



200704270076

Skagit County Auditor

Filed for Record by:

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McGoffin Inc. P.S.
103 N. Township
Sedro-Woolley, WA 98284

DEED FOR ACCESS EASEMENT

Grantor: CULTUS VIEW, L.L.C.
Grantee: DOUGLAS D. DIMOCK and BEVERLY L. DIMOCK, husband
and wife; MARK A. KAUFMAN and BARBARA J. KAUFMAN, husband
and wife.
Legal Description: (abbreviated): Lot 1 of Skagit Short Plat PL04-0355;
Ptn of SE $\frac{1}{4}$, Sec. 1, Township 34 North, Range 4 East, W.M.
Additional on page 6.
Assessor's Tax Parcel ID#: 340401-0-021-0800 (P123385)

This Easement Deed Agreement is made this 25th day of
January, 2007, between CULTUS VIEW, L.L.C. ("Grantor"
herein) and DOUGLAS D. DIMOCK and BEVERLY L. DIMOCK,
husband and wife; and MARK A. KAUFMAN and BARBARA J.
KAUFMAN, husband and wife (collectively "Grantee" herein).

Witnesseth:

WHEREAS, Grantor is the owner of the real property
described in Exhibit A attached hereto and by this
reference made a part hereof, and

WHEREAS, Grantee is the owner of the real property
described in Exhibit B attached hereto and by this
reference made a part hereof, and

WHEREAS, Grantor intends to grant to Grantee an access
easement to Sawyer Court upon and across a portion of
Grantor's property above, said portion described in Exhibit
C attached hereto and by this reference made a part hereof,
to benefit Grantee's property.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, Grantor hereby grants to Grantee the following described easement.

1. Easement Grant. Grantor grants to Grantee a non-exclusive perpetual easement for ingress, egress, and utilities, in, under, upon, over, and through a portion of the real property described in attached Exhibit A, which easement dimensions are specifically described in attached Exhibit C, to the real property described in attached Exhibit B.

2. Easement Use. The easement use is limited to ingress, egress, and utilities necessary for residential activities on the real property described in attached Exhibit B, and which use shall not be enlarged or altered without written amendment. Grantor reserves the right to use the easement property, so long as such use does not interfere with Grantee's rights herein.

3. Easement Improvement. The cost of installation and removal of improvements, operation, maintenance, and repair of the easement for Grantee's use shall be solely Grantee's responsibility. Grantee shall not allow any lien or charge to be levied against Grantor's property and shall keep the easement free of all debris.

4. Hold Harmless. Grantee shall release, indemnify and promise to defend and save harmless Grantor from and against all liability, loss, damage, expense, actions and claims, including costs and reasonable attorney's fees, incurred by the exercise of Grantee's rights and the obligations herein.

5. No Warranty. Grantor does not warrant title to its property and shall not be liable for defects thereto or failure thereof.

6. Covenants Running with the Land. The rights, grants, agreements, easements, duties and obligations set forth in this agreement shall run with the land, and shall be binding upon and benefit the owners of the real property described in attached Exhibit A and B and their successors and assigns.

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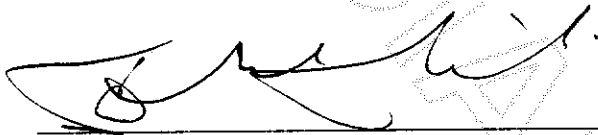
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7. Successors. The rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns.

8. Governing Law. The laws of the State of Washington shall govern this Agreement. Any provision of this Agreement which shall prove to be invalid, void or illegal, shall in no way affect, impair or invalidate any other provisions hereof.


Executed as of the date hereinabove set forth.

GRANTOR:



CULTUS VIEW, L.L.C.
By: Robert W. Janicki
Its: Managing Member

GRANTEE:


DOUGLAS D. DIMOCK
BEVERLY L. DIMOCK
MARK A. KAUFMAN
BARBARA J. KAUFMAN

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

APR 27 2007

Amount Paid \$ 8
Skagit Co. Treasurer
By SP Deputy

3.

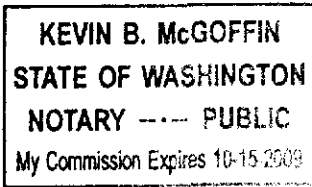


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STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that ROBERT W. JANICKI is the person who appeared before me on this 25th day of January 2007, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Managing Member of CULTUS VIEW, L.L.C. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Witness my hand and official seal hereto affixed this 25th day of January 2007.

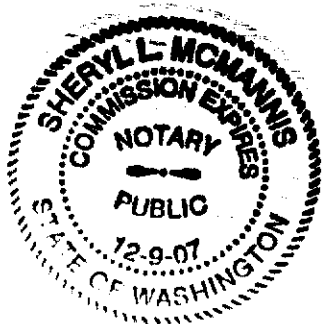


[Signature]
Notary Public in and for the
State of Washington, residing
at: Sedro-Woolley, WA
My commission expires: 10-15-2009

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that DOUGLAS D. DIMOCK and BEVERLY L. DIMOCK, husband and wife, are the persons who appeared before me on this 8th day of March, 2007, and said persons acknowledged they signed this instrument and acknowledged it to be their free and voluntary act for the purposes mentioned in the instrument.

Witness my hand and official seal hereto affixed this 18th day of March 2007.



[Signature]
Notary Public in and for the
State of Washington, residing
at: Skagit Co
My commission expires: 12.9.07

4.

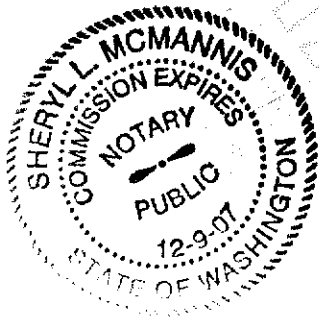


Skagit County Auditor

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that MARK A. KAUFMAN and BARBARA J. KAUFMAN, husband and wife, are the persons who appeared before me on this 18th day of January, 2007, and said persons acknowledged they signed this instrument and acknowledged it to be their free and voluntary act for the purposes mentioned in the instrument.

Witness my hand and official seal hereto affixed this 18th day of January 2007.



Sheryl L. McMannis
Notary Public in and for the
State of Washington, residing
at: Skagit Co
My commission expires: 12.9.07



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Exhibit "A"
(Grantor's Property)

Lot 1 of SKAGIT COUNTY SHORT PLAT NO. PL04-0355, as approved September 26, 2005, and recorded September 26, 2005, under Auditor's File No. 200509260208, records of Skagit County, Washington; being a portion of the Southeast Quarter of Section 1, Township 34 North, Range 4 East of the Willamette Meridian.

Situate in the Town of Clear Lake, Skagit County, Washington.



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Exhibit "B"
(Grantee's Property)

Lot A of SKAGIT COUNTY SHORT PLAT NO. PL04-0740, as approved September 26, 2005, and recorded September 26, 2005, under Auditor's File No. 200509260210, records of Skagit County, Washington; being a portion of the Southeast Quarter of Section 1, Township 34 North, Range 4 East of the Willamette Meridian.

Situate in the Town of Clear Lake, Skagit County, Washington.



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Exhibit "C"
(Easement Dimensions)

That portion of the south 10 feet of Lot 1, Short Plat No. PL04-0355 recorded under Auditor's File Number 200509260208, records of Skagit County, Washington lying west of the west line of Sawyer Court as shown on Short Plat No. PL04-0355.

Situate in the Town of Clear Lake, Skagit County, Washington.

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