

AFTER RECORDING RETURN TO:

William Allen
PO Box 437
Sedro-Woolley, WA 98284



200307220110
Skagit County Auditor

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COVER SHEET

Document Title: Easement Agreement

Reference Number(s) of Documents Assigned or Released: N/A

Grantor(s):

1. Iva Ewing
2. Vandelinder, Charles and Marilyn
3. Soren, William and Ruth
4. Gibbs, Jack and Elizabeth Gibbs

Grantee(s)

1. Iva Ewing
2. Vandelinder, Charles and Marilyn
3. Soren, William and Ruth
4. Gibbs, Jack and Elizabeth Gibbs

Abbreviated Legal Description: Portions of Sections 6 and 7, T.35N., R.6E., W.M.

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

P40802	350607-2-001-0001
P40785	350607-0-001-0005
P103662	350606-4-004-0100
P40780	350606-3-003-0008
P40784	350606-4-004-0005
P40795	350607-1-002-0002
P40776	350606-0-007-0000
P40787	350607-0-003-0003
P117904	350607-3-001-0100
P40810	350607-4-004-0004
P40811	350607-4-004-0103
P40812	350607-4-005-0003
P40796	350607-1-003-0001
P40786	350607-0-002-0004
P40803	350607-2-002-000

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

JUL 22 2003

Amount Paid \$ 0
Skagit Co. Treasurer
By *[Signature]* Deputy

AFTER RECORDING RETURN TO:

Name _____

Address _____

City, State, Zip _____

**AGREEMENT FOR ACCESS AND UTILITY EASEMENT
WITH PROVISIONS FOR MAINTENANCE**

This Declaration and Agreement for Access and Utility Easements and Maintenance Agreement is made by and between Iva Ewing, a single woman, Charles Daniel Vandelinder and Marilyn K. Vandelinder, husband and wife, William P. Soren and Ruth Soren, husband and wife, and Jack Gibbs and Elizabeth Gibbs, husband and wife, hereafter referred to as the "owners" or as the "declarants," as follows:

Recitals

A. IVA EWING, a single woman, is owner of property fully described on EXHIBIT A, which is attached hereto and by this reference incorporated herein, hereafter described as the "Ewing property."

B. MARILYN K. VANDELINDER, as her separate estate, and CHARLES DANIEL VANDELINDER and MARILYN K. VANDELINDER, husband and wife, are owners of property fully described on EXHIBIT B, which is attached hereto and by this reference incorporated herein, hereafter described as the "Vandelinder property."

C. WILLIAM P. SOREN, as his separate estate, and WILLIAM P. SOREN and RUTH SOREN, husband and wife, are owners of property fully described on EXHIBIT C, which is attached hereto and by this reference incorporated herein, hereafter described as the "Soren property."

D. ELIZABETH GIBBS, as her separate estate, and JACK D. GIBBS and ELIZABETH GIBBS, husband and wife are owners of property fully described on EXHIBIT D, which is attached hereto and by this reference incorporated herein, hereafter described as the "Gibbs property."

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E. There are existing roads which have been used by certain of the owners named above for purposes of access to and from their properties described on Exhibits A through D, attached.

F. The owners' titles to their properties derive from William Soren (father of Iva Ewing, Marilyn Vandelinder, William P. Soren and Elizabeth Gibbs). Some, but not all, of the deeds in the owners' chains of title reserve or reference an easement for ingress and egress over and across existing roads on the properties described herein.

G. The purpose of this document is to clarify and place on the public record the existence of an easement for ingress, egress and underground utilities over and across all roads existing as of the date of this document over, under and across the properties described on Exhibits A, B, C, and D to provide access and utilities to the owners' properties described on Exhibits A, B, C, D. It is also the desire of the owners that the access roads remain private roads for the benefit of the owners, their guests, invitees, licensees, and others traveling to the properties with permission of the owners, but that the roads not be open to the general public or to anyone not on the properties with permission of the owner or owners.

Declaration of Easement

NOW THEREFORE, in consideration of mutual covenants, benefits and obligations set forth herein, and for no monetary consideration, the parties hereto covenant, agree and convey as follows:

THE GRANTORS, Iva Ewing, a single woman, Charles Daniel Vandelinder and Marilyn K. Vandelinder, husband and wife, William P. Soren and Ruth Soren, husband and wife, and Jack Gibbs and Elizabeth Gibbs, husband and wife, hereby acknowledge the existence of the herein described easement and, for the purpose of placing said easement of record, grant, convey and quit claim to themselves, as GRANTEES, a nonexclusive easement for ingress, egress and underground utilities over, under and across the roads existing as of the date of this instrument within the properties described on Exhibits A, B, C, and D, which exhibits are attached hereto and incorporated by this reference. The easement is granted for the benefit of the properties described on said Exhibits A, B, C, and D.

INDEMNITY AND HOLD HARMLESS AGREEMENT

The owners acknowledge and recognize that the existing roads were constructed as logging roads and that some are in poor condition and have not been used or maintained on a regular basis. The undersigned owners each agree assume responsibility for any injuries or damages arising out of their own use of the access roads, or use by their their guests, invitees, agents, employees, or licensees. Each of the undersigned owners agrees

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to indemnify and hold harmless any of the other owners for any injuries or damages caused to another owner arising out of or caused by their use of the access roads, or use by their their guests, invitees, agents, employees, or licensees.

MAINTENANCE AGREEMENT

All owners shall in the cost and expense of maintaining the roads in proportion to their use of the road or roads, PROVIDED HOWEVER, if any party shall do damage to any road in excess of normal wear and tear, the party doing such damage shall be responsible for cost of making the repairs necessitated by such excess use. The owners of the properties described on Exhibits A through D, and their heirs, successors and assigns shall take said property subject to this maintenance agreement.

