



200402200114  
Skagit County Auditor

AFTER RECORDING MAIL TO:

IRVING CONSTRUCTION CORPORATION  
819 COMMERCIAL AVENUE, STE. G  
ANACORTES, WA 98221  
A76295

2/20/2004 Page 1 of 5 1:41PM

Filed for Record at Request First American Title of Skagit County

**Quit Claim Deed**

FIRST AMERICAN TITLE CO.  
A76295-E-1

THE GRANTOR IRVING CONSTRUCTION CORPORATION, A Washington Corporation for and in consideration of **ESTABLISH EASEMENT** conveys and quit claims to CITY OF ANACORTES the following described real estate, situated in the County of SKAGIT, State of Washington, together with all after acquired title of the grantor(s) therein:

Private, shared driveway access and utility easements are hereby reserved on and across Lots 15 through 19, Cedar Glen I, and Lot 1, Cedar Glen II. Access to the building sites over the reserved DRIVEWAY EASEMENT areas shall not be obstructed by fencing, shrubs or other landscape or fence features. Maintenance of each driveway shall be the shared responsibility of the lot owners served by that driveway.

Deeds conveying the individual Lots 15 through 19, Cedar Glen I, and Lot 1, Cedar Glen II shall specify the terms and conditions of future driveway maintenance as set forth in Exhibits A and B attached hereto.

\*no monetary consideration paid

SKAGIT COUNTY WASHINGTON  
Real Estate Excise Tax  
PAID

FEB 20 2004

Amount Paid \$  
Skagit County Treasurer  
Deputy

Assessor's Property Tax Parcel Account Number(s): 4790-000-015-0000 (P118851)

Dated February 13, 2004

IRVING CONSTRUCTION CORPORATION

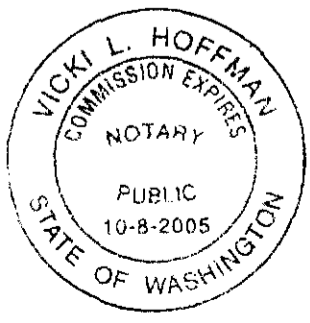
*W. Scott Irving*

BY: W. SCOTT IRVING, PRESIDENT

STATE OF WASHINGTON }  
COUNTY OF SKAGIT } ss

I certify that I know or have satisfactory evidence that W. SCOTT IRVING is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the President of IRVING CONSTRUCTION CORPORATION to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: 2-13-04



*Vicki L. Hoffmann*

Notary Public in and for the State of Washington  
Residing at Anacortes  
My appointment expires: 10-8-05

Agents For  
First American Title Insurance Company

**EXHIBIT "A"**

**Lot 15, Cedar Glen Plat Phase I**

SUBJECT TO a perpetual non-exclusive driveway easement, running with the land, for ingress, egress and utilities, over, under, along and across the northwesterly portion of Lot 15, for the benefit of Lot 1, Cedar Glen Phase II, said easement more particularly described in Exhibit "B" attached hereto PROVIDED THAT all costs of permitting, construction, maintenance, repair, replacement, and mitigation or impacts due to exercise of the granted easement rights, shall be borne by the owners of Lots 15, Cedar Glen I and Lot 1, Cedar Glen II, their successors and assigns, on the following terms and conditions:

1. The dominant and servient tenement owners shall abide by local ordinances and state law and agree that prior to application for permits to improve the easement premises, the initiating party shall notify the joint easement holder in person or by mail of the proposed work at the address provided to the Skagit County Assessor for real estate tax notice.
2. Within thirty (30) days after notice of proposed work, the joint easement holder shall designate a construction agent and, if possible, adopt a budget for the work, including dollar amounts for labor, materials, fees, professional services, and a specification of how the proposed work, including services, and a specification of how the proposed work will be paid for, including the date and dollar amount of contributions from each benefited party.
3. If the easement holders cannot agree to designate a construction agent and adopt a budget for easement work, then the party initiating the proposed work may proceed as default construction agent, but shall not be allowed to charge more than one-third (1/3) of the actual out of pocket payment for labor, materials, fees and professional services actually paid by default construction agent.



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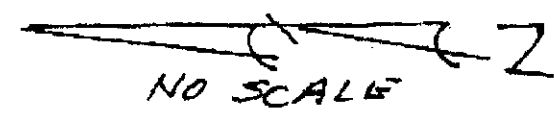
4. Construction agent or default construction agent shall be individually responsible for the prosecution of the proposed work, payment of obligations and adherence to the budget, plans, specifications and permits for the work. If work is done and accepted by the permitting authority and all financial obligations have been paid, the construction agent may impose a lien equal to the budgeted contributions not timely paid or, in the case of a default, construction agent up to one third (1/3) of the actual, out of pocket payments, for labor, materials, fees, and professional services arising out of the work as proposed and completed.
5. If the easement premises or any improvement is damaged due to the intentional or negligent action or inaction of an easement holder, that owner shall be responsible for remedial action to restore the premises or improvement to its former condition within a reasonable time. Failure to take remedial action to cure damage after thirty (30) days notice in person or by mail shall empower the damaged easement holder to undertake remedial action and charge the responsible party for the cost of remediation and for that purpose may impose a lien on the responsible party's lot as a construction agent of the responsible party.



