

Filed for Record at Request of:

Matthew T. Stamps
CHMELIK SITKIN & DAVIS P.S.
1500 Railroad Avenue
Bellingham, WA 98225
(360) 671-1796



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Skagit County Auditor

3/31/2008 Page 1 of 22 10:25AM

DOCUMENT TITLE:

NON-EXCLUSIVE ROAD ACCESS AND UTILITY EASEMENT AGREEMENT

REFERENCE NUMBER OF RELATED DOCUMENT:

NA

GRANTORS:

MARVIN PORTIS and JEANETTE PORTIS

GRANTEES:

RUSSELL PITTIS and KATHERINE PITTIS

ABBREVIATED LEGAL DESCRIPTION:

Ptn. NE ¼ of Section 18-T34N-R2E; additional legal on Exhibit A of document
Ptn. NW ¼ of Section 17-T34N-R2E; additional legal on Exhibit A of document
Lots 1-16, Blk 123, Plat Townsite of Gibraltar; additional legal on Exhibit D of document

ASSESSOR'S TAX PARCEL NUMBER(S):

P20486 (340218-1-003-0003)
P20445 (340217-2-011-0002)
P73611 (4109-123-016-0004)

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

MAR 31 2008

Amount Paid \$
Skagit Co. Treasurer:
By MF Deputy

NON-EXCLUSIVE ROAD ACCESS AND UTILITY EASEMENT AGREEMENT

THIS NON-EXCLUSIVE ROAD ACCESS AND UTILITY EASEMENT AGREEMENT (the "Agreement") is made and entered into this 19th day of March, 2008 by and between Marvin Portis and Jeanette Portis, husband and wife, and the marital community thereof, ("Grantors") and Russell Pittis and Katherine Pittis, husband and wife, and the marital community thereof (the "Grantees") and Kenny Portis, an individual. Grantors, Grantees and Kenny Portis may be individually referred to herein as "Party" and may be collectively referred to herein as the "Parties."

I. RECITALS

WHEREAS, Grantors own, in fee simple, certain real property located in Skagit County, Washington, legally described in Exhibit "A" attached hereto (the "Servient Estate"); and

WHEREAS, Grantors granted to Public Utility District No. 1 of Skagit County, Washington, (the "PUD") a 60-foot ingress, egress and utilities easement across the Servient Estate shown as Parcel "B" in Record of Survey filed under Skagit County Auditor's File No. 199912020055, a true and correct copy of which is attached hereto as Exhibit "B" (the "PUD Access Easement"); and

WHEREAS, Grantors granted the PUD an additional utility easement across, under and upon a triangle-shaped parcel located in the southwest corner of the Servient Estate lying southwesterly of the southwesterly margin of the PUD's Access Easement, the boundaries of which are illustrated and legally described in the PUD Utility Easement Agreement recorded under Skagit County Auditor No. 200606230111, a true and correct copy of which is attached hereto as Exhibit "C" (the "PUD Utility Easement"); and

WHEREAS, Kenny Portis transferred all his ownership interest in the Servient Estate to Grantors by quit claim deeds recorded under Skagit County Auditor Nos. 200406090095 and 200406090097; and

WHEREAS, Grantees own, in fee simple, certain real property adjacent to the Servient Estate legally described in Exhibit "D" attached hereto (the "Dominant Estate"); and

WHEREAS, Grantors wish to grant Grantees certain non-exclusive road access and utilities easements across the Servient Estate.

NOW THEREFORE, the Parties hereby enter into this Agreement pursuant to the following terms and conditions.

II. TERMS AND CONDITIONS

1. Easement.

1.1 In consideration of Ten Dollars (\$10.00) in hand paid, the mutual benefit of all Parties derived herein, and other good and valuable consideration, receipt of which is hereby acknowledged, Grantors hereby convey to Grantees a 60-foot non-exclusive road access and utilities easement across, below and above that area shown as Parcel



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"B" in Record of Survey filed under Skagit County Auditor's File No. 199912020055, and legally described in Exhibit "E" attached hereto, for the purpose of providing ingress, egress and utilities from Sunrise Estates Drive to a single-family residence and appurtenant outbuildings including a mother-in-law suite to be built by or for the Grantees on the Dominant Estate and for the purpose of providing utilities from the southwest boundary of the Servient Estate to the Dominant Estate (the "Road and Utilities Easement").

1.2 In addition, Grantors hereby convey Grantees the following connecting easements:

1.2.1 Grantors hereby convey a 20-foot non-exclusive driveway and utilities easement (the "Driveway and Utilities Easement") across, below and above a portion of the Servient Estate for the purpose of connecting the Dominant Estate to the Road and Utilities Easement. The location of the Driveway and Utilities Easement will be determined by Grantees and legally described in Exhibit "F" by subsequent amendment to this Agreement as provided herein.

1.2.2 Grantors hereby convey a 10-foot non-exclusive utilities easement (the "10-Foot Utilities Easement") across, below and above a 10-foot strip of land abutting the southern margin of the Servient Estate from the westerly margin of the Driveway and Utilities Easement to the easterly margin of the Road and Utilities Easement for the purpose of providing utilities from the southwest boundary of the Servient Estate to the Dominant Estate. The location of the 10-Foot Utilities Easement will be legally described in Exhibit "G" by subsequent amendment to this Agreement.

