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**Roadway Easement Agreement**

**GRANTORS:** Jeremy Hailey and Vanessa Hailey, husband and wife  
**GRANTEES:** Day Creek Corporation, a Washington Non-Profit corporation  
**LEGAL DESCRIPTION:**

Section 33, Township 35, Range 6, Portion NE 1/4 - NW 1/4 and NW 1/4 - NE 1/4

**Additional Legal Description Located on Page 2**

**ASSESSOR'S PROPERTY TAX**  
**PARCEL OR ACCOUNT NO.** P42153, P103894, P103382, P42147

SKAGIT COUNTY WASHINGTON  
Municipal Property Tax

**REFERENCE #s OF DOCUMENTS ASSIGNED/RELEASED:** None

SEP 19 1997

**CONVEYANCE:**

Amount Paid  
By Skagit Co. Treasurer  
Deputy

This Agreement is made by and between Jeremy Hailey and Vanessa Hailey, husband and wife (hereafter "Hailey") and Day Creek Corporation fka Day Creek Ranch & Recreation Corp. (hereafter "Day Creek").

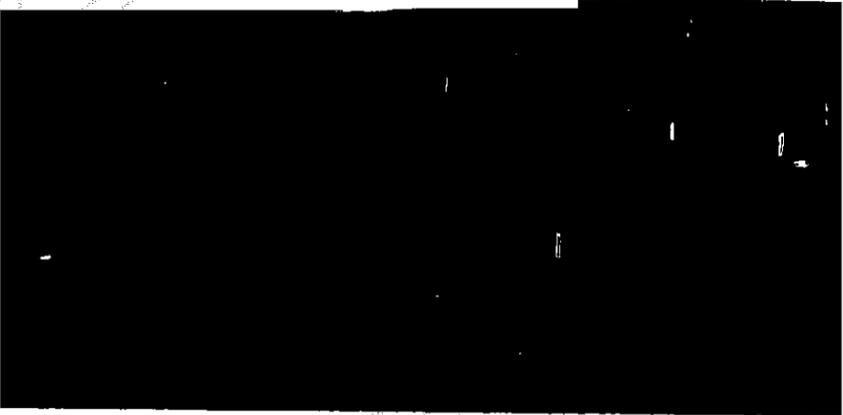
**RECITALS**

- A. The parties to this Agreement are owners of contiguous property located at the end of the Skagit County Road known as the Warfield Road which property is located in Township 35 N, Range 6 E.W.M. Skagit County.
- B. Day Creek has asserted a right of use and claim by prescription of a roadway easement over and across property owned by the Haileys.

Roadway Easement Agreement  
Call dayeasement.agr8/1/97 **9709190108** -1-

**ORIGINAL**

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- C. Day Creek initiated litigation against the Haileys to quiet title with respect to said easement, and
- D. The parties desire to resolve such dispute.

**NOW, THEREFORE, THE PARTIES COVENANT AND AGREE AS FOLLOWS:**

1. Hailey hereby grants to Day Creek, its successors and assigns an unrestricted easement for ingress, egress, and roadway purposes over and across the Southwesterly corner of the following described parcel:

The South 1/2 of the Southwest 1/4 of the Southeast 1/4 of Section 28, Township 35 N., Range 6, E.W.M. situate in Skagit County, Washington

Said easement shall be 16' wide, the center line of which shall be located along the center line of an existing gravel roadway which is approximately 260 feet long (plus or minus) which connects the county roadway known as the Warfield Road to the property of Day Creek, through the private roadway known as Zarahemla Lane. Said easement shall be non-exclusive.

2. The Easement granted herein shall be appurtenant to and a covenant running with the land owned by Day Creek, its successors and assigns, which property is legally described as follows:

Portions of Section 33, Township 35 N., Range 6 E.W.M. as follows:

The South 1/2 of the NE 1/4 of the NW 1/4; The East 575 feet of the South 60 feet of the North 1/2 of the NE 1/4 of the NW 1/4.

The NW 1/4 of the SE 1/4, together with the West half of the NE 1/4, EXCEPT the North 300 feet of the West 150 feet thereof.

Together with those portions of the East 1/2 of the NE 1/4 and the NE 1/4 of the SE 1/4 lying Westerly of the tributary of the Skagit River called "Day Creek" to the extent such lands have been acquired under the doctrine of accretion or adverse possession. All situate in Skagit County, Washington

3. The gravel roadway as built and maintained by Day Creek is approximately 12 to 14 feet wide. Day Creek shall not expand the actual width of the existing roadway to the full 16' wide easement. Provided, however, that Day Creek shall have the right to rebuild, improve, repair, and maintain the roadway within its "as built" width.

4. The consideration for this Agreement is the dismissal of all the claims of Day Creek as plaintiff under Skagit County Cause No. 97-2-00302-7 against the Grantors Hailey. The parties hereby waive and release against the other all claims and counterclaims of the parties arising out of said litigation pertaining to the use of Warfield Road in exchange for the establishment of the easement as provided for herein.



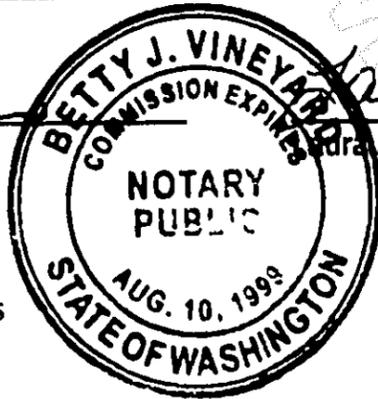
**Lenders' Consent to Easement**

Charles H. McIntyre and Laura McIntyre, husband and wife, holder of a security interest in the S 1/2 of the SW 1/4 of the SE 1/4 of Section 28, Township 35 N, Range 6 E.W.M. in Skagit County pursuant to a Deed of Trust filed under Skagit County Auditor's File No. 9601120049 dated January 11, 1995, hereby consent to the granting of the above referenced easement given by Jeremy and Vanessa Hailey, husband and wife in favor of Day Creek Corporation.

Charles H. McIntyre and Laura McIntyre further agree they will execute a partial reconveyance of their Deed of Trust for the limited purpose of clearing their security interest as against the easement right granted by Hailey to Day Creek Corporation in the unlikely event of foreclosure of the referenced Deed of Trust, which reconveyance would be prepared and obtained at the sole expense of Day Creek Corporation.

Dated: 8-29, 1997.

Charles H. McIntyre  
Charles H. McIntyre



Laura McIntyre  
Laura McIntyre

State of Washington )  
  )ss  
County of Skagit )

I certify that I know or have satisfactory evidence that Charles H. McIntyre and Laura McIntyre are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes in the instrument.

Dated: 8-29, 1997.

Betty J. Vineyard  
Notary Public  
Print Name Betty J. Vineyard  
My appointment expires 8-10-99