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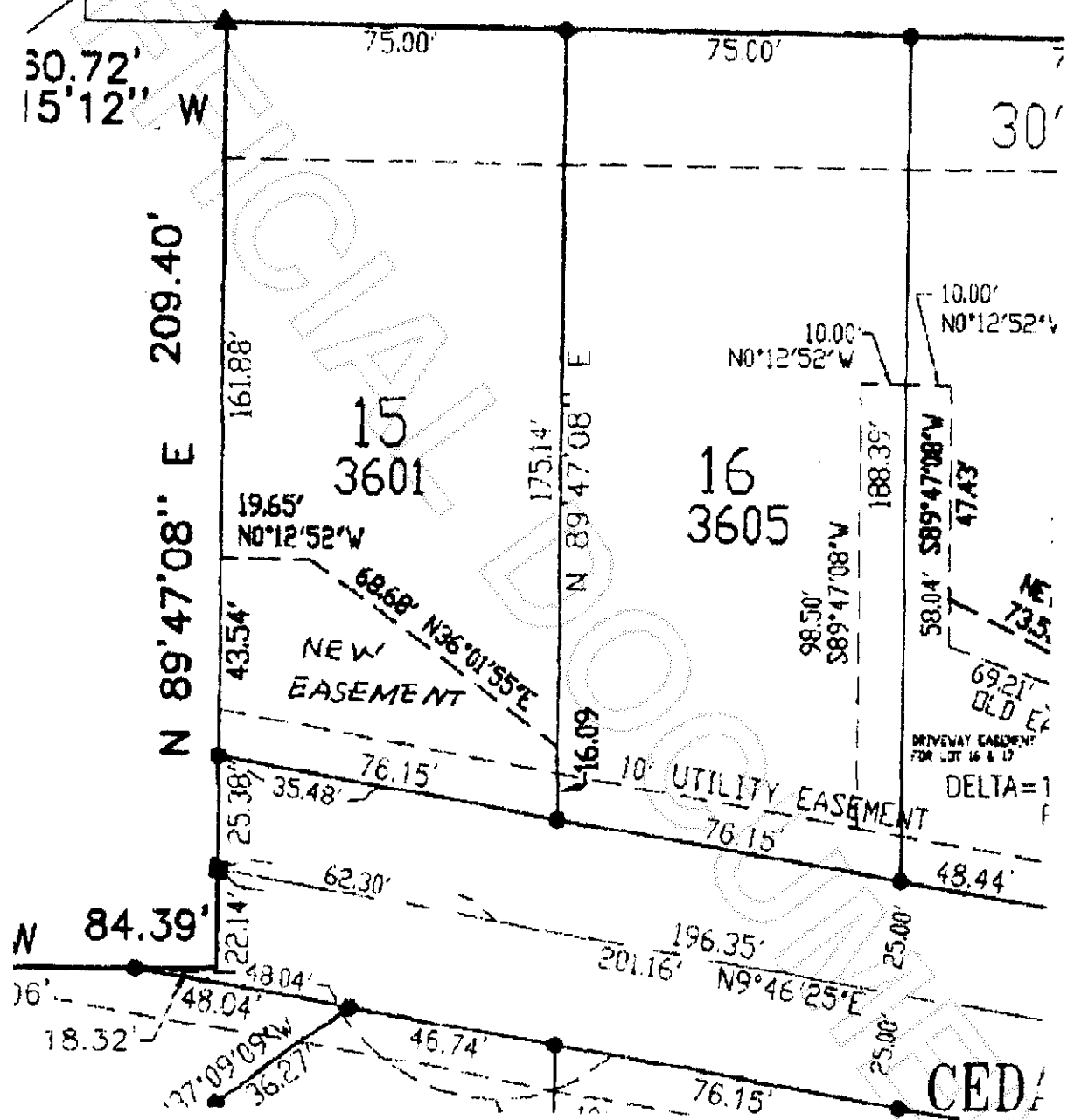
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EXHIBIT "B"



# AMENDED CEDAR GLEN PLAT

FOUND CONC. MON  
NO CASE OR COVER



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# Crossman & Associates

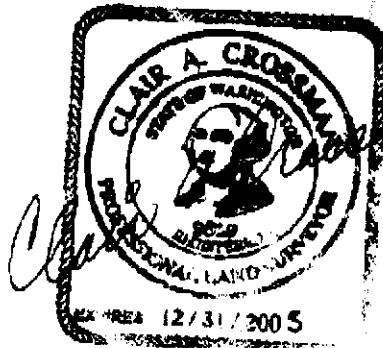
Clair (Sam) Crossman  
Land Surveyor  
16146 Mclean, Rd.  
Mount Vernon, WA 98273

Telephone (360) 424-7359

## ACCESS EASEMENT

An easement for ingress and egress granted to lot 1 in the plat of Cedar Glen Plat Phase 2, as recorded under Auditor's file # 200311130098, across lot 15 in the plat of Amended Cedar Glen Plat as recorded under Auditor's file # 200202210051 described as follows:  
Beginning at the Southwest corner of said lot 15;  
thence N 89 47' 08" E 16.09 feet along the south line of lot 15;  
thence N 36 01' 55" E 68.68 feet;  
thence N 0 12' 52" W 19.65 feet to the south line of said lot 1;  
thence S 89 47' 08" W 43.54 feet along the north line of lot 15 to the northwest corner thereof;  
thence S 9 46' 25" W 76.15 feet along the West line of lot 15 to the point of beginning.  
Located in the County of Skagit, State of Washington.

Refer to EXHIBIT A



2-06-04



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