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AFTER RECORDING RETURN TO:

City, State, Zip

Name William R. Allen

Address 504 East Fairhaven, Suite 201

Burlington, WA 98233

SKAR KATHY HILL

99 MAR -2 A9:57

REQUEST OF____

9903020075

Abbrev.Leg. Lots 1 and 2, Burlington Short Plat No. BURL-1-95, Vol. 11, pp. 194-195

Ptn of Tract 50, PLAT OF BURLINGTON ACREAGE, Vol. 1, p. 49

Tax Acct. Nos. 3867-000-050-2300; 3867-000-050-2400

Grantor/Grantee Manor Properties II, LLC/ Norris Place Limited Partnership Grantee/Grantor Manor Properties II, LLC/ Norris Place Limited Partnership

DECLARATION OF EASEMENTS, AGREEMENT TO MODIFY EASEMENT, AND MAINTENANCE AGREEMENT

This Agreement for Easements and Restrictive Covenants and maintenance is made by and between Manor Properties II, LLC, a Washington limited liability company and Norris Place Limited Partnership, a Washington limited partnership as follows:

RECITALS

- A. Manor Properties II, LLC, a Washington limited liability company, hereafter referred to as "Manor," is owner of property fully described on EXHIBIT A, which is attached hereto and by this reference incorporated herein, hereafter described as "the Manor property."
- B. Norris Place Limited Partnership, a Washington limited partnership, hereafter referred to as "Norris Place," is owner of property fully described on EXHIBIT B, which is attached hereto and by this reference incorporated herein, hereafter described as "the Norris Place property."
- C. Burlington Short Plat No. BURL-1-95, which is more fully described on EXHIBITS A and B, attached hereto, shows a 55 foot easement for ingress, egress, and utilities in the North 55 feet of the West 222.77 feet of the short plat, as delineated on said short plat, and which occupies portions of both the Manor property and the Norris Place property. The easement was created to insure that the as constructed driveway shown on that certain unrecorded survey titled "Norris Place Apts. ALTA Survey," prepared by Richard

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L. Givens, Jr., P.L.S., dated December 30, 1996, would be fully included within a legal easement. The as built driveway is approximately 20 feet in width and runs at an angle from Southwest to Northeast within the 55 foot easement, leaving portions of the easement area which are not now used or needed for the driveway. Manor and Norris Place wish to modify the provisions and covenants governing said easement to maintain the existing rights of both parties to use the existing driveway area for access and utilities and to grant to Manor an exclusive parking easement in certain portions of the 55 foot wide easement area that are not used or needed for the driveway.

- D. Manor and Norris Place wish to create two pedestrian sidewalk easements, 5 feet in width, running generally West to East across the Manor properties and an easement for ingress, egress and utilities in the South 30 feet of the Manor property. Said easements are to be for the benefit of both the Manor property and the Norris Place property.
- E. Manor and Norris Place intend that responsibility for maintenance and repair of those easements that are for the benefit of both properties (the access, utility, and pedestrian easements) will be shared equally by the owners of the two properties and the responsibility for the easement that benefits solely the Manor property (the parking easement), will be borne by the owner or owners of the Manor property.

THEREFORE, the undersigned parties hereby declare, convey, establish, and agree as follows:

1. MODIFICATION OF AGREEMENT REGARDING 55 FOOT EASEMENT FOR ACCESS AND UTILITIES

Manor Properties II, LLC, and Norris Place Limited Partnership, agree and covenant that use and enjoyment of the 55 foot wide access and utility easement area, as the same is shown on Burlington Short Plat No. BURL-1-95, shall be as follows:

Present and future owners of the Manor property, described on EXHIBIT A, shall have an exclusive easement for parking within the easement area on those portions of the easement area not occupied by the existing driveway, as shown on that certain unrecorded survey titled "Norris Place Apts. ALTA Survey," prepared by Richard L. Givens, Jr., P.L.S., dated December 30, 1996, and Norris Place Limited Partnership hereby conveys and quitclaims to Manor Properties II, LLC, an exclusive easement for parking within the areas just described.

