


FILED FOR RECORD AT THE REQUEST OF
AND WHEN RECORDED MAIL TO:

Gregory J. Wilson
Wilmoor Development Corporation
16981 Redmond Way
Redmond, WA 98052


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Skagit County Auditor
11/2/2005 Page 1 of 8 11:30AM

FIRST AMERICAN TITLE CO.
A85017E
ACCOMMODATION RECORDING ONLY

Title of Document: Reciprocal Drainage Easement Agreement

Grantors: Wilmoor Development Corporation, a Washington corporation;
and Blake Thomson and Jeane Thomson, husband and wife

Grantee: Wilmoor Development Corporation, a Washington corporation;
and Blake Thomson and Jeane Thomson, husband and wife

Legal Description: Lots 4 and 5, 24th Place Short Plat, recorded with the Auditor of
Skagit County on Dec. 4, 2003, under Skagit County
Recording No. 200312040141.

Additional on Exhibits A and B attached hereto.

Assessor's Tax Parcel ID#: P121098; P121099

RECIPROCAL DRAINAGE EASEMENT AGREEMENT

THIS RECIPROCAL DRAINAGE EASEMENT AGREEMENT (the "Agreement") is made this 28th day of OCTOBER, 2005, by and between Wilmoor Development Corporation, a Washington corporation ("Wilmoor"), and Blake and Jeane Thomson, husband and wife ("Thomson").

RECITALS

A. Wilmoor is the developer of the short plat described in this Agreement and the owner of the real property legally described on Exhibit A which is attached hereto and incorporated herein by reference.

B. Thomson is the owner of the real property legally described on Exhibit B which is attached hereto and incorporated herein by reference.

C. Wilmoor and Thomson each desire to jointly impose the benefits and burdens of this Agreement on the real property they own that is described on Exhibits A and B.

AGREEMENT

1. **Grant of Easement.** Wilmoor and Thomson, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grant unto each other, their successors and assigns, a perpetual, nonexclusive easement for the maintenance of storm water drainage lines under and across such property, together with the right of ingress and egress for maintenance purposes only, the said easement area described on *Exhibit C* which is attached hereto and incorporated herein by reference ("Easement Premises"). A sketch showing the general location of the storm water drainage lines is attached hereto as *Exhibit D* and incorporated herein by reference. The parties also grant to each other the use of such additional area immediately adjacent to the Easement Premises as shall be required for the maintenance of said storm water drainage lines, such additional area to be held to the minimum necessary for that purpose.

2. **Maintenance of Storm Water Drainage Lines.** The parties agree to share equally in the maintenance and repair of the storm drainage lines and related appurtenances existing within the Easement Premises. No expense shall be incurred for maintenance, repair or improvement without the written consent of all the parties. No party shall be entitled to payment for routine repairs or maintenance without the written agreement of all parties. Contributions due under this agreement shall be paid promptly upon written notice. In the event a party fails to make their contributions within thirty (30) days of receipt of request for payment, the other party shall contribute an equal amount to cover the defaulting party's contribution. Delinquent contributions shall carry interest at 12% per annum and such amount shall constitute a lien against the defaulting party's property.

3. **Entry.** In case of emergency, either party shall have the right, without prior notice or proceeding at law, to enter upon the portion of the Easement Premises on the other party's property for the purpose of construction, repair and/or reconstruction of said storm water drainage lines. In all other cases, the parties agree to notify one another in writing in advance of the need to enter onto that portion of the Easement Premises on the other party's property and shall obtain the written consent prior to doing so.

4. **Restoration of Easement Premises.** The parties shall, upon completion of any work within the Easement Premises, promptly restore the surface of the easement and any private improvements (including any landscaping) disturbed or destroyed during execution of the work to the condition they were before commencement of the work.

5. **Use of Easement Premises.** The parties may continue to use and enjoy the



portion of the Easement Premises on their property, including the right to use the surface of the property, provided that such use shall not in any way interfere with the maintenance, repair, alteration or reconstruction of the storm water drainage lines.

6. **Entire Agreement.** This Agreement contains the entire understanding between the parties and supersedes any prior understanding and agreements between the parties respecting the Agreement. There are no representations, agreements, arrangements or understandings, oral or written, between the parties hereto relating to the subject matter of this Agreement, which are not fully expressed herein.

7. **Attorneys' Fees.** In any legal action between the parties hereto to enforce any of the terms of this Easement Agreement, the prevailing party shall be entitled to recover all its expenses incurred in connection therewith, including reasonable attorneys' fees, including and in connection with appeals.

8. **Recording/Running With Land.** This Drainage Easement Agreement shall be recorded with the Skagit County Recorder, shall run with the land described herein, and shall be binding upon the parties, their heirs, successors-in-interest and assigns.

DATED at Anacortes, Washington, this 28th day of October, 2005.

Wilmoor Development Corporation

By: [Signature]
Its: Gregory J. Wilson
President

Date: 10/28/05

[Signature]
Blake Thom: son

Date: 11/1/05

[Signature]
Jeane Thom: son

Date: 11/1/05

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

NOV 02 2005

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

3 of 4



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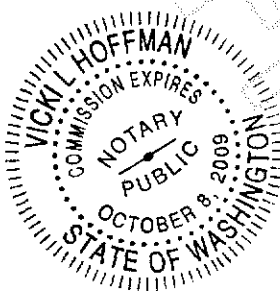
STATE OF WASHINGTON)

COUNTY OF SKAGIT)

) ss.

On this 28TH day of OCTOBER, 2005, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared GREGORY J. WILSON, to me known to be the PRESIDENT of Wilmoor Development Corporation, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth, and on oath stated that he was authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.