1.2.3 Grantors hereby convey a non-exclusive utilities easement (the "Corner Utilities Easement") across, under and upon a triangle-shaped area located in the southwest corner of the Servient Estate lying southwesterly of the southwesterly margin of the Road and Utilities Easement for the purpose of providing utilities from the southwest boundary of the Servient Estate to the Dominant Estate. The Corner Utilities Easement is legally described in Exhibit "H".

1.3 The easements established herein are referred to collectively as the "Easement".

1.4 For purposes of the Easement, the term "utilities" includes, but is not limited to, gas, water, electricity, telephone, cable and internet, regardless of whether any such utility service is presently available.

1.5 The Easement shall terminate if Russell and Katherine Pittis transfer the Dominant Estate to a third party as a vacant, unimproved lot. In this regard, Russell and Katherine Pittis shall execute a recoveyance of this easement at or prior to sale.

2. Use.

2.1 Grantees shall use the Easement only for the purposes described herein and, shall not do, or permit to be done, any act or thing which would interfere with the PUD's reasonable use of its easements as referenced herein. Grantors shall not do, or permit to be done, any act or thing which would interfere with the uses described herein.



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2.2 Subject to the limitations set forth herein, Grantors may temporarily close the Access Road (defined below) to the extent reasonably necessary to accommodate road improvement and/or land development activities on the Servient Estate. Absent an emergency, Grantors shall not close the Access Road without first providing 48 hours notice to Grantees and obtaining Grantees' consent, such consent not to be unreasonably conditioned, denied, delayed or withheld. Notice shall be deemed effective upon confirmed receipt of such notice. In the event temporary closure is necessary, Grantors shall make a good faith effort to avoid closing the road for more than 2 consecutive hours at a time. Following any such land improvement activities, Grantors shall restore the Access Road to the same (or better) condition that it was in immediately prior to commencement of said work.

3. **Restoration, Installation and Maintenance.**

3.1 *Access Road.* Following construction of the residence and driveway (defined below) on the Dominant Estate, Grantees shall restore the existing gravel access road located within the Road and Utilities Easement (the "Access Road") to the condition that it was in immediately prior to commencement of said construction.

3.2 *Access Gate.* Grantees shall remove the existing gate located at or near the point where the Access Road meets Sunrise Estates Drive. Grantees shall install at their own expense a replacement gate on the Servient Estate at or near the point where the Access Road meets Sunrise Estates Drive. Grantees shall select the location and design of the gate with the consent of Kenny Portis on behalf of Grantors, which consent shall not be unreasonably withheld, conditioned, denied or delayed. The Access Gate shall remain closed and appropriately secured at all times, except to accommodate authorized ingress and egress.

3.3 *Signage.* Grantees shall install at their own expense both a "no trespassing" sign and a sign indicating that the Access Road is a private road (collectively, "Signage"). The Signage shall be posted on or near the Access Gate.

3.4 *Maintenance.* Maintenance of the Access Road, Access Gate and Signage shall be the sole responsibility of Grantees subject to the right to receive contribution for any damage caused by the PUD: provided, that upon the sale of, or commencement of construction of a residence and/or structure on, all or any of that portion of the Servient Estate identified in Exhibit A hereto as Skagit County Tax Parcel No. P20486 (the "Section 18 Parcel"), said maintenance costs shall be shared equally between Grantees and the owners of said property; provided further, that Grantees' obligation for said maintenance, and its share in the costs thereof, shall terminate upon the earlier of the following events: (i) upon the sale of a third parcel of land located within, or commencement of construction of a third residence and/or structure on, the Section 18 Parcel; or (ii) formation of a road association to serve any owners and/or residents of all or any portion of the Section 18 Parcel. Following any development work on the Servient Estate, Grantors shall restore the Access Road to the same or better condition that it was in immediately prior to said work.

3.5 *Driveway.* Construction and maintenance of a driveway to connect the Dominant Estate to the Access Road (the "Driveway") shall be the sole responsibility of Grantees. Fill materials used to construct the Driveway and connect it to the Access Road shall not be obtained from the Servient Estate. Fill used in the construction of the



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Driveway will consist of pit run, crushed base or other similar material, and will not be comprised of dirt or other organic material. The Driveway surface shall be a minimum of 3" of 1 1/4 minus compacted. The grade and slope of the Driveway shall approximate the existing grade and slope of the land. Grantees shall be required to install a culvert under the Driveway, but only if necessary to prevent the Driveway from substantially interfering with the existing natural drainage of the land. Trees removed from the Servient Estate during construction of the Driveway shall be limbed and cut into 16" lengths, stacked and left for Grantors. The location and design of the Driveway shall be selected by Grantees with the consent of Kenny Portis on behalf of Grantors, such consent not to be unreasonably conditioned, denied, delayed or withheld. Following approval and construction of the Driveway, this Agreement shall be amended to include the legal descriptions of the Driveway and Utilities Easement and the 10-Foot Utilities Easement as Exhibits "F" and "G", respectively.

