of others.

**5. Abandonment.** The rights herein granted shall continue until such time as Grantee ceases to use the Easement Area for a period of five (5) successive years, in which event, this easement shall terminate and all rights hereunder, and any improvements remaining in the Easement Area, shall revert to or otherwise become the property of Grantor; provided, however, that no abandonment shall be deemed to have occurred by reason of Grantee's failure to initially install its systems on the Easement Area within any period of time from the date hereof.

**6. Successors and Assigns.** Grantee shall have the right to assign, apportion or otherwise transfer any or all of its rights, benefits, privileges and interests arising in and under this easement. Without limiting the generality of the foregoing, the rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns.

DATED this NOV 17 day of \_\_\_\_\_, 2000.

GRANTOR:

By: [Signature]  
**LINDA GILBERT**

SKAGIT COUNTY WASHINGTON  
Real Estate Excise Tax  
PAID

FEB 12 2001

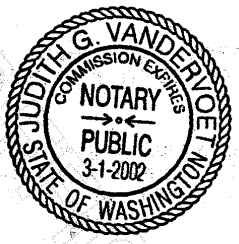
By: [Signature]  
**JAMES N. SCOTT**

Amount Paid \$ 0  
Skagit County Treasurer  
By: [Signature] Deputy

STATE OF WASHINGTON )  
                                  )SS  
COUNTY OF SKAGIT    )

On this 17<sup>th</sup> day of November, 2000, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **LINDA GILBERT** and **JAMES N. SCOTT**, to me known to be the persons who signed as co-trustees to The Ellsworth Leigh Testamentary Trust, and who executed the within and foregoing instrument and acknowledged said instrument to be their free and voluntary act and deed for the uses and purposes therein mentioned; and on oath stated that they were authorized to execute the said instrument as co-trustees of The Ellsworth Leigh Testamentary Trust,

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.



[Signature]  
(Signature of Notary)

(Print or stamp name of Notary)

**NOTARY PUBLIC** in and for the State of Washington,

residing at Mt Vernon

My Appointment Expires: 2-1-02

Notary seal, text and all notations must be inside 1" margin



200102120127  
Skagit County Auditor



JERRY MCINTURFF  
SKAGIT COUNTY ENGINEER

500  
84 APR 26 AM 12:25

AGREEMENT

RECORDED  
REQUEST OF \_\_\_\_\_

8404260019

WHEREAS, the undersigned owner(s) of the following described property:

That portion of Tract "B" of Mount Vernon Short Plat No. MV-8-77, approved April 28, 1977 and recorded April 28, 1977 under Auditor's File No. 855523 in Volume 2 of Short Plats, Page 53, records of Skagit County, Washington, lying East of the East line of Leigh Way; being a portion of the Southwest Quarter of Section 17, Township 34 North, Range 4 East, W.M. Situate in the County of Skagit, State of Washington.

more commonly known as property near Leigh Way and College Way in the City of Mount Vernon, Washington, have applied personally or through a representative for a building permit to improve the above-described property, and

WHEREAS, Mount Vernon Municipal Code 17.57.070 and 16.20.010 require that permanent sidewalks, curbs, gutters and other improvements be installed along the street frontage of the property being developed at the sole cost of the Owner, and that the Uniform Building Code, 1976 Edition, adopted by the Mount Vernon Municipal Code 15.04.010 requires compliance with other applicable codes of the City as a condition precedent to the issuance of a building permit, and

WHEREAS, the City of Mount Vernon, pursuant to the State Environmental Policy Act (RCW 43.21c) and regulations promulgated thereunder is adopted by Mount Vernon Municipal Code 15.08, should take actions necessary to protect, rehabilitate and enhance the environment, and should mitigate any adverse impacts which might result from the proposed activity, and

WHEREAS, the City of Mount Vernon, in addition to civil and criminal sanctions available by law, desires to enforce the rights and interests of the public by this agreement,

WHEREAS, present circumstances are such that installation of sidewalks, curbs, gutters, storm drainage, street lighting, pavement, etc. at this time is appropriate or is in the best interest of the parties, now, therefore,

The parties hereto agree as follows:

- 1) The City agrees to defer imposition of its requirements that sidewalks, curbs, gutters, storm drainage, paving, street lighting, and other improvements be installed by a future date certain.
- 2) The Owners agree to make certain improvements at Owner's sole cost and at such time as the City Engineer directs as follows:  
Construction of the following items where property abuts public right-of-way:
  - A. Construction of a drainage system
  - B. Construction of curb, gutter and sidewalk
  - C. Construction of pavement widening

