



200103230145
, Skagit County Auditor

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After Recording Mail to:

Name STILES & STILES, INC., P.S.
Address: P. O. Box 228
City/State: Sedro-Woolley, WA 98284

Grantor(s): William A. Stiles Jr. and Betty M. Stiles, Maxine Breier

Grantee(s): Philip Mihelich and Marilyn Mihelich

Legal: Tracts 2 & 3, Short Plat SW-07-79

Tax Parcel # 4170-000-011-0706 (R105129)
4170-000-011-0607 (R76954)

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

MAR 23 2001

Amount Paid \$0
Skagit County Treasurer
By: *lp* Deputy

**ACCESS EASEMENT
&
MAINTENANCE AND IMPROVEMENT AGREEMENT**

This agreement is made this 16 day of ~~January~~ ^{March}, 2001 between WILLIAM A. STILES, JR., and BETTY M. STILES, husband and wife, as an undivided $\frac{3}{4}$ interest, and MAXINE BREIER, as her separate estate, as to an undivided $\frac{1}{4}$ interest, hereinafter called "GRANTOR", and PHILIP MIHELICH and MARILYN MIHELICH, husband and wife, hereinafter called "GRANTEE", the owners of the following described real property:

Grantors Property

Lot 3 of Sedro-Woolley Short Plat No. SW-07-79, approved September 4, 1980 and recorded September 4, 1980, under Auditor's File No. 8009040011 in Volume 4 of Short Plats at Page 169, records of Skagit County, Washington; being a portion of Lots 8,9,10,11 of "SEDRO ACREAGE", as per plat recorded in Volume 3 of Plats, page 35, records of Skagit County, Washington; and

Grantees Property

Lot 2 of Sedro-Woolley Short Plat No. SW-07-79, approved September 4, 1980 and recorded September 4, 1980, under Auditor's File No. 8009040011 in Volume 4 of Short Plats at Page 169, records of Skagit County, Washington

IT IS THEREFORE AGREED between the undersigned as follows:

1. **Access:** GRANTOR grants to GRANTEE a non-exclusive right for ingress and egress over and across Lot 3 (See map attached hereto as Exhibit A) described as follows:

That portion of Lot 3 of Sedro-Woolley Short Plat No. SW-07-79, approved September 4, 1980 and recorded September 4, 1980, under Auditor's File No. 8009040011 in Volume 4 of Short Plats at Page 169, records of Skagit County, Washington; being a portion of Lots 8,9,10,11 of "SEDRO ACREAGE", as per plat recorded in Volume 3 of Plats, page 35, records of Skagit County, Washington, described as follows:

The northerly thirty (30) feet of a strip of land forty feet wide, lying North of, adjacent to, and contiguous with the North line of Lot 2, Short Plat No. SW-07-79 filed in Volume 4 of Short Plats at Page 169 as Auditor's File Number 8009040011, and lying west of the northerly projection of the east line of said Lot 2; situated in the City of Sedro-Woolley, County of Skagit, State of Washington.



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SUBJECT TO: The terms & conditions as hereafter set forth.

TERMS & CONDITIONS:

2. **Maintenance:** Each lot and the owner thereof shall be responsible for a proportional share of the total road maintenance cost incurred regarding this easement, based on the proportionate size of the lot areas served by the easement. If any of the above-described property is further subdivided, each owner of new lots shall assume a proportional share of the costs set forth herein.

3. **Improvements and Road Construction:** Grantor intends to develop Lot 3 and in that event the Grantor may make improvements or construct a road for access from Trail Road over and across the easement. Each lot and the owner thereof shall be responsible for a proportional share of the total improvement or road cost incurred regarding this easement, based on the proportionate size of the lot areas served by the easement. Any road design and construction shall meet the City of Sedro-Woolley requirements applicable for designs for the intended use of the easement to both Lots 2 and 3. Grantee shall have final approval as to the location of the access onto Grantee's Lot 2 from the easement road, subject to requirements of the City or governing body.

4. **Voting:** No owner shall be responsible for maintenance, improvement or construction costs unless the work to be performed is first agreed to by a majority of the square foot area served by the access easement. Each owner's vote shall be in proportion of the square foot area of his or her ownership interest to the total square foot area of the property served by the access easement. Any owner desiring to have the easement maintained, improved or constructed must first mail or personally deliver a notice of a meeting, at least ten (10) days in advance of the date of such meeting to the other lot owners, containing the date time, place or such meeting, and a brief description of the proposal for work to be done and an estimate of the cost thereof.

5. **Assessments:** The obligation to contribute to the cost of maintenance, improvements, and /or construction owed by each Lot Owner shall be joint and several personal debts and obligations of the lot owners for which the same are assessed as of the time of the assessment is made and shall be assessed against all of the real property owned by the Lot Owner, and shall be a lien against the real property of the Lot Owner. Such assessments shall be paid within thirty (30) day after it is levied. Any assessment unpaid when due shall be delinquent, shall include the costs of collection including reasonable attorney fees, and bear interest at the rate of 12 percent per annum or the maximum legal interest rate allowed by law if such is fixed in the State of Washington, whichever is greater.



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6. **Amendments:** These terms and conditions may be amended as required by a binding site plan in accordance with City of Sedro-Woolley development regulations.

7. **Agreement runs with the land:** All Lot Owners signing this agreement acknowledge and declare that this agreement shall run with the land and shall be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns.

Dated 3/16, 2001.

William A. Stiles Jr.
William A. Stiles Jr. (individual)

Betty M. Stiles
Betty M. Stiles (individual)

Maxine Breier
Maxine Breier (individual)

Philip Mihelich
Philip Mihelich (individual)

Marilyn Mihelich
Marilyn Mihelich (Individual)

STATE OF WASHINGTON)
COUNTY OF SKAGIT) ss.

On this day personally appeared before me, WILLIAM A. STILES JR., BETTY M. STILES, and MAXINE BREIER who executed the within and foregoing instrument and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN UNDER my hand and official seal this 26 day of January, 2001.

Jennifer D. Willis
NOTARY PUBLIC in and for the
State of Washington, residing at
Sedro-Woolley
Commission Expires: 11-2003



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STATE OF WASHINGTON)
COUNTY OF SKAGIT) ss.

On this day personally appeared before me, PHILIP MIHELICH and MARILYN MIHELICH who executed the within and foregoing instrument and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN UNDER my hand and official seal this 16 day of March, 2001.

Blanch D. Stiles

NOTARY PUBLIC in and for the
State of Washington, residing at

Sedro-Woolley
Commission Expires: 6-20-2002



EXHIBIT C

SINGLE FAMILY RESIDENCE

SW SP #07-79

Parcel A' 61,468.4 SF

EASEMENT & 30' JOWT MAINTENANCE

10' Boundary Line ADJUSTMENT

Parcel B' 12,502.8 SF

120.00 DENTAL CLINIC

0.25 ACRES 107,990.00 SF 120.00

OFFICE BUILDING 35,240.00 SF

PARKING

VACANT

FRONTIER INDUSTRIES

SUNSET AUTO BODY

LOW AUTO SALES

TRAIL ROAD

20

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SW SP #07-79

Phoebe 'A'
61,468.4 SF

EASEMENT +

JOINT MAINTENANCE

10' Boundary Line (1)
AUSTIN, TX

PARCEL B
12,502.8 SF

165.co

120.00
DENTAL CLINIC

2-025 ACRES
10799035
120 00

OFFICE
BUILDING

VACANT

FRONTIER
INDUSTRIES

LOW
AUTO
SALES

SUNSET
AUTO BODY



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