

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



200305220109
Skagit County Auditor

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**QUITCLAIM DEED
EASEMENT**

FIRST AMERICAN TITLE CO.
A72975-1

Grantor (s) MICHAEL A. AUGUST & CHERYL D. AUGUST, husband and wife
DEXTER AVENUE ASSOCIATES, a Washington general partnership
Grantee (s) MICHAEL A. AUGUST & CHERYL D. AUGUST, husband and wife
DEXTER AVENUE ASSOCIATES, a Washington general partnership
Assessor's Tax Parcel No's: P25771, P25772, P25681, P25680

**GRANT FROM MICHAEL A. AUGUST & CHERYL D. AUGUST
TO
DEXTER AVENUE ASSOCIATES**

Grantors, MICHAEL A. AUGUST & CHERYL D. AUGUST, husband and wife, in consideration of the release of mutual obligations, covenants and promises, the sufficiency of which consideration is hereby acknowledged, hereby quitclaim and convey to Grantee, DEXTER AVENUE ASSOCIATES, a Washington general partnership, their interest, including all after acquired title of the Grantors therein, to the following described real property:

Lot 1, of Short Plat No. MV-11-80, approved November 21, 1980, recorded November 21, 1980, in Volume 5 of Short Plats, Page 6, under Auditor's File No. 8011210021, being a portion of the Southeast 1/4 of the Northeast 1/4 of Section 17, Township 34 North, Range 4 East, W.M.

TOGETHER WITH:

The South 280 feet of the East 1/2 of the Southeast 1/4 of the Northeast 1/4 of Section 17, Township 34 North, Range 4 East, W.M., EXCEPT the West 143.5 feet thereof, AND EXCEPT the South 40 feet thereof, AND EXCEPT that portion of said premises lying East of the following described line:

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NO monetary consideration was paid

Commencing at the East 1/4 corner of said Section; thence North 87 ° 55' 03" West along the South line of the Northeast 1/4 of said Section 17, 345.83 feet; thence North 0 ° 14' 33" West, 30.02 feet to the true point of beginning; thence continue North 0 ° 14' 33" West, 250.20 feet to the North line of the South 280.00 feet of said subdivision and the terminus of said described line.

TOGETHER WITH:

The North 285.33 feet of the South 565.33 feet of the West 333.00 feet of the East 1/2 of the Southeast 1/4 of the Northeast 1/4 of Section 17, Township 34 North, Range 4 East, W.M.

TOGETHER WITH the North 285.33 feet of the South 565.33 feet of the East 15.00 feet of the West 1/2 of the Southeast 1/4 of the Northeast 1/4 of Section 17, Township 34 North, Range 4 East, W.M.

Situate in the City of Mount Vernon, Skagit County, Washington.

**GRANT FROM DEXTER AVENUE ASSOCIATES
TO
MICHAEL A. AUGUST & CHERYL D. AUGUST**

Grantor, DEXTER AVENUE ASSOCIATES, a Washington general partnership, in consideration of the release of mutual obligations, covenants and promises, the sufficiency of which consideration is hereby acknowledged, hereby quitclaims and conveys to Grantees, MICHAEL A. AUGUST & CHERYL D. AUGUST, husband and wife, its interest, including all after acquired title of the Grantor therein, to the following described real property:

Lot 2, of Short Plat No. MV-11-80, approved November 21, 1980, recorded November 21, 1980, in Volume 5 of Short Plats, Page 6, under Auditor's File No. 8011210021, being a portion of the Southeast 1/4 of the Northeast 1/4 of Section 17, Township 34 North, Range 4 East, W.M.

EXCEPT a pre-existing, non-exclusive easement for ingress, egress, drainage, utilities and signs over, under, across and upon the West 30.00 feet of the above described Parcel that shall be retained by Grantor:

Situate in the City of Mount Vernon, Skagit County, Washington.

