



200508260038

Skagit County Auditor

8/26/2005 Page

1 of

11 10:23AM

Return Name and Address:

Robert Ekins
9020 Latona Avenue NE
Seattle, WA 98115

Please print or type information

Document Title(s)

1. Agreement Regarding Easement for Ingress and Egress and Joint Maintenance
- 2.
- 3.
- 4.

Grantor(s)

1. Ekins, Robert W.
 2. Ekins, Louise
 3. Weesies, Robert J.
 4. Hawk, Lawrence Robert
- ☒ Additional names on page 1 of document. 5. Hawk, Susan J.

Grantee(s)

1. Ekins, Robert W.
 2. Ekins, Louise
 3. Weesies, Robert J.
 4. Hawk, Lawrence Robert
- ☒ Additional names on page 1 of document. 5. Hawk, Susan J.

Legal description (abbreviated: i.e. lot, block, plat OR section, township, range, qtr./qtr.)

Lots 47 and 48, Block 2, Lake Cavanaugh Subdivision 1

☐ Additional legal is on page _____ of document

Reference Number(s) (Auditor File Numbers) of Documents assigned or released:

☐ Additional numbers on page _____ of document.

Assessor's Property Tax Parcel/Account Number

3937-002-047-0003; 3937-002-048-0002

- ☐ Property Tax Parcel ID is not yet assigned
☐ Additional parcel numbers on page _____ of document

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information.

WHEN RECORDED RETURN TO:

Robert Ekins
9020 Latona Avenue NE
Seattle, WA 98115

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

AUG 26 2005

Amount Paid \$
Skagit Co. Treasurer
By *Kh* Deputy

**AGREEMENT REGARDING EASEMENT FOR INGRESS AND EGRESS
AND JOINT MAINTENANCE**

This **AGREEMENT REGARDING EASEMENT FOR INGRESS AND EGRESS AND JOINT MAINTENANCE** (this "Agreement") is entered into on this _____ day of _____, 2005 by and between Robert W. Ekins, Louise Ekins and Robert J. Weesies ("the Ekins & Weesies") and Lawrence Robert Hawk and Susan J. Hawk ("the Hawks") with respect to the following facts.

RECITALS

A. The Ekins and Weesies are the current owners of a certain parcel of real property located in Skagit County, Washington, which parcel is legally described on Exhibit A, attached ("the Ekins and Weesies Parcel").

B. The Hawks are the current owners of another parcel of real property in Skagit County, Washington, which parcel is legally described on Exhibit B, attached ("the Hawk Parcel").

C. The Ekins & Weesies Parcel and the Hawk Parcel share a common property line ("the Common Property Line") that generally runs in a southwest to northeast direction. The Ekins and Weesies Parcel is situated northwest of the Common Property Line whereas the Hawk Parcel is situated southeast of the Common Property Line.

D. The parties are willing to grant each other and desire to obtain from each other express easements for vehicular and pedestrian access to their respective parcels.

E. To induce each other to grant said easements, the parties are willing to pay from time to time one half of the costs of maintenance and repair of the easement.

WHEREFORE, with respect to these facts, the parties declare, grant, convey and warrant, covenant and agree as follows.



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SECTION ONE

Easements for Ingress and Egress

1.1 Mutual Grant and Size of Easements. The Ekins & Weesies hereby grant, convey and warrant to the Hawks a perpetual easement for vehicular and pedestrian ingress and egress within, over and across a strip of land that is 104 feet long and five feet wide and located on the southeasterly five feet of the southwesterly 144 feet of the Ekins and Weesies Parcel, less the southwesterly 39 feet thereof. The Hawks hereby grant, convey and warrant to the Ekins & Weesies a perpetual easement for vehicular and pedestrian ingress and egress within, over and across a strip of land that is 143 feet long and seven feet wide and located on the northwesterly seven feet of the southwesterly 144 feet of the Hawk Parcel, less the northwesterly one foot thereof. The aggregate width of such easements shall be 12 feet at its widest portion (seven feet wide at its narrowest on the Hawk Parcel only) and the aggregate length of such easements shall generally be 104 feet at its shortest portion (143 feet long at its longest on the Hawk Parcel only) as generally depicted on Exhibit C hereto.

