



200908260068
Skagit County Auditor

8/26/2009 Page 1 of 21 3:39PM

AFTER RECORDING MAIL TO:

Name Michael A. Winslow, Attorney
Address 411 Main Street
City/State Mount Vernon, WA 98273

Document Title(s): (or transactions contained therein)

1. Settlement Agreement
- 2.
- 3.
- 4.



Reference Number(s) of Documents assigned or released:

Additional numbers on page _____ of document

GUARDIAN NORTHWEST TITLE CO.
95906-1

Grantor(s): (Last name first, then first name and initials)

1. Keith S. Johnson
2. Estate of Alison R. Johnson
- 3.
- 4.
5. Additional names on page _____ of document

Grantee(s): (Last name first, then first name and initials)

1. Cascade Ridge P.U.D. Homeowner's Association
- 2.
- 3.
- 4.
5. Additional names on page _____ of document

Abbreviated Legal Description as follows: (i.e. lot/block/plat or section/township/range/quarter/quarter)

Por. SESE 4-33-4; Por. S²SW 3-33-4; Por. SE 4-33-4.
Por. NENE 9-33-4; Por. N²SENE 9-33-4; Por. N²SW NW 10-33-4;
Por. N²N² 10-33-4; Por. Cascade Ridge P.U.D.

Complete legal description is on page _____ of document

SEE Pages 6 and 7 of Exhibit "A" and Page 7 of Exhibit "B"
Assessor's Property Tax Parcel / Account Number(s): Portion of P107271 and all
P16247, P107860, P16287, P101558, P16578, P101554, P16582,
P16600, P16603, P16604, P16605

NOTE: The auditor/recorder will rely on the information on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

Settlement Agreement

This Agreement is made this 21st day of August, 2009, by and between Keith S. Johnson, a single man, and Keith S. Johnson and Moni B. Butler as Co-Personal Representatives of the Estate of Alison R. Johnson (hereinafter collectively referred to as "Johnson"), and the Cascade Ridge P.U.D. Homeowners' Association, a Washington Non-Profit Corporation (hereinafter "Cascade Ridge").

RECITALS

- A. Johnson and Cascade Ridge are the owners of adjoining properties situated in Skagit County, Washington.
- B. Certain disputes have arisen between the parties as to the right of use of a strip of land adjacent to the Southerly terminus of Quail Drive within the Plat of Cascade Ridge P.U.D. by Johnson, and the use of Johnson's property for purposes of mining hard rock and gravel on a commercial basis.
- C. The parties desire to resolve the disputes and clarify their respective rights and responsibilities with respect to the use of the property by Johnson for mining purposes, and the use of a road easement within the Plat of Cascade Ridge P.U.D., all as more carefully described in this Settlement Agreement.

AGREEMENT

The consideration for this Settlement Agreement is the mutual promises, covenants and grants of rights between the parties as described herein, and in the related documents described as the *Restrictive Covenant* and the *Easement for Roadway and Utilities*. The value and sufficiency of these promises, covenants and the grant of easement is acknowledged by the parties as being good and valuable consideration.

1. Conveyance of Restrictive Covenant. Johnson will execute in form suitable for recording with the Skagit County Auditor a Restrictive Covenant in form attached hereto as Exhibit A, which is by this reference incorporated as if set forth in full herein.
2. Conveyance of Easement. Cascade Ridge will execute an easement for roadway and utility purposes in accordance with the provisions set forth in Exhibit B, which are incorporated by this reference as if set forth in full herein.
3. Resolution of all Prior Disputes. It is understood and agreed between the parties that this Settlement Agreement resolves all prior disputes between the parties regarding the ownership, rights and use of the roadway area at the Southerly terminus of Quail Drive within the



Cascade Ridge P.U.D. It is acknowledged that Cascade Ridge P.U.D. Homeowners' Association is the lawful owner of the open space tract described on the face of the Plat in Volume 14 of Plats at Page 111-121, records of Plats under Skagit County Auditor File No. 9002220024. All other and prior claims regarding easement by prescription or implication by Johnson are hereby resolved and settled. Further, the dispute between the parties regarding the scope of mining practices on the Johnson property, which is the object of the restrictive covenant described in Exhibit A, are hereby resolved and settled. Each party does hereby release and discharge the other from all actions, causes of action, or claims regarding the subject matter of this Settlement Agreement. This waiver and release of claims operates for the benefit of all the parties named herein and the officers, directors and individual homeowners within Cascade Ridge P.U.D.

