



200206110129

Skagit County Auditor

6/11/2002 Page 1 of 9 3:40PM

WHEN RECORDED RETURN TO:

JACK O. SWANSON
BELCHER, SWANSON, LACKEY, DORAN,
LEWIS & ROBERTSON, P.L.L.C.
1200 HARRIS AVENUE, SUITE 307
BELLINGHAM, WA 98225

LAND TITLE COMPANY OF SKAGIT COUNTY

Document Title: DECLARATION OF ROAD EASEMENT AND MAINTENANCE AGREEMENT
Declarants: 1) John M. Brazier 2) James S. Vann 3) Pamela J. Vann
Legal Description: E. 1/2 SE 1/4 SW 1/4 of S.9, Twp. 36N, R.3E W.M.
Assessor's Tax Parcel ID#: 360309-3-006-0103 P47727

DECLARATION OF ROAD EASEMENT AND MAINTENANCE AGREEMENT

THIS DECLARATION OF ROAD EASEMENT AND MAINTENANCE AGREEMENT, herein the "Agreement," is made and entered into by and between the Declarants, John M. Brazier (herein "Brazier"), as his separate property, and James S. Vann and Pamela J. Vann (herein "Vann"), husband and wife, (Brazier and Vanns are sometimes collectively referred to herein as "Declarants") and is dated this 7th day of ~~May~~, 2002. June

RECITALS:

A. Brazier owns two adjoining tracts of land which are 40 acres and 20 acres, respectively, and are described as follows:

Parcel A: Northwest quarter of the southeast quarter of Section 9, Twp. 36N, R.3E W.M., Skagit County, Washington. (Herein the "Brazier Parcel");

Parcel B: East half of the southeast quarter of the southwest quarter of Section 9, Twp. 36N, R.3E., W.M, Skagit County, Washington. (Herein the "Vann Parcel").

B. Brazier is selling the Vann Parcel to Vann while retaining the Brazier Parcel.

C. The purpose of this easement is to create a non-exclusive easement for ingress, egress and utilities across the Vann Parcel for the benefit of the Brazier Parcel, and further to provide for the maintenance of the road established in the easement.

NOW, THEREFORE, Declarants grant, convey, covenant and declare as follows:

1. **Easement.** A non-exclusive perpetual easement which will run with the land for ingress, egress and utilities over and across that portion of the Vann Parcel legally described as follows:

A fifty-foot wide non-exclusive easement for ingress, egress and utilities over an existing gravel roadway and for new construction over, under and across that certain portion of the East Half of the Southeast Quarter of the Southwest Quarter of Section 9, Township 36 North, Range 3 East, W.M. Skagit County, State of Washington being twenty-five feet on either side of the following described easement centerline:

Commencing at the Southeast Corner of the East Half of the Southeast Quarter of the Southwest Quarter of said Section 9; Thence North 89°22'14" East along the South line of said East Half for a distance of 646.72 feet to the Southwest corner of said East Half; Thence North 00°12'29" East along the West line of said East Half for a distance of 1167.09 feet to a point in the center of an existing gravel roadway and True Point of Beginning for said fifty-foot easement centerline;

Thence South 40°00'00" East along said existing gravel roadway for a distance of 549.72 feet to a beginning of a curve to the left whose center bears North 50°00'00" East for distance of 80.00 feet; Thence along said curve, having a central angle of 60°00'00" for a distance of 83.78 feet; Thence leaving said curve North 80°00'00" East for a distance of 195.39 feet to a point perpendicular to and 25.00 feet distant from the East Line of said East Half; Thence North 00°16'10" East leaving said centerline of existing gravel roadway parallel to said East line for a distance of 562.41 feet to a point on the North line of said East half and the terminus of said fifty-foot easement centerline.



UNRECORDED
TOGETHER WITH: Any additional width that may exist for the existing cut and fill slopes along the existing gravel roadway. Also, additional widths for cut and fill slopes as needed to construct a roadway that does not exceed fourteen-percent grade along any portion of the above easement.