3.6 **Utilities.** Installation and maintenance of utilities within the Easement shall be the sole responsibility of Grantees. Grantors shall be allowed to access such utilities to service any property situated on the Servient Estate. Provided that if Grantors access any utilities to service any property situated on the Servient Estate, they shall pay no latecomer fee. This right shall not extend to successors. Provided further, if Grantors or successors access any utilities to service any property situated on the Servient Estate, then any such benefitted individual or entity shall pay its proportionate share of the cost of maintaining such utilities.

4. **Compliance with Laws.** Any roadways or driveways constructed within or adjacent to the easement area shall comply with all applicable state and/or county requirements.

5. **Speed Limit.** The speed limit for the Access Road shall be 15 MPH; provided, that upon 7 days confirmed notice to Grantees, Grantors may reduce the speed limit to 10 MPH. The speed limit may be reduced or increased at any time upon the mutual consent of all Parties. The speed limit is at all times subject to change to the extent necessary to comply with applicable law.

6. **Motor Bikes and All Terrain Vehicles ("ATV").** No motor bikes or ATVs shall be permitted on the Access Road unless said vehicles are street legal, except where special permission for limited use is granted by Kenny Portis and/or Grantors and communicated to Grantees. Said permission may be revoked at any time upon reasonable notice to Grantees.

7. **Policing.** Upon notice, Grantees shall report any unauthorized use of the Access Road to Kenny Portis and, upon his reasonable request, to the Skagit County Sheriff's Office.

8. **Commencement.** This Agreement shall become effective upon the execution and recording with the Skagit County Auditor.

9. **Duration and Binding Effect.** This Agreement and all rights and obligations associated herewith, and the covenants contained herein, shall be perpetual in duration, shall constitute covenants running with the land, shall be binding on the Parties and all successors, assignees, devisees, or transferees of the Parties and shall, in all respects, attach to the individual properties legally described in this Agreement.



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10. **Not a Public Dedication.** Nothing herein contained shall be deemed to be a gift or dedication of any portion of real property described herein to the general public, or for any public use or public purpose whatsoever. No other right, privilege, or immunity of any Party hereto shall inure to the benefit of any third party, nor shall any third party be deemed to be a beneficiary of any of the provisions contained herein, except as specifically noted herein.

11. **Venue and Governing Law.** Venue of any legal action brought under the terms of this Agreement shall be in the Superior Court for Skagit County, Washington. This Agreement shall be governed by the laws of the State of Washington.

12. **Remedies.** In the event of any dispute arising hereunder, the Parties agree that damages may be inadequate and that either Party may be entitled to specific performance.

13. **Fees and Costs.** If, by reason of any default or breach on the part of any Party hereto in the performance of any of the provisions of this Agreement, a legal action is instituted, the losing Party agrees to pay all reasonable costs and attorneys' fees incurred by the prevailing party in connection therewith.

14. **Understanding of Agreement.** Each Party acknowledges that such Party has read this Agreement and understands its contents, that such Party has had the opportunity to have this Agreement reviewed by an attorney of such Party's choice, and that such Party either has consulted with an attorney or voluntarily has chosen not to consult with an attorney before signing this Agreement.

15. **Amendment.** No modification, termination or amendment of this Agreement may be made except by written agreement signed by all Parties, except as provided herein.

16. **Waiver.** No failure by any Party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or any other covenant, agreement, term or condition. Any Party hereto, by notice, and only by notice as provided herein may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other Party hereto. No waiver shall affect or alter this Agreement, and each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

17. **Captions.** The captions of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Agreement.

18. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.



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19. **Neutral Authorship.** Each of the provisions of this Agreement has been reviewed and negotiated, and represents the combined work product of all Parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the Party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.

20. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto and incorporates and supersedes all prior agreements and negotiations. It may not be modified or supplemented in any manner or form whatsoever, either by course of dealing or parol or written evidence of prior agreements and negotiations, except upon the written agreement of both parties.

21. **Exhibits.** All exhibits attached hereto are incorporated by reference as if fully set forth herein.

22. **Further Assurances.** The Parties will take all reasonable actions to cooperate with each other in connection with this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Easement on the day and year first above written.



MARVIN PORTIS

3-19-08

Date



RUSSELL PITTIS

3-19-08

Date



JEANETTE PORTIS

3-19-08

Date



KATHERINE PITTIS

3-19-08

Date



KENNY PORTIS

3-19-08

Date



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Skagit County Auditor

STATE OF WASHINGTON)
) ss.
County of Skagit)

This is to certify that on the 19th day of MARCH, 2008, before me the undersigned Notary Public in and for the State of Washington, personally appeared **MARVIN PORTIS**, to me known to be the individual described in and who executed the foregoing instrument and acknowledged to me that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Julienne M. Lindsey
NOTARY PUBLIC in and for the State of
Washington, residing at:
ANACAPTES, WA 98221
My commission expires 07-24-08

STATE OF WASHINGTON)
) ss.
County of Skagit)

This is to certify that on the 19th day of MARCH, 2008, before me the undersigned Notary Public in and for the State of Washington, personally appeared **JEANETTE PORTIS**, to me known to be the individual described in and who executed the foregoing instrument and acknowledged to me that he signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Julienne M. Lindsey
NOTARY PUBLIC in and for the State of
Washington, residing at:
ANACAPTES, WA 98221
My commission expires 07-24-08

