Return To: Stiles & Stiles, Inc., P.S. P.O. Box 228 Sedro-Woolley, WA 98284

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Abbreviated Legal: Assessors Tax #:

Lot 11, Avery Lane

P114986 - 4731-000-011-0000

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

REAL ESTATE CONTRACT (RESIDENTIAL SHORT FORM)

- PARTIES AND DATE. This Contract is entered into on this 1. day of December, 2003 between WILLIAM A. STILES, JR. AND BETTY M. STILES, husband and wife as "Seller" and RYAN W. SIMS AND JOIE A. SIMS, husband and wife as "Buyer."
- SALE AND LEGAL DESCRIPTION. 2. Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the following described real estate in Skagit County, State of Washington:

Lot 11, '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 easements, dedications and notices, etc. as shown on the attached Addenda.

Situate in the County of Skagit, State of Washington.

- 3. PERSONAL PROPERTY. Personal property, if any, included in the sale is as follows: N/A
- **PRICE.** Buyer agrees to pay:

\$ 75,000.00 **Total Price** (\$ 10,000.00 Down Payment Less Less (\$ -0-Assumed Obligation(s) Results in \$65,000.00 Amount Financed by Seller.

PAYMENT OF AMOUNT FINANCED BY SELLER.

Buyer agrees to pay the sum of \$65,000.00 as follows: Interest Only payments on the unpaid principal balance until fully paid, beginning with monthly payments of \$380.00 or more, at buyer's option, first payment due on or before the first (1st) day of February, 2004, interest from December 31, 2003 at the rate of seven (7%) per cent per annum on the remaining principal balance thereof; and a like amount or more on or before the first (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 <u>DECEMBER 31, 2007</u>.

Payments are applied first to interest and then to principal. Payments shall be made at: William Stiles
8286 Stiles Lane
Sedro-Woolley, WA 98284
or such other place as the Seller may hereafter indicate in writing.

- 5. FAILURE TO MAKE PAYMENTS ON ASSUMED OBLIGATIONS. If Buyer fails to make any payments on assumed obligation(s), Seller may give written notice to Buyer that unless Buyer 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 assumed6bligation(s). The IS-day period maybe shortened to avoid the exercise of any remedy by the holder of the assumed obligation. Buyer 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 Buyer pays the purchase price in full:

 That certain

| That certain | dated | |
|-----------------|-------|--|
| recorded as AF# | • | |

ANY ADDITIONAL OBLIGATIONS 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 balances owed on prior encumbrances being paid by Seller, Buyer will be deemed to have assumed said encumbrances as of that date. Buyer 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 Buyer 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, Buyer may give written notice to Seller that unless Seller makes the delinquent payments within 15 days, Buyer will make the payments together with any late charge, additional interest, penalties, and costs assessed by the holder of the prior encumbrance. The IS-day period may be shortened to avoid the exercise of any remedy by the holder of the prior encumbrance. Buyer 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 Buyer in connection with the delinquency from payments next becoming due Seller on the purchase price. In the event Buyer makes such delinquent payments on three occasions, Buyer shall have the right to make all payments due thereafter direct 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 encumbrances 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 Buyer and the obligations being paid by Seller:

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"ANY ADDITIONAL NON-MONETARY ENCUMBRANCES ARE INCLUDED IN ADDENDA.

