



201210180007

Skagit County Auditor

10/18/2012 Page 1 of 14 9:57AM

When recorded return to:

Land Title and Escrow  
P.O. Box 445, 111 East George Hopper Road  
Burlington, WA 98233

Filed for Record at Request of  
Land Title and Escrow  
Escrow Number: 143399-OE

Grantor: Cammock, L.L.C.  
Grantee: FSG, LLC

LAND TITLE OF SKAGIT COUNTY

### REAL ESTATE CONTRACT (RESIDENTIAL SHORT FORM)

ANY OPTIONAL PROVISION NOT INITIALED BY ALL PERSONS SIGNING THIS CONTRACT --  
WHETHER INDIVIDUALLY OR AS AN OFFICER OR AGENT -- IS NOT A PART OF THIS  
CONTRACT.

1. PARTIES AND DATE. This Contract is entered into on October 17, 2012 between  
**CAMMOCK, L.L.C., a Washington Limited Liability Company** as "Seller" and **FSG, LLC, a State of  
Delaware Limited Liability Company** as "Purchaser."

2. SALE AND LEGAL DESCRIPTION. Seller agrees to sell to Purchaser and Purchaser agrees to purchase  
from  
Seller the following described real estate in **Skagit County**, State of Washington:

Abbreviated Legal: Lot 1, Burlington Short Plat NoSS-3-07; Ptn Trl8&21, Burlington Acreage Property &  
Ptn Lot 59, Tinas Coma

See Attached Exhibit "A"

Tax Parcel Number(s): **3867-000-021-0209, P62401 IOP**

3. PERSONAL PROPERTY. Personal property, if any, included in the sale is as follows:

No part of the purchase price is attributed to personal property.

4.	(a)	PRICE. Purchaser agrees to pay:		
			\$ <u>79,000.00</u>	Total Price
		Less	\$ <u>15,000.00</u>	Down Payment
		Less	\$ <u>-0-</u>	Assumed Obligation (s)
		Results in	\$ <u>64,000.00</u>	Amount Financed by Seller.

(b) ASSUMED OBLIGATIONS. Purchaser agrees to pay the above Assumed Obligation(s)  
by  
assuming and agreeing to pay that certain N/A dated N/A  
(Mortgage, Deed of Trust, Contract)  
recorded as AF# \_\_\_\_\_ Seller warrants the unpaid balance of said obligation is  
\$ N/A which is payable \$ N/A on or before the N/A  
day of N/A, N/A interest at the rate of  
N/A % per annum on the declining balance thereof; and a like amount on or before the  
N/A day of each and every N/A thereafter until paid in full.

Note: Fill in the date in the following two lines only if there is an early cash out date.

NOTWITHSTANDING THE ABOVE, THE ENTIRE BALANCE OF PRINCIPAL AND INTEREST IS  
DUE IN FULL NOT LATER THAN N/A

ANY ADDITIONAL ASSUMED OBLIGATIONS ARE INCLUDED IN ADDENDUM.

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX  
2012 3306  
OCT 18 2012

Amount Paid \$ 1411.20  
Skagit Co. Treasurer  
By [Signature] Deputy

(c) PAYMENT OF AMOUNT FINANCED BY SELLER.

Purchaser agrees to pay the sum of \$ \_\_\_\_\_ as follows:

\$ 400.00 or more at purchaser's option on or before the 1st day of December, 2012

including interest from November 1, 2012 at the rate of 6.000 % per annum

on the declining balance thereof; and a like amount or more on or before the 1st day of each and every month thereafter until paid in full.

Note: Fill in the date in the following two lines only if there is an early cash out date.

NOTWITHSTANDING THE ABOVE, THE ENTIRE BALANCE OF PRINCIPAL AND INTEREST IS DUE IN FULL NOT LATER THAN November 1, 2014.

Payments are applied first to interest and then to principal. Payments shall be made at Skagit State Bank or such other place as the Seller may hereafter indicate in writing.

