

After recording, please return to:
Goodyear Nelson Hardwood Lumber Co., Inc.
Attn: Paul Kriegel
2929 Roeder Avenue
Bellingham, WA 98225



200505130119

Skagit County Auditor

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EASEMENT AND ROAD MAINTENANCE AGREEMENT

Grantors: Goodyear Nelson Hardwood Lumber Co., Inc.
Grantees: Brenton R. Davey; Thomas C. Stowe and Patricia R. Stowe
Legal Descriptions (abbreviated) (See additional legal descriptions on Page 1 and 2)
and Parcel Numbers:

Grantor: Lots 1 through 14, Block 297; Lots 1 through 14, Block 298; Lots 1 and 14, Block 299; Lots 1 through 14, Block 274; Julius S. Potter's Plat of Fidalgo City, according to the plat thereof recorded in Volume 2 of Plats, page 77, records of Skagit County, Washington;
Tax parcel numbers P73443; P73439; P73438

Grantees: Lots 1 to 14, inclusive of vacated Bloc 320; Fractional Lots 1 to 7, inclusive, of vacated Block 321, of "Julius S. Potter's Plat of Fidalgo City, Washington, as per plat recorded in Volume 2 of Plats, page 77, records of Skagit County, Washington;
Tax parcel numbers P73458; P73441; P73459

Reference Numbers of Related Document(s):

COME NOW Goodyear Nelson Hardwood Lumber Co., Inc, a Washington corporation (hereinafter referred to as "Grantor") and Brenton R. Davey, and Thomas C. & Patricia R. Stowe (hereinafter referred to as "Grantees") and enter into this EASEMENT AND ROAD MAINTENANCE AGREEMENT ("Agreement") pursuant to the following terms and conditions:

1. **Legal Descriptions**

a. Grantor owns property legally described as follows:

LOTS 1 THROUGH 14, BLOCK 297; LOTS 1 THROUGH 14, BLOCK 298; LOTS 1 AND 14, BLOCK 299; LOTS 1 THROUGH 14, BLOCK 274; JULIUS S. POTTER'S PLAT OF FIDALGO CITY, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGE 77, RECORDS OF SKAGIT COUNTY, WASHINGTON; TOGETHER WITH THOSE PORTIONS OF VACATED STREETS AND ALLEYS ADJOINING WHICH UPON VACATION HAVE ATTACHED TO SAID PREMISES BY OPERATION OF LAW.

- b. Grantee Brenton R. Davey owns that real property with the following legal description:

THE NORTH 185.00 FEET OF THE SOUTH 370.00 FEET (AS MEASURED AT RIGHT ANGLES TO THE CENTERLINE OF STARR STREET) OF ALL OF THE FOLLOWING DESCRIBED PREMISES:

LOTS 1 TO 14, INCLUSIVE, OF VACATED BLOCK 320; FRACTIONAL LOTS 1 TO 7, INCLUSIVE, OF VACATED BLOCK 321, OF "JULIUS S. POTTER'S PLAT OF FIDALGO CITY, WASHINGTON", AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 77, RECORDS OF SKAGIT COUNTY, WASHINGTON.

TOGETHER WITH THE VACATED ALLEYS OF BOTH BLOCKS 320 AND 321; ALL OF VACATED OLIVER AVENUE BETWEEN SAID BLOCKS 320 AND 321; THE VACATED WEST ½ OF WOODLAND AVENUE ABUTTING BLOCK 320; THE VACATED SOUTH ½ OF STEWART STREET AND THE VACATED NORTH ½ OF STARR STREET LYING WEST OF THE CENTERLINE OF WOODLAND AVENUE WHICH UPON VACATION REVERTED TO SAID PREMISES BY OPERATION OF LAW.

TOGETHER WITH THE SOUTH ½ OF THE VACATED NORTH ½ OF STEWART STREET LYING EAST OF THE WEST LINE OF THE SOUTHERLY EXTENSION OF THE WEST LINE OF THE ALLEY IN BLOCK 298 OF SAID PLAT AND LYING WESTERLY OF THE CENTERLINE OF WOODLAND AVENUE AS SHOWN ON SAID POTTER'S PLAT TO FIDALGO CITY.

