

AFTER RECORDING MAIL TO:

Irving Construction Corporation  
819 Commercial Avenue, Suite G  
Anacortes, WA 98221



200506160090  
Skagit County Auditor

6/16/2005 Page 1 of 4 10:09AM

Filed for Record at Request of  
First American Title Of Skagit County  
Escrow Number: A83572

## QUIT CLAIM DEED (EASEMENT)

Grantor(s): Irving Construction Corporation  
Grantee(s): Irving Construction Corporation  
Abbreviated Legal:  
Lot 26, "CEDAR GLEN PLAT PHASE II"

FIRST AMERICAN TITLE CO.  
A83572

P120997  
THE GRANTOR Irving Construction Corporation, a Washington corporation, for and in consideration of Easement for No Consideration conveys and quit claims to Irving Construction Corporation, a Washington corporation, 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:

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

See Exhibits "A" and "B" attached hereto.

Dated: June 14, 2005

JUN 16 2005

Irving Construction Corporation

Amount Paid \$  
Skagit Co. Treasurer Deputy

W. Scott Irving  
W. Scott Irving, President

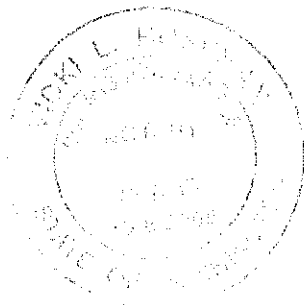
State of Washington }  
County of Skagit } SS:

I certify that I know or have satisfactory evidence W. Scott Irving the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument, on oath stated he/she/they are authorized to execute the instrument and is President of Irving Construction Corporation to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Date: 6-15-05

Charles L. Hoffman

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



**EXHIBIT "A"**

**Lot 26, Cedar Glen Plat Phase II, recorded November 13, 2003 under Skagit County Auditor's file No. 200311130098, records of Skagit County, Washington**

TOGETHER WITH a perpetual non-exclusive driveway easement, running with the land, for ingress, egress and utilities, over, under, along and across the North 30 feet of the West 68 feet of Lot 25, 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 of impacts due to exercise of the granted easement rights, shall be borne by the owners of Lots 25, Cedar Glen II and Lot 26, 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.



200506160090

Skagit County Auditor

6/16/2005 Page

2 of

4 10:09AM

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.
6. Access to the building sites over the DRIVEWAY EASEMENT area shall not be obstructed by fencing, shrubs or other landscape or fence features. Maintenance of the driveway shall be the shared responsibility of the lot owners served by that driveway.
7. This 30 foot by 68 foot easement replaces the 30 foot by 75 foot easement delineated on the face of the Plat.



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EXHIBIT "B"

