

RECORDED AT THE REQUEST OF  
AND AFTER RECORDING RETURN TO:

John R. Cox & Associates LLC  
P.O. Box 456  
Anacortes, WA 98221



200507150188  
Skagit County Auditor

7/15/2005 Page 1 of 9 2:12PM

### EASEMENT

Assessor's Tax Parcel ID#:

P - 111753 Lot 15E, Plat of Marine Heights  
P - 111754 Lot 16D, Plat of Marine Heights

### RECITALS

- A. Gerald and Patricia Schwafel are the owners of the property of Lot 15E in Marine Heights and are willing, on the terms and conditions set forth herein, to grant access easement to the owners of Lot 16D, which easements are intended to create a common driveway over both lots for the use and benefit of the owners of each lot.
- B. Steven and Charla Jones are the owners of the property of Lot 16D in Marine Heights and are willing, on the terms and conditions set forth herein, to grant access easement to the owners of Lot 15E, which easements are intended to create a common driveway over both lots for the use and benefit of the owners of each lot.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Easement. The owners of Lot 15E (Gerald & Patricia Schwafel) hereby grants to the owners of Lot 16D (Steven & Charla Jones) and the owners of Lot 16D (Steven & Charla Jones) hereby grants to the owners of Lot 15E (Gerald & Patricia Schwafel) an exclusive easement (the "driveway easement") for pedestrian and vehicular ingress and egress over that portion of that is used as a driveway, as depicted on **Exhibit B** hereto (the "Driveway Easement Area"); provided, however, that (a) each owner shall cause to be located in the Driveway Easement Area located on their lot, a driveway suitable for ordinary passenger vehicles, which driveway may be relocated within the Driveway Easement Area on their property from time to time so long as the other Lot owner shall incur no cost or expense in connection with such relocation and so long as

after giving effect to any such relocation, such driveway located on such property connects to the then-existing driveway located on the other owners lot in a manner so as to permit pedestrian and vehicular ingress and egress over such driveway and (b) each residence to be constructed may not be permitted within the Driveway Easement Area, however the overhang of the roof eaves will be allowed in the Driveway Easement Area and (c) each owner may locate utilities for their lot under the surface of the Driveway Easement Area located on their own lot and may grant other easements over the Driveway Easement Area located on their lot for such utilities purposes only, so long as (i) such easements or utilities shall not interfere with the other owners use of the driveway located in the Driveway Easement Area, (ii) after any use of the Driveway Easement Area for such purposes, the owner shall restore or cause the restoration of the driveway located in the Driveway Easement Area to its pre-existing condition (or better, as described in Paragraph 2, below) at such cost and expense to the owner making the changes, and (iii) the other owner shall incur no-cost or expense in connection with the use of the Driveway Easement Area located on the other owners property for such purposes by any other person. The driveway located in the Driveway Easement Area on each owners lot is intended for pedestrian and vehicular access to and from the single family residence located on each lot only and for incidental parking and other purposes. The Driveway Easement Area may not be relocated.

2. Maintenance. Each owners shall pay the costs incurred from time to time for maintaining that portion of the Driveway Easement Area located on their property that is used as a driveway in a safe and serviceable condition and to a standard consistent with the design standards for the Plat of Marine Highlands recorded in Volume 16 of Plats, pages 173 through 175, records of Skagit County, Washington.

3. Miscellaneous. In the event of any litigation or other legal proceedings to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover from the nonprevailing party its reasonable costs and attorney fees. This instrument shall be binding upon, and shall inure to the benefit of, the respective successors and assigns of the parties hereto. This instrument may only be amended by a further written instrument, duly executed by the owners of both lots, and recorded in the real property records of Skagit County, Washington. This instrument is intended as the full and final expression of the intention of the parties with respect to the subject matter hereto, and supersedes any other understandings with respect hereto, whether written or oral. This instrument may be executed in counterparts.

IN WITNESS WHERE OF, this instrument is executed as of the date recorded above.

  
200507150188  
Skagit County Auditor

7/15/2005 Page 2 of 9 2:12PM

**EXHIBIT A**

**Lot 15E and Lot 16D**

Lot 15E and Lot 16D, PLAT OF MARINE HEIGHTS, according to the plat thereof, recorded in Volume 16 of Plats, pages 173 through 175, records of Skagit County, Washington; and set forth on the boundary line adjustment recorded July 11, 2001 under Auditor's File No. 200107110195.