4. No Opposition to Re-zone of Johnson Property. Cascade Ridge agrees not to oppose an application for re-zone by Johnson of the property which is the object of the restrictive covenant described in Exhibit A, provided that the application is consistent with the restrictions on the scope of development as described in the limitations on scope of use in the easement agreement, which is attached as Exhibit B, hereto. Provided, further, that communication limited to notification of the existence of such limitations on scope of use with the governing county authorities by Cascade Ridge shall not constitute a violation of the agreement not to oppose re-zone of the Johnson property. Cascade Ridge agrees not to oppose an application by Johnson for removal of the mineral resource overlay affecting the property which is the object of the restrictive covenant described in Exhibit A.

5. Authority. Johnson and Cascade Ridge each represent and warrant that they and/or their undersigned agents or officers have full power and authority to enter into and execute this Settlement Agreement and each of the documents which are exhibits to this Agreement. The execution, delivery and performance by Johnson and Cascade Ridge of this Agreement and the related documents are not in conflict with any law, rule, regulation, writ, judgment, injunction, decree or award, or the provisions of any agreement to which Johnson or Cascade Ridge or either of them may be bound with third parties, including without limitation, the provisions of Articles of Incorporation, Bylaws, Limited Liability Company, and/or Operating Agreements.

6. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the heirs, successors, assigns, trustees, receivers and personal representatives of Johnson and Cascade Ridge.

7. Entire Agreement. This Agreement sets forth the entire agreement and understanding between the parties, and supercedes all prior negotiations, agreements or understandings related to the subject matter. If the parties desired any oral agreements be made a part of the settlement between them, then those oral agreements would have been reduced to writing and set forth herein. Therefore, there are no oral agreements between the parties.

8. Advice of Counsel. Johnson and Cascade Ridge each represent that they have reviewed the terms of this Agreement and the related documents with their respective attorneys,



that they have had adequate time to review the documents, to determine the legal effect thereof, and have executed this Settlement Agreement and the related documents freely and voluntarily on the dates stated.

9. Further Assurances. Johnson and Cascade Ridge will use all reasonable efforts to execute such additional documents as may be reasonably required to carry out and give full effect to the terms of this Settlement Agreement.

10. Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Venue for any action pertaining to the enforcement or breach of this Settlement Agreement shall be in Skagit County, Washington. The Skagit County Superior Court shall have jurisdiction over any such actions. In the event of a breach of this Settlement Agreement or other action to enforce the terms hereof, the least prevailing party shall pay to the most prevailing party their reasonable attorney fees, expert witness fees and costs of court.

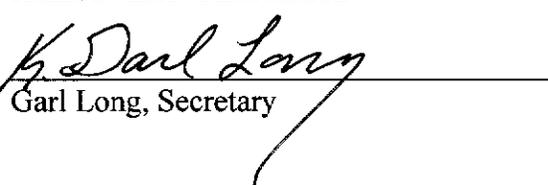
11. Agreement Contingent on Insurability. The obligations of Johnson and Cascade Ridge under this Agreement are contingent upon Johnson obtaining, at Johnson's sole cost and expense, title insurance insuring Johnson's rights under the Easement identified in Exhibit "B".

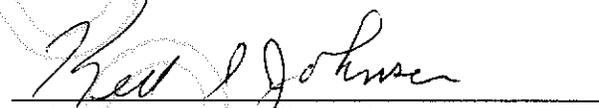
IN WITNESS WHEREOF the parties have executed and delivered this Agreement as of the date stated above.

Cascade Ridge P.U.D.
Homeowners' Association


Allen Bowman, President

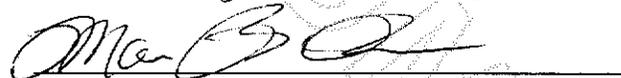
Cascade Ridge P.U.D.
Homeowners' Association


Carl Long, Secretary


Keith S. Johnson, Individually

Estate of Alison R. Johnson

Keith S. Johnson, Co-Personal Representative


Moni B. Butler, Co-Personal Representative



When recorded return to:

MICHAEL A. WINSLOW
Attorney at Law
411 Main Street
Mount Vernon, Washington 98273

Exhibit "A"

Deed of Restrictive Covenant

Grantors: Keith S. Johnson, a widower and surviving spouse of Alison Johnson, and Keith Johnson and Moni B. Butler, as co-personal representatives of the Estate of Alison Johnson under Skagit County Probate Cause No. 08-4-00063-0.

