



201001250141

Skagit County Auditor

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After Recording Return to:

Sierra Pacific Industries
19794 Riverside Avenue
Anderson, CA 96007
Attention: Gary Blanc

GUARDIAN NORTHWEST TITLE CO.

98718-1

Document Title(s) (or transactions contained therein):	
1.	Easement Agreement
2.	
3.	
Reference Number(s) of Documents assigned or released: (or page ___ of document(s))	
- N/A -	
Grantor(s) (Last name first, then first name and initials):	
1.	SIERRA PACIFIC INDUSTRIES
2.	
3.	
4.	<input type="checkbox"/> Additional names on page ___ of document.
Grantee(s) (Last name first, then first name and initials):	
1.	ERNEST G. BROWN III
2.	STEPHANIE J. BROWN
3.	
4.	<input type="checkbox"/> Additional names on page ___ of document.
Legal Description (abbreviated: i.e., lot, block, plat or section, township, range)	
Lot 7 SPI Binding Site Plan recorded under AF#200911160068, SE ¼ SEC 9 TWP 34 RGE 3	
Additional legal on pages 7 & 8 of document.	
Assessor's Property Tax Parcel/Account Number	
Portion of P129955 to benefit P21257	

No monetary consideration

EASEMENT AGREEMENT

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged and pursuant to the terms of this Easement Agreement (this "Agreement"), **SIERRA PACIFIC INDUSTRIES, A CALIFORNIA CORPORATION** ("Grantor") hereby grants, conveys and quitclaims to **ERNEST G. BROWN III** and **STEPHANIE J. BROWN** ("Grantee") the following:

An easement as more particularly depicted in **Exhibit A** attached hereto (the "Easement"), on and over a limited portion of the surface of Grantor's real property located in the County of Skagit, State of Washington, such property being more particularly described in **Exhibit B** attached hereto (the "Grantor Property"), for the benefit of Grantee's real property located in the County of Skagit, State of Washington, such property being more particularly described in **Exhibit C** attached hereto (the "Grantee Property"). The Easement shall be for the limited purpose of accommodating the present encroachment across the easterly boundary line of Grantor's Property by Grantees' existing improvements consisting of a garage/warehouse and adjacent shed structure (each an "Encroachment"), including a five-foot setback surrounding each Encroachment. The Easement shall be subject to the following terms and conditions:

1. Grantor's Reservation of Rights. Grantor reserves the right to cross and re-cross the Easement Area, excluding the interior of any structures located thereon, in any manner that will not unreasonably interfere with rights granted to Grantee hereunder.

2. Covenants Run with the Lands. The covenants set forth in this Agreement shall be deemed to be covenants running with and binding upon the land pursuant to applicable law, and each covenant to do or refrain from doing some act with respect to the real property described herein or any portion thereof shall benefit and be enforceable by, in the case of Grantee, and be binding upon, in the case of Grantor, all successive owners of the real property affected hereby and every part thereof and all persons or entities having any interest therein derived from or through any owner of the Grantor Property.

3. Use. Grantee shall neither use nor permit any use of the Easement Area for any purpose other than accommodation of the Encroachments. The Easement is subject to all existing easements, leases, liens, conditions, restrictions, encumbrances and claims of title that affect the Easement or the Grantor Property. Grantee accepts title to the Easement (including, without limitation, all Grantor-owned improvements) in its present condition and without any representation or warranty by Grantor as to title or the condition of such Easement or the area in which the Easement is situated (the "Easement Area"). Grantor shall not be responsible for or liable to Grantee for any defect or change of conditions in the Easement Area or the Grantor Property or any damage occurring thereto, except to the extent caused by Grantor. In the event either Encroachment is hereafter demolished, the Easement shall automatically terminate as to such Encroachment without the necessity of a further writing or amendment to this Agreement and the Easement Area shall be correspondingly reduced to only that area reasonably necessary to accommodate the remaining Encroachment and the set-back requirement applicable thereto.

4. Compliance with Laws. Grantee expressly understands and agrees that Grantee is subject to all federal, state, county and local laws, rules, regulations and ordinances applicable to its use of the Easement Area, including, but not limited to, those relating to substances, chemicals, wastes, sewage or other materials that are regulated, controlled or prohibited or relating to pollution or protection of the environment, of natural resources or of public health and safety.

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Easement

JAN 25 2010



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Amount Paid \$ *0*
Skagit Co. Treasurer
By *1/25/10* Deputy

5. Hold Harmless. In consideration of Grantor's grant of this Easement, Grantee shall hold Grantor and Grantor's officers, directors, partners, members, fiduciaries, participants, affiliates, employees, representatives, invitees, agents and contractors free and harmless from and against any and all claims resulting from or in any way arising out of Grantee's use of the Easement and the Easement Area.

