

Project Submittal

MOUNT VERNON RV PARK EXPANSION

18370 Cascade Street
Mount Vernon, WA 98273
Applicant: Douglas Barnet

Parcel P102004



Prepared for City of Mount Vernon
Community & Economic Development Department

By Semrau Engineering & Surveying





MASTER LAND USE APPLICATION FORM

FILE NUMBER: _____

PROPERTY OWNER(S):	
<i>(If there is more than one legal owner, please attach an additional notarized Master Application for each owner)</i>	
NAME:	Douglas J. Barnet
ADDRESS:	19395 Conway Hill Rd.
CITY/STATE:	ZIP:
Mount Vernon, WA 98274	
TELEPHONE NUMBER and EMAIL ADDRESS:	
(360) 941-3804; dbarnet@wavecable.com	
APPLICANT (if other than owner):	
NAME:	Same
COMPANY:	(If applicable)
ADDRESS:	
CITY/STATE:	ZIP:
TELEPHONE NUMBER and EMAIL ADDRESS:	
CONTACT (If this section is completed, correspondence will only be sent to this individual, if left blank, materials will only be sent to the property owner):	
NAME:	John B. Semrau, P.E. & P.L.S.
ADDRESS:	2118 Riverside Dr., Suite 208
CITY/STATE:	ZIP:
Mount Vernon, WA 98273	
TELEPHONE NUMBER and EMAIL ADDRESS:	
(360) 424-9566; john@semrau.com	

PROJECT INFORMATION
Project or development name:
Comprehensive Plan Amendment
Property/project address(es)/location:
18370 Cascade St., Mount Vernon, WA 98273
<small>A copy of the site legal description from either: 1) a recent title report; or 2)a description written and/or reviewed by a P.L.S., must be attached.</small>
Skagit County Assessor's parcel number(s):
P102004
Existing land use(s):
URR, Urban Reserve Residential
Proposed land uses:
Commercial, Trailer/RV Park
Existing Comprehensive Plan designation:
SF-HI, High Density SF (R-1, 5.0 or 7.0)
Proposed Comprehensive Plan designation (if applicable):
General Commercial
Existing Zoning designation:
URR, Urban Reserve Residential
Proposed Zoning designation (if applicable):
C-2, General Commercial District
Site Area (sq. ft. or acreage):
1.07 Acres
Project value:
Is the site located in any type of environmentally sensitive area?
No

PROJECT CONTACTS

It is imperative that the members of the City Council, Planning Commission and that the Hearing Examiner know all of the people involved with your application so that they can act without any conflict of interest charges or violations of the appearance of fairness doctrine. Therefore, the following information MUST be complete and MUST be updated when new companies or individuals become involved with your project. **The following persons are associated with this project. Attach additional pages as necessary to ensure complete disclosure:**

Developers: Douglas J. Barnett	Address: 19395 Conway Hill Rd. Mount Vernon, WA 98274	Phone and Email Address: (360) 941-3804 dbarnet@wavecable.com
Architect:	Address:	Phone and Email Address:
Engineer: Douglas J. Barnett	Address: same as above	Phone and Email Address: same as above
Surveyor: Semrau Engineering & Surveying	Address: 2118 Riverside Dr. Suite 208 Mount Vernon, WA 98273	Phone and Email Address: (360) 424-9566 john@semrau.com
Title Company: Land Title & Escrow	Address: 111 E. George Hopper Rd. Burlington, WA 98233	Phone and Email Address: (360) 707-2158 Kerry@ltpco.com
Lender/Loan Officer:	Address:	Phone and Email Address:
Attorney:	Address:	Phone and Email Address:
Contractors:	Address:	Phone and Email Address:
Real Estate Agents:	Address:	Phone and Email Address:
Investors:	Address:	Phone and Email Address:
Other parties providing similar, significant services:	Address:	Phone and Email Address:

ACKNOWLEDGEMENTS

The following statements MUST be read and initialed by the property owner. Land Use applications involve many steps and processes; and most applications are conditioned through the process. The following disclosure statements involve items that the Community & Economic Development Department wishes to bring to your attention at the beginning of a project. The following statements in no way contain all of the conditions that could be applied to your project, but rather, are conditions that could seem out of the ordinary to an applicant who does not regularly work with land use codes.

OWNER'S INITIALS:	LAND USE PERMITTING DISCLOSURE STATEMENTS:
DJB	I understand that land use permits do not authorize earth disturbing activities, the removal of vegetation, or the construction of buildings. I understand that additional permits will be required after my land use permitting process is completed. I understand that no earth disturbing activities (including the removal vegetation) may take place until after my land use process is complete, and only after I have received additional permits such as Fill & Grade, Utility, or Right-of-Way permit(s). Additionally, I understand that structures can not be constructed until after my land use permitting processes are complete and I receive a Building Permit(s).
DJB	I understand that if critical areas (wetlands, streams, steep slopes, et cetera) are found on or near my property I will be required to leave an undisturbed buffer area around the critical area. I also understand that depending upon the size and scope of my project that I may be required to enhance a critical area buffer.
DJB	I understand that depending upon the size and scope of my project, I may be required to provide maintenance and/or performance bonds for items such as landscaping, public roads and/or public utilities that I construct or install.
DJB	I understand that depending on the type of critical areas on or near my property I may be required to provide both monitoring and maintenance bonds for work within a critical area buffer. I also understand that if I choose to utilize the ecosystem alternative within the City's Critical Areas Ordinance I will be required to "buy down" the buffer and to enhance the buffer areas left on my property.
DJB	I understand that I am solely responsible for providing complete and accurate information to the City. I understand that if my application is missing information or if inaccurate materials are submitted, my land use process will be delayed. I understand that depending on how inaccurate and how incomplete my application is or becomes, the Community & Economic Development Department could require an entirely new application to be submitted. I understand that when and if conditions change from that which my application originally represented, I am responsible for letting the planner assigned to my project know.
DJB	I understand that I am applying for permits from the City of Mount Vernon only; and that additional permits from other Federal and State agencies will likely be required. I understand that the City of Mount Vernon can not advise me of permits that are required from other agencies, and that I must contact these agencies to make sure I comply with their requirements. These agencies include (but are in no way limited to): Corps of Engineers, Department of Natural Resources, Department of Ecology, and Northwest Clean Air Agency.
DJB	I understand that I may be required to properly and timely post a pink land use sign on my property during my land use permitting process. I understand that I am responsible for making sure that this sign continues to be posted on my property until my land use process is completed; and I understand that I am responsible for removing and disposing of this sign once my land use process is completed.
DJB	I understand that I will be responsible for paying consultants that the City may deem necessary to review certain aspects of my application. I understand that these consultant reviews could include traffic concurrency, critical area, landscaping, et cetera.

Fee Calculations
Please note that CEDD staff uses this area to calculate the application fees for all submittals.

Annexation	\$ _____
Binding Site Plan	\$ _____
Boundary Line Adjustment	\$ _____
Comprehensive Plan Amendment	\$ _____
Conditional Use Permit, Administrative	\$ _____
Conditional Use Permit	\$ _____
Critical Area Permit	\$ _____
Design Review	\$ _____
Environmental Review (SEPA)	\$ _____
Environmental Review with critical areas	\$ _____
Fill and Grade Permit	\$ _____
Landscape Modifications	\$ _____
Major Modification	\$ _____
Master Plan	\$ _____
Non-Conforming	\$ _____
Other Permit Write in Below:	
	\$ _____

Plat, Preliminary	\$ _____
Planned Unit Development	\$ _____
Rezones	\$ _____
Shoreline Permits:	
Conditional Use	\$ _____
Substantial Development	\$ _____
Variance	\$ _____
Short Plat, Preliminary	\$ _____
Site Plan Approval	\$ _____
Special Use Permit	\$ _____
Special Use Permit for ADU	\$ _____
Temporary Use Permit	\$ _____
Transportation Concurrency	\$ _____
Variations, Administrative	\$ _____
Variations	\$ _____
Postage	\$ _____
Land Use Signs:	\$ _____

AFFIDAVIT OF OWNERSHIP
Only the property owner or an authorized representative may sign this form. If your title report lists a company, partnership or other owners you must submit evidence that you are authorized to sign on behalf of the entity or others that are listed. If you are an authorized representative you must provide a signed and notarized statement from the property owner(s) that you are authorized to sign on their behalf. Please attached additional signature sheets if there are more than one owner.

I, Douglas J. Barnett, declare that I am (please check one) the owner of the property involved in this application, _____ the authorized representative to act for the property owner (proof of authorization must be attached), and that the statements and answers herein contained and the infoamtion herewith submitted are in all respects true and correct to the best of my knowledge and belief.

Applicant Signature: Douglas J. Barnett

On this, the 2nd day of JANUARY, 2018 before me personally appeared DOUGLAS J. BARNET known to me to be the same person whose name is subscribed to the within instrument and acknowledged that he/she voluntarily executed the same for the purpose therein contained.



IN WITNESS WHEREOF, I hereunto set my hand and official seal.
[Signature]
Notary Public in and for the State of Washington
Residing at MOUNT VERNON
My Appointment Expires 10-31-2018

	A	B	C	D	E	F	G	H	I	J	K	L
	PNumber	OwnerName	OwnerAdd1	OwnerAdd2	OwnerAdd3	OwnerCity	Own	OwnerZ	SitusStNo	SitusStName	SitusCSZ	
2	P102004	BARNET DOUGLAS J	BARNET KIMBERLY J	19395 CONWAY HILL RD		MOUNT VERNON	WA	98274	18370	CASCADE STREET	MOUNT VERNON	WA 98273
3	P102210	WESTSIDE BUSINESS CENTER LLC	ATTN PIRKLE LAW FIRM INC PS	PO BOX 1788		MOUNT VERNON	WA	98273	1220	MEMORIAL HWY	MOUNT VERNON	WA 98273
4	P131690	BROOKS KERRI	17635 DUNBAR RD			MOUNT VERNON	WA	98273	17635	DUNBAR RD	MOUNT VERNON	WA 98273
5	P26305	MOORES MARGARET L & MOORES LEE S	18111 S TAPPS DR E			LAKE TAPPS	WA	98391				
6	P26317	MOORES MARGARET L & MOORES LEE S	18111 S TAPPS DR E			LAKE TAPPS	WA	98391				
7	P26318	MOORES MARGARET L & MOORES LEE S	18111 S TAPPS DR E			LAKE TAPPS	WA	98391				
8	P26319	SKAGIT STATE BANK		PO BOX 285		BURLINGTON	WA	98233	1301	MEMORIAL HWY	MOUNT VERNON	WA 98273
9	P26327	MILLS LARRY		15250 PORTER ST		MOUNT VERNON	WA	98273	15250	PORTER STREET	MOUNT VERNON	WA 98273
10	P26333	CAHILL BRYCE	CAHILL BONNIE	18379 W LINCOLN ST		MOUNT VERNON	WA	98273	18379	LINCOLN STREET	MOUNT VERNON	WA 98273
11	P26334	WISDOM JOHN F & WISDOM DELLA M	18373 LINCOLN ST			MOUNT VERNON	WA	98273	18373	LINCOLN STREET	MOUNT VERNON	WA 98273
12	P26335	KELLY VARYL YVONNE		3402 MARTIN RD		MOUNT VERNON	WA	98273	18398	CASCADE STREET	MOUNT VERNON	WA 98273
13	P26337	MARQUEZ CATHERINE D		18365 LINCOLN ST		MOUNT VERNON	WA	98273	18365	WEST LINCOLN STREET	MOUNT VERNON	WA 98273
14	P26343	DEARING JEFFREY		PO BOX 293		PORT HADLOCK	WA	98339	18379	CASCADE STREET	MOUNT VERNON	WA 98273
15	P26346	FRALEY LINDA M	14323 RIVERBEND ROAD			MOUNT VERNON	WA	98273	18376	CASCADE STREET	MOUNT VERNON	WA 98273
16	P26347	FEIS DEBBIE JEAN & FEIS CHARLES H III	1016 W LINCOLN ST			MOUNT VERNON	WA	98273	1016	W LINCOLN ST	MOUNT VERNON	WA 98273
17	P26348	SANCHEZ HECTOR E	18382 CASCADE STREET			MOUNT VERNON	WA	98273	18382	CASCADE STREET	MOUNT VERNON	WA 98273
18	P26350	CARREON CARLOS JAMES	MCKENRICK SABRINA L		18395 CASCADE STREET	MOUNT VERNON	WA	98273	18395	CASCADE STREET	MOUNT VERNON	WA 98273
19	P26351	BARB ALISON REAL ESTATE COMPANY LLC			5850 BUTTRAM LANE	ANACORTES	WA	98221	18391	CASCADE STREET	MOUNT VERNON	WA 98273
20	P26352	ST JULIEN PAUL V	ST JULIEN JACKLYN L		1966 GRAND	FERNDALE	WA	98248	1026	W LINCOLN ST	MOUNT VERNON	WA 98273
21	P26368	CAVAZOS JOSE R & CAVAZOS PETRA	15252 PORTER ST			MOUNT VERNON	WA	98273	15252	PORTER STREET	MOUNT VERNON	WA 98273
22	P26398	LDW INVESTMENTS LLC		1200 W DIVISION ST		MOUNT VERNON	WA	98273	1200	W DIVISION ST	MOUNT VERNON	WA 98273
23	P26668	MOORES MARGARET L & MOORES LEE S	18111 S TAPPS DR E			LAKE TAPPS	WA	98391	18414	DUNBAR ROAD	MOUNT VERNON	WA 98273
24	P26670	WALKER JAKE			15256 PORTER STREET	MOUNT VERNON	WA	98273	15256	PORTER STREET	MOUNT VERNON	WA 98273
25	P26671	TORRES JOSE	18371 CASCADE ST			MOUNT VERNON	WA	98273	18371	CASCADE STREET	MOUNT VERNON	WA 98273
26	P26672	PHILLIPS CLAIRE H		18364 LINCOLN ST		MOUNT VERNON	WA	98273	18364	LINCOLN STREET	MOUNT VERNON	WA 98273
27	P26673	MOUNT VERNON RV PARK LLC		1229 MEMORIAL HWY		MOUNT VERNON	WA	98273	1229	W DIVISION	MOUNT VERNON	WA 98273
28	P26674	MOUNT VERNON RV PARK LLC		1229 MEMORIAL HWY		MOUNT VERNON	WA	98273	1229	MEMORIAL HIGHWAY	MOUNT VERNON	WA 98273
29	P26675	JTS LANDING NURSERY LLC	16992 SOCKEYE DR			MOUNT VERNON	WA	98274	1121	W DIVISION ST	MOUNT VERNON	WA 98273
30	P26676	ROLFSON PROPERTIES		1105 W DIVISION ST		MOUNT VERNON	WA	98273	1105	W DIVISION ST	MOUNT VERNON	WA 98273
31	P26680	GERRIOR DON & GERRIOR LUCINDA LEE		1101 W DIVISION ST		MOUNT VERNON	WA	98273	1101	W DIVISION ST	MOUNT VERNON	WA 98273
32	P26683	JTS LANDING NURSERY LLC	16992 SOCKEYE DR			MOUNT VERNON	WA	98274				
33	P53737	CRUSE JAMES A & CRUSE PATRICIA	1304 MEMORIAL HWY			MOUNT VERNON	WA	98273	1304	MEMORIAL HWY	MOUNT VERNON	WA 98273
34	P53738	CRUSE JAMES A & CRUSE PATRICIA	1304 MEMORIAL HWY			MOUNT VERNON	WA	98273	1304	MEMORIAL HWY	MOUNT VERNON	WA 98273
35	P53739	CRUSE JAMES A & CRUSE PATRICIA	1304 MEMORIAL HWY			MOUNT VERNON	WA	98273	1304	MEMORIAL HWY	MOUNT VERNON	WA 98273
36	P53740	RIVAS INC	C/O RIVAS ADOLOPH	1320 STATE ROUTE 536		MOUNT VERNON	WA	98273	1320	MEMORIAL HWY	MOUNT VERNON	WA 98273
37	P53741	RIVAS INC	C/O RIVAS ADOLOPH	1320 STATE ROUTE 536		MOUNT VERNON	WA	98273	1320	MEMORIAL HWY	MOUNT VERNON	WA 98273
38	P99235	CRUSE JAMES A & CRUSE PATRICIA	1304 MEMORIAL HWY			MOUNT VERNON	WA	98273				

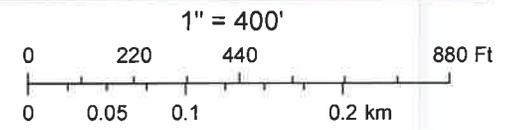
300' BUFFER, 18370 Cascade St.



