


RECORDED AT THE REQUEST OF
AND AFTER RECORDING RETURN TO:

Barry F. Owen
3538 207th Avenue SE
Sammamish, WA 98075


200306240132
Skagit County Auditor
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EASEMENT AND AGREEMENT

Grantor 1: MARINE HEIGHTS, LLC
Grantee 1: JOHN R. COX AND ASSOCIATES, LLC
Grantor 2: MARINE HEIGHTS, LLC
Grantee 2: JOHN R. COX AND ASSOCIATES, LLC

Assessor's Tax Parcel ID#:

(Grantor's Property)

P - 111752

Lot 14, Plat of Marine Heights

(Grantee's Property)

P - 111753

THIS EASEMENT AND AGREEMENT is made and entered into as of the 10th of June, 2003, between MARINE HEIGHTS, LLC ("MHLLC"), and JOHN R. COX AND ASSOCIATES, LLC ("JRCALLC").

RECITALS

A. MHLLC owns certain real property located in Skagit County, Washington, legally described on Exhibit A attached hereto ("MHLLC's Parcel").

B. JRCALLC owns certain real property adjoining MHLLC's Parcel, located in Skagit County, Washington, and legally described on Exhibit B hereto ("JRCALLC's Parcel").

C. MHLLC's Parcel and JRCALLC's Parcel are each referred to herein as a "Parcel".

D. MHLLC is willing, on the terms and conditions set forth herein, to grant an access easement to JRCALLC and JRCALLC is willing, on the terms and conditions set forth herein, to grant an access easement to MHLLC, which easements are intended to create a

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common driveway over both Parcels for the use and benefit of the owners of each of MHLLC's Parcel and JRCALLC's Parcel, as provided for herein.

E. MHLLC and JRCALLC are each referred to herein as "Grantor" and "Grantee" with respect to the easements granted herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Easement. MHLLC hereby grants to JRCALLC and JRCLLC hereby grants to MHLLC, on the further terms and conditions hereof, an exclusive easement (the "Driveway Easement") for pedestrian and vehicular ingress and egress over that portion of each such Grantor's Parcel, as depicted on Exhibit C hereto (the "Driveway Easement Area") that is used as a driveway; provided, however, that (a) each Grantor shall cause to be located in the Driveway Easement Area located on such Grantor's Parcel, a driveway suitable for ordinary passenger vehicles, which driveway may be relocated within such Driveway Easement Area on such Grantor's Parcel from time to time so long as Grantee shall incur no cost or expense in connection with such relocation and so long as after giving effect to any such relocation, such driveway located on such Grantor's Parcel connects to the then-existing driveway located on the Grantee's Parcel in a manner so as to permit pedestrian and vehicular ingress and egress over such driveway located on Grantor's Parcel onto the then-existing driveway located on such Grantee's Parcel, and (b) each Grantor may locate utilities for such Grantor's Parcel under the surface of the Driveway Easement Area located on such Grantor's Parcel and may grant other easements over the Driveway Easement Area located on such Grantor's Parcel for such utilities purposes only, so long as (i) such easements or utilities shall not interfere with Grantee's use of the driveway located in the Driveway Easement Area on such Grantor's Parcel pursuant to the Driveway Easement as provided for herein, (ii) after any use of the Driveway Easement Area for such purposes, such Grantor shall restore or cause the restoration of the driveway located in the Driveway Easement Area on such Grantor's Parcel to its pre-existing condition (or better, as required under Paragraph 2, below) at such Grantor's cost and expense, and (iii) Grantee shall incur no cost or expense in connection with the use of the Driveway Easement Area located on such Grantor's Parcel for such purposes by any other person. The driveway located in the Driveway Easement Area on each Grantor's Parcel is intended for pedestrian and vehicular access to and from the single family residence located on each Parcel only and for incidental parking and other purposes. The Driveway Easement Area may not be relocated.

2. Maintenance. Each Grantor shall pay the costs incurred from time to time for maintaining that portion of the Driveway Easement Area located on each such Grantor's Parcel that is used as a driveway in a safe and serviceable condition and to a standard consistent with the design standards for the Plat of Marine Highlands recorded in Volume 16 of Plats, pages 173 through 175, records of Skagit County, Washington.

3. Miscellaneous. In the event of any litigation or other legal proceedings to

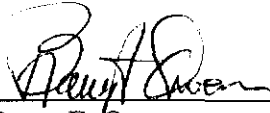


interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover from the nonprevailing party its reasonable costs and attorneys fees. This instrument shall be binding upon, and shall inure to the benefit of, the respective successors and assigns of the parties hereto. This instrument may only be amended by a further written instrument, duly executed by the owners of both Parcels, and recorded in the real property records of Skagit County, Washington. This instrument is intended as the full and final expression of the intention of the parties with respect to the subject matter hereto, and supersedes any other understandings with respect hereto, whether written or oral. This instrument may be executed in counterparts.