Grantees: Cascade Ridge P.U.D. Homeowners Association, a Washington Non-Profit Corporation

Legal Description: Insert short legal here

Ptn S 1/2, SW 1/4, S3, T33N, R4E, W.M.
Ptn SE 1/4, S4, T33N, R4E, W.M.
Ptn NE 1/4, NE 1/4, S9, T33N, R4E, W.M.
Ptn N 1/2, SE 1/4, NE 1/4, S9, T33N, R4E, W.M.
Ptn N 1/2, SW 1/4, NW 1/4, S10, T33N, R4E, W.M.
Ptn N 1/2, N 1/2, ~~NE 1/4, NE 1/4~~, S10, T33N, R4E, W.M.

Additional Legal Description Located on Exhibits A & B

Assessor's Property Tax Parcel No.: P16247, P102860, P16287, P101558, P16578, P101554, P16582, P16600, P16603, P16604, P16605

Reference Nos of Documents Assigned or Released: None

1. Grant of Conveyance. The Grantors, KEITH JOHNSON, a single man, and KEITH S. JOHNSON and MONI B. BUTLER, as co-personal representatives of the ESTATE of ALISON R. JOHNSON (hereinafter collectively "Johnson") hereby convey and warrant to Grantee, CASCADE RIDGE P.U.D. HOMEOWNERS' ASSOCIATION, a Washington non-profit corporation, (hereinafter "Cascade Ridge") a restrictive covenant, in accordance with the terms and conditions stated herein below, upon, over, and across the property legally described as Parcels A, B, C, D and E as more fully described in Exhibit A (hereinafter "the Subject Property"), which is attached hereto and incorporated by this reference as if set forth is full herein. The consideration for this conveyance is the grant of a non exclusive easement for ingress and egress and underground utilities for benefit of Grantors by Grantee Homeowners Association

Deed of Restrictive Covenant
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and settlement of claims between the parties in accordance with a separate settlement agreement and easement concerning the southerly extension of Quail Drive (the "Easement").

2. Restriction on Mineral Extraction. No *minerals or soils*, shall be removed from the Subject Property or transported off Site, except as expressly permitted herein. No commercial mining of *minerals or soils*, as further defined herein, for sale or trade with third parties shall be permitted on the Subject Property. The term *minerals or soils* shall include, but not be limited to *industrial minerals* such as rock, gravel, sand, limestone, peat, top soils or clay, *metallics/ores* such as precious metals, gold, silver, copper, etc. or *hydrocarbons* such as coal, gas, oil, etc. Grantor may extract minerals and soils within the boundaries of the Subject Property for use on and only on the Subject Property, but for no other purposes whatsoever. Further, minerals and soils excavated from the building sites, roads and utility trenches, as identified on an approved preliminary or final plat (or other approved residential land subdivision) of the Subject Property, may be transported off site, so long as related to legitimate construction purposes with in the subdivision. To these ends, Grantor shall have the right to remove minerals or soils from the Subject Property for processing or for exchange, as long as such processing and/or exchange is strictly limited to either: (i) processing the minerals or soils (e.g. crushing rock provided by Grantor) for use by Grantor in building improvements typical and necessary to and as part of an approved preliminary or final plat (or other approved residential land subdivision) of the Subject Property; or (ii) exchanging the minerals and soils for other minerals or soils (e.g. exchanging rock for gravel) for use in building improvements typical and necessary to and as part of an approved preliminary or final plat (or other approved residential land subdivision) of the Subject Property

3. Restriction on Grant of Easements Related to Mining Purposes. Grantor further covenants and agrees that Grantor shall not permit, by way of easement, right of way, license or otherwise, the use of the Easement (at the end of Quail Drive) by third parties, surrounding or adjoining property owners, their agents, contractors or invitees for transport of *minerals or soils* from neighboring properties.

4. Restriction on Construction and Provision of Buffers. Grantor covenants and agrees that structures, towers and buildings constructed on the Subject Property after date of this deed shall be placed a minimum setback of fifty feet (50') from property of Grantee, as Grantee's property is described in Exhibit B. This applies to both temporary and permanent structures or buildings.