200507150188

Skagit County Auditor

7/15/2005 Page

3 of

9 2:12PM

## EXHIBIT B

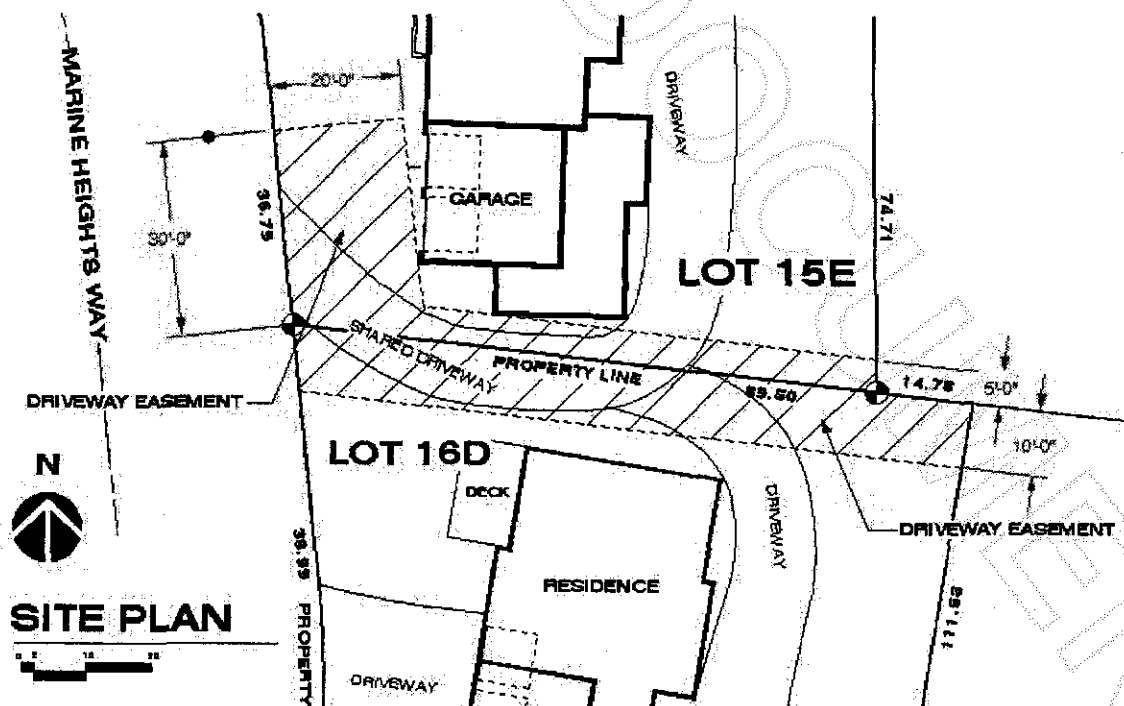
### Driveway Easement Area (Site Plan)

The portion of the Driveway Easement Area located on Lot 15E is described as follows:

A strip of land thirty (30) feet in width commencing at the point of contiguity between Marine Heights Way and the southern boundary line of Lot 15E, Plat of Marine Heights, set forth on the boundary line adjustment recorded July 11, 2001 under Auditor's File No. 200107110195, which strip shall be parallel with the western boundary line of Lot 15E at a distance of twenty (20) feet, the strip of land shall then continue with a width of five (5) feet which shall be contiguous to the said southern boundary line until terminated at the east end of the Lot, as depicted in the illustration below.

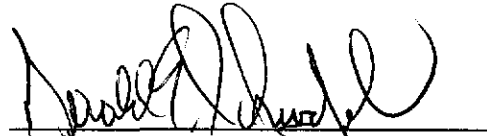
The portion of the Driveway Easement Area located on Lot 16D is described as follows:

A strip of land ten (10) feet in width commencing at the point of contiguity between Marine Heights Way and the northern boundary line of Lot 16D, Plat of Marine Heights, set forth on the boundary line adjustment recorded July 11, 2001 under Auditor's File No. 200107110195, which strip shall be contiguous to said northern boundary line until terminated at the east end of the Lot, as depicted in the illustration below.