1.2 Scope of Easements. The easements granted herein shall allow for the mutual use of the driveway and are non-exclusive. These easements may be used by the Ekins & Weesies, the Hawks and the agents, invitees and licensees of the Ekins & Weesies and the Hawks.

1.3 Easements to Run with Land. The easements contemplated by this Section One shall be covenants running with the land benefiting and burdening the Ekins & Weesies Parcel and the Hawk Parcel and shall be binding upon the parties and their heirs, successors, and assigns.

1.4 Construction, Maintenance and Repair of Easements Area. The parties agree to pay from time to time one half of the costs of construction, maintenance and repair of the driveway located on the easements for vehicular and pedestrian purposes. Unless the parties mutually agree otherwise, any party desiring to improve such driveway shall bear the cost thereof.

SECTION TWO

Miscellaneous Provisions

2.1 Effect of Successors. This Agreement and all of the terms and provisions hereof shall inure to the benefit of and be binding upon the heirs, executors, personal representatives, successors and assigns of the parties hereto and shall run with the land, benefiting and burdening the respective parcels defined in this Agreement.

2.2 Partial Invalidity. If any provision in this Agreement is, becomes or is deemed illegal, such provision shall be deemed amended to conform to applicable laws as to be valid and enforceable, or, if it cannot be so amended without materially altering the



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intention of the parties, it shall be stricken and the remainder of the Agreement shall remain in full force and effect.

2.3 Entire Agreement. This Agreement contains the entire agreement between the parties relative to the subject matter contained herein and correctly sets forth the rights, duties, and obligations of the parties. No oral representations or modifications regarding this Agreement shall have any force.

2.4 Headings. The section and paragraph headings in this Agreement are for the convenience of the parties only and are not intended to modify or define it in any way.

2.5 Casualty and Condemnation. Neither party shall have an obligation to repair or reconstruct the driveway, once built, in the event that it is damaged by casualty or taken by condemnation or deed in lieu thereof. All insurance proceeds or condemnation proceeds, with respect to such occurrence, will be for the benefit of whichever owners' parcel such damage has occurred and any parties claiming thereunder shall have no rights or claims with respect to such proceeds, nor any right to make a separate claim for condemnation proceeds, unless such claim would not reduce the claim of the party owning the parcel where the damage occurred.

2.6 Modification of Agreement. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing and signed by each party or an authorized representative of each party.

2.7 No Partnership. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the parties hereto, nor shall it cause them to be considered joint venturers or members of any joint enterprise. This Agreement is not intended to nor shall it be construed to create any third party beneficiary rights in any person who is not a party to this Agreement unless otherwise expressly provided for.

2.8 No Merger. Ownership, at any time, now or in the future, of all or any portion of or any interest in the Ekins & Weesies Parcel and the Hawk Parcel by the same person or entity which then owns all or any portion of any other interests in the Ekins & Weesies Parcel and the Hawk Parcel, shall not create a merger of title, estate, or other merger, and shall not therefore terminate all or any part of the covenants or other terms or provisions of this Agreement as they apply to the Ekins & Weesies Parcel and the Hawk Parcel, or the respective owner(s) thereof, and such covenants and other terms and provisions shall remain in full force and effect regardless of any of the aforementioned common ownership now or hereinafter existing; provided, however, that any such common owner may, by written instrument filed of record in the records of Skagit County, Washington, elect to have such a merger and termination occur with regard to common ownership, but only as to those properties which are commonly owned.



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2.9 No Dedication for Public Use. Nothing herein contained shall be deemed to be a gift or dedication of the Ekins & Weesies Parcel and the Hawk Parcel, or any portion of either of them, to the general public, for the general public or for any public use or purpose whatsoever, it being declared the intention and understanding of the parties hereto that this Declaration shall be strictly limited to and for the purposes herein expressed for the benefit of the owner(s) of the Ekins & Weesies Parcel and the Hawk Parcel from time to time hereto.

