

After recording return to:
Gary T. Jones
P. O. Box 1245
Mount Vernon, WA 98273



200605040049
Skagit County Auditor

5/4/2006 Page 1 of 5 11:17AM

FIRST AMERICAN TITLE CO.

82885

ACCOMMODATION RECORDING ONLY

AGREEMENT AND EASEMENT

Abbreviated Legal: W1/2 of NE1/4 of NW1/4 of Section 24, T34N, R4E, W.M.
Tax Parcel No.: P27706 / Burdened; P27711 Benefited

GRANTORS, DEBBIE A. JOSEPH and RONALD THOMAS husband and wife, for no monetary consideration and in order to settle a boundary encroachment claim of Grantee in Skagit County Cause No. 05-2-00907-5, do by these presents convey and warrant to the Grantee, ROBERT E. DEAN, JR. and TAMARA LEE CASS, Successor Co-Trustees of the DOROTHY L. DEAN TESTAMENTARY TRUST u/w/d 10/14/82, a perpetual non-exclusive easement for ingress, egress, and utilities over, under, and along a Sixty (60) foot wide strip of land legally described as follows:

The North 60 feet of the West one-half of the Northeast one-quarter of the Northwest one-quarter of Section 24, Township 34 North, Range 4 East, W.M., commencing at the East margin of Gunderson Road County right-of-way and Easterly.

The foregoing easement premises are burdened for the benefit of the East one-half of the Northeast one-quarter of the Northwest one-quarter and the Northwest one-quarter of the Northeast one-quarter of Section 24, Township 34 North, Range 4 East, W.M., Skagit County, Washington and that portion of the West one-half of the Northeast one-quarter of the Northwest one-quarter of Section 24, Township 34 North, Range 4 East, W.M., lying north and east of Gunderson Road.

The burden of this easement may not be extended to any other property by the Grantee, their heirs, and assigns without prior approval of the Grantors, their heirs, or assigns.

The Grantors declare that as a condition of this grant of non-exclusive easement, Grantee, their successors and assigns, are obligated to contribute to ongoing roadway and utilities maintenance for the reasonable value of road maintenance when this easement is used by Grantee. Assessments, labor and materials expended on the easement premises shall be allocated among those making use of the easement, in proportion to the use made by the Grantee, their successors and assigns.

If road improvements or utilities placement are commenced for the sole benefit of one property, that property owner shall be liable for the cost and expense incurred; provided, that, conventional rules regarding participation and latecomers' fees customary in Utility Local Improvement Districts, RCW, shall be imposed on those lots which benefit from utility or road improvements. Hook-up in lieu of assessment charges and meter or system fees shall not be shifted to the first user of utility improvements in the nonexclusive easement. Any utility construction or road improvement shall be done in accordance with laws, rules, and regulations of Skagit County or the municipal corporation with jurisdiction. Grantee warrants to Grantors that any work, improvements, or construction on the Grantors' property will be performed in a careful workmanlike manner, free of claims or liens against Grantors' property. Grantee shall remove all debris and restore the surface of the property and roadway as nearly as possible to its condition prior to the commencement of work. Grantee shall make provisions satisfactory to Grantors for continued access by Grantors along, over, and across the easement area during periods of utility or road construction. Prior to commencement of any work or construction, Grantee will notify Grantors in writing of such plans, except in the case of an emergency requiring immediