

AFTER RECORDING RETURN TO:

Name Bradford Holdings
Address 200 West Gate Street
City, State, Zip Mount Vernon, WA 98273



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Abbrev. Leg. Ptn SE1/4 of Sec 5, T36N, R3E, WM
Tax Acct. No. 360305-4-001-0001/ R47646
Grantor. Apollo Holdings, LTD
Grantee/Grantor Bradford Holdings, LLC

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax

DEC 16 2003

**AGREEMENT FOR EASEMENTS
AND
RESTRICTIVE COVENANTS**

Amount Paid \$ 0
By: Skagit County Treasurer Deputy

This Agreement for Easements and Restrictive Covenants ("Agreement") is made by and between Apollo Holdings, LTD, a foreign corporation (referred to hereafter as "Grantor" or "Apollo") and Bradford Holdings LLC, a Washington limited liability company, (referred to hereafter as "Grantee" or "Bradford") as follows:

RECITALS

A. Apollo Holdings, LTD, is the owner of the property described on EXHIBIT A, which is attached hereto, and by this reference incorporated herein, hereafter described as the "Apollo property."

B. Bradford Holdings, LLC, a Washington limited liability company, is the owner of the property described on EXHIBIT B, which is attached hereto, and by this reference incorporated herein, hereafter described as the "Bradford property."

ACCESS AND UTILITY EASEMENTS

GRANTOR, Apollo Holdings LTD, a foreign corporation, in consideration of the mutual agreements, covenants and easements herein, the sufficiency of which is acknowledged by Apollo, and for no monetary consideration, hereby grants to Bradford Holdings, LLC, a Washington limited liability company, the following two easements across and beneath the Apollo Property for access and utilities: 1) a nonexclusive easement for ingress, egress, and utilities over, under and through that portion of the Apollo property described as "Easement Area 1" on EXHIBIT C, which is attached hereto and incorporated by this Apollo/Bradford Easement -- 1

reference, hereafter referred to as the "Access and Utility Easement Area," AND 2) a nonexclusive easement for ingress, egress, and utilities over, under and through that portion of the Apollo property described as "Easement Area 2" on EXHIBIT C, which is attached hereto and incorporated by this reference, hereafter referred to as the "Access and Utility Easement Area," TOGETHER WITH the right to install and maintain a security gate to limit use of the easement to the owners of the Grantor's and Grantee's properties, their guests, licensees, and such other persons as the Grantor and Grantee may mutually designate in the future to have the right to use the easement. The easement is granted for the benefit of the Bradford property, which is described on EXHIBIT B, and for the benefit of any adjoining real property that may be acquired by the owners of the Bradford property, its successors or assigns. Notwithstanding the foregoing, Grantor agrees that the physical space within Easement Area 1 and Easement Area 2 actually occupied by authorized improvements, plus an area within three feet on all sides of such improvements, shall be reserved for the exclusive use of the Grantee, its successors and assigns.

A sketch of the Easement Areas 1 and 2 is attached hereto as EXHIBIT D.

Apollo and Bradford agree and covenant as follows:

The owners of the properties benefited by, and subject to the access and utility easement, and their heirs, successors and assigns shall take said property with the benefit of the easement and subject to this maintenance agreement.

Grantor acknowledges that a security gate has already been installed within the easement area at a point as close as reasonably possible (considering terrain, visibility, and other safety and construction issues) to the point "Easement 2" intersects Chuckanut Ridge Drive, as shown on the survey recorded in Volume 14 of Surveys, page 105, under Auditor's File No. 9306110050. The cost of the maintenance of the security gate and any road improvements desired by owners of the Bradford Property shall be paid by such owner(s). Grantor hereby approves the location of the security gate previously installed by Grantee.

Maintenance of the road easement and of the security gate shall be the responsibility of Bradford, or its successors or assigns as owner of the Bradford property, unless the Grantor, or other property owners use the road. In the event that the Grantor or other owners (assuming such right is granted by the Grantor and Grantee) use the road, then all such owners who use the road shall share proportionately in the cost and expense of maintaining the road.

If owners of properties other than the Grantee use the road, the benefited owners shall determine, by majority vote annually, or more frequently if necessary, the extent of repairs and maintenance to be accomplished.

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Apollo represents to Bradford that the execution, delivery and performance of this Agreement have been duly authorized and approved by all required company action, that no third party consents are required for the execution of this Agreement, and that the person exercising this Agreement on behalf of Apollo has full authority to do so.

COVENANTS TO RUN WITH THE LAND

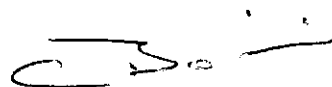
The covenants herein shall run with the land, and shall be binding on the parties hereto, their heirs, successors or assigns, and all subsequent owners thereof.

Dated 13th Nov, 2003

Apollo Holdings, LTD
by:



President



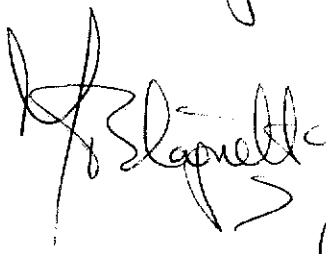
Secretary

Bradford Holdings, LLC, by:

David L. Cavanaugh, Manager

I certify that the above signature is that
of Mr Christopher Bovini and that he did
execute this document in my presence

MAITE STAGNETTO
Commissioner for Oaths
Suite 23, Portland House
Glacis Road, Gibraltar
Date 13/11/03 Fee Pd ✓



Commissioner - for - Oaths
Bovini - at - law
11/11/03

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Isola & Isola
Suite 23, Portland House
Glacis Road
Gibraltar



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EXHIBIT A
Description of Apollo Property
(The Servient or Burdened Estate)

That portion of the Southeast $\frac{1}{4}$ of Section 5, Township 36 North, Range 3 East, W.M., being more particularly described as follows:

Beginning at the Southeast corner of said Southeast $\frac{1}{4}$ of Section 5;
thence North $2^{\circ}15'57''$ East, along the East line of said Southeast $\frac{1}{4}$, 1,432.86 feet, to the true point of beginning;
thence leaving said East line North $89^{\circ}03'49''$ West, 750.20 feet;
thence North $2^{\circ}15'57''$ East, 630.00 feet;
thence North $89^{\circ}03'49''$ West, 736.41 feet;
thence South $36^{\circ}00'00''$ West, 963.05 feet;
thence North $89^{\circ}03'49''$ West, 600.56 feet to a point on the West line of said Southeast $\frac{1}{4}$;
thence North $3^{\circ}03'02''$ East, along said West line, 500.00 feet;
thence leaving said West line South $89^{\circ}03'49''$ East, 370.81 feet;
thence South $12^{\circ}00'00''$ East, 275.00 feet;
thence South $89^{\circ}03'49''$ East, 239.01 feet;
thence North $36^{\circ}00'00''$ East, 753.35 feet;
thence South $89^{\circ}03'49''$ East, 1,519.19 feet to a point on said East line;
thence South $2^{\circ}15'57''$ West, along said East line, 690.02 feet, to the true point of beginning.

THE BASIS OF BEARING for the above description is derived from Washington State Plane Coordinate System, North Zone as per that certain Record of Survey map filed with the Skagit County Auditor's Office, reference number 9009120008, Ayers-Harrison, P.S. in 1990.

Situate in the County of Skagit, State of Washington.

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EXHIBIT B
Description of Bradford Property
(The Dominant or Benefitted Estate)

Parcel A

POOR ORIGINAL

All that portion of the Southeast 1/4 of Section 5, Township 36 North, Range 3 East, U.M., being more particularly described as follows:

Beginning at the Southeast corner of said Southeast 1/4 of Section 5;
 thence North 2 degrees 15'57" East along the East line of said Southeast 1/4,
 2122.87 feet, to the true point of beginning;
 thence North 89 degrees 03'49" West, 1519.19 feet;
 thence South 36 degrees 00'00" West, 753.36 feet;
 thence North 37 degrees 03'49" West 239.01 feet;
 thence North 12 degrees 00'00" West, 273.00 feet;
 thence North 35 degrees 00'00" East, 314.61 feet;
 thence South 89 degrees 03'49" East, 1791.95 feet to a point on the East line of
 said Southeast 1/4;
 thence South 2 degrees 15'57" West, along said East line, 313.25 feet, to the true
 point of beginning.

TOGETHER WITH all that portion of the Southeast 1/4 of Section 5, Township 36 North,
 Range 3 East, U.M., being more particularly described as follows:

Beginning at the Southeast corner of said Southeast 1/4 of Section 5;
 thence North 2 degrees 15'57" East along the East line of said Southeast 1/4,
 2441.12 feet;
 thence North 89 degrees 03'49" West 490.03 feet to the true point of beginning;
 thence continuing North 89 degrees 03'49" West 1301.93 feet;
 thence North 26 degrees 00'00" West 151.33 feet to a point 60 feet South, as
 measured at right angles to the North line of said Southeast 1/4 of Section 5;
 thence South 89 degrees 03'49" East, parallel with said North line, a distance of
 1217.87 feet;
 thence South 2 degrees 15'57" West a distance of 1217.89 feet to the true point of
 beginning.

EXCEPTING THEREFROM all that portion of the Southeast 1/4 of Section
 5, Township 36 North, Range 3 East, U.M., being more particularly described as
 follows:

Beginning at the Southeast corner of said Southeast 1/4 of Section 5;
 thence North 2 degrees 15'57" East along the East line of said Southeast 1/4,
 2122.87 feet, to the true point of beginning;
 thence North 89 degrees 03'49" West, 490.03 feet;
 thence North 2 degrees 15'57" East 313.25 feet;
 thence South 89 degrees 03'49" East, 490.01 feet;
 thence South 2 degrees 15'57" West along the East line of said Southeast 1/4 a
 distance of 314.73 feet to the true point of beginning.

TOGETHER WITH all beneficial rights of ingress, egress and utilities contained in
 Declaration of Covenants, Conditions, Restrictions, Easement and Road Maintenance as
 recorded September 27, 1989, under Auditor's File No. A9D9770066.

Situate in the County of Skagit, State of Washington.

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POOR ORIGINAL

Exhibit B, continued
Description of Bradford Property

Parcel B

All that portion of the Southeast 1/4 of Section 5, Township 36 North, Range 3 East, W.M., more particularly described as follows:

Beginning at the Southeast corner of said Southeast 1/4 of Section 5;
thence North 02°15'57" East, along the East line of said Southeast 1/4, 2,122.87 feet to the TRUE POINT OF BEGINNING;
thence North 89°03'49" West, 490.03 feet;
thence North 02°15'57" East, 318.25 feet;
thence South 89°03'49" East, 490.03 feet;
thence South 02°03'49" West, 318.25 feet to the TRUE POINT OF BEGINNING. Situate in the County of Skagit, State of Washington.

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EXHIBIT C
Access and Utility Easement Area

Easement Area 1

Easement 1 is granted within that portion of Grantor's property described on EXHIBIT A, above, located within a forty foot strip of land running in a generally northeasterly direction across a portion of the Grantor's property as described and delineated on that Survey recorded in Volume 14 of Surveys, page 105, under Auditor's File No. 930611050, records of Skagit County, Washington, and referred to on said survey as "Proposed 40' Access Easement to Benefit Revised Parcels 7 and 8."

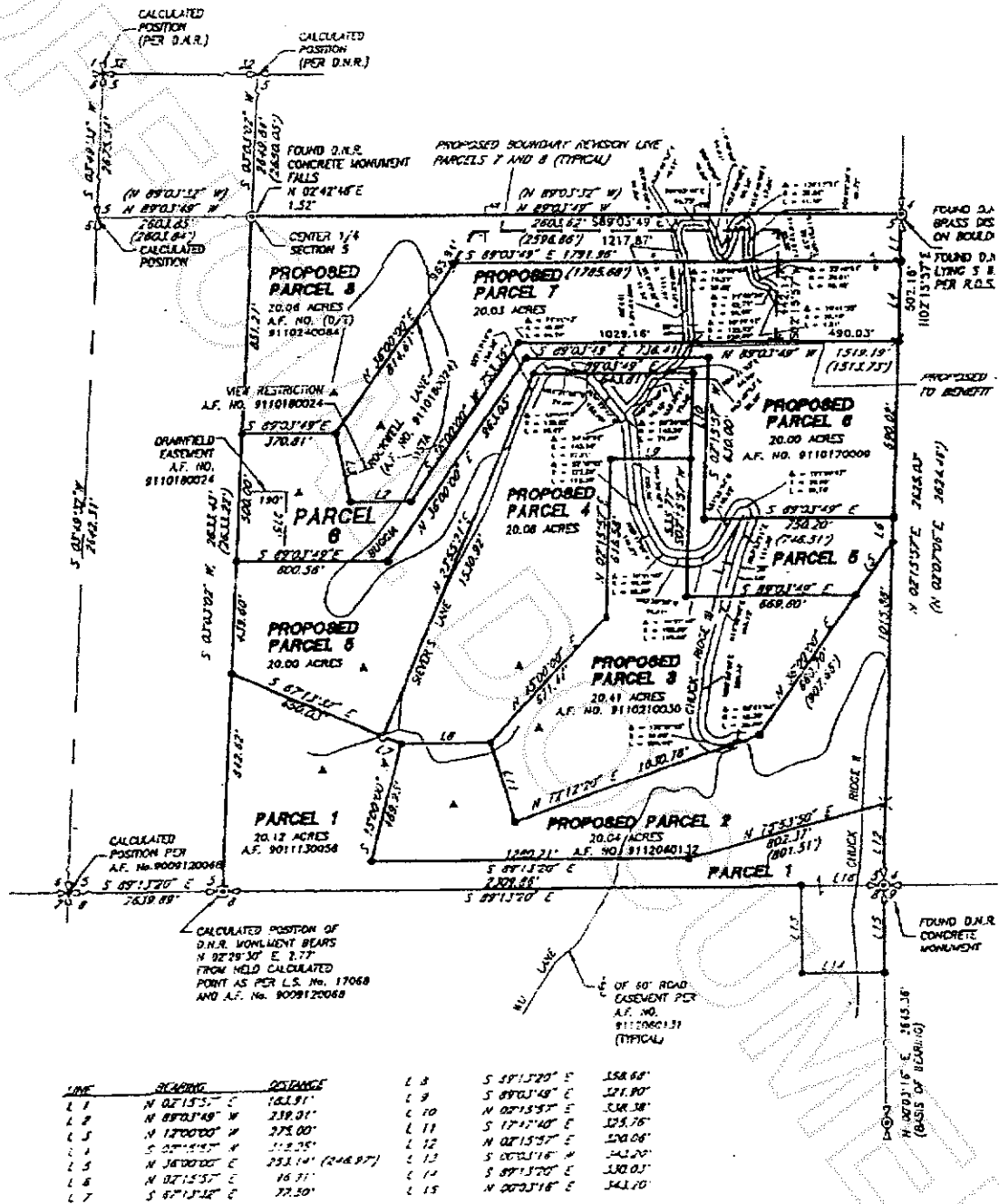
Easement Area 2

Easement 2 is granted within that portion of Grantor's property described on EXHIBIT A, above, located within a twenty foot strip of land running in a generally northerly direction across a portion of the Grantor's property. The twenty foot strip of land is located 10 feet each side of the centerline of an existing road which begins at the north edge of Chuckanut Ridge Drive, at a point on Grantor's property approximately 700 feet west of the east border of Grantor's property, and then extends in a generally northerly direction to the north border of the Grantor's property and the south border of the Grantee's property.

POOR ORIGINAL



EXHIBIT D Sketch of Easement



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