5. FAILURE TO MAKE PAYMENTS ON ASSUMED OBLIGATIONS. If Purchaser fails to make any payments on assumed obligation(s), Seller may give written notice to Purchaser that unless Purchaser makes the delinquent payment(s) within fifteen (15) days, Seller will make the payment(s), together with any late charge, additional interest, penalties, and costs assessed by the Holder of the assumed obligation(s). The 15-day period may be shortened to avoid the exercise of any remedy by the Holder of the assumed obligation(s). Purchaser shall immediately after such payment by Seller reimburse Seller for the amount of such payment plus a late charge equal to five percent (5%) of the amount so paid plus all costs and attorneys' fees incurred by Seller in connection with making such payment.

6. (a) OBLIGATIONS TO BE PAID BY SELLER. The Seller agrees to continue to pay from payments received hereunder the following obligation, which obligation must be paid in full when Purchaser pays the purchase price in full:

That certain N/A dated N/A  
Recorded as AF # N/A

ANY ADDITIONAL OBLIGATION TO BE PAID BY SELLER ARE INCLUDED IN ADDENDUM.

(b) EQUITY OF SELLER PAID IN FULL. If the balance owed the Seller on the purchase price herein becomes equal to the balance owed on prior encumbrances being paid by Seller, Purchaser will be deemed to have assumed said encumbrances as of that date. Purchaser shall thereafter make payments direct to the holders of said encumbrances and make no further payments to Seller. Seller shall at that time deliver to Purchaser a fulfillment deed in accordance with the provisions of Paragraph 8.

(c) FAILURE OF SELLER TO MAKE PAYMENTS ON PRIOR ENCUMBRANCES. If Seller fails to make any payments on any prior encumbrance, Purchaser may give written notice to Seller that unless Seller makes the delinquent payments within 15 days, Purchaser will make the payments together with any late charge, additional interest, penalties, and costs assessed by the holder of the prior encumbrance. The 15-day period may be shortened to avoid the exercise of any remedy by the holder of the prior encumbrance. Purchaser may deduct the amounts so paid plus a late charge of 5% of the amount so paid and any attorneys' fees and costs incurred by Purchaser in connection with the delinquency from payments next becoming due Seller on the purchase price. In the event Purchaser makes such delinquent payments on three occasions, Purchaser shall have the right to make all payments due thereafter directly to the holder of such prior encumbrance and deduct the then balance owing on such prior encumbrance from the then balance owing on the purchase price and reduce periodic payments on the balance due Seller by the payments called for in such prior encumbrance as such payments become due.

7. OTHER ENCUMBRANCES AGAINST THE PROPERTY. The property is subject to encumbrances including the following listed tenancies, easements, restrictions, and reservations in addition to the obligations assumed by Purchaser and the obligations being paid by Seller:

ANY ADDITIONAL NON-MONETARY ENCUMBRANCES ARE INCLUDED IN ADDENDUM.

8. FULFILLMENT DEED. Upon payment of all amounts due Seller, Seller agrees to deliver to Purchaser a Statutory Warranty Deed in fulfillment of this Contract. The covenants of warranty in said deed shall not apply to any encumbrances assumed by Purchaser or to defects in title arising subsequent to the date of this Contract by, through, or under persons other than the Seller herein. Any personal property included in the sale shall be included in the fulfillment deed.

9. LATE CHARGES. If any payment on the purchase price is not made within 10 days after the date it is due, Purchaser agrees to pay a late charge equal to 5% of the amount of such payment. Such late payment charge shall be in addition to all other remedies available to Seller and the first amounts received from Purchaser after such late charges are due shall be applied to the late charges.



10. NO ADVERSE EFFECT ON PRIOR ENCUMBRANCES. Seller warrants that entry into this Contract will not cause in any prior encumbrance (a) a breach, (b) accelerated payments, or (c) an increased interest rate; unless (a), (b), or (c) has been consented to by Purchaser in writing.

11. POSSESSION. Purchaser is entitled to possession of the property from and after the date of this Contract or October 18, 2012, whichever is later, subject to any tenancies described in Paragraph 7.

