



200404260159
Skagit County Auditor
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AFTER RECORDING MAIL TO:

KEITH GUY
3615 CEDAR GLEN WAY
ANACORTES, WA 98221

FIRST AMERICAN TITLE CO.

A81117.8

Filed for Record at Request of First American Title of Skagit County

Quit Claim Deed

THE GRANTOR JAMES JENNINGS, a Married Man as his sole and separate property, and KEITH GUY and PHYLLIS GUY, husband and wife, for and in consideration of TO ESTABLISH MUTUAL EASEMENT WITHOUT CONSIDERATION conveys, and quit claims to JAMES JENNINGS, a Married Man as his sole and separate property, and KEITH GUY and PHYLLIS GUY, husband and wife, 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:

Non-exclusive easements for ingress, egress and utilities over, under, along and across those portions of Lots 18 and 19 delineated as a "driveway easement for Lot 18 and 19" on the face of the plat of "AMENDED CEDAR GLEN PLAT" as per plat recorded as Auditor's File No. 200202080084; said non-exclusive easements being portions of the South 10 feet of Lot 18, the North 10 feet of Lot 19 and a Northwesterly portion of Lot 19.

Said Easements are hereby established for the benefit of both said Lots 18 and 19 and are subject to the terms and provisions set forth herein on Exhibit "A" attached hereto.

SUBJECT FURTHER TO Exhibit "B" attached hereto as page 5.

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

APR 26 2004

**No monetary consideration paid*

Amount Paid *0*
Skagit Co. Treasurer
By *[Signature]* Deputy

Assessor's Property Tax Parcel Account Number(s): 4790-000-019-0000 P118855; 4790-000-018-0000 P118854

Dated April 20, 2004

[Signature of Keith Guy]
KEITH GUY

[Signature of James Jennings]
JAMES JENNINGS

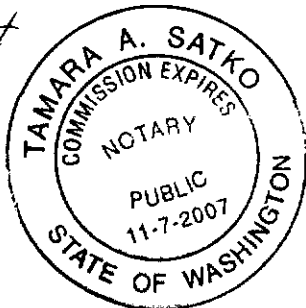
[Signature of Phyllis Guy]
PHYLLIS GUY

STATE OF WASHINGTON
COUNTY OF SKAGIT

} ss

I certify that I know or have satisfactory evidence that JAMES JENNINGS is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 4/22/04



Tamara A. Satko

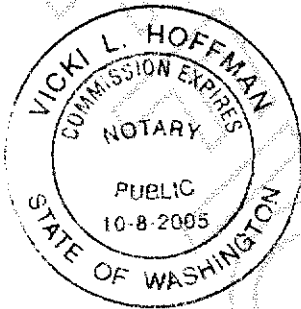
Notary Public in and for the State of Washington
Residing at Anacortes
My appointment expires: 11/7/07

STATE OF WASHINGTON
COUNTY OF SKAGIT

} ss

I certify that I know or have satisfactory evidence that **KEITH GUY** and **PHYLLIS GUY** is the person who appeared before me, and said person acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 4-22-04



Vicki L. Hoffman

Notary Public in and for the State of Washington

Residing at Anacortes

My appointment expires: 10-8-05



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EXHIBIT "A"

LOT 18, CEDAR GLEN PLAT

The easements have been conveyed subject to the provision that all costs of permitting, construction, maintenance, repair, replacement and mitigation of impacts due to exercise of said easement rights shall be shared equally by the owners of Lots 18 and 19 on the following terms and conditions:

1. Easement holders shall abide by local ordinances and state law and agree that prior to application for permit(s) to improve the said easement the initiating party shall notify the joint easement holder in person or by mail of the proposed work at the address provided to Skagit County Assessor for real estate tax notices.
2. Within thirty (30) days after notice of proposed work, the easement holders shall designate a construction agent and, if possible, adopt a budget for the work including dollar amounts for labor, materials, fees, professional services and specify how the work will be paid for, including the date and dollar amount of contributions from each benefited party.



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3. In the case where both parties agree to proceed with a project, the easement holder who is designated construction agent by both parties shall be individually responsible for the prosecution of the work, payment of obligations and adherence to the budget, plans, permits for the work, and the schedule for completion. If the work is done and accepted by the permitting authority and all financial obligations have been paid, both parties shall be responsible for one-half (1/2) of the total cost of the project. If either easement holder fails to contribute one-half (1/2) toward the total cost of the project, either easement holder may attach a lien on the other easement holder's lot equal to, but not more than one-half (1/2) of the actual, out of pocket payments for labor, materials, fees and professional services connected with the work as proposed and completed.
4. If the easement holders cannot agree to designate a construction agent and/or adopt a budget for easement work, or the proposed project is not agreed to by both parties, the party initiating the proposed work may proceed as default construction agent. The default construction agent shall be fully responsible for the prosecution of the work and payment of 100% of the actual out of pocket expenses for labor, materials, fees and professional services connected with the work as completed. The default construction agent shall not be able to charge any of these costs to the joint easement holder and may not impose a lien on the joint easement holder's lot.
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 construction agent of the responsible party.