January 16, 2018

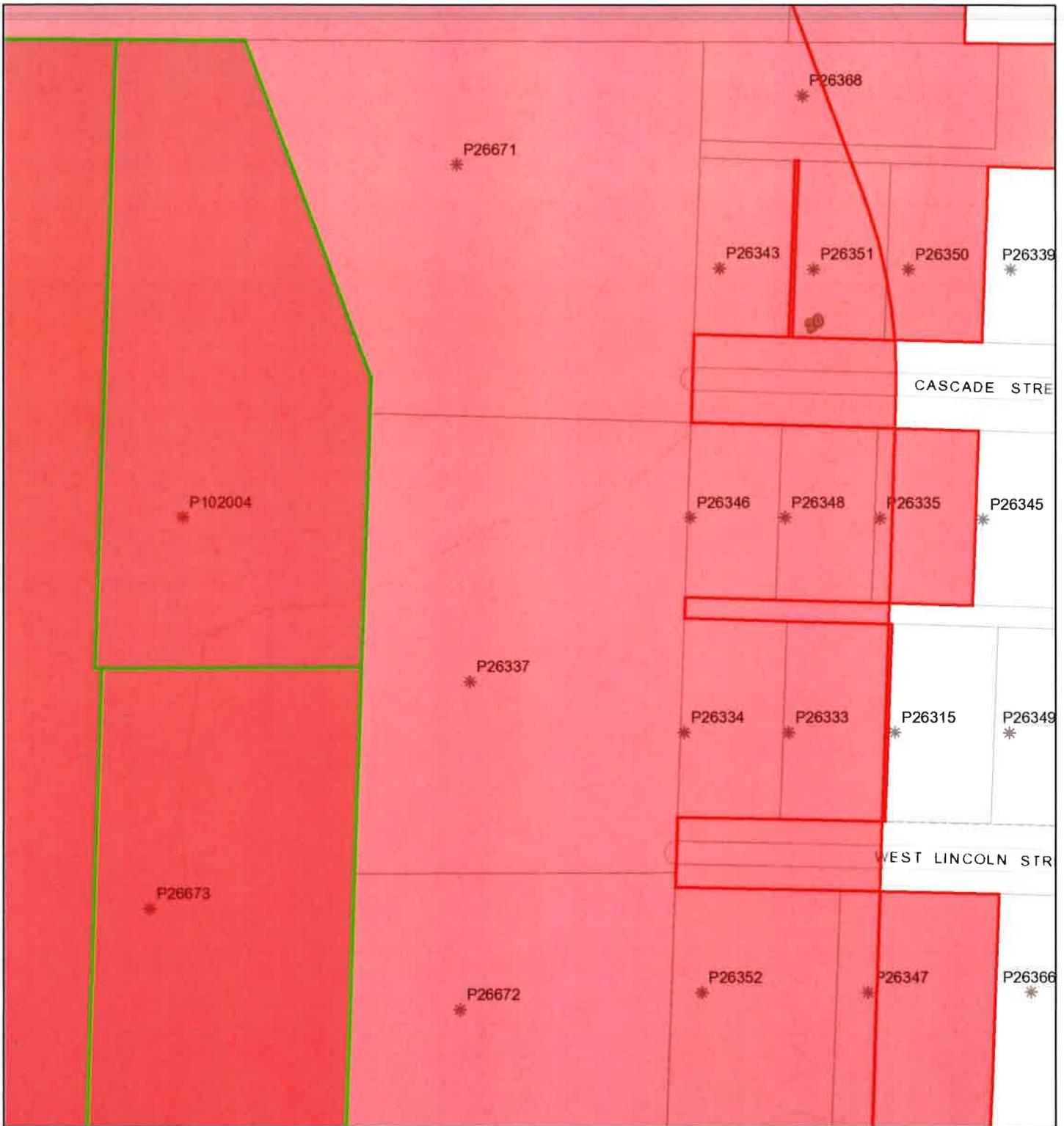
Legend

- County Boundary
- Senior Citizen Accounts
- Mobile Home Only Accounts
- Building Only Accounts
- Land Accounts
- Pre Tax Account Property
- Tax Parcels



Data Accuracy Warning: All GIS data was created from available public records and existing map sources. Map features have been adjusted to achieve a best-fit registration. While great care was taken in this process, maps from different sources rarely agree as to the precise location of geographic features. Map discrepancies can be as great as 300 feet.

300' BUF. ER, Close-Up, 18370 Cascade St.

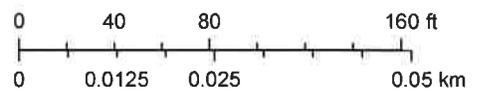


January 16, 2018

1" = 80'

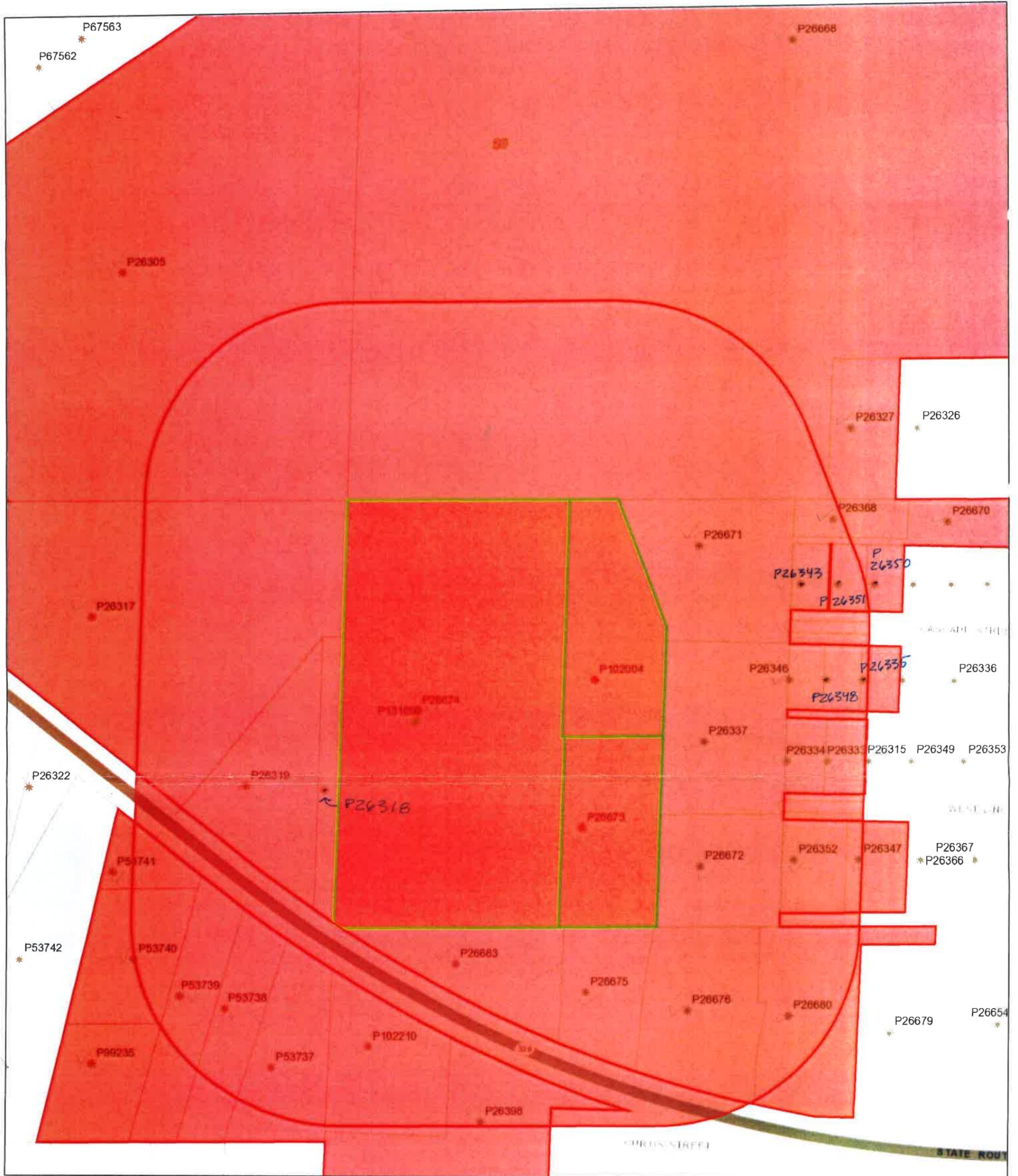
Legend

- | | |
|---------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|
|  County Boundary |  Building Only Accounts |
| Tax Parcel Numbers |  Tax Parcels |
|  Land Accounts |  Pre Tax Account Property |
|  Senior Citizen Accounts | |
|  Mobile Home Only Accounts | |



Data Accuracy Warning: All GIS data was created from available public records and existing map sources. Map features have been adjusted to achieve a best-fit registration. While great care was taken in this process, maps from different sources rarely agree as to the precise location of geographic features. Map discrepancies can be as great as 300 feet.

300' BUFFER, 18370 Cascade St.

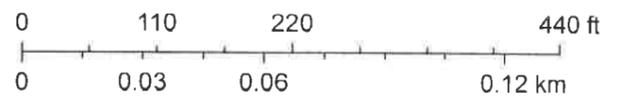


January 16, 2018

1" = 150'

Legend

- ⋯ County Boundary
- ⋆ Tax Parcel Numbers
- Land Accounts
- Senior Citizen Accounts
- Mobile Home Only Accounts
- Building Only Accounts
- Tax Parcels
- Pre Tax Account Property



Data Accuracy Warning: All GIS data was created from available public records and existing map sources. Map features have been adjusted to achieve a best-fit registration. While great care was taken in this process, maps from different sources rarely agree as to the precise location of geographic features. Map discrepancies can be as great as 300 feet.

D. supplemental sheet for nonproject actions [\[help\]](#)

(IT IS NOT NECESSARY to use this sheet for project actions)

Because these questions are very general, it may be helpful to read them in conjunction with the list of the elements of the environment.

When answering these questions, be aware of the extent the proposal, or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise?

Emissions to air would be typical of vehicles accessing the site. The normal sounds of people in the RV sites would be compatible with the existing RV Park and would not be a disruptive noise.

Proposed measures to avoid or reduce such increases are:

No drainage improvements are proposed for this rezone. The site drains by infiltration and no problems have been observed.

2. How would the proposal be likely to affect plants, animals, fish, or marine life?

A larger area of the site would be in impervious surface with the RV Park Expansion proposal. Landscaping will be in compliance with City of Mount Vernon and could be an improvement. Proposal is not likely to adversely affect plants or animals.

Proposed measures to protect or conserve plants, animals, fish, or marine life are:

A TESC Plan would be in place for construction of new access roads and paths.

3. How would the proposal be likely to deplete energy or natural resources?

Proposal would not anticipated to deplete energy or natural resources.

Proposed measures to protect or conserve energy and natural resources are:

None proposed.

4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection; such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, floodplains, or prime farmlands?

Site is not an environmentally sensitive area.

Proposed measures to protect such resources or to avoid or reduce impacts are:

n/a

5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?

Site is not within 200' of shoreline.

Proposed measures to avoid or reduce shoreline and land use impacts are:

n/a

6. How would the proposal be likely to increase demands on transportation or public services and utilities?

Minimal increased demand is expected on existing transportation and public services from the residents of the RV Park.

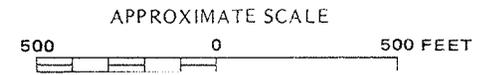
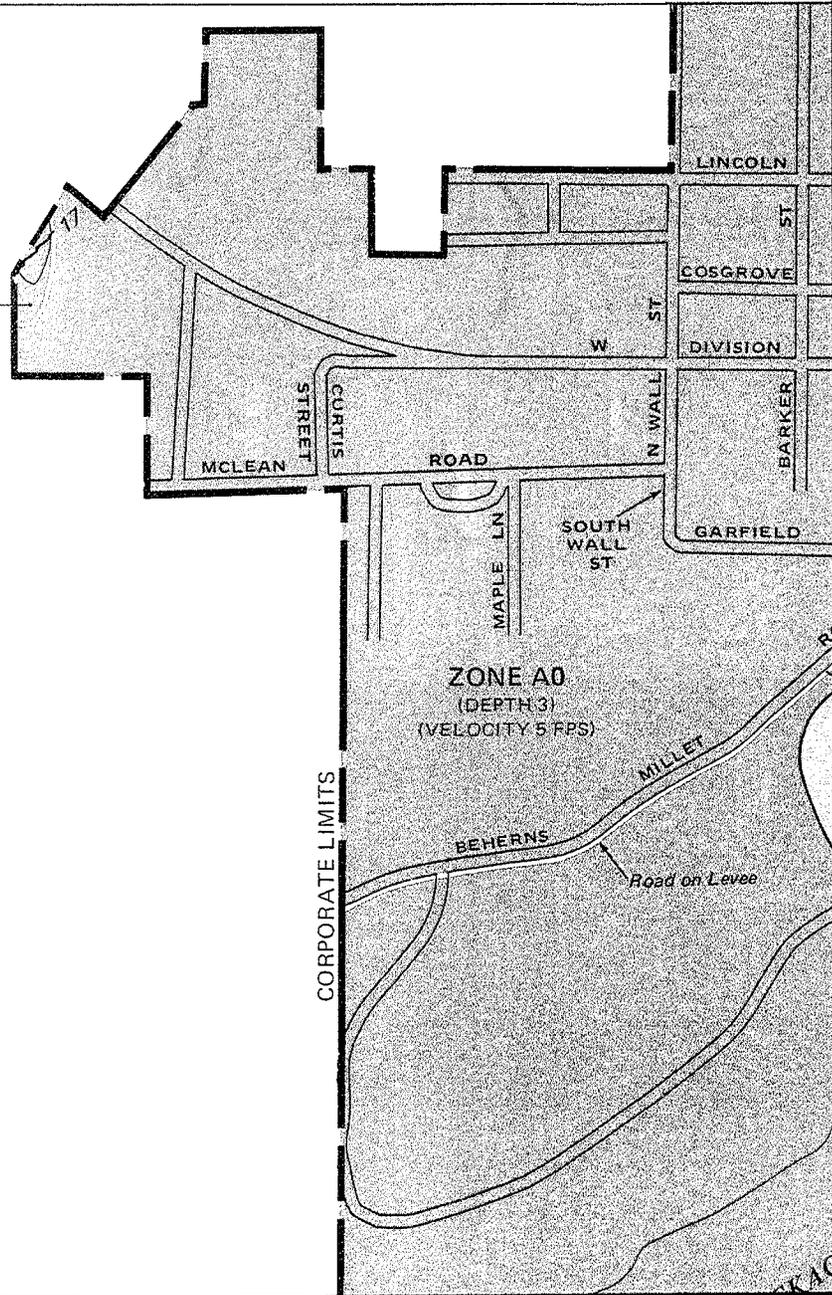
Proposed measures to reduce or respond to such demand(s) are:

None proposed.

7. Identify, if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment.

None known.

ZONE A7



NATIONAL FLOOD INSURANCE PROGRAM

FIRM
FLOOD INSURANCE RATE MAP

CITY OF
MOUNT VERNON,
WASHINGTON
SKAGIT COUNTY

PANEL 2 OF 4
(SEE MAP INDEX FOR PANELS NOT PRINTED)

COMMUNITY-PANEL NUMBER
530158 0002 B

EFFECTIVE DATE:
JANUARY 3, 1985



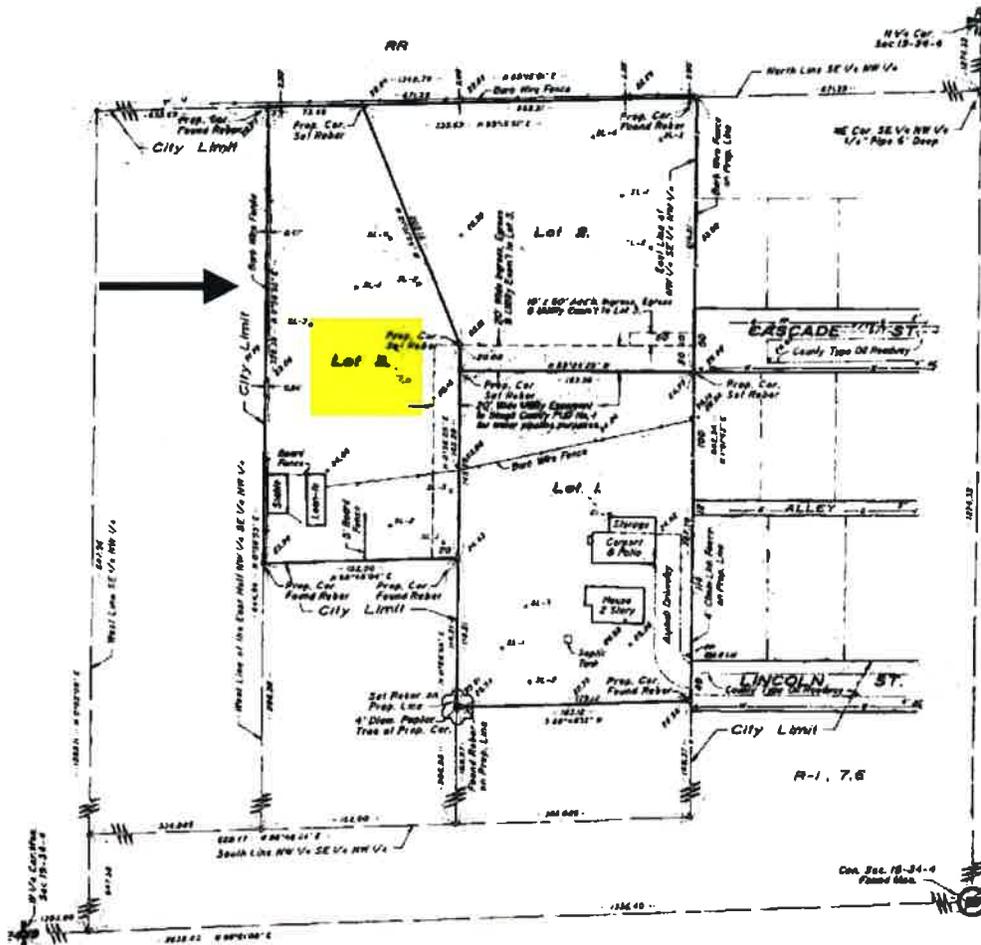
Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.msc.fema.gov



Land Title & Escrow Company
Of Skagit County & Island County
"We deliver results...not just promises"