5. Restrictions on Dedication for Public Use. Grantor covenants and agrees that Grantor shall not dedicate any portion of Grantor's property for public use, which public use would allow access to or from Quail Drive for any use that exceeds the "Limitations on Scope of Use" as set forth in Section (3) of the Easement. In addition, other than the extension of Quail Drive contemplated in the Easement, Grantor covenants and agrees that Grantor shall not dedicate for public use any portion of Grantor's property that is situated within one hundred (100) feet of a boundary of Grantor's property as described in Exhibit "A", if such dedication would connect any extension of Quail Drive with other roads on Grantor's property or would connect any



extension of Quail Drive with any property not described on the attached Exhibit "A". Grantor covenants and agrees to join with Grantee in opposing condemnation of any portion of Grantor's property, which Grantor is prohibited from dedicating to public use pursuant to the provisions of this Section.

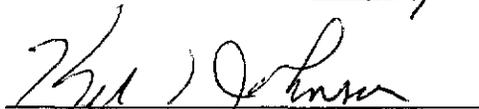
6. Definition of Affected Property. The *Subject Property* or the *Site* means the property described in Exhibit A.

7. Covenant Purpose and Consistency with Zoning. The purpose of this covenant is to protect the Grantees from the noise, dust, road damage, inconvenience and loss of property value associated with location in the neighborhood of a commercial mining operation. The provisions of this agreement should be construed to confer the greatest protections reasonably possible for the benefit of the Grantees. Regardless of the fact that portions of the subject property are currently or may hereafter be designated by Skagit County as being subject to a Mineral Resource Overlay, Grantor acknowledges that the grant of covenant for the restrictions set forth herein is not inconsistent with such designation and this covenant was fully bargained for with the knowledge of such designation and the intended impact on Grantor's property. Grantor agrees not to assert that the covenants given hereunder are contrary to and therefore void as being against public policy by reason of such designation.

8. Covenant Appurtenant to Property of Grantee And Lot Owners. This covenant for restriction on use of Grantor's property, as described herein, shall be appurtenant to and a covenant running with the land of Grantees and the individual owners of record of all lots within Cascade Ridge P.U.D., as per plat recorded in Volume 14 of Plats, pages 112 through 121, inclusive, records of Skagit County. The right of enforcement of the covenants granted hereunder shall reside solely in the Grantee Homeowners Association.

9. Attorneys Fees, Jurisdiction and Venue. The provisions of this deed shall be governed by and construed in accordance with the laws of the State of Washington. The Skagit County Superior Court shall have *in personum* (personal) jurisdiction over the individual parties to this agreement. Venue for any action or proceeding arising out of breach or the enforcement of this Deed shall be in Skagit County Superior Court. In any action to enforce any provision of this Deed, the most substantially prevailing party, as determined by the Court, shall be entitled to an award of reasonable attorney's fees, expert witness fees, court costs, and bond costs from the non-prevailing party.

Dated this 21st day of August, 2009.



KEITH S. JOHNSON



KEITH S. JOHNSON, as Co-Personal
Representative of the Estate of
Alison R. Johnson



Moni B. Butler

MONI B. BUTLER, as Co-Personal
Representative of the Estate of
Alison R. Johnson

State of Washington)
) ss
County of Skagit)

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

Dated: Aug. 21, 2009

John S. Milnor
NOTARY PUBLIC (Signature)
John S. Milnor

Print Name of Notary
My appointment expires: 12/5/2009

State of Washington)
) ss
County of Skagit)

I certify that I know or have satisfactory evidence that KEITH S. JOHNSON 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 CO-PERSONAL REPRESENTATIVE of THE ESTATE OF ALISON R. JOHNSON to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: Aug 21, 2009

John S. Milnor
NOTARY PUBLIC (Signature)
John S. Milnor

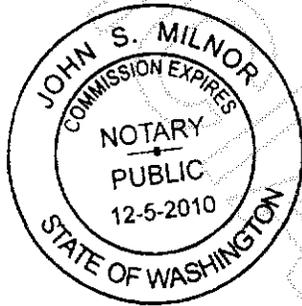
Print Name of Notary
My appointment expires: 12/5/2009



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Skagit County Auditor

State of Washington)
) ss
County of Skagit)

I certify that I know or have satisfactory evidence that MONI B. BUTLER 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 CO-PERSONAL REPRESENTATIVE of THE ESTATE OF ALISON R. JOHNSON to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



Dated: Aug. 21, 2009
John S. Milnor
NOTARY PUBLIC (Signature)
John S. Milnor
Print Name of Notary
My appointment expires: 12/5/2010

EXHIBIT "A"
LEGAL DESCRIPTION FOR JOHNSON PROPERTY

PARCEL "A":

Skagit County Assessor's Parcel Number(s):
P16247, P102860

The South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 3, Township 33 North, Range 4 East, W.M.

