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FILED FOR RECORD AT REQUEST OF
AND RETURN ORIGINAL TO:

Keith A. Bode
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P. O. Box 688
Lynden, WA 98264-0688
Tel. (360) 354-5021

GRANTOR(S):

1. THE OUDMAN FAMILY REVOCABLE LIVING TRUST
2. OUDMAN, ALLAN J. (Trustee)
3. OUDMAN, CAROL M. (Trustee)

GRANTEE(S):

1. RUDY, MICHAEL J.
2. RUDY, AMY M.

LEGAL DESCRIPTION:

Abbreviated: Ptn. Lots 30 & 31, Tr. 2 Peavey's Acreage *Easement*
Full is found on second page

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

ASSESSOR'S PARCEL NUMBER(S):

1. Servient Property: P67998
2. Servient & Benefited Property: P67997
3. Benefited Property: P67986 & P67988

DEC 30 2005

Amount Paid \$ ☒
By Skagit Co. Treasurer
Deputy

Easement Agreement

This Easement Agreement, is made and entered into this 29 day of December, 2005, by and between THE OUDMAN FAMILY REVOCABLE LIVING TRUST, ALLAN J. OUDMAN and CAROL M. OUDMAN, Trustees, hereinafter referred to as "OUDMAN," and MICHAEL J. RUDY and AMY M. RUDY, husband and wife hereinafter referred to as "RUDY," as follows:

Whereas, OUDMAN owns the following described parcels of real property, hereinafter referred to as the "OUDMAN Parcels":

OUDMAN Parcel A (Skagit Parcel #P67998 & Account #3966-002-031-0005):
That portion of Lot 31, *Peavey's Acreage Tracts No. 1 & 2, Sections 17, 20, 21, 22 & 28, Township 35 North, Range 5 East, Skagit Co., Wash.*, as per the plat thereof, recorded in Volume 3 of Plats, page 37, records of Skagit County, Washington, lying Northerly of Hoehn Road.

OUDMAN Parcel B (Skagit Parcel #P67997 & Account #3966-002-030-0006):
That portion of Lot 30, *Peavey's Acreage Tracts No. 1 & 2, Sections 17, 20, 21, 22 & 28, Township 35 North, Range 5 East, Skagit Co., Wash.*, as per the plat thereof, recorded in Volume 3 of Plats, page 37, records of Skagit County,

Washington, lying Northerly of Hoehn Road.

OUDMAN Parcel C (Skagit Parcel #P67988 & Account #3966-002-020-0107):
The West half (1/2) of Lots 17 and 20, *Peavey's Acreage Tracts No. 1 & 2, Sections 17, 20, 21, 22 & 28, Township 35 North, Range 5 East, Skagit Co., Wash.*, as per the plat thereof, recorded in Volume 3 of Plats, page 37, records of Skagit County, Washington.

Whereas, RUDY is concurrently purchasing from OUDMAN the following described parcel of real property, hereinafter referred to as the "RUDY Parcel":

RUDY Parcel (Skagit Parcel #P67986 & Account #3966-002-019-0001):
Lots 18 and 19, *Peavey's Acreage Tracts No. 1 & 2, Sections 17, 20, 21, 22 & 28, Township 35 North, Range 5 East, Skagit Co., Wash.*, as per the plat thereof, recorded in Volume 3 of Plats, page 37, records of Skagit County, Washington.

Whereas, OUDMAN Parcel C and the RUDY Parcel are presently undeveloped and require the use of a driveway across OUDMAN Parcel A and OUDMAN B (also undeveloped) for access to Hoehn Road using an extension of a present driveway;

Whereas, the parties have agreed on the terms by which the present driveway might be extended, established, and maintained for the use and benefit of OUDMAN Parcel B, OUDMAN Parcel C and the RUDY Parcel as a nonexclusive easement for ingress, egress, underground utilities, and a vehicular driveway over, under, and across OUDMAN Parcel A and OUDMAN Parcel B, *Now Therefore*

Come Now the parties hereto and covenant and agree as follows:

1. **Recitals.** The above recitals are true.
2. **Grant of Easement.** For and in consideration of the mutual covenants contained herein, OUDMAN hereby grants to RUDY and places upon and across its OUDMAN Parcels A and B for the use and benefit of OUDMAN Parcels B and C, and the RUDY Parcel, a nonexclusive easement, as above described, for the purposes of ingress, egress, underground utilities, vehicular driveways and parking, and pedestrian walks and/or access, a twenty (20') foot wide strip the centerline of which is the centerline of the existing driveway, extended to the Northeast corner of Lot 19 of the RUDY Parcel.

OUDMAN shall, within six (6) months arrange and obtain by survey at the parties' joint expense a precise description of the easement strip which description shall be placed of public record as an addendum or supplement to this Agreement.

