

FILED FOR RECORD AT THE
REQUEST OF/RETURN TO:
Craig E. Cammock
Law Office of Craig E. Cammock
P.O. Box 836 / 415 Pine Street
Mount Vernon, WA. 98273



200202140113

Skagit County Auditor

2/14/2002 Page 1 of 5 2:56PM

EASEMENT

Grantor (s) NORDCO GROUP, L.L.C., a Washington limited liability company
ASH VENTURES, L.L.C., a Washington limited liability company

Grantee (s) THE PUBLIC
NORDCO GROUP, L.L.C., a Washington limited liability company
ASH VENTURES, L.L.C., a Washington limited liability company

Additional Grantor(s) on page(s)

Additional Grantee(s) on page(s)

Abbreviated Legal: LOT 1 & LOT 2 OF SP MV-1-01, ptn W $\frac{1}{2}$, W $\frac{1}{2}$, E $\frac{1}{2}$, NW $\frac{1}{4}$, SE $\frac{1}{4}$, S29,
T34 N, R4E, W.M

Additional Legal on page(s)

Assessor's Tax Parcel No's: P28745, P118235

THIS AGREEMENT is entered into between, NORDCO GROUP, L.L.C.; a Washington limited liability company (hereinafter referred to as "Owner A") and ASH VENTURES, L.L.C., a Washington limited liability company (hereinafter referred to as "Owner B"); Owner A and Owner B hereby agree as follows:

I. DESCRIPTION OF EASEMENT

In consideration of one hundred dollars and the mutual promises and covenants herein, Owner A hereby grants the easement described herein to Owner B. Owner B shall have the exclusive use of the South 10 feet of Lot 1. The easement area is more particularly described as the South ten feet of Lot 1, in which the North line of the easement area is parallel to the South line of Lot 1. However, Owner A shall have such access to the easement area as is reasonably necessary for the maintenance and care of Lot 1.

II. AGREEMENT IS APPURTENANT

The Grantors and Grantees have respective interests in parcels of real property located in Skagit County, Washington, which property is legally described as follows:

Owner A is the owner of Lot 1 of Short Plat No. MV-1-01, approved August 15, 2001, and recorded under Auditor's File No. 200108160009, records of Skagit County, Washington, and being a portion of the West ½ of the West ½ of the East ½ of the Northwest ¼ of the Southeast ¼ of Section 29, Township 34 North, Range 4 East, W.M, situate in Skagit County, Washington.

Owner B is the owner of Lot 2 of Short Plat No. MV-1-01, approved August 15, 2001, and recorded under Auditor's File No. 200108160009, records of Skagit County, Washington, and being a portion of the West ½ of the West ½ of the East ½ of the Northwest ¼ of the Southeast ¼ of Section 29, Township 34 North, Range 4 East, W.M

This Agreement is to be held by Owner A and Owner B, their heirs and successors and assigns as appurtenant to Lot 1 and Lot 2 and shall run with the land. This Agreement is for the purposes of benefiting Lot 2 only.

III. DISPUTE RESOLUTION

The parties agree to exercise their best efforts in good faith to resolve problems associated with the easement. Should the parties be unable and willing to amicably resolve any dispute concerning this agreement, including the interpretation of this agreement, then they agree to submit to binding arbitration under the Rules of Mandatory Arbitration for Skagit County, Washington, regardless of the nature of the dispute or the amount in controversy, and the parties agree that the results reached in such arbitration shall be binding and may not be appealed. The prevailing party shall be entitled to reasonable costs and attorneys fees.

IV. BENEFITS AND BURDENS

Benefits, burdens and covenants of this Agreement shall be deemed to run with the land and bind Owner A's property and Owner B's property (Lot 2 only), and their respective heirs, successors, and assigns and all persons possessing the property by, through and under the parties hereto and their respective heirs, successors and assigns.