- 8. FULFILLMENT DEED. Upon payment of all amounts due Seller, Seller agrees to deliver to Buyer a Statutory Warranty Deed in fulfillment of this Contract. The covenants of warranty in said deed shall not apply to any encumbrances assumed by Buyer 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 geed.
- 9. LATE CHARG ES. If any payment on the purchase price is not made within ten (10) days after the date it is due, Buyer agrees to pay a late charge equal to 10% 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 Buyer 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 Buyer in writing.
- 11. POSSESSION. Buyer is entitled to possession of the property from and after the date of this Contract.
- 12. TAXES, ASSESSMENTS AND UTILITY LIENS. Buyer agrees to pay by the date due all taxes and assessments becoming a lien against the property after the date of this Contract. Buyer 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. Buyer 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 Tax filed prior to the date of this Contract. Buyer may demand in writing payment of such taxes and penalties within 30 days. If payment is not made, Buyer may pay and deduct the amount thereof plus 5% penalty from the payments next becoming due Seller under the Contract.
- described herein continuously insured under fire and extended Coverage policies in an amount not less than the balances owed on obligations assumed by Buyer 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 Buyer. Buyer 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 Buyer 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 Buyer in insurance policies then in force shall pass to Seller.
- 14. NONPAYMENT OF TAXES, INSURANCE AND UTILITIES CONSTITUTING LIENS. If Buyer 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 Buyer 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.

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- 15. CONDITION OF PROPERTY. Buyer 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. Buyer agrees to maintain the property in such condition as complies with all applicable laws.
- 16. RISK OF LOSS. Buyer shall bear the risk of loss for destruction or condemnation of the properly. Any such loss shall not relieve Buyer from any of Buyer's obligations pursuant to this Contract
- 17. WASTE. Buyer shall keep the property in good repair and shall not commit or suffer waste or willful damage to or destruction of the property. Buyer 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, Buyer agrees to conduct farm and livestock operations in accordance with good husbandry practices. In the event a forfeiture action is instituted, Buyer consents to Seller's entry on the premises to take any reasonable action to conserve soil, crops, tree and livestock.
- 19. CONDEMNATION. Seller and buyer may each appear as owners of an interest in the property in any action concerning condemnation of any part of the property. Buyer 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 Buyer 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 Buyer 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 Buyer's obligations pursuant to this Contract; or
 - (c) Forfeit Buyer'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 Buyer and all persons claiming through the Buyer shall be terminated;
 - (ii) the Buyer'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) Buyer shall be required to surrender possession of the property, improvements, and harvested crops to the Seller 10 days after the forfeiture.
 - (d) Acceleration of Balance Due. Give Buyer 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 Sellers 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 Buyer or personally delivered to the Buyer, the entire balance owing, including interest, will become

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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 Buyer may be liable for a deficiency.
- 21. RECEIVER. If Seller has instituted any proceedings specified in Paragraph 20 and Buyer is receiving rental or other income from the property. Buyer agrees that the appointment of a receiver for the property is necessary to protect Seller's interest.
- 22. BUYER'S REMEDY FOR SELLER'S DEFAULT. If Seller fails to observe or perform any term, covenant or condition of this Contract, Buyer 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 attorneys' 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 attorneys' 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 Buyer at Ryan Sims, 427 Spring Lane, Sedro-Woolley, WA 98284 and to Seller at William Stiles, 8286 Stiles Lane, Sedro-Woolley, WA 98284, 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 Buyer.
- 28. OPTIONAL PROVISION -- SUBSTITUTION AND SECURITY ON PERSONAL PROPERTY. Buyer may substitute for any personal property specified in Paragraph 3 herein other personal property of like nature which Buyer owns free and clear of any encumbrances. Buyer 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: | BUYER |
|--------|-----------|-------|
| | | |
| 4 | | |

