

NOTE: The auditor/recorder will rely on the information on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

340417-1-014-0306

Assessor's Property Tax Parcel / Account Number(s):

Complete legal description is on page _____ of document

17-34-4 SE-NE

Abbreviated Legal Description as follows: (i.e. lot/block/plat or section/township/range/quarter/quarter)

5. Additional names on page _____ of document

4.
3.
2.

1. MACTENNEN LLC
Grantee(s): (Last name first, then first name and initials)

5. Additional names on page _____ of document

4.
3.
2.

1. HOBBS, JAMES J.
2. HOBBS, GLENDA
Grantor(s): (Last name first, then first name and initials)


Additional numbers on page _____ of document

Reference Number(s) of Documents assigned or released:

4.
3.
2.

1. EASEMENT AGREEMENT
Document Title(s): (or transactions contained therein)

(this space for title company use only)



First American Title Insurance Company

563362

AFTER RECORDING MAIL TO:

Name: MACTENNEN LLC
Address: 1486 ELECTRIC AVE
City/State: BELLEVILLE, MO 64708



Recorded at the Request of:
After recording Return to:
MACJENNEN LLC
1486 Electric Ave.
Bellingham, WA 98226

EASEMENT AGREEMENT

Grants:	JAMES L. HOBBS and GLENDA HOBBS, husband and wife
Grantee:	MACJENNEN LLC
Legal Description (abbreviated)	N30FT OF E 150FT OF S 391.5FT OF E 1/2 SE1/4
Assessor's Tax Parcel ID#	340417-1-014-0306

KNOW ALL MEN BY THESE PRESENTS that this Easement Agreement is made as of the day and year hereinafter executed by Grantors, JAMES L. HOBBS and GLENDA HOBBS, to and for the benefit of the Grantees Parcel as it may be owned by MACJENNEN LLC, ("Grantee")

Grantors hereby grant to Grantee the Easement and related rights specified herein, subject to and in accordance with the following terms and conditions:

1. Grant of Easement. For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby grant, convey and warrant to Grantee, its successors and assigns, and their licensees and or invitees, a perpetual, irrevocable, unrestricted easement in gross upon, over, and across the following described real estate (the "Easement Parcel") situate in SKAGIT COUNTY, WASHINGTON:

That portion of Section 17, Township 34 North, Range 4 East, W.M., described as follows:

The North 30 feet of the East 150 feet of the South 391.5 feet of the East 1/2 of the Southeast 1/4 of the Northeast 1/4. EXCEPT the East 30 feet thereof; and SUBJECT TO easements of record.

2. Purpose of Easement. The purpose of this easement is to recognize that said Easement Parcel was previously a public alley adjoining Grantees Parcel. Said Easement Parcel was abandoned and purchased by Grantors and provides Grantees Parcel direct access to Laventure Rd. The City of Mt Vernon has determined that HOBBS to MACJENNEN LLC EASEMENT

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access over and across said Easement Parcel with access to Laventure Road is necessary to obtain a building permit on Grantees Parcel.

3. Grantees Parcel. This easement is for the benefit of the following described real estate situate in SKAGIT COUNTY, WASHINGTON:

Lot 2 of City of Mount Vernon Short Plat No. MV-8-86 (B-C-V Short Plat) approved on December 23, 1986, recorded on December 23, 1986 as Auditor's File No. 8612230042 in Volume 7 of Short Plats, page 150, records of Skagit County, Washington. Being a portion of Northeast 1/4 of Section 17, Township 34 North, Range 4 East, W. M. (herein "Grantees Parcel").

4. Repair. Grantee shall be responsible to maintain and repair any damage to the Easement Parcel due to increased traffic on said road or from the construction of any structure that Grantee may construct upon Grantees Premises.

5. Noise. Grantee shall not permit any unusual noise or loud music to emanate from the business that Grantee or its successors and/or assigns may operate on Grantees Parcel.

6. Litter. Grantee shall be responsible for cleanup of litter on or about the Easement Parcel that is caused as a result of the increased traffic on the Easement Parcel due to business on the Grantees Premises.

7. Indemnification. By execution of this Easement Agreement Grantees agree to indemnify and hold harmless Grantors from any claim or claims that may arise from the use of the Easement Parcel.

8. Assignment. This easement shall run with the land and be automatically assigned to the owner of the Grantee Parcel as herein described.

9. Term. This Easement Agreement shall remain in full force and effect in perpetuity so long as Grantees comply with the covenants contained in this Easement Agreement. Non-use or a limited use of the Easement shall not prevent Grantee from later making full use of this Easement.

10. Non-Interference. Grantors, for themselves, their heirs, successors and assigns, covenant that the Property shall not be used in any manner which might interfere with or damage the improvements, or which might interfere with the use, and maintenance that Grantee may make to the Easement Parcel.

HOBBS to MACJENNEN LLC EASEMENT



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Skagit County Auditor



Its: Managing Member

By: Eddie R. Mack, Jr.

MACJENNEN LLC, Grantee

JAMES L. HOBS, Grantor

GLENDA HOBS, Grantor

In Witness Whereof, the Grantors and Grantees above named, have executed this Easement Agreement this _____ day of January 2001.

14. Hazardous Materials. Grantors represent and warrant to Grantee that, to the best of their knowledge, no hazardous or dangerous substances or wastes have been or are being used, generated, stored, disposed of or released anywhere in, on, under to, or from the Property in violation of applicable law. Grantors will not permit the Property or any portion thereof to be used or operated in any manner that may allow it to become contaminated with such substances or wastes.

