



200702080104
Skagit County Auditor

2/8/2007 Page 1 of 4 3:07PM

After recording return to:
Chaffey Corporation
205 Lake Street South, Suite 101
Post Office Box 560
Kirkland, Washington 98083
Attention: Aileen Zavales

Washington State Recorder's Cover Sheet (RCW 65.04)

Document Title(s):	CHICAGO TITLE CO. 19B2908
Easement Agreement	SKAGIT COUNTY WASHINGTON REAL ESTATE EXCISE TAX
Reference Number(s) of Related Documents: n/a	FEB 08 2007
Grantor(s):	Amount Paid \$ Skagit Co. Treasurer By Deputy
Sunset View Condominium Developer LLC, a Washington Limited Liability Company	
Grantee(s):	
Chaffey Homes Incorporated, a Washington corporation	
Abbreviated Legal Description(s): Portion of Fifth Street in First Plat of Ship Harbor filed in Volume 1 of Plats at page 13, Records of Skagit County, Washington	
Additional legal description on Page 1 of document	
Assessor's Property Tax Parcel/Account Number(s):	
P58982; P60626; P60628; P60642; P60643, 60647, 60655	
Chicago Title Company has placed this document for recording as a customer courtesy and has no liability for its accuracy or validity	
ACCOMMODATION RECORDING	

Handwritten initials/signature

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is entered into this 13 day of JANUARY, 2006, by Sunset View Condominium Developer LLC, a Washington Limited Liability Company, ("Sunset View"), as grantor, and Chaffey Homes Incorporated, a Washington corporation ("Chaffey"), as grantee.

WHEREAS, Sunset View is the owner of certain real property located in the City of Anacortes, Skagit County, Washington, legally described as follows (the "Easement Property"):

That portion of Fifth Street in First Plat of Ship Harbor filed in Volume 1 of Plats at page 13, Records of Skagit County, Washington, lying in front of Block 12 of said plat and northerly of the following described line:

Commencing at the northwest corner of said Block 12; thence S 02°13'36"W along the west line of said Block 12, a distance of 107.54 feet to the initial point of this line description, said point being a point on a curve from which the radius point bears S 38°47'33"W, a distance of 47.00 feet; thence westerly along said curve through a central angle of 42°40'21" and an arc distance of 35.00 feet to the west line of Fifth Street as shown on said First Plat of Ship Harbor and the terminal point of this line description.

WHEREAS, Chaffey is the owner of certain real property located in the City of Anacortes, Skagit County, Washington, legally described as follows (the "Chaffey Property"):

Lots 1 through 16, inclusive, Block 1; Lots 1 through 8, inclusive, Block 2; Lots 1 through 15, inclusive, Block 7; Lots 1 through 16, inclusive, Block 8; Lot 4, Block 9, Lots 2 through 5, inclusive, Block 10; all in PLAT OF WOOD'S ADDITION TO ANACORTES, according to the plat thereof, recorded in Volume 4 of Plats, page 35, records of Skagit County, Washington.

WHEREAS, Sunset View desires to grant to Chaffey certain easements benefiting the Chaffey Property, for the purpose of creating a storm water drainage swale and associated drainage features, as well as the right to construct roadway cut and fill slopes upon the Easement Property.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. Grant of Easement. Sunset View hereby grants to Chaffey, and its respective successors and assigns, a perpetual non-exclusive easement on, in, over and across the Easement Property for the construction, use, maintenance, repair and replacement of a storm drainage swale and any private storm drainage facilities located upon the Property, and to construct roadway cut and fill slopes upon the Easement Property.



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2. Maintenance and Repair. The owner or owners of the Chaffey Property benefited by this easement shall be jointly responsible for the maintenance, repair and replacement of the private storm drainage facilities located within the Easement Property. All costs of maintenance, repair and replacement of the private storm drainage facilities shall be shared equally, with the owner of each lot within the Chaffey Property being responsible for a proportionate percentage of such costs. The need for, extent of and all other aspects of such maintenance, repair and replacement shall be determined by agreement of the owners of at least a majority of the lots located within the Chaffey Property. Notwithstanding the foregoing, the owner of each lot within the Chaffey Property benefited by this easement shall repair at its own cost any damage to the private storm drainage facilities caused by such owner.

3. Remedies. The owner of each lot within the Chaffey Property benefited by this easement shall have the right to enforce by proceedings at law or in equity, including injunctive relief, all easements, conditions, covenants and restrictions now or hereafter imposed by the provisions of this Easement Agreement, or any amendment thereto, it being agreed that the remedy at law for the breach or violation of any of these easements, covenants, conditions or restrictions (except those, if any, requiring the payment of a liquidated sum) is not adequate. Failure by any such owner to enforce any easement, covenant, condition or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

4. Miscellaneous.

a. Easements to Run with Land. The easements described herein shall be perpetual and shall run with the land for the benefit of the respective grantees, and their respective heirs, successors and assigns, and for the benefit of the respective lots owned by such grantees.

b. Attorneys' Fees. In the event the owner of any lot files any suit or action, or commences any other legal proceeding to enforce the terms of this Easement Agreement, the nonprevailing party shall be required to pay all reasonable attorneys' fees incurred in such suit, action or proceeding by the prevailing party or parties.

c. Severability. If any provision of this Easement Agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Easement Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

d. Amendments. This Easement Agreement may not be amended except by written agreement signed by the owners of all of the lots located within the Chaffey Property benefited by this easement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

[Handwritten signature]



IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CHAFFEY HOMES, INC.

SUNSET VIEW:

Sunset View Condominium Developer LLC,
a Washington Limited Liability Company

Rex Orkney
1250 Sunset View

Wm Reed
member

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

On this 7th day of February 2007, before me personally appeared Rex Orkney to me known to be the manager of the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

Given under my hand and official seal this 7th day of February, 2007



Jane E. Nelson
Notary Public in and for the State of Washington.
Name printed Jane E. Nelson
Residing at Anacortes
commission expires 6/1/09

State of Washington }
County of SKAGIT } ss

On this 7th day of February, 2007, before me, the undersigned Notary Public, personally appeared William Obrock and personally known to me or proved to me on the basis of satisfactory evidence to be a member of the limited liability company that executed the Agreement to be the free and voluntary act and deed of the Limited Liability company by authority of statute, its articles of organization or its operating agreement for the uses and purposes therein mentioned and he was authorized to execute this Agreement and in fact executed the Agreement on behalf of the Limited Liability Company.

By Jane E. Nelson
Notary Public in and for the State of Washington My commission expires 6/1/09
Residing at Anacortes

