

When Recorded, Return to:

SKAGIT CROSSINGS LLC
13224 42nd Avenue NE
Suite A
Seattle, WA 98125



200802040174

Skagit County Auditor

2/4/2008 Page

1 of

7

3:25PM

ACCESS & UTILITIES EASEMENT AGREEMENT

Grantor:	Skagit Crossings LLC
Grantee:	Skagit Crossings LLC
Legal Description (Abbreviated):	Portion of Tract 1, Short Plat No. Burl. 4-81, recorded in Book 5 of Short Plats, page 133, AF No. 8110160009.
<input checked="" type="checkbox"/> Complete Legal on Pages 1-2	
Assessor's Tax Parcel ID #s:	340406-4-006-0006, P23882
Reference Nos. of Documents Released or Assigned:	N/A

THIS EASEMENT AND AGREEMENT ("Agreement"), dated for reference purposes November 28, 2007, is made and entered into by **Skagit Crossings LLC**, a Washington limited liability company ("Skagit Crossings"), as both "Grantor" and "Grantee."

RECITALS

A. Skagit Crossings is the owner of certain real property located in Skagit County, Washington, and legally described as:

That portion of Tract 1, Short Plat No. Burl. 4-81, approved October 15, 1981, recorded October 16, 1981 in Book 5 of Short Plats, Page 133, under Auditors File No. 8110160009, lying north of Stevens Road and west of Goldenrod Road and being a portion of the southwest quarter of the southeast quarter of Section 6, Township 34 North, Range 4 East, WM.

Except Goldenrod and Stevens Roads

Situate in the County of Skagit, State of Washington
(the "Parcel").

B. The Parcel is subdivided into eight numbered Lots (each a "Lot"), designated as 1 through 8, as shown on the Skagit Crossings Binding Site Plan recorded contemporaneously herewith under Skagit Count Recording No. 200802010073 (the "BSP").

C. Skagit Crossings, as the owner of Lots 1 through 8, inclusive, and for the benefit of all present and future owners of such Lots (each an "Owner" and together the "Owners"), desires to establish an easement on, over, across and through Lots 1, 2, 4, 5, 6, 7 and 8 for ingress, egress, and utility purposes. Accordingly, Skagit Crossings hereby dedicates and establishes an easement as follows:

AGREEMENTS

1. Dedication and Establishment of Access and Utilities Easement;
Scope. Skagit Crossings hereby dedicates and establishes a perpetual, non-exclusive access and utilities easement (the "Easement") for ingress, egress and utility purposes on, over, across and through the portions of Lots 1, 2, 4, 5, 6, 7 and 8, and designated as the "45' Access & Utility Easement" and "60' Ingress-Egress and Utility Easement" on the BSP (the "Easement Area"), as well as for development, construction, maintenance, and repair of the Easement. The Easement shall be perpetual, mutual and reciprocal, granting all Owners the right to use any portion the Easement. In addition, the Owners of the Lots burdened by the Easement shall continue to have the right to use the portions of the Easement Area located on their respective properties for any purposes not inconsistent with the Easement established hereby.

2. Maintenance of Easement. All Owners shall be jointly responsible for all "Required Maintenance" to the Easement, as the same may be improved in accordance with Section 3. For purposes of this Agreement, "Required Maintenance" shall mean any and all maintenance and repairs reasonably necessary to keep the Easement in good repair, in a condition substantially similar to its condition upon original installation, and keeping the Easement clean and free of debris. "Required Maintenance" shall include, but shall not be limited to, maintaining and replacing as necessary the Easement's surface in a level, smooth, and evenly covered condition, as originally installed or as otherwise agreed by the Owners; keeping the Easement in a clean and orderly condition; and installing, repairing, and replacing any related necessary improvements to the Easement. All Required Maintenance shall be performed in accordance with applicable permits and other governmental requirements, and, upon completion of the work, clean-up and removal of any debris shall be accomplished in a manner reasonably satisfactory to all Owners.



3. Improvements. Currently, certain infrastructure improvements have been placed on that portion of the Easement located on and across Lots 1, 2, and 6, including, but not limited to, pavement and utilities. No infrastructure improvements have been placed on or improvements made to the portions of the Easement Area located on Lots 4, 5, 7 and 8 (the "Unimproved Easement Area"). The Owners of such Lots on which the Unimproved Easement Area is located may elect, but shall not be required, to improve the Unimproved Easement Area in a manner consistent with the remainder of the Easement, with the costs of installing and maintaining such improvements (the "Additional Improvements") to be deemed "Easement Costs" and allocated among all Owners in accordance with Section 4.