Except that portion thereof conveyed to Pedersen Construction, et al, by deed recorded under Skagit County Auditor's File No. 200711190197.

Situate in Skagit County, Washington

PARCEL "B":

Skagit County Assessor's Parcel Number(s):
P16287, P101558

That portion of the Southeast $\frac{1}{4}$ of Section 4, Township 33 North, Range 4 East, W.M., lying Southeasterly of the plat of "CASCADE RIDGE COURT", as per plat recorded in Volume 16 of Plats at Pages 87, 88 and 89, and lying Southerly of Skagit County Short Plat No. 99-007 approved September 15, 1999 and recorded September 15, 1999 as Auditor's File No. 199909150089, and lying Southerly of the plat of "CASCADE RIDGE P.U.D.", as per plat recorded in Volume 14 of Plats, at Pages 112 through 121, inclusive and lying southerly of Lot 1 of Skagit County Short Plat No. 99-0007, approved September 15, 1999 and recorded September 15, 1999 under Skagit County Auditor's File No. 199909150089.

Situate in Skagit County, Washington

PARCEL "C":

Skagit County Assessor's Parcel Number(s):
P16578 and P101554.

The Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 9, Township 33 North, Range 4 East, W.M.

Situate in Skagit County, Washington

PARCEL "D":

Skagit County Assessor's Parcel Number(s):
P16582

The North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 9, Township 33



North, Range 4 East, W.M.

Situate in Skagit County, Washington

PARCEL "E":

Skagit County Assessor's Parcel Number(s):
P16600, P16603, P16604, and P16605

The North $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ AND the North $\frac{1}{2}$ of the North $\frac{1}{2}$, except the East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$; all in Section 10, Township 33 North, Range 4 East, W.M.

Situate in Skagit County, Washington



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EXHIBIT "B"
LEGAL DESCRIPTION FOR CASCADE RIDGE P.U.D.

Plat of Cascade Ridge P.U.D. as recorded at Volume 14 of Plats, Page 111 through 121, under Auditor File No. 9002220024.



When recorded return to:

Michael A. Winslow
Attorney at Law
411 Main Street
Mount Vernon, Washington 98273

Exhibit "B"

EASEMENT FOR ROADWAY AND UTILITIES

GRANTORS: Cascade Ridge P.U.D. Homeowners' Association, A Washington Non-Profit Corporation

GRANTEES: Keith S. Johnson, a widower and surviving spouse of Alison R. Johnson, and the Estate of Alison R. Johnson

LEGAL DESCRIPTION:

Portion of the Southeast 1/4 of the Southeast 1/4 of Section 4, Township 33 North, Range 4 East, W.M.

Situate in the County of Skagit, State of Washington.

Full Legal Description is set forth below.

ASSESSOR'S PROPERTY TAX

PARCEL OR ACCOUNT NO.

A Portion of P107271

REFERENCE #s OF DOCU-

MENTS ASSIGNED/RELEASED:

None

EASEMENT:

This agreement is made this 21st day of August, 2009, by and between the Cascade Ridge P.U.D. Homeowners' Association, a Washington Non-Profit Corporation (hereinafter "Grantor") and Keith S. Johnson, a widower and surviving spouse of Alison R. Johnson, and the Estate of Alison R. Johnson (hereinafter referred to as "Grantees").

Easement for Roadway and Utilities - 1
T:\Data\files\Cascade Ridge Homeowners Assoc. - General\



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Skagit County Auditor

1. Easement. The Grantor hereby grants to the Grantees a non exclusive, perpetual easement (the "easement") over, under, through, and across Grantor's property described in Exhibit A, attached hereto and made a part hereof by this reference. Said easement shall be for the purpose of ingress, egress, and underground utilities of all kinds as the Grantees may determine are suitable for servicing the Grantees' property, which is described in Exhibit B attached hereto and made a part hereof by this reference. The said easement is appurtenant to Grantees' property described in Exhibit B and shall be a covenant running with the land in Perpetuity and shall bind the Grantors and Grantees and their respective heirs, successors, and assigns and all persons possessing the property by, through and under the parties hereto and their respective heirs, successors and assigns. The map showing the easement area, as set forth on Exhibit C, is provided to show the intent of the parties with respect to the location of the easement area.

