

AFTER RECORDING RETURN TO:

D. B. Johnson Construction, Inc.
1801 Grove St., Unit B
Marysville, WA 98270



200806100120
Skagit County Auditor

6/10/2008 Page 1 of 5 11:31AM

CHICAGO TITLE CO.

19B3095

Document Title:

Exclusive Easement for Signage

ACCOMMODATION RECORDING

Chicago Title Company has placed
this document for recording as a
customer courtesy and accepts no
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Grantors:

D B. Johnson Construction, Inc., Owner of Lots 1, 2, 3, 93, and 96 of Cedar Heights PUD 1, Phase 1 according to the plat thereof recorded January 19, 2007, under AFN 200701190116 records of Skagit County , Washington Situate in Skagit County, Washington

And Frost Family LLC dba PayFirst Properties, Owner of Lot 98 of Cedar Heights PUD 1, Phase 1 according to the plat thereof recorded January 19, 2007, under AFN 200701190116 records of Skagit County, Washington Situate in Skagit County, Washington

Grantee:

D. B. Johnson Construction, Inc., and its successors or assigns

Legal Description:

Those portions of Lots 1, 2, 3, 93, 96 and 98 of Cedar Heights PUD 1, Phase 1 according to the plat thereof recorded January 19, 2007, under AFN 200701190116 records of Skagit County , Washington Situate in Skagit County, Washington as more fully described on Page 2.

Assessor's Property Tax Parcel/Account Number:

P125697
P125794

P125698
P125792

P125699
P125789

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

JUN 10 2008

Amount Paid \$
Skagit Co. Treasurer
By *hdm* Deputy

EXCLUSIVE EASEMENT
FOR
SIGNAGE

THIS RESERVATION OF EXCLUSIVE EASEMENT FOR SIGNAGE is made by D. B. Johnson Construction, Inc. referred to below as Beneficiary and Frost Family LLC dba PayFirst Properties hereinafter referred to below as Grantor, this 6th day of June 2008.

RECITALS

- A. Beneficiary is the owner of the properties legally described as follows: Lots 1, 2, 3, 93, and 96 of Cedar Heights PUD 1, Phase 1 according to the plat thereof recorded January 19, 2007, under AFN 200701190116 records of Skagit County, Washington Situate in Skagit County, Washington (The "Properties").
- B. Grantor is the owner of the property legally described as follows: Lot 98 of Cedar Heights PUD 1, Phase 1 according to the plat thereof recorded January 19, 2007, under AFN 200701190116 records of Skagit County, Washington Situate in Skagit County, Washington
- C. Beneficiary and Grantor desire to sell the Properties to third parties for the purpose of single-family residences; but desire to reserve for Beneficiary and Beneficiary's heirs, successors and assigns an easement for sign placement, replacement, repair, and removal and ingress and egress for the same purposes over, under and across portions of the Properties as set forth below.

NOW THEREFORE, the undersigned hereby reserves easements on the terms, conditions and provisions set forth below.

1. Easement Area. Following is legal description of the Easement Area: That Portion of the Properties as Shown in Exhibit A

A graphic illustration of said area is attached hereto as Exhibit A and is incorporated herein by this reference. Said area is hereinafter referred to as the "Easement Area".

2. Purpose of Easement. The purpose of the Easement hereby reserved is for the placement, replacement, repair and removal of signage and ingress and egress necessary for the same. All sign installation, maintenance and removal shall be at the sole cost and expense of Beneficiary; provided further that all such signage shall be in conformity with all applicable governmental regulations and standards in effect at the time any sign is displayed within the Easement Area.

Alienability and Transferability of Easements. While this Reservation of Easements is personal to Beneficiary (an easement in "gross"), it is specifically understood and acknowledged that the Easements may be transferred and assigned



by Beneficiary and/or Beneficiary's heirs, successors and assigns such that the same will continue in perpetuity. Beneficiary may assign and transfer the Easement reserved hereby to any person or entity.

3. Owners' Covenant Not to Harm. By accepting title to the Property, all future owners of the Property agree to leave signs in the Easement Area undisturbed and to not take part in or allow any activity that might damage signs installed within the Easement Area.
4. Maintenance of Landscaping. Maintenance of all landscaping and/or other fixtures (except signs placed by Beneficiary) in the Easement Area shall be the sole responsibility of the Property owner(s).
5. Use of Easement Area. Owner(s) of the Property shall have the right to use and enjoy the Easement Area. Beneficiary of Easement has the exclusive right to place one or more signs in the easement area.
6. Subject to Utility/Right of Way Easements, etc. This easement is subject to all existing or later-created easements for utilities and/or public right of way.
7. Indemnification. Property owner hereby indemnifies Beneficiary as to claims that might arise due to the use of the Easement and/or Easement Area.
8. Miscellaneous.
 - a. Headings. Title to sections of this Reservation of Easement are for reference only, and are not a part hereof, and shall have no effect upon the construction or interpretation of any part of this Reservation of Easements.
 - b. Successors, Heirs and Assigns. All of the covenants, agreements, terms and conditions contained in this Reservation of Easements shall inure to the benefit of and be binding upon the Beneficiary and beneficiary's heirs, executors, administrators, successors and assigns.
 - c. Severability. Any provision of this Reservation of Easements which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision of this Reservation of Easement and the remaining provisions shall nevertheless remain in full force and effect.
 - d. Governing Law. This Reservation of Easements shall be governed by and construed and interpreted in accordance with the laws of the State of Washington.

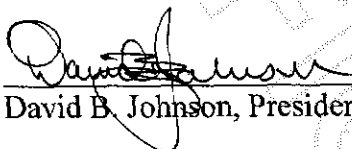
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[This is the signature page of an Exclusive Easement for signage.]

Dated this 6th day of June, 2008

Beneficiary (and Grantor as to Lots 1, 2, 3, 93 and 96):
D.B. JOHNSON CONSTRUCTION, INC.

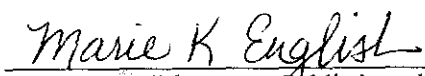

David B. Johnson, President

STATE OF WASHINGTON)
COUNTY OF SNOHOMISH)

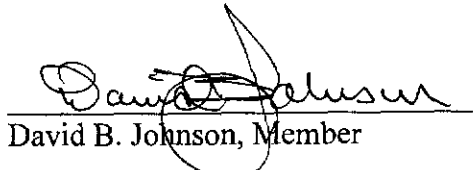
I certify that I know or have satisfactory evidence that David B. Johnson is the person who appeared before me, and said persons acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of D. B. Johnson Construction, Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated 6/6/08

MARIE K. ENGLISH
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
DECEMBER 3, 2011


Marie K. English, Notary Public in and
for the State of Washington, Residing at Arlington
My appointment expires December 3, 2011

Grantor (as to Lot 98):
FROST FAMILY LLC dba PayFirst Properties


David B. Johnson, Member

STATE OF WASHINGTON)
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that David B. Johnson is the person who appeared before me, and said persons acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as a member of Frost Family LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated 6/6/08

MARIE K. ENGLISH
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
DECEMBER 3, 2011

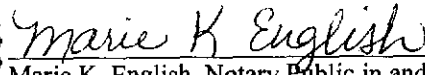
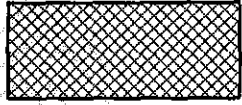

Marie K. English, Notary Public in and
for the State of Washington, Residing at Arlington
My appointment expires December 3, 2011



Exhibit A



= Easement Area