2.10 Governing Law. It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Washington.

2.11 Recordation. This Agreement shall be recorded, unless the parties mutually agree otherwise in writing.

Robert W Ekins
Robert W. Ekins

Lawrence Robert Hawk
Lawrence Robert Hawk

Louise M. Ekins
Louise M. Ekins

Susan J Hawk
Susan J. Hawk

Robert J Weesies
Robert J. Weesies



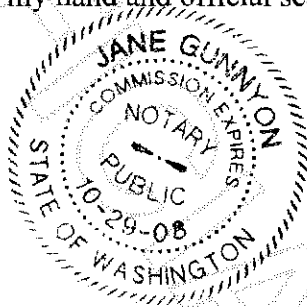
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Skagit County Auditor

STATE OF WASHINGTON)
) ss.
COUNTY OF Snohomish)

On this 25th day of August, 2005, before me, the undersigned, a Notary Public, in and for the State of Washington, duly commissioned and sworn, personally appeared to be Robert W. Ekins known to be the individual who executed the foregoing instrument, and acknowledged the said instrument to be his free and voluntary act and deed, for the uses and purposes therein mentioned.

Witness my hand and official seal hereto affixed on the day and year first above written.

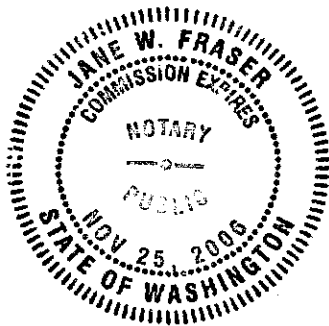


Jane Gunnyon (print name)
Notary Public in and for the State of
Washington, residing at Snohomish.
My commission expires 10/29/2008.

STATE OF WASHINGTON)
) ss.
COUNTY OF Skagit)

On this 26th day of August, 2005, before me, the undersigned, a Notary Public, in and for the State of Washington, duly commissioned and sworn, personally appeared to be Louise Ekins known to be the individual who executed the foregoing instrument, and acknowledged the said instrument to be his free and voluntary act and deed, for the uses and purposes therein mentioned.

Witness my hand and official seal hereto affixed on the day and year first above written.



Jane W. Fraser (print name)
Notary Public in and for the State of
Washington, residing at 22nd Woolley
My commission expires 11-25-2006.

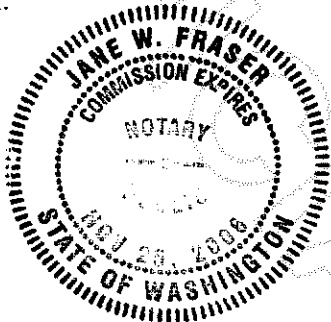


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Skagit County Auditor

STATE OF WASHINGTON)
) ss.
COUNTY OF Skagit)

On this 20th day of August, 2005, before me, the undersigned, a Notary Public, in and for the State of Washington, duly commissioned and sworn, personally appeared to be Robert J. Weesies known to be the individual who executed the foregoing instrument, and acknowledged the said instrument to be his free and voluntary act and deed, for the uses and purposes therein mentioned.

Witness my hand and official seal hereto affixed on the day and year first above written.

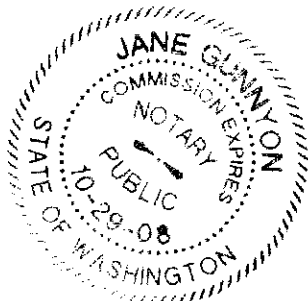


Jane W. Fraser
Jane W. Fraser (print name)
Notary Public in and for the State of
Washington, residing at Sedro-Woolley
My commission expires 11-25-2006.

STATE OF WASHINGTON)
) ss.
COUNTY OF Snohomish)

On this 25th day of August, 2005, before me, the undersigned, a Notary Public, in and for the State of Washington, duly commissioned and sworn, personally appeared to be Lawrence Robert Hawk known to be the individual who executed the foregoing instrument, and acknowledged the said instrument to be his free and voluntary act and deed, for the uses and purposes therein mentioned.

