

After recording return to:

Gary T. Jones
P. O. Box 1245
Mount Vernon, WA 98273



200112310164

Skagit County Auditor

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AGREEMENT AND EASEMENT

Abbreviated Legal: SCSP - PL-00-0322
P29594 / P117188

FIRST AMERICAN TITLE CO.

66457

GRANTORS, KIRK D. SHROYER and MARY HUDDLE SHROYER, husband and wife, for and in consideration of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, do by these presents convey and warrant to the **Grantee, DALE HARRIS**, sole proprietor of MEYER HEATING, a perpetual nonexclusive easement for ingress, egress, and utilities over that certain sixty (60) foot wide roadway and utilities easement 130 feet in length described in the attached "Easement Description", which is incorporated herein by this reference as if fully set forth, for the benefit of that portion of the **Southeast 1/4 of the Southwest 1/4 of Section 32, Township 34 North, Range 4 East, W.M. Skagit County, Washington, shown on the face of Skagit County Short Plat PL-00-0322, approved September 13, 2000, and recorded September 13, 2000, AFN 200009130060**, as filed by KIRK D. SHROYER and MARY HUDDLE SHROYER, husband and wife. The burden of this easement may not be extended to any other property by the grantee, his heirs, and assigns without prior approval of the Grantors, their heirs, or assigns.

As a condition of this grant, the Grantors declare that the covenants, conditions, and restrictions imposed by their declaration and agreement for road and utilities maintenance in Skagit County Short Plat No. PL-00-0322, recorded under Auditor's File No. 200009130060, records of Skagit County, shall be, and it is hereby, incorporated by reference in this document, and the obligation to contribute to ongoing roadway maintenance and utilities maintenance and the lien provided for failure to pay assessments, as well as the Extraordinary Use-Costs of Assessments obligations expressed therein, together with all other obligations allocated among those making nonexclusive use of the easement, shall be imposed as covenants, conditions, and restrictions on this Agreement and Easement in proportion to the use made by the Grantees, their successors, and assigns.

If road improvements or utilities placement are commenced for the sole benefit of one property, that property owner shall be liable for the cost and expense incurred; provided, that, conventional rules regarding participation and latecomers' fees customary in the utility industry shall be imposed on those lots which benefit from utility or road improvements. Hook-up in lieu of assessment charges and meter or system fees shall not be shifted to the first user of utility improvements in the nonexclusive easement. Any utility construction or improvement shall be done in accordance with laws, rules, and regulations of any municipal corporation with jurisdiction. Grantee warrants to Grantors that any work improvements, or construction on the Grantors' property will be performed in a careful workmanlike manner, free of claims



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or liens against Grantors' property. Grantee shall remove all debris and restore the surface of the property and roadway as nearly as possible to its condition prior to the commencement of work. Grantee shall make provisions satisfactory to Grantors for continued access by Grantors along, over, and across the easement area during periods of utility or road construction. Prior to commencement of any work or construction, Grantee will notify Grantors in writing of such plans, except in the case of an emergency requiring immediate action by the Grantee for the protection of the property or facilities. Grantee does hereby release, indemnify, and promise to defend Grantors against any and all liability, damage, loss, or claim, including attorney's fees reasonably incurred, because of Grantee's sole negligence or breach of this Agreement.

The undersigned Grantors warrant that they are owners in fee simple of the land over which this easement traverses, and this grant is not in conflict with the regulations or requirements affecting the owners' obligation to maintain the common access road or the common utilities in accordance with the previously filed Short Plat No. PL-00-0322.

DATED this 31 day of December, 2001.

MEYER HEATING

Kirk D. Shroyer
KIRK D. SHROYER

By: Dale W. Harris
DALE HARRIS

Mary Huddle Shroyer
MARY HUDDLE SHROYER

Dale W. Harris
DALE HARRIS, Individually



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STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

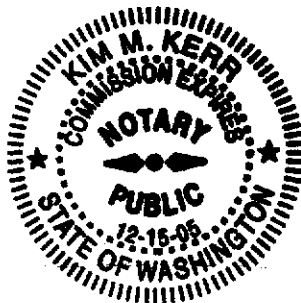
On this day personally appeared before me KIRK D. SHROYER and MARY HUDDLE SHROYER, to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledged to me that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.



Kim M. Kerr
Notary Public in and for
State of Washington
Residing at: MH. Vernon
My commission expires: 12/15/2005

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this day personally appeared before me DALE HARRIS, individually and as sole proprietor of MEYER HEATING, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged to me that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.



Kim M. Kerr
Notary Public in and for
State of Washington
Residing at: MH. Vernon
My commission expires: 12/15/2005

Easement
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

DEC 31 2001

Amount Paid \$ 0
Skagit Co. Treasurer
By DR Deputy



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Easement Description

That certain 60.00-foot by 130.00-foot easement for ingress, egress, and utilities for the mutual benefit of Lots 1 and 2, as shown on Skagit County Short Plat No. PL-00-0322, approved September 13, 2000 and recorded September 13, 2000, under Skagit County Auditor's File No. 200009130060, being a portion of the Southeast 1/4 of the Southwest 1/4 of Section 32, Township 34 North, Range 4 East, W.M.

SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.

Situate in the County of Skagit, State of Washington.

