

After Recording Return To:
Landed Gentry Homes & Communities
504 E. Fairhaven Avenue
Burlington, WA 98233
Attn: Brian Gentry



200701050124
Skagit County Auditor

1/5/2007 Page 1 of 12 2:33PM

UTILITY EASEMENT

GRANTORS: RONALD MEYER, a single man
GRANTEES: LITTLE MOUNTAIN EAST, L.L.C., a Washington limited liability company
BLACKBURN SOUTHEAST, L.L.C., a Washington limited liability company
BLACKBURN NORTH, L.L.C., a Washington limited liability company

Abbreviated Legal: Grantor: Ptn SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of NW $\frac{1}{4}$, 28-34-4 E W.M.
Grantee: Ptn of SE $\frac{1}{4}$, 28-34-4E W.M.; Ptn of E $\frac{1}{2}$ of SW $\frac{1}{4}$, 28-34-4E W.M.; and Ptn of SW $\frac{1}{4}$ of NE $\frac{1}{4}$, 28-34-4E W.M.

Additional Legal on Page: See attached Exhibits A & B

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Assessor's Tax Parcel Nos: Grantor: P28021, P28018, P27988;

Grantee: P28045, P28046, P28065, P28058, P28059, P28039, P28040, P28060, P28061,
P28062, P28063, P28025, P28026, P27991, and P27990
Amount Paid To
By Skagit Co. Treasurer
Date

THIS AGREEMENT (the "Agreement") is made by and between the undersigned grantors, RONALD MEYER, a single man ("Grantor") and LITTLE MOUNTAIN EAST, L.L.C., a Washington limited liability company, BLACKBURN SOUTHEAST, L.L.C., a Washington limited liability company, and BLACKBURN NORTH, L.L.C., a Washington limited liability company (collectively, "Grantees").

DESCRIPTION OF PROPERTY

Grantor is the owner of the following real property situated in Skagit County, Washington:

See attached Exhibit "A"

Grantees are the owner of the following real property situated in Skagit County, Washington:

See attached Exhibit "B"

NOW THEREFORE, the Grantor and Grantees hereby agree as follows:

EASEMENT

1. Conveyance. Grantor hereby conveys and quitclaims to Grantees a non-exclusive, easement for utilities (including, without limitation, water, sewer, and telecommunications), under and across the Grantor's property, together with the nonexclusive right of ingress to and egress from the Grantor's property for the purposes of this easement.
2. Scope of Easement. This easement is granted for the purpose of allowing Grantees (or parties designated by Grantees, including affiliates of Grantees or governmental entities or utility providers) to install, maintain, and use underground utilities to include sanitary sewer, storm water, water mains, natural gas, telephone, power and any and all other utilities which are usual and customary for residential development.
3. Location of Easement. In the event that Grantees elect to install one or more utilities, Grantees shall install the utilities within the roadways planned for any plat of the Grantor's property. A map of the planned roadways is attached as Exhibit "C". If the location of the planned roadways changes, then Grantees shall provide Grantor with a new map of the planned roadways, which new map will then control where any utilities shall be installed.
4. Work Standards. All work to be performed by Grantees on Grantor's property shall be completed in a careful and workmanlike manner, free of claims or liens. Upon completion of construction or maintenance of any utility, Grantees shall remove all debris and restore the surface of the property as nearly as possible to the condition in which it was at the commencement of such work.
5. Cost of Improvements. Any work performed by or at the direction of Grantees shall be at the sole cost and expense of Grantees.
6. Use of Improvements. Grantor shall have the right to make connections to any and all utilities installed by Grantees. In the event that Grantee installs a sewer line in the easement area, then Grantee shall connect Grantor's existing single family residence to the sewer line at no cost to Grantor.
7. Compliance with Laws. Grantees shall at all times comply with all applicable statutes, orders, rules and regulations of any public authority having jurisdiction.

