



200112200126

Skagit County Auditor

12/20/2001 Page 1 of 6 3:15PM

AFTER RECORDING MAIL TO:

Document Title(s):

Mutual Easement for Ingress and Egress

*SA-2/254
Island Title Co.*

Reference No. of Documents assigned or released:

N/A

Grantor(s): (Last name first, then first and initial)

KIRKPATRICK, Bev L.

Grantee(s): (Last name first, then first and initial)

WITZEL, Ray M. and Cheryl K.

Abbreviated Legal Description as follows:

Tract D, Skagit County Short Plat No. 41-74

Tract E, Skagit County Short Plat No. 41-74

Assessor's Property Tax Parcel/Account Number(s):

Tract D: 340112-3-005-0004; P19306

Tract E: 340112-3-005-0202; P19308

44390
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

DEC 20 2001

Amount Paid \$ *0*
Skagit Co. Treasurer
By *CA* Deputy

MUTUAL EASEMENT FOR INGRESS AND EGRESS

RAY M. WITZEL and CHERYL K. WITZEL, husband and wife, hereinafter referred to as "Witzel", hereby dedicate the following easement and convey and quit claim the following described easement to BEV L. KIRKPATRICK, a single person, hereinafter referred to as "Kirkpatrick", and BEV L. KIRKPATRICK, a single person, hereby dedicates the following easement and conveys and quit claims the following described easement to RAY M. WITZEL and CHERYL K. WITZEL, husband and wife, for and in consideration of the purchase by Witzel of Tract E, as follows:

1. Witzel is the owner of the following described real property, situated in the County of Skagit, State of Washington, as follows:

Tract E of Skagit County Short Plat No. 41-74, approved August 20, 1974, and recorded August 20, 1974, under Skagit County Auditor's File No. 805179, records of Skagit County, Washington, being a portion of the North half of the Northwest quarter of the Southwest quarter of Section 12, Township 34 North, Range 1 East of the Willamette Meridian.

Skagit County Tax Parcel Number: 340112-3-005-0202; P19308.

hereinafter referred to as "the Witzel real property"; and

2. Kirkpatrick is the owner of the following described real property, situated in the County of Skagit, State of Washington, as follows:

Tract D of Skagit County Short Plat No. 41-74, approved August 20, 1974, and recorded August 20, 1974, under Skagit County Auditor's File No. 805179, records of Skagit County, Washington, being a portion of the North half of the Northwest quarter of the Southwest quarter of Section 12, Township 34 North, Range 1 East of the Willamette Meridian.

Skagit County Tax Parcel Number: 340112-3-005-0004; P19306.

hereinafter referred to as "the Kirkpatrick real property"; and



3. There is attached hereto as Exhibit A a diagram showing an "existing driveway" serving both the Kirkpatrick and the Witzel real properties. Said Exhibit A also shows a future extension of the driveway which Witzel shall install in the future over both the Witzel and the Kirkpatrick real properties for the purpose of serving the house site which will be built in the future on the Witzel real property. Both parties hereby mutually dedicate for the use and enjoyment of the other an exclusive easement for ingress and egress over both the "existing driveway" and the "future extension" as shown on Exhibit A on both the Witzel and Kirkpatrick real properties, provided that portion of the easement entitled "future extension" shall be for the sole use of the Witzel real property. Said easement shall be twenty (20) feet in width. The location of the easement entitled "existing driveway", as shown on Exhibit A, shall be as presently built. With regard to that portion of the driveway which is denominated "future extension" on Exhibit A, the location shown on Exhibit A is approximate and both parties agree that the easement for ingress and egress over the future extension shall be installed by Witzel at his sole expense, and that the driveway extension shall meet Skagit County standards in order to access the future building site on Tract E. Witzel shall attempt to locate the "future extension" on that portion of the Kirkpatrick real property which lies west of the existing residence on the Kirkpatrick real property, and the width of the said installed road for the extension shall not exceed in size what is minimally required to construct such a driveway. Because of the topography of the Kirkpatrick real property, the exact location of the future extension cannot be determined at this time, however, Witzel shall attempt to locate the future extension driveway on the Kirkpatrick real property in such a manner as to minimize the invasion of the driveway extension into Tract D.

4. Both parties agree to share equally in the cost of maintaining the "existing driveway" as shown on Tract E, with said maintenance to be upon the mutual consent and agreement of both parties, provided however, Kirkpatrick, as the current owner of Tract D, is exempt from the maintenance agreement so long as only Kirkpatrick owns Tract D unless repairs and maintenance are necessary to the existing driveway due to the abuse and/or negligence by Kirkpatrick. Other than Kirkpatrick, all other future owners of the Kirkpatrick

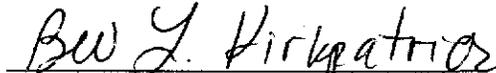


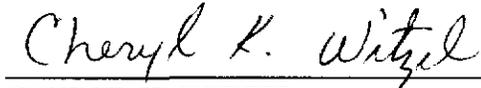
real property shall equally share in the maintenance of the existing driveway. The cost of maintaining the future extension of the driveway shall be the sole expense of the owner of the Witzel real property.

