

When Recorded Return To

Hermes Law Firm, PSC
1812 Hewitt Avenue
Everett, WA 98201



200403250065
Skagit County Auditor

3/25/2004 Page 1 of 12 9:41AM

RJH

NONEXCLUSIVE EASEMENT AGREEMENT

Grantor: Wilder Construction Company, a Washington Corporation

Grantees: Parviz Kazem and Michelle Kazem, Husband and Wife

Legal Description: Ptn. Of S. Half of SE Quarter of Section 2, Twnshp 33 N, Rge 4 E, W.M., in Skagit County, Washington

Additional Legal
on

Parcel 1: Exhibit 1
Parcel 2: Exhibit 2
Parcel 3: Exhibit 3

Assessor's Tax
Parcel ID#:

Parcel 1: 330422-3-001-0004
Parcel 2: 330427-1-001-0300
Parcel 3: 330427-1-001-0600

References Nos. of
Documents Released
or Assigned:

N/A

Reference No. of
Document Amended: 9501310040

EASEMENT AGREEMENT - 1

THIS AGREEMENT is executed this day by and between WILDER CONSTRUCTION COMPANY, a Washington Corporation, ("Grantor"), Parviz Kazem and Michelle Kazem, Husband and Wife, ("Grantees"), and Douglas Lenz and Denise Lenz, Husband and Wife, ("Lenz").

RECITALS

1. Grantors own a certain parcel of real property located in Skagit County, Washington. Grantors' property is legally described in attached Exhibit 1, which is fully incorporated herein by reference. Grantors' property is referred to as "Parcel 1" in this Agreement.

2. Lenz own a certain parcel of real property located in Skagit County, Washington. Lenz' property is legally described in attached Exhibit 2, which is fully incorporated herein by reference. Lenz' property is referred to as "Parcel 2" in this Agreement. Parcel 2 is adjacent to, and Southeasterly of, Parcel 1.

3. Grantors and Lenz are parties to an Exclusive Easement Agreement, which provides access and utilities over Parcel 1 in favor of Parcel 2. The Easement Agreement is recorded under Skagit County Auditor's File No. 9501310040, and is fully incorporated herein by reference as if fully set forth in this Agreement. The Easement Agreement identifies an area within Parcel 1 as the Easement area in favor of Parcel 2. The Easement Area is referred to as the "Easement Property" in this Agreement.

4. Grantees own a certain parcel of real property located in Skagit County, Washington. Grantees' property is legally described in attached Exhibit 3, which is fully incorporated herein by reference. Grantees' property is referred to as "Parcel 3" in this Agreement. Parcel 3 is adjacent to, and immediately South of, Parcel 1.

5. Grantees desire to use the Easement Property to access to Parcel 3. Grantor and Lenz desire that Grantees be entitled to use the Easement Property to access Parcel 3, upon the terms and conditions contained in this Agreement. The Easement Property is legally described in attached Exhibit 4, which is fully incorporated herein by reference.

NOW, THEREFORE, in consideration of mutual benefits, the receipt and legal sufficiency of which are hereby acknowledged by all parties, the parties hereby agree as follows:

I. GRANT OF EASEMENT

Grantors, as the owners of Parcel 1, hereby grant and convey to Grantees, their heirs, successors, and assigns, and all future owners of Parcel 3, and for the benefit of Parcel 3, a

EASEMENT AGREEMENT - 2



200403250065

Skagit County Auditor

permanent, perpetual and nonexclusive easement for the purpose of ingress and egress, for purposes of one single family residence of Parcel 3, over, under and across that portion of Parcel 1 constituting the Easement Property.

II. SCOPE OF EASEMENT

The scope of the easement granted pursuant to this Agreement shall be limited to use for the benefit of one single family residential dwelling on Parcel 3. Grantees shall not be entitled to intensify Parcel 3's use of the Easement Property beyond the scope identified in this Section II. No party to this Agreement shall be entitled to block, barricade, or restrict access to the easement by any other party hereto, or to cause damage to the Easement Property.

III. INTENSIFICATION OR JOINT USE

Nothing contained herein shall limit or impair the rights of Parcel 1 or Parcel 2 to intensify the use of the Easement Property, as long as such intensification does not substantially impair the rights of Parcel 3 to the Easement Property.

IV. ALTERATIONS AFFECTING EASEMENT

Subject to the rights pursuant to §III above, or otherwise identified in this Agreement, any alterations to, or altering in any way the existence, scope, or maintenance condition of the easement created herein shall be mutually agreed to in advance in writing by all parties hereto.

V. COMPLIANCE WITH LAW

Grantee shall comply with all applicable laws and ordinances of governmental authorities having jurisdiction over the Easement Property.

VI. DURATION OF EASEMENT

Each and all of the covenants, conditions, limitations, easements, rights and restrictions contained herein will run with and bind each Parcel, shall be for the benefit of each of the Parcels, shall be binding upon each Owner of the Parcels and their respective successors, assigns, transferees, heirs and personal representatives of such Owners, and all benefits deriving therefrom shall inure to the benefit of and be enforceable by the Owners of the Parcels benefited hereby and the respective successors, assigns, transferees, heirs and personal representatives of such Owners.

VII. EASEMENT TO BE PAVED

Upon the execution of this Agreement, Grantees agree to deposit the sum of \$18,467.30 (the "Paving Expense") pursuant to Grantor's easement paving proposal No. QS009-34. Said EASEMENT AGREEMENT - 3



200403250065
Skagit County Auditor

9.6. **Dispute Resolution.** Any dispute arising out of this Agreement shall be resolved by arbitration by one independent and knowledgeable Arbitrator, agreed on by the parties. If the parties cannot agree on the Arbitrator, then any party may petition the Presiding Judge of Skagit County Superior Court to appoint one, upon twenty (20) days' notice to the other parties. The Arbitrator's decision shall be final and binding upon the parties. The Arbitrator shall have the discretion to award the prevailing party(ies) the costs and expenses incurred for the Arbitration, including, if applicable, reasonable attorney's fees.

