

Recorded at the request of:

Joseph L. Rockne  
The Lawless Partnership  
6018 Seaview Ave. NW  
Seattle, WA 98107



200306230278

Skagit County Auditor

6/23/2003 Page 1 of 5 4:10PM

### EASEMENT AGREEMENT

This easement agreement (the "Agreement") is made this <sup>18</sup>~~12~~th day of <sup>June, 2003</sup>~~August, 2002~~,  
by and between the Grantors Richard S. Stockinger and Susan D. Stockinger, husband and  
wife and the Grantees Luther J. Cross and Arlene Cross, husband and wife.

### RECITALS

A. Richard S. Stockinger and Susan D. Stockinger, husband and wife own certain real  
property located in Skagit County, Washington, at 34815 Northshore Drive, Mt. Vernon,  
Washington (the "Servient Property") more particularly described as:

TRACT "E", LAKE CAVANAUGH SUBDIVISION,  
DIVISION NO. 1, AS PER PLAT RECORDED IN VOLUME  
5 OF PLATS, PAGES 37 THROUGH 43, INCLUSIVE,  
RECORDS OF SKAGIT COUNTY, WASHINGTON

Tax Parcel Number: 108571

B. Luther J. Cross and Arlene Cross, husband and wife, own certain real property  
located in Skagit County, Washington, at 34805 N. Shore Dr., Mount Vernon, Washington  
(the "Dominant Property") more particularly described as:

LOT 22, BLOCK 3 AND THE EAST 10 FEET OF LOT 6, BLOCK 4, IMMEDIATELY ADJACENT TO AND MEASURED PARALLEL WITH THE MOST EASTERLY BOUNDARY OF LOT 6, BLOCK 4, ALL IN LAKE CAVANAUGH SUBDIVISION, DIVISION NO. 1, ACCORDING TO THE PLAT RECORDED IN VOLUME 5 OF PLATS, PAGES 37 TO 43 INCLUSIVE, UNDER AUDITOR'S FILE NO. 393244, RECORDS OF SKAGIT COUNTY.

Tax Parcel Number:

C. The Grantee, Luther J. Cross desire to maintain ingress and egress to the property described in paragraph B above (and labeled "Dominant Property") upon a driveway which he has historically used and it is necessary that an easement be granted from Richard S. Stockinger and Susan D. Stockinger over the property described in paragraph A above (and labeled "Servient Property.").

D. The purpose of the easement is to allow ingress and egress over the servient property to the dominant property.

E. The scope of the easement shall be as follows:

Beginning at the Southeast Corner of Lot 22, Block 3, of said "Lake Cavanaugh Subdivision, Division No. 1"; thence North 45 Feet along the East line of said Lot 22, Block 3; Thence East 12.5 Feet; Thence South parallel to the East line of said Lot 22, Block 3, to the North Line of "North Shore Drive;" Thence westerly along said North line of "North Shore Drive" to the point of true beginning.

F. The parties to this easement acknowledge that the easement has not been delineated or described by survey.

G. The Grantors Richard S. Stockinger and Susan D. Stockinger, want to provide for an easement on the Servient Property to permit the Grantee ingress and egress to the Dominant Property.



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## AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, and agree as follows:

1. *Grant of Easement.* Richard S. Stockinger and Susan D. Stockinger hereby grants and conveys to Luther J. Cross and Arlene Cross, and their successors and assigns a non-exclusive perpetual easement for the use and maintenance of a driveway for ingress and egress to the Dominant Property over the Servient Property.

Grantees' Rights. In exercising the rights herein granted, the Grantees, their successors and assigns, may pass and repass over said property, may cut and remove brush, trees, and other obstructions which in the opinion of the Grantee interferes with the exercise of the rights and privileges granted herein.

Maintenance Costs. In consideration of the rights and privileges granted herein, the Grantees do hereby covenant and agree to pay the cost of repairs to the driveway on the above described premises, which covenant shall run with the land and shall be binding upon all subsequent owners thereof.

2. *Purpose of Easement.* The easement is granted for the purpose of the use and maintenance of a driveway for ingress and egress to the Dominant Property over the Servient Property.

3. *Easement Appurtenant: Covenant Running with the Land.* The Easement is for the benefit of and is appurtenant to the Dominant Property, and shall run with the land.

4. *Repair and Maintenance.* The parties desire to enter into an agreement regarding the allocation of responsibilities and costs for the maintenance and repair of the Easement, and therefore, agree, covenant, and stipulate as follows:

(a) *Right of Entry.* The owners of the Dominant Property and the Servient Property each shall have the right to enter upon the driveway for the purpose of inspection, maintenance, and repair.

(b) *Allocation of Maintenance Costs.* The owners of the Dominant Property shall bare the cost of maintenance of the Easement on the Servient Property.

(c) *Indemnification.* By accepting and recording this easement and for its term, Grantees agree to indemnify and hold harmless Grantors from any and all claims for injuries and/or damages suffered by any person which may be caused from Grantees' exercise



of the rights herein granted: provided, that Grantees shall not be responsible to Grantors for any damages to any person by acts or omissions of Grantors.

5. *Conflicts.* To the extent this agreement modifies any prior documents of record affecting the Properties, this Agreement shall control.

6. *Runs With the Land.* This agreement constitutes a covenant running with the land affecting the Dominant Property and the Servient Property and shall be binding upon and inure to the benefit of the respective owners and their heirs, successors, and assigns.

7. *Attorneys' Fees.* If any party brings a legal proceeding to enforce or obtain a declaration of its rights or for damages under this Agreement the prevailing party in such legal proceeding shall be entitled to recover its reasonable costs and attorney's fees from the nonprevailing party.

8. *Unity of Title.* It is the intention of the parties that the rights and obligations hereunder shall not be extinguished or terminated solely by reason of existing or future common ownership of the Properties.

9. *Entire Agreement.* This Agreement states all the terms and conditions for the Easement. Modification or waiver of any of the provisions of the Agreement shall be effective only if made in writing and executed with the same formalities as this Agreement.

DATED this 8 day of June, 2003.

Grantors:

Richard S. Stockinger  
Richard S. Stockinger

Susan D. Stockinger  
Susan D. Stockinger

Grantees:

Luther J. Cross  
Luther J. Cross

Arlene Cross  
Arlene Cross



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Skagit County Auditor

STATE OF WASHINGTON )  
 )ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that Richard S. Stockinger and Susan D. Stockinger signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

DATED

June 8, 2003

WARREN G. OTTESON  
STATE OF WASHINGTON  
NOTARY ---- PUBLIC  
MY COMMISSION EXPIRES 10-20-04

Warren G. Otteson

Name:

NOTARY PUBLIC in and for the  
State of Washington.

Commission Expires 10/20/03

Easement Agreement  
SKAGIT COUNTY WASHINGTON  
Real Estate Excise Tax  
12.61%

STATE OF WASHINGTON )  
 )ss.  
COUNTY OF KING )

JUN 23 2003

Amount Paid \$6  
Skagit County Treasurer  
By: mem Deputy

I certify that I know or have satisfactory evidence that Luther J. Cross and Arlene Cross signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

DATED

June 18, 2003

WARREN G. OTTESON  
STATE OF WASHINGTON  
NOTARY ---- PUBLIC  
MY COMMISSION EXPIRES 10-20-04

Warren G. Otteson

Name:

NOTARY PUBLIC in and for the  
State of Washington.

Commission Expires 10/20/04

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