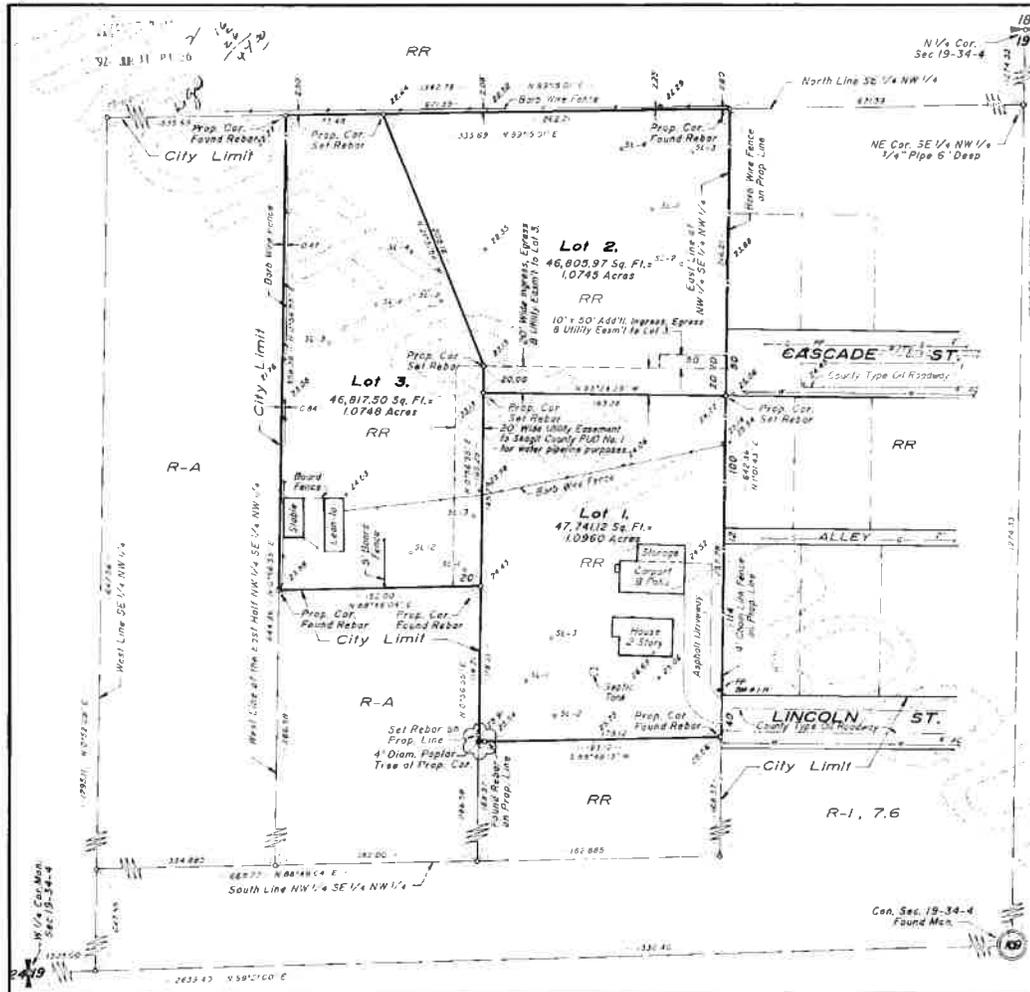
Order No. 01-165960



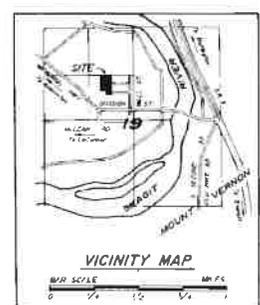
This sketch is a courtesy of LAND TITLE AND ESCROW COMPANY to assist in locating the premises. It is not based on a survey, and the Company assumes no liability for variations, if any, in dimensions and locations. This map does NOT purport to show all highways, roads, or easements affecting the property.

920410070

Sheet 1 of 2 Sheets



PLAN
Scale: 1" = 50'



LEGEND

- Prop. Cor. Properly Corner
- Set Rebar 2" x 8" Diam. x 18" Length Steel Rebar with Yellow Plastic Cap Imprinted: "LEGRO"
- Found Rebar Found 3/4" Diam. x 18" Length Steel Rebar with Yellow Plastic Cap Imprinted: "JUDY" 7559
- Mon. Monument
- Board Fence
- 2" x 8" Wire 1 or Chain Link Fence
- 4" Water Main
- 2" Gas Main
- Overhead Power and TV Cables
- Underground Telephone (Loc. Uncertain)
- Set Log No. 3
- Power Pole
- Ground Eler = 25.06 U.S.C.S. Datum

ZONING CLASSIFICATION

(RR) Residential Reserve

UTILITIES NOTE

The utility locations shown hereon are from field observation where possible and from available utility records of the Cascade Natural Gas Corporation and Public Utility District No. 1 of Skagit County. Water is

AUDITOR'S CERTIFICATE

Filed for the record this 11 day of June 1992, at 2:45 minutes past O'clock P.M. in Volume 22 of Short Plats of pages 92 and 93, and recorded under Auditor's File Number 920410070 at the request of Cheryl Legro, Auditor, Skagit County, by [Signature]



SURVEYOR'S CERTIFICATE

This map correctly represents a survey made by me or under my direction in conformance with the requirements of Skagit County Code 18.08 Short Subdivision Ordinances, at the request of Jeff Howe. LEGRO & ASSOCIATES Engineer & Surveyor 813 Cleveland Avenue Mount Vernon, WA 98273 Phone (206) 336-3220

SHORT PLAT NO. 92 - 010

JEFF HOWE PROPERTY SURVEY
PTN. E 1/2 NW 1/4 SE 1/4 NW 1/4
SEC. 19, T. 34 N., R. 4 E.W.M.
SKAGIT COUNTY, WASHINGTON

use 10 Sp p9 90

GROUND ELEVATIONS

This site lies within the Skagit River Flood Plain. Benchmark elevation and ground elevations (USGS Datum) have been annotated upon the face of this Short Plat.

SEWAGE DISPOSAL

The method of sewage disposal shall be by individual septic drainage systems. The required ratings for lots 1, 2 and 3 of this Short Plat have been recently submitted to and approved by the Skagit County Permit Center and are currently on file therewith. This on-site Sewage System application was submitted to Skagit County Community Development on July 19, 1991 by Northwest Septic for Jeff Howe.

BENCHMARK

Benchmark No. "I-H": Set RR Spike 0.82 feet above ground in South Face Power Pole No. 452200, 163227 located near the Southeast corner of Lot 1 of this Short Plat. Top of RR Spike Elevation = 26.04 Feet U.S.G.S. Datum.

RESTRICTIONS

- The short plat number and date of approval shall be included in all deeds and contracts.
- All maintenance and construction of private roads are the responsibility of the lot owners and responsibility shall be in direct relationship to usage of road.
- Buyer should be aware that this short subdivision is located in the floodplain and significant elevation may be required for the first living floor of residential construction.
- Alternative on-site sewage disposal system may have special design, construction and maintenance requirements. See Skagit County Health Officer for details.

SUBDIVISION : NW 1/4 SEC. 19-34-4



Bar Scale: 0 500 1000 1500 2000 Feet. Scale: 1" = 600'

LEGAL DESCRIPTION

The East 1/2 of the Northwest 1/4 of the Southeast 1/4 of the Northwest 1/4 of said Section, and an existing fence running North and South located approximately along the West line of the East 1/2 of the Northwest 1/4 of the Southeast 1/4 of the Northwest 1/4, hence East along said South line 152 feet, more or less, to the point of intersection with the East side of another fence running North and South, or the projection South thereof, thence North along the East side of said East side of said fence and/or the South and North projections thereof a distance of 206.58 feet, more or less, to another fence running East and West or the East extension thereof, thence West along said East and West fence and/or the East extension thereof 122 feet, more or less, to the existing fence heretofore described as running North and South and located approximately along the West line of the East 1/2 of the Northwest 1/4 of the Southeast 1/4 of the Northwest 1/4 of said Section, thence South along said fence line 206.58 feet, more or less, to the place of beginning.

2. Beginning at the Southwest corner of said subdivision, thence North 88 degrees 47' 52" East along the South line of said subdivision 152 feet to the true point of beginning of this description, thence North 0 degrees 57' 10" East along said existing fence line and parallel with the West line of said subdivision 163.37 feet, thence North 88 degrees 48' 33" East 163.16 feet to the East line of said subdivision, thence South 1 degree 02' West, along the East line of said subdivision 163.37 feet to the South line of said subdivision, thence South 88 degrees 47' 52" West 162.92 feet to the true point of beginning.

SUBJECT TO an Unrecorded Easement in favor of Puget Sound Power and Light Company as disclosed by Skagit County Assessor's Tax Account No. 193404-2-005-0006. Situate in the County of Skagit, State of Washington.

APPROVALS

Examined and approved this 14th day of June 1992, by the Planning Department of Skagit County, Washington.

Examined and approved this 15th day of June 1992, by the County Engineer of Skagit County, Washington.

TREASURER'S CERTIFICATE

This is to certify that all taxes here-to-fore levied and which have become a lien upon the lands herein described have been fully paid and discharged according to the records of my office up to and including the year of 1992.

This 15th day of June 1992

WATER SUPPLY

Water of sufficient quantity and/or quality for normal domestic purposes is available from the Skagit County Public Utility District No. 1, 4 water mains located in Cascade Street and Lincoln Street abutting this Short Plat.

NOTES

- Legal Description furnished by First American Title Company of Skagit County, Order No. 34478, dated January 29, 1992, of 8:00 A.M.
- Instrumentation: TOPCON GTS - 2B (20)
 - Theodolite
 - Min. Horiz. Circle Reading of 20" E.D.M.
 - Accuracy ± 15mm + 5ppm
- The bearing reference for this survey is based upon existing monumentation on the East line and the South line of the NW 1/4 of Section 19, T 34 N, R 4 E, W.M., as being N 171° 25' E and N 88° 21' 00" E, respectively. The section subdivision is based upon the "Insert of Subdivision as prepared by Frank Gilkey, Registered Engineer and Land Surveyor, for the plat of "MOORES SUBURBAN TRACTS" by that instrument recorded March 29, 1946 in Vol. 5 of Plats of page 32, records of Skagit County, Washington.

OWNER - DEVELOPER

Jeff Howe
1025 Lincoln Street
Mount Vernon, WA 98273
Phone: (206) 424-1282

OWNER'S CERTIFICATE

Know all men by these presents, that we, the undersigned, owners of the land included within this SHORT PLAT do hereby CERTIFY that the decision to make this SHORT PLAT was our free act and deed, and in witness whereof we have caused our names to be hereto subscribed this 15th day of March 1992.

Jeff Howe
Michelle M. Howe
William A. Ericson
Olga M. Ericson

ACKNOWLEDGEMENT

State of Washington } S.S.
County of Skagit }
On this 15th day of March 1992, personally appeared before me JEFF HOWE and MICHELLE M. HOWE husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledged to me they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Notary Public in and for the State of Washington, residing at Mount Vernon, Commission Expires March 10, 1993

ACKNOWLEDGEMENT

State of Washington } S.S.
County of Skagit }
On this 15th day of March 1992, personally appeared before me WILLIAM A. ERICSON and OLGA M. ERICSON husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledged to me they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Notary Public in and for the State of Washington, residing at Mount Vernon, Commission Expires March 10, 1993



SURVEYOR'S CERTIFICATE
This map correctly represents a survey made by me or under my direction in conformance with the requirements of Skagit County Code 14.08 Short Subdivision Ordinance, at the request of Jeff Howe.
LEGRO & ASSOCIATES
Engineer & Surveyor
810 Cleveland Avenue
Mount Vernon, WA 98273
Phone: (206) 336-3220
Gwynne D. Legro
Registered Professional
Engineer & Land Surveyor
Date: 4-13-92

SHORT PLAT NO. 92 - 010
JEFF HOWE PROPERTY SURVEY
PTN. E 1/2 NW 1/4 SE 1/4 NW 1/4
SEC. 19, T. 34 N., R. 4 E.W.M.
SKAGIT COUNTY, WASHINGTON

9303100049

WATER PIPELINE EASEMENT

THIS AGREEMENT is made this 9th day of March, 1993, between JESUS A. JIMENEZ AND MARIA S. JIMENEZ, husband and wife, hereinafter referred to as "Grantor", and PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY, WASHINGTON, a Municipal Corporation, hereinafter referred to as "District". Witnesseth:

WHEREAS, Grantor is the owner of certain lands and premises situated in the County of Skagit, and

WHEREAS, the District wishes to acquire certain rights and privileges along, within, across, under, and upon the said lands and premises.

NOW, THEREFORE, Grantor, for and in consideration of mutual benefits and other valuable consideration, receipt of which is hereby acknowledged, conveys and grants to the District, its successors or assigns, the perpetual right, privilege, and authority enabling the District to do all things necessary or proper in the construction and maintenance of a water line, lines or related facilities, including the right to construct, operate, maintain, inspect, improve, remove, restore, alter, replace, relocate, connect to and locate at any time a pipe or pipes, line or lines or related facilities, along with necessary appurtenances for the transportation of water over, across, along, in and under the following described lands and premises in the County of Skagit, State of Washington, to wit:

The East 20.00 feet of the South 165.29 feet and the South 20.00 feet of the following described tract.

Tract 3 of Short Plat No. 92-010, located in the East half of the Northwest quarter of the Southeast quarter of the Northeast quarter of Section 19, Township 34 North, Range 4 East, W.M.; approved June 11, 1992 and recorded on June 11, 1992, in Volume 10 of Short Plats, pages 90 and 91, under Auditor's File No. 9106110070, Records of Skagit County, Washington.

together with the right of ingress to and egress from said lands across adjacent lands of the Grantor; also, the right to cut and/or trim all brush, timber, trees or other growth standing or growing upon the lands of the Grantor which, in the opinion of the District, constitutes a menace or danger to said line or to persons or property by reason of proximity to the line. The Grantor agrees that title to all timber, brush, tress, other vegetation or debris trimmed, cut, and removed from the easement pursuant to this Agreement is vested in the District.

Grantor, its heirs, successors, or assigns hereby conveys and agrees not to construct or permit to be constructed structures of any kind on the easement area without written approval of the General Manager of the District. Grantor shall conduct its activities and all other activities on Grantor's property so as not to interfere with, obstruct or endanger the usefulness of any improvements or other facilities, now or hereafter maintained upon the easement or in any way interfere with, obstruct or endanger the District's use of the easement.

The Grantor also agrees to and with the District that the Grantor lawfully owns the land aforesaid, has a good and lawful right and power to sell and convey same, that same is free and clear of encumbrances except as indicated in the above legal description, and that Grantor will forever warrant and defend the title to said easement and the quiet possession thereof against the lawful claims and demands of all persons whomsoever.

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax

MAR 10 1993

9303100049

Page 1 of 2

PUBLIC UTILITY DIST. #1 SKAGIT CO.
1415 Freeway Drive
P. O. Box 1436
Mount Vernon, Washington 98273-1436

Amount Paid
By [Signature] Skagit Co. Treasurer
Def [Signature]

BK 1170PG0128

Any mortgage on said land held by a mortgagee is hereby subordinated to the rights herein granted to the District; but in all other respects the mortgage shall remain unimpaired.

In Witness Whereof, the Grantor hereunto sets his hand and seal this 9th day of March, 1993.

Jesus Jimenez
JESUS A. JIMENEZ

Maria S. Jimenez
MARIA S. JIMENEZ

STATE OF WASHINGTON
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that Jesus A. Jimenez is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Mary A. Thorene 3-9-93
Notary Public in and for the State of Washington Date

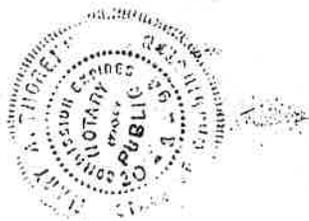
My appointment expires: 10-1-94

STATE OF WASHINGTON
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that Maria S. Jimenez is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Mary A. Thorene 3-9-93
Notary Public in and for the State of Washington Date

My appointment expires: 10-1-94



RECORDS SECTION
SKAGIT COUNTY'S ADDRESS:
93 MAR 10 AM 1:16
REQUEST BY _____



201703270070

Skagit County Auditor

3/27/2017 Page

1 of

7 9:28AM

\$79.00

MICHELLE JENSEN, AUSA
UNITED STATES ATTORNEY'S OFFICE
700 STEWART STREET, SUITE 5220
SEATTLE, WA 98101-1271

COVER SHEET

DOCUMENT TITLE: *FINAL ORDER OF FORFEITURE*

REFERENCE NUMBER:

GRANTOR: United States of America

GRANTEE: Hector Hernandez and Nelly Valtierra-Agredano,
husband and wife

LEGAL DESCRIPTION:

Real property commonly known as 18370 Cascade Street, Mount Vernon, Washington, Skagit County Parcel No. P102004 / 340419-2-005-0100; and all its Buildings, Improvements, Appurtenances, Fixtures, Attachments, and Easements, more particularly described as:

Parcel A:

Tract 3 of Skagit County Short Plat No. 92-010, located in the East ½ of the Northwest ¼ of the Southeast ¼ of the Northwest ¼ of Section 19, Township 34 North, Range 4 East, W. M. approved June 11, 1992 and recorded on June 11, 1992 in Volume 10 of Short Plats, Pages 90 and 91, under Auditor's File No. 9206110070, records of Skagit County, Washington.
Situate in Skagit County, Washington

Parcel B:

A non-exclusive easement for ingress, egress and utilities over, across and under the South 20 feet and the North 30 feet of the East 50 feet of Tract 2, Skagit County Short Plat No. 92-010, as delineated and located in the East ½ of the Northwest ¼ of the Southeast ¼ of the Northwest ¼ of Section 19, Township 34 North, Range 4 East, W. M. approved June 11, 1992 and recorded on June 11, 1992 in Volume 10 of Short Plats, Pages 90 and 91, under Auditor's File No. 9206110070, records of Skagit County, Washington.
Situate in Skagit County, Washington

The Hon. Richard A. Jones

CERTIFIED TRUE COPY
ATTEST: WILLIAM M. McCOOL
Clerk, U.S. District Court
Western District of Washington

By [Signature]
Deputy Clerk

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

UNITED STATES OF AMERICA,
Plaintiff,

v.