V. INDEMNIFICATION

Owner B shall indemnify, defend and hold Owner A harmless from and against any and



all loss, damage, liability, cost, attorneys fees, expense and claims arising from Owner B's use of the easement and from any and all loss, damage, liability, expense and claims resulting from any injury to any person or any loss or damage to any property caused by or resulting from any negligent act or omission of Owner B or any officer, agent, employee, guest, invitee or visitor of Owner B in or about the easement area, or from any activity, work, or things done, permitted or suffered by Owner B in or about the easement area, except when such costs or damage is caused by the negligence of Owner A or its agents. Owner B shall further indemnify, defend and hold Owner A harmless from all loss, damage, liability, expense and claims arising from any breach or default in the performance of any obligation to be performed by Owner B under the terms of this easement, from any and all loss, damage, liability, expense and claims resulting from the construction of any alterations or improvements, or arising from any act, neglect, fault or omission of Owner B or of its agents or employees, and from and against any and all costs, attorneys fees, expenses and liabilities incurred in or about such claim or any action or proceeding brought thereon. In case any action or proceeding is brought against Owner A by reason of any such loss, damage, liability, expense or claim, Owner B, upon notice from Owner A, shall defend the same at Owner B's expense through counsel approved in writing by Owner A. Owner A shall not be liable for any loss or damage to personal property sustained by Owner B, or other persons, which may be caused by the alterations or improvements in or on the easement area, or any appurtenances thereto, being out of repair, or by bursting, or leakage of any water, gas, sewer or steam pipe, or by theft, or by act or negligence of any person, or any other cause or of any nature whatsoever, unless caused by the negligence or willful neglect of Owner A.

Each Owner and each subsequent owner of Lot 1 and Lot 2, by virtue of this declaration or a subsequent acceptance of a deed therefor, whether or not it shall be expressed in such deed, covenants and agrees to be subject to the obligations set forth herein. Additionally, each obligation of a lot owner, shall be a personal obligation of the person who was the owner of such lot at the time the obligation fell due.

VI. MISCELLANEOUS PROVISIONS

There are no verbal or other agreements which may modify or affect this Agreement. There are no other agreements between the parties relating to any easements other than those described herein and this Agreement shall not be construed as applying to any easements not specifically described herein. This agreement is an integrated, complete document and constitutes the entire agreement among the parties. This easement agreement shall be construed according to the laws of the State of Washington.

This easement shall remain in existence for a period of 10 years from the date of recording of this easement. At any time prior to the expiration of this easement, Owner B, may demand that the easement area be transferred to Owner B, at the sole cost and expense of Owner



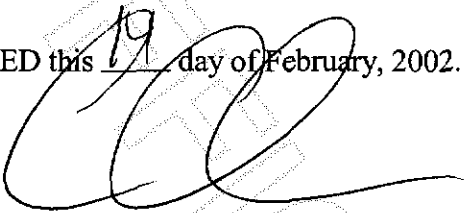
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Skagit County Auditor

B, by means of a boundary line adjustment. Owner A shall take all such actions and execute all such documents as are necessary to allow the easement area to be transferred to Owner B and made part of Lot 2.

IN WITNESS THEREOF, the parties hereto have executed this agreement on the day and year first above written.

DATED this 19 day of February, 2002.



NORDCO GROUP, L.L.C.
CRAIG CAMMOCK, MANAGER

Dated: February 14, 2002




ASH VENTURES, L.L.C.
CHARLES ASH, MEMBER

Dated: February 14, 2002

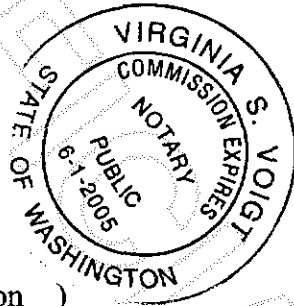
#027
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

FEB 14 2002

Amount Paid \$ 178
Skagit Co. Treasurer
By  Deputy

State of Washington)
County of Skagit)

I certify that I know or have satisfactory evidence that CRAIG CAMMOCK is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the MANGER of NORDCO GROUP, L.L.C. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



Dated: Feb. 14, 2007
Virginia S. Voigt
VIRIGINIA VOIGT, NOTARY PUBLIC
My appointment expires: 6-1-05

State of Washington)
County of Skagit)

I certify that I know or have satisfactory evidence that CHARLES ASH is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the GENERAL MANAGER of ASH VENTURES, L.L.C. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



Dated: Feb. 14, 2007
Virginia S. Voigt
VIRIGINIA VOIGT, NOTARY PUBLIC
My appointment expires: 6-1-05