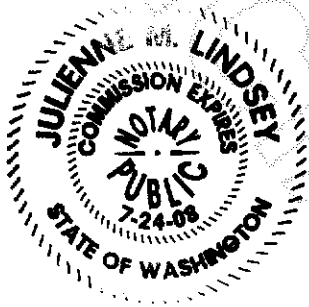


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STATE OF WASHINGTON)
) ss.
County of Skagit)

This is to certify that on the 19th day of MARCH, 2008, before me the undersigned Notary Public in and for the State of Washington, personally appeared **KENNY PORTIS**, to me known to be the individual described in and who executed the foregoing instrument and acknowledged to me that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Julienne M. Lindsey
NOTARY PUBLIC in and for the State of
Washington, residing at:
ANACORTES, WA

My commission expires 07-24-08

STATE OF WASHINGTON)
) ss.
County of Skagit)

This is to certify that on the 19th day of MARCH, 2008, before me the undersigned Notary Public in and for the State of Washington, personally appeared **RUSSELL PITTIS**, to me known to be the individual described in and who executed the foregoing instrument and acknowledged to me that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Julienne M. Lindsey
NOTARY PUBLIC in and for the State of
Washington, residing at:
ANACORTES, WASHINGTON

My commission expires 07-24-08

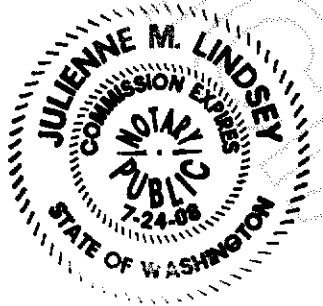


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Skagit County Auditor

STATE OF WASHINGTON)
) ss.
County of Skagit)

This is to certify that on the 19th day of March, 2008, before me the undersigned Notary Public in and for the State of Washington, personally appeared **KATHERINE PITTIS**, to me known to be the individual described in and who executed the foregoing instrument and acknowledged to me that he signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Julienne M. Lindsey
NOTARY PUBLIC in and for the State of
Washington, residing at:
ANACORTES, WASHINGTON
My commission expires 07-24-08



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Skagit County Auditor

EXHIBIT "A"
(GRANTORS' PROPERTY)

The land referred to herein is situated in the County of Skagit, State of Washington, and is described as follows:

ACREAGE ACCOUNT, ACRES 39.50, SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 34 NORTH, RANGE 2 EAST, EXCEPT A PORTION OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE NORTH 00 DEGREES 58' 17" WEST ALONG THE WEST LINE OF SAID SOUTHEAST 1/4 OF THE NORTHEAST 1/4, A DISTANCE OF 389.17 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 0 DEGREES 58' 17" WEST, 208.00 FEET; THENCE NORTH 89 DEGREES 01' 43" EAST, A DISTANCE OF 104.00 FEET; THENCE SOUTH 0 DEGREES 58' 17" EAST A DISTANCE OF 208.00 FEET; THENCE SOUTH 89 DEGREES 01' 43" WEST, A DISTANCE OF 104.00 FEET TO THE TRUE POINT OF BEGINNING.

SKAGIT COUNTY TAX PARCEL NO. P20486 (340218-1-003-0003)

ACREAGE ACCOUNT, ACRES 13.16, SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 34 NORTH, RANGE 2 EAST W.M. EXCEPT THE SOUTH 300 FEET OF THE NORTH 360 FEET OF THE EAST 990.63 FEET OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4.

SKAGIT COUNTY TAX PARCEL NO. P20445 (340217-2-011-0002)