ALSO TOGETHER WITH THOSE TIDELANDS OF THE SECOND CLASS, SITUATE IN FRONT OF, ADJACENT TO OR UPON THAT PORTION OF THE GOVERNMENT MEANDER LINE AND DESCRIBED IN THAT CERTAIN INSTRUMENT FROM FRED EYRE, A WIDOWER, TO FRED MORELAN AND KATHRYN MORELAN, HUSBAND AND WIFE, DATED AUGUST 18, 1926, AND RECORDED AUGUST 30, 1926, UNDER AUDITOR'S FILE NO. 196865, AND IN THAT CERTAIN INSTRUMENT FROM AGATON OLSON AND BERTHA OLSON, HUSBAND AND WIFE, TO FRED MORELAN AND KATHRYN MORELAN, HUSBAND AND WIFE, DATED OCTOBER 28, 1927, AND RECORDED NOVEMBER 14, 1927, UNDER AUDITOR'S FILE NO. 208598.

EXCEPTION FROM THE ABOVE, THOSE PORTIONS CONVEYED BY W.R. MORELAN, GEORGE E. MORELAN, AND FREDERICK MORELAN TO GOODYEAR NELSON HARDWOOD LUMBER COMPANY, INC., BY THOSE INSTRUMENTS RECORDED JUNE 18, 1969, UNDER AUDITOR'S FILE NOS. 727847 AND 727848. ALL IN SECTION 24, TOWNSHIP 34 NORTH, RANGE 1, EAST W.M.

- c. Grantees Thomas C. and Patricia R. Stowe own that real property with the following legal description:

LOTS 1 TO 14, INCLUSIVE, OF VACATED BLOCK 320; FRACTIONAL LOTS 1 TO 7, INCLUSIVE, OF VACATED BLOCK 321, OF "JULIUS S. POTTER'S PLAT OF FIDALGO CITY, WASHINGTON", AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 77, RECORDS OF SKAGIT COUNTY, WASHINGTON.

TOGETHER WITH THE VACATED ALLEYS OF BOTH BLOCKS 320 AND 321; ALL OF VACATED OLIVER AVENUE BETWEEN SAID BLOCKS 320 AND 321; THE VACATED WEST ½ OF WOODLAND AVENUE ABUTTING BLOCK 320; THE VACATED SOUTH ½



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OF STEWART STREET AND THE VACATED NORTH ½ OF STARR STREET LYING WEST OF THE CENTERLINE OF WOODLAND AVENUE WHICH UPON VACATION REVERTED TO SAID PREMISES BY OPERATION OF LAW.

TOGETHER WITH THE SOUTH ½ OF THE VACATED NORTH ½ OF STEWART STREET LYING EAST OF THE WEST LINE OF THE SOUTHERLY EXTENSION OF THE WEST LINE OF THE ALLEY IN BLOCK 298 OF SAID PLAT AND LYING WESTERLY OF THE CENTERLINE OF WOODLAND AVENUE AS SHOWN ON SAID POTTER'S PLAT TO FIDALGO CITY.

ALSO TOGETHER WITH THOSE TIDELANDS OF THE SECOND CLASS, SITUATE IN FRONT OF, ADJACENT TO OR UPON THAT PORTION OF THE GOVERNMENT MEANDER LINE AND DESCRIBED IN THAT CERTAIN INSTRUMENT FROM FRED EYRE, A WIDOWER, TO FRED MORELAN AND KATHRYN MORELAN, HUSBAND AND WIFE, DATED AUGUST 18, 1926, AND RECORDED AUGUST 30, 1926, UNDER AUDITOR'S FILE NO. 196865, AND IN THAT CERTAIN INSTRUMENT FROM AGATON OLSON AND BERTHA OLSON, HUSBAND AND WIFE, TO FRED MORELAN AND KATHRYN MORELAN, HUSBAND AND WIFE, DATED OCTOBER 28, 1927, AND RECORDED NOVEMBER 14, 1927, UNDER AUDITOR'S FILE NO. 208598.

EXCEPTING FROM THE ABOVE, THOSE PORTIONS CONVEYED BY W.R. MORELAN, GEORGE E. MORELAN, AND FREDERICK MORELAN TO GOODYEAR NELSON HARDWOOD LUMBER COMPANY, INC., BY THOSE INSTRUMENTS RECORDED JUNE 18, 1969, UNDER AUDITOR'S FILE NOS. 727847 AND 727848. ALL IN SECTION 24, TOWNSHIP 34 NORTH, RANGE 1, EAST W.M.

