

FILED FOR RECORD AT REQUEST OF:
Hein H. DeWit and Peggy G. DeWit



200503250091
Skagit County Auditor

3/25/2005 Page 1 of 4 12:05PM

WHEN RECORDED RETURN TO:
Carolyn O'Brien Storli
The Johnson Law Group
1221 Second Avenue, Suite 430
Seattle, WA 98101-2942

EASEMENT

GRANTOR: SUNSET VENTURE LLC, a Washington limited liability company,
for good and valuable consideration hereby conveys and warrants to:

GRANTEE: HEIN H. DEWIT and PEGGY G. DEWIT, husband and wife, a
nonexclusive easement, for the purpose of maintaining Grantee's
building, upon and over the following described real estate, situated in
the County of Skagit, State of Washington,:

LEGAL DESCRIPTION: THE WEST 12 FEET of Lot 18, Binding Site Plan No. SW-01-93
(Sunset Industrial Park) recorded in Volume 11 of Short Plats, pages 83
and 84, under Auditor's File No. 9406100051, records of Skagit
County, Washington; being a portion of the SW ¼ of the SE ¼ of
Section 23, Township 35 North, Range 4 E, W.M. and Tracts 14 and
15, "SEDRO ACREAGE", as per plat recorded in Volume 3, page 35;
EXCEPTING THEREFROM, the North 15 Feet and the South 25 Feet
of said West 12 Feet.

ASSESSOR'S TAX
PARCEL I.D. NUMBERS: 8003-000-018-0007 (P105304)

SUBJECT TO: This easement is granted subject to and conditioned upon the terms and
conditions set forth on Exhibit A attached hereto and incorporated
herein by this reference.

DATED: 3/16/05, 2005.

GRANTOR:
SISTERS VENTURE LLC, a Washington
limited liability company

By: Christine M. Thompson
Christine M. Thompson, Authorized Member

3148 01 gb110503

STATE OF WASHINGTON)

COUNTY OF SKAGIT)

) ss.
)

On this 10th day of March, 2005, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared CHRISTINE M. THOMPSON, to me known to be the individual described in and who executed the foregoing instrument and acknowledged that she signed and sealed the same as the voluntary act and deed of SISTERS VENTURE LLC for the uses and purposes therein mentioned and further that she was authorized to do so on behalf of the LLC.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Pamela G. Aldridge
Printed/Typed Name: Pamela G. Aldridge
NOTARY PUBLIC in and for the State of
Washington, residing at Sedro Woolley.
My commission expires 11/20/2005.

NOTARY PUBLIC
STATE OF WASHINGTON
PAMELA G. ALDRIDGE
My Appointment Expires Nov 20, 2005

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

MAR 25 2005

Amount Paid \$ 0
Skagit Co. Treasurer
By DC Deputy



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EXHIBIT A

This easement is granted subject to and conditioned upon the following terms, conditions and covenants which Grantee hereby promises to faithfully and fully observe and perform.

1. **Access.** Grantee shall gain access by obtaining a key to the fence gate during normal business hours for Grantor's business and shall coordinate its activities with Grantor.

2. **Grantee's Use.** Grantee shall exercise its rights under this Easement so as to minimize, and avoid if reasonably possible, interference with Grantor's use of the property. Grantee shall at all times conduct its activities on Grantor's property so as not to interfere with, obstruct or endanger Grantor's operations or facilities.

3. **Costs.** Grantee shall be responsible for and shall indemnify and hold Grantor harmless from any and all costs, fees, and expenses related to Grantee's use of this Easement, this shall include, but not be limited to, repair of Grantee's fence, replacement of any misplaced keys or the re-keying of locks, repair or any other damage to Grantor's property.

4. **Termination for Breach.** In the event Grantee breaches or fails to perform or observe any of the terms and conditions hereof, and fails to cure such breach or default within ninety (90) days of Grantor's giving Grantee written notice thereof, Grantor may terminate Grantee's rights hereunder in addition to and not in limitation of any other remedy of Grantor at law or in equity, and Grantor's failure to exercise such right at any time shall not waive Grantor's right to terminate for any future breach or default. Notwithstanding the foregoing, no such termination shall release Grantee from any liability or obligation with respect to any matter occurring prior to such termination.

5. **Release and Indemnity.** Grantee hereby releases, indemnifies and promises to defend and save Grantor harmless from and against any and all liability, loss, damage, expense, action and claim, including costs and reasonable attorneys' fees incurred by Grantor in defense thereof, asserted or arising directly or indirectly on account of or out of acts or omissions of Grantee and Grantee's servants, agents, employees and contractors in the exercise of the rights provided herein.

6. **Title.** The rights granted herein are subject to permits, leases, licenses and easements, if any, heretofore granted by Grantor affecting the property subject to this Easement. Grantor does not warrant title to its property and shall not be liable for defects thereto or failure thereof.

7. **Assignment.** Grantee shall not assign its rights hereunder without the prior written consent of Grantor, which consent shall not be unreasonably withheld. No assignment of the privileges and benefits accruing to Grantee herein and no assignment of the obligations or

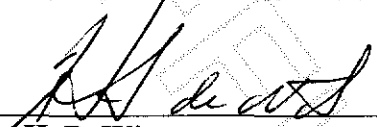


liabilities of Grantee herein, whether by operation of law or otherwise, shall be valid without the prior written consent of Grantor, which shall not be unreasonably withheld.

8. **Successors.** Subject to Section 7, the rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns.

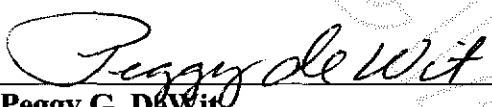
EXECUTED as of the date hereinabove set forth.

ACKNOWLEDGED AND ACCEPTED



Hein H. DeWitt

Date: 3/10/05



Peggy G. DeWitt

Date: 3/10/05

