



200511020156

Skagit County Auditor

Name: Stiles & Stiles Inc. P.S.
Address: P.O. Box 228 / 925 Metcalf Street
City and State: Sedro Woolley, WA 98284

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Assignor/Grantor(s) Ryan W. Sims & Joie A. Sims
Assignee/Grantee(s) James Eidson
Abbreviated Legal: Lot 11, Plat of Avery Lane
Tax Parcel #: 4731-000-011-0000 - P114986

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PURCHASER'S ASSIGNMENT OF CONTRACT AND DEED

The Grantors, **RYAN W. SIMS & JOIE A. SIMS**, husband and wife, for value received do hereby convey and quit claim to **JAMES EIDSON**, a single man, the Grantee, the following described real estate, situated in Skagit County, State of Washington. Together with all after acquired title of the Grantors therein:

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

And do hereby assign, transfer and set over to the Grantee that certain real estate contract dated December 24, 2003, and recorded under Skagit County Auditor's No. 200312310014, between William A. Stiles, Jr. and Betty M. Stiles, as seller, and Ryan W. Sims and Joie A. Sims, as purchaser, for the sale of the above-described real estate. The Grantees hereby assume and agree to fulfill the conditions of said real estate contract.

Dated this 1st day of November, 2005

Ryan W. Sims - Grantor

Joie A. Sims - Grantor

James Eidson - Grantee

STATE OF WASHINGTON)

) ss.

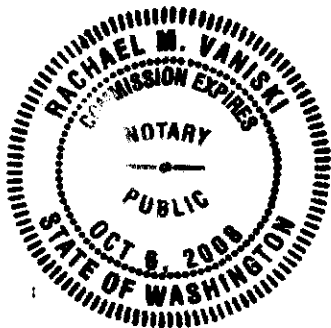
COUNTY OF SKAGIT)

On this day personally appeared before me
Ryan W. Sims and Joie A. Sims
Notary Public in and for the State of Washington,
to me known to be the individual(s) described in
and who executed the within and foregoing
instrument, and acknowledged that he signed
the same as his free and voluntary act and
deed, for the uses and purposes therein mentioned.

GIVEN, under my hand and official seal
this 2 day of November, 2005.

Rachael M. Vaniski

Notary Public in and for the State of Washington,
residing at: Sedro Woolley
commission expires: 10-6-08



STATE OF WASHINGTON)

) ss.

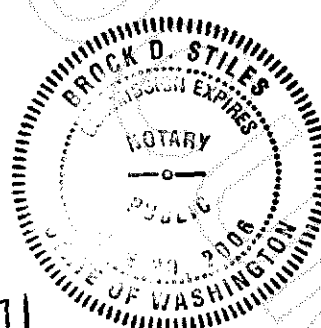
COUNTY OF SKAGIT)

On this day personally appeared before me
James Eidson
Notary Public in and for the State of Washington
to me known to be the individual(s) described in
and who executed the within and foregoing
instrument, and acknowledged that he signed
the same as his free and voluntary act and
deed, for the uses and purposes therein mentioned.

GIVEN, under my hand and official seal
this 2 day of November, 2005.

Brock D. Stiles

Notary Public in and for the State of Washington,
residing at: Sedro Woolley
commission expires: 6-20-06



6171
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

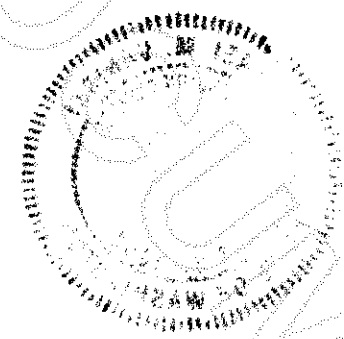
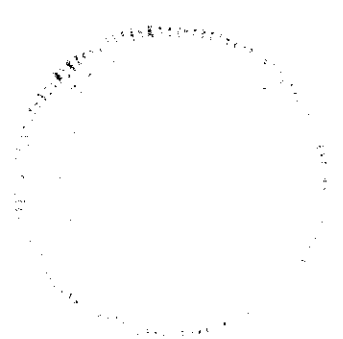
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Amount Paid \$ 1,501.98
Skagit Co. Treasurer
By DC Deputy



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UNOFFICIAL DOCUMENT



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
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

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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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.

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."



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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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N. 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.: 200104300984

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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