EXCEPTING FROM ALL OF THE PREMISES ABOVE DESCRIBED THE SOUTH 370 FEET THEREOF, MEASURED AT RIGHT ANGLES TO STARR STREET.

THAT PORTION OF THE "JULIUS S. POTTER'S PLAT OF FIDALGO CITY, WASHINGTON," AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 77, RECORDS OF SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 8, BLOCK 298 OF SAID PLAT; THENCE NORTH ALONG THE WEST LINE OF THE VACATED ALLEY IN SAID BLOCK 298, A DISTANCE OF 50 FEET; THENCE EAST PARALLEL TO THE SOUTH LINE OF BLOCKS 298 AND 299; AND SAID BLOCK LINES EXTENDED EASTERLY, TO THE CENTERLINE OF VACATED WOODLAND AVENUE; THENCE SOUTH ALONG THE CENTERLINE OF VACATED WOODLAND AVENUE TO THE SOUTH LINE OF THE NORTH ½ OF THE VACATED NORTH ½ OF STEWART STREET; THENCE WEST ALONG THE SOUTH LINE OF SAID NORTH ½ OF THE VACATED NORTH ½ OF STEWART STREET TO A POINT SOUTH OF THE POINT OF BEGINNING; THENCE NORTH TO THE POINT OF BEGINNING; EXCEPT THE WEST 150 FEET THEREOF.

2. Easement

In consideration of One Thousand Eight Hundred Dollars (\$1800.00) in hand paid, the mutual benefit to all parties derived and to be derived herein, and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby conveys to Grantees a twenty-foot non-exclusive easement over, below, and above that area legally described in Exhibit A, attached hereto and incorporated by reference, for the purpose of providing ingress and egress and utilities. The location of said Easement is further described on Exhibit 1, attached hereto and incorporated by reference.



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All previously granted easements over the easement area running to the benefited properties are hereby void, and all rights of use and responsibilities for the easement area as between the parties shall be exclusively governed by the terms of this Agreement.

3. Utility Installation

Pursuant to the terms of this Easement, Grantees shall have the right to install and maintain utilities within the Easement area. Grantees shall be solely responsible for the costs, installation, repair, and maintenance of any and all utilities installed within the Easement area. Upon the completion of any installation of any utilities, said Easement area shall be restored to its original condition at Grantees' sole cost and expense.

4. Severability

Should any provision of this Agreement be found to be void or otherwise unenforceable, all other provisions shall remain enforceable and binding.

5. Governing Law

This Agreement shall be construed under the laws of the state of Washington.

6. Attorney's Fees

In any litigation arising out of this Agreement, including appeals, the prevailing party shall be entitled to recover from the other party all costs and attorney's fees.

7. Obligations Run With the Land

The rights and obligations contained in this Agreement shall be binding upon and inure to the benefit of all assignees, devisees, or transferees of property owned by a property owner and shall in all respects attach to the individual properties served by the easement.

Dated this 1 day of APRIL, 2005



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GRANTOR:

Goodyear Nelson Hardwood Lumber Co, Inc.,
a Washington Corporation

By:

Paul Kriegel

Paul Kriegel, Resource Manager

GRANTEES:

Thomas C. Stowe

Thomas C. Stowe

Patricia R. Stowe

Patricia R. Stowe

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

MAY 13 2005

Amount Paid \$
Skagit County Treasurer
Deputy
By: LM

This is to certify the
Paul Kriegel signed in
my presence
Notary in the State of
Washington

Kristine G. Blue
Commission
expired
9-8-2008



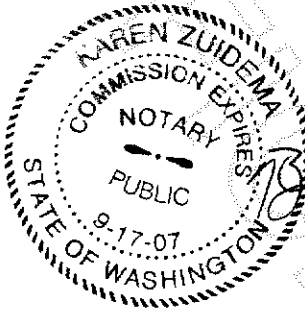
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Skagit County Auditor

STATE OF WASHINGTON)
County of Skagit }

This is to certify that on the 1st day of April, 2005, before me, the undersigned Notary Public in and for the State of Washington, personally appeared Thomas C. Stowe to me known to be the individual described in and who executed the foregoing instrument and acknowledged to me that he/she signed and sealed the same as his/her free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