RESTRICTED ACCESS

The owners desire to limit access to use of the roads and to the properties described on Exhibits A-D to themselves and persons on the properties by their permission. Accordingly, they agree that a gate or gates will be installed at such point where access to and from the public road(s) first crosses the border of the properties described on Exhibits A-D. A lock or locks will be installed to limit access to the owners and persons with their permission to access. All owners will be provided with keys to the lock, or in the alternative, each of the owners will provide their own lock so that the owners will have access to use of the roads, but members of the general public and persons without express permission from one of the owners will not have free access to the properties and use of the roads.

EXECUTION IN COUNTERPARTS

This agreement may be executed in any number of original counterparts, with same effect as if all parties had signed the same document.

COVENANTS TO RUN WITH THE LAND

The covenants herein shall run with the land and shall be binding on the parties hereto, their heirs, successors or assigns, and all subsequent owners thereof. The owners of the properties described herein, and their heirs, successors and assigns shall take said property together with the easement for ingress, egress, and utilities described herein and subject to this easement.

Signatures and Notary Acknowledgments are on pages 4-7.



Iva Ewing

IVA EWING

STATE OF WASHINGTON)

: SS.

COUNTY OF SKAGIT)

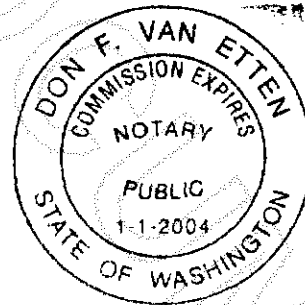
ON THIS DAY personally appeared before me IVA EWING, a single woman, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 14th day of July 2003.

Don F. Van Etten

Print Name: DON F. VAN ETTEN
NOTARY PUBLIC in and for the State of Washington, residing at 4600 Hobbs

My commission expires: 1-1-2004



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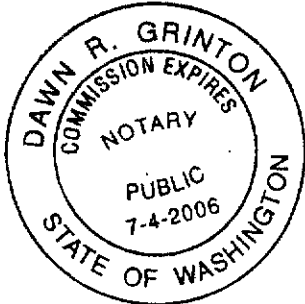
Charles D. Van Delinder
CHARLES DANIEL VANDELINDER

Marilyn K. Van Delinder
MARILYN K. VANDELINDER

STATE OF WASHINGTON)
: ss.
COUNTY OF SKAGIT)

ON THIS DAY personally appeared before me CHARLES DANIEL VANDELINDER and MARILYN K. VANDELINDER, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 12th day of July, 2003.



Dawn R. Grinton

Print Name: Dawn R. Grinton
NOTARY PUBLIC in and for the State of
Washington, residing at Burlington.

My commission expires: 7-4-06



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EXHIBIT A
Ewing Property

350607-2-001-0001/P40802

The Northeast Quarter of the Northwest Quarter of Section 7, Township 35 North, Range 6 East, W.M.

350607—001-0005/P40785

Government Lot 1, of Section 7, Township 35 North, Range 6 East, W.M.

All Situate in Skagit County, Washington



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EXHIBIT B
Vandelinder Property

350606-4-003-0008/P40780

That portion of the Southeast Quarter of the Southwest Quarter of Section 6, Township 35 North, Range 6 East, W.M., lying south of the old C.C.C. Road.

350606-4-004-0005/P40784

The Southeast Quarter of the Southeast Quarter of Section 6, Township 35 North, Range 6 East, W.M.

350606-0-006-0000/P40776

Government Lot 7 of Section 6, Township 35 North, Range 6 East, W.M.

350607-1-002-0002/P40795

The Northwest Quarter of the Northeast Quarter of Section 7, Township 35 North, Range 6 East, W.M.

All Situate in Skagit County, Washington



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EXHIBIT C
Soren Property

350607-0-003-0003/P40787

Government Lot 3 of Section 7, Township 35 North, Range 6 East, W.M.

350607-3-001-0100/P117904

The North One-Quarter of the Northeast Quarter of the Southwest Quarter of Section 7, Township 35 North, Range 6 East, W.M.

350607-4-004-0004/P40810

The Northwest Quarter of the Southeast Quarter of Section 7, Township 35 North, Range 6 East, W.M., EXCEPT the Northeast Quarter of the Northeast Quarter of said Northwest Quarter of the Southeast Quarter.

350607-4-004-0103/P40811

Northeast Quarter of the Northeast Quarter of said Northwest Quarter of the Southeast Quarter of Section 7, Township 35 North, Range 6 East, W.M.

350607-4-005-0003/P40812

That portion of the Southwest Quarter of the Southeast Quarter of Section 7, Township 35 North, Range 6 East, W.M., lying Northerly of the following described line:

Beginning at a point on the West line of said subdivision that lies 770 feet North of the Southwest corner thereof;

Thence Southeasterly in a straight line a distance of 1,344.4 feet, more or less, to a point on the East line of said subdivision that lies 470 feet North of the Southeast corner thereof.

All situate in Skagit County, Washington.



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EXHIBIT D
Gibbs Property

350607-0-002-0004/P40786

Government Lot 2 of Section 7, Township 35 North, Range 6 East, W.M.

350607-1-003-0001/P40796

The Southwest Quarter of the Northeast Quarter of Section 7, Township 35 North, Range 6 East, W.M., EXCEPT County Road.

3506072-002-0000

The Southeast Quarter of the Northwest Quarter of Section 7, Township 35 North, Range 6 East, W.M.

All Situate in Skagit County, Washington



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