12. TAXES, ASSESSMENTS, AND UTILITY LIENS. Purchaser agrees to pay by the date due all taxes and assessments becoming a lien against the property after the date of this Contract. Purchaser may in good faith contest any such taxes or assessments so long as no forfeiture or sale of the property is threatened as the result of such contest. Purchaser agrees to pay when due any utility charges which may become liens superior to Seller's interest under this Contract. If real estate taxes and penalties are assessed against the property subsequent to date of this Contract because of a change in use prior to the date of this Contract for Open Space, Farm, Agricultural, or Timber classifications approved by the County or because of a Senior Citizen's Declaration to Defer Property Taxes filed prior to the date of this Contract, Purchaser may demand in writing payment of such taxes and penalties within 30 days. If payment is not made, Purchaser may pay and deduct the amount thereof plus 5% penalty from the payments next becoming due Seller under the Contract.

13. INSURANCE. Purchaser agrees to keep all buildings now or hereafter erected on the property described herein continuously insured under fire and extended coverage policies in an amount not less than the balances owed on obligations assumed by Purchaser plus the balance due Seller, or full insurable value, whichever is lower. All policies shall be held by the Seller and be in such companies as the Seller may approve and have loss payable first to any holders of underlying encumbrances, then to Seller as their interests may appear and then to Purchaser. Purchaser may within 30 days after loss negotiate a contract to substantially restore the premises to their condition before the loss. If the insurance proceeds are sufficient to pay the contract price for restoration or if the Purchaser deposits in escrow any deficiency with instructions to apply the funds on the restoration contract, the property shall be restored unless the underlying encumbrances provide otherwise. Otherwise the amount collected under any insurance policy shall be applied upon any amounts due hereunder in such order as the Seller shall determine. In the event of forfeiture, all rights of Purchaser in insurance policies then in force shall pass to Seller.

14. NONPAYMENT OF TAXES, INSURANCE, AND UTILITIES CONSTITUTING LIENS. If Purchaser fails to pay taxes or assessments, insurance premiums, or utility charges constituting liens prior to Seller's interest under this Contract, Seller may pay such items and Purchaser shall forthwith pay Seller the amount thereof plus a late charge of 5% of the amount thereof plus any costs and attorney's fees incurred in connection with making such payment.

15. CONDITION OF PROPERTY. Purchaser accepts the property in its present condition and acknowledges that Seller, his agents, and subagents have made no representation or warranty concerning the physical condition of the property or the uses to which it may be put other than as set forth herein. Purchaser agrees to maintain the property in such condition as complies with all applicable laws.

16. RISK OF LOSS. Purchaser shall bear the risk of loss for destruction or condemnation of the property. Any such loss shall not relieve Purchaser from any of Purchaser's obligations pursuant to this Contract.

17. WASTE. Purchaser shall keep the property in good repair and shall not commit or suffer waste or willful damage to or destruction of the property. Purchaser shall not remove commercial timber without the written consent of Seller.

18. AGRICULTURAL USE. If this property is to be used principally for agricultural purposes, Purchaser agrees to conduct farm and livestock operations in accordance with good husbandry practices. In the event a forfeiture action is instituted, Purchaser consents to Seller's entry on the premises to take any reasonable action to conserve soil, crops, trees, and livestock.

19. CONDEMNATION. Seller and Purchaser may each appear as owners of an interest in the property in any action concerning condemnation of any part of the property. Purchaser may within 30 days after condemnation and removal of improvements, negotiate a contract to substantially restore the premises to their condition before the removal. If the condemnation proceeds are sufficient to pay the contract price for restoration or if the Purchaser deposits in escrow any deficiency with instructions to apply the funds on the restoration contract, the property shall be restored unless underlying encumbrances provide otherwise. Otherwise, proceeds of the award shall be applied in payment of the balance due on the purchase price, as Seller may direct.



20. **DEFAULT.** If the Purchaser fails to observe or perform any term, covenant, or condition of this Contract, Seller may:

(a) Suit for Installments. Sue for any delinquent periodic payment; or

(b) Specific Performance. Sue for specific performance of any of Purchaser's obligations pursuant to this Contract; or

(c) Forfeit Purchaser's Interest. Forfeit this Contract pursuant to Ch: 61.30, RCW, as it is presently enacted and may hereafter be amended. The effect of such forfeiture includes: (i) all right, title, and interest in the property of the Purchaser and all persons claiming through the Purchaser shall be terminated; (ii) the Purchaser's rights under the Contract shall be cancelled; (iii) all sums previously paid under the Contract shall belong to and be retained by the Seller or other person to whom paid and entitled thereto; (iv) all improvements made to and unharvested crops on the property shall belong to the Seller; and (v) Purchaser shall be required to surrender possession of the property, improvements, and unharvested crops to the Seller 10 days after the forfeiture.