13. Further Documents. Grantors will execute any and all further documents, which Grantee reasonably requests to assure to Grantee the rights granted herein.

12. Recordation. Grantee may record this Easement Agreement in records of Skagit County, Washington and such recording shall constitute Grantees approval of, and agreement to perform in accordance with, all terms and conditions hereof.

11. Binding. The provisions of and covenants contained in this Easement Agreement shall run with the land and shall bind and inure to the benefit of the respective successors-in-interest of the parties hereto.

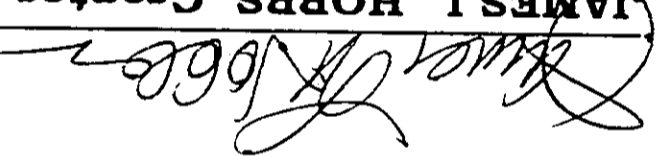
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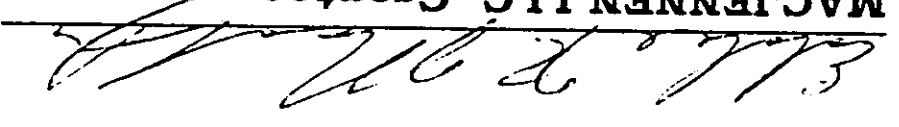
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14. Hazardous Materials. Grantors represent and warrant to Grantee that, to the best of their knowledge, no hazardous or dangerous substances or wastes have been or are being used, generated, stored, disposed of or released anywhere in, on, under to, or from the Property in violation of applicable law. Grantors will not permit the Property or any portion thereof to be used or operated in any manner that may allow it to become contaminated with such substances or wastes.

In Witness Whereof, the Grantors and Grantees above named, have executed this Easement Agreement this _____ day of January 2001.




JAMES L. HOBBS, Grantor



MACJENNEN LLC, Grantee
By: Eddie R. Mack, Jr.
Its: Managing Member

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

JAN 12 2001

Amount Paid \$
By: 
Deputy
Skagit County Treasurer

HOBBS to MACJENNEN LLC EASEMENT



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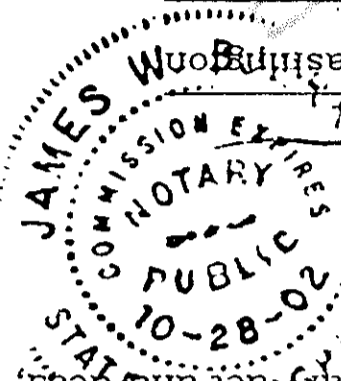
, Skagit County Auditor

HOBBS to MACJENNEN LLC EASEMENT

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Skagit County Auditor



Notary Public in and for the State of Washington
Residing at Lynden
My Commission Expires 12/21/02



On this day personally appeared before me the Managing Member of MACJENNEN LLC, to me known to be the individual described in and who executed the foregoing instrument on behalf of MACJENNEN LLC, and acknowledged that he signed the same as the free and voluntary act and deed, for the uses and purposes therein mentioned.
Witness my hand and officials seal the 5th day of January 2001.

State of Washington)
County of Whatcom) ss

Notary Public in and for the State of Washington
Residing at Lynden
My Commission Expires 3-1-02



On this day personally appeared before me GLENDA HOBBS, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.
Witness my hand and officials seal the 8th day of January 2001.

State of WA.)
County of Skagit) ss

Notary Public in and for the State of Washington
Residing at Lynden
My Commission Expires 3-1-02



On this day personally appeared before me JAMES L. HOBBS, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.
Witness my hand and officials seal the 8th day of January 2001.

State of Washington)
County of Skagit) ss

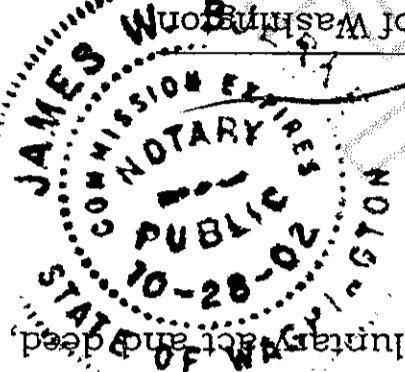
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Skagit County Auditor



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HOBBS to MACJENNEN LLC EASEMENT

Notary Public in and for the State of Washington
Residing at by Linda
My Commission Expires 10/28/02



Witness my hand and officials seal the 5th day of January 2001.

On this day personally appeared before me the Managing Member of MACJENNEN LLC, to me known to be the individual described in and who executed the foregoing instrument on behalf of MACJENNEN LLC, and acknowledged that he signed the same as the free and voluntary act and deed, for the uses and purposes therein mentioned.

State of Washington)
() ss)
County of Whatcom

Notary Public in and for the State of Washington
Residing at _____
My Commission Expires _____

Witness my hand and officials seal the _____ day of January 2001.

On this day personally appeared before me GLENDA HOBBS, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

State of _____)
() ss)
County of _____

Notary Public in and for the State of Washington
Residing at _____
My Commission Expires _____

Witness my hand and officials seal the _____ day of January 2001.

On this day personally appeared before me JAMES L. HOBBS, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

State of Washington)
() ss)
County of _____

Notary Public in and for the State of Washington
Residing at _____
My Commission Expires _____