Vicki L. Hoffman
Printed Name: VICKI L. HOFFMAN
NOTARY PUBLIC in and for the State of Washington
residing at ANACORTES
My Commission Expires: 10-8-09

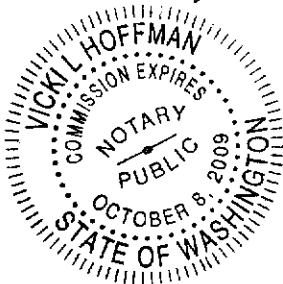
STATE OF WASHINGTON)

COUNTY OF SKAGIT)

) ss.

On this day personally appeared before me Blake Thomson and Jeane Thomson, 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 and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 1ST day of NOV., 2005



Vicki L. Hoffman
Printed Name: VICKI L. HOFFMAN
NOTARY PUBLIC in and for the State of Washington
residing at ANACORTES
My Commission Expires: 10-8-09

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Skagit County Auditor

EXHIBIT "A"

Lot 4, 24th Place Short Plat, City of Anacortes, WA recorded under Skagit County Auditor No. 200312040141.



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EXHIBIT "B"

Lot 5, 24th Place Short Plat, City of Anacortes, WA recorded under Skagit County Auditor No. 200312040141.



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Skagit County Auditor

11/2/2005 Page

6 of

8 11:30AM

EXHIBIT "C"

The east 5 feet of Lot 4 and the west 5 feet of Lot 5, 24th Place Short Plat, City of Anacortes, WA recorded under Skagit County Auditor No. 200312040141.



200511020092
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11/2/2005 Page

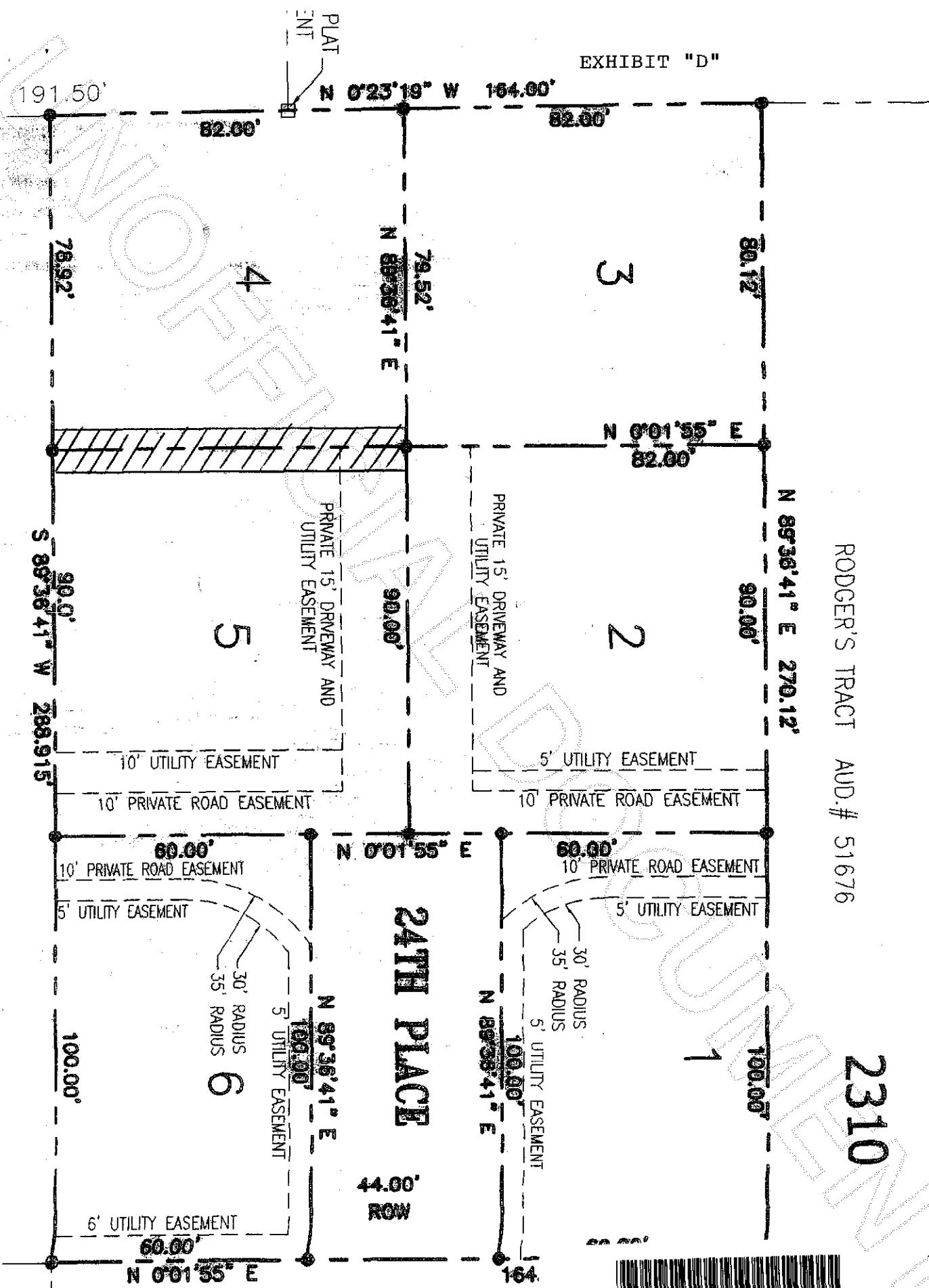
7 of

8 11:30AM

EXHIBIT "D"

RODGER'S TRACT AUD.# 51676

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