HECTOR HERNANDEZ-MORENO,
Defendant,

and

NELLIE VALTIERRA-HERNANDEZ,
Third-Party Claimant.

NO. CR14-197RAJ

SETTLEMENT AGREEMENT AND
ORDER APPROVING SETTLEMENT
AND FINAL ORDER OF FORFEITURE

The United States and Claimant Nellie Valtierra-Hernandez, by and through their respective counsel of record, HEREBY AGREE to the following terms in order to settle the interest Claimant Nellie Valtierra-Hernandez has asserted in the real property located at 18370 Cascade Street, Mount Vernon, Washington 98273 (hereafter "the Cascade Street property").

RELEVANT PROCEDURAL FACTS

1
2 1. Defendant Hector Hernandez-Moreno was indicted in this case on July
3 2, 2014 with Conspiracy to Distribute Controlled Substances, in violation of 21
4 U.S.C. §§ 841(a)(1), 841(b)(1)(B) and 846, and Money Laundering, in violation of 18
5 U.S.C. §§ 2 & 1957 (Dkt. No. 1). On January 8, 2016, Mr. Hernandez-Moreno
6 entered pleas of guilty to both charges (Dkt. No. 329). Pursuant to his plea agreement,
7 Mr. Hernandez-Moreno agreed to forfeit his interest in the Cascade Street property on
8 the grounds “more than \$10,000 of the funds [he] used to purchase” it was proceeds
9 from his distribution of controlled substances (*Id.*, ¶¶ 9(e) & 13). Mr. Hernandez-
10 Moreno’s interest in the Cascade Street property was forfeited at his sentencing on
11 April 15, 2016 (Dkt. No. 351).

12 2. Thereafter, the United States published notice of its intent to fully and
13 finally forfeit the Cascade Street property, as required by 21 U.S.C. § 853(n)(1) and
14 Fed. R. Crim. P. 32.2(b)(6)(C) (Dkt. No. 364). The United States also provided direct
15 notice to Mr. Hernandez-Moreno’s wife, Nellie Valtierra-Hernandez, as required by
16 Fed. R. Crim. P. 32.2(b)(6)(A). On June 9, 2016, Ms. Valtierra-Hernandez filed a
17 claim to the Cascade Street property (Dkt. No. 379). No additional parties have filed
18 claims to the Cascade Street property, and the time for doing so has now expired
19 pursuant to 21 U.S.C. § 853(n)(2), Fed. R. Crim. P. 32.2(b)(6), and Fed. R. Civ. P.,
20 Supp. R. G(5)(a)(ii).

21 2. The United States and Ms. Valtierra-Hernandez have completed
22 discovery with respect to her claim, and the discovery period for these ancillary
23 forfeiture proceedings closed on February 17, 2017 (Dkt. No. 410).

24 ///
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27 ///

AGREEMENT

1
2 The United States and Ms. Valtierra-Hernandez (“the Claimant”) (collectively, “the
3 Parties”) agree to the following terms of settlement:

4 1. The Claimant agrees to withdraw her claim to the Cascade Street property and
5 further agrees the Cascade Street property shall be fully and finally forfeited to the United
6 States pursuant to 21 U.S.C. § 853 (providing for the forfeiture of property derived from
7 proceeds of the distribution of controlled substances) and 18 U.S.C. § 982(a)(1) (property
8 involved in money laundering). By agreeing to the forfeiture of the Cascade Street property,
9 the Claimant expressly abandons any and all legal interest she may have in it and expressly
10 waives any right to challenge its forfeiture in this, or any collateral, proceeding. To
11 accomplish forfeiture of the Cascade Street property, the Parties agree to entry of the Order
12 proposed below.

13 2. The Parties agree that, following entry of the Order proposed below,
14 the United States Marshals Service shall sell the Cascade Street property, on behalf of the
15 United States, according to its established procedures. The Parties agree that, pursuant to
16 those procedures, the United States Marshals will pay, from the proceeds of the sale, all
17 necessary costs related to the sale, as well as all delinquent property taxes (which the Skagit
18 County Assessor’s Office identifies to be \$12,745.38 as of March 3, 2017).

19 3. From the remaining “net” proceeds of the sale of the Cascade Street property,
20 the Parties agree the United States will pay the Claimant, via her counsel of record, the
21 amount of \$50,000, *unless* the net proceeds are less than \$100,000, in which case the United
22 States will split the net proceeds with the Claimant. The United States agrees to make the
23 relevant payment in a timely fashion following the sale of the Cascade Street property.

24 4. The Claimant recognizes that the Debt Collection Improvement Act of 1996,
25 31 U.S.C. § 3716, which is administered by the Treasury Offset Program (“TOP”), requires
26 the United States Treasury to offset federal payments to collect certain delinquent debts
27 owed to the United States by a payee. The Claimant recognizes, therefore, that the amount of
28

1 the relevant payment identified in Paragraph 3 may be reduced by the amount of any
2 delinquent debt TOP is required to collect.

3 5. The Parties agree that each will bear its own fees and costs incurred in these
4 ancillary forfeiture proceedings.

5 6. The Claimant agrees to release and hold harmless the United States, its agents,
6 servants, and employees (and any involved state or local law enforcement agencies and their
7 agents, servants, or employees), in their individual or official capacities, from any and all
8 claims the Claimant, or her representatives or agents, may possess, or that may arise, as a
9 result of the United States' action against the Cascade Street property.

10 7. The Parties agree this Agreement is subject to review and approval by the
11 Court, as provided in the proposed Order below. If the Court enters the proposed Order, a
12 violation of any term or condition of this Agreement shall be construed as a violation of that
13 Order.

14 DATED this 13th day of March, 2017.

15 Respectfully submitted,

16 ANNETTE L. HAYES
17 United States Attorney
/s/ Michelle Jensen

18 MICHELLE JENSEN, WSBA #36611
19 Assistant United States Attorney
20 United States Attorney's Office
21 700 Stewart Street, Suite 5220
22 Seattle, WA 98101-1271

23 */s/ Michael Nance*

24 MICHAEL NANCE, WSBA #13933
25 Attorney at Law
26 1001 Fourth Avenue, #3200
27 Seattle, WA 98154
28 (206) 624-3211
michaelnancelaw@gmail.com
Attorney for Claimant Nellie Valtierra-Hernandez

**ORDER APPROVING SETTLEMENT
AND FINAL ORDER OF FORFEITURE**

1
2
3 The Court, having reviewed the above Agreement between the United States and
4 Claimant Nellie Valtierra-Hernandez, as well as the other papers and pleadings filed in this
5 action, **HEREBY APPROVES** the Agreement and **ENTERS** a Final Order of Forfeiture, as
6 follows:

7 1. The following real property is fully and finally condemned and forfeited, in its
8 entirety, to the United States: 18370 Cascade Street, Mount Vernon, Washington, 98273;
9 Skagit County Parcel No. P102004 / 340419-2-005-0100; and its buildings,
10 improvements, appurtenances, fixtures, attachments and easements, including but not
11 limited to a 1993 Fleetwood manufactured home, serial number 66X28; more
12 particularly described as:

13
14 **Parcel A:**

15 Tract 3 of Skagit County Short Plat No. 92-010, located in the East ½ of the
16 Northwest ¼ of the Southeast ¼ of the Northwest ¼ of Section 19, Township
17 34 North, Range 4 East, W. M. approved June 11, 1992 and recorded on June
18 11, 1992 in Volume 10 of Short Plats, Pages 90 and 91, under Auditor's File
19 No. 9206110070, records of Skagit County, Washington.
20 Situate in Skagit County, Washington

21 **Parcel B:**

22 A non-exclusive easement for ingress, egress and utilities over, across and
23 under the South 20 feet and the North 30 feet of the East 50 feet of Tract 2,
24 Skagit County Short Plat No. 92-010, as delineated and located in the East ½
25 of the Northwest ¼ of the Southeast ¼ of the Northwest ¼ of Section 19,
26 Township 34 North, Range 4 East, W. M. approved June 11, 1992 and
27 recorded on June 11, 1992 in Volume 10 of Short Plats, Pages 90 and 91, under
28 Auditor's File No. 9206110070, records of Skagit County, Washington.
Situate in Skagit County, Washington.

1 2. Upon entry of this Order, no right, title, or interest in this real property shall exist
2 In any party other than the United States; and,

3 3. The United States, and/or its representatives, including but not limited to the
4 United States Marshals Service, are authorized to dispose of this real property as permitted
5 by governing law.
6

7 IT IS SO ORDERED.

8 DATED this 17th day of March, 2017.
9

10 
11

12 The Honorable Richard A. Jones
13 United States District Judge
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When recorded return to:
Douglas J. Barnet and Kimberly J. Barnet
18370 Cascade St
Mount Vernon, WA 98273



Skagit County Auditor \$75.00
11/17/2017 Page 1 of 2 11:34AM

Filed for record at the request of:

Fidelity National Title

2913 5th Ave. NE, Suite 102
Puyallup, WA 98372-6748

Escrow No.: 511173590

CHICAGO TITLE
#20032605

SPECIAL WARRANTY DEED
(Not Statutory)

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

20175398
NOV 17 2017

THE GRANTOR(S)

The United States of America

for and in consideration of

Ten And No/100 Dollars (\$10.00) and other good and valuable consideration
in hand paid, bargains, sells, and conveys to

Douglas J. Barnet and Kimberly J. Barnet, a married couple

Amount Paid \$-0
Skagit Co. Treasurer
By HB Deputy

THAT for and in consideration of the sum of Two Hundred Twenty Thousand and 00/100 Dollars (\$220,000.00), the consideration received therefore by the Grantor for the conveyance made hereby, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor, subject to the matters described herein, does hereby grant, bargain, sell and convey to the Grantee, its interest, in fee simple, and with SPECIAL WARRANTIES OF TITLE, except as may otherwise set forth herein, all that certain lot or parcel of land, together with the improvements thereon and appurtenances thereunto, if any, as described below. Grantor covenants to Specially Warrant the title to the property conveyed against any claim or action arising from the federal case as styled below involving all that certain lot or parcel of land, together with the improvements thereon and appurtenances thereunto, as described below. Grantor obtained the interest being conveyed herein as a result of the federal case styled "UNITED STATES OF AMERICA v. HECTOR HERNANDEZ-MORENO AND NELLIE VALTIERRA-HERNANDEZ", Criminal No. CR14-197RAJ, decided in the United States District Court for Western District of Washington at Seattle, the Final Order of Forfeiture As To Real Properties in said case having been entered on or about March 17, 2017, and is recorded March 27, 2017 as Instrument Number 201703270070, among the land records of Skagit County, Washington. Said property being situate in the County of Skagit, Washington, is known as 18370 Cascade St. Mount Vernon, WA 98273 and being more particularly described as follows, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

AND BEING the same property conveyed to the UNITED STATES OF AMERICA by virtue of the case "UNITED STATES OF AMERICA v. HECTOR HERNANDEZ-MORENO AND NELLIE VALTIERRA-HERNANDEZ", Criminal No. CR14-197RAJ, decided in the United States District Court for Western District of Washington at Seattle, the Final Order of Forfeiture As To Real Properties in said case having been entered on or about March 17, 2017, and recorded March 27, 2017 as Instrument Number 201703270070, among the land records of Skagit County, Washington.

Page 1
the following described estate, situated in the County of Skagit, State of Washington:

Parcel A:
Tract 3 of Skagit County Short Plat No. 92-010, located in the East 1/2 of the Northwest 1/4 of the

P102004

SPECIAL WARRANTY DEED
(continued)

Southeast 1/4 of the Northwest 1/4 of Section 19, Township 34 North, Range 4 East, W.M., approved June 11, 1992 and recorded on June 11, 1992 in Volume 10 of Short Plats, Pages 90 and 91, under Auditor's File no. 9206110070, records of Skagit County, Washington

Situate in Skagit County, Washington

Parcel B:

A Non-exclusive easemnt for ingress, egress and utilities over, across and under the South 20 feet and the North 30 feet of the East 50 feet of Tract 2, Skagit County Short Plat No. 92-010, as delineated and located in the East 1/2 of the Northwest 1/4 of the Southeast 1/3 of the Northwest 1/4 of Section 19, Township 34 North, Range 4 East, W.M., approved June 11, 1992 and recorded on June 11, 1992 in Volume 10 of Short Plats, Pages 90 and 91, under Auditor's File No. 9206110070, records of Skagit County, Washington

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

Tax Parcel Number(s): P102004.

Dated: NOV 8, 2017

The United States of America

BY: [Signature]

STATE OF Virginia
COUNTY OF York

I hereby certify that on this 8th day of November, 2013, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Randy Senzok of US Marshall Service its managerial employee on behalf of the United States of America, whose name is subscribed to the within instrument, and acknowledged the foregoing deed to be his/her act under authority of the Grantor and also certify that the consideration recited herein is true and correct.

Notary Public David Bryan Wilson
My Commission Expires 8-31-2019

DAVID BRYAN WILSON
NOTARY PUBLIC
REGISTRATION # 7656712
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
AUGUST 31, 2019

Return Name & Address:



Skagit County Auditor
12/27/2017 Page 1 of 2 \$75.00
1:32PM

SKAGIT COUNTY PLANNING & DEVELOPMENT SERVICES

LOT OF RECORD CERTIFICATION

File Number: PL_17-0652

Applicant Name: __Douglas Barnett

Property Owner Name: __same

Having reviewed the information provided by the applicant, the Department hereby finds that the parcel(s) bearing Skagit County Parcel Number(s):

P#(s): 102004; 340419-2-005-0100; within a Ptn of the SE ¼ of the NW ¼ of Sec 19, Twp. 34, Rge 4.
AKA Lot 3, Short Plat 92-010, AF 9206110070

Lot Size: _approximately 1 acre

1. CONVEYANCE

X **IS**, a Lot of Record as defined in Skagit County Code (SCC) 14.04.020 or owned by an innocent purchaser who has met the requirements described in SCC 14.18.000(9) and RCW 58.17.210 and therefore IS eligible for conveyance.

IS NOT, a Lot of Record as defined in SCC 14.04.020 or owned by an innocent purchaser who has met the requirements described in SCC 14.18.000(9) and RCW 58.17.210 and therefore IS NOT eligible for conveyance or development.

2. DEVELOPMENT

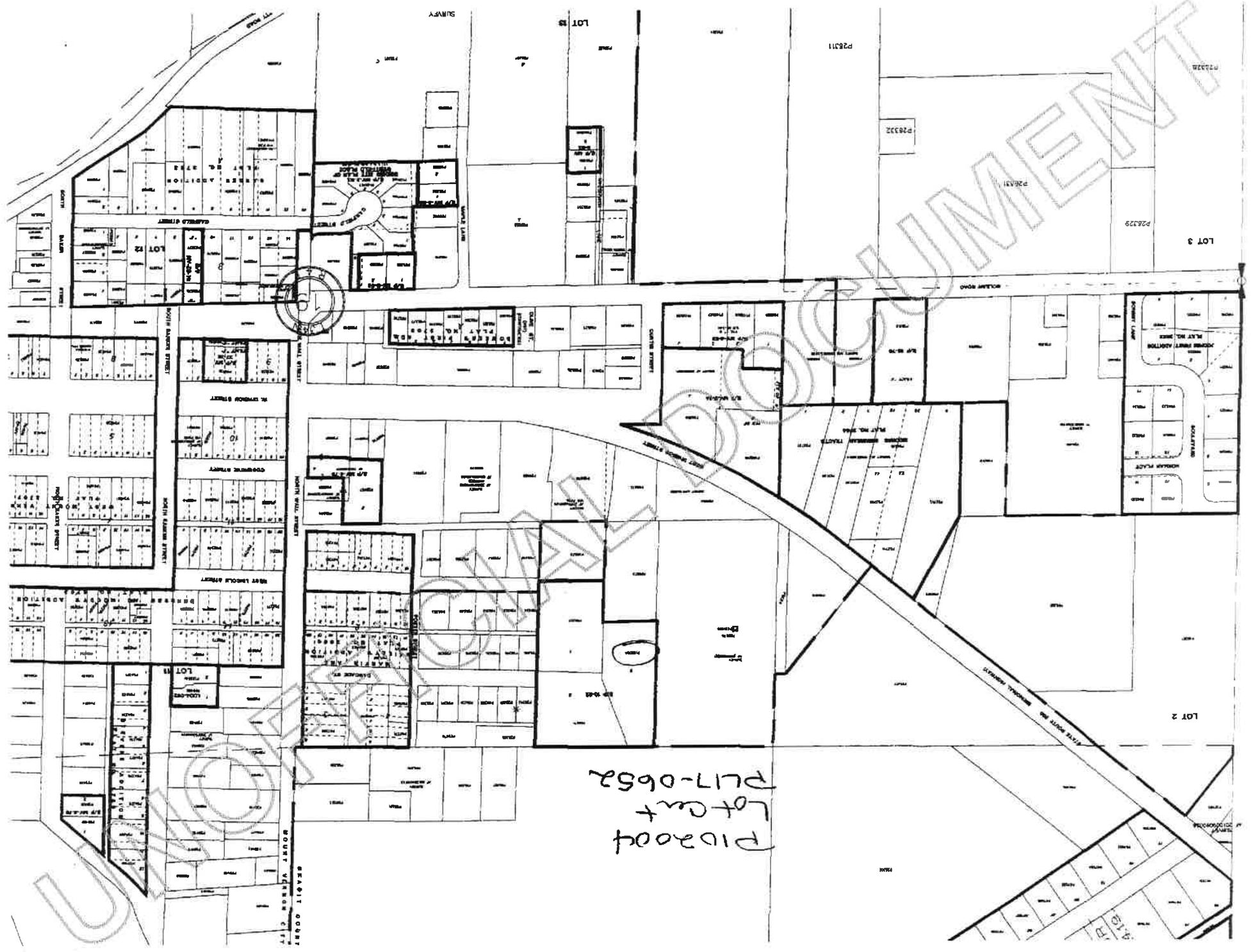
IS, the minimum lot size required for the _____ zoning district in which the lot is located and therefore IS eligible to be considered for development permits.