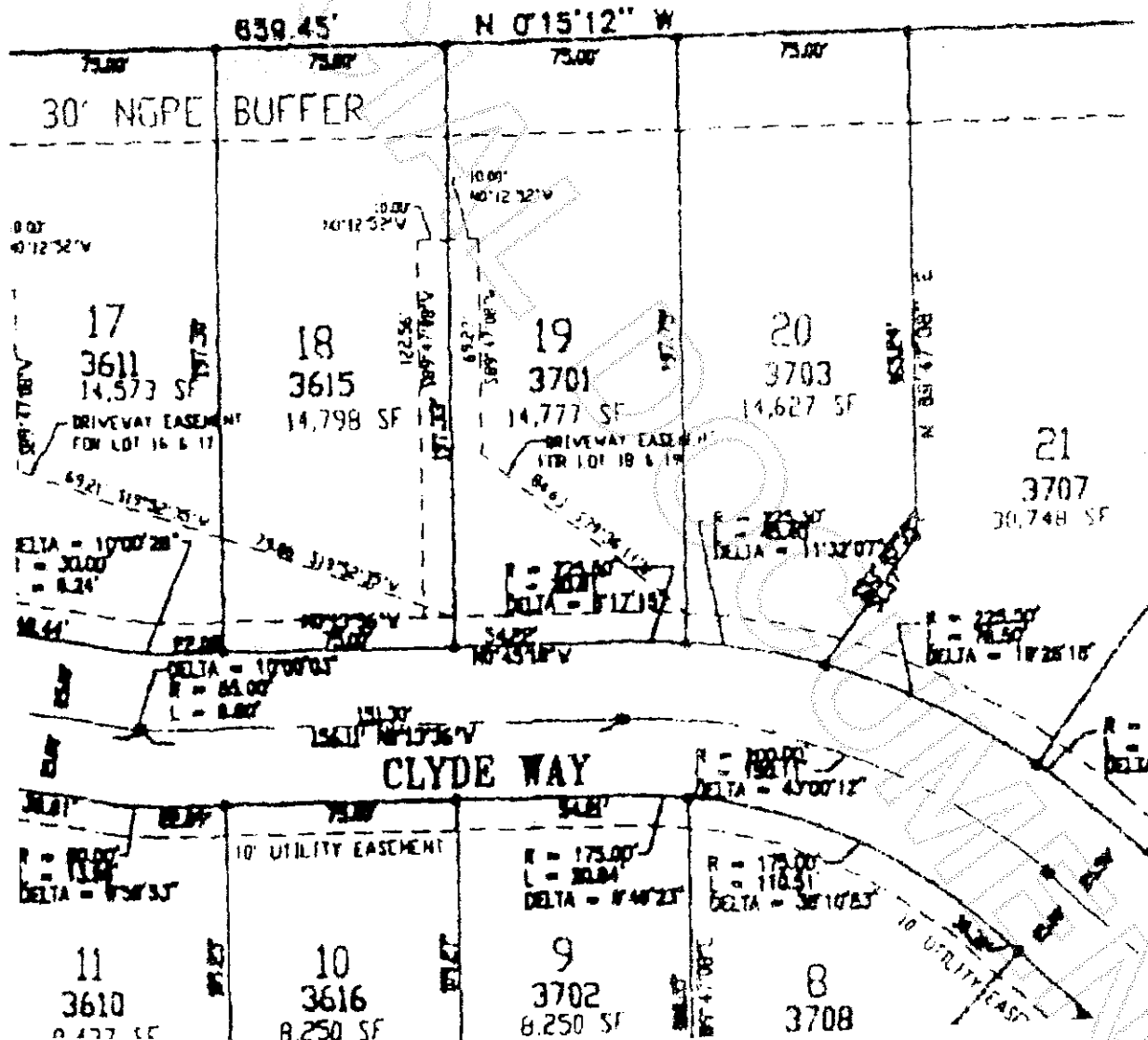


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EXHIBIT "B"

AMENDED CEDAR GLEN
IN THE N.E. 1/4, SEC. 27, TWP 35 N., RNG
CITY OF ANACORTES, WASHINGTON
FEBRUARY 2002



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Skagit County Auditor