IN WITNESS WHEREOF, this instrument is executed as of the date first shown above.

MHLLC:

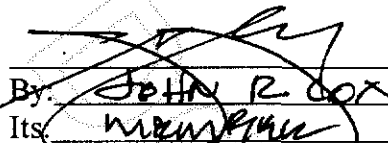
MARINE HEIGHTS, LLC



By: Barry F. Owen
Its: Managing Member

JRCALLC:

JOHN R. COX AND ASSOCIATES, LLC



By: JOHN R. COX
Its: MEMBER



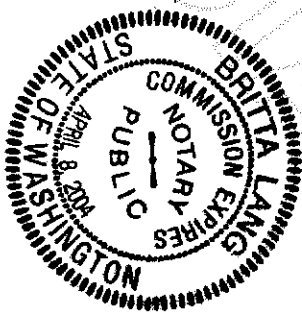
STATE OF WASHINGTON

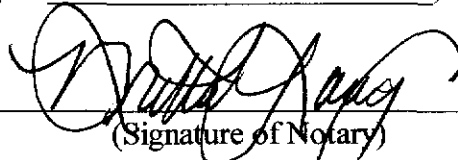
COUNTY OF SKAGIT

SS.

I certify that I know or have satisfactory evidence that BARRY OWEN is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as a member of MARINE HEIGHTS LLC, a limited liability company, to be the free and voluntary act of such limited liability company for the uses and purposes mentioned in the instrument.

Dated this 24th day of JUNE, 2003




(Signature of Notary)

BRITTA LANG

(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington,
residing at SKAGIT COUNTY

My appointment expires 4/8/2004

Easement Agreement

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

JUN 24 2003

Amount Paid \$0
Skagit County Treasurer
By: nam Deputy



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Skagit County Auditor

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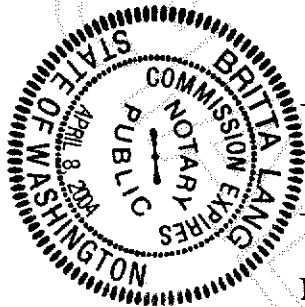
STATE OF WASHINGTON

SS.

COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that JOHN RANDY COX is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as a member of JOHN R COX & ASSOCIATES LLC, a limited liability company, to be the free and voluntary act of such limited liability company for the uses and purposes mentioned in the instrument.

Dated this 24th day of JUNE, 2003




(Signature of Notary)

BRITTA LANG

(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington,
residing at SKAGIT COUNTY

My appointment expires 4/8/2004



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Skagit County Auditor

EXHIBIT A

Grantor's Parcel

Lot 14

Lot 14, PLAT OF MARINE HEIGHTS, according to the plat thereof, recorded in Volume 16 of Plats, pages 173 through 175, records of Skagit County, Washington.



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EXHIBIT B

Grantee's Parcel

Lot 15E, PLAT OF MARINE HEIGHTS, according to the plat thereof, recorded in Volume 16 of Plats, pages 173 through 175, records of Skagit County, Washington; and set forth on the boundary line adjustment recorded July 11, 2001 under Auditor's File No. 200107110195, being more particularly described as follows:

Beginning at the Northeast corner of Lot 15,
thence South 78°54'00" West 103.58 feet;
thence through a curve to the right having a radius of 380 feet, an arc length of 63.07 feet and a delta of 9°30'35";
thence South 5°59'35" East 36.78 feet;
thence South 83°38'00" East 89.50 feet;
thence North 0°43'57" West 74.70 feet;
thence South 85°45'00" East 5.39 feet;
thence North 07°42'01" West 54.54 feet to the point of beginning.

(Being a portion of Lots 15 and 16, of the original PLAT OF MARINE HEIGHTS.)



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EXHIBIT C

Driveway Easement Area (Site Plan)

The portion of the Driveway Easement Area located on MHLLC's Parcel is described as follows:

A strip of land thirty-five (35) feet in width commencing at the point of contiguity between Marine Heights Way and the southern boundary line of Lot 14, Plat of Marine Heights, According to the Plat Recorded in Volume 16 of Plats, pages 173-175, Records of Skagit County Washington, which strip shall be contiguous to said southern boundary for a distance of twenty (20) feet, as depicted in approximation below on Exhibit "C-1" attached hereto.