MISCELLANEOUS PROVISIONS

1. Release and Indemnity. Grantees do hereby release, indemnify and promise to defend and save harmless Grantor from and against any and all liability, loss, damage, expense, actions and claims, including costs and reasonable attorneys' fees incurred by Grantor in defense thereof, asserted or arising directly or indirectly on account of or out of acts or omissions of Grantees and Grantees' servants, agents, employees and contractors in the exercise of the rights granted herein; provided, however, this paragraph does not purport to indemnify Grantor against liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of Grantor or Grantor's agents or employees. Grantor does hereby release, indemnify and promise to defend and save harmless Grantees from and against any and all liability, loss, damage, expense, actions and claims, including costs and reasonable attorneys' fees incurred by Grantees in defense thereof, asserted or arising directly or indirectly on account of or out of acts or omissions of Grantor and Grantor's servants, agents, employees and contractors in the exercise of the rights granted herein; provided, however, this paragraph does not purport to indemnify Grantees against liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of Grantees or Grantees' agents or employees.
2. Agreement to Run with the Land. The benefits, burdens, and covenants of this Agreement and the easement(s) granted herein shall be deemed to be appurtenant to and shall constitute a covenant and encumbrance running with the real property described herein and shall bind and benefit the Grantors and Grantees and all persons possessing any of said property by, through, or under the parties hereto, or their respective heirs, successors or assigns.
3. Application of Law. This easement shall be construed and governed by the laws of the State of Washington. Any dispute arising under this easement shall be subject to the jurisdiction of the Skagit County Superior Court and all parties hereto consent that venue for any such dispute shall be proper in Skagit County Superior Court.
4. Invalidity. The invalidity or unenforceability of any provision hereof shall not affect or impair any other provisions hereof.
5. Approvals. Any approvals or consents required hereunder shall not be unreasonably withheld, conditioned, or delayed.

DATED this 28th day of Dec., 2006.

GRANTOR:

Ronald G. Meyer Sr.
RONALD MEYER



GRANTEE:

LITTLE MOUNTAIN EAST, L.L.C., a
Washington limited liability company

By: Kendall Gentry
Kendall Gentry

Its: Manager

BLACKBURN SOUTHEAST, L.L.C., a
Washington limited liability company

By: Manager

Its: Manager

BLACKBURN NORTH, L.L.C., a Washington
limited liability company

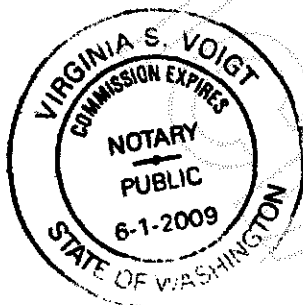
By: Manager

Its: Manager



State of Washington)
) ss
County of Skagit)

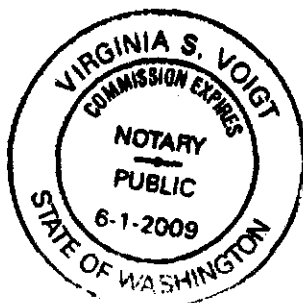
I certify that I know or have satisfactory evidence that RONALD MEYER is the person who appeared before me and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.



Dated: 12/28/06
Virginia S. Voigt
(Signature)
NOTARY PUBLIC
Virginia S. Voigt
Print Name of Notary
My appointment expires: 6/1/09

State of Washington)
) ss
County of Skagit)

I certify that I know or have satisfactory evidence that KENDALL GENTRY is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Manager of LITTLE MOUNTAIN EAST, LLC, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

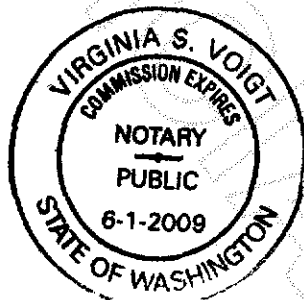


Dated: 12/26/06
Virginia S. Voigt
(Signature)
NOTARY PUBLIC
VIRGINIA S. VOIGT
Print Name of Notary
My appointment expires: 6/1/09



State of Washington)
) ss
County of Skagit)

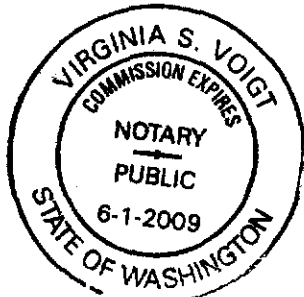
I certify that I know or have satisfactory evidence that Kendall Gentry is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the manager of BLACKBURN SOUTHEAST, L.L.C., a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



Dated: 12/26/06
Virginia S. Voigt
(Signature)
NOTARY PUBLIC
VIRGINIA S. VOIGT
Print Name of Notary
My appointment expires: 6/1/09

State of Washington)
) ss
County of Skagit)