(d) Acceleration of Balance Due. Give Purchaser written notice demanding payment of said delinquencies and payment of a late charge of 5% of the amount of such delinquent payments and payment of Seller's reasonable attorney's fees and costs incurred for services in preparing and sending such Notice and stating that if payment pursuant to said Notice is not received within thirty (30) days after the date said Notice is either deposited in the mail addressed to the Purchaser or personally delivered to the Purchaser, the entire balance owing, including interest, will become immediately due and payable. Seller may thereupon institute suit for payment of such balance, interest, late charge, and reasonable attorneys' fees and costs.

(e) Judicial Foreclosure. Sue to foreclose this contract as a mortgage, in which event Purchaser may be liable for a deficiency.

21. **RECEIVER.** If Seller has instituted any proceedings specified in Paragraph 20 and Purchaser is receiving rental or other income from the property, Purchaser agrees that the appointment of a receiver for the property is necessary to protect Seller's interest.

22. **PURCHASER'S REMEDY FOR SELLER'S DEFAULT.** If Seller fails to observe or perform any term, covenant, or condition of this Contract, Purchaser may, after 30 days' written notice to Seller, institute suit for damages or specific performance unless the breaches designated in said notice are cured.

23. **NON-WAIVER.** Failure of either party to insist upon strict performance of the other party's obligations hereunder shall not be construed as a waiver of strict performance thereafter of all of the other party's obligations hereunder and shall not prejudice any remedies as provided herein.

24. **ATTORNEYS' FEES AND COSTS.** In the event of any breach of this Contract, the party responsible for the breach agrees to pay reasonable attorney's fees and costs, including costs of service of notices and title searches, incurred by the other party. The prevailing party in any suit instituted arising out of this Contract and in any forfeiture proceedings arising out of this Contract shall be entitled to receive reasonable attorney's fees and costs incurred in such suit or proceedings.

25. **NOTICES.** Notices shall be either personally served or shall be sent certified mail, return receipt requested, and by regular first class mail to Purchaser at **336 A East Fairhaven Ave. , Burlington, WA 98233** and to Seller at **P.O. Box 836 Mount Vernon, WA 98273** or such other addresses as either party may specify in writing to the other party. Notices shall be deemed given when served or mailed. Notice to Seller shall also be sent to any institution receiving payments on the Contract.

26. **TIME FOR PERFORMANCE.** Time is of the essence in performance of any obligations pursuant to this Contract.

27. **SUCCESSORS AND ASSIGNS.** Subject to any restrictions against assignment, the provisions of this Contract shall be binding on the heirs, successors, and assigns of the Seller and the Purchaser.

28. **OPTIONAL PROVISION -- SUBSTITUTION AND SECURITY ON PERSONAL PROPERTY.** Purchaser may substitute for any personal property specified in Paragraph 3 herein other personal property of like nature which Purchaser owns free and clear of any encumbrances. Purchaser hereby grants Seller a security interest in all personal property specified in Paragraph 3 and future substitutions for such property and agrees to execute a financing statement under the Uniform Commercial Code reflecting such security interest.

SELLER

INITIALS:

PURCHASER

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_



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29. OPTIONAL PROVISION -- ALTERATIONS. Purchaser shall not make any substantial alteration to the improvements on the property without the prior written consent of Seller, which consent will not be unreasonably withheld.

