After Recording Return To: Landed Gentry Homes & Communities

504 E. Fairhaven Avenue Burlington, WA 98233

Attn: Brian Gentry



1/5/2007 Page

16 2:33PM 1 of

UTILITY EASEMENT

GRANTORS: NORDCO GROUP, LLC, a Washington limited liability company

CRAIG E. CAMMOCK, a single man

CHRIS E. CAMMOCK & SHAUN M. CAMMOCK, husband and wife

GRANTEES: LITTLE MOUNTAIN EAST, L.L.C., a Washington limited liability

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 ¼ of NW ¼ & SW ¼ of NE ¼, 28-34-4 E W.M.

Grantee: Ptn of SE 1/4, 28-34-4E W.M.; Ptn of E 1/2 of SW 1/4, 28-34-4E

W.M.; and Ptn of SW ¼ of NE ¼, 28-34-4E W.M.

Additional Legal on Page:

See attached Exhibits A & B

SKAGIT COUNTY WASHINGTON

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

REAL ESTATE EXCISE TAX

Grantee: P28045, P28046, P28065, P28058, JAN 0 5 2007 P28059, P28039, P28040, P28060, P28061.

P28062, P28063, P28025, P28026, P27991, and Acrount Per

P27990

Skagit Co. Treasurer

THIS AGREEMENT (the "Agreement") is made by and between the undersigned grantors, NORDCO GROUP, LLC, a Washington limited liability company, CRAIG E. CAMMOCK, a single man, and CHRIS E. CAMMOCK & SHAUN M. CAMMOCK, husband and wife (collectively "Grantors") 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

Grantors are the owners 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 Grantors and Grantees hereby agree as follows:

EASEMENT

- 1. Conveyance. Grantors hereby convey and quitclaim to Grantees a non-exclusive, easement for utilities (including, without limitation, water, sewer, and telecommunications), under and across the Grantors' property, together with the nonexclusive right of ingress to and egress from the Grantors' 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 Grantors' property. A map of the Grantors' planned roadways is attached as Exhibit "C". If the location of Grantors' planned roadways changes, then Grantors shall provide Grantees with a new map of the planned roadways, which new map will then control where any utilities shall be installed. Grantees shall install manholes at any locations shown on Exhibit "C" and as subsequently amended. Any utilities installed by Grantees shall be of sufficient size to service a plat of at least 62 lots located on Grantors' property.
- 4. Approval of Plans. Prior to any construction, alteration, replacement or removal of any utility or any other substantial activity by Grantees on Grantors' property, a notification and plans for the same shall be submitted in writing to Grantors by Grantees pursuant to that certain Agreement Regarding Purchase and Sale Agreement between LANDED GENTRY DEVELOPMENT, INC., a Washington corporation and NORDCO GROUP, LLC, a Washington limited liability company (hereinafter referred to as the "ARPSA") Any changes or revisions in the plans shall also be subject to Grantors' prior written approval. Grantors shall provide Grantees with an updated map of Grantors' planned

Utility Easement - 2



- roadways at the time of Grantees' notification and at the time of any change to the planned roadways.
- 5. As Built Survey. Upon completion of installation of any utilities, Grantees shall promptly provide Grantors with as-built drawings and a survey showing the location and depth of any utilities installed on the Grantors' property.
- 6. Work Standards. All work to be performed by Grantees on Grantors' property shall be in accordance with the plans submitted to and approved by Grantors and 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.
- 7. Relocation of Utilities by Grantors. In the event Grantors desire to construct improvements on or in the vicinity of utilities installed by Grantees, and the location or existence of the utilities installed by Grantees interferes in any way with such proposed improvements or construction thereof, Grantors reserve the right to relocate any such utilities at Grantors' sole cost and expense. If the roadways planned for any plat of the Grantors' property change after Grantees have started or completed construction of any utilities. Grantors shall relocate such utilities at their sole cost and expense.
- 8. Cost of Improvements. Grantors shall contribute towards the cost of installation of one or more of the utilities pursuant to the terms of the ARPSA.
- 9. Use of Improvements. Grantors shall have the right to make connections to any and all utilities installed by Grantees upon payment to Grantees pursuant to a separate written agreement between Grantors and Grantees (or their affiliates).
- 10. 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 Grantors from and against any and all liability, loss, damage, expense, actions and claims, including costs and reasonable attorneys' fees incurred by Grantors 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 Grantors against liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of Grantors or Grantors' agents or employees. Grantors do 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

> 20070105012 Skagit County Auditor 1/5/2007 Page

omissions of Grantors and Grantors' 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. Termination. This Agreement shall automatically terminate in the event that Grantors obtain final approval of a plat of Grantors' property, which plat dedicates to any public authority, the roadways shown in Exhibit "C" or as subsequently amended pursuant to Section 3 above so long as the conveyance provides for the continued use and maintenance of the utilities for the purposes described in this Agreement.
- 3. 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.
- 4. 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.
- 5. Invalidity. The invalidity or unenforceability of any provision hereof shall not affect or impair any other provisions hereof.
- 6. Approvals. Any approvals or consents required hereunder shall not be unreasonably withheld, conditioned, or delayed.

