

, Skagit County Auditor 2/26/2001 Page 1 of 6 3:47:17PM

## After Recording Mail to:

Name

STILES & STILES, INC., P.S.

Address:

P. O. Box 228

City/State:

Sedro-Woolley, WA 98284

Grantor(s):

WILLIAM A. STILES JR. and BETTY M. STILES

Grantee(s):

WALTER F. OSTERHOUT and SHARON L. OSTERHOUT

Legal:

Lot 5 Plat of "Avery Lane"

Tax Parcel # 4731-000-005-0000 (R114996)

LAND TITLE COMPANY OF SKAGIT COUNTY 998

## STATUTORY WARRANTY DEED

THE WILLIAM A. STILES JR. and BETTY M. STILES, husband and wife, for and in valuable consideration in hand paid, conveys and warrants to WALTER F. OSTERHOUT and SHARON L. OSTERHOUT, husband and wife, the following described real estate, situated in the County of Skagit, State of Washington:

Lot 5, "PLAT OF AVERY LANE", as per plat recorded in Volume 17 of Plats, pages 62 through 64, inclusive, records of Skagit County, Washington.

TOGETHER WITH a non-exclusive easement for road and utilities, over and across Tract "A" (Corporate Road) and Avery Lane as shown on the face of the plat.

Subject to exceptions as set forth in schedule B-1 under Land Title Insurance #P-95998 attached hereto.

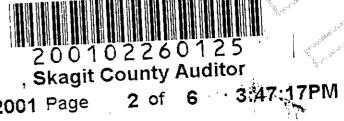
Situate in the County of Skagit, State of Washington.

Dated February 24, 20	01.		
Wellern A	Steles	By:	
William A. Stiles Jr.	(individual)		(President)
Little - Oli	le	By:	
Betty M. Stiles	(individual)		(Secretary)
and the second s	•		
STATE OF WASHINGTON	) ) ss.	STATE OF WASHINGTON	) ) ss.
COUNTY OF SKAGIT		COUNTY OF	)
On this day personally appear William A. Stiles Jr. and Betty W.  To me known to be the individual And who executed the within and Instrument, and acknowledged that The same as their Free and volunt for the uses and Purposes therein  GIVEN under my hand and official This 24th day of February 2003.  Notary Public in and for the State of Pacific and State of State 2003.	Syleb s  Solon control of described in organization and deed magnitioned.  Solon control of the	and deed of said corporation, for Mentioned, and on oath stated the Said instrument, and that the sea said corporation.  Witness my hand and official seal and year first above written.	to me known to me known to me known to respectfully, of e foregoing instrument and to be the free and voluntary act the uses and purposes therein at they authorized to execute the d affixed is the corporate seal of thereto affixed the day
Residing at: <u>Sedro Woolley</u> Commission Expires: 6-26-	2002	Notary Public in and for the State Residing at: Commission Expires:	of Washington

# 39561 SKAGIT COUNTY WASHINGTON Real Estate Evoice You

FEB 26 2001

Amount Paid \$ 91800
Skagit Co. Treasurer
By Deputy



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Schedule "B-1" P-95998

EXCEPTIONS:

A. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Grantee: Avery Lane Community Association, a non-

profit Washington Corporation

Purpose: For the ingress, egress, road, drainage

and utilities

Area Affected: Avery Lane

Dated: October 21, 1985 Recorded: October 22, 1985

Auditor's No. 8510220044

B. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Grantee: Puget Sound Power & Light Company, a

Washington Corporation

Purpose: An underground electric transmission

and/or distribution system

Area Affected: 60 foot wide private road known as Avery

Lane (including cul-de-sac) as shown on

Exhibit "A" attached December 27, 1985

Dated: December 27, 1985
Recorded: January 20, 1986

Auditor's No.: 8601200034

C. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Grantee: Puget Sound Power and Light Company, a

Washington Corporation

Purpose: An underground electric transmission

and/or distribution system

Area Affected: Avery Lane and Avery Court

Recorded: April 4, 1994 Auditor's No.: 9404040156

D. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Grantee: Eric Ralph Johnson and Julie Marie

Johnson, husband and wife
Purpose: Ingress, egress and utility
Area Affected: Avery Lane and Avery Court

Dated: August 9, 1994
Recorded: August 17, 1994

Auditor's No.: 9408170047

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EXCEPTIONS CONTINUED:

E EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Grantee: Brian L. Stiles and Dianne K. Stiles,

husband and wife and James Falconer and

Nancy Falconer, husband and wife

Purpose For ingress, egress and utilities

Area Affected: Avery Lane (formerly known as Avery

Court)

Dated: October 4, 1994
Recorded: October 14, 1994

Auditor's No.: 9410140120

F. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Grantee: C. Wesley Richards and Jeanie M.