3. **Utilities.** All utilities shall be underground, and shall be installed and maintained at a depth so as not to interfere with any surface use made of the servient property by the underlying owner thereof or by any other dominant estate.

4. **Driveway.** The maintenance, repair, improvement or other costs of the gravel driveway on the easement strip shall be borne as follows:

A. OUDMAN and RUDY shall complete the initial gravel driveway the length of the



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easement strip to the Northeast corner of Lot 19 of the RUDY Parcel B.

- B. Once installed, the costs of regular, routine or periodic maintaining, repairing and improving the driveway shall be borne in the following allocation:
- | | | |
|----|----------------|------------|
| 1. | UDMAN Parcel C | Full share |
| 2. | RUDY Parcel | Full share |
| 3. | UDMAN Parcel B | Half share |
- C. The owner of any property whose owner or invitee causes an incident of material damage to the driveway shall promptly repair such damage at his or her own expense.
- D. The owner of UDMAN Parcel A may make only occasional use of and across the driveway on the easement without incurring an obligation to contribute to the costs of maintaining, repairing and improving the same.
- E. The cost of upgrading all or any portion of the driveway to asphalt or concrete may be imposed on other parties only by prior written agreement. Once the driveway has been upgraded to asphalt or concrete (no matter who paid for the installation) to construction standards acceptable in this locale, the provisions for maintaining, repairing and improving the driveway shall thereafter apply to the driveway, as upgraded.
- F. Any party may, but no party bears any obligation to, fence the easement strip from the remainder of UDMAN Parcels A or B, so long as suitable, convenient gates are provided commensurate with the points of easement use and entry by UDMAN Parcels A and B.

5. **Easement Runs with Land.** The grant of easement herein and the provisions hereof shall run with the land and shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, successors or assigns.

6. **Burden of Easement.** The burden of this grant of easement is limited to residential occupancies of the dominant estates and shall not exceed the driveway, utilities and vehicular traffic necessary to serve one dwelling unit per ten (10) acres of the properties serviced by the easement. UDMAN Parcel C and the RUDY Parcel are not authorized to grant other properties the use of this easement.

7. **Duration.** This Easement Agreement shall be effective upon recording and the term of duration hereof shall be perpetual.

8. **Enforcement.** Should any party or owner unreasonably interfere with the free uninterrupted use of the easement by another benefited property, or unreasonably overburden the use of the easement, or fail to timely contribute his or her fair share towards the expenses of the regular, routine or periodic maintaining, repairing of the easement driveway, or to promptly and fully repair any damage to the easement driveway caused by that owner or an invitee of that owner, any other party may enforce this Agreement and the prevailing party in any such action shall be entitled to an award of all costs of action and all reasonable attorney's fees incurred in such action and the preparation for such action, including title search fees.



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Any judgment obtained in any such enforcement action shall be deemed a voluntary encumbrance placed upon the property of the judgment debtor, and the same shall be foreclosable as a mortgage.

9. **Assembly.** This Easement Agreement may be assembled from multiple originals of the signature page(s) hereof.

In Witness Whereof, the parties have hereunto set their hands and seals on the day and year first above written.

UDMAN:
THE OUDMAN FAMILY REVOCABLE
LIVING TRUST

RUDY:

By: Allan J. Oudman
ALLAN J. OUDMAN, Trustee

Michael J. Rudy
MICHAEL J. RUDY

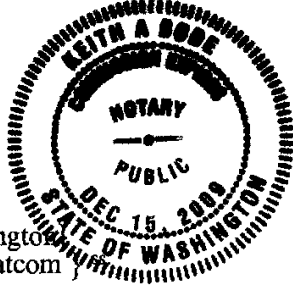
By: Carol M. Oudman
CAROL M. OUDMAN, Trustee

Amy M. Rudy
AMY M. RUDY

State of Washington }
County of Whatcom }^{ss.}

I certify that I know or have satisfactory proof that ALLAN J. OUDMAN and CAROL M. OUDMAN are the persons who appeared before me, that they are all the Trustees of THE OUDMAN FAMILY REVOCABLE LIVING TRUST, the trust that executed the within and foregoing instrument, and that they acknowledged the said instrument to be the free and voluntary act and deed of said trust for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument.

Given under my hand and official seal this 28 day of December, 2005.



State of Washington }
County of Whatcom }

Keith A. Bode
Notary Public in and for the State of
Washington, residing at Lynden.
My commission expires:

I certify that I know or have satisfactory evidence that MICHAEL J. RUDY and AMY M. RUDY are the persons who appeared before me, that they executed the within and foregoing instrument, and that they acknowledged it to be their free and voluntary act



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and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 29 day of December, 2005.



A handwritten signature in black ink, appearing to read "Keith A. Gode", written over a horizontal line.

Notary Public in and for the State of
Washington, residing at Lynden.
My commission expires:



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