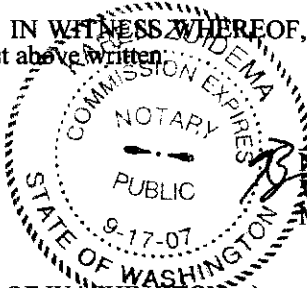


Karen Zuidema
NOTARY PUBLIC in and for the State of Washington
Washington, Residing at Anacortes WA
My Commission Expires 9/17/07

STATE OF WASHINGTON)
County of Skagit }

This is to certify that on the 1st day of April, 2005, before me, the undersigned Notary Public in and for the State of Washington, personally appeared Patricia R. Stowe to me known to be the individual described in and who executed the foregoing instrument and acknowledged to me that he/she signed and sealed the same as his/her free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Karen Zuidema
NOTARY PUBLIC in and for the State of Washington
Washington, Residing at Anacortes WA
My Commission Expires 9/17/07

STATE OF WASHINGTON)
County of _____ }

This is to certify that on the _____ day of _____, 2005, before me, the undersigned Notary Public in and for the State of Washington, personally appeared _____ to me known to be the individual described in and who executed the foregoing instrument and acknowledged to me that he/she signed and sealed the same as his/her free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

NOTARY PUBLIC in and for the State of
Washington, Residing at _____
My Commission Expires _____



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Exhibit "A"

DESCRIPTION OF CENTERLINE OF 20 FOOT WIDE EASEMENT FOR INGRESS AND EGRESS ONLY ALONG QUIET COVE ROAD AND QUIET COVE LANE, DRIVE.

A 20 foot wide easement for ingress and egress only, over, under and across a portion of Government Lot 6 (also known as the Northwest quarter of the Southeast quarter), Section 24, Township 34 North, Range 1 East of W.M., the centerline of said easement being more particularly described as follows:

Commencing at the intersection of the East line of Peoria Avenue of Julius S. Potter's Plat of Fidalgo City as filed in Volume 2 of Plats, page 77, records of Skagit County, Washington; with the Southerly right-of-way line of State Highway 20; said intersection is as shown on that record of survey for Goodyear Nelson as recorded in Volume 5 of Surveys at Page 109 and filed under A.F. No. 8401160009; thence North $75^{\circ} 24' 30''$ East along said Southerly right-of-way line a distance of 31.05 feet to the centerline of an existing road and the true point of beginning of this easement description; thence along the centerline of said existing road South $00^{\circ} 22' 10''$ West a distance of 506.89 feet to a point, thence Southeasterly along a curve to the left having a radius of 116.00 feet, a central angle of $52^{\circ} 46' 33''$ for an arc distance of 106.85 feet; thence South $52^{\circ} 24' 27''$ East a distance of 34.05 feet to a point; thence Southeasterly along a curve to the right having a radius of 1927.00 feet, a central angle of $5^{\circ} 28' 36''$ for an arc distance of 184.20 feet; thence South $46^{\circ} 55' 44''$ East a distance of 73.57 feet to a point; thence Southeasterly along a curve to the right having a radius of 79.00 feet, a central angle of $40^{\circ} 09' 14''$ for an arc distance of 55.36 feet; thence South $06^{\circ} 46' 27''$ East a distance of 17.04 feet to the terminus of this easement description; said terminus lying South $89^{\circ} 54' 23''$ East a distance of 48.06 feet from the intersection of the centerline of vacated Oliver Avenue with the South line of Lot 14, Block 299 extended westerly as shown on the above mentioned record of survey map for Goodyear Nelson.

As depicted on Exhibit "1" attached hereto and incorporated herein by reference.

Subject to and together with all easements, covenants, restrictions and/or agreements of record.