SELLER INITIALS: PURCHASER  
\_\_\_\_\_  
\_\_\_\_\_

30. OPTIONAL PROVISION -- DUE ON SALE. If Purchaser, without written consent of Seller, (a) conveys, (b) sells, (c) leases, (d) assigns, (e) contracts to convey, sell, lease or assign, (f) grants an option to buy the property, (g) permits a forfeiture or foreclosure or trustee or sheriff's sale of any of the Purchaser's interest in the property or this Contract, Seller may at any time thereafter either raise the interest rate on the balance of the purchase price or declare the entire balance of the purchase price due and payable. If one or more of the entities comprising the Purchaser is a corporation, any transfer or successive transfers in the nature of items (a) through (g) above of 49% or more of the outstanding capital stock shall enable Seller to take the above action. A lease of less than 3 years (including options for renewals), a transfer to a spouse or child of Purchaser, a transfer incident to a marriage dissolution or condemnation, and a transfer by inheritance will not enable Seller to take any action pursuant to this Paragraph; provided the transferee other than a condemn or agrees in writing that the provisions of this paragraph apply to any subsequent transaction involving the property entered into by the transferee.

SELLER INITIALS: PURCHASER  
*[Signature]* \_\_\_\_\_ *MSJ* \_\_\_\_\_  
\_\_\_\_\_

31. OPTIONAL PROVISION -- PRE-PAYMENT PENALTIES ON PRIOR ENCUMBRANCES. If Purchaser elects to make payments in excess of the minimum required payments on the purchase price herein, and Seller, because of such prepayments, incurs prepayment penalties on prior encumbrances, Purchaser agrees to forthwith pay Seller the amount of such penalties in addition to payments on the purchase price.

SELLER INITIALS: PURCHASER  
\_\_\_\_\_  
\_\_\_\_\_

32. OPTIONAL PROVISION -- PERIODIC PAYMENTS ON TAXES AND INSURANCE. In addition to the periodic payments on the purchase price, Purchaser agrees to pay Seller such portion of the real estate taxes and assessments and fire insurance premium as will approximately total the amount due during the current year based on Seller's reasonable estimate.

The payments during the current year shall be \$ \_\_\_\_\_ per \_\_\_\_\_.

Such "reserve" payments from Purchaser shall not accrue interest. Seller shall pay when due all real estate taxes and insurance premiums, if any, and debit the amounts so paid to the reserve account. Purchaser and Seller shall adjust the reserve account in April of each year to reflect excess or deficit balances and changed costs. Purchaser agrees to bring the reserve account balance to a minimum of \$10 at the time of adjustment.

SELLER INITIALS: PURCHASER  
\_\_\_\_\_  
\_\_\_\_\_

33. ADDENDA. Any addenda attached hereto are a part of this Contract.

34. ENTIRE AGREEMENT. This Contract constitutes the entire agreement of the parties and supersedes all prior agreements and understandings, written or oral. This Contract may be amended only in writing executed by Seller and Purchaser.



IN WITNESS WHEREOF the parties have signed and sealed this Contract the day and year first above written.

Cammock, L.L.C.

By: Craig E. Cammock, General Manager

FSG, LLC

By: Michael S. Jones, Manager

STATE OF Washington }  
County of Skagit } SS:

I certify that I know or have satisfactory evidence Craig E. Cammock  
the person who appeared before  
me, and said person acknowledged that he signed this instrument, on oath stated He is  
authorized to execute the instrument and is General Manager  
of Cammock, L.L.C., a Washington Limited Liability Company  
to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: October 17th 2012

Karen Ashley

Notary Public in and for the State of Washington

Residing at \_\_\_\_\_

My appointment expires: \_\_\_\_\_



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Skagit County Auditor

STATE OF Washington  
County of Skagit

)  
) SS:

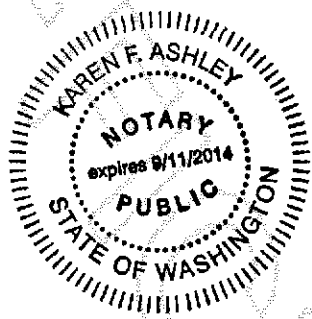
I certify that I know or have satisfactory evidence Michael S. Jones

\_\_\_\_\_ the person who appeared before  
me, and said person acknowledged that he \_\_\_\_\_ signed this instrument, on oath stated He is  
authorized to execute the instrument and is Manager  
\_\_\_\_\_ of FSG, LLC a Delaware Limited Liability Company  
to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: October 17, 2012