6. Arbitration. The parties covenant to attempt in good faith to resolve all disputes or controversies that arise out of or relate to this Agreement. If the parties cannot in good faith resolve any such dispute or controversy, such dispute or controversy shall be submitted to arbitration in accordance with the rules of mandatory arbitration then in effect for the Skagit County Superior Court, and all such disputes or controversy shall be subject to arbitration regardless of the nature or dollar amount of such dispute or controversy. The decision of the arbitrator shall be final and binding on all parties and may be entered as a judgment in court of competent jurisdiction.

If arbitration is necessary to enforce this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement, the "Prevailing Party" (as defined below) shall be entitled to recover reasonable attorneys' fees and costs, in addition to any other relief to which the party may be entitled. Any such attorneys' fees and costs incurred by the Prevailing Party in enforcing a judgment in its favor under this Agreement shall be recoverable separately from and in addition to any other amount included in such judgment, and such obligation to pay attorneys' fees and costs is intended to be severable from the other provisions of this Agreement and to survive and not be merged into any such judgment. The "Prevailing Party" shall be the party determined to be the prevailing party by an arbitrator. Notwithstanding the foregoing, nothing contained in this Section shall prevent either party hereto from seeking and obtaining injunctive relief against the other party's activities in breach of this Agreement.

7. Entire Agreement. This Agreement, together with any and all attachments and Exhibits, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. Any changes to this Agreement made by the parties shall be invalid unless executed in a writing signed by all parties.

8. No Third Party Beneficiary. Nothing in this Agreement, express or implied, is intended to confer on any person other than the parties hereto and their respective successors and permitted assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement.

9. Inspection of Easement Area. In consideration of being permitted to enter into, about and upon the Easement and the Easement Area, Grantee hereby acknowledges, agrees and represents that Grantee has inspected the Easement Area and that Grantee finds and accepts same as being safe and reasonably suited for the purposes of this Easement.

Signature pages to follow



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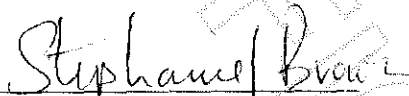
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DATE: 1/22/2010

SIERRA PACIFIC INDUSTRIES,
A CALIFORNIA CORPORATION

By: _____
Title: _____


ERNEST G. BROWN III


STEPHANIE J. BROWN



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SIERRA PACIFIC INDUSTRIES,
A CALIFORNIA CORPORATION

By: [Signature]
Title: Vice President

ERNEST G. BROWN III

STEPHANIE J. BROWN
STATE OF WASHINGTON

COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that ERNEST G. BROWN III 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: _____

Title: _____
My appointment expires: _____

(Seal or stamp)

STATE OF WASHINGTON

COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that STEPHANIE J. BROWN 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: _____

Title: _____
My appointment expires: _____

(Seal or stamp)



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Skagit County Auditor

ACKNOWLEDGEMENT

NEVADA
State of California ^{JB}
County of Douglas

On January 22, 2010 before me, Julia Blair
(insert name and title of the officer)

personally appeared Ernest G. Brown III + Stephanie L. Brown
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledge to me that he/she/they executed the
same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the
instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Julia Blair (Seal)



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Skagit County Auditor

ACKNOWLEDGMENT

State of California

County of Shasta

On January 14, 2010 before me, Susan E. Witherspoon, Notary Public
(insert name and title of the officer)

personally appeared M. D. Emerson
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in
his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

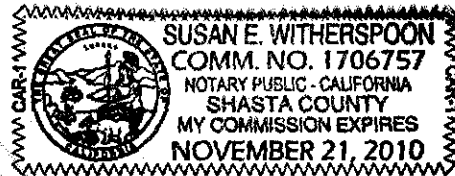
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Susan E. Witherspoon

