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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)

<b>Document Title(s):</b>	CHICAGO TITLE CO. 1962948 SKAGIT COUNTY WASHINGTON REAL ESTATE EXCISE TAX
Temporary Construction and Slope Easement	
<b>Reference Number(s) of Related Documents:</b> n/a	FEB 08 2007
<b>Grantor(s):</b>	Amount Paid \$ Skagit Co. Treasurer Deputy
Sunset View Condominium Developer LLC, a Washington Limited Liability Company	By <i>[Signature]</i>
<b>Grantee(s):</b>	
Chaffey Homes Incorporated, a Washington corporation	
<b>Abbreviated Legal Description(s):</b> Portion of Block 12, 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	
<b>Assessor's Property Tax Parcel/Account Number(s):</b>	
P58982; P60626; P60628; P60642; P60643 60647, 60655	
<b>ACCOMMODATION RECORDING</b>	Chicago Title Company has placed this document for recording as a customer courtesy and accepts no liability for its accuracy or validity

*[Handwritten initials]*

## TEMPORARY CONSTRUCTION AND SLOPE EASEMENT

THIS TEMPORARY CONSTRUCTION AND SLOPE EASEMENT 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"):

A strip of land 10 feet wide adjacent to, contiguous with and on the east side of the following-described parcel:

That portion of Block 12, First Plat of Ship Harbor filed in Volume 1 of Plats at page 13, Records of Skagit County, Washington, described as follows:

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 point of beginning of this 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; then southerly along said curve through a central angle of 106°52'07" and an arc distance of 87.66 feet to a point on the west line of said Block 12 which is 75.50 feet from the point of beginning of this description; thence N 02°13'36"E, a distance of 75.50 feet to the point of beginning of this 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 constructing roadway and sidewalk improvements on adjacent property and constructing related cut and fill slopes upon the Easement Property.

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

1. Temporary Construction Easement. Sunset View hereby grants to Chaffey, and its respective successors and assigns, a non-exclusive easement on, in, over and across the Easement Property for a temporary period of time commencing upon 1/13, 2006, and continuing until completion of construction of the roadway and sidewalk improvements on the



200702080105

Skagit County Auditor

adjacent property. The grantees shall have the right to use such easement for construction access, excavation, construction of shoring, staging and other construction activities in connection with the construction of the roadway and sidewalk improvements on the adjacent property. Costs of the work to be performed on the Easement Property shall be the sole expense of the Grantee and its successors and assigns.

2. Slope 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 cut and fill slopes required in connection with the construction and maintenance of roadway and sidewalk improvements on the adjacent property.

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.

CHAFFBY HOMES, INC.

SUNSET VIEW:

Sunset View Condominium Developer LLC,  
a Washington Limited Liability Company

[Signature]

[Signature]

and

member

STATE OF WASHINGTON

COUNTY OF Skagit

On this 7<sup>th</sup> 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 w authorized to execute said instrument.

Given under my hand and official seal this 7<sup>th</sup> day of February, 2007.

[Signature]  
Notary Public in and for the State of Washington  
Name printed Jane E. Nelson  
Residing at AWACORTES  
My commission expires 6/1/09

State of Washington

County of Skagit

On this 7<sup>th</sup> 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 Temporary construction slope easement 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 on oath stated that he was authorized to execute this easement and in fact executed the easement on behalf of the Limited Liability Company.

By [Signature] Residing at AWACORTES

Notary Public in and for the State of Washington commission expires 6/1/09

[Notary Seal]  
JANE E. NELSON  
NOTARY PUBLIC  
STATE OF WASHINGTON  
COMMISSION EXPIRES  
JUN 1 2009

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