5. The easements described above are appurtenant to and for the benefit of both the Witzel and Kirkpatrick real properties. This easement is a covenant running with the land and shall be binding upon the heirs, successors and assigns of the owners of the Witzel and Kirkpatrick real properties.

EXECUTED on the dates set forth below.


RAY M. WITZEL


BEV L. KIRKPATRICK

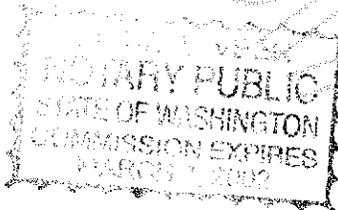

CHERYL K. WITZEL



STATE OF WASHINGTON)
) ss
COUNTY OF SKAGIT)

On this day personally appeared before me RAY M. WITZEL and CHERYL K. WITZEL, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged to me that they signed the said instrument as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 19 day of December, 2001.

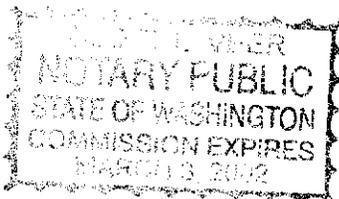


Diana Joel
NOTARY PUBLIC in and for the state of
Washington, residing at Anacortes
My commission expires: 3-3-02

STATE OF WASHINGTON)
) ss
COUNTY OF SKAGIT)

On this day personally appeared before me BEV L. KIRKPATRICK, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged to me that she signed the said instrument as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 19 day of December, 2001.



Diana Joel
NOTARY PUBLIC in and for the state of
Washington, residing at Anacortes
My commission expires: 3-3-02



UNOFFICIAL DOCUMENT

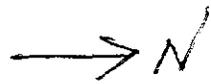
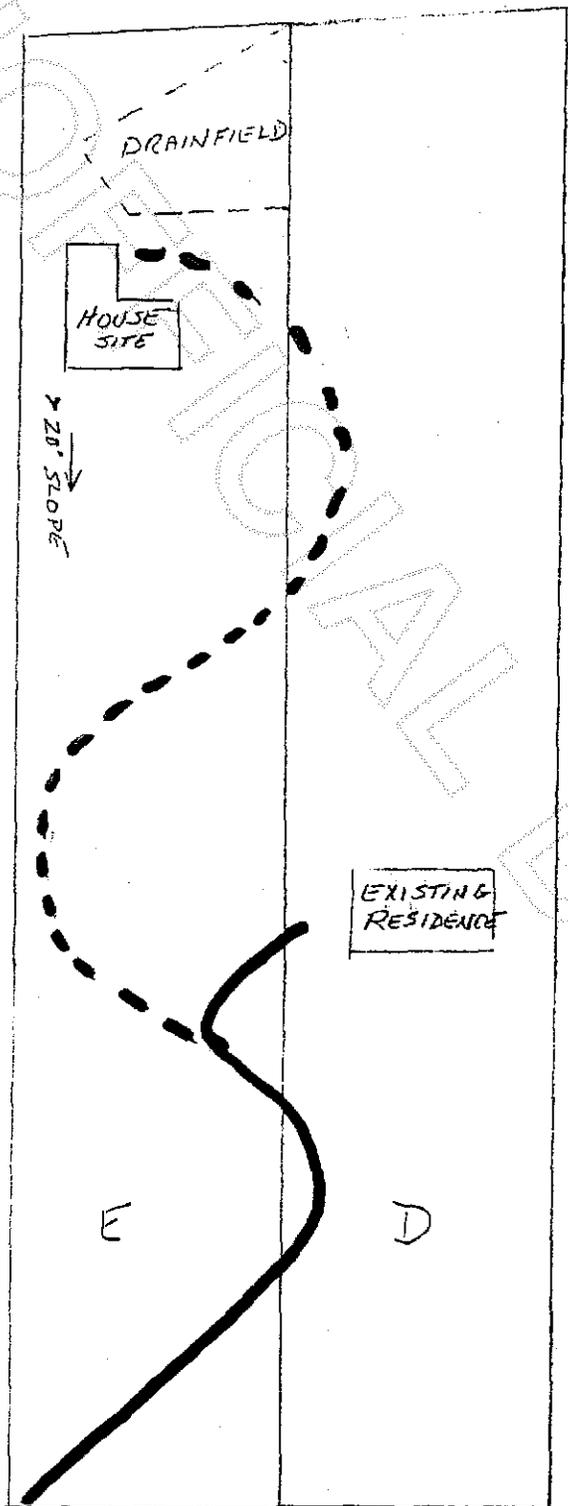


EXHIBIT A

DONWELL ROAD

— EXISTING DRIVEWAY
- - FUTURE EXTENSION

EXHIBIT A



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