The portion of the Driveway Easement Area located on JRCALLC's Parcel is described as follows:

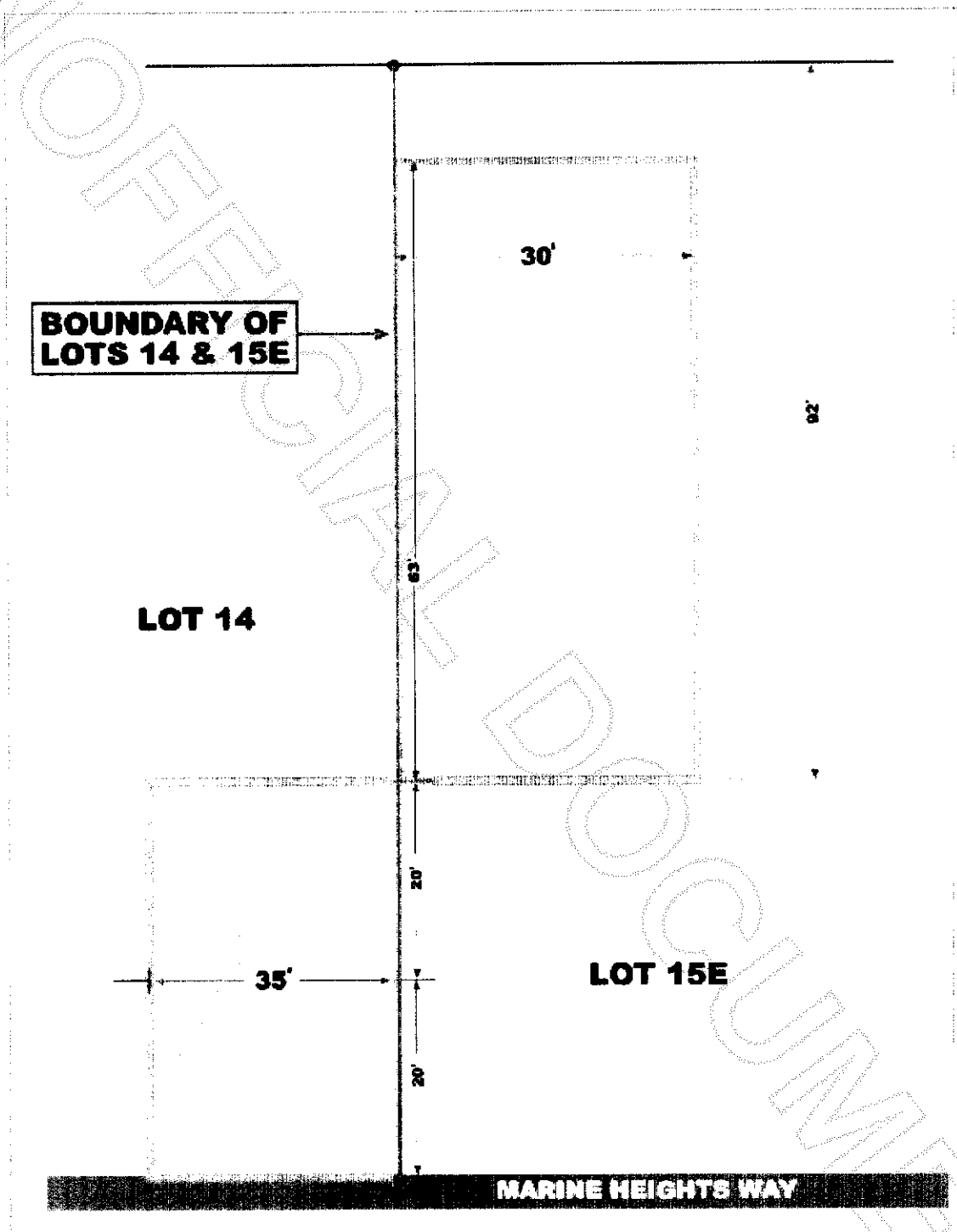
A strip of land thirty (30) feet in width commencing on the northern boundary line of Lot 15E, PLAT OF MARINE HEIGHTS, according to the plat thereof, recorded in Volume 16 of Plats, pages 173 through 175, records of Skagit County, Washington; and set forth on the boundary line adjustment recorded July 11, 2001 under Auditor's File No. 200107110195, at the point on such northern boundary line that is twenty feet (20') east of the point of contiguity between Marine Heights Way and said northern boundary line of said Lot 15E, which strip shall be contiguous to the northern boundary for a of distance sixty-three (63) feet, as depicted in approximation below on Exhibit "C-1" attached hereto.



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EXHIBIT "C-1"



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