Karen Ashley

Karen Ashley  
Notary Public in and for the State of Washington  
Residing at Sedro-Woolley  
My appointment expires: 9/11/2014



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**EXHIBIT "A"**

Lot 1, Burlington Short Plat No. SS-3-07, approved October 2, 2012, recorded October 5, 2012, under Auditor's File No. 201210050061; being a portion of Tracts 18 and 21, "PLAT OF THE BURLINGTON ACREAGE PROPERTY" as per plat recorded in Volume 1 of Plats, Page 49; AND also being a portion of Lot 59, "PLAT OF TINAS COMA", as per plat recorded on August 11, 2000, under Skagit County Auditor's File No. 200008110004; all records of Skagit County, State of Washington;

Situate in City of Burlington, County of Skagit, State of Washington.

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EXCEPTIONS:

ADDENDUM

A. AGREEMENT AND THE TERMS AND CONDITIONS THEREOF

Between: Public Utility District No. 1 of Skagit County, Washington,  
a municipal corporation of the County of Skagit, State of  
Washington

And: Bechtel Corporation, a Delaware corporation, its successors  
and assigns

Dated: October 27, 1965

Recorded: November 10, 1965

Auditor's No.: 674383

Regarding:

"... a permanent easement 10 feet in width, being 2 feet to the left and 8 feet to the right (going in a general Westerly direction) of the centerline of the pipeline as finally located by Grantee on which to lay, construct, maintain, operate, alter, repair and remove, the transportation of limestone slurry, on, under and through certain lands which the undersigned owns, or in which the undersigned has an interest..."

B. Sewer Easement as disclosed by instrument recorded under Skagit County Auditor's File No. 692899.

(Exceptions A-B, above affect that portion of "PLAT OF BURLINGTON ACREAGE PROPERTY" only).

C. SLOPE RIGHTS AND WAIVER OF DAMAGES AS SHOWN ON PLAT, AS FOLLOWS:

Right to make all necessary slope for cuts and fills upon the lots and blocks shown hereon in the original reasonable grading of all such streets and avenues shown hereon. Said owners, contract purchasers and mortgage holders or lien holders further waive all claims for damages which may be occasioned to the adjacent land by the established construction, drainage and maintenance of said street and avenues.

D. EASEMENTS SHOWN ON THE FACE OF PLAT, AS FOLLOWS:

An easement is hereby reserved for and granted to the City of Burlington, Public Utility District No. 1, Puget Sound Energy, G.T.E., Cascade Natural Gas Corp., and TCI Cablevision of Washington Inc. and their respective successors and assigns under and upon the exterior ten (10) feet of front boundary lines of all lots and tracts and other utility easements shown on the face of the plat, in which to install, lay, construct, renew, operate, maintain, and remove utility systems, line, fixtures, and appurtenances attached thereto, for the purpose of providing utility services to the subdivision and other property, together with the right to enter upon the lots and tracts at all times for the purposes stated, with the understanding that any grantee shall be responsible for all unnecessary damage it causes to any real property owner in the subdivision by the exercise of rights and privileges herein granted.



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EXCEPTIONS CONTINUED:

D. (continued):

Water Pipeline Easement:

Easements are granted to Public Utility District No. 1 of Skagit County, Washington, a municipal corporation, its successors or assigns, the perpetual right, privilege, and authority enabling the PUD 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 lands as shown on this plat 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, trees, 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.

E. Declaration of Protective Covenants, Restrictions, Easements and Reservations, including provision for the levy of Assessments by Tinas Coma Owners Association, and the terms and conditions thereof:

Executed By: Property Investors, L.L.C.  
Recorded: August 24, 2000  
Auditor's File No.: 200008240005  
(Copy Attached)

F. EASEMENT SHOWN ON PLAT, AS FOLLOWS:

For: Various purposes  
Affects: As shown

(Exceptions C-F, above affect that portion of "PLAT OF TINAS COMA," only).