X **IS NOT**, the minimum lot size required for the _Urban Reserve Residential_ zoning district in which the lot is located, but does meet an exemption listed in SCC 14.16.850(4)(c)(i) and therefore IS eligible to be considered for development permits.

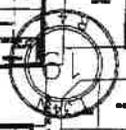
Authorized Signature: Howe Roeder

Date: _ 12/27/2017

See attached map for Lot of Record boundaries.



P102004
Lot cut
P117-0652



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P26396
P26397
P26398
P26399
P26400

LOT 3

LOT 2

LOT 13

SEASIDE COURT
SOUTH VERNON CITY

LOT 13

LOT 13

LOT 13

LOT 13

LOT 13

LOT 13

 First American Title™	Subdivision Guarantee
	ISSUED BY First American Title Insurance Company
Guarantee	GUARANTEE NUMBER 5003353-0002083e

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND THE CONDITIONS AND STIPULATIONS OF THIS GUARANTEE,

FIRST AMERICAN TITLE INSURANCE COMPANY
a Nebraska corporation, herein called the Company

GUARANTEES

the Assured named in Schedule A against actual monetary loss or damage not exceeding the liability stated in Schedule A, which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LAND TITLE AND ESCROW

P.O. Box 445 / 111 East George Hopper Rd.
Burlington, WA 98233
(360) 707-2158 / 1 (800) 869-7121.

First American Title Insurance Company



Dennis J. Gilmore
President



Jeffrey S. Robinson
Secretary



For Reference:

File #: 01-165960-F

Loan #: N/A

Issued By:

**Mount Vernon Abstract & Title Co., Inc. dba Land
Title and Escrow Company of Skagit County**
111 E. George Hopper Road
Burlington, WA 98233

This jacket was created electronically and constitutes an original document

SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

1. Except to the extent that specific assurances are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
 - (a) Defects, liens, encumbrances, adverse claims or other matters against the title, whether or not shown by the public records.
 - (b) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the public records.
 - (c) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the public records.
2. Notwithstanding any specific assurances which are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
 - (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A), (C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways to which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any structure or improvements; or any rights or easements therein, unless such property, rights or easements are expressly and specifically set forth in said description.
 - (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the public records; (1) which are created, suffered, assumed or agreed to by one or more of the Assureds; (2) which result in no loss to the Assured; or (3) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of the assurances provided.
 - (c) The identity of any party shown or referred to in Schedule A.
 - (d) The validity, legal effect or priority of any matter shown or referred to in this Guarantee.

GUARANTEE CONDITIONS AND STIPULATIONS

1. **Definition of Terms.**

The following terms when used in the Guarantee mean:

- (a) the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
- (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "date": the effective date.

2. **Notice of Claim to be Given by Assured Claimant.**

An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

3. **No Duty to Defend or Prosecute.**

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party,

notwithstanding the nature of any allegation in such action or proceeding.

4. **Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate.**

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

(d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. Proof of Loss or Damage.

In addition to and after the notices required under Section 2 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. Options to Pay or Otherwise Settle Claims: Termination of Liability.

In case of a claim under this Guarantee, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4, and the Guarantee shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4.

7. Determination and Extent of Liability.

This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the Exclusions From Coverage of This Guarantee.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- (a) the amount of liability stated in Schedule A or in Part 2;
- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 6 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and

Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or

- (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

8. Limitation of Liability.

- (a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
- (c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

9. Reduction of Liability or Termination of Liability.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the amount of liability pro tanto.

10. Payment of Loss.

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

11. Subrogation Upon Payment or Settlement.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

12. Arbitration.

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

13. Liability Limited to This Guarantee; Guarantee Entire Contract.

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

14. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707 Claims.NIC@firstam.com Phone: 888-632-1642 Fax: 877-804-7606**

SUBDIVISION GUARANTEE

SCHEDULE A

Liability: \$ 2,000.00

Policy No.: 5003353-0002083e

Dated: January 9, 2018 at 8:00 A.M.

Order No.: 01-165960-F

Fee: \$350.00

Tax: \$29.75

Name of Assured:

SEMRAU ENGINEERING & SURVEYING AND CITY OF MOUNT VERNON

The assurances referred to on the face page are:

That, according to those public records which, under the recording laws, impart constructive notice of matters relative to the following described real property:

(See Schedule "A-1," attached.)

Title to said real property is vested as FEE SIMPLE ESTATE, as to Parcel A and EASEMENT, as to Parcel B:

DOUGLAS J. BARNET and KIMBERLY J. BARNET, a married couple

subject to the matters shown below under Exceptions, which Exceptions are not necessarily shown in the order of their priority.

EXCEPTIONS:

1. 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.
2. Unpatented mining claims; reservations or exceptions in the United States Patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
3. Title to any property beyond the lines of the real property expressly described herein, or title to streets, roads, avenues, lanes, ways or waterways on which such real property abuts, or the right to maintain therein vaults, tunnels, ramps, or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
4. General taxes for the year 2018, which became a lien on January 1, 2018, but which cannot be paid until February 15, 2018, the amount of which has not been disclosed by the Skagit County Treasurer's Office:

Tax Account No.: 340419-2-005-0100

Property I.D. No.: P102004

2017 taxes paid in the amount of 882.22. Possible liability for additional amounts due for 2017.

Contact Skagit County regarding possible additional amounts due.

SUBDIVISION GUARANTEE

Order No.: 01-165960-F
Policy No. 5003353-0002083e

SCHEDULE A

EXCEPTIONS CONTINUED:

5. Easements, restrictions, and other matters shown on Schedule "B-1" attached are also excepted from coverage. The easements, restrictions and other matters shown as lettered exceptions on Schedule "B-1" are excepted from policy coverage to the same extent that the numbered Schedule "B" Special Exceptions shown herein are excepted from policy coverage.

NOTE #1: The manufactured home located on the subject property is considered real property as defined in RCW 46.12 according to instrument entitled Manufactured Home Application for Title Elimination recorded May 3, 1996, under Auditor's File No. 9605030103. **Accordingly any loan policy to issue will include Endorsement 7.1-06.**

(Affects Lot 2)

NOTE #2: 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 DOCUMENTS BY THE RECORDER.

Margins to be 3" on top of first page and 1" on sides and bottom, 1" on top, sides and bottom of each succeeding page. Font size of 8 points or larger, paper size of no more than 8 1/2" by 14". No attachments on pages such as stapled or taped notary seals, pressure seals must be smudged.

INFORMATION WHICH MUST APPEAR ON THE FIRST PAGE

Title or titles of documents. If assignment or reconveyance, reference to auditor's file number of subject deed of trust must be included. Names of grantor(s) and grantee(s) with reference to additional names on following pages, if any.
Abbreviated legal description (lot, block, volume/page of plat or section/township/range and quarter section or government lot for unplatted).
Assessor's tax parcel number(s). Return address which may appear in the upper left hand 3" top margin.

Pursuant to item c.) above, the abbreviated legal description for the subject property is as follows:

Tract 3, SP 92-010, AF #9206110070 (Ptn Of SW NW, 19-34-4 E).

NOTE #3: According to records in the office of the Skagit County Treasurer, the address of the subject property is:

18370 Cascade Street
Mount Vernon, WA 98273.

NOTE #4: Unless otherwise specified, this Company has assigned this file to the following Underwriter for the policy to issue: First American Title Company.

Schedule "A-1"

Order No.: 01-165960-F
Policy No.: 5003353-0002083e

DESCRIPTION:

PARCEL "A":

Tract 3 of Skagit County Short Plat No. 92-010, located in the East ½ of the Northwest ¼ of the Southeast ¼ of the Northwest ¼ of Section 19, Township 34 North, Range 4 East, W.M., approved June 11, 1992 and recorded on June 11, 1992 in Volume 10 of Short Plats, pages 90 and 91, under Auditor's File No. 9206110070, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

PARCEL "B":

A non-exclusive easement for ingress, egress and utilities over, across and under the South 20 feet and the North 30 feet of the East 50 feet of Tract 2, Skagit County Short Plat No. 92-010, as delineated and located in the East ½ of the Northwest ¼ of the Southeast ¼ of the Northwest ¼ of Section 19, Township 34 North, Range 4 East, W.M., approved June 11, 1992 and recorded on June 11, 1992 in Volume 10 of Short Plats, pages 90 and 91, under Auditor's File No. 9206110070, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

EXCEPTIONS:

A. Unrecorded easement in favor of Puget Sound Power and Light Company as disclosed by Skagit County Assessor's Tax Account No. 193404-2-005-0006.

B. COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, NOTES, DEDICATIONS, PROVISIONS AND SURVEY MATTERS AS DESCRIBED AND/OR DELINEATED ON THE FACE OF SAID PLAT OR SHORT PLAT, AS FOLLOWS:

Plat/Short Plat:	Short Plat No. 92-010
Recorded:	June 11, 1992
Auditor's No.:	9206110070

C. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Grantee:	Public Utility District No. 1 of Skagit County
Purpose:	Construction and maintenance of a water line, lines or related facilities
Area Affected:	A portion of said premises
Recorded:	March 10, 1993
Auditor's No.:	9303100049

D. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Grantee:	Puget Sound Energy, Inc., a Washington Corporation
Purpose:	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 electricity.
Area Affected:	A portion of said premises
Recorded:	May 20, 1993
Auditor's No.:	9305200063

E. FINAL ORDER OF FORFEITURE AND THE TERMS, COVENANTS AND PROVISIONS THEREOF:

Recorded:	March 27, 2017
Auditor's No.:	201703270070

F. LOT CERTIFICATION AND THE TERMS AND CONDITIONS THEREOF:

Recorded:	December 27, 2017
Auditor's File No.:	201712270088

Project Narrative and Justification for Proposal: Mount Vernon RV Park Expansion

The Mount Vernon RV Park Expansion is approximately 1.02 acres, located at 18370 Cascade Street, Mt. Vernon, WA 98273, Parcel P102004, Section 19, Township 34, Range 4.

a) Zoning and Comprehensive Plan designations of the site and adjacent properties.

Site:

Skagit County: Urban Reserve Residential; in the Mount Vernon UGA;

Comprehensive Plan: High Density SF R-1. 5.0, or 7.0

Adjacent Properties:

City of Mt. Vernon: C-2, western boundary;

Skagit County: Agricultural-Natural Resource Lands, northern boundary;

Comprehensive Plan: GC, Retail Malls & General Commercial (C-2)

b) Current use of the site and any existing improvements.

The site is currently not in use as residential but was formerly used as residential. Improvements to the site consist of a 1993 modular home that is in poor condition, deemed uninhabitable, and will be removed.

c) Special site features (i.e., wetlands, water bodies, steep slopes, or other critical areas); and a description of the buffers that will be required for each feature.

The site has no wetlands, water bodies, steep slopes, or other special site features.

d) Statement addressing soil type and drainage condition.

The property is flat and consists of farm type soil generally found in West Mount Vernon. September 1989 SCS Soil Survey of Skagit County Area, Washington maps the soil type as Sedrowoolley silt loam.

e) Proposed use of the property and scope of the proposed development.

Proposed use of the property is General Commercial C-2 for an RV Park, compatible with the surrounding use and within the UGA. The project consists of an extension of the use of the existing adjacent RV Park, Parcel P26674 & P131690, which was approved (CUP 95-6) and rezoned from R-A to C-2 (REZ 95-9) in August 1995. The proposed project on Parcel P102004 is no different, also proposing a conversion to General Commercial C-2, consistent with the permitted use on the existing RV Park.

See the attached documents of Barnet Rezone (REZ 95-9) and Conditional Use Permit (CUP 95-6) of 1995 in "**Attachment A**" (6 pages total). The Planning Commission approved the development by a 6-0 vote on 8/1/1995. In the notes of the City Council meeting of 8/23/1995, it is stated, "Councilmember Cass moved to approve Ordinance 2690, Barnet rezone from R-A to C-2, and the Barnet conditional use permit for the recreational vehicle park, based on staff recommendation and adopting the findings and conclusions of the Planning Commission. Seconded by Councilmember Walker. Carried 7-0." Staff recommendations and comments are included in "**Attachment A**",

including the comment, "The proposed rezone would be compatible with the surrounding neighborhood."

The scope of the project is the extension of the current private roads and installation of utilities and water system to service the new RV Sites. All new sites will be full service consisting of water, sewer, electrical, cable tv and garbage service. Existing managers quarters and club house, with bathrooms, showers and laundry facility (on the existing RV site), will serve the new addition. No new buildings will be constructed.

The project's location within the UGA would support protection from urban sprawl and suburban development patterns.

Proposed off-site improvements

No off-site improvements will be required.

f) Total estimated construction costs

Total estimated construction costs will be under \$150,000.00. Fair market value after construction will be approximately \$250,000.00. Neither estimate includes the value of the land.

g) Materials

No export of material will be required. Import of gravel for sites and asphalt for roadway will be required.

h) Trees to be removed

There are three or four poor quality fir trees and small ornamental trees along the edge of the property. All will be removed as part of improvements. New landscaping associated with small trees and landscaping will be constructed.

i) Land dedicated

No land will be dedicated to the City.

j) Shoreline applications (n/a)

No shorelines.

k) Subdivision applications (n/a)

No subdivision.

CITY COUNCIL MEETING
August 23, 1995

The meeting was called to order by Mayor Reep at 7:30 p.m.

Present: Mayor Reep, Councilmember Best, Bottles, Cass, Cheney, Fiedler, Parker, Walker

Also Present: City Attorney Smith, Finance Director Knowles, Fire Chief Hofstad, Planning Director Cisar, City Engineer Wiseman, Assistant Engineer Buckenmeyer

APPROVAL OF MINUTES: Councilmember Fiedler moved to approve the minutes of the August 2, 1995, Study Session and the August 9, 1995 Regular City Council meeting as distributed. Seconded by Councilmember Parker. Carried 7-0.

COMMUNITY COMMENTS: Time was given to individuals in the audience who wanted to address the Council. Pat McLatchy, 3288 E. Division Street, requested that someone define to him the difference between a public hearing and a public meeting. Mr. Smith explained that a public meeting is a meeting that is open for anyone's attendance. A public hearing is when input is accepted from the audience so that data can be collected in helping the Council make a determination on a particular project. Mayor Reep briefly discussed the different Council meetings and also informed everyone that there would be a public hearing for the Hagger's Annexation and Master Plan on September 13, 1995 at the Skagit County Hearing Rooms B & C. Peter Urban, 2700 Comanche Drive, urged the Council to study all of the factors involved in the proposed Hagger Market. Bob Moors, 4012 Pueblo Heights, wanted to know if input would be taken from everyone. Mayor Reep answered that yes, input would be taken, but that each person was limited to 3 minutes. There were no further comments from the audience.

BARNET REZONE (REZ 95-9) AND CONDITIONAL USE PERMIT (CUP 95-6): Mr. Cisar explained that this request is from Douglas Barnet to rezone approximately 4.6 acres located at 1229 Memorial Highway from R-A to C-2. The proponent would like to construct a recreational vehicle (RV) park for approximately 76 units, which also requires a conditional use permit at this time. The development may occur in two phases, with the northern-most lots being constructed at a later date. The proposed rezone would be compatible with the surrounding neighborhood.

The RV park will have an overall average within the 1,500 square foot lot size requirement and will also contain a play and picnic area and a new laundry/restroom/shower facility. The entrance will be from Memorial Highway. There has been one letter received in support of the project. He also noted that fire and traffic impact fees will be paid as part of the development. At their August 1, 1995 meeting, the Planning Commission approved the development by a 6-0 vote.

Councilmember Cass questioned how the sewer hook-up fees would be determined. Mr. Buckenmeyer stated that they would be figured similar to those of a motel. The monthly billing would be calculated as if the park was full at all times. A brief discussion followed regarding the sewer system and also the length of time a person is allowed to stay in the RV park. Council discussed how the schools and parks would be impacted if someone was to "permanently" stay in the RV park. If this was the case then impact fees should be paid for the schools and parks. Mr. Cisar stated that he has spoken with the City of Anacortes, as they are currently revising their ordinance to determine how long a person may stay and how it will be monitored.

Douglas Barnett, proponent, briefly addressed the Council on how the lots will be set up and how the RV park will look. Councilmember Bottles reiterated to Mr. Barnett and staff that he is very concerned with the length of stay people will be allowed. Mr. Barnett requested that, if Council decides to place restrictions on the length of time a person is able to stay, it be done by ordinance so that all RV parks will have the same laws to obey. He felt that it would be unfair to impose restrictions on his conditional use permit and not on any other park. Council suggested to Mr. Cisar that some type of ordinance be written that creates a standard of living for these parks. Councilmember Cass moved to approve Ordinance 2690, Barnett rezone from R-A to C-2, and the Barnett conditional use permit for the recreational vehicle park, based on staff recommendation and adopting the findings and conclusions of the Planning Commission. Seconded by Councilmember Walker. Carried 7-0.

AMENDMENT TO THE 1995 SALARY ORDINANCE FOR POLICE, FIRE AND 9-1-1

EMPLOYEES: Mr. Knowles explained that the Collective Bargaining Units for Firefighters, Emergency Communications Specialists, Police Officers and Police Administrative Personnel have been ratified and the wages set. This amendment will incorporate those salaries into the 1995 salary structure. The amendment also includes a salary for the Emergency Communications Operations Supervisor, formerly a member of the IAFF Local 1983 (Fire Department). Councilmember Parker moved to approve Ordinance 2691, amendment to the 1995 salary ordinance. Seconded by Councilmember Cheney. Carried 7-0.