I certify that I know or have satisfactory evidence that Kendall Gentry is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the manager of BLACKBURN NORTH, L.L.C., a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



Dated: 12/26/06
Virginia S. Voigt
(Signature)
NOTARY PUBLIC
VIRGINIA S. VOIGT
Print Name of Notary
My appointment expires: 6/1/09



LEGAL DESCRIPTION

That portion of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the North-west $\frac{1}{4}$ of Section 28, Township 34 North, Range 4 East, W.M., described as follows:

Beginning at a point on the West line of said subdivision, 3.20 feet North of the Southwest corner thereof;
thence North along said West line, a distance of 367.80 feet;
thence East parallel to the South line of said subdivision, a distance of 173.85 feet;
thence South parallel with the West line of said subdivision, a distance of 361 feet to the North line of the County road, as the same existed on August 4, 1952;
thence West along said North line, a distance of 173.98 feet to the point of beginning,

EXCEPT that portion thereof conveyed to Skagit County for road purposes by Deed dated October 10, 1947 and recorded October 17, 1947, under Auditor's File No. 410086.

Situate in the City of Mount Vernon, County of Skagit, State of Washington.

TOGETHER WITH

The West 198.00 feet of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 28, Township 34 North, Range 4 East, W.M.,

EXCEPT beginning at a point on the West line of said subdivision 3.20 feet North of the Southwest corner thereof;
thence North on the West line of said subdivision, a distance of 367.80 feet;
thence East parallel with the South line of said subdivision, a distance of 173.85 feet;
thence South parallel with the West line of said subdivision a distance of 361.0 feet to the North right-of-way line of the County road as conveyed to Skagit County by deed dated October 10, 1947, and recorded October 17, 1947, in Volume 221 of Deeds, page 322, under Auditor's File No. 410086.
thence West along said County road, a distance of 173.98 feet to the point of beginning of this exception.

Situate in the City of Mount Vernon, County of Skagit, State of Washington.



200701050124
Skagit County Auditor

1/5/2007 Page

7 of 12 2:33PM

EXHIBIT A

HIDDEN LAKES AT LITTLE MOUNTAIN
LEGAL DESCRIPTION
DECEMBER, 2007

PARCEL A:

THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28,
TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M.,

EXCEPT THE NORTH 30 FEET OF THE WEST HALF THEREOF, CONVEYED TO
SKAGIT COUNTY FOR ROAD PURPOSES BY DEED RECORDED SEPTEMBER 9,
1947, UNDER AUDITOR'S FILE NO. 408562, RECORDS OF SKAGIT COUNTY,
WASHINGTON.

SITUATE IN THE CITY OF MOUNT VERNON, COUNTY OF SKAGIT, STATE OF
WASHINGTON.

PARCEL B:

THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28,
TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M.

SITUATE IN THE CITY OF MOUNT VERNON, COUNTY OF SKAGIT, STATE OF
WASHINGTON

PARCEL E:

THE WEST 660 FEET OF THE NORTHWEST QUARTER OF THE SOUTHEAST
QUARTER OF SECTION 28, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M.,

EXCEPT THE NORTH 264 FEET OF THE WEST 165 FEET THEREOF,

AND ALSO EXCEPT THE NORTH 30 FEET THEREOF AS CONVEYED TO
SKAGIT COUNTY FOR ROAD PURPOSES BY DEED RECORDED SEPTEMBER 9,
1947, UNDER AUDITOR'S FILE NO. 408560.

SITUATE IN THE CITY OF MOUNT VERNON, COUNTY OF SKAGIT, STATE OF
WASHINGTON.

PARCEL F:

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST
QUARTER AND OF THE SOUTHWEST QUARTER OF THE SOUTHEAST
QUARTER OF SECTION 28, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M.,
LYING NORTHEASTERLY OF THE COUNTY ROAD KNOWN AS LITTLE

EXHIBIT B



200701050124

Skagit County Auditor

MOUNTAIN ROAD NO. 323, AS CONVEYED TO SKAGIT COUNTY BY DEEDS RECORDED MAY 26, 1932, JANUARY 3, 1936, JULY 23, 1946 AND MARCH 18, 1987, UNDER AUDITOR'S FILE NOS. 275344, 250891, 394229, 8703180041, 8703180042 AND 8703180043, RESPECTIVELY.