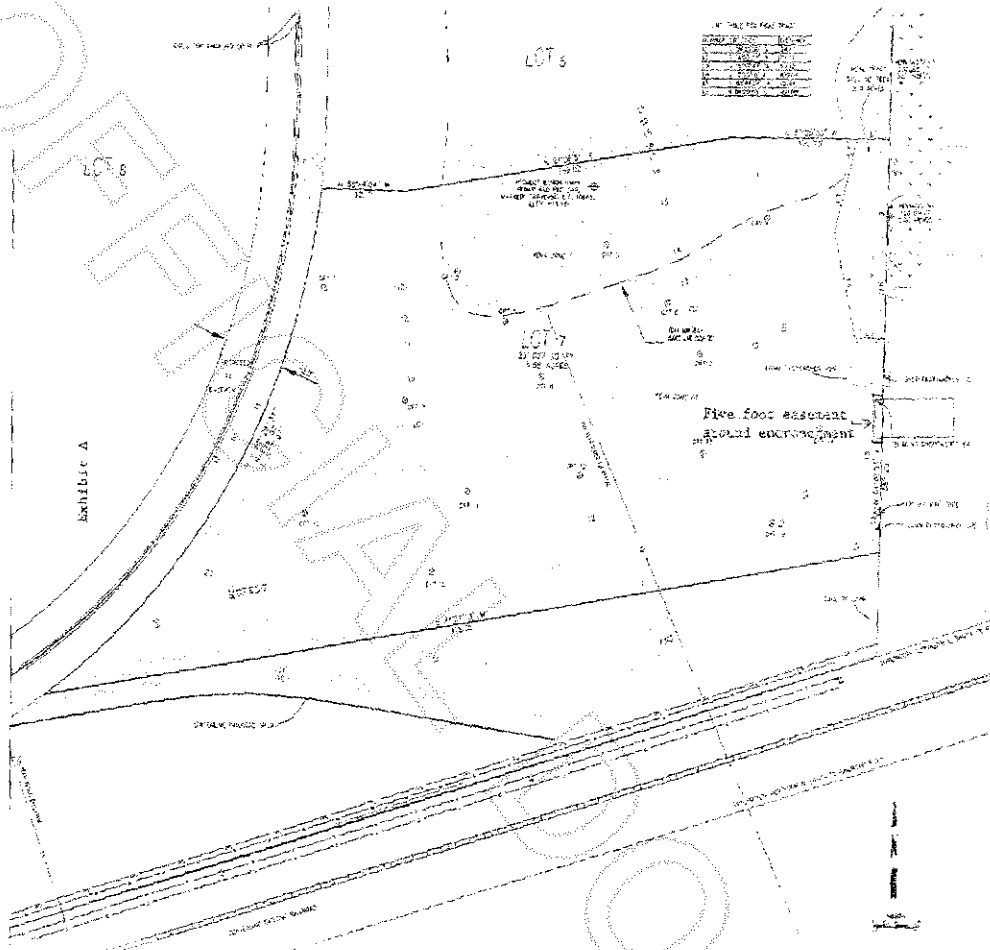
(Seal)



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EXHIBIT A

Depiction of Easement



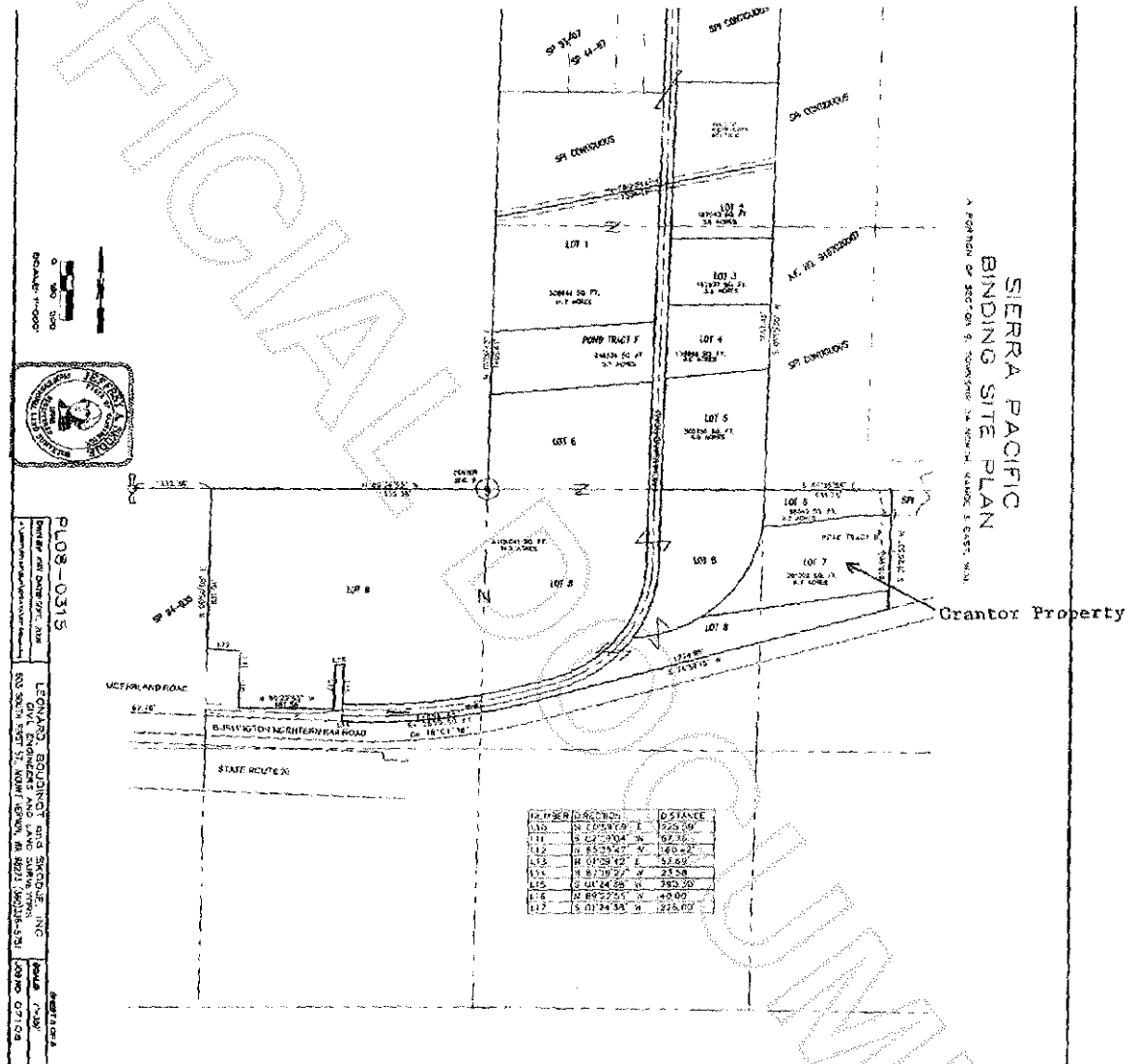
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EXHIBIT B