8404260019

VOL 557 PAGE 474

Return to:  
City of Mount Vernon  
P.O. Box 807  
Mount Vernon WA

Agreement to Perform  
Page Two

- 3) In the event a local improvement district is proposed which would encompass or include within its scope the improvements set forth in Paragraph 2 above and such improvements have not been made prior to formation of the L.I.D. the Owners agree to support the formation of said L.I.D.
- 4) In addition to all other remedies available to the City by law, the City of Mount Vernon reserves the right to revoke the building permit and/or to bring a lawsuit to compel specific performance of this agreement should the Owner's or their successors fail to comply with any of the terms or conditions herein. The City shall be entitled to reasonable attorney's fees in any action necessary to enforce this agreement.
- 5) The Owner(s) agree to indemnify and save harmless the City of Mount Vernon from and against all claims, suits, damages, costs and expenses resulted from or connected with the Owner's negligent performance of or failure to perform any terms of this agreement.
- 6) This agreement shall run with the land and shall be binding on the heirs, assigns and successors of the property herein described and, upon execution, shall be filed for record with the Skagit County Auditor by the undersigned owner at said Owner's cost.
- 7) No modification of this agreement shall be valid unless mutually agreed upon by all parties in writing and recorded with the Skagit County Auditor

DATED this 13 day of APRIL, 1987.

The person(s) whose names are subscribed herein do certify that they are the sole owners of fee simple interest in the above described property.

[Signature]  
Owner, Ellie Leigh

[Signature]  
Owner

Agreement to Perform  
Page Three

STATE OF WASHINGTON )  
COUNTY OF Skagit ) ss.

On this the 13<sup>th</sup> day of April, 1984,  
before me personally appeared Willie Leitz  
known to me to be the same person(s) whose name(s) are subscribed  
to the within instrument and acknowledged that they voluntarily  
executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand an official seal.

Judith Wandervort  
Notary Public in and for the State of  
Washington, residing at McVernox



R404200D15

MV 4-84

**ACKNOWLEDGEMENT**

State of Washington } s.s.  
County of Skagit

On this day personally appeared before me **ELLIE LEIGH**, to me known, to be the individual who executed the within and foregoing instruments and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 28th day of OCTOBER, 1983.

*Raymond T. Reep, Jr.*  
Notary in and for the State of Washington,  
residing at Mount Vernon.

**OWNERS CERTIFICATE**

Know all men by these present, that I, the undersigned, owner of the land included within this **SHORT PLAT** do hereby certify that the decision to make this **SHORT PLAT** was my free act and deed, and in witness whereof I have caused my name to be hereunto subscribed this 28th day of OCTOBER, 1983.

*Ellie Leigh*  
ELLIE LEIGH

**APPROVAL**

Examined and approved this 15 day of NOVEMBER, 1983, by the City Engineer of Mount Vernon, Washington.

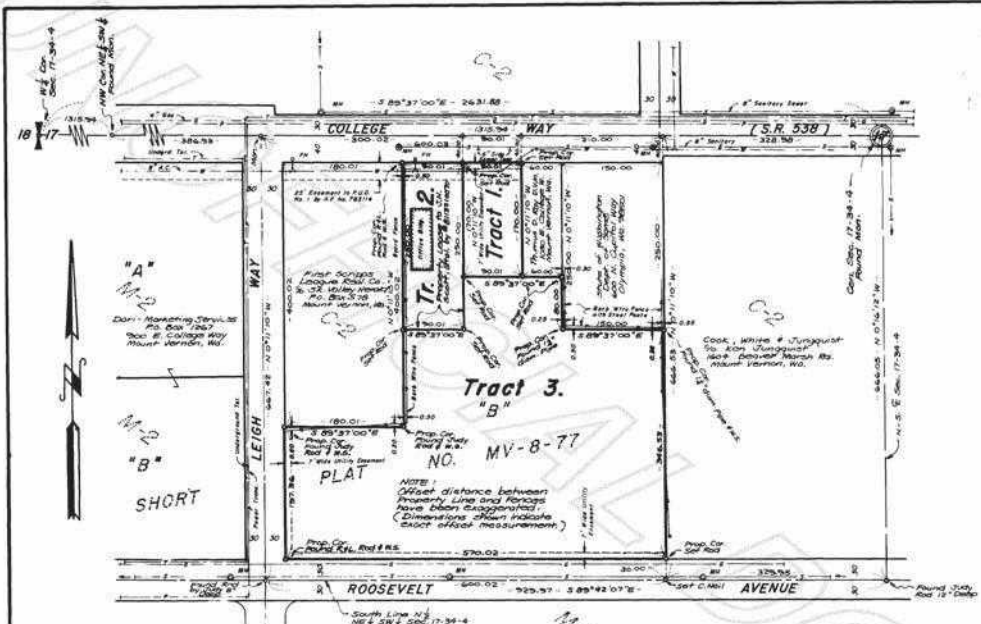
*John C. Wiseman* City Engineer  
*Raymond T. Reep, Jr.* Mayor  
*Michael Woodmansee* City Clerk