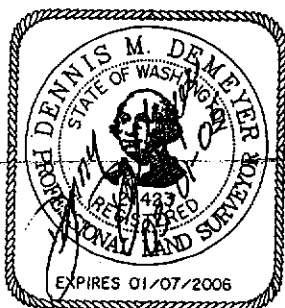
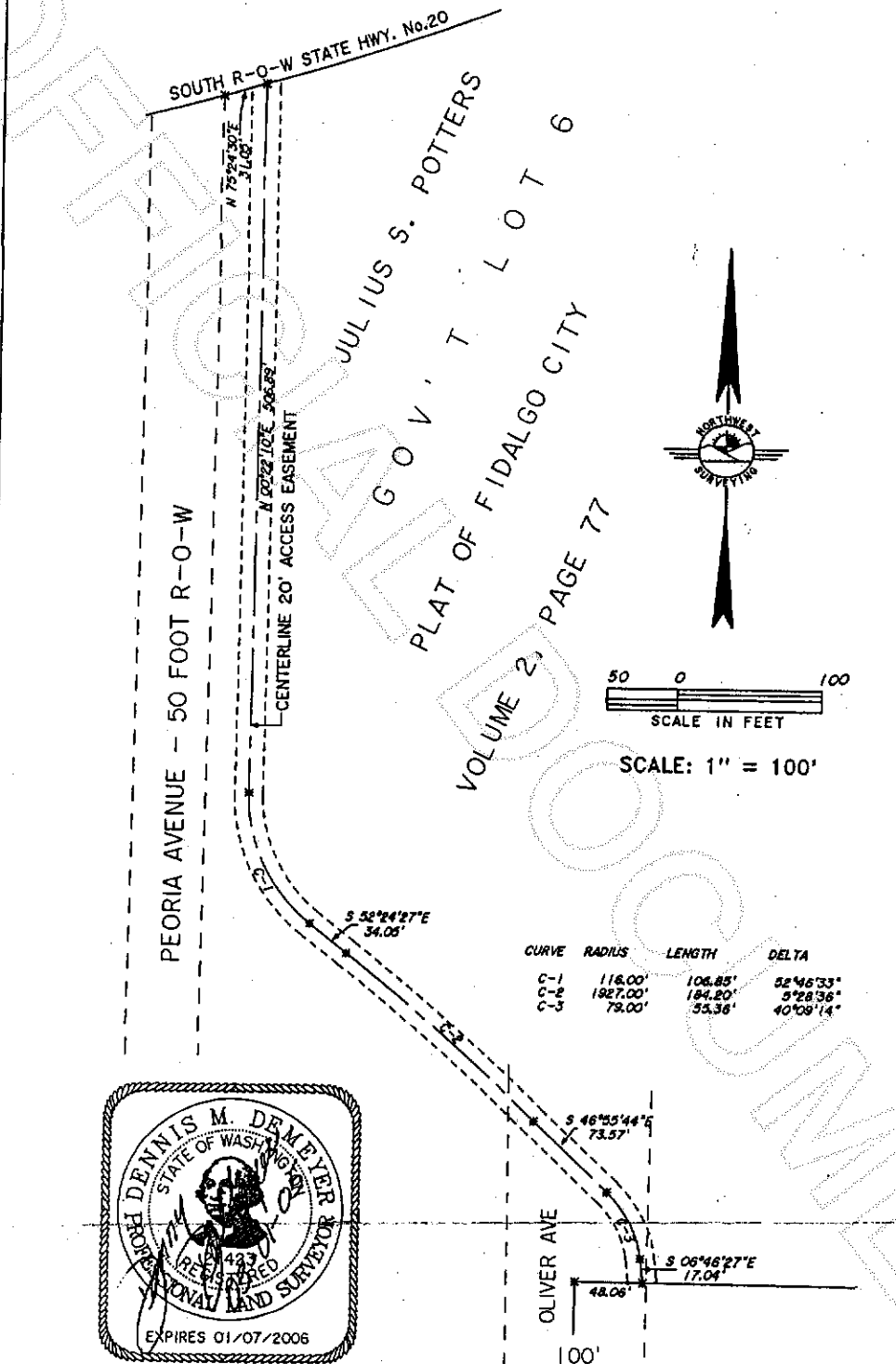
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EXHIBIT "1"

SHOWING LOCATION OF 20' ACCESS EASEMENT

PORTION GOV'T LOT 6, (NW 1/4, SE 1/4) SEC. 24, TWP. 34 N., R. 1 E. OF W.M.
FOR MOUNT BAKER PRODUCTS



NORTHWEST SURVEYING & GPS
DENNY DEMEYER, L.S. 21423
407 5TH STREET, LYNDEN, WA 98542
PH. (360) 354-1950 FAX. (360) 354-76



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