

When recorded return to:

Mr. and Mrs. Jose L. Sanchez
1074 Vail Lane
Burlington, WA 98233

Filed for Record at Request of
Wells Fargo Escrow Company
Escrow Number: 04-02682-10

Grantor: Commonwealth Holdings, LLC
Grantee: Jose L. Sanchez and Yesenia Sanchez-Perez

Tax Parcel Number(s): P126108

Abbreviated Legal: Lot 12, Aspen Lane Phase 2
LAND TITLE OF SKAGIT COUNTY

136903-0

Statutory Warranty Deed

THE GRANTOR Commonwealth Holdings, LLC, a Washington Limited Liability Company for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to Jose L. Sanchez and Yesenia Sanchez-Perez, Husband and Wife the following described real estate, situated in the County of Skagit, State of Washington.

SUBJECT TO: SEE EXHIBIT "A" ATTACHED
Abbreviated Legal: Lot 12, Aspen Lane Phase 2

Tax Parcel Number(s): P126108

Lot 12, "PLAT OF ASPEN LANE PHASE 2," as per plat recorded on May 11, 2007, under Auditor's File No. 20075110088.

Dated July 28, 2010

Commonwealth Holdings, LLC

By: Kendall D. Gentry, Manager

2304
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

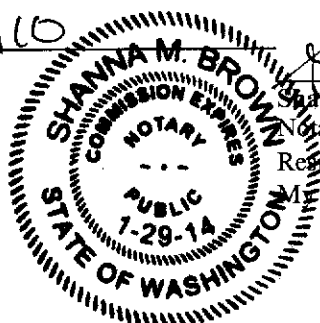
JUL 30 2010

Amount Paid \$ 4188.00
By Shanna M. Brown Skagit Co. Treasurer
Deputy

STATE OF Washington
COUNTY OF Skagit } SS:

I certify that I know or have satisfactory evidence that Kendall D. Gentry
me, and said person(s) acknowledge he ^(is)are the person(s) who appeared before
signed this instrument, on oath stated he
^(is)are authorized to execute the instrument and acknowledge that as the
Manager of Commonwealth Holdings, LLC
to be the free and voluntary act of such party(ies) for the uses and purposes mentioned in this instrument.

Dated: 7/30/10



Shanna M. Brown
Notary Public in and for the State of Washington
Residing at Everett
My appointment expires: 1/29/2014

EXHIBIT "A"

EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Grantee: Public Utility District No. 1 of Skagit County, Washington
Purpose: Lay, maintain, etc., pipe or pipes, line or lines for the transportation of water, together with right of ingress and egress to and from same.
Dated: June 24, 1955
Recorded: June 27, 1955
Auditor's No.: 520043
Area Affected:

Location of said pipe line on a 20 foot strip in the West ½ of the West ½ of said Tract 73, the centerline described as follows:

Beginning at a point 2069 feet South of the North ¼ corner of Section 5, Township 34 North, Range 4 East, W.M., and on the East line of the County Road; thence Easterly at right angles to the North and South centerline of said Section 5, Township 34 North, Range 4 East, W.M., to the East line of the above described tract of land.

EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Grantee: Harold A. McBee and Wilma A. McBee, husband and wife
Purpose: For road purposes
Area Affected: South 40 feet of the North 115 feet of the West 180 feet of said Tract 73.
Dated: June 13, 1955
Recorded: June 14, 1955
Auditor's No.: 519355

EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Grantee: Cascade Natural Gas Corporation
Purpose: Construction, maintain, inspect, operate, protect, repair, replace alter and remove a pipeline or pipelines for the transportation of oil, gas and the products thereof
Area Affected: Miracle Lane
Dated: May 4, 1992
Recorded: May 19, 1992
Auditor's No.: 9205190056

TERMS, COVENANTS, CONDITIONS, NOTES AND RESTRICTIONS CONTAINED IN SAID SHORT PLAT, SOME OF WHICH MAY HAVE CHANGED OR EXPIRED WITHOUT NOTICE ON THE PUBLIC RECORD:

Short Plat No.: BURL 5-94
Recorded: January 25, 1995
Auditor's No.: 9501250055

PROTECTIVE COVENANTS AND/OR EASEMENTS, BUT OMITTING RESTRICTIONS, IF ANY, BASED ON RACE, COLOR, RELIGION OR NATIONAL ORIGIN, A COPY OF WHICH IS HERETO ATTACHED:

Dated: May 8, 1995
Recorded: May 8, 1995
Auditor's No.: 9505080067
Executed By: Lorin W. Brooks and Clara Brooks

AGREEMENT AND THE TERMS AND CONDITIONS THEREOF

Between: Public Utility District No. 1 of Skagit County
And: Lorin W. Brooks and Clara M. Brooks
Dated: June 13, 1995
Recorded: June 15, 1995
Auditor's No.: 9506150026
Regarding: Water service



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Skagit County Auditor

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Notes and Survey matters contained on the face of Burlington Short Plat No. Burl-SS1-02 recorded August 2, 2002, under Auditor's File No. 200208020109.

Restrictions imposed by instrument recorded July 28, 2005, under Auditor's File No. 200507280035.

EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Grantee: Puget Sound Energy, Inc., a Washington Corporation
Purpose: The right to construct, operate, maintain, repair, replace and enlarge an underground electric transmission and/or distribution system
Area Affected: A strip of land 10 feet in width with 5 feet on each side of the centerline of grantee's facilities as now constructed, to be constructed, extended or relocated lying within the above described parcel.
Dated: May 1, 2006
Recorded: May 8, 2006
Auditor's No.: 200605080161

Notes, Survey matters and Easements as disclosed on the face of said City of Burlington Short Plat No. SS-1-05, as recorded March 24, 2005, under Auditor's File No. 200503240099.

RESERVATIONS CONTAINED IN DEED:

Executed By: James A. Engberg and Susan L. Engberg, husband and wife
Recorded: December 30, 2005
Auditor's No.: 200512300026
As Follows: See instrument for full particulars

Easement as disclosed on the face of Plat of Aspen Lane, as follows:

An easement is hereby reserved for and granted to the City of Burlington, Public Utility District No. 1 of Skagit County, Puget Sound Energy, Verizon (GTE), Cascade Natural Gas Corp. and Comcast Cablevision of Washington, Inc. (AT & T Broadband) and their respective successors and assigns under and upon the exterior front boundary lines of all lots and tracts as shown hereon and other utility easement shown on the face of the plat. In which to install, lay, construct, renew, operate, maintain and remove utility systems, lines, 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.

Private Drainage Easement as disclosed on the face of Plat of Aspen Lane, as follows:

An easement for the purposes of conveying local storm water runoff is hereby granted in favor of all abutting lot owners in the areas designated as private drainage easements. The maintenance of private drainage easements established and granted herein shall be the responsibility of the lot owners and their heirs, personal representatives, and assigns.

The City of Burlington is hereby granted the right to enter said easement for emergency purposes at its own discretion.

EASEMENT AND TERMS AND CONDITIONS THEREOF:

Disclosed and/or delineated By: Said Plat of Aspen Lane
Purpose: Utilities, waterlines, and setbacks



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Notes on the face of said Plat of Aspen Lane are as follows;

1. This plat is subject to the notes and dedication shown on City of Burlington Short Plat No. Burl 5-94, approved January 20, 1995, recorded January 25, 1995, in Volume 11 of Short Plats, pages 173 and 174, under Auditor's File No. 9501250055 and City of Burlington Short Plat No. Burl-SS1-02, approved July 22, 2002, recorded August 2, 2002, under Auditor's File No. 200208020109, and City of Burlington Short Plat Number SS-1-05, approved on March 22, 2005, recorded March 24, 2005, under Auditor's File No. 200503240099, records of Skagit County, Washington.

2. Zoning – R-1-8.4, single family residential.

3. This property is subject to and together with easement, reservations, restrictions, covenants and other instruments of record including but not limited to those instruments recorded under Auditor's File Nos. 200601060162, 200503240099, 200512300026, 200208020109, 9501250055, 200306040113 and 200412270149.

4. Lots within the subdivision are subject to impact fees payable prior to issuance of building permit, for schools, fire, bridge and parks.

5. Buyers should be aware that portions of this plat are located in the flood plain of the Skagit River and significant elevation may be required for first living floor of residential construction. Contact City of Burlington Building Department for details.

6. Floodway zone A7 elevation – 33.0 feet to 33.2 feet, interpolated from firm for Skagit County, Panel 530151 0250 C. Portions of this Short Plat are in Zone B.

7. This survey has shown occupational indicators as per WAC Chapter 332.130 lines of occupation may indicate areas for potential claims of unwritten ownership, this topographic survey has only shown the relationship of lines of occupation to the deeded lines of record. No resolution of ownership based on unwritten rights has been made or implied by this survey.

8. Downspouts shall be connected to the storm sewer.

9. Each new home shall have lawn planted, shrubs adjacent to the house and at least one tree per lot prior to sale or occupancy.

10. No boats or rv parking in the front setback area. A minimum of one ten-foot side yard shall be provided per lot to facilitate access to the rear yard by reasonably sized vehicles.

Setback information on the face of said Plat of Aspen Lane:

1. Front yard minimum mean depth: 20 feet

2. Side yard minimum mean width: five feet, the total of the two side yards shall be 15 feet. Side building means the outer face of any part of the building roof eaves.

3. Rear yard minimum mean depth: 20 feet, EXCEPT Lots 5, 6, 7, and 8.

4. Lots 5, 6, 7 and 8 shall maximize the rear yard setback by keeping the front yards at the 20 foot minimum.



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EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Grantee: Public Utility District No. 1 of Skagit County, Washington, a municipal corporation
Purpose: Construction and maintenance of a water and communication, lines, or other similar public services related facilities
Area Affected: Portion of said premises
Dated: July 11, 2006
Recorded: July 25, 2006
Auditor's No.: 200607250083

Dedication as contained on the face of said Plat of Aspen Lane, as follows:

...declare this plat and dedicate 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 water on any lot or lots shall be diverted or blocked from its natural course so as to discharge upon any public road right of way, or to hamper road drainage. Any enclosing of drainage waters in culverts or drains or rerouting shall be done by and at the expense of such owner.

Private Roadway Note as contained on the face of the Plat of Aspen Lane Phase 2, as follows:

Vail Lane and the driveway serving Lots 15, 17 and 18 are private roadways to be maintained by the Aspen Lane Community Association. Maintenance includes treatment of the stormwater runoff from the asphalt surfaces by the catch basin insert system at the Southwesterly end of Vail Lane and the grass swale along the West side of Lot 15. Alternates to these stormwater treatment systems must be approved by the City Engineer.

P.U.D. Utility Easement as contained on the face of the Plat of Aspen Lane Phase 2, as follows:

Easement 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 district to do all things necessary or proper in the construction and maintenance of a water, and communication 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, and communication lines or other similar public services 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, 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(s) or to persons or property by reason of proximity to the line(s). The grantor agrees that title to all brush, 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 districts use of the easement.