SITUATE IN THE CITY OF MOUNT VERNON, COUNTY OF SKAGIT, STATE OF WASHINGTON.

PARCEL G:

THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF SAID SUBDIVISION WITH THE SOUTH LINE OF THE COUNTY ROAD RUNNING ALONG THE NORTH LINE THEREOF;

THENCE SOUTHERLY ALONG SAID EAST LINE A DISTANCE OF 700 FEET TO THE TRUE POINT OF BEGINNING;

THENCE WESTERLY, PARALLEL WITH THE SOUTH LINE OF SAID SUBDIVISION, TO THE EASTERLY LINE OF LITTLE MOUNTAIN COUNTY ROAD NO. 323;

THENCE SOUTHERLY ALONG SAID EASTERLY LINE TO ITS INTERSECTION WITH THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER;

THENCE EASTERLY ALONG THE SOUTH LINE OF SAID SUBDIVISION TO THE SOUTHEAST CORNER THEREOF;

THENCE NORTHERLY ALONG THE EAST LINE OF SAID SUBDIVISION A DISTANCE OF 600 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING;

EXCEPT THAT PORTION CONVEYED TO SKAGIT COUNTY BY DEED RECORDED MARCH 18, 1987, UNDER AUDITOR'S FILE NO. 8703180044.

SITUATE IN THE CITY OF MOUNT VERNON, COUNTY OF SKAGIT, STATE OF WASHINGTON.

PARCEL H:



200701050124
Skagit County Auditor

1/5/2007 Page

9 of 12 2:33PM

EXHIBIT B

THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTH LINE OF THE COUNTY ROAD RUNNING ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER;

THENCE SOUTH ALONG THE EAST LINE OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 400 FEET TO THE SOUTHEAST CORNER OF THAT CERTAIN TRACT CONVEYED TO FLOYD M. ALEXANDER AND GOLDIE N. ALEXANDER, HUSBAND AND WIFE, BY INSTRUMENT DATED APRIL 19, 1960, RECORDED UNDER AUDITOR'S FILE NO. 593453, AND THE TRUE POINT OF BEGINNING;

THENCE CONTINUE SOUTHERLY ALONG THE EAST LINE OF SAID SUBDIVISION A DISTANCE OF 300 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF A TRACT SOLD TO MARILYN R. HUMPHRIES BY INSTRUMENT DATED DECEMBER 20, 1968, RECORDED DECEMBER 30, 1968, UNDER AUDITOR'S FILE NO. 721887;

THENCE WESTERLY, PARALLEL WITH THE SOUTH LINE OF SAID SUBDIVISION, TO THE EASTERLY LINE OF THE LITTLE MOUNTAIN COUNTY ROAD NO. 323;

THENCE NORTHERLY ALONG SAID EASTERLY LINE TO ITS INTERSECTION WITH THE WESTERLY PROJECTION OF THE SOUTH LINE OF THE AFOREMENTIONED F. M. ALEXANDER TRACT;

THENCE EASTERLY ALONG SAID LINE TO THE TRUE POINT OF BEGINNING;

EXCEPT ANY PORTION CONVEYED TO THE COUNTY OF SKAGIT BY DEED RECORDED JULY 18, 1988, UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 8807180003.

SITUATE IN THE CITY OF MOUNT VERNON, COUNTY OF SKAGIT, STATE OF WASHINGTON.

PARCEL I:

THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M.,

EXHIBIT B



200701050124

Skagit County Auditor

EXCEPT THE SOUTH 60 FEET THEREOF CONVEYED TO CITY OF MOUNT VERNON FOR ROAD PURPOSES BY DEED DATED FEBRUARY 1, 1991, AND RECORDED FEBRUARY 11, 1991, UNDER AUDITOR'S FILE NO. 9102110019, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATE IN THE CITY OF MOUNT VERNON, COUNTY OF SKAGIT, STATE OF WASHINGTON.

PARCEL J:

THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., EXCEPT THE SOUTH 60 FEET THEREOF FOR ROAD.

SITUATE IN THE CITY OF MOUNT VERNON, COUNTY OF SKAGIT, STATE OF WASHINGTON



200701050124

Skagit County Auditor

1/5/2007 Page 11 of 12 2:33PM

EXHIBIT B

LITTLE MOUNTAIN ADDITION NO.2

30 TH STREET

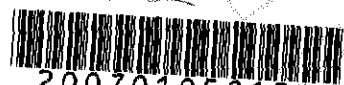
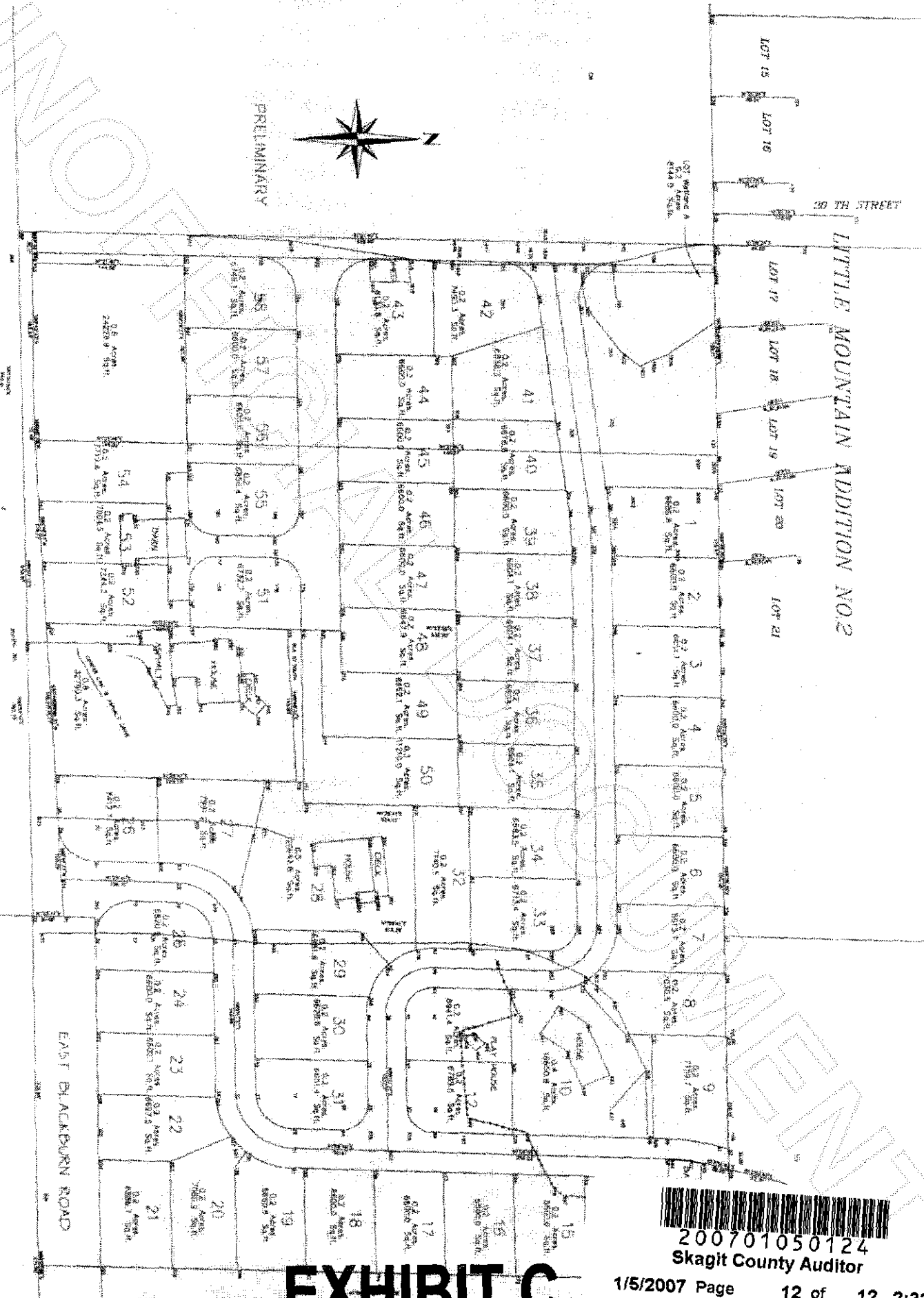
LOT 15
LOT 16

LOT 17
LOT 18
LOT 19
LOT 20
LOT 21

PRELIMINARY



EAST BLACKBURN ROAD



200701050124
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EXHIBIT C