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Skagit County Auditor

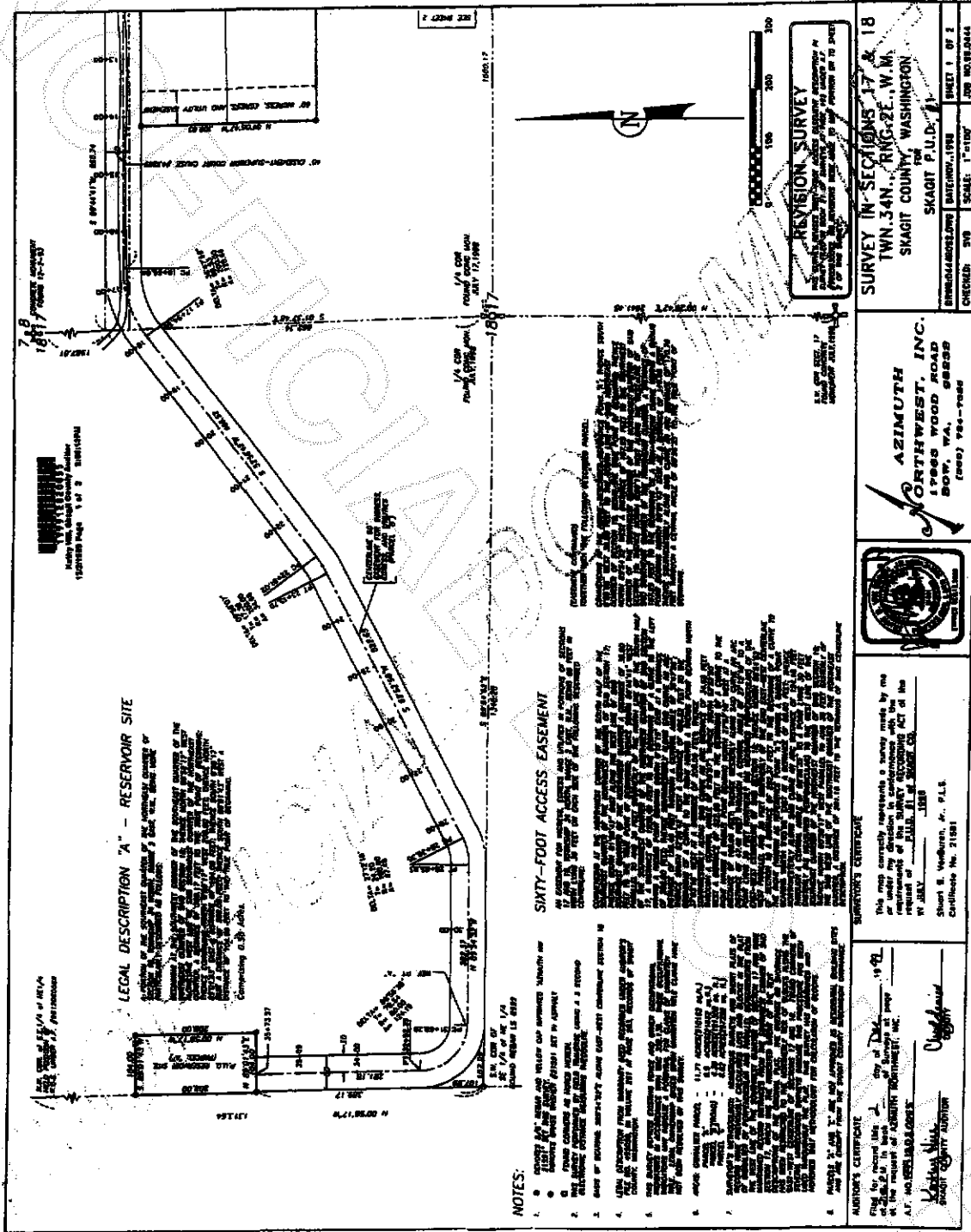
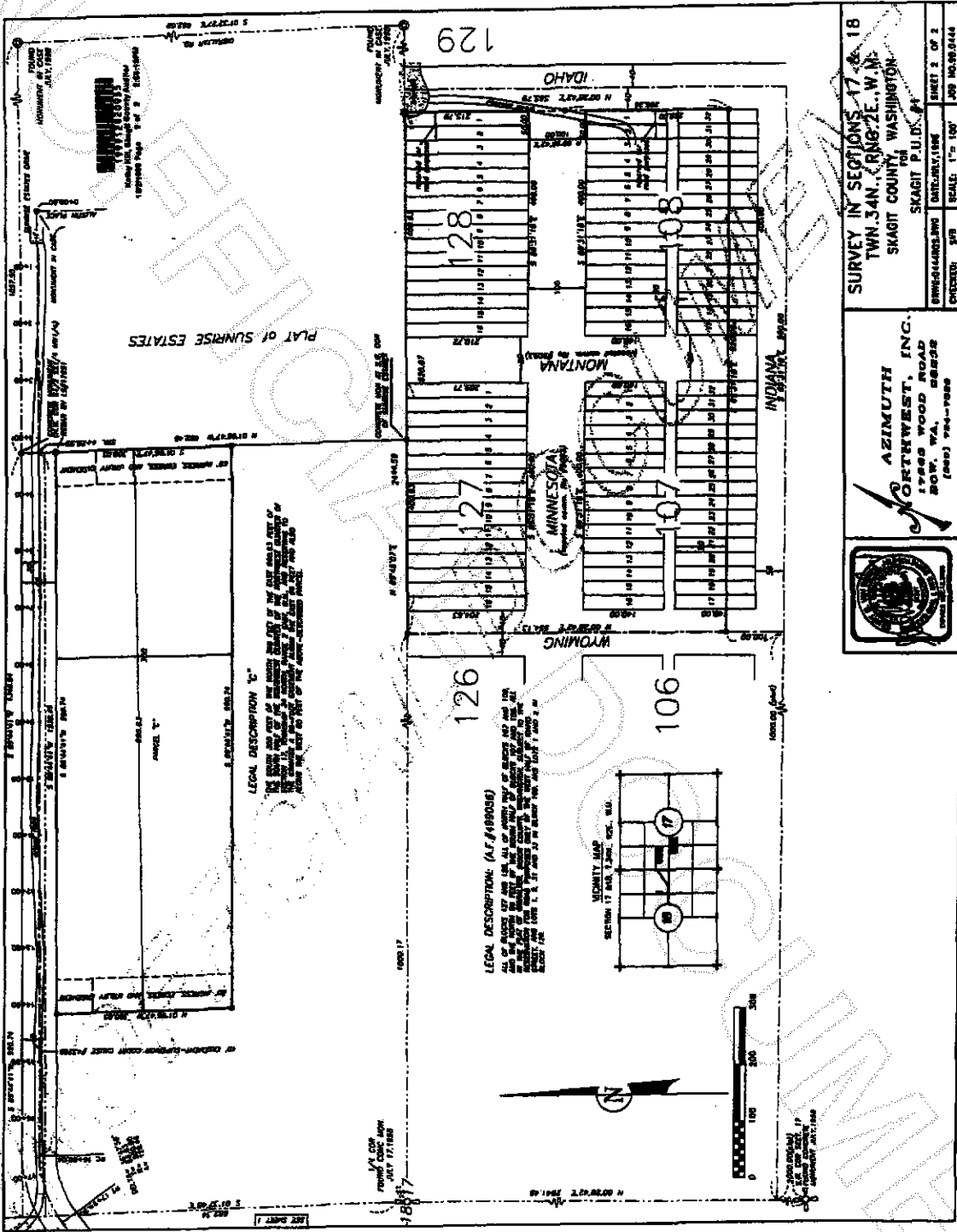