Present and future owners of the Manor property and the Norris Place property shall continue to enjoy a nonexclusive easement for ingress, egress and utilities across the existing driveway, as shown on that certain unrecorded survey titled "Norris Place Apts. ALTA Survey," prepared by Richard L. Givens, Jr., P.L.S., dated December 30, 1996.

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Present and future owners of the Manor property and the Norris Place property shall continue to enjoy a nonexclusive easement for utilities within the 55 foot wide easement area shown on the above referenced short plat, PROVIDED THAT any such use for utilities by the owner or owners of the Norris Place property shall not interfere with Manor's exclusive parking use as the same now exists or as may be added in the future.

To the extent that any previous agreements, covenants or grants by or between the parties are inconsistent with the above, such inconsistent agreements, covenants or grants are hereby superseded and nullified.

2. PEDESTRIAN SIDEWALK EASEMENT

Manor Properties II, LLC, in consideration of the mutual agreements, covenants and easements herein, and for no monetary consideration, hereby conveys and quitclaims to Norris Place Limited Partnership, for the benefit of the Norris Place property fully described on EXHIBIT B, attached hereto, a nonexclusive easement, 5.0 feet in width, for pedestrian access over and upon the existing concrete sidewalks, as constructed and as shown on that certain unrecorded survey titled "Norris Place Apts. ALTA Survey," prepared by Richard L. Givens, Jr., P.L.S., dated December 30, 1996, and upon the sidewalks to be constructed per that certain schematic design titled "Where the Heart Is" Norris Street Assisted Living, by Mark E. Christ, Architect, dated July 31, 1998, being two sidewalks that run generally East to West one through the Northerly portion and one through the Southerly portion of Lot 1 of Burlington Short Plat No. BURL-1-95, which short plat is more fully described on EXHIBITS A and B, attached hereto, SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases and other instruments of record.

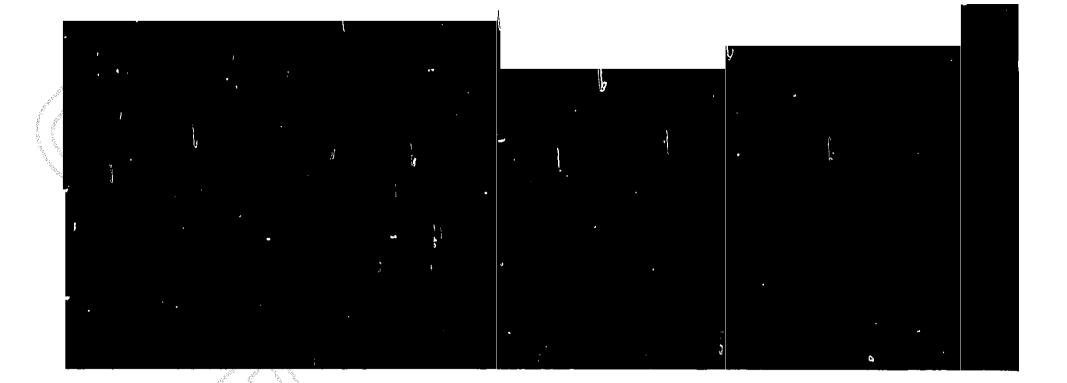
Manor Properties II, LLC, reserves the right to use said nonexclusive pedestrian easement for the benefit of its property, fully described on EXHIBIT B, attached hereto.

3. MAINTENANCE AGREEMENT

The present and future owners of the Manor property, fully described on EXHIBIT A attached hereto, shall have the sole responsibility to maintain and repair its exclusive parking easement granted in Paragraph 1 above. Responsibility for the repair and maintenance of the driveway referenced in Paragraph 1 above, the pedestrian sidewalk easements referenced in Paragraph 2 above, and the nonexclusive easement for ingress, egress and utilities in the South 30 feet of Lot 1 of Burlington Short Plat No. BURL-1-95, which short plat is more fully described on EXHIBITS A and

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B attached hereto, as the same is shown on the face of said short plat, shall be shared equally by the owners of the Manor property and the Norris Place property.