2. Residential Access. The easement granted hereunder is limited to residential access and home occupations permitted by law, as specifically allowed under Skagit County Code 14.16.730. Except as stated herein, and except as provided in Section 3 below, no other commercial purpose or use of the roadway shall be permitted.

3. Limitations on Scope of Use. The Grantees' right of use and access to the roadway is limited to service of a maximum of twenty-one (21) residential units, including the Grantees' existing dwelling. *Residential units* includes a single family dwelling, a condominium unit, a townhouse unit, or each individual unit in a multi-family residential structure. Use of the easement is limited to the usual and customary traffic associated with the construction, maintenance, servicing and occupation of residential dwellings, including but not limited to, the residents' invitees, utility companies, delivery and service trucks and contractors. Allowed use of the easement shall also include any vehicles related to the construction, maintenance and repair of a maximum of three (3) communication towers and equipment located upon the Grantees' property. This easement may be dedicated to Skagit County as a public road at such time as the County requires the same. Grantor and Grantee agree to take such further actions as are necessary to dedicate the easement for public use and to limit the use of the public road to the purposes identified in this Section (3). Should Grantees or third parties develop properties which are adjoining the properties described in Exhibit B, there shall be no right of use of the easement area for regular and residential access to the said adjoining properties. If Grantees develop properties adjacent to the properties described in Exhibit B, or if Grantees develop additional residential units (beyond the twenty-one (21) residential units permitted to use the Easement) on the properties described in Exhibit B and if any governmental authority requires access through the easement area for emergency purposes or for fire service and other emergency vehicles for such development, then such use shall be permitted, but only on an emergency basis. Any utilities installed in the easement area may be used for any purpose and may be connected to or provide service to other properties, in addition to the properties described in Exhibit B. Grantee shall have the right to grant easements or assignments of the Grantees' rights in the easement area for the benefit of any such utility companies (e.g. P.U.D., Puget Sound Energy, Cascade Natural Gas) Provided, further, that at no time shall Grantees' use of the easement area or



construction within the easement area cause any infringement upon any existing septic systems located within the plat of Cascade Ridge, and particularly in relationship to Lots 5, 6, and 7, of said subdivision. However, in the event that Grantee's use of the easement area is limited because of septic systems, Grantee shall have the right, at Grantee's sole expense, to relocate any portions of such septic systems to such other location on Grantor's property as is reasonably necessary to eliminate any such limitations.

It is the intent of the Grantor and Grantees to limit use of the easement for the benefit of a maximum of twenty one (21) residential lots in addition to the limited commercial use allowed pursuant to this Section (3). Grantor and Grantees shall cooperate in opposing any attempt by Skagit County or any other governmental entity to condemn or otherwise convert any portion of the Grantees' property to public use, which public use would provide access to Quail Drive for more than twenty-one (21) residential units.

4. Service Access. The Grantees shall have the right to install traffic calming devices and control access to service vaults for all utilities which Grantees may place within the easement area in order to access conduits and valves which may be required for Grantees' utilities. Grantees, further, shall have the right to install conduits within the easement area in order to connect these service vaults to existing or future utility connections in Quail Road for the benefit of the property described in Exhibit B.

5. Speed Controls. The Grantor reserves the right to reasonably control access across the easement area in order to prevent abuses of the easement by persons other than those permitted herein to use the easement area as described herein. Grantor expressly reserves the right to construct, at Grantor's sole cost and expense, speed bumps or other vehicle speed control (traffic calming) devices within the road area of the easement.

6. Consideration. The consideration for this grant of easement in favor of the Grantees is a settlement of claims between the parties which has been reduced to writing, including, but not limited to, the granting of restrictive covenants by the Grantees in favor of the Grantors and other good and valuable consideration.

7. Cost of Construction and Maintenance. Except in respect to traffic control devices, as permitted pursuant to Paragraph E, above, Grantees shall bear and promptly pay all costs and expenses of construction and maintenance of improvements installed by or upon the request of the Grantees. To this end, Grantees shall not allow any lien to come against the property of the Grantor for any purpose permitted under RCW 60.04 or similar replacement statute.