BUDGET AMENDMENT - QUINT APPARATUS AND EQUIPMENT PURCHASE:

Mr. Knowles explained that this budget amendment, for \$31,000, is intended to provide funding for the loose equipment purchases that go along with the purchase of the fire truck. The funds are from impact fees paid by developers. Councilmember Cass moved to approve Ordinance 2692, budget amendment for the purchase of loose equipment for the Fire Department. Seconded by Councilmember Best. Carried 7-0.

QUINT BID AWARD - FIRE DEPARTMENT:

Chief Hofstad explained that the Quint Fire Truck was previously bid, however, only 1 bid was received and that was over the estimated cost. The specifications were then revised and sent out for bid again. This time 3 bids were received, all under the estimated cost of \$489,089. He stated that a committee of firemen (Chairman Mike Thompson, Mike Voss, Steve Skilbeck, Wayne

6

(3)

BARNET REZONE
PROPOSED FINDINGS

1. The improvements to be constructed by the proponent will be consistent with zoning, street, and storm drainage requirements of the City.
2. Permitted uses in the C-2 zone include recreational vehicle parks.
3. The City's comprehensive plan identifies this area as being commercial/light industrial.
4. The proposed use would create a minimal amount of additional traffic.
5. The proposed development is located in an area where other development has already occurred or is occurring. All City services are available to this location.
6. The predominant land uses in this area are commercial/light industrial, agricultural and single family residential. These uses are consistent with the rezone being requested.
7. The City of Mount Vernon has adopted an impact fees ordinance in accordance with Chapter 82.02 RCW.

PROPOSED CONCLUSIONS

1. The proposal is in compliance with the City's comprehensive plan.
2. This proposed development will not cause any significant impact upon existing services or fire and police protection.
3. The traffic generated by this proposal will be adequately served by the existing street system and will not create any adverse traffic impact to the surrounding neighborhood.
4. The proposed use of the property is compatible with the surrounding neighborhood and the proposed zoning.
5. The proposed use is a logical extension of the C-2 zoning and will be compatible with surrounding neighborhood.
6. Development of this property will be subject to impact fees pursuant to the terms of the applicable impact fees ordinance.

7/13/95
RES NO. 95-9

REZONE/CONDITIONAL USE PERMIT
STAFF REVIEW SHEET

PROponent: Douglas Barnett

REQUIREMENTS:

- SEPA Compliance (Specify): DNS 95-31 issued
- Landscape Plan
- Other (Specify)

STAFF RECOMMENDATION AND COMMENTS:

This is a request from Douglas Barnett for a rezone from R-A to C-2 for approximately 4.6 acres of property located at 1229 Memorial Highway. The proponent would like to construct and operate a recreational vehicle (RV) park for approximately 75 units on this property, for which a conditional use permit is requested at this time also. The proponent has indicated that the RV park may be developed in two phases, with the northern-most lots being constructed at a later date.

REZONE: The City's comprehensive plan shows this area along Memorial Highway as commercial/light industrial. The surrounding area is currently zoned C-2 to the south, R-A to the southwest (Skagit State Bank) and southeast, County residential to the northeast, and County agricultural to the north and northwest. The proposed rezone would be compatible with the surrounding neighborhood. At some time in the future it is anticipated that the whole area to the west will have commercial/light industrial zoning and uses.

RECOMMENDATIONS:

Based on the attached proposed findings and conclusions, it is recommended that a rezone to C-2 be approved with the condition that the requirements of other departments be met as applicable.

CONDITIONAL USE PERMIT: The C-2 zone allows recreational vehicle parks as a conditional use with a lot size of 1,500 square feet. The RV park will have a variety of lot sizes available, ranging in length from 40 feet to 80 feet. All of the lots have a gravel area for the RV and a private grass area; and most of the lots will also have a gravel auto parking area. The proponent has submitted drawings of typical RV lots for 70 foot and 40 foot RV lots. The former has approximately 2,100 square feet and the latter 1,000 square feet, with the overall average within the 1,500 square foot lot size requirement. Staff has reviewed the range of lot sizes and, based on personal experience and regulations of similar RV parks, supports the variation in lot size.

The RV park will have a play and picnic area and a new laundry/restroom/shower facility. The existing home will be used by the

resident manager. A 6-foot sight-obscuring cedar fence will be constructed as required to supplement the existing landscaping screen adjacent to the residential areas to the east, and the existing trees and bushes around the remainder of the property will be retained and supplemented to create a landscaped buffer. The remainder of the site, except for the paved roads and gravel parking areas, will be landscaped with grass.

PROPOSED CONCLUSIONS:

The zoning code requires that a conditional use permit meet certain criteria to be approved.

1. This proposal is consistent with the commercial use shown in the comprehensive plan.
2. The proposal is compatible with the surrounding uses, which are commercial, single family residential, and agricultural.
3. The surrounding neighborhood will not be negatively impacted by the size, arrangement or architectural design of the proposal.
4. The existing street system should be able to handle any additional traffic.
5. Public facilities are available to service the proposed RV park.
6. The proposal has no materially detrimental effects on the neighborhood and has been designed to minimize any adverse effects on neighboring properties.
7. Landscaping materials have been provided in sufficient quantities and locations to create an attractive appearance.

RECOMMENDATIONS:

It is recommended that the conditional use permit be approved subject to the following conditions:

1. The application shall be subject to the applicable requirements contained in the Mount Vernon Municipal Code, Zoning Code, and Building and Fire Codes. It is the responsibility of the applicant to ensure compliance with the various provisions contained in these ordinances.
2. The RV park shall conform to Zoning Code Definition 17.06.720, recreational vehicle, and 17.06.730, recreational vehicle park.
3. The RV park shall be maintained in a single ownership.

~~3~~

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Douglas Barnett
Staff Review Sheet - Page 2

4. Health Department and other required permits shall be obtained for the use.
5. Mylar reproducible (24"x36") of the approved site plan/landscape plan shall be provided to the Planning Department within 2 weeks of City Council approval.
6. The specific conditions contained in the reports from other City Departments must be included.
7. The conditional use permit shall become null and void if not exercised within 18 months from the date of this approval.


Yvonne Page
Planning Director

Date: July 13, 1995

REZ NO. 95-9
CUP NO. 95-6



EXISTING CONDITIONS SITE MAP, 300' BUFFER
ANNEXATION TO MOUNT VERNON
 SECTION 19, T. 34 N., R. 4 E., W.M.

SKAGIT COUNTY, WASHINGTON

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SEMRAU ENGINEERING & SURVEYING, PLLC
 CIVIL ENGINEERING • LAND SURVEYING • PLANNING
 2118 RIVERSIDE DRIVE – SUITE 208
 MOUNT VERNON, WA 98273
 360-424-9566

SCALE VERT: 1" = 200'	DATE: 01/16/2018
SCALE HORIZ: 1" = 200'	DRAWING: 5752BUFF.dwg
NOTE: IF THIS SHEET IS LESS THAN 11"x 17" THEN SHEET HAS BEEN REDUCED	JOB NO.: 5752
	SHEET: 1 OF 2



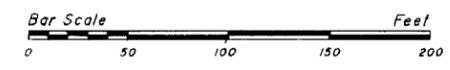
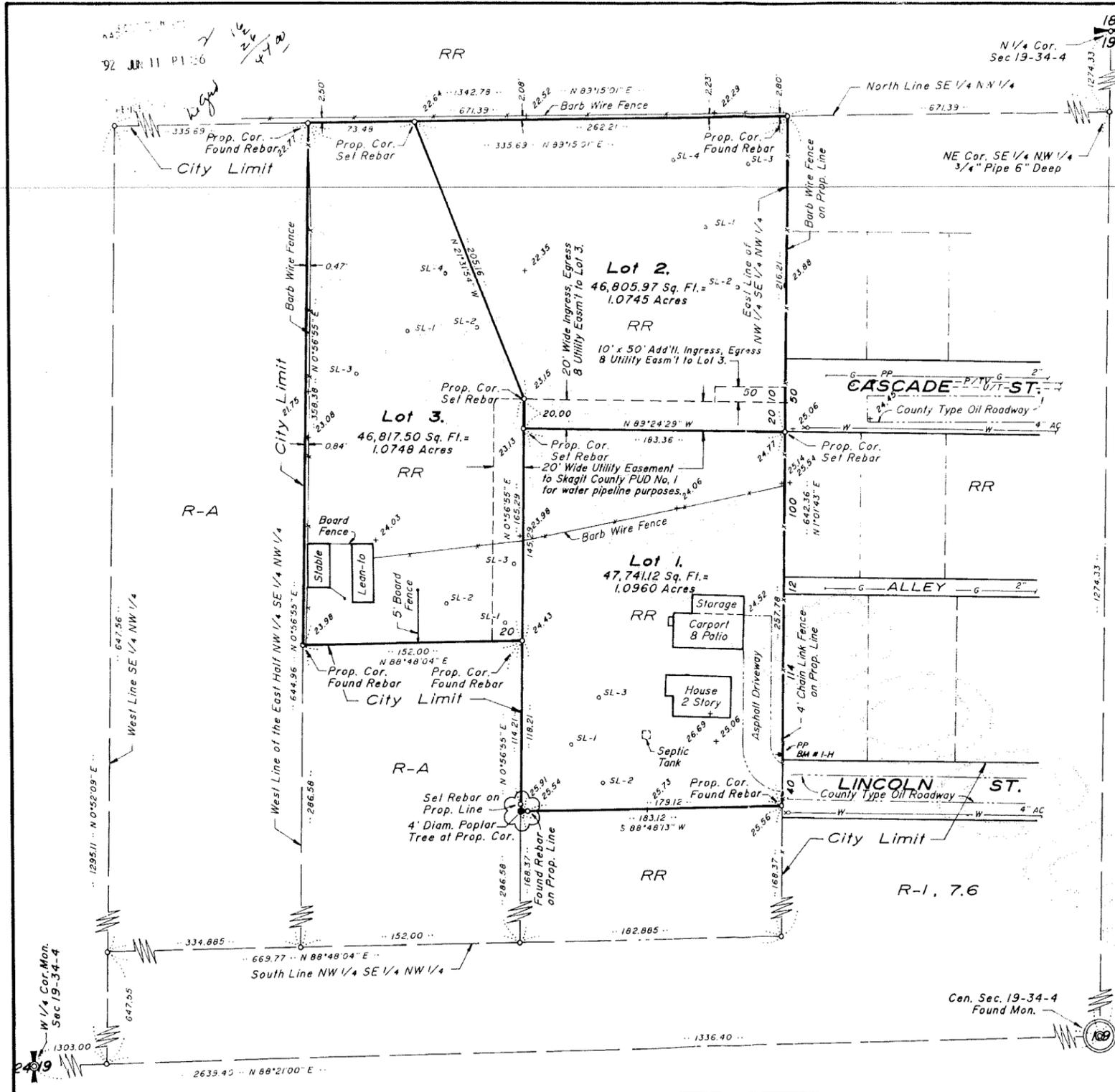
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 2118 RIVERSIDE DRIVE – SUITE 208
 MOUNT VERNON, WA 98273
 360-424-9566

NEIGHBORHOOD MAP BUFFER, 1000'
ANNEXATION TO MOUNT VERNON
 SECTION 19, T. 34 N., R. 4 E., W.M.
 SKAGIT COUNTY, WASHINGTON

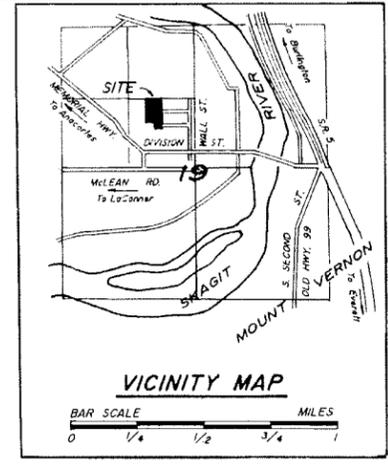
SCALE VERT: 1" = 400'	DATE: 01/16/2018
SCALE HORZ: 1" = 400'	DRAWING: 5752BUFF.DWG
NOTE: IF THIS SHEET IS LESS THAN 11"x 17" THEN SHEET HAS BEEN REDUCED	JOB NO.: 5752
	SHEET: 2 OF 2

9206110070

Sheet 1 of 2 Sheets



PLAN
Scale: 1" = 50'



LEGEND

- Prop. Cor. Sel Rebar: Property Corner, Sel 5/8" Diam. x 18" Length Steel Rebar with Yellow Plastic Cap Imprinted: "LEGRO"
- Found Rebar: Found 5/8" Diam. x 18" Length Steel Rebar with Yellow Plastic Cap Imprinted: "JUDY" 7598
- ⊙ Mon.: Monument
- Board Fence: Board Fence
- Barb Wire (or Chain Link) Fence: Barb Wire (or Chain Link) Fence
- 4" Water Main: 4" Water Main
- 2" Gas Main: 2" Gas Main
- P/TV: Overhead Power and TV Cable
- U/T: Underground Telephone (Loc. Uncertain)
- SL-3: Soil Log No. 3
- PP: Power Pole
- + 25.06: Ground Elev. = 25.06' U.S.G.S. Datum

ZONING CLASSIFICATION

(RR) Residential Reserve

UTILITIES NOTE

The utility locations shown hereon are from field observation where possible and from available utility records of the Cascade Natural Gas Corporation and Public Utility District No. 1 of Skagit County (Water).

AUDITOR'S CERTIFICATE

Filed for the record this 11 day of June, 1992, at 36 minutes past 10 o'clock P.M. in Volume 10 of Short Plats at pages 90 and 91, and recorded under Auditor's File Number 9206110070 at the request of Derry Legro.

Jerry McInturff
JERRY MCINTURFF
Auditor, Skagit County
by *Andrea S. King*



SURVEYOR'S CERTIFICATE

This map correctly represents a survey made by me or under my direction in conformance with the requirements of Skagit County Code 14.08 Short Subdivision Ordinance, at the request of Jeff Howe.

Gwynne D. Legro
Gwynne D. Legro
Engineer & Surveyor
815 Cleveland Avenue
Mount Vernon, WA 98273
Phone: (206) 336-3220
Date: 4-13-92

SHORT PLAT NO. 92 - 010

JEFF HOWE PROPERTY SURVEY
PTN. E 1/2 NW 1/4 SE 1/4 NW 1/4
SEC. 19, T. 34 N., R. 4 E. W.M.
SKAGIT COUNTY, WASHINGTON

vol 10 SP p 90

GROUND ELEVATIONS

This site lies within the Skagit River Flood Plain. Benchmark elevation and ground elevations (USGS Datum) have been annotated upon the face of this Short Plat.

SEWAGE DISPOSAL

The method of sewage disposal shall be by individual septic drainfield systems. The required soil logs for Lots 1, 2 and 3 of this Short Plat have been recently submitted to and approved by the Skagit County Permit Center and are currently on file therewith. This on Site Sewage System application was submitted to Skagit County Community Development on July 19, 1991 by Northwest Septic for Jeff Howe.

BENCHMARK

Benchmark No. "I-H": Set RR Spike 0.82 feet above ground in South Face Power Pole No. 452280 163227 located near the Southeast corner of Lot 1 of this Short Plat. Top of RR Spike Elevation = 26.04 Feet U.S.G.S. Datum.

RESTRICTIONS

1. The short plat number and date of approval shall be included in all deeds and contracts.
2. All maintenance and construction of private roads are the responsibility of the lot owners and responsibility shall be in direct relationship to usage of road.
3. Buyer should be aware that this short subdivision is located in the floodplain and significant elevation may be required for the first living floor of residential construction.
4. Alternative on-site sewage disposal system may have special design, construction and maintenance requirements. See Skagit County Health Officer for details.

LEGAL DESCRIPTION

The East 1/2 of the Northwest 1/4 of the Southeast 1/4 of the Northwest 1/4, Section 19, Township 34 North, Range 4 East, W.M., EXCEPT the following described tracts:

1. Beginning at the intersection of the South line of the Northwest 1/4 of the Southeast 1/4 of the Northwest 1/4 of said Section, and an existing fence running North and South located approximately along the West line of the East 1/2 of the said Northwest 1/4 of the Southeast 1/4 of the Northwest 1/4; thence East along said South line 152 feet, more or less, to the point of intersection with the East side of another fence running North and South, or the projection South thereof; thence North along the last named East side of said fence and/or the South and North projections thereof a distance of 286.58 feet, more or less, to another fence running East and West or the East extension thereof; thence West along said East and West fence and/or the East extension thereof 152 feet, more or less, to the existing fence heretofore described as running North and South and located approximately along the West line of the East 1/2 of the Northwest 1/4 of the Southeast 1/4 of the Northwest 1/4 of said Section; thence South along said fence line 286.58 feet, more or less, to the place of beginning.
2. Beginning at the Southwest corner of said subdivision; thence North 88 degrees 47'52" East along the South line of said subdivision 152 feet to the true point of beginning of this description (said point being in an existing fence line as established by instrument recorded January 2, 1958, under Auditor's File No. 560229); thence North 0 degrees 57'15" East along said existing fence line and parallel with the West line of said subdivision 168.37 feet; thence North 88 degrees 48'35" East 183.16 feet to the East line of said subdivision; thence South 1 degree 02' West, along the East line of said subdivision 168.37 feet to the South line of said subdivision; thence South 88 degrees 47'52" West 182.92 feet to the true point of beginning.

SUBJECT TO an Unrecorded Easement in favor of Puget Sound Power and Light Company as disclosed by Skagit County Assessor's Tax Account No. 193404-2-005-0006.

Situate in the County of Skagit, State of Washington.

APPROVALS

Examined and approved this 11th day of June, 1992, by the Planning Department of Skagit County, Washington.

