

After recording return to:  
Mr. Skip Holman  
The Quadrant Corporation  
P.O. Box 130  
Bellevue, Washington 98009



200603010091

Skagit County Auditor

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LAND TITLE OF SKAGIT COUNTY

M-16126

DOCUMENT TITLE:	Easement for Placement and Maintenance of Rockery
REFERENCE NUMBER(S):	Not Applicable
GRANTOR(S):	Skagit Highlands Homeowners Association
GRANTEE(S):	The Quadrant Corporation
LEGAL DESCRIPTION:	A portion of Tract 909, Skagit Highlands Division I, AFN 200508160182
ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER	P123195

#### EASEMENT FOR PLACEMENT AND MAINTENANCE OF ROCKERY

The Skagit Highlands Homeowners Association, a Washington non-profit corporation ("Grantor"), hereby grants and conveys to The Quadrant Corporation, a Washington corporation ("Grantee") for the purposes hereinafter set forth, a perpetual easement ("Easement") as described in paragraph 1, over, across and under real property in Mount Vernon, Washington, legally described in paragraph 2, for the benefit of the real property described in paragraph 3.

1. Legal Description of the Easement. The Easement is legally described as:

THE NORTHERLY FIVE FEET OF THE WEST 103.17 FEET OF THE EAST 122.35 FEET OF TRACT 909 OF SKAGIT HIGHLANDS DIVISION I, ACCORDING TO THE PLAT THEREOF RECORDED AT SKAGIT COUNTY AUDITOR'S FILE NO. 200508160182, RECORDS OF SKAGIT COUNTY, WASHINGTON.

2. Burdened Property. The property burdened by the Easement is legally described as:

TRACT 909 OF SKAGIT HIGHLANDS DIVISION I, ACCORDING TO THE PLAT THEREOF RECORDED AT SKAGIT COUNTY AUDITOR'S FILE NO. 200508160182, RECORDS OF SKAGIT COUNTY, WASHINGTON

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3. Benefited Property. The property benefited by this Easement is:

LOT 32 OF SKAGIT HIGHLANDS DIVISION I, ACCORDING TO THE  
PLAT THEREOF RECORDED AT SKAGIT COUNTY AUDITOR'S FILE  
NO. 200508160182, RECORDS OF SKAGIT COUNTY, WASHINGTON

4. Purpose. Grantee and all subsequent owners of the Benefited Property shall have the right to construct a rockery structure, together with appropriate drainage improvements and fill, maintain, replace and repair the rockery and all improvements related to the rockery, in, over and/or under the Easement. Grantee and subsequent owners of the Benefited Property shall not engage in or allow any use of the Easement other than the placement of the rockery and rockery-related improvements.

5. Access. The owner of the Benefited Property shall have the right of access to the Easement to conduct maintenance, repair and replacement of the improvements located thereon over and across the Burdened Property; provided, however, should the owner of the Benefited Property damage the Burdened Property by the exercise of the right of access, the owner of the Benefited property shall restore the Burdened Property to as close to original conditions as practical. The parties shall place no fences or other structures within this Easement without the written consent of the Grantor, which consent shall not be unreasonably withheld.

6. Indemnity. The owner of the Benefited Property shall indemnify, defend and hold the owner of the Burdened Property harmless from all losses, damages, claims, obligations, liabilities and expenses (and all actions, proceedings, judgments, attorney's fees and costs incident thereto) related to the use of the Easement by the owner of the Benefited Property. Each owner of the Benefited Property shall be released from the obligations described in this paragraph upon the owner's sale of the Benefited Property.

7. Duration. Upon recordation of this document, the Easement shall be deemed a covenant running with the land, its existence perpetual unless terminated by agreement of the owners of the Benefited and Burdened Properties.

8. Compliance with Laws. All improvements, installations and work to be constructed or performed pursuant to this agreement, including, without limitation, the installation, maintenance and repair of the improvements described in Section 4, shall be constructed and performed in compliance with all laws, ordinances, orders, rules, regulations and requirements of any governmental entity having jurisdiction over the Easement.

9. Miscellaneous

9.1 Entire Easement. This Easement, including its exhibits, contain the entire grant of rights by Grantor to Grantee, and fully supersedes all prior agreements and understandings between the parties pertaining to such subject matter. No change in or

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amendment to this Easement shall be valid unless set forth in writing and signed by all of the parties after execution of this Easement.

9.2 Applicable Law. This Easement shall be governed by and construed in accordance with the laws of Washington.

9.3 Attorney's Fees. In the event of any controversy, claim or dispute between the parties effecting or relating to the subject matter or performance of this Easement, the prevailing party shall be entitled to recover from the nonprevailing party all of its reasonable litigation expenses, reasonable attorneys' fees, accountant's fees, expert witness fees and costs.

9.4 Headings, Gender, and Number. Section headings used in this Easement are used solely for the convenience of reference and it shall not amplify, limit, modify or otherwise be used in the interpretation of any provision of this Easement. The masculine, feminine or neutered gender and the singular or plural numbers shall be deemed to include the others whenever the context so indicates or requires.

9.5 Severability. If any provision of this Easement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Easement shall remain in full force and effect.

9.6 Successors and Assigns. The rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns. There is no restriction on the transfer of the parties' rights and/or duties under this Easement.

9.7 Exhibits. All exhibits referred to herein are incorporated herein by this reference.

GRANTOR:  
SKAGIT HIGHLANDS HOMEOWNERS ASSOCIATION

By Mark Gray  
Mark Gray, President

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

MAR 01 2006

Amount Paid \$  
Skagit Co. Treasurer  
By DP Deputy

STATE OF WASHINGTON     )  
                                      )  
COUNTY OF KING         )     ss.

I certify that I know or have satisfactory evidence that Mark Gray is the person who appeared before me, and said person acknowledged that he was authorized to execute the instrument and

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acknowledged it as the President of Skagit Highlands Homeowners Association to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED: 2-23-06  
Julie L. Vaughn  
Julie L. Vaughn, Notary Public  
My Appointment Expires: 8-15-09

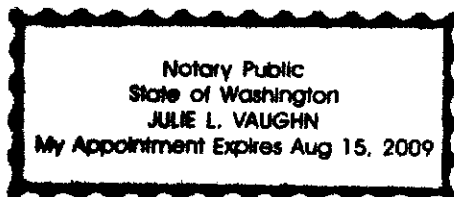
GRANTEE:  
THE QUADRANT CORPORATION

By Skip Holman  
Skip Holman, Vice President

STATE OF WASHINGTON )  
COUNTY OF KING ) ss.

I certify that I know or have satisfactory evidence that Skip Holman is the person who appeared before me, and said person acknowledged that he was authorized to execute the instrument and acknowledged it as the Vice President of The Quadrant Corporation to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED: 2-23-06  
Julie L. Vaughn  
Julie L. Vaughn, Notary Public  
My Appointment Expires: 8-15-09



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