Description of Grantor Property

LOT 7 OF SIERRA PACIFIC BINDING SITE PLAN PL08-0315 RECORDED UNDER AF#200911160068



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EXHIBIT C

Description of Grantee Property

That portion of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 9, Township 34 North, Range 3 East, W.M., described as follows:

Beginning at a point 150 feet North of the East $\frac{1}{4}$ corner of said Section 9; thence West parallel with the East and West centerline of said Section, 500 feet; thence South 389.5 feet, more or less, to the true point of beginning, said point being the Southeast corner of a tract conveyed to Warren Good, et ux, by deed recorded August 9, 1965, under Auditor's File No. 670057 and described therein as paragraph A; thence West parallel with East and West centerline of said Section, and along the South line of said Good tract to a point 544 feet East of the West line of said Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$; thence South to the Northerly line of the Great Northern Railway right of way; thence Northeasterly along said right of way to a point South of the true point of beginning; thence North to the true point of beginning.

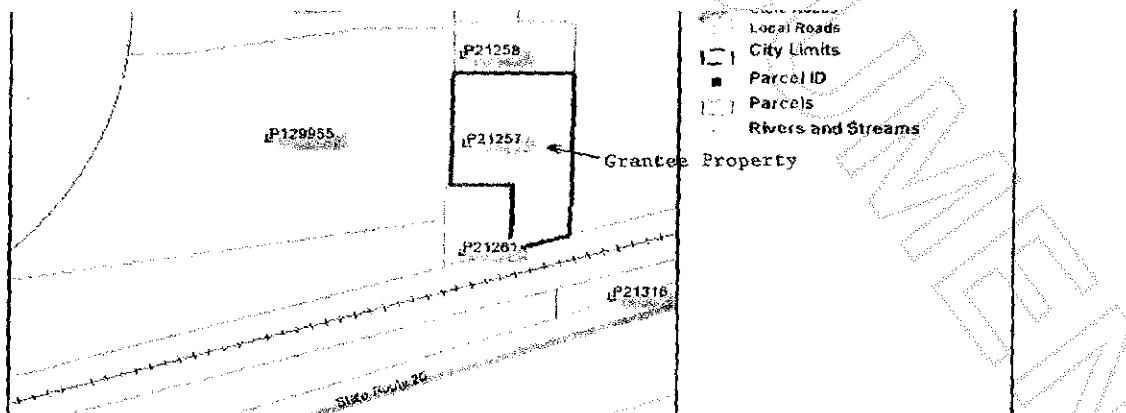
Except the following described tracts:

1. That portion of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said section 9, described as follows:

Beginning at a point on the North line of said subdivision that is 736 feet West of the Northeast corner thereof; thence South parallel to the East line of said subdivision to a point 170 feet North of the North line of the Great Northern Railway right of way and the true point of beginning; thence East parallel to the North line of said subdivision 126 feet; thence South parallel to the East line of said subdivision to the Northerly line of the Great Northern Railway right of way; thence Southwesterly along said Northerly line to a point due South of the true point of beginning; thence North 170 feet to the true point of beginning..

2. That portion of said Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, if any, lying West of a line which begins at a point on the East and West centerline of said Section at a point 726.6 feet West of the East $\frac{1}{4}$ corner of said Section and runs South to the Northerly line of the Great Northern Railway right of way.

Situate in the County of Skagit, State of Washington.



Skagit County Auditor