



200310200251
Skagit County Auditor

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AFTER RECORDING MAIL TO:

DWIGHT LAWRENCE CLEMONS II, LORYN ELISE CLEMONS
3611 CEDAR GLEN WAY
ANACORTES, WA 98221
A75311

FIRST AMERICAN TITLE CO.

Filed for Record at Request of First American Title of Skagit County

AT0311E-1

Statutory Warranty Deed

THE GRANTOR IRVING CONSTRUCTION CORP., A Washington Corporation for and in consideration of Ten Dollars and other valuable consideration in hand paid, conveys and warrants to DWIGHT LAWRENCE CLEMONS II and LORYN ELISE CLEMONS, Husband and Wife the following described real estate, situated in the County of SKAGIT, State of Washington:

Lot 17, "AMENDED CEDAR GLEN PLAT", as recorded February 21, 2002 under Skagit County Auditor's File No. 200202210051 (being a revision of Cedar Glen Plat, recorded under Auditor's File No. 200202080084).

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

SUBJECT TO Exhibit "A" and the Revised Driveway Easement, Exhibit "B", attached hereto.

5423
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

OCT 20 2003

Assessor's Property Tax Parcel Account Number(s): 4790-000-017-0000 (P118855)

Amount Paid \$ 5345.35
By *[Signature]* Skagit Co. Treasurer
Deputy

Dated this 3rd day of October, 2003.

IRVING CONSTRUCTION CORPORATION

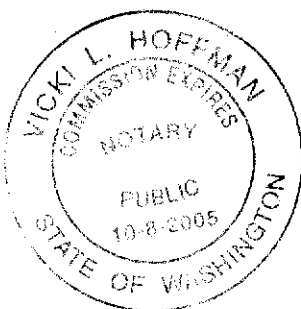
[Signature]
BY: W. SCOTT IRVING, PRESIDENT

STATE OF WASHINGTON
COUNTY OF SKAGIT

} ss

I certify that I know or have satisfactory evidence that W. SCOTT IRVING is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he authorized to execute the instrument and acknowledged it as the President of IRVING CONSTRUCTION CORP. to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: 10-6-03



[Signature]
Notary Public in and for the State of Washington
Residing at Anacortes
My appointment expires: 10-8-05

EXHIBIT "A"

LOT 17, CEDAR GLEN PLAT

SUBJECT TO a perpetual non-exclusive driveway easement, running with the land, for ingress, egress and utilities, over, under, along and across the northwesterly portion of Lot 17, for the benefit of Lot 16, "CEDAR GLEN PLAT"; easement premises more particularly described in Exhibit "B", and "CEDAR GLEN PLAT," filed under Skagit County Auditor's File No. 200202080084, as approved on the 9th day of JANUARY, 2002, by the City of Anacortes, PROVIDED THAT all costs of permitting, construction, maintenance, repair, replacement, and mitigation of impacts due to exercise of the granted easement rights, shall be borne by the owners of Lots 16 and 17, their successors and assigns.

TOGETHER WITH a perpetual non-exclusive driveway easement running with the land, for ingress, egress and utilities, over, under, along and across the northwesterly part of Lot 18, said "CEDAR GLEN PLAT", as shown by a dashed line labeled "DRIVEWAY EASEMENT" on page 1 of said Plat, and more particularly described in Exhibit "B" attached hereto, and lying along Clyde Way, dedicated to the City of Anacortes; provided further, that all costs of permitting, construction, maintenance, repair, replacement, and mitigation of impacts due to the exercise of the granted easement rights shall be borne by the owners of Lots 16 and 17, their successors and assigns, on the following terms and conditions:

1. The dominant and servient tenement owners shall abide by local ordinances and state law and agree that prior to application for permits to improve the easement premises, the initiating party shall notify the joint easement holder in person or by mail of the proposed work at the address provided to the Skagit County Assessor for real estate tax notice.
2. Within thirty (30) days after notice of proposed work, the joint easement holder shall designate a construction agent and, if possible, adopt a budget for the work, including dollar amounts for labor, materials, fees, professional services, and a specification of how the proposed work will be paid for, including the date and dollar amount of contributions from each benefited party.
3. If the easement holders cannot agree to designate a construction agent and adopt a budget for easement work, then the party initiating the proposed work may proceed as default construction agent, but shall not be allowed to charge more than one-third (1/3) of the actual out of pocket payment for



labor, materials, fees and professional services actually paid by default construction agent.

4. Construction agent or default construction agent shall be individually responsible for the prosecution of the proposed work, payment of obligations and adherence to the budget, plans, specifications and permits for the work. If work is done and accepted by the permitting authority and all financial obligations have been paid, the construction agent may impose a lien equal to budgeted contributions not timely paid or, in the case of a default, construction agent up to one-third ($1/3$) of the actual, out of pocket payments, for labor, materials, fees, and professional services arising out of the work as proposed and completed.
5. If the easement premises or any improvement is damaged due to the intentional or negligent action or inaction of an easement holder, that owner shall be responsible for remedial action to restore the premises or improvement to its former condition within a reasonable time. Failure to take remedial action to cure damage after thirty (30) days notice in person or by mail shall empower the damaged easement holder to undertake remedial action and charge the responsible party for the cost of remediation and for that purpose may impose a lien on the responsible party's lot as a construction agent of the responsible party.





200309300148

Skagit County Auditor

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Document Title:

Amendment to
Easement

Reference Number :

2002 0221 0051
200202080084

Grantor(s):

☐ additional grantor names on page ____

1. Cedar Glen Plat Amended
2. Irving Construction Corp.

Grantee(s):

☐ additional grantee names on page ____

1. Public
- 2.

Abbreviated legal description:

☐ full legal on page(s) ____

Lot 17 Amended Cedar Glen Plat

Assessor Parcel / Tax ID Number:

☐ additional tax parcel number(s) on page ____

D118853

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax

SEP 30 2003

Amount Paid \$ 0
Skagit County Treasurer
By: JP Deputy

EXHIBIT "B".