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EASEMENT AGREEMENT
GRANT OF EASEMENT FROM DEXTER AVENUE ASSOCIATES
TO
MICHAEL A. AUGUST & CHERYL D. AUGUST

Grantor, DEXTER AVENUE ASSOCIATES, a Washington general partnership, in consideration of the release of mutual obligations, covenants and promises, the sufficiency of which consideration is hereby acknowledged, hereby grants an easement to Grantees, MICHAEL A. AUGUST & CHERYL D. AUGUST, husband and wife, more particularly described as follows:

An easement for ingress, egress and parking over the over and upon roads, paths and serviceways as they may be developed now or in the future on the Burdened Property, which property is more particularly described below. The easement shall be for the limited purpose of providing: (1) parking spaces for five (5) employee vehicles of the restaurant located on the Benefited Property, and (2) allowing for ingress and egress across the Burdened Property for service vehicles traveling to the Benefited Property. Grantor shall have the right to designate those areas within the Burdened Property to be used for the above purposes. (For example, Grantor may identify 5 parking spaces within the Burdened Property for the restaurant employees' vehicles and Grantor may designate an access route across the Burdened Property to be used by service vehicles). The owner of the Burdened Property shall have the right to change the designated areas from time to time in the sole and absolute discretion of the owner of the Burdened Property. Other than as set forth in this paragraph, this easement shall not in any way limit the Burdened Property owner's use of the Burdened Property, including, but in no way limited to the construction, modification or demolition of improvements, landscaping, parking spaces and utilities or any other use to which the Burdened Property may be put.

The Easement is to be held by the owner of the Burdened Property and the Benefited Property, their heirs and successors and assigns as appurtenant to the Benefited Property and the Burdened Property. The benefits, burdens and covenants of this Easement Agreement shall be deemed to run with the land and bind the owners of the Burdened Property and the Benefited Property, and their respective heirs, successors, and assigns and all persons possessing the Benefited Property and the Burdened Property by, through and under the parties hereto and their respective heirs, successors and assigns until terminated by the mutual written and recorded agreement of the owners of the Benefited Property and Burdened Property, or by the operation of law..

In the event of a dispute relating to the easement, the parties involved in the dispute shall promptly submit the dispute to arbitration, to be conducted pursuant to the mandatory arbitration rules of the Superior Court of Skagit County, Washington. If the parties cannot agree on an arbitrator, then any party may apply at any time to the Presiding Judge ("Judge") of the Skagit County Superior Court ("Court") for the appointment of an arbitrator, and in such case the Judge's selection shall be binding upon all parties. All parties participating in the arbitration shall share equally in all costs of such arbitration, including the arbitrator's

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fees. Judgment upon the arbitrator's award may be entered in the Court, and such judgment shall be final and binding on all parties and shall not be subject to any appeal by any party.

This Easement Agreement relates to the following properties:

BURDENED PROPERTY (Owned by Grantor)

Lot 1, of Short Plat No. MV-11-80, approved November 21, 1980, recorded November 21, 1980, in Volume 5 of Short Plats, Page 6, under Auditor's File No. 8011210021, being a portion of the Southeast 1/4 of the Northeast 1/4 of Section 17, Township 34 North, Range 4 East, W.M.

TOGETHER WITH:

The South 280 feet of the East 1/2 of the Southeast 1/4 of the Northeast 1/4 of Section 17, Township 34 North, Range 4 East, W.M., EXCEPT the West 143.5 feet thereof, AND EXCEPT the South 40 feet thereof, AND EXCEPT that portion of said premises lying East of the following described line:

Commencing at the East 1/4 corner of said Section; thence North 87° 55' 03" West along the South line of the Northeast 1/4 of said Section 17, 345.83 feet; thence North 0° 14' 33" West, 30.02 feet to the true point of beginning; thence continue North 0° 14' 33" West, 250.20 feet to the North line of the South 280.00 feet of said subdivision and the terminus of said described line.

Situate in the City of Mount Vernon, Skagit County, Washington.