4. Costs and Expenses. Any and all costs and expenses of the Required Maintenance, as well as installation and maintenance of any Additional Improvements that may be installed (collectively, the "Easement Costs"), shall be borne by and allocated among the Owners in accordance with the "Percentage Interests" listed in EXHIBIT A, which Percentage Interests have been calculated by dividing the square footage of each Lot by the square footage of all the Lots, and rounding the quotient to the nearest 1/100th of a percent. In the event that an Owner refuses to pay its Percentage Interest of any Easement Costs for Required Maintenance or Additional Improvements, after having received 10 days' written notice of the need to do so from the other Owners, the paying Owners may perform and pay for such Required Maintenance or Additional Improvements, and recover from the non-paying Owners their Percentage Interests of such Easement Costs.

5. Mutual Indemnification. Each Owner (together with its affiliates, partners, members, employees, officers, directors, contractors, vendors, customers, invitees and guests, the "Indemnifying Party") shall indemnify and hold each other Owner (the "Indemnified Party") harmless from and against any and all claims and liabilities (including reasonable attorneys' fees) incurred by such Indemnified Party as a result of, and to the extent of, the negligence or intentional misconduct of the Indemnifying Party in the exercise of any of the rights granted under the Easement; provided, however, that the Indemnifying Party shall not be required to indemnify the Indemnified Party for that portion of any such liability attributable to the negligence or intentional misconduct of the Indemnified Party, its successors and assigns, or any of their respective affiliates, partners, members, employees, officers, directors, contractors, vendors, customers, invitees and guests. Without limiting the generality of the foregoing, the indemnity provided in this section is expressly intended to include, and shall include, indemnification for any claim or cause of action under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (the "Superfund Act"), the Resource Conservation and Recovery Act, as amended (42 U.S.C. § 6901 *et seq.*), the Washington Model Toxics Control Act, (RCW Ch. 70.105D), the Washington Hazardous Waste Management Act (RCW Ch. 70.105), all as amended from time to time, and any other federal, State or local environmental or other statutes, ordinances, regulations or guidelines; provided, however, that such indemnity shall be limited to liability and loss of



property value caused by a hazardous substance placed or permitted to be placed on any Lot or Lots by the Indemnifying Party. Nothing in the foregoing shall limit the rights of the Indemnified Party under relevant State, local or federal law.

6. **Attorneys' Fees.** If, by reason of any default hereunder on the part of any Owner, the other Owners employ an attorney, the defaulting Owner shall pay the non-defaulting Owners' costs, expenses and attorneys' fees reasonably expended or incurred in connection therewith.

7. **Covenants Running with the Land; No Merger; Termination.** The Easement and the agreements contained herein shall be deemed covenants running with the land and shall inure to the benefit of, and shall be binding upon, the respective successors, grantees, heirs and assigns of the Owners. Notwithstanding Skagit Crossings's or any future Owner's ownership of the Lots, the Easement established hereby is not intended and shall not be deemed to have merged with the fee interest in such properties. Accordingly, the Easement may be terminated only by the recording of a "Notice of Termination" executed by all Owners.

EXECUTED as of the date first above written.

GRANTOR AND GRANTEE:

SKAGIT CROSSINGS LLC,
a Washington limited liability company

By

James B. Potter

Its

Manager

Easement Only
SKAGIT COUNTY WASHINGTON
REAL ESTATE LIEN & TAX

FEB 04 2008

Amount Paid: ϕ
Skagit Co. To: ϕ
By: Kn Date: ϕ



EXHIBIT A

Schedule of Percentage Interests

Lot	Square Footage	Percentage Interest
Lot 1	90,119	14.87%
Lot 2	61,495	10.14%
Lot 3	48,669	8.03%
Lot 4	60,643	10.00%
Lot 5	103,154	17.02%
Lot 6	79,043	13.04%
Lot 7	78,829	13.00%
Lot 8	84,303	13.91%
TOTALS:	606,255	100.00%



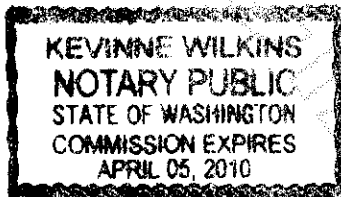
STATE OF WASHINGTON

COUNTY OF KING

SS.

On this day personally appeared before me James B. Potter, to me known to be the Manager of Skagit Crossings LLC, the Washington limited liability company that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such limited liability company, for the uses and purposes therein mentioned, and on oath stated that he was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 28th day of November 2007.



Kevinne Wilkins
Printed Name Kevinne Wilkins
NOTARY PUBLIC in and for the State of Washington,
residing at Monroe
My Commission Expires April 5, 2010



SKAGIT CROSSINGS LLC

November 28, 2007

Dennis Albright
Sound Development Group
P.O. Box 1705
Mount Vernon, WA 98273

RE: Access & Utilities Easement
Skagit Crossings

Dennis,

Enclosed is the original Access & Utilities Easement Agreement for the Skagit Crossings binding site plan. It has been signed and notarized.

Please submit the BSP to the City as soon as possible. If you have any questions, or need additional information, please call me.

Sincerely,

Kevinne Wilkins
Kevinne Wilkins

KW
Enclosure



200802040174

Skagit County Auditor