The owners of the properties benefitted by the easements referenced above, and their heirs, successors and assigns shall take said property subject to this maintenance agreement. The maintenance and repair of the easements referenced above is for the benefit of all benefitted property owners and the property of any owner who fails to pay his/her share as provided herein shall be subject to an assessment and lien in the amount of such share. The owner or owners of any other property paying such share shall be entitled to a lien against the property of the owner failing to pay. The lien may be foreclosed in the manner provided by law and the lienholder shall be entitled to all costs of collection and/or foreclosure, including a reasonable attorney's fee.

COVENANTS TO RUN WITH THE LAND

The covenants herein shall run with the land and shall be binding on the parties hereto, their heirs, successors or assigns, and all subsequent owners thereof.

Dated February 26, 1999

Robert H. Ruby, Member

Manor Properties II, LLC, by:

Kendall D. Gentry, Member

Norris Place Limited Partnership, by:

Robert H. Ruby, General Partner

SKAGIT COUNTY WASHINGTON

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STATE OF WASHINGTON SS. **COUNTY OF SKAGIT** On this Z6th day of February, 19 99 ___ before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Robert H. Ruby and Kendall D. Gentry to me known to be the Managing Members, of Manor Properties II, LLC, a Washington limited liability company, that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation. Witness my hand and official seal hereto affixed the day and year first above written. Typed/Printed Notary Name: Donna Notary Public in and for the State of Washington, residen My appointment expires STATE OF WASHINGTON) SS. COUNTY OF SKAGIT On this 26 th day of February, 1999 __ before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Robert H. Ruby to me known to be the General Partner of Norris Place Limited Partnership, a Washington limited partners, that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation. Witness my hand and official seal hereto affixed the day and year first above written.

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Typed/Printed Notary Name:

Notary Public in and for the State of Washington, residing a

My appointment expires 7-9-0

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EXHIBIT A

Lot 1, Burlington Short Plat No. BURL-1-95, as approved March 28, 1995, and recorded April 20, 1995, in Volume 11 of Short Plats, pages 194 and 195, under Auditor's File No. 9504200032, records of Skagit County, Washington, being a portion of the North Half of the West Half of Tract 50, PLAT OF THE BURLINGTON ACREAGE PROPERTY, according to the plat thereof recorded in Volume 1 of Plats, page 49, records of Skagit County, Washington;

Situate in Skagit County, Washington.

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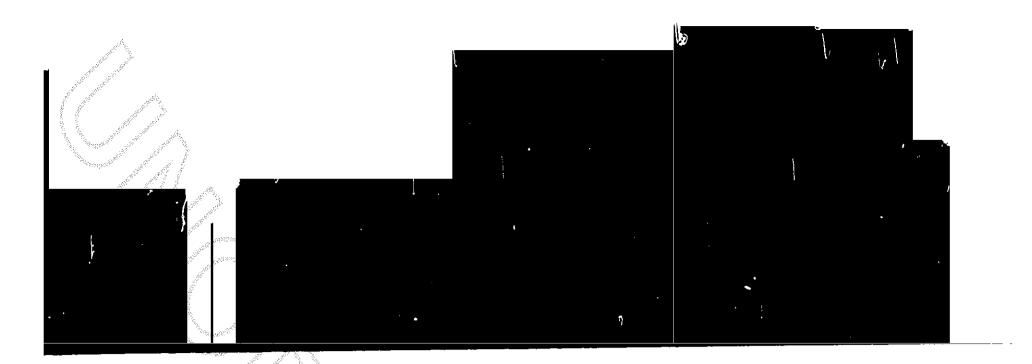


EXHIBIT B

Lot 2, Burlington Short Plat No. BURL-1-95, as approved March 28, 1995, and recorded April 20, 1995, in Volume 11 of Short Plats, pages 194 and 195, under Auditor's File No. 9504200032, records of Skagit County, Washington, being a portion of the North Half of the West Half of Tract 50, PLAT OF THE BURLINGTON ACREAGE PROPERTY, according to the plat thereof recorded in Volume 1 of Plats, page 49, records of Skagit County, Washington.

Situate in Skagit County, Washington.

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