[Signature]

Examined and approved this 1st day of JUNE, 1992, by the County Engineer of Skagit County, Washington.

[Signature]

TREASURER'S CERTIFICATE

This is to certify that all taxes here-to-fore levied and which have become a lien upon the lands herein described have been fully paid and discharged according to the records of my office up to and including the year of 1992.

This 9th day of June, 1992.

[Signature]
Juditha M. Mellich

WATER SUPPLY

Water of sufficient quantity and/or quality for normal domestic purposes is available from the Skagit County Public Utility District No. 1, 4" water mains located in Casada Street and Lincoln Street abutting this Short Plat.

NOTES

1. Legal Description furnished by First American Title Company of Skagit County, Order No. 34478, dated January 29, 1992, at 8:00 A.M.

2. Instrumentation: TOPCON GTS - 2B (20)

Theodolite:
Min. Horiz. Circle Reading of 20"
E.D.M.:
Accuracy ± (5mm + 5ppm)

3. The bearing reference for this survey is based upon existing monumentation on the East line and the South line of the NW 1/4 of Section 19, T. 34 N., R. 4 E.W.M., as being N 1°12'25" E and N 88°21'00" E, respectively.

The section subdivision is based upon the "insert of Subdivision" as prepared by Frank Gilkey, Registered Engineer and Land Surveyor, for the plat of "MOORES SUBURBAN TRACTS" by that instrument recorded March 29, 1946 in Vol. 5 of Plats at page 32, records of Skagit County, Washington.

OWNER - DEVELOPER

Jeff Howe
1025 Lincoln Street
Mount Vernon, WA 98273
Phone: (206) 424-1282

OWNER'S CERTIFICATE

Know all men by these presents, that we, the undersigned, owners of the land included within this SHORT PLAT do hereby CERTIFY that the decision to make this SHORT PLAT was our free act and deed, and in witness whereof we have caused our names to be hereunto subscribed this 1st day of March, 1992.

[Signature] Jeff Howe
[Signature] Michelle M. Howe

[Signature] William A. Ericson
[Signature] Olga M. Ericson

ACKNOWLEDGEMENT

State of Washington } S.S.
County of Skagit }

On this 1st day of March, 1992, personally appeared before me JEFF HOWE and MICHELLE M. HOWE husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledged to me they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

[Signature] Dennis D. LeGro
Notary Public in and for the State of Washington,
residing at Mount Vernon
Commission Expires: March 10, 1993

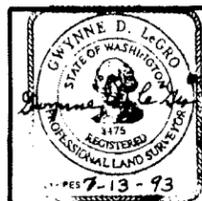
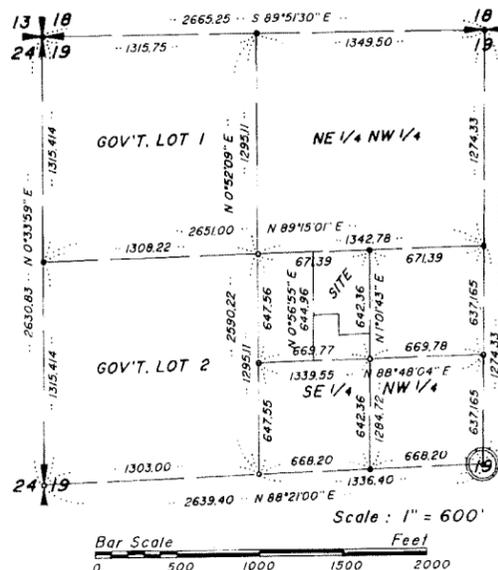
ACKNOWLEDGEMENT

State of Washington } S.S.
County of Skagit }

On this 2nd day of January, 1992, personally appeared before me WILLIAM A. ERICSON and OLGA M. ERICSON husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledged to me they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

[Signature] Patricia A. LeGro
Notary Public in and for the State of Washington,
residing at Mount Vernon
Commission Expires: 2/23/92

SUBDIVISION: NW 1/4 SEC. 19-34-4



SURVEYOR'S CERTIFICATE

This map correctly represents a survey made by me or under my direction in conformance with the requirements of Skagit County Code 14.08 Short Subdivision Ordinance, at the request of Jeff Howe.

LEGRO & ASSOCIATES
Engineer & Surveyor
815 Cleveland Avenue
Mount Vernon, WA 98273
Phone: (206) 336-3220

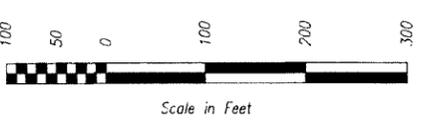
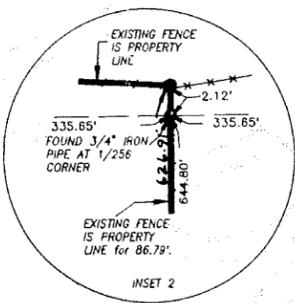
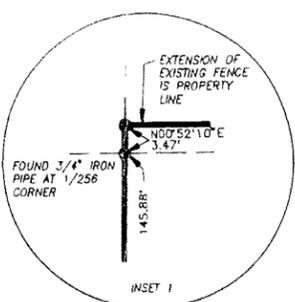
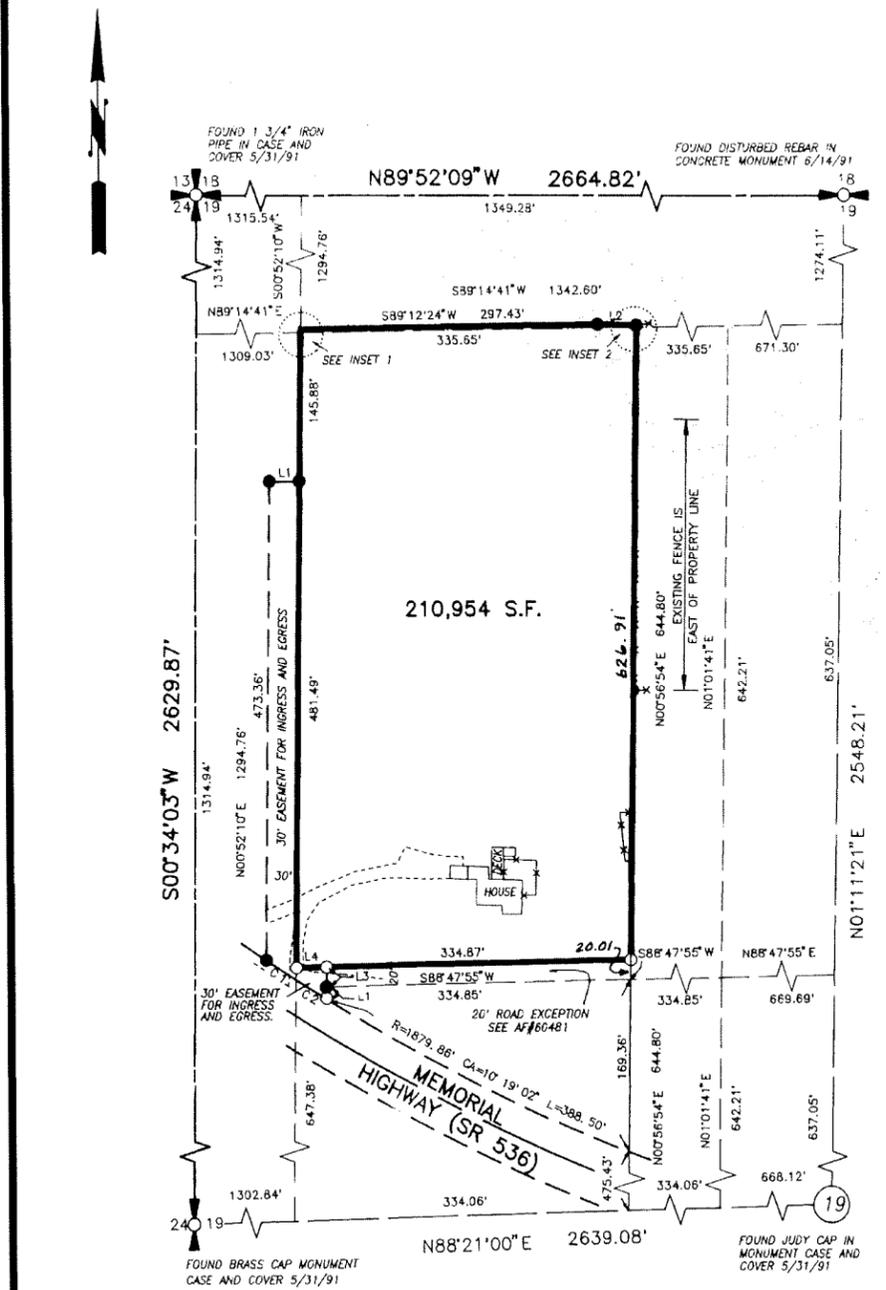
[Signature] Gwynne D. Legro
GWYNNE D. LEGRO
Registered Professional
Engineer & Land Surveyor
Date: 4-13-92

SHORT PLAT NO. 92 - 010

JEFF HOWE PROPERTY SURVEY
PTN. E 1/2 NW 1/4 SE 1/4 NW 1/4
SEC. 19, T. 34 N., R. 4 E.W.M.
SKAGIT COUNTY, WASHINGTON

9510090021

Survey in the SE1/4 of the NW1/4 of Section 19, Twp. 34 N., Rng. 4 E., W.M.



LINE TABLE		
#	BEARING	DISTANCE
L1	S89°14'41\"W	30.01'
L2	N88°25'50\"W	38.22'
L3	N00°52'10\"E	20.01'
L4	S88°47'55\"W	30.02'
L5	N00°52'10\"E	11.32'

CURVE TABLE			
#	RADIUS	DELTA	LENGTH
C1	1879.86'	C1°05'05\"	35.59'
C2	1879.86'	C1°04'20\"	35.18'

Legal Description

Parcel "A": The West 1/2 of the NW 1/4 of the SE 1/4 of the NW 1/4 of Section 19, Township 34 North, Range 4 East, W.M., EXCEPT the South 20 feet thereof reserved for road purposes by deed dated October 4, 1986 and recorded January 27, 1987, under Auditor's File No. 60481, in Volume 69 of Deeds, page 55, records of Skagit County, Washington, AND ALSO EXCEPT that portion thereof lying within the boundaries of the Memorial Highway.

EXCEPT from all of the above, that portion thereof lying Easterly of an existing North/South fence line running along the approximate East line of the West 1/2 of the West 1/2 of the SW 1/4 of the Northwest 1/4 of said Section, as said fence line existed on October 21, 1957, and as said fence line is set forth and referred to in documents recorded under Auditor's File Nos. 560230 and 563332, records of Skagit County, Washington.

TOGETHER WITH a non-exclusive easement for ingress, egress and utilities over and across that portion of the East 30 feet of Government Lot 2 of Section 19, Township 34 North, Range 4 East W.M., lying Northerly of Memorial Highway (State Highway No. 536) and Southerly of a line 145.88 feet South of and parallel to the North line of said subdivision.

ALSO TOGETHER WITH a non-exclusive easement for ingress and egress over and across the West 30 feet of that portion of the West 1/2 of the SW 1/4 of the SE 1/4 of the NW 1/4 of said Section 19, lying Northerly of Memorial Highway.

PARCEL "B": That portion of the West 1/2 of the SW 1/4 of the NE 1/4 of the NW 1/4 of Section 19, Township 34 North, Range 4 East W.M., described as follows: Beginning at the South-West corner of said subdivision; thence North 89°14'45\" East along the South line of said subdivision, a distance of 335.67 feet to the point of intersection with the centerline of an existing North and South fence line, and which point is the Southeast corner of said subdivision; thence North 00°36'00\" East along said centerline of said North and South fence line, a distance of 3.10 feet to the point of intersection with the centerline of an existing East and West fence line; thence South 89°34'15\" West along said centerline of said point on the West line of said subdivision; thence South 00°52'35\" West along the West line of said subdivision, a distance of 5.00 feet to the point of beginning.

Legend

- Set 1/2" X 18" reinf. rod with yellow plastic cap marked "SKA SURV 17651" and white 2" X 2" witness stake, except as noted.
- Found 1/2" X 18" reinf. rod with yellow plastic cap marked "SKA SURV 17651" as shown on survey filed in Volume 12 of Surveys at page 21 as AF#9112200050.

Survey for Estate of Gladys Peterson

AUDITOR'S CERTIFICATE
 Filed for record this 9th day of Oct 1995 at 10:00 minutes past 10 o'clock A.M., and recorded in Volume 27 of Surveys at page 55, records of Skagit County, Wa.
 County Auditor/Deputy Auditor
 A.F.# 9510090021

SURVEYOR'S CERTIFICATE
 This map correctly represents a survey made by me or under my direction in conformance with the Survey Recording Act in August 1995 at the request of Don Greer.
 John L. Abernath CERT.#17651
 Date 10/18/95



Skagit Surveyors INC. 806 Metcalf St., Sedro-Woolley, WA 98284
 Phone: (360) 855-2121 FAX: (360) 855-1658



DATE	REVISION	BY	JOB#	1739-95	DRAWN	FEW	CHECKED	JLA	DATE	03AUG95	SCALE	1" = 100'	SHEET	1 OF 1
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vol 17 Survey Pg 140

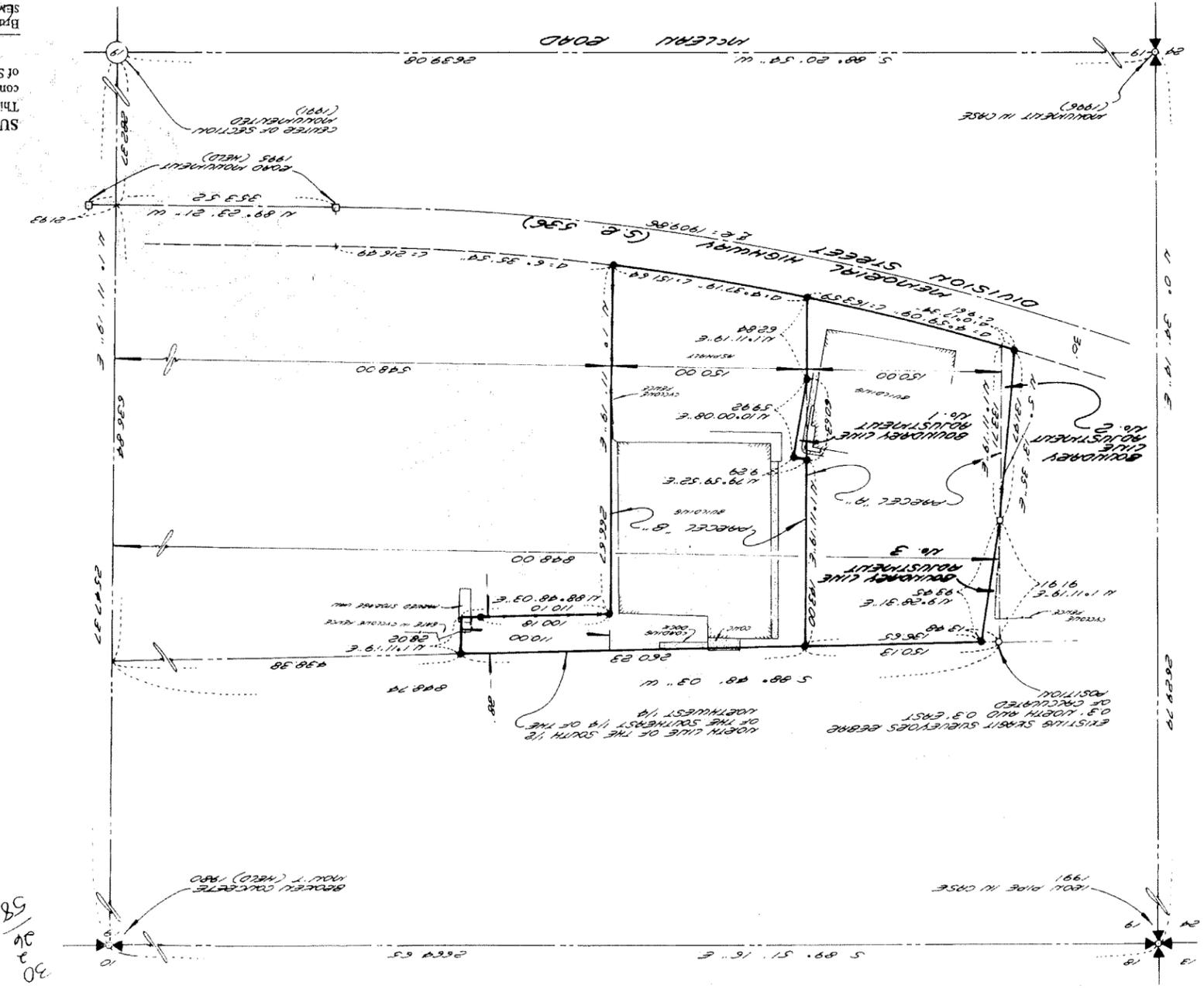
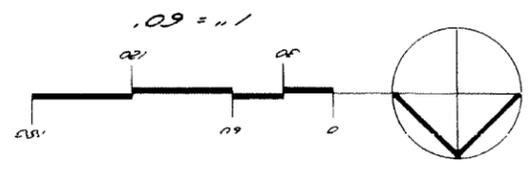
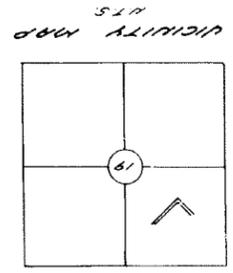
U.18 Survey 1996

SURVEYOR'S CERTIFICATE
 SECTION 19, T34N, R3E, W10
 SKAGIT COUNTY, WASHINGTON
 SHOPPING CENTER PROPERTIES OF MOUNT VERNON
 1" = 60'
 SEMRAU & LISSER
 SURVEYING, PLANNING & ENGINEERING
 MOUNT VERNON, WASH. 98273

SHEET 1 OF 2

AUDITOR'S CERTIFICATE
 Filed for record this 29 day of June, 1996 at 3:21 P.M.
 in Volume 18 of Surveys on pages 106 + 67 at the request of SEMRAU & LISSER
 Auditor's File No. 910490120
 Deputy Kathy Hill
 Skagit County Auditor
 Deputy Mary Svingen

SURVEYOR'S CERTIFICATE
 Bruce G. Lissner, P.L.S., Certificate No. 22960
 SEMRAU & LISSER
 2118 RIVERSIDE DRIVE SUITE 104
 MOUNT VERNON, WA 98273
 PHONE 360-424-9566
 This map correctly represents a survey made by me or under my direction in conformance with the requirements of the Survey Recording Act at the request of Shopping Center Properties of Mount Vernon in April 1996.
 DATE April 20, 1996



910490120

30 26 58

9604290120

SURVEY DESCRIPTION

Parcel "A" (Auditor's File No. 8401300030 "A")

The West 150.00 feet of that portion of the East 848.00 feet of the South 660.00 feet of the Southeast 1/4 of the Northwest 1/4 of Section 19, Township 34 North, Range 4 East, W.M., lying North of Division Street extended West from the Town of Mount Vernon, and Northerly of State Highway,

EXCEPT road right of way.