EXHIBIT B

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SURVEY IN SECTIONS 17 & 18
TWN. 34N., R18E, W1E.
SKAGIT COUNTY, WASHINGTON

SKAGIT P.U.D. #1

ENGINEER: [Name] DATE: [Date]
 CHECKED: [Name] SCALE: 1" = 100' JOB NO. 08.044

SHEET 2 OF 2

AZIMUTH NORTHWEST, INC.
 1788 WOOD ROAD
 BOY, WA, 98938
 (509) 794-1988



RETURN TO:
Public Utility District No. 1 of Skagit County
1415 Pradway Drive
P.O. Box 1436
Mount Vernon, WA 98273-1436

PUD UTILITY EASEMENT

THIS AGREEMENT is made this 12 day of June, 2006, between MARVIN D. PORTIS AND JEANETTE M. PORTIS, husband and wife, hereinafter referred to as "Grantors", and PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY, WASHINGTON, a Municipal Corporation, hereinafter referred to as "District". Witnesseth:

WHEREAS, Grantors are the owners of certain lands and premises situated in the County of Skagit, and

WHEREAS, the District wishes to acquire certain rights and privileges along, within, across, under, and upon the said lands and premises.

NOW, THEREFORE, Grantors, for and in consideration of the payment of \$7,140.00 and other valuable consideration, receipt of which is hereby acknowledged, conveys and grants to the District, its successors or assigns, the perpetual right, privilege, and authority enabling the District to do all things necessary or proper in the construction and maintenance of a water and communication, lines or other similar public services related facilities, including the right to construct, operate, maintain, inspect, improve, remove, restore, alter, replace, relocate, connect to and locate at any time a pipe or pipes, line or lines or related facilities, along with necessary appurtenances for the transportation and control of water and electronic information on facilities over, across, along, in and under the following described lands and premises in the County of Skagit, State of Washington, to wit:

P20486
(See Easement Map Exhibit "A" - Attached)

That portion of the following described parcel lying Southwesterly of the Southwesterly margin of a 60-foot ingress, egress and utilities easement shown as Parcel "B" in Record of Survey filed under Auditor's File No. 199912020055.

Beginning at the Southwest corner of the Southeast Quarter of the Northeast Quarter of Section 18, Township 34 North, Range 2 East, W.M.; thence South 89 Degrees 54'52" East along the South line of said Southeast Quarter of the Northeast Quarter, a distance of 107.99 feet; thence North 45 Degrees 26'34" West a distance of 154.12 feet to a point on the West line of said Southeast Quarter of the Northeast Quarter lying 107.99 feet North of the Point of Beginning; thence South 0 Degrees 58'17" East along the West line of said Southeast Quarter of the Northeast Quarter, a distance of 107.99 feet to the Point of Beginning.

Situate in the County of Skagit, State of Washington.

together with the right of ingress to and egress from said lands across adjacent lands of the Grantor; also, the right to cut and/or trim all timber, trees, brush, or other growth standing or growing upon the lands of the Grantor which, in the opinion of the District, constitutes a menace or danger to said line or to persons or property by reason of proximity to the line. The Grantor agrees that title to all brush, other vegetation or debris trimmed, cut, and removed from the easement pursuant to this Agreement is vested in the District.

Grantors, their heirs, successors, or assigns hereby conveys and agrees not to construct or permit to be constructed structures of any kind on the easement area without written approval of the General Manager of the District. Grantors shall conduct their activities and all other activities on Grantor's property so as not to interfere with, obstruct or endanger the usefulness of any improvements or other facilities, now or hereafter maintained upon the easement or in any way interfere with, obstruct or endanger the District's use of the easement.



The Grantors also agree to and with the District that the Grantors lawfully own the land aforesaid, has a good and lawful right and power to sell and convey same, that same is free and clear of encumbrances except as indicated in the above legal description, and that Grantors will forever warrant and defend the title to said easement and the quiet possession thereof against the lawful claims and demands of all persons whomsoever.

The District shall maintain that portion of the access road to the above-described easement area, lying within the existing 60-foot wide easement recorded at AF No. 199912020055. Maintenance shall be sufficient to allow safe vehicle access to the Fidalgo Heights Tank. At a minimum, maintenance activities shall included annual application of herbicide to control weeds within the gravel roadbed.