8. Compliance with Laws and Rules. Grantees and Grantor shall at all times exercise their rights and responsibilities under this agreement in accordance with the requirements of (and as from time to time may be amended) all applicable statutes, orders, rules, and regulations of any public authority having jurisdiction over the subject property.



9. Work Standards. Upon Grantees' completion of any construction permitted under this agreement, 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, except for permitted widening of the roadway or construction of vaults or other such improvements and shall replace any property corner monuments, survey references, or hubs that were disturbed or destroyed during construction.

10. Release and Indemnity. The Grantees do hereby agree to indemnify and promise to defend and save harmless the Grantor and its successors in interest from and against any and all liability, loss, damage, expense, actions, and claims, including costs and reasonable attorney fees incurred by Grantor or its successors in interest 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 rights granted herein, including, but not limited to, claims and actions brought by employees of Grantees or Grantees' agents and contractors. The Grantor does hereby agree to indemnify and promise to defend and save harmless the Grantees and their successors in interest from and against any and all liability, loss, damage, expense, actions, and claims, including costs and reasonable attorney fees incurred by Grantees or their successors in interest 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 rights granted herein, including, but not limited to, claims and actions brought by employees of Grantor or Grantor's agents and contractors.

11. Remedies. In the event that either party to this agreement shall breach the terms hereof, then the most non-prevailing party shall pay to the prevailing party their reasonable attorney fees, expert witness fees and costs of court pertaining to the breach or enforcement of the provisions of this agreement. Should the Grantor seek injunctive relief for the enforcement of any limits provided in respect to the scope of use of the easement as stated herein, Grantor shall be entitled to obtain such injunctive relief without the necessity of posting bond in the sole discretion of the court.

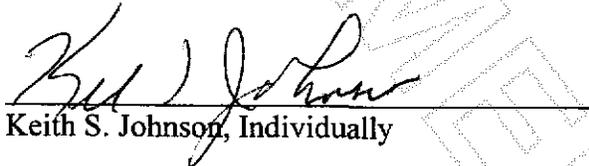
Grantor:

Grantees:

CASCADE RIDGE P.U.D.
HOMEOWNERS' ASSOCIATION



Allen Bowman, President



Keith S. Johnson, Individually



CASCADE RIDGE P.U.D.
HOMEOWNERS' ASSOCIATION

Garl Long
Garl Long, Secretary

ESTATE OF ALISON R. JOHNSON

Keith S. Johnson
Keith S. Johnson, Co-Personal Representative

Moni B. Butler
Moni B. Butler, Co-Personal Representative

State of Washington)
) :ss
County of Skagit)

I certify that I know or have satisfactory evidence that Allen Bowman is the person who appeared before me; that he acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged as the President of Cascade Ridge P.U.D. Homeowners' Association, a Washington Non-Profit Corporation, to be the free and voluntary act of him for the uses and purposes contained in the instrument.

Dated: August 13, 2009.

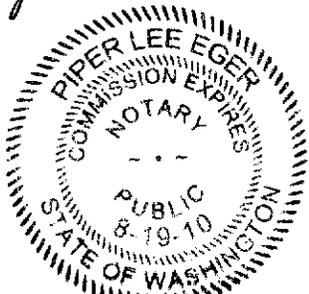


Piper Lee Eger
Piper Lee Eger, Notary Public
My appointment expires: 8/19/10

State of Washington)
) :ss
County of Skagit)

I certify that I know or have satisfactory evidence that Garl Long is the person who appeared before me; that he acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged as the Secretary of Cascade Ridge P.U.D. Homeowners' Association, a Washington Non-Profit Corporation, to be the free and voluntary act of him for the uses and purposes contained in the instrument.

Dated: August 14, 2009.

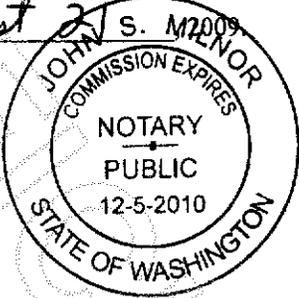


Piper Lee Eger
Piper Lee Eger, Notary Public
My appointment expires: 8/19/10



State of Washington)
) :ss
County of Skagit)

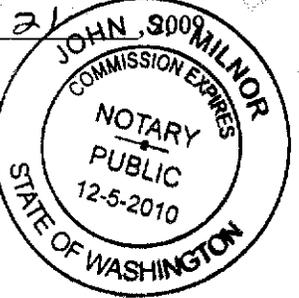
I certify that I know or have satisfactory evidence that Keith S. Johnson, a widower and surviving spouse of Alison R. Johnson, is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes in the instrument.