G. EASEMENT AND MAINTENANCE AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

Between: Andrey S. Murza and Nataliya Murza, husband and wife  
And: Cammock, LLC, a Washington limited liability company  
Dated: January 17, 2008  
Recorded: January 30, 2008  
Auditor's No.: 200801300136



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EXCEPTIONS CONTINUED:

H. COVENANTS, CONDITIONS, AND RESTRICTIONS CONTAINED IN INSTRUMENT:

Recorded: January 5, 2007  
Auditor's File No.: 200701050123  
As follows:

"The above described property will be combined or aggregated with contiguous property owned by the purchaser. This boundary adjustment is not for the purposes of creating an additional building lot."

I. COVENANTS, CONDITIONS, AND RESTRICTIONS CONTAINED IN INSTRUMENT:

Recorded: March 21, 2008  
Auditor's File No.: 200803210109  
As follows:

"The above described property will be combined or aggregated with contiguous property owned by the purchaser. This boundary adjustment is not for the purposes of creating an additional building lot."

J. 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: Burlington Short Plat No. SS-3-07  
Recorded: October 5, 2012  
Auditor's No.: 201210050061  
As Follows:

CONSENT AND DEDICATION:

Know all men by these presents that we, the undersigned owners in the fee simple or contract purchaser and or mortgage holders of the land hereby platted, do hereby declare this Short Plat and dedicated to the use of the public forever all roads and ways, except private and corporate roads, shown hereon with the right to make all necessary slopes for cuts and fills, and the right to continue to drain said roads and ways over and across any lot or lots, where water might take a natural course, in the original reasonable grading of the roads and ways shown hereon. Following original reasonable grading of roads and ways hereon, no drainage waters on any lot or lots shall be diverted or blocked from their natural course so as to discharge upon any public road right-of-way, or to hamper road drainage. Any enclosing or drainage waters in culverts or drains or rerouting shall be done by and at the expense of such owner.

PUD UTILITY EASEMENT:

Easements and granted to Public Utility District No. 1 of Skagit County, Washington, a municipal corporation, 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, sewer, electrical and communication lines and/or other similar public service related facilities. This includes the right to construct, operate, maintain, inspect, improve, remove, restore, alter, replace, change the size of, relocate, connect to and locate at any time pipe(s), line(s) or related facilities, along with necessary appurtenances for the transportation and control of water, sewer, electrical, and electronic information of facilities over, across, along, in and under the lands as shown on



this plat together with the right of ingress and egress from said lands of the grantor(s).

The grantor(s) also give the district permission to cut, trim, and/or remove all timber, trees, brush, or other growth standing or growing upon the lands of the grantor(s) in the described easement for the purposes of the activities listed above, as well as the right to cut, trim, and/or remove vegetation which, in the opinion of the district, constitutes a menace or danger to said pipe(s), line(s), or related facilities, and/or to persons or property by reason of proximity to the line(s). The grantor(s) agrees that title to all timber, brush, other vegetation or debris trimmed, cut, and removed from the easement pursuant to this agreement is vested in the district.

Grantor(s), 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(s) 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.

#### PRIVATE ROAD, SIDEWALK AND UTILITIES EASEMENT:

An easement is hereby reserved for and granted to the City of Burlington, Public Utility District No. 1, Puget Sound Energy, Verizon Northwest, Cascade Natural Gas Corp., and Comcast Corporation and their respective successors and assigns, under and upon the easement areas shown on the face of this plat and other utility easements, if any, shown on the face of this plat, for roadway, sidewalk, and utility purposes in which to install, lay, construct, renew, operate, maintain, and remove utility systems, lines, fixtures, appurtenances attached thereto, for the purpose of providing road access, utility services and pedestrian access to the subdivision and other property, together with, the right to enter upon the lots and tracts at all times for the purposes stated with the understanding that any grantee shall be responsible for all unnecessary damage it causes to any real property owner in the subdivision by the exercise of rights and privileges herein granted.

#### NOTES:

1.) All maintenance and construction of private roads are the responsibility of the lot owners.

For Homeowners' Association and road maintenance information see document recorded under Skagit County Auditor's File No. 201210050062.

2.) Short Plat number and date of approval shall be included in all deeds and contracts.

3.) Zoning: R-1-8.4

4.) Sewage disposal: City of Burlington Sanitary Sewer System.