AND EXCEPT that portion, if any, lying within the Northwest 1/4 of the Southeast 1/4 of the Northwest 1/4 of said Section.

Parcel "B" (Auditor's File No. 8401300030 "E")

The West 150.00 feet of that portion of the East 698.00 feet of the South 1/2 of the Southeast 1/4 of the Northwest 1/4 of Section 19, Township 34 North, Range 4 East, W.M., lying North of Division Street produced West from the City of Mount Vernon and North of State Highway right of way,

EXCEPT road rights of way

Parcel "C" (Auditor's File No. 8401300028)

The North 28.00 feet of the West 110.00 feet of the following described property:

That portion of the East 548.00 feet of the South 1/2 of the Southeast 1/4 of the Northwest 1/4 of Section 19, Township 34 North, Range 4 East, W.M., lying Northerly of Division Street produced West from the City of Mount Vernon, and Northerly of the State Highway right of way and lying Westerly of that certain tract described in Warranty Deed from Harvey E. Vaux and Nymah M. Vaux, husband and wife, to Mount Vernon Lodge No. 1604 of the Benevolent and Protective Order of Elks of the United States of America, recorded under Auditor's File No. 463074.

Boundary Line Adjustment Description #1 (Auditor's File No. 9604110076)

That portion of the West 150.00 feet of the East 698.00 feet of the South 1/2 of the Southeast 1/4 of the Northwest 1/4 of Section 19, Township 34 North, Range 4 East, W.M., lying North of Division Street produced West from the City of Mount Vernon and North of State Highway right of way, EXCEPT road right of way, and being more particularly described as follows:

COMMENCING at the monumented center of said Section 19 as shown on that certain Record of Survey map recorded in Volume 11 of Surveys, Page 94, under Skagit County Auditor's File No. 9106240014, records of Skagit County, Washington; thence North 1° 11' 19" East 636.84 feet along the East line of the Northwest 1/4 of said Section 19 to the Northeast corner of said South 1/2 of the Southeast 1/4 of the Northwest 1/4 of Section 19; thence South 88° 48' 03" West 698.61 feet along the North line of said subdivision to the Northwest corner of the above-described tract, thence South 1° 11' 19" West 143.00 feet along the West line of said above-described tract to the TRUE POINT OF BEGINNING; thence continue South 1° 11' 19" West 60.63 feet, thence North 10° 00' 08" East 59.92 feet to a point bearing South 79° 59' 52" East from the TRUE POINT OF BEGINNING; thence North 79° 59' 52" West 9.29 feet to the TRUE POINT OF BEGINNING.

Boundary Line Adjustment #2 (Auditor's File No. 9604110077)

That portion of the South 1/2 of the Southeast 1/4 of the Northwest 1/4 of Section 19, Township 34 North, Range 4 East, W.M., described as follows:

COMMENCING at the monumented center of said Section 19 as shown on that certain Record of Survey map recorded in Volume 11 of Surveys, Page 94, under Skagit County Auditor's File No. 9106240014, records of Skagit County, Washington; thence North 1° 11' 19" East 636.84 feet along the East line of the Northwest 1/4 of said Section 19 to the Northeast corner of said South 1/2 of the Southeast 1/4 of the Northwest 1/4 of Section 19; thence South 88° 48' 03" West 848.74 feet along the North line of said subdivision to a point on the West line of the East 848.00 feet of said Southeast 1/4 of the Northwest 1/4; thence South 1° 11' 19" West 91.91 feet along said West line to an existing fence line running in a Northeast to Southwest direction and being the TRUE POINT OF BEGINNING; thence South 5° 13' 35" West 131.47 feet along said fence line and fence line projected Southwesterly to a point of curvature on the Northerly margin of State Highway No. 536 (Memorial Highway); thence along the arc of said curve concave to the Northeast, having an initial tangent bearing of South 73° 11' 00" East, a radius of 1879.86 feet, through a central angle of 0° 17' 34", an arc distance of 9.61 feet to a point bearing South 1° 11' 19" West from the TRUE POINT OF BEGINNING; thence North 1° 11' 19" East 133.71 feet to the TRUE POINT OF BEGINNING.

Boundary Line Adjustment #3 (Auditor's File No. 9604110077)

That portion of the West 150.00 feet of the East 848.00 feet of the South 1/2 (called South 660 feet in previous description) of the Southeast 1/4 of the Northwest 1/4 of Section 19, Township 34 North, Range 4 East, W.M., lying North of Division Street extended West from the Town of Mount Vernon, and Northerly of State Highway, EXCEPT road right of way, and being more particularly described as follows:

COMMENCING at the monumented center of said Section 19 as shown on that certain Record of Survey map recorded in Volume 11 of Surveys, Page 94, under Skagit County Auditor's File No. 9106240014, records of Skagit County, Washington; thence North 1° 11' 19" East 636.84 feet along the East line of the Northwest 1/4 of said Section 19 to the Northeast corner of said South 1/2 of the Southeast 1/4 of the Northwest 1/4 of Section 19; thence South 88° 48' 03" West 848.74 feet along the North line of said subdivision to the Northwest corner of the above-described tract, and being the TRUE POINT OF BEGINNING; thence South 1° 11' 19" West 91.91 feet along the West line of said East 848.00 feet of the South 1/2 of the Southeast 1/4 of the Northwest 1/4 to an existing fence line running in a Northeast to Southwest direction; thence North 9° 28' 31" East 93.45 feet to the North line of said South 1/2 of the Southeast 1/4 of the Northwest 1/4; thence South 88° 48' 03" West 13.48 feet along said North line to the TRUE POINT OF BEGINNING.

ALL OF THE ABOVE BEING SUBJECT TO AND TOGETHER WITH easements, reservations, restrictions, covenants, liens and other instruments of record.

All situate in the County of Skagit, State of Washington.

NOTES

- - Indicates rebar set and capped with yellow cap inscribed LISSER 22960.
○ - Indicates existing rebar or pipe found.
- Basis of Bearing: Monumented East line of the Northwest 1/4 of Section 19, T. 34 N., R. 4 E, W.M.
Bearing = North 1° 11' 19" East.
- Meridian: Assumed
- Instrumentation: Leitz Set 4 Theodolite Distance Meter
- Survey Procedure: Standard field traverse
- Survey descriptions are from instruments recorded under Skagit County Auditor's File Numbers 8401300028, 8401300030, 9604110076 and 9604110077.
- For additional survey information see Record of Survey Maps recorded in Volume 11 of Surveys, Page 94 and Volume 12 of Surveys, Page 21, all in records of Skagit County, Washington.
- This survey was prepared at the request of Shopping Center Properties of Mount Vernon for the delineation and staking of deeded boundary lines.
- Except as specifically stated or shown on this survey map, this survey does not purport to reflect all of the following which may be applicable to the subject real estate: easements, building setback lines, restrictive covenants, subdivision restrictions, zoning or other land-use regulations and any other facts that an accurate and current title search may disclose.



8/26/96

SHEET 2 OF 2

SURVEY IN A PORTION OF THE SOUTHEAST 1/4 OF NORTHWEST 1/4 OF SECTION 19, T34N, R4E, W1M, SKAGIT COUNTY, WASHINGTON
SHOPPING CENTER PROPERTIES OF MOUNT VERNON

128 119 125 66	BRUCE G. LISSER	1" = 60'
PROFESSIONAL ASSIGNED	SURVEYING - PLANNING ENGINEERING	95-071
	MOUNT VERNON, WA 98294 9556	

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SUBMITTAL REQUIREMENTS: The applicant may ask for a waiver of any of the following submittal application materials at their pre-application meeting; and the Community & Economic Development Department will review the applicant's request, and either approve or disallow the waiver, in writing.

SUBMITTAL REQUIREMENTS FOR A MAP AND/OR TEXT AMENDMENT – AND REZONE WITH MAP AMENDMENTS:

Check when Received:	Submittal Item:	Number of Copies:	Item Waived:
<input type="checkbox"/>	Affidavit for Submitted Labels A form on which an applicant certifies that they obtained the names and addresses of those property owners they were directed to and that this information was obtained from the Skagit County Assessor's office within the previous 30 days. This affidavit is provided by the CEDD to applicants.	1	
<input type="checkbox"/>	Fees Application fees must be paid when an application is submitted to the CEDD. The total fee amount will be determined at the pre-submittal meeting with a staff planner.		\$1,400 ⁰⁰
<input type="checkbox"/>	Master Land Use Form A form on which an applicant provides their name and contact information and the name and contact information of the property owner if it is not the applicant. Contractor's information shall be provided on this form (if known), along with general information including the site address, parcel number(s), existing/proposed land uses, existing/proposed Comprehensive Plan designations, existing/proposed zoning designations, site area, project valuation and whether or not the site is within 200 feet of an area designated as a critical area. The current owner(s) of the land must provide their notarized signatures on this form. This form is provided by the CEDD to applicants.	1	
<input type="checkbox"/>	Assessor's Map Showing Site and Surrounding Area A map obtained from the Skagit County Assessor's office identifying the subject site illustrating all property within 300 feet of the subject site.	5	
<input type="checkbox"/>	Environmental Checklist Not all projects require SEPA review. Part 9 of the SEPA rules describes types of projects that have been exempted from SEPA requirements because they are unlikely to have a significant adverse environmental impact or were designated exempt by the legislature. The following are examples of projects exempt from SEPA review. For a complete list of categorical exemptions see WAC 197-11-800 attached and Section 15.06.095 Mount Vernon Municipal Code (MVMC). <ul style="list-style-type: none"> • Residential dwellings up to 10 units, cumulative. • Agricultural buildings up to 30,000 square feet, cumulative. • Office, school, commercial, recreational, service or storage buildings up to 12,000 square feet. • Parking lots up to 40 spaces, cumulative. • Subdivision of land into 9 lots or less. • Fills or excavations up to 500 cumulative cubic yards. • Installation of utility lines greater than 8-inches in diameter. • Work that will be done on or near a critical area. If your project triggers SEPA review the "SEPA Checklist" will need to be completed. This checklist contains extensive questions about the natural environment (earth, air, water, etc.) and the built environment (traffic, schools, noise, etc.) of your site. Each question shall be answered accurately and to the best of your knowledge. If a question does not apply, please write "does not apply". The questions apply to the entire project. Any future plans should be included when answering these questions. The SEPA review process requires an evaluation of cumulative impacts. For this reason it is critical to state all current and future development intentions clearly. In most cases this will prevent you from having to go back through the SEPA review process. CEDD staff can provide you with a copy of a SEPA checklist, if you need one.	5	

✓
5/18
notarized

<input type="checkbox"/>	Existing covenants (recorded copy) The recorded limitation on property, or assignment of responsibility, which may be set forth in the property deed and/or identified in a title report.	2	
<input type="checkbox"/>	Existing Easements (recorded copy) A recorded document by the property owner granting one or more privileges to use the owner's land to and/or for the use by the public, a corporation or another person or entity. Easements may be referenced by property deed and are identified in the property title report.	2	
<input type="checkbox"/>	Flood Hazard Data and/or Flood Zone Location Data, including plans in duplicate drawn to scale showing the nature, location, dimensions, and elevations of the area in question; existing or proposed structures, fill, storage of materials, drainage facilities, and the location of the foregoing; elevation in relation to mean sea level of the lowest floor (including basement) of all structures; elevation in relation to mean sea level to which any structure has been floodproofed; certification by a registered professional engineer or architect that the floodproofing methods satisfy the City's floodproofing criteria; and a description of the extent to which a watercourse would be altered or relocated as a result of proposed development. The horizontal and vertical control datum shall be clearly shown.	1	
<input type="checkbox"/>	Justification for Proposal A written description and associated mapping setting forth the reasons in favor of the application and addressing permit specific evaluation criteria found in Mount Vernon Municipal Code.	9	
<input type="checkbox"/>	Legal Description A description of a piece of land which allows an independent surveyor to locate and identify it. Usually it uses one of the following methods: government survey, metes and bounds or recorded plat (lot and block number).	3	
<input type="checkbox"/>	Legal Description, electronic Copy in MS Word Format		202 - don't need now
<input type="checkbox"/>	List of Site and Surrounding Property Owners and Mailing Labels for Same A listing of all current property owners and their mailing addresses and Skagit County Assessor's account numbers within the area specified by MVMC 14.05.150(A)(3) of the boundaries of the subject site as obtained from the Skagit County Assessor's office. The list shall include a notarized statement from the applicant attesting that the ownership information provided is current and accurate. Current shall mean obtained within the past thirty (30) days unless otherwise approved by the CEDD.	4 5	
<input type="checkbox"/>	Map of Existing Site Conditions A plan drawn at the same scale as, or combined with, the grading plan or topography map showing existing topography at two foot contours or less, and including structural and natural features. The plan shall include major trees, shrubs, large rocks, creeks and watersheds, floodplains, buildings, roadways and trails.	9	
<input type="checkbox"/>	Neighborhood Detail Map A map, drawn at a scale of one inch equals one hundred feet (1" = 100') or other scale approved by the CEDD. The map shows the location of the subject site relative to the property boundaries of the surrounding parcels within approximately one thousand feet identifies the subject site with a darker perimeter line than that of surrounding properties. The map also shows the property's lot lines, existing land uses, building outlines, City boundaries (if applicable), north arrow, graphic scale, and City of Mount Vernon street names for all streets shown.	5	
<input type="checkbox"/>	Plan Reductions Eight and one-half inch by eleven inch (8-1/2" x 11") or eleven inches by seventeen inches (11" x 17") reductions of all required full size plan sheets including, but not limited to elevations, landscape plans, conceptual utility plans, site plan, and neighborhood detail/vicinity map that will yield legible photocopies.	3	
<input type="checkbox"/>	Pre-Application Meeting Summary A copy of the memorandum provided to an applicant by planning staff at the pre-application meeting. Please note that pre-applications meeting approvals expire six (6) months following a meeting that is held.	1	
<input type="checkbox"/>	Project Narrative A clear and concise description and summary of a proposed project, including: a. Project name, size and location of site;	9	

(D)

(D)

	<p>a. Zoning and Comprehensive Plan designations of the site and adjacent properties;</p> <p>b. Current use of the site and any existing improvements;</p> <p>c. Special site features (i.e., wetlands, water bodies, steep slopes, or other critical areas); and a description of the buffers that will be required for each feature;</p> <p>d. Statement addressing soil type and drainage conditions;</p> <p>e. Proposed use of the property and scope of the proposed development (i.e., height, square footage, lot coverage, parking, access, etc.);</p> <p>f. Proposed off-site improvements (i.e., installation of sidewalks, fire hydrants, sewer main, etc.);</p> <p>g. Total estimated construction cost and estimated fair market value of the proposed project;</p> <p>h. Estimated quantities and type of materials involved if any fill or excavation is proposed;</p> <p>i. Number, type and size of trees to be removed;</p> <p>j. Explanation of any land to be dedicated to the City; and,</p> <p>k. For shoreline applications:</p> <ol style="list-style-type: none"> i. Name of adjacent water area or wetlands, ii. Nature of existing shoreline – describe, iii. Type of shoreline (i.e., lake, stream, lagoon, march, bog, floodplain, floodway), iv. Type of beach (i.e., accretion, erosion, high bank-low bank), v. Type of material (i.e., sand, gravel, mud, clay, rock, riprap), vi. The extent and type of any bulkheading, and vii. The number and location of structures and/or residential units (existing and potential) which might have views obstructed as a result of the proposed project. <p>l. For subdivision applications: the proposed number, size, and density of the new lots.</p>		
<input type="checkbox"/>	<p>Title Report or Plat Certificate</p> <p>A document prepared by a title insurance company documenting the ownership and title of all interested parties in the plat, subdivision, dedication, development or action that lists all encumbrances. The certificate or report shall be dated within 30 days prior to the submittal of a permit to the City. An updated certificate or report dated within 30 days before final plat approval is also necessary. Copies of all the encumbrances listed within the certificate or report shall be provided.</p>	<p>2</p>	

SUBMITTAL REQUIREMENTS FOR A COMPREHENSIVE PLAN TEXT AMENDMENT:

If you are applying for a text amendment all of the items within the table above must be submitted with the exception of the following:

- Assessor’s Map Indicating Site/Area;
- Existing Covenants or Easements;
- Flood Hazard Data and/or Flood Zone Location;
- Legal Description;
- Legal Description in MS Word Format;
- List of Site and Surrounding Property Owners;
- Map of Existing Site Conditions;
- Neighborhood Detail Map; and,
- Plan Reductions.