Dated: August 21


John S. Milnor
Notary Public
My appointment expires: 12/5/2010

State of Washington)
) :ss
County of Skagit)

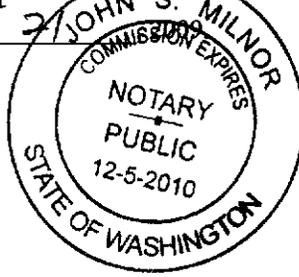
I certify that I know or have satisfactory evidence that Keith S. Johnson is the person who appeared before me; that he acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged as the Co-Personal Representative of the Estate of Alison R. Johnson, to be the free and voluntary act of him for the uses and purposes contained in the instrument.

Dated: August 21


John S. Milnor
Notary Public
My appointment expires: 12/5/2010

State of _____)
) :ss
County of _____)

I certify that I know or have satisfactory evidence that Moni B. Butler is the person who appeared before me; that she acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged as the Co-Personal Representative of the Estate of Alison R. Johnson, to be the free and voluntary act of her for the uses and purposes contained in the instrument.

Dated: August 21


John S. Milnor
Notary Public
My appointment expires: 12/5/2010

Exhibit "A"
Legal Description

Cascade Ridge P.U.D. Homeowners' Association Grant of Easement to Johnson

As easement for ingress, egress and underground utilities 60 feet in width and approximately 176.08 feet \pm in length with 30 feet lying on each side of the centerline of the "private road" as shown on Page 120 of Cascade Ridge P.U.D. as recorded at Volume 14 of Plats, Page 111 through 121, under Auditor File No. 9002220024. The easement shall commence at the Southerly terminus of Quail Drive on the Southerly line of the cul-de-sac, and the easement shall terminate at the Southerly line of the Open Space Tract, all as depicted on the map at Page 120 (Sheet 9 of 10) of the said Plat.

Situate in the County of Skagit, State of Washington.



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Skagit County Auditor

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Exhibit B
Legal Description
The Property Owned by Johnson and Benefitted by Cascade Ridge P.U.D. Homeowners' Association
Road and Utility Easement

PARCEL "A":

Skagit County Assessor's Parcel Number(s):
P16247, P102860

The South ½ of the Southwest ¼ of Section 3, Township 33 North, Range 4 East,
W.M.

Except that portion thereof conveyed to Pedersen Construction, et al, by deed
recorded under Skagit County Auditor's File No. 200711190197.

Situate in Skagit County, Washington

PARCEL "B":

Skagit County Assessor's Parcel Number(s):
P16287, P101558

That portion of the Southeast ¼ of Section 4, Township 33 North, Range 4 East,
W.M., lying Southeasterly of the plat of "CASCADE RIDGE COURT", as per
plat recorded in Volume 16 of Plats at Pages 87, 88 and 89, and lying Southerly of
Skagit County Short Plat No. 99-007 approved September 15, 1999 and recorded
September 15, 1999 as Auditor's File No. 199909150089, and lying Southerly of
the plat of "CASCADE RIDGE P.U.D.", as per plat recorded in Volume 14 of
Plats, at Pages 112 through 121, inclusive and lying southerly of Lot 1 of Skagit
County Short Plat No. 99-0007, approved September 15, 1999 and recorded
September 15, 1999 under Skagit County Auditor's File No. 199909150089.

Situate in Skagit County, Washington

PARCEL "C":

Skagit County Assessor's Parcel Number(s):
P16578 and P101554.

The Northeast ¼ of the Northeast ¼ of Section 9, Township 33 North, Range 4
East, W.M.

Situate in Skagit County, Washington



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Skagit County Auditor

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PARCEL "D":

Skagit County Assessor's Parcel Number(s):
P16582

The North ½ of the Southeast ¼ of the Northeast ¼ of Section 9, Township 33 North, Range 4 East, W.M.

Situate in Skagit County, Washington

PARCEL "E":

Skagit County Assessor's Parcel Number(s):
P16600, P16603, P16604, and P16605

The North ½ of the Southwest ¼ of the Northwest ¼ AND the North ½ of the North ½, except the East ½ of the Northeast ¼ of the Northeast ¼; all in Section 10, Township 33 North, Range 4 East, W.M.

Situate in Skagit County, Washington



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Skagit County Auditor

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