200507150188  
Skagit County Auditor

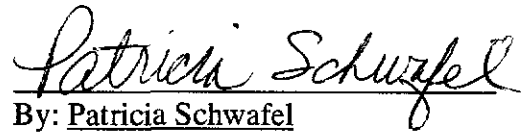
OWNERS OF LOT 15E:

  
By: Gerald Schwafel  
Its: Owner

*Easement*  
SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

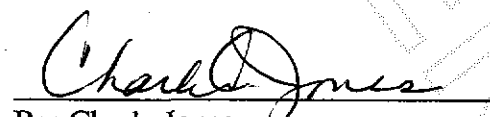
JUL 15 2005

Amount Paid \$0  
Skagit Co. Treasurer  
By *Mark* Deputy

  
By: Patricia Schwafel  
Its: Owner

OWNERS OF LOT 16D:

  
By: Steven Jones  
Its: Owner

  
By: Charla Jones  
Its: Owner



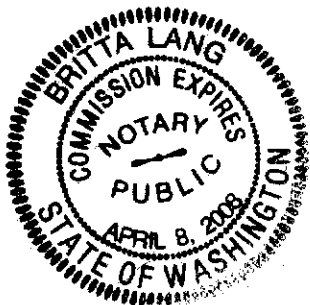
200507150188  
Skagit County Auditor

STATE OF WASHINGTON

County of SKAGIT

On this day personally appeared before me GERALD EUGENE SCHWAGEL  
to me known to be  
the individual(s) described in and who executed the within and foregoing instrument, and  
acknowledged that HE signed the same as HIS free and voluntary act  
and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 14<sup>th</sup> day of JULY, 2005.



[Signature]  
(Signature of Notary)

BRITTA LANG

(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington,  
residing at ANACORTES, WA

My appointment expires 4/8/2008



200507150188

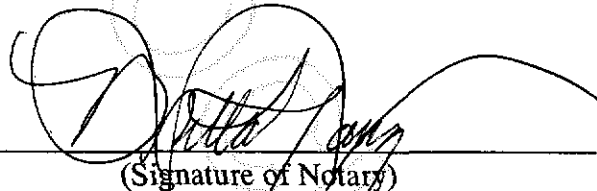
Skagit County Auditor

STATE OF WASHINGTON

County of SKAGIT

On this day personally appeared before me PATRICIA MAE SCHWAFEL  
\_\_\_\_\_ to me known to be  
the individual(s) described in and who executed the within and foregoing instrument, and  
acknowledged that SHE signed the same as HER free and voluntary act  
and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 14<sup>th</sup> day of JULY, 2005.

  
(Signature of Notary)

BRITTA LANG  
(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington,  
residing at ANACORTES, WA 98021

My appointment expires 4/8/2008



200507150188  
Skagit County Auditor

STATE OF WASHINGTON

County of SKAGIT

On this day personally appeared before me STEVEN JONES  
\_\_\_\_\_ to me known to be  
the individual(s) described in and who executed the within and foregoing instrument, and  
acknowledged that HE signed the same as HIS free and voluntary act  
and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 11 day of JULY, 2005.



[Signature]  
(Signature of Notary)

BRITTA LANG  
(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington,  
residing at ANACORTES

My appointment expires 4/8/08



200507150188  
Skagit County Auditor



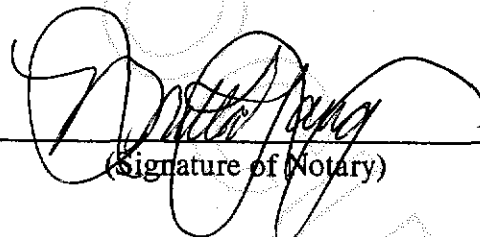
STATE OF WASHINGTON

County of SKAGIT

On this day personally appeared before me CHARLA JONES to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that SHE signed the same as HER free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 11<sup>th</sup> day of JULY, 2005.



  
(Signature of Notary)

BRITTA LANG  
(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington,  
residing at ANACORTES, WA

My appointment expires 4/8/08



200507150188  
Skagit County Auditor