

After recording, return to:

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(206) 382-9540



200610050117

Skagit County Auditor

10/5/2006 Page

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6 3:57PM

WASHINGTON STATE RECORDER'S Cover Sheet (RCW 65.04)
CHICAGO TITLE CO. 1C40124

DOCUMENT TITLE(S) (or transactions contained therein):

EASEMENT AGREEMENT

GRANTOR(S) (Last name first, then first name and initials)

BRIAR DEVELOPMENT COMPANY LLP, a Washington limited liability partnership
SHEPHERD'S STAFF, a Washington nonprofit corporation

GRANTEE(S) (Last name first, then first name and initials)

BRIAR DEVELOPMENT COMPANY LLP, a Washington limited liability partnership
SHEPHERD'S STAFF, a Washington nonprofit corporation

LEGAL DESCRIPTION (abbreviated: i.e., lot, block, plat or section, township, range)

Lot 1 and Lot 2 of Youth Dynamics Binding Site Plan recorded under Skagit County Auditor's File No. 200510240133

X Additional legal is on page 2 of document

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

P123558, P123559

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Agreement") is entered into this 18th day of September, 2006, between BRIAR DEVELOPMENT COMPANY LLP, a Washington limited liability partnership ("Briar"), and SHEPHERD'S STAFF, a Washington nonprofit corporation (collectively, the "Parties").

RECITALS

A. Briar owns Lot 2 of Youth Dynamics Binding Site Plan recorded under Skagit County Auditor's File No. 200510240133 (the "Briar Property") and Shepherd's Staff owns Lot 1 of Youth Dynamics Binding Site Plan recorded under Skagit County Auditor's File No. 200510240133 (the "Shepherd's Staff Property"). The Youth Dynamics Binding Site Plan recorded under Skagit County Auditor's File No. 200510240133 is hereafter referred to as the "Binding Site Plan."

B. The Binding Site Plan depicts an "Access and Parking Easement", a portion of which lies on the Briar Property and a portion of which lies on the Shepherd's Staff Property. The Binding Site Plan also depicts three areas of "Existing Parking" within the area depicted as "Access and Parking Easement." The parking spaces located within the areas depicted as "Existing Parking" are hereafter referred to as the "Parking Spaces."

C. The Parties wish to clarify their rights and responsibilities regarding the "Access and Parking Easement" depicted on the Binding Site Plan. For purposes of this Agreement, each Party shall include all persons or other entities entitled to the use and occupancy of any portion of a building on that Party's property under an ownership right or any lease, sublease, license, concession, or other similar agreement, and those persons/entities' officers, directors, employees, agents, contractors, customers, vendors, suppliers, visitors, invitees, licensees, subtenants, and concessionaires insofar as their activities relate to the intended use of the property.

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1. Reciprocal Access Easement. Briar grants to Shepherd's Staff a nonexclusive easement over the portion of the "Access and Parking Easement" located on the Briar Property (except for the Parking Spaces) for purposes of vehicular and pedestrian access. Shepherd's Staff grants to Briar a nonexclusive easement over the portion of the "Access and Parking Easement" located on the Shepherd's Staff Property (except for the Parking Spaces) for purposes of vehicular and pedestrian access.

2. Use of Parking Spaces. Shepherd's Staff shall have no easement or other right to use the Parking Spaces on the Briar Property and Briar shall have no easement or other right to



use the Parking Spaces on the Shepherd's Staff Property; any such rights purportedly created by the Binding Site Plan are hereby terminated. The Parking Spaces on the Briar Property shall be used only by Briar and the Parking Spaces on the Shepherd's Staff Property shall be used only by Shepherd's Staff. Briar and Shepherd's Staff may take necessary self-help measures to enforce the foregoing restriction including, without limitation, towing violating vehicles.

3. Maintenance. Each Party shall be responsible for, and shall bear the cost of, maintaining the portion of the "Access and Parking Easement" that is located on that Party's property in a first-class condition. Provided that, each Party shall have the right, but not the obligation, to maintain some or all of the portion of the "Access and Parking Easement" that is located on the other Party's property in the event that said other Party does not maintain said portion in a first-class condition, and shall be reimbursed by said other Party for the cost of such maintenance.

