



200708150161
Skagit County Auditor

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After Recording Return To:

Cavanaugh Vistas, LLC
35135 Lucky Lane
Mount Vernon, Washington 98274

EASEMENTS FOR ACCESS & UTILITIES
LOTS 2, 3 & 4 CAVANAUGH VISTAS

GRANTORS: CAVANAUGH VISTAS, LLC, a Washington limited liability company
GRANTEES: CAVANAUGH VISTAS, LLC, a Washington limited liability company
Legal Description: Lots 2, 3 & 4 Skagit County Short Plat SP 06-0514
Abbreviated Form: Lots 2, 3 & 4 SP 06-0514
Additional on Page:
Assessor's Tax Parcel Nos: PL4020 (parent parcel)

THIS AGREEMENT (the "Agreement") is made by and between the undersigned grantor, CAVANAUGH VISTAS, LLC, a Washington limited liability company ("Cavanaugh") and CAVANAUGH VISTAS, LLC, a Washington limited liability company ("Cavanaugh"), ("Grantee").

DESCRIPTION OF PROPERTY

Grantors are the owners of the following real property situated in Skagit County, Washington:

Lots 2, 3 & 4 of Skagit County Short Plat SP 06-0514 approved Aug 14, 2007, and recorded on the 15 day of August, 2007, under Auditor's File No. 200708150159 Records of Skagit County, Washington.

Situate in Skagit County, Washington

NOW THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the Grantor hereby conveys and quitclaims to the Grantee, the following easements:

Easement

1. Easement for Access & Utilities for Lots 3 & 4. A non-exclusive easement for ingress, egress and utilities over, under and across those portions of Lots 2, 3 & 4, identified as

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"30' INGRESS, EGRESS & UTILITY EASEMENT TO LOTS 3 AND 4" as shown on the face of Skagit County Short Plat SP 06-0514 as more particularly described above. This easement shall be for the benefit of Lots 3 & 4 of Skagit County Short Plat SP 06-0514 as more particularly described above.

2. Decisions Concerning Maintenance. Any decision to repair or maintain the common driveway or other common improvements located on the easement area must be approved in advance, in writing by the owners of Lots 3 & 4.
3. Allocation of Costs. Any costs incurred in performing repairs or maintenance shall be divided into equal shares, with one share being allocated to the owner(s) of Lot 3 and one share being allocated to the owner(s) of Lot 4. Cavanaugh Vistas, LLC shall not be liable for any costs under this easement, even in the event that Cavanaugh Vistas, LLC is the owner of one or more of the Lots.
4. Damage to Road or other Improvements. In the event that any owner causes identifiable damage to the driveway or other improvements, then that owner shall, as soon as is reasonably possible, immediately restore the driveway and other improvements to as good or better condition as they were in prior to the damage by the damaging owner. If the damaging owner does not reasonably comply with the provisions of this paragraph within ninety (90) days of receipt of a written demand to repair such damage, then the other owner shall have the right to repair the damage and seek recovery of all costs incurred from the damaging owner.

Miscellaneous Provisions

1. Binding; Amendment. This Agreement shall run with the real property described herein and shall be binding upon all parties and persons for a period of fifty (50) years following the date of the recording with the Skagit County Auditor, after which said fifty (50) year period, this Agreement shall be automatically extended for successive twenty five (25) year periods. This Agreement may be supplemented, relaxed, revoked or amended, in whole or in part, at any time only by any instrument signed by all of the Owners of Lots 2, 3 & 4.
2. Termination. This Agreement shall automatically terminate with respect to any portion of any easement or improvement described herein that is dedicated to any municipal corporation or other governmental entity that assumes full responsibility for the maintenance and repair of the easement and related improvements following such dedication.
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 the Grantor's and Grantee's property and their respective heirs, successors and assigns, and all persons possessing any of said property by, through, or under the parties hereto, or their respective heirs, successors or assigns.

4. No Merger of Title. This easement shall not effect a merger of the fee ownership and any easement(s) described herein. The fee and each and every easement shall hereafter remain separate and distinct.
5. Application of Law. This Easement shall be construed and governed by the laws of the State of Washington.
6. Invalidity. The invalidity or unenforceability of any provision hereof shall not affect or impair any other provisions hereof.
7. Arbitration - Attorney's Fees. In the event of any dispute arising out of or relating to this easement, either party may seek arbitration of the dispute pursuant to the rules for mandatory arbitration then in effect for the Superior Court of Skagit County, Washington. In any such arbitration, the prevailing party shall have the right to recover all costs and attorney's fees.

DATED this 15th day of August, 2007.

GRANTOR
Cavanaugh Vistas, LLC


Jeffrey J. Miller, Manager

GRANTEE
Cavanaugh Vistas, LLC


Jeffrey J. Miller, Manager

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

AUG 15 2007

Amount Paid \$
By Skagit Co. Treasurer
 Deputy

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Skagit County Auditor

State of Washington)
) ss
County of Skagit)

I certify that I know or have satisfactory evidence that JEFFREY J. MILLER 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 a MEMBER of CAVANAUGH VISTAS, 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: AUGUST 15, 2007

Shannon Nootenboom
(Signature)

NOTARY PUBLIC

Shannon Nootenboom

Print Name of Notary

My appointment expires: 08/20/2010

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