Any mortgage on said land held by a mortgagee is hereby subordinated to the rights herein granted to the District; but in all other respects the mortgage shall remain unimpaired.

All claims against the District regarding the prior easement agreement over the subject property (AF No. 199912020055) are hereby released.

In Witness Whereof, the Grantors hereunto set their hand and seal this ²¹ 20th day of June, 2006.

Marvin D. Portis
MARVIN D. PORTIS

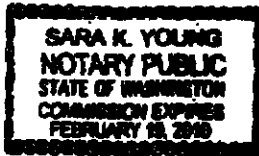
Jeanette M. Portis
JEANETTE M. PORTIS

STATE OF WASHINGTON
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that MARVIN D. PORTIS 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.

Date: 6/21/06

Sara K. Young
Notary Public in and for the State of Washington
My appointment expires: February 19, 2010



SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

JUN 23 2006

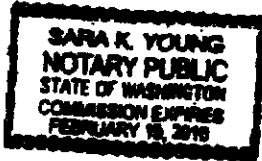
Notary Public
Skagit Co. Treasurer
By *Sara K. Young* Date

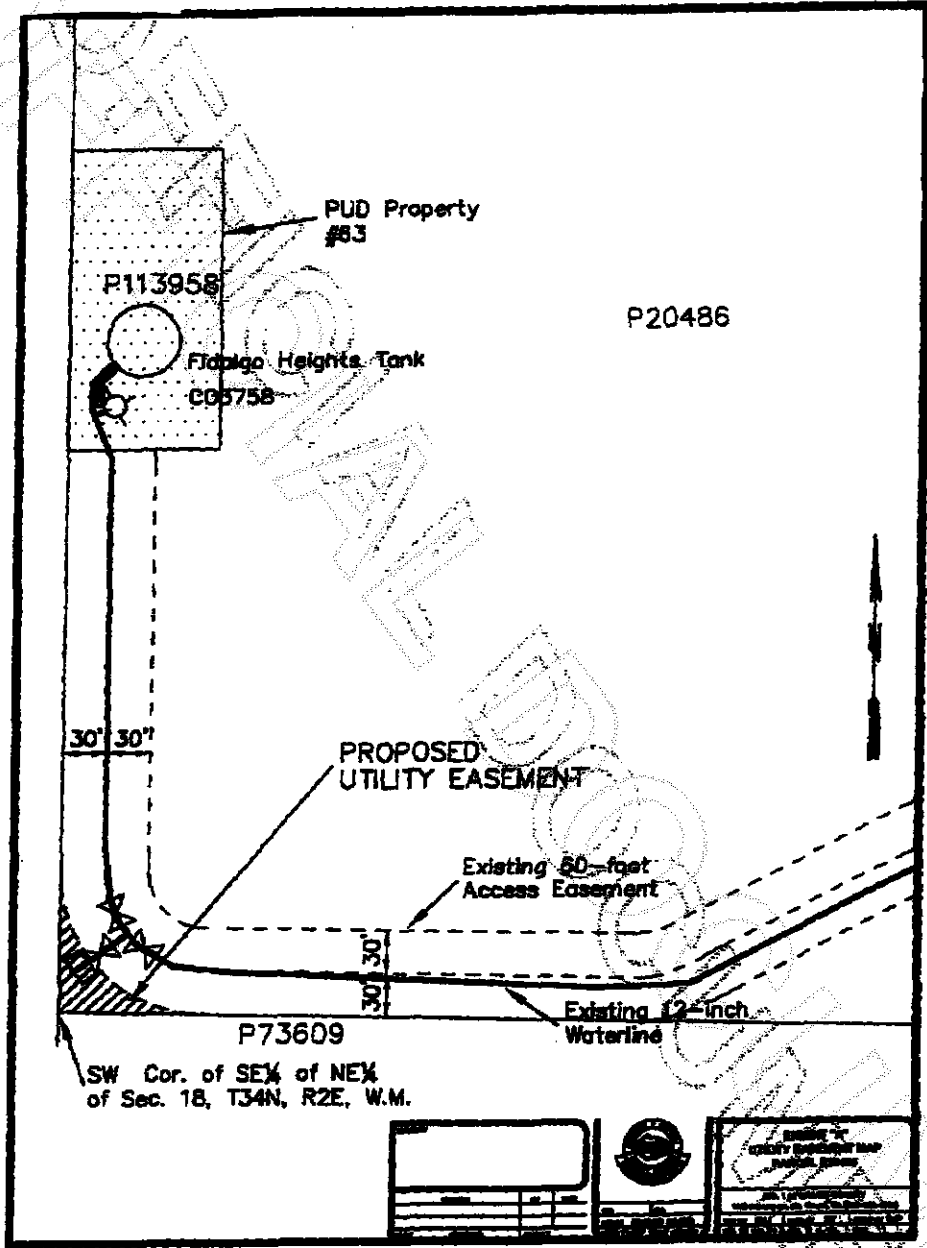
STATE OF WASHINGTON
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that JEANETTE M. PORTIS is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Date: 6/21/06

Sara K. Young
Notary Public in and for the State of Washington
My appointment expires: February 19, 2010





200803310115
 Skagit County Auditor

EXHIBIT "D"
(GRANTEES' PROPERTY)

The land referred to herein is situated in the County of Skagit, State of Washington, and is described as follows:

LOTS 1 THROUGH 16, INCLUSIVE, BLOCK 123, PLAT OF THE TOWNSITE OF GIBRALTER, SKAGIT COUNTY, WASHINGTON, U.S.A., ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGES 19 AND 20, RECORDS OF SKAGIT COUNTY WASHINGTON.