9.7. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which together will constitute a single agreement.

X. EXECUTION

IN WITNESS OF THEIR AGREEMENT the parties have executed this

Easement Agreement on this 15th day of MARCH, 2004.

GRANTOR:

WILDER CONSTRUCTION

COMPANY, a Washington

Corporation

By: [Signature]

Printed Name: William C. Taylor

Title: VP Finance & Administration

GRANTEES:

[Signature] 2-21-04
Parviz Kazem
[Signature] 2-21-04
Michelle Kazem

SKAGIT COUNTY WASHINGTON
 Real Estate Excise Tax

MAR 25 2004

Amount Paid \$
 Skagit County Treasurer
 Deputy [Signature]



200403250065
 Skagit County Auditor

9.6. Dispute Resolution. Any dispute arising out of this Agreement shall be resolved by arbitration by one independent and knowledgeable Arbitrator, agreed on by the parties. If the parties cannot agree on the Arbitrator, then any party may petition the Presiding Judge of Skagit County Superior Court to appoint one, upon twenty (20) days' notice to the other parties. The Arbitrator's decision shall be final and binding upon the parties. The Arbitrator shall have the discretion to award the prevailing party(ies) the costs and expenses incurred for the Arbitration, including, if applicable, reasonable attorney's fees.

9.7. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which together will constitute a single agreement.

X. EXECUTION

IN WITNESS OF THEIR AGREEMENT the parties have executed this

Easement Agreement on this _____ day of _____, 2004.

LENZ:

Douglas Lenz

Denise Lenz

Denise Lenz

Approved By:

Printed Name: _____

Printed Name: _____

WILDER CONSTRUCTION COMPANY, a Washington Corporation

By: _____

Printed Name: _____

Title: _____

GRANTEES:

Paul B. Kazem
Parviz Kazem

Michelle Rogan
Michelle Kazem

EASEMENT AGREEMENT - 5 - 5



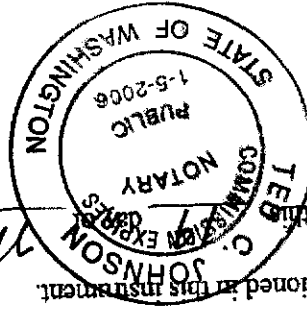
Skagit County Auditor



EASEMENT AGREEMENT - 7

L:\ZDM-0\w\lde\Easement\021004.doc

Commission Expires: 1/5/05
Residing at: MT Vernon
State of Washington
NOTARY PUBLIC in and for the
Printed Name: TEB C. JOHNSON

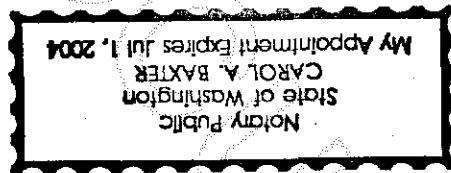


Dated this March day of 2004

I certify that I know or have satisfactory evidence that Suzanne Christensen and N/A are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they are authorized to execute the instrument and acknowledged it to be the free and voluntary act of such parties for the uses and purposes mentioned in this instrument.

STATE OF WASHINGTON)
(ss. Suzanne)
COUNTY OF SKAGH)

Commission Expires: 7-1-2004
Residing at: Lake Stevens
State of Washington
NOTARY PUBLIC in and for the
Printed Name: Carol Baxter



Dated this 8th day of March, 2004.

I certify that I know or have satisfactory evidence that PARVIZ KAZEM and MICHELL KAZEM are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they are authorized to execute the instrument and acknowledged it to be the free and voluntary act of such parties for the uses and purposes mentioned in this instrument.

STATE OF WASHINGTON)
(ss. Michelle)
COUNTY OF SKAGH)

Skagit County Auditor

200403250065



Skagit County TPN: 330422-3-001-0004

Situate in the County of Skagit, State of Washington

The South Half of the Southeast Quarter of Section 22, Township 33
North, Range 4 East, W.M.;

LEGAL DESCRIPTION OF PARCEL 1

EXHIBIT 1

UNOFFICIAL DRAFT DOCUMENT



Skagit County TPN: 330427-1-001-0300

Situate in the County of Skagit, State of Washington

Lot 3 of Short Plat 94-0050, Within a Portion of Section 27, Township 33
North, Range 4 East, W.M.;

LEGAL DESCRIPTION OF PARCEL 2

EXHIBIT 2



Acres Account, Acres 9.60, Lot 1 of Skagit County Short Plat PL-02-0011, Skagit County Auditor's File No. 200301230207, being a portion of the West Half of the Northeast Quarter of the Northeast Quarter of Section 27, Township 33 North, Range 4 East, W.M.;
Situate in the County of Skagit, State of Washington
Skagit County TPN: 330427-1-001-0600

LEGAL DESCRIPTION OF PARCEL 3

EXHIBIT 3

Skagit County Auditor
200403250065



A nonexclusive easement for ingress and egress over and across the North
60 Feet of the West Half of the Northeast Quarter of the Northeast
Quarter of Section 27, Township 33 North, Range 4 East, W.M.; except
the road along the West line
Situate in the County of Skagit, State of Washington

LEGAL DESCRIPTION OF EASEMENT PROPERTY

EXHIBIT 4

UNOFFICIAL DOCUMENT