The CHARGE IN LIEU OF ASSESSMENT for each lot in this subdivision shall be \$100.00. (This charge includes a credit for participation in sewer mains.) A STANDARD PARTICIPATION CONTRACT must be executed and the said amount paid prior to the issuance of a sewer permit.

*Raymond T. Reep, Jr.*  
City Engineer

**NOTES**

1. Short Plat Number and Date of Approval shall be included in all Deeds and Contracts.
2. Sewage Disposal by Mount Vernon City Sewer.
3. Water by Skagit County Public Utility District No. 1.
4. Street Improvements for Leigh Way, Roosevelt Avenue, and College Way may be required when Tract 3 develops.



**PLAN**  
Scale: 1" = 100'

**ZONING CLASSIFICATION**

C-2

**LEGAL DESCRIPTION**

That portion of Tract "B" of Mount Vernon Short Plat No. MV-8-77, approved April 28, 1977, and recorded April 28, 1977 under Auditor's File No. 865522 in Volume 2 of Short Plats Page 53, records of Skagit County, Washington, lying East of the East line of Leigh Way, being a portion of the Southwest Quarter (SW 1/4) of Section Seventeen (17), Township Thirty-four (34) North, Range Four (4) East of the Willamette Meridian.

Situate in the County of Skagit, State of Washington.

- LEGEND**
- Property Corner
  - 6" diam. Steel Rebar with Yellow Plastic Cap Imprinted: "JUDY" 7506
  - Monument
  - Concrete Nail
  - 6" diam. Steel Rebar with Yellow Plastic Cap Imprinted: "K.C." 6702
  - White Stake
  - Fire Hydrant
  - Manhole

- LOT AREAS**
- Tract 1 = 15,300.944 Sq. Ft. = 0.3513 Acres
  - Tract 2 = 22,501.389 Sq. Ft. = 0.5166 Acres
  - Tract 3 = 182,760.236 Sq. Ft. = 4.1956 Acres
- OWNER - DEVELOPER**
- Ellie Leigh  
1327 McLean Road  
Mount Vernon, Wa.  
Phone: 424-3500

**AUDITOR'S CERTIFICATE**

Filed for the record this 15 day of NOVEMBER, 1983, at 10:00 o'clock A.M., in Volume 865522 of Short Plats of 1983 and recorded under Auditor's File No. 865522 at the request of Ellie Leigh.

*JERRY M. ENTURFF*  
Auditor, Skagit County

**SURVEYOR'S CERTIFICATE**

This map correctly represents a survey made by me or under my direction in conformance with the requirements of City of Mount Vernon Short Plats and Subdivisions Ordinance No. 282 as passed and adopted March 22, 1978.

*Raymond D. Leisao*  
LEISAO & JUDY  
Engineer & Surveyors  
615 Cleveland Avenue  
Mount Vernon, Wa.

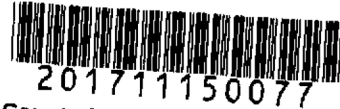
**SHORT PLAT NO. MV-4-84**

**ELLIE LEIGH PROPERTY SURVEY**  
**PORTION TRACT "B", SHORT PLAT NO. MV-8-77**  
LYING EAST OF LEIGH WAY  
PTN. SW 1/4, SEC. 17, T. 34 N., R. 4 E. W.M.  
MOUNT VERNON, WASHINGTON

vol 6 SP P9 134

AFTER RECORDING MAIL TO:

Brighton Square, LLC  
PO Box 1541  
Mukilteo, WA 98275



Skagit County Auditor  
11/15/2017 Page 1 of 3 \$78.00  
1:28PM

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX  
2017 5354  
NOV 15 2017

Amount Paid \$ 129,945.00  
Skagit Co. Treasurer

Filed for Record at Request of:  
First American Title Insurance Company National Commercial  
Services

By *MM* Deputy

Space above this line for Recorders use only

GUARDIAN NORTHWEST TITLE CO.