29. OPTIONAL PROVISION - - ALTERATIONS. Buyer 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.

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| SELLER | INITIALS: | BUYER |
|---|---|--|
| // / | <u></u> | |
| | | |
| conveys, (b) sells, (c) lease to buy the property, (g) per | rmits a forfeiture or foreclosure or trust | sell, lease or assign, (f) grants an option tee or sheriffs sale of any of the Buyer's |
| the balance of the purchase | this Contract, Seller may at any time the e price or declare the entire balance of t | the purchase price due and payable. If |
| the nature of items (a) thro Seller to take the above act | | utstanding capital stock shall enable ding options for renewals), a transfer to a |
| inheritance will not enable other than a condemnor ag | a transfer incident to a marriage dissolute. Seller to take any action pursuant to the pression writing that the provisions of the property entered into by the transferee. | |
| SELLER | INITIALS: | BUXER |
| the same | | |
| | OVISION PRE-PAYMENT PENA Buyer elects to make payments in exce | |
| on the purchase price herei | in, and Seller, because of such prepaymr agrees to forthwith pay Seller the amo | nents, incurs prepayment penalties on |
| payments on the purchase | | will of such penalties in addition to |
| SELLER | INITIALS: | BUYER |
| | | e Son |
| | OVISION- PERIODIC PAYMENTS yments on the purchase price, Buyer ag | and the state of t |
| real estate taxes and assess | ements and fire insurance premium as water on Seller's reasonable estimate. | |
| The payments during the co | urrent year shall be \$ | per |
| Such "reserve" payments fitaxes and insurance premiu Seller shall adjust the reser | from Buyer shall not accrue interest. Sel ums, if any, and debit the amounts so pa eve account in April of each year to refle es to bring the reserve account balance to | aid to the reserve account. Buyer and ect excess or deficit balances and |
| SELLER | INITIALS: | BUYER |
| | | |
| 33. ADDENDA. An | y addenda attached hereto area part of t | this Contract. |
| 34. ENTIRE AGREE | EMENT. This Contract constitutes the e | entire agreement of the parties and |

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supersedes all prior agreements and understandings, written or oral. This Contract maybe amended only in writing executed by Seller and Buyer.

IN WITNESS WHEREOF the parties have Signed and sealed this Contract the day and year first above written. SELLER **BUYER** SKAGIT COUNTY ATE EXCISE DEC 3 0 2003 STATE OF WASHINGTON SS. Amount Paid \$ 1147.50 COUNTY OF SKAGIT Skagit Co. Treasurer On this day personally appeared before me William A. Stiles, Jr. and Betty M. Stiles to me known to be the individual(s) described in and who executed the within and foregoing instrument and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned. GIVEN under my hand and official seal my day of December, 2003. esidang at 5000-0000104, UA. ommission expires: STATE OF WASHINGTON) ss. COUNTY OF SKAGIT On this day personally appeared before me Ryan W. Sims and Joie A. Sims to me known to be the individual(s) described in and who executed the within and foregoing instrument and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned. GIVEN under my hand and official seal this day of December, 2003. Residing at Spon-My commission expires: 4-12-3Real Estate Contract - Page 7 of 7

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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: Recorded October 21, 1985

Auditor's No.:

October 22, 1985 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

60 foot wide private road known as Avery Lane

(including cul-de-sac) as shown on Exhibit "A" attached

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

Auditor's No.:

Area Affected:

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

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

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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.

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

1. 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;
 - 2. 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.
- K. DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS OF AVERY LANE PLANNED UNIT DEVELOPMENT PL #97-0201, AS FOLLOWS:

Executed By:

William A. Stiles, Jr., et ux

Recorded:

May 11, 1999

Auditor's No.:

9905110006

L. BYLAWS OF AVERY LANE DIVISION NO. II COMMUNITY ASSOCIATION, AND THE TERMS AND CONDITIONS THEREOF:

Recorded:

April 24, 2001

Auditor's No.:

200104240114

M. ARTICLES OF INCORPORATION FOR NON-PROFIT ORGANIZATION OF AVERY LANE COMMUNITY ASSOCIATION, AND THE TERMS AND CONDITIONS THEREOF:

Recorded:

April 24, 2001

Auditor's No.:

200104240115

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NOTICE TO FUTURE PROPERTY OWNERS AND THE TERMS AND CONDITIONS THEREOF:

Given By:

Avery Lane Community Association

Regarding:

A public water system

Recorded:

April 30, 2001

Auditor's No.:

200104300084

O. AVERY LANE DIVISION NO. II WATER USERS AGREEMENT, AND THE TERMS AND CONDITIONS THEREOF:

Recorded:

June 11, 2001

Auditor's No.:

200106110144

P. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Disclosed By:

Plat of said addition

Purpose:

Drainage and utilities

Area Affected:

Northerly 10 feet

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