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Crossman & Associates

Clair (Sam) Crossman
Land Surveyor
16146 Mclean, Rd.
Mount Vernon, WA 98273

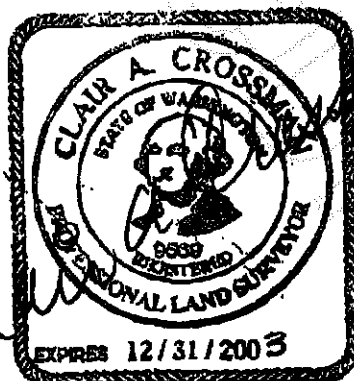
Telephone (360) 424-7359

Revised driveway easement

This is an amended driveway easement for lots 16 and 17 across lot 17, all in the Amended Cedar Glen Plat, as recorded under Auditor's file # 200202210051, records of Skagit County, Washington. This easement encompasses all that portion of said lot 17 lying Westerly and Northerly of the following described line.

*Commencing at the Southwest corner of said lot 17;
Thence N 89 47' 08" E 37.45 feet along the South line of lot 17 to the point of beginning of this line;
Thence N 27 39' 52" E 73.53 feet;
Thence N 89 47' 08" E 47.43 feet;
Thence N 0 12' 52" W 10.00 feet to the North line of said lot 17 and the terminus of this line.*

Refer to exhibit A.



9-29-03



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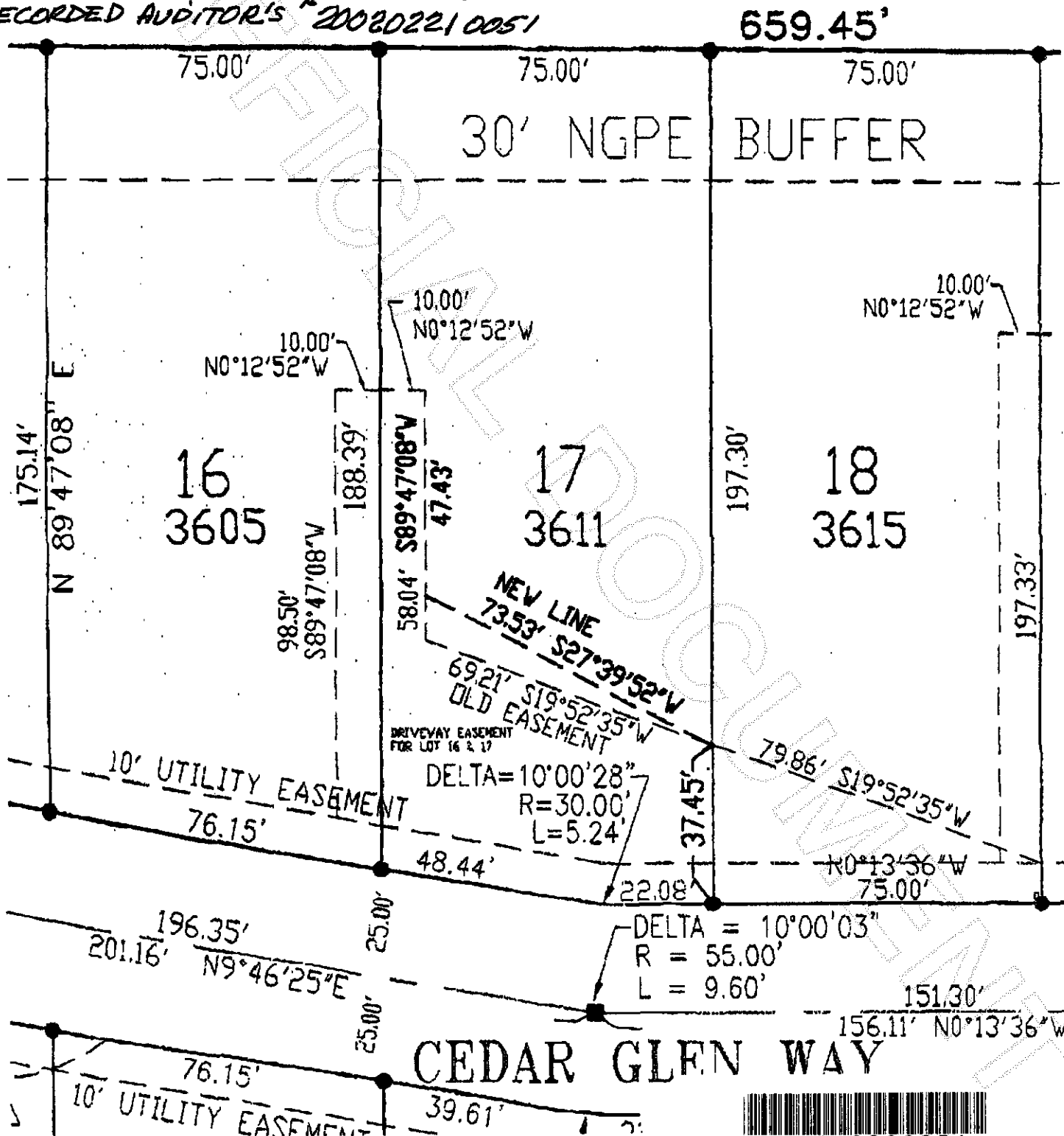
FROM : IRVING

FROM : IRV

EXHIBIT A

PLAT OF AMENDED
CEDAR GLEN PLAT
RECORDED AUDITOR'S # 20020221 0051

NO SCALE



200310200251

Skagit County Auditor