4. Running with the Land. This Agreement and the easements and covenants contained herein shall run with the land and shall be binding upon the owners of the Briar Property and the Shepherd's Staff Property and their heirs, successors and assigns.

5. Attorneys' Fees. The prevailing party in any action brought to enforce or interpret the terms of this Agreement shall be entitled to recover its costs and reasonable attorneys' fees incurred in said action, including on appeal.

6. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original. The signatures to this Agreement may be executed and notarized on separate pages, and when attached to this Agreement shall constitute one complete document.

SHEPHERD'S STAFF, a Washington
nonprofit corporation

BRIAR DEVELOPMENT COMPANY LLP,
a Washington limited liability partnership

By: Mark Evans
Name: Mark Evans
Title: President

By: _____
Name: _____
Title: _____

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

OCT 05 2006

Amount Paid \$
Skagit Co. Treasurer
By [Signature] Deputy



200610050117
Skagit County Auditor

use the Parking Spaces on the Shepherd's Staff Property; any such rights purportedly created by the Binding Site Plan are hereby terminated. The Parking Spaces on the Briar Property shall be used only by Briar and the Parking Spaces on the Shepherd's Staff Property shall be used only by Shepherd's Staff. Briar and Shepherd's Staff may take necessary self-help measures to enforce the foregoing restriction including, without limitation, towing violating vehicles.

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4. Running with the Land. This Agreement and the easements and covenants contained herein shall run with the land and shall be binding upon the owners of the Briar Property and the Shepherd's Staff Property and their heirs, successors and assigns.

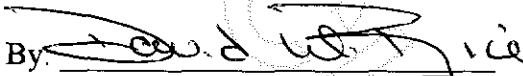
5. Attorneys' Fees. The prevailing party in any action brought to enforce or interpret the terms of this Agreement shall be entitled to recover its costs and reasonable attorneys' fees incurred in said action, including on appeal.

6. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original. The signatures to this Agreement may be executed and notarized on separate pages, and when attached to this Agreement shall constitute one complete document.

SHEPHERD'S STAFF, a Washington
nonprofit corporation

BRIAR DEVELOPMENT COMPANY LLP,
a Washington limited liability partnership

By: _____
Name: _____
Title: _____

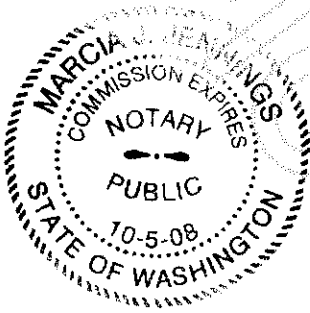
By: 
Name: DAVID W. PRICE
Title: SENIOR VICE PRESIDENT



STATE OF WASHINGTON)
) ss.
COUNTY OF Skagit)

I certify that I know or have satisfactory evidence that Mark Evans signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it in his capacity as the President of Shepherd's Staff, a Washington nonprofit corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 4th day of October, 2006.



Marcia J. Jennings
(Signature)

Marcia J. Jennings
(Printed Name)

Notary Public in and for the State
of Washington, residing at Sedro Woolley
My commission expires 10/5/2008.

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it in his capacity as the _____ of Briar Development Company LLP, a Washington limited liability partnership, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 2006.

(Signature)

(Printed Name)

Notary Public in and for the State
of Washington, residing at _____
My commission expires _____.



STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it in his capacity as the _____ of Shepherd's Staff, a Washington nonprofit corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 2006.

(Signature)

(Printed Name)

Notary Public in and for the State

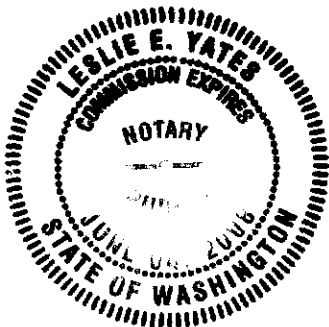
of Washington, residing at _____

My commission expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF Whatcom)

I certify that I know or have satisfactory evidence that David W. Rice signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it in his capacity as the Sr. V.P. of Briar Development Company LLP, a Washington limited liability partnership, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 18th day of September, 2006.



Leslie E. Yates

(Signature)

Leslie E. Yates

(Printed Name)

Notary Public in and for the State

of Washington, residing at Bellingham

My commission expires June 4, 2008