BENEFITED PROPERTY (Owned by Grantee)

Lot 2, of Short Plat No. MV-11-80, approved November 21, 1980, recorded November 21, 1980, in Volume 5 of Short Plats, Page 6, under Auditor's File No. 8011210021, being a portion of the Southeast 1/4 of the Northeast 1/4 of Section 17, Township 34 North, Range 4 East, W.M.

EXCEPT a pre-existing, non-exclusive easement for ingress, egress, drainage, utilities and signs over, under, across and upon the West 30.00 feet of the above described Parcel that shall be retained by Grantor:

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In witness whereof, the parties have executed this document as of this 12th day of April, 2003.

may

DEXTER AVENUE ASSOCIATES

By: [Signature]

It's: Gen Partner

By: Andrew M. Houg

It's: Gen Partner

By: Colleen A. Houg

Its: Gen. Partner

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

MAY 2 2 2003

Amount Paid \$
Skagit Co. Treasurer

By [Signature] Deputy

MICHAEL A. AUGUST & CHERYL D. AUGUST

Michael A. August
Michael A. August

Cheryl D. August
Cheryl D. August

Cheryl D. August



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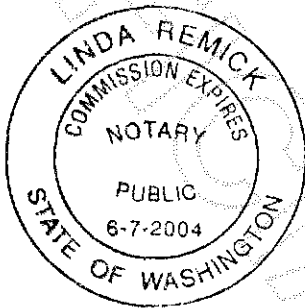
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State of Washington)
) ss
County of Skagit)

I certify that I know or have satisfactory evidence that James F. Reinmiller is the person who appeared before me, and said person acknowledged that ~~he~~ she signed this instrument, on oath stated that ~~he~~ she was authorized to execute the instrument and acknowledged it as the Partner of DEXTER AVENUE ASSOCIATES, a Washington general partnership to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



Dated: May 21, 2003

(Signature)

NOTARY PUBLIC

Print Name of Notary

My appointment expires: 6-7-04

State of Washington)
) ss
County of Skagit)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Partner of DEXTER AVENUE ASSOCIATES, a Washington general partnership to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

(Signature)

NOTARY PUBLIC

Print Name of Notary

My appointment expires: _____

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STATE OF WASHINGTON, }
County of Skagit } ss.

ACKNOWLEDGMENT - General Partnership

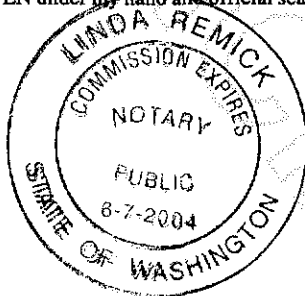
On this day before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn,
personally appeared Andrew M. Houg & Colleen A. Houg

_____ to me known to be the individual S described in and who executed
the foregoing instrument, as a General partner S of the Houg Family Partnership

_____, a General Partnership, and acknowledged to me that they
signed and sealed this said instrument as their free and voluntary act and deed, for the uses and purposes

therein mentioned, and on oath stated they are authorized to execute the said instrument, as the
Partner of Dexter Avenue ASSOCIATES.

GIVEN under my hand and official seal this 12th day of May, 2003



Linda Remick
Notary Public in and for the State of Washington,
residing at Starwood

My appointment expires 6-7-04

STATE OF WASHINGTON, }
County of _____ } ss.

ACKNOWLEDGMENT - Limited Partnership

On this day before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn,
personally appeared _____

_____ to me known to be the individual _____ described in and who executed
the foregoing instrument, as a General partner _____ of the _____

_____, a Limited Partnership, and acknowledged to me that _____

signed and sealed this said instrument as _____ free and voluntary act and deed, for the uses and purposes
therein mentioned, and on oath stated _____ authorized to execute the said instrument.

GIVEN under my hand and official seal this _____ day of _____, 19____.

Notary Public in and for the State of Washington,
residing at _____

My appointment expires _____

This jurat is page _____ of _____ and is attached to _____



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Skagit County Auditor