The location of the easement is depicted on the diagram attached as Exhibit "A."

2. **Benefit.** This easement is for the mutual benefit of Declarants and specifically for the benefit of the Brazier parcel which is the dominant estate, Brazier and his successors.

3. **Improvement of Easement.** The easement is partly existing road and partly unbuilt. Construction of the remainder of the road to provide access to the Brazier Parcel is the sole responsibility of Brazier, or his successors. The improvement standard for that portion of the road is the same as the existing portion.

4. **Road Maintenance.** The cost of maintaining the private road established by this Agreement shall be shared equally by both parties, and their successors. The road shall be maintained to a mutually agreeable standard no less than the Skagit County Fire Code standard for brush clearing and road surface. Any dispute which arises in connection with this Agreement, including, without limiting, the extent or timing of, cost and/or assessment for maintenance shall be resolved by arbitration as provided herein.

5. **Arbitration.** Any dispute in connection with this declaration shall be resolved by arbitration pursuant to RCW Chapter 7.04. Arbitration shall be conducted in Bellingham, Washington before a single arbitrator selected pursuant to the Whatcom County Superior Court Rules for Mandatory Arbitration in Civil Matters. The same rules shall apply for the conduct of the arbitration. The arbitrator's fee shall be initially divided equally between the parties seeking arbitration and those responding.

The arbitrator's award shall include the cost of the arbitration and attorney's fees to the prevailing party. The award shall be enforceable in Superior Court and shall not be subject to appeal. The arbitrator's award may be in the form of a money judgment or in the

appropriate case an order compelling a party to perform a certain action in the nature of an order of specific performance.

6. Assessments. The cost of any maintenance or repair to the road in the Easement may be assessed against the parcels obligated to maintain the road and the owners thereof, either before or after the work is completed. This assessment is effective upon notice to the parcel owner or at such time as the improvement is completed, whichever should occur first. Such assessment shall constitute a personal obligation of the owner, as well as a lien against the parcel of the owner, as of the date due, and such lien may be foreclosed in the same form and manner or procedure as foreclosure of a real estate lien under the laws of the State of Washington. Each person obligated to pay assessments herein agrees and recognizes that the expense of title examination, costs of attorneys fees, court costs and interest at the rate of 12% per annum shall be included with the amount of any delinquent assessment in the judgment of foreclosure of such lien.

5. Binding Effect. In all respects, the provisions of this Easement shall be construed and interpreted as covenants which run with and are appurtenant to the Brazier Parcel and the Vann Parcel, and shall be binding upon and inure to the benefit of the heirs, assigns, successors to and personal representatives of the Declarants herein.

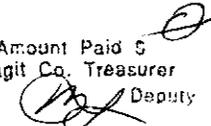
6. No Waiver. Failure to enforce any provision of this document shall not operate as a waiver of any such provision.

7. Severability. Invalidation of any of the provisions of this agreement by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

8. Entire Agreement. This agreement contains all representations and is the entire understanding between the parties hereto with respect to the subject matter hereof.

