

RETURN TO:

Fred & Nancy Stoll



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Kathy Hill, Skagit County Auditor
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DOCUMENT TITLE(S) (or transactions contained herein):

Easement Agreement (Reciprocal)

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

[] ADDITIONAL REFERENCE NUMBERS ON PAGE _____ OF DOCUMENT.

GRANTOR(S) (Last name, first name and initials):

1. Stoll, Fred
2. Stoll, Nancy
3. Barley, Wade
4. Barley, Nancy

[] ADDITIONAL NAMES ON PAGE _____ OF DOCUMENT.

GRANTEE(S) (Last name, first name and initials):

1. Stoll, Fred
2. Stoll, Nancy
3. Barley, Wade
4. Barley, Nancy

[] ADDITIONAL NAMES ON PAGE _____ OF DOCUMENT.

LEGAL DESCRIPTION (Abbreviated: i.e., lot, block, plat or quarter, quarter, section, township and range):

Lt 26 Kcavanaugh Div 3 Bl-1 P 66801
Lt 25 Kcavanaugh Div 3 Bl-1 P 66800

[] ADDITIONAL LEGAL(S) ON PAGE _____ OF DOCUMENT.

ASSESSOR'S PARCEL/TAX I.D. NUMBER: _____

[] TAX PARCEL NUMBER(S) FOR ADDITIONAL LEGAL(S) ON PAGE _____ OF DOCUMENT.

EASEMENT AGREEMENT

Easement Agreement made on the date hereafter shown Fred and Nancy Stoll, as owners of Parcel B and Wade and Nancy Bailey as the owners of Parcel A for the uses and purposes stated in this agreement.

RECITALS

- I. Fred and Nancy Stoll are the owners of Lot 26 Lake Cavanaugh, Subdivision 3 As per plat recorded in Vol. 6, of Plats Pages 25-31, Records of Skagit County, Washington (Parcel B).
- II. Wade and Nancy Bailey are the owners of Lot 25 Lake Cavanaugh, Subdivision 3 As per plat recorded in Vol. 6, of Plats Pages 26-31, Records of Skagit County, Washington (Parcel A).
- III. Lot 25 and Lot 26 adjoin each other and the Northern boundary of each lot affronts Lake Cavanaugh.
- IV. The Baileys and the Stolls desire to grant each other mutual easements over a portion of their respective properties for the purpose of launching and retrieving watercraft.

THEREFORE, in consideration of the mutual benefits and promises of each of the parties to one another, IT IS AGREED:

1. The Baileys hereby grant the Stolls a permanent easement over a fourteen foot width on the Northwest edge of Lot 25 for the purpose of launching and retrieving watercraft and for no other purpose. This 14 foot width shall enter Parcel A property from Parcel B at a distance of 50 feet South of the Northernmost point of the boundary line separating Parcels A and B and shall thence continue as Northerly as practical along the Eastern Edge of Parcel B towards the Edge of Lake Cavanaugh crossing over from Parcel B to Parcel A a short distance from the North boundary of Parcel A as shown per attached sketch.
2. The Stoll's hereby grand the Baileys a permanent easement over a 14 foot width along the Eastern edge of Parcel B from a distance of 16 feet from the Northern boundary of Parcel B for a distance of 250 feet along the Eastern edge of Parcel B at which point the easement shall re-enter Parcel A. This easement shall be for launching and retrieval of watercraft and for no other purpose.
3. Both parties agree that they will not obstruct the mutual easements hereby granted but either party may park vehicles in the easement area when it is not being used for the purpose granted. Both parties further agree to promptly move any obstruction when the easement is desired to be used. Each party to this agreement agrees to maintain in good and reasonable condition, for the



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purposes of the usage granted, the easement areas on their respective properties.

4. A sketch of the easement location is attached and incorporated as describing the respective location of the easement on Parcels A and B.
5. This easement is granted for the mutual benefit of each of the Parcels described and shall be binding on the heirs, successors, and assigns of each party.
6. Addendum to well usage and easement; Skagit County- 9203160087. Owner of Parcel B (Stoll) shall pay Parcel A (Bailey) an agreed sum of \$30.00 per year toward electrical operation of well pump. This is based on Puget Sound Energy electricity charge of .058974 per kwh as of 1/12/99. Periodic adjustment of total annual payment may occur as electricity charges may change.

Entered into between the parties this 31st day of July, 1999.

Frederick Stoll
Frederick Stoll

Wade Bailey
Wade Bailey

Nancy Stoll
Nancy Stoll

Nancy Bailey
Nancy Bailey

STATE OF WASHINGTON }
 } SS.
COUNTY OF SKAGIT }

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax

SEP 8 - 1999

Amount Paid \$ 0
Skagit Co. Treasurer
Deputy

I certify or have satisfactory evidence that Frederick and Nancy Stoll, and Wade and Nancy Bailey are the persons who appeared before me and acknowledged that they signed this instrument as their free and voluntary act for the use and purposes stated therein.

Dated: 7/31/99

Name: Care H. Hummel
Notary Public for the State of Washington
My appointment expires: 5/15/2001



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