Water: P.U.D. No. 1;

Power: Puget Sound Energy;

Telephone: Verizon;

TV: Comcast;

Drainage: City of Burlington storm drainage system.

5.) Street improvements are required for this Short Plat per the approved plan set designed by Skagit Valley Engineering.



201210180007  
Skagit County Auditor

## EXCEPTIONS CONTINUED:

J. CONTINUED:

- 6.) – Indicates iron rod set with yellow cap – Survey number Lisser 22960.
- – Indicates existing rebar or iron rod found
  - – Indicates existing monument in case found.
- 7.) Meridian: Assumed.
- 8.) Basis of bearing: Monumented centerline of Burlington Heights Drive.  
Bearing = North 054° 11' East, per plat of Tinas Coma.
- 9.) Survey description is from Land Title Company Third Amended Subdivision Guarantee Order No. 127800-P, dated August 8, 2012.
- 10.) Instrumentation: Leica TCR705A Theodolite Distance Meter.
- 11.) Survey procedure: Field Traverse.
- 12.) For additional survey and subdivision information see Plat of Burlington Acreage property recorded in Volume 1 of Plats, page 49, and Plat of Tinas Coma, recorded under Auditor's File No. 200008110004, and record of Survey recorded under Auditor's File No. 200001240109, all in records of Skagit County, Washington.
- 13.) No certificate of occupancy will be given for any new construction until any required utilities and roadway improvements are approved and installed to the satisfaction of the City of Burlington Public Works Department.
- 14.) This property is subject to and together with easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record mentioned in said title report under Note 9 above and being recorded under Skagit County Auditor's File Numbers 674383, 692899, 200008240005, 200904290109, 200008110004 and also 200801300136.
- 15.) Owner/Developer: Cammock, LLC, P.O. Box 836, Mount Vernon, WA 98273
- 16.) Lots 1-6 (inclusive) of this subdivision may be subject to impact fees payable prior to issuance of a building permit.
- 17.) A rock stability analysis was conducted by Materials Testing and Consulting, Inc., and documented in a letter dated July 14, 2008. A copy of this letter is available from the Burlington Engineering Department. The letter provides recommendations for drainage and vegetation.
- 18.) A Geologically Hazardous Area site assessment report was prepared for this project by Geoengineers, dated August 4, 2006. The report concludes "that a setback is not necessary for buildings at the site because the excavations and foundations will likely be in bedrock". The report also recommends "that stormwater from roof drainage downspouts be conveyed to the storm drain system". All future construction on Lots 1-6 (inclusive) of this subdivision shall comply with the recommendations of this report. The report is available from the City of Burlington Planning Department.



EXCEPTIONS CONTINUED:

J. (CONTINUED):

19.)A storm drainage report was prepared for this project by Skagit Valley Engineering Consultants, dated November 15, 2007. A copy of this report is available at the City of Burlington Planning Department. All future construction on Lots 1-6 (inclusive) of this subdivision shall comply with the recommendations of this report.

20.)Prior to design or construction on Lots 5 or 6 of this Short Plat, a Geotechnical Analysis shall be required to ensure that any specific design or construction criteria are included with the building permit application.

LOT ADDRESS AND AREA INFORMATION:

- Lot 1 730 Bendtsen Heights Drive 18,845 sq.ft. (inclusive of easements)
- Lot 2 690 Bendtsen Heights Drive 16,021 sq.ft. (inclusive of easements)
- Lot 3 660 Bendtsen Heights Drive 16,804 sq.ft. (inclusive of easements)
- Lot 4 640 Bendtsen Heights Drive 18,687 sq.ft. (inclusive of easements)
- Lot 5 751 Bendtsen Heights Drive 17,387 sq.ft. (inclusive of easements)
- Lot 6 681 Bendtsen Heights Drive 19,020 sq.ft. (inclusive of easements)

K. DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, AND THE TERMS AND CONDITIONS THEREOF:

Executed By:	Cammock, L.L.C., a Washington limited liability company
Dated:	October 4, 2012
Recorded:	October 5, 2012
Auditor's No.:	201210050062



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Skagit County Auditor