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

JUN 11 2002

Amount Paid \$
Skagit Co. Treasurer
By  Deputy

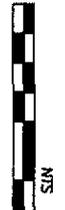
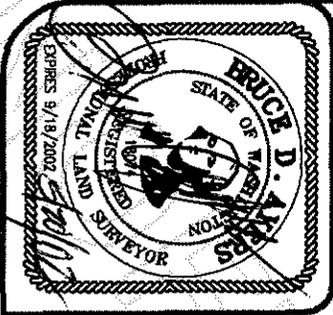
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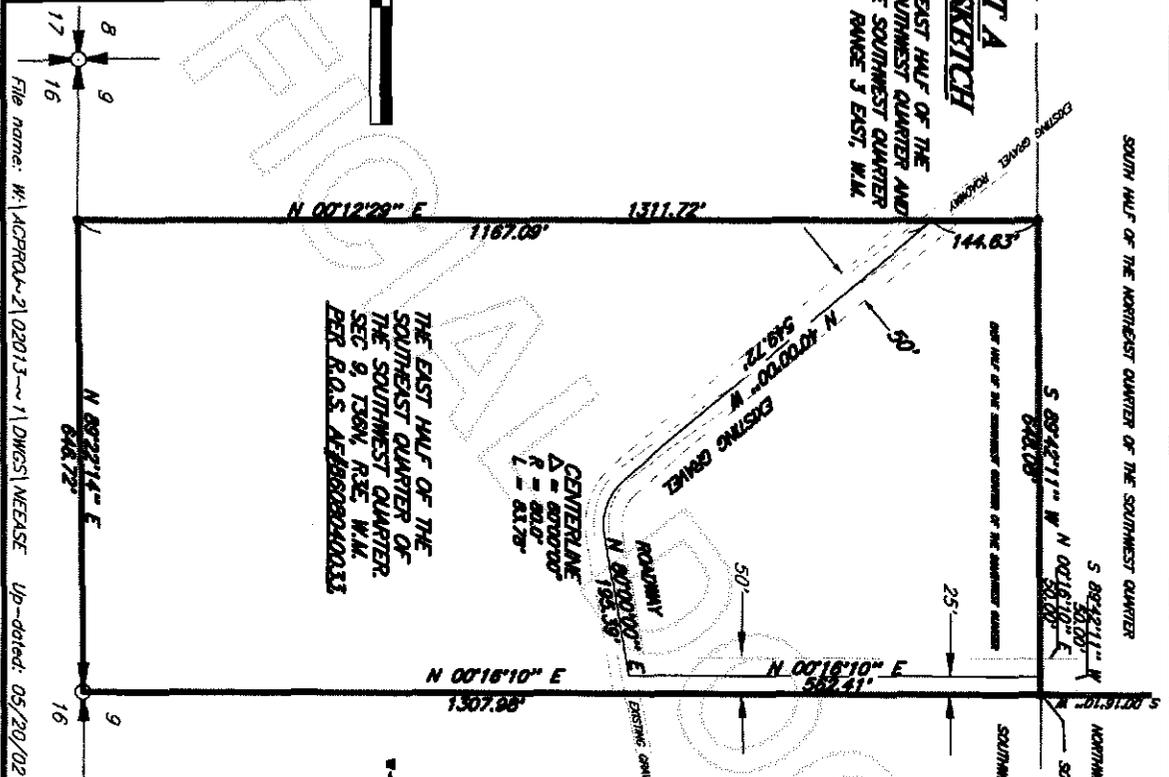
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**EXHIBIT A
BASEMENT SKETCH**

ACROSS A PORTION OF THE EAST HALF OF THE
SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER AND
THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER
OF SEC. 9, TOWNSHIP 38 NORTH, RANGE 3 EAST, W.M.



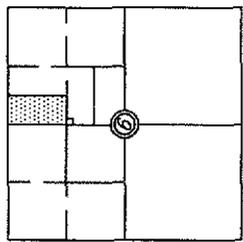
THE EAST HALF OF THE
SOUTHWEST QUARTER OF
THE SOUTHWEST QUARTER
PER R.O.S. #198828240233

CENTRIALINE
Δ = 800.00'
R = 80.0'
L = 81.7'



Apex Geomatics LLC
Land Surveying, Project consulting, permitting
2101 Cortland Ave.
Bellingham, WA 98225
Telephone 360-671-8200
FAX: 360-738-5367

TWP 36 N, R 3 E, SEC. 9
REF: A.H. JOB # 88207

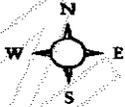


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DRAWN:	T.R.E./B.A.
CHKD:	B.O.A.
DATE:	5/20/02
SHEET:	1 OF 1
SCALE:	N.T.S.
JOB NO.:	02013



