

Filed at the Request of:

Peoples Bank

Return Address:

1801 Riverside Dr.  
Mount Vernon, WA.

98213



200502140172

Skagit County Auditor

2/14/2005 Page 1 of 5 1:46PM

**MASTER DECLARATION AND AGREEMENT OF EASEMENTS,  
COVENANTS, CONDITIONS AND RESTRICTIONS**

**Grantor:** RICHARD S. DUFFY, as Guardian of the Person and Estate of MARJE W. DUFFY, per court order entered in Skagit County Cause No. 02-4-00173-4, and the Estate of RICHARD DUFFY, deceased, Skagit County Cause No. 03-4-00130-9

**FIRST AMERICAN TITLE CO.**

83295

**Grantee:** Same

**Assessor's Tax Parcels:** P25886; P25681; P25772; P25771

**Abbreviated Legal:** A portion of the South ½ of the Northeast ¼ of Section 17, Township 34, Range 4 EWM

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

FEB 14 2005

Amount Paid ~~3.00~~  
By Skagit Co. Treasurer Deputy  
Sp

**MASTER DECLARATION AND AGREEMENT OF EASEMENTS,  
COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS MASTER DECLARATION AND AGREEMENT OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS (this "Master Declaration") is made as of the 24 day of JANUARY 2005, by RICHARD S. DUFFY, as Guardian of the Person and Estate of MARJE W. DUFFY, per court order entered in Skagit County Cause No. 02-4-00173-4, and the Estate of RICHARD DUFFY, deceased (hereinafter referred to as "DUFFY", based upon the following recitals:

A. DUFFY is presently the owner of that certain parcel of land consisting of three tracts situated in Skagit County, Washington, as more particularly described in Exhibit A (the "DUFFY TRACTS" respectively tracts 1, 2 and 3).

C. The property is collectively called the "Total Parcel."

D. DUFFY intend to develop and operate their Total Parcel (or cause the same to be developed and operated) generally in conjunction with each other, in order to make an Integrated use of the Total Parcel with an existing office building known as the "Brenner Building", which is situate on Tract 1 and to construct an additional 28,500 square foot office building, known as "New Building" on Tract 2 with customary, incidental uses on the Total Parcel.

E. DUFFY desires to create certain rights, privileges, obligations, duties and easements and to impose certain restrictions and covenants upon these respective Tracts, which are intended to run with the land, regardless whether said Tracts are merged or hereafter segregated by sale or financed by one or more respective lenders or the ownership the respective tracts be hereafter held by third or unrelated parties.

NOW, Therefore, in consideration of the covenants and conditions herein contained and to be observed and performed by DUFFY, the receipt and sufficiency of which consideration are hereby acknowledged, DUFFY hereby declares that each of their respective Parcels within the DUFFY TRACTS shall be held, conveyed, encumbered, leased, used, occupied, altered, and Improved subject to the terms and provisions set forth in this Master Declaration, and DUFFY declares, covenants and agrees as follows:

An easement for ingress, egress and parking over the over and upon roads, paths and service ways as they may be developed now or in the future on the Burdened Property, which property is more particularly described herein.

The easement shall be for the limited purpose of providing:

- (1) a minimum of 120 vehicle parking spaces benefiting the soon to be constructed "New Building", its Tenants and Guests, to be located on Tract 2 or Benefited Property, and
- (2) the said minimum 120 parking spaces will be located primarily on Tract 3 and a limited number in the Westerly portion of Tract 1, which are herein after referred to as the Burdened Property
- (3) allowing for ingress and egress across the Burdened Property for service, customer and tenant vehicles traveling to the Benefited Property.

Owner of Burdened Property shall have the right to designate those areas within the Burdened Property to be used for the above purposes. (For example, Owner of Burdened Property may identify 120 parking spaces within the Burdened Property for the said 120 vehicles, which will be for tenants and their customers of said tenants of the "New Building" and said Owner of Burdened Property may designate an access route across the Burdened Property to be used by service vehicles)



200502140172

Skagit County Auditor

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 Master Declaration shall be deemed to run with the land and bind the owners, secured lenders, and leased tenants 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 by all the owners and secured lenders of the Benefited Property and Burdened Property, or by the operation of law.

The pro-rated sharing of future maintenance costs, (after the completed improvements, which will be required by the City of Mount Vernon permitting process on said benefited tract) between the Benefited and Burdened Properties shall be based on the respective square footage of the leased space in the respective buildings served by or using the said parking facilities.

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 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.

IN WITNESS WHEREOF, the parties have herunto set their hands and seals on the day and year first above written.

Estate of MARJE W. DUFFY,  
Skagit Cause #02-4-00173-4

Estate of RICHARD DUFFY  
Skagit County Cause No. 03-4-00130-9

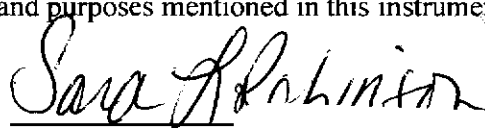
  
Richard S. Duffy, Guardian

  
Richard S. Duffy, Personal Representative

STATE OF WASHINGTON  
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that **RICHARD S. DUFFY** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he authorized to execute the instrument and acknowledged it as the **individual to act in behalf of said Guardianship and Estate of Richard and Marje W. Duffy** and to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: January 21, 2005

  
Notary Public in a  
Residing at  
My appointment e



200502140172  
Skagit County Auditor

**EXHIBIT "A"**

This Easement Agreement relates to the following properties:

**BURDENED PROPERTY the following TRACTS 1 and 2 (Owned by Declarant)**

**TRACT 1:**

**PARCEL "M":**

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.

ALSO TOGETHER WITH non-exclusive easements shown as Parcels "N", and "O" below:

**PARCEL "N":**

A non-exclusive easement for ingress, egress, drainage, utilities and signs over, under and upon the West 30.00 feet of the following described Parcel:

The East 98.50 feet of the West 143.50 feet of the North 250.00 feet of the South 280.00 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 West 45.00 feet of the North 250.00 feet of the South 280.00 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 East 15.00 feet of the North 250.00 feet of the South 280.00 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.

EXCEPT that portion of said West 30 feet lying within Tract 1 of City of Mount Vernon Short Plat No. MV-11-80 approved November 21, 1980.

ALSO EXCEPT that portion of said West 30 feet lying within the right-of-way for College Way along the South line thereof.

**PARCEL "O":**

A non-exclusive easement for ingress, egress, drainage, utilities and signs over, under and upon the North 30.00 feet of the South 391.50 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 333.00 feet thereof; AND EXCEPT



200502140172  
Skagit County Auditor

**EXHIBIT "A" - BURDENED PROPERTY continued:**

**TRACT 3:**

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 degrees 55' 03" West along the South line of the Northeast 1/4 of said Section 17, 345.83 feet; thence North 0 degrees 14' 33" West, 30.02 feet to the true point of beginning; thence continue North 0 degrees 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.

ALSO EXCEPT that portion thereof within 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.

**BENEFITED PROPERTY the following TRACT 2 (Owned by Declarant)**

**TRACT 2:**

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.



200502140172

Skagit County Auditor

2/14/2005 Page

5 of

5 1:46PM