SKAGIT COUNTY TAX PARCEL NO. P73611 (4109-123-016-0004)



200803310115

Skagit County Auditor

EXHIBIT "E"
(ROAD AND UTILITIES EASEMENT AREA)

The land referred to herein is situated in the County of Skagit, State of Washington, and is described as follows:

AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES IN PORTIONS OF SECTIONS 17 AND 18, TOWNSHIP 34 NORTH, RANGE 2 EAST, W.M., BEING 60 FEET IN WIDTH LYING 30 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 17; THENCE SOUTH 01° 06' 47" EAST ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER A DISTANCE OF 30.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 89° 44' 41" WEST PARALLEL TO AND 30 FEET SOUTHERLY OF THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 17, A DISTANCE OF 1239.49 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS POINT BEARING SOUTH 0° 15' 19" EAST AT A DISTANCE OF 200.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 128.46 FEET THROUGH A CENTRAL ANGLE OF 36° 47' 58" THENCE SOUTH 52° 56' 42" WEST A DISTANCE OF 486.52 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS POINT BEARING NORTH 37° 03' 18" WEST AT A DISTANCE OF 200.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 34.68 FEET THROUGH A CENTRAL ANGLE OF 9° 56' 07"; THENCE SOUTH 62° 52' 50" WEST A DISTANCE OF 522.65 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS POINT BEARING NORTH 27° 07' 10" WEST AT A DISTANCE OF 100.00 FEET; THENCE WESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 47.48 FEET THROUGH A CENTRAL ANGLE OF 27° 12' 18" TO A POINT LYING 30 FEET NORTHERLY (AS MEASURED PERPENDICULAR) OF THE EAST-WEST CENTERLINE OF SAID SECTION 18; THENCE NORTH 89° 54' 52" WEST PARALLEL AND 30 FEET NORTHERLY OF THE SAID EAST-WEST CENTERLINE OF SECTION 18 A DISTANCE OF 282.37 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT (KNOWN AS REFERENCE POINT "A") HAVING A RADIUS POINT BEARING NORTH 0° 05' 08" EAST AT A DISTANCE OF 80.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 124.18 FEET THROUGH A CENTRAL ANGLE OF 88° 56' 35" TO A POINT LYING 30 FEET EASTERLY (AS MEASURED PERPENDICULAR) TO THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 18; THENCE NORTH 00° 58' 17" WEST PARALLEL TO AND 30 FEET EASTERLY OF THE SAID WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 281.18 FEET TO THE TERMINUS OF SAID CENTERLINE DESCRIPTION. TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL:

COMMENCING AT THE ABOVE-DESCRIBED REFERENCE POINT "A"; THENCE SOUTH 0° 05' 08" WEST 30.00 FEET TO THE SOUTH LINE OF SAID NORTHEAST QUARTER OF SECTION 18, BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 89° 54' 52" WEST A DISTANCE OF 107.99 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF



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SAID SECTION 18; THENCE NORTH 0° 58' 17" WEST ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 107.99 FEET TO THE BEGINNING OF A NON-TANGENT CURVE HAVING A RADIUS POINT BEARING NORTH 89° 01' 43" EAST AT A DISTANCE OF 110.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 170.76 FEET THROUGH A CENTRAL ANGLE OF 88° 56' 35" TO THE TRUE POINT OF BEGINNING.



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EXHIBIT "F"
(DRIVEWAY AND UTILITIES EASEMENT AREA)

Legal description to be provided by amendment to this Agreement.

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EXHIBIT "G"
(10-FOOT UTILITIES EASEMENT AREA)

Legal description to be provided by amendment to this Agreement.



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Skagit County Auditor

EXHIBIT "H"
(CORNER UTILITIES EASEMENT AREA)

THAT PORTION OF THE FOLLOWING DESCRIBED PARCEL LYING SOUTHWESTERLY OF THE SOUTHWESTERLY MARGIN OF A 60-FOOT INGRESS, EGRESS AND UTILITIES EASEMENT SHOWN AS PARCEL "B" IN RECORD OF SURVEY FILED UNDER AUDITOR'S FILE NO. 199912020055.

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 34 NORTH, RANGE 2 EAST, W.M.; THENCE SOUTH 89° 54' 52" EAST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 107.99 FEET; THENCE NORTH 45° 26' 34" WEST A DISTANCE OF 154.12 FEET TO A POINT ON THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER LYING 107.99 FEET NORTH OF THE POINT OF BEGINNING; THENCE SOUTH 0° 58' 17" EAST ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 107.99 FEET OF THE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

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Skagit County Auditor

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