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Ayers Consulting, LLC

Land Surveying, Permitting,
& Project Consulting

2101 Cornwall Avenue
Bellingham, WA 98225
Telephone 360-671-8200
FAX: 360-738-9367

**RESERVATION OF A
NON-EXCLUSIVE EASEMENT
INGRESS, EGRESS AND UTILITIES
April 19, 2002**

A fifty-foot wide non-exclusive easement for ingress, egress and utilities over an existing gravel roadway and for new construction over, under and across that certain portion of the East Half of the Southeast Quarter of the Southwest Quarter of Section 9, Township 36 North, Range 3 East, W.M. Skagit County, State of Washington being twenty-five feet on either side of the following described easement centerline:

Commencing at the Southeast Corner of the East Half of the Southeast Quarter of the Southwest Quarter of said Section 9; Thence North $89^{\circ}22'14''$ East along the South line of said East Half for a distance of 646.72 feet to the Southwest corner of said East Half; Thence North $00^{\circ}12'29''$ East along the West line of said East Half for a distance of 1167.09 feet to a point in the center of an existing gravel roadway and True Point of Beginning for said fifty-foot easement centerline;

Thence South $40^{\circ}00'00''$ East along said existing gravel roadway for a distance of 549.72 feet to a beginning of a curve to the left whose center bears North $50^{\circ}00'00''$ East for distance of 80.00 feet; Thence along said curve, having a central angle of $60^{\circ}00'00''$ for a distance of 83.78 feet; Thence leaving said curve North $80^{\circ}00'00''$ East for a distance of 195.39 feet to a point perpendicular to and 25.00 feet distant from the East Line of said East Half; Thence North $00^{\circ}16'10''$ East leaving said centerline of existing gravel roadway parallel to said East line for a distance of 562.41 feet to a point on the North line of said East half and the terminus of said fifty-foot easement centerline.

TOGETHER WITH: Any additional width that may exist for the existing cut and fill slopes along the existing gravel roadway. Also, additional widths for cut and fill slopes as needed to construct a driveway to be constructed along a portion of the above easement.

TOGETHER WITH AND SUBJECT TO all other Conditions and Stipulations, General and Specific Exceptions, as well as Easements, Covenants, Rights and Restrictions of record.

Continued



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Easement Reservation

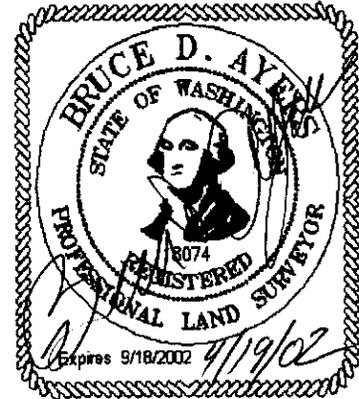
Page 2 of 2

April 19, 2002

BASIS OF BEARING and SURVEY: For the above described easement were found monumentation South 89° 22' 14" West along the South line the Southwest Quarter of Section 9, Township 39 North, Range 3 East of the W.M. as depicted on that certain Record of Survey AF# 8608040033