Witness my hand and official seal hereto affixed on the day and year first above written.



Jane Gunnyon
Jane Gunnyon (print name)
Notary Public in and for the State of
Washington, residing at Snohomish
My commission expires 10/29/2008.

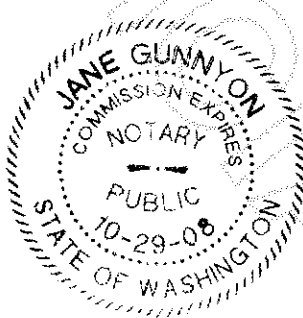


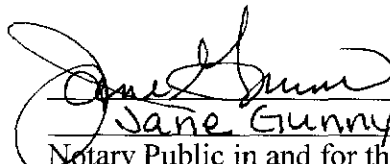
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STATE OF WASHINGTON)
) ss.
COUNTY OF Snohomish)

On this 25th day of August, 2005, before me, the undersigned, a Notary Public, in and for the State of Washington, duly commissioned and sworn, personally appeared to be Susan J. Hawk known to be the individual who executed the foregoing instrument, and acknowledged the said instrument to be his free and voluntary act and deed, for the uses and purposes therein mentioned.

Witness my hand and official seal hereto affixed on the day and year first above written.





Jane Gunnyon (print name)
Notary Public in and for the State of _____
Washington, residing at Snohomish
My commission expires 10/29/2008



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EXHIBIT A

Lot 47, Block 2, "Lake Cavanaugh Subdivision No.1 ", according to the Recorded Plat thereof in the Office of the Auditor of Skagit County, Washington, in Volume 5 of the Plat, Pages 37 to 43, inclusive.

Together with second class shorelands as conveyed by the State of Washington, situate in front of, adjacent to or abutting upon said Lot 47, Block 2, "Lake Cavanaugh Subdivision, Division No. 1".

Situate in the County of Skagit, State of Washington.



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EXHIBIT B

Lot 48 Block 2, "Lake Cavanaugh Subdivision No.1 ", according to the Recorded Plat thereof in the Office of the Auditor of Skagit County, Washington, in Volume 5 of the Plat, Pages 37 to 43, inclusive.

Situate in the County of Skagit, State of Washington.

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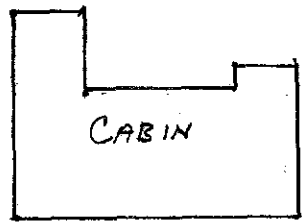
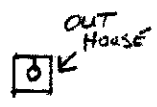
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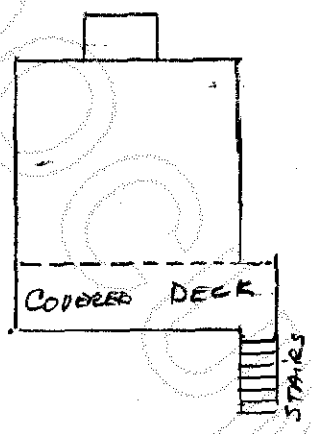
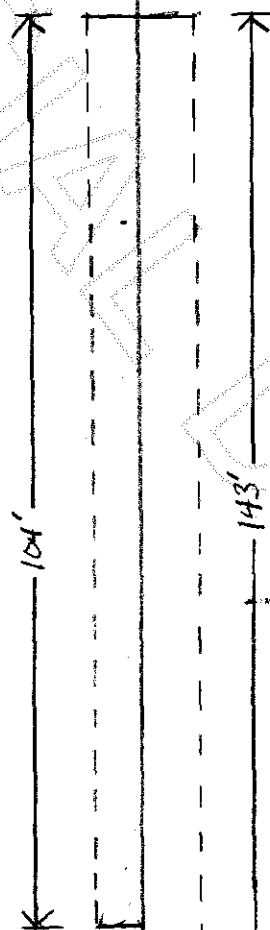
EXHIBIT C

353.26'

356.26'



15' x 7'



15'

1'

7'

60'



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