Richards, husband and wife
Purpose: Ingress, egress and utility
Area Affected: Avery Lane and/or Avery Court

Dated: December 21, 1994
Recorded: January 19, 1995

Auditor's No.: 9501190025

G. TERMS AND CONDITIONS OF ARTICLES OF INCORPORATION FOR AVERY LANE COMMUNITY ASSOCIATION:

Recorded: February 8, 1996 Auditor's No.: 9602080032

H. Dedication shown on face of the Plat, as follows:

"...rights 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 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 Harper Road drainage. Any enclosing of drainage waters in culverts or drains or rerouting shall be done by and at the expense of such owner.

The cost of construction and maintaining all roads not herein dedicated as county roads and all access roads to the plat, unless the same are dedicated as county roads, shall be the obligation of all of the owners of the lots in the plat and/or any additional plats that may be served by said roads, streets, and/or alleys, and that the obligation to maintain shall be concurrently the obligation of any corporation in whom title of said roads, streets, and/or alleys be held, in the event that the owners of any of these lots or the corporate owners of any of the roads, streets and/or alleys of this plat or any additional plats served by these roads, streets, and/or alleys shall petition the board of County Commissioners to include these roads, streets and/or alley in the road systems, said petitioner shall be obligated to bring the same to the county road standards in all respects prior to acceptance by the county.

## EXCEPTIONS CONTINUED:

## H. (continued):

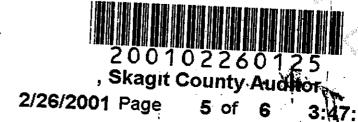
Additionally, we hereby dedicate open space Tract E and the recreational trail system shown to the Avery Lane Community Association.

I. Utility Easement shown on the face of plat, as follows:

"An easement is hereby reserved for and conveyed to Puget Sound Energy, Cascade Natural Gas Corp., GTE Northwest, Northland Cable TV, and their respective successors and assigns under and upon the private street(s), if any, and the exterior ten (10) feet of all lots, tracts and spaces within the plat lying parallel with and adjoining all street(s) in which to construct, operate, maintain, repair, replace and enlarge underground pipes, conduits, cables and wires with necessary or convenient underground or groundmounted appurtenances thereto for the purpose of serving this subdivision and other property with electric, gas, telephone and other utility service, together with the right to enter upon the streets, lots, tracts and spaces at all times for the purposes herein stated."

- J. Notes shown on the Plat, as follows:
  - 1. Road maintenance Agreement is recorded under Auditor's File No. 9905110006;
  - Zoning Residential (R);
  - 3. Water Avery Lane Community Association;
  - 4. Sewer Avery lane Community Association;
  - 5. No building permit shall be issued for any residential and/or commercial structures which are not, at the time of application, determined to be within an official designated boundary of a Skagit County Fire District;
  - 6. Change in location of access, may necessitate a change of address, contact Skagit County Permit Center.
  - 7. Reserve land Tracts C, D, and F are set aside for future development as permitted by local, county, and state laws, ordinances and regulations.
  - 8. Voluntary park impact fees of \$100.00 per lot shall be paid to the Skagit County Parks Department upon sale of each lot, except Lot 3.
  - 9. For additional information regarding protected critical area easement affecting designated wetlands and geologically hazardous area steep.

- continued -



Schedule "B-1" P-95998

EXCEPTIONS CONTINUED:

R. DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS OF EVERY LANE PLANNED UNIT DEVELOPMENT PL #97-0201, AS FOLLOWS:

Executed By:

William A. Stiles, Jr., et ux

Recorded Auditor's No. May 11, 1999 9905110006

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