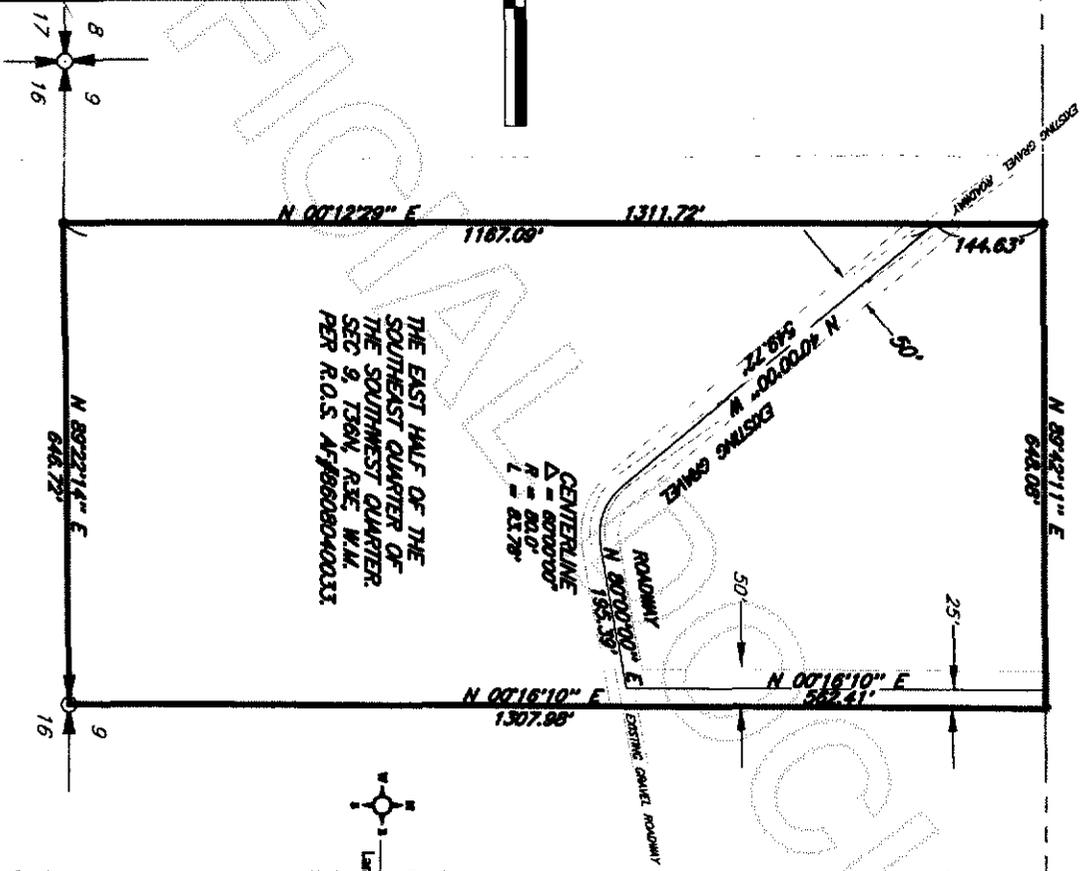
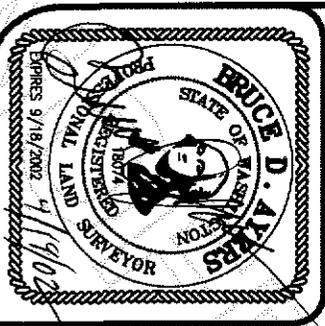
AUTHOR'S NOTE: The above easement descriptions were prepared at the specific request of the Client by Ayers Consulting, LLC. The above descriptions are not intended to be complete as to all other easements, restrictions and reservations of record that may exist for the subject easement and parcel.

Job No. 01072, WAC Projects 02/02013-Cantrell for Brazier/docs/4-2 Easement Legal.doc



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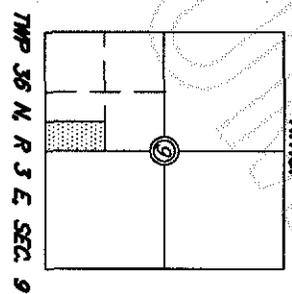
THE EAST HALF OF THE
SOUTHEAST QUARTER OF
THE SOUTHWEST QUARTER
SEC 9, T38N, R3E, W.M.
PER R.O.S. A78888040033.

CENTERLINE
Δ = 60°00'00"
R = 80.0'
L = 81.78'

EASEMENT RESERVATION SKETCH



Ayres Consulting LLC
Land Surveying, Project Consulting, Permitting
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DRAWN:	T.R.E./B.A.
CHD:	B.D.A.
DATE:	4/19/02
SHEET:	1 OF 1
SCALE:	N.T.S.
JOB NO.:	02013

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