112298

**STATUTORY WARRANTY DEED**

File No: **NCS-862008-WA1 (cas)**

Date: November 15, 2017

Grantor(s): **NWOS Properties, LLC**

Grantee(s): **Brighton Square, LLC**

Abbreviated Legal: **SECTION 17, TOWNSHIP 34 NORTH, RANGE 4 EAST; PTNS. SW 1/4  
(AKA LOTS 3 4 AND 5, MV-BSP-02-001 AND LOTS 5-7 AND PTN. LOT 4, BSP-MV-1-98)**

Parcel No.: **P121639, 8051-000-004-0000, P121640, 8051-000-005-0000, P114427,  
8021-000-007-0000**

Additional Legal on page:

Assessor's Tax Parcel No(s): **P121639, 8051-000-004-0000, P121640, 8051-000-005-  
0000, P114427, 8021-000-007-0000**

**THE GRANTOR(S) NWOS Properties, LLC, a Washington limited liability company** for and in consideration of **Ten Dollars and other Good and Valuable Consideration**, in hand paid, conveys, and warrants to **Brighton Square, LLC, a Washington limited liability company**, the following described real estate, situated in the County of **Skagit**, State of **Washington**.

**LEGAL DESCRIPTION:** Real property in the County of Skagit, State of Washington, described as follows:

**THE LAND REFERRED TO IN THIS REPORT/POLICY IS SITUATED IN THE STATE OF WASHINGTON, COUNTY OF SKAGIT, AND IS DESCRIBED AS FOLLOWS:**

**PARCEL "A":**

**LOT 3 AND THE NORTH 1/2 OF LOT 4 OF BINDING SITE PLAN NO. MV-BSP-02-001, APPROVED MAY 11, 2004, RECORDED MAY 26, 2004 UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 200405260057, BEING A PORTION OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M.**

**SITUATE IN THE CITY OF MOUNT VERNON, COUNTY OF SKAGIT, STATE OF WASHINGTON.**

**PARCEL "B":**

**LOT 5 AND THE SOUTH 1/2 OF LOT 4 OF BINDING SITE PLAN NO. MV-BSP-02-001, APPROVED MAY 11, 2004, RECORDED MAY 26, 2004 UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 200405260057, BEING A PORTION OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M.**

**SITUATE IN THE CITY OF MOUNT VERNON, COUNTY OF SKAGIT, STATE OF WASHINGTON.**

**PARCEL "C":**

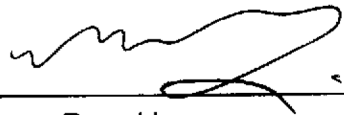
**THE SOUTH 44.96 FEET OF LOT 4, ALL OF LOTS 5, 6 AND 7, MOUNT VERNON BINDING SITE PLAN NO. BSP MV-1-98, RECORDED APRIL 20, 1999 UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 9904200113, BEING A PORTION OF THE EAST 1/2 OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M.**

**TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER, ACROSS AND UNDER THE NORTH 18 FEET OF THE SOUTH 62.96 FEET OF THE WEST 180 FEET OF LOT 4, OF SAID BINDING SITE PLAN.**

**SITUATE IN THE CITY OF MOUNT VERNON, COUNTY OF SKAGIT, STATE OF WASHINGTON.**

Subject To: This conveyance is subject to covenants, conditions, restrictions and easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey.

NWOS Properties, LLC, a Washington limited liability company

By:   
Name: Dawei Lu  
Title: Member

APN:

Statutory Warranty Deed  
- continued

File No.: NCS-862008-WA1 (cas)

STATE OF Washington )  
 )-ss  
COUNTY OF Skagit )

I certify that I know or have satisfactory evidence that Dawei Lu  
is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they  
signed this instrument, on oath stated that he/she/they is/are authorized to execute the  
instrument and acknowledged it as the Managing Partner of **NWOS  
Properties, LLC** to be the free and voluntary act of such party(ies) for the uses and purposes  
mentioned in this instrument.

Dated: 11/13/17

Karen Hammer  
Karen Hammer

Notary Public in and for the State of Washington

Residing at: Snohomish

My appointment expires: 07/01/19

