



WHEN RECORDED RETURN TO:

JOHN L. SCOTT REALTY
ATTENTION LISA GIRDLER
3201 COMMERCIAL AVENUE
ANACORTES, WA 98221

FIRST AMERICAN TITLE CO.

EASEMENT AGREEMENT

AS9842 E-5

GRANTOR: NELS G. STRANDBERG, a single man

JK NS

GRANTEE: JOHN T. HARDY, a married man ~~dealing in his separate property~~ and Katherine A. Hardy

Legal Description: Tract 4, Anacortes Short Plat No. ANA-94-003, approved 2/15/96, recorded 3/5/96, in Vol. 12 of Short Plats, Pages 78 and 79, under Auditor's file No. 9603050070, being a portion of the NW 1/4 of the NW 1/4 of the NW 1/4 of Section 27, Township 35 N, Range 1 E, W.M., City of Anacortes, Skagit County, Washington.

Tax Parcel No.: 350127-2-004-1000; R108681

Recitals:

A. NELS G. STRANDBERG, a single man (hereinafter referred to as Strandberg), is the owner of Tract 4 which is described above; and

B. JOHN T. HARDY, a married man dealing in his separate property (hereinafter referred to as Hardy), is the owner of the following described real property located in Skagit County, Washington:

Tract 3, Anacortes Short Plat No. ANA-94-003, approved 2/15/96, recorded 3/5/96, in Vol. 12 of Short Plats, Pages 78 and 79, under Auditor's file No. 9603050070, being a portion of the NW 1/4 of the NW 1/4 of the NW 1/4 of Section 27, Township 35 N, Range 1 E, W.M., City of Anacortes, Skagit County, Washington; and

C. Strandberg and Hardy, as the owners of Tracts 4 and 3 respectively have agreed to confirm and memorialize certain agreements relating to the easement rights referred to in that certain warranty deed recorded on May 20, 1996 under Skagit County Auditor's File No. 9605200054 and other matters relating to their respective properties which are adjacent to one another; and

NOW THEREFORE in consideration of the mutual benefits inuring to each of the parties hereto they grant, covenant and agree as follows:

1. Strandberg hereby confirms Hardy's rights of ingress and egress, over and across that portion of Lot 4 as shown on the face of the plat as a utility easement and driveway.

2. Said easement shall be subject to the usage of the northerly 10 feet of Lot 4 for the purposes of a sidewalk and utility easement as delineated and dedicated on the face of the plat.

3. Any usage by the owner of Lot 3 of the property on Lot 4 shall be considered to be permissive in nature.

4. The owner of Lot 3 agrees not to park or store materials on the easement ~~or any portion of Lot 4~~ and that any landscaping done by the owner of Lot 3 upon Lot 4 shall be subject to the approval of the owner of Lot 4. *and 4* *NS* *JH NS*

5. The owners of Lot 3 and 4 will share on an equal basis any and all mutually agreed upon costs connected with the maintenance, repair, and replacement of the driveway that is shared by said owners. In the event that they are unable to agree upon the cost and/or necessity of any of the foregoing, they agree to submit the same to arbitration by an arbitrator appointed by the presiding judge of the Skagit County Superior Court and the prevailing party in said arbitration shall be entitled to their reasonable attorneys fees and costs. *JH NS*

6. The owner of Lot 3 *and Lot 4* agrees to indemnify and hold ~~the owner of Lot 4~~ harmless from any and all claims resulting from any accident that may occur resulting from ~~the owner of Lot 3's~~ *either* or their guests, agents, and invitees, usage of the easement. *JH NS*

7. The owner of Lot 3 acknowledges that the owner of Lot 4 may construct a fence in accordance with city stan- *JH NS*

EASEMENT AGREEMENT - 2



199912230115

Kathy Hill, Skagit County Auditor

12/23/1999 Page 2 of 4 3:20:15PM

dards on the owner of Lot 4's property and in that event, the owner of Lot 4 agrees that said fence will not obstruct ingress or egress to the garage on Lot 4.

8. This agreement shall be binding upon the heirs, successors and assigns of the parties hereto.

DATE: 12/23/99

NELS G. STRANDBERG

DATE: 12/23/99

JOHN T. HARDY

DATE: _____

Katherine A. Hardy

STATE OF WASHINGTON)

COUNTY OF SKAGIT)

ss

On this day personally appeared before me NELS G. STRANDBERG to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 23rd day of December, 1999.

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

DEC 23 1999

Amount Paid \$ 0.00
Skagit County Treasurer
By: DC Deputy

Martha K. Clure
Notary Public in and for the State
of Washington, residing at
Anacortes, Wa.
My appointment expires: 2-15-00.



199912230115

EASEMENT AGREEMENT - 3

Kathy Hill, Skagit County Auditor
12/23/1999 Page 3 of 4 3:20:15PM

STATE OF WASHINGTON)

COUNTY OF SKAGIT)

SS

On this day personally appeared before me JOHN T. HARDY to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 23rd day of December, 1999.

Martha K. Clure
Notary Public in and for the State
of Washington, residing at
Anacortes, Wa
My appointment expires: February 15, 2000
(Printed Name)



199912230115

Kathy Hill, Skagit County Auditor

12/23/1999 Page 4 of 4 3:20:15PM