DATED this 36 day of locan

GRANTOR:

NOROCO GROPP, LLC, a Washington) limited liability company

Craig E. Cammock Its: Managing Member CRAIG E. CAMMOCK

Utility Easement - 4



1/5/2007 Page

CHRIS E. CAMMOCK

GRANTEE:

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

By: Brian Gentry

Its: Kendali

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

Its:

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

State of Washington)	
e Statement)	SS
County of Skagit)	

I certify that I know or have satisfactory evidence that CRAIG E. CAMMOCK 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 NORDCO GROUP, LLC, 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 Durgimo S. Doigt

(Signatur**d)** 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 CRAIG E. CAMMOCK 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: 12/2-6/06

(Signature)

NOTARY PUBLIC

Print Name of Notary. Volg

My appointment expires: 6/1

State of Washington)	
and the state of t)	SS
County of Skagit)	

I certify that I know or have satisfactory evidence that CHRIS E. CAMMOCK 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: 1426/06

Orginia S. Dough

(Signature)

NOTARY PUBLIC VIRGINIAS. VOIGT

Print Name of Notary
My appointment expires: 4/1/09

State of Washington) ss County of Skagit)

I certify that I know or have satisfactory evidence that SHAUN M. CAMMOCK 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.

NOTARY
PUBLIC
6-1-2009
OF WAS

Dated: 12-26/06

(Signature)
NOTARY PUBLIC

VIRGINIA S. VOIGT

Print Name of Notary

My appointment expires:

200701050125 Skagit County Auditor

1/5/2007 Page

7 of 16 2:33PM

State of Washington)		
) ss		
County of Skagit)		
County of Shape		
Leggify that I know or have gatisfy	actory evidence that KENDALL GI	ENTDV is the person
who appeared before me, and said perso		
oath stated that he/she was authorized to e		
Manager of LITTLE		
liability company, to be the free and very	oluntary act of such party for the	e uses and purposes
mentioned in the instrument.		
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CALL SHOW EXPLANT	Dated: 12/26/06	
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OF WAS	Print Name of Notary	(
	My appointment expires: $\underline{\varphi}$	1/09
`		
State of Washington)		
) ss		
County of Skagit)		
		. 4
I certify that I know or have sati	isfactory evidence that Kenda	Gently is the
person who appeared before me, and	said person acknowledged that	he/she signed this
instrument, on oath stated that he/sh	ne was authorized to execute	the instrument and
acknowledged it as the Manager	of BLACKBURN SOL	JTHEAST, L.L.C., a
Washington limited liability company, to	be the free and voluntary act of su	ich party for the uses
and purposes mentioned in the instrument	. VYV	· Party for the about
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CHILL S VOICE	Dated: 12/26/06	
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VIRGINIA S. VOIGT
Print Name of Notary

My appointment expires:

8 of 16 2:33PM

State of Washington)	
)	SS
County of Skagit)	

I certify that I know or have satisfactory evidence that kendal 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 Managht 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.

NOTARY
PUBLIC
6-1-2009
OF WASHING

Dated: 12/24/06

(Signature)

NOTARY PUBLIC

VIRGINIAS, VOIGT

Print Name of Notary

My appointment expires: 6/1/09

LEGAL DESCRIPTION

PARCEL "A":

That portion of the Southeast ¼ of the Southeast ¼ of the Northwest ¼ of Section 28, Township 34 North, Range 4 East, W.M., described as follows:

Beginning at the Southeast corner of said subdivision;

thence North 1°23' East 649.45 feet to the Northeast corner of said subdivision; thence South 89°26'28" West along the North line of said subdivision a distance of 105.0 feet;

thence South 1°43' West parallel to the East line of said subdivision to the South line of said subdivision;

thence North 89°07' East along the South line of said subdivision a distance of 105.0 feet, more or less, to the point of beginning,

EXCEPT that portion thereof lying within the boundaries of the County Road as conveyed to Skagit County by Deed recorded October 17, 1947 in Volume 221 of Deeds, page 322, under Auditor's File No. 410086.

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

PARCEL "B":

Lot 1, Short Plat No. 18-87, approved June 22, 1987, recorded June 24, 1987 in Book 7 of Short Plats, page 183, under Auditor's File No. 8706240025 and being a portion of the Southeast ¼ of the Southeast ¼ of the Northwest ¼ 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 "C":

Lot 2, Short Plat No. 18-87, approved June 22, 1987, recorded June 24, 1987, in Book 7 of Short Plats, page 183, under Auditor's File No. 8706240025; and being a portion of the Southeast ¼ of the Southeast ¼ of the Northwest ¼ of Section 28, Township 34 North, Range 4 East, W.M.,

EXCEPT that portion of said Lot 2, described as follows:

Beginning at the Southwest corner of said Lot 2, Skagit County Short Plat No. 18-87; thence North 1°23'39" East (shown as North 1°19'00" East on the face of said Short Plat) along the West line of said Lot 2 for a distance of 225.72 feet; thence North 86°48'33" East, parallel with the South line of said Lot 2, for a distance of 145.80 feet;

EXHIBIT A

200701050125 Skagit County Auditor

1/5/2007 Page

10 of 16 2;

thence South 1°25'41" West, for a distance of 225.73 feet, more or less, to the South line of said Lot 2 at a point bearing North 86°48'33" East (shown as North 86°45'54" East on the face of said Short Plat);

thence South 86°48'33" West along the South line for a distance of 145.67 feet, more or less, to the point of beginning.

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

PARCEL "F":

The Southwest ¼ of the Southwest ¼ of the Northeast ¼ of Section 28, Township 34 North, Range 4 East, W.M., EXCEPT the East ½ thereof, ALSO EXCEPT the South 60 feet thereof conveyed for road purposes by Deeds recorded under Auditor's File Nos. 410085 and 9003160017.

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



1/5/2007 Page

11 of 16 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



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 OUARTER:

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:



1/5/2007 Page

13 of 16 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 E 1/5/2007 Page

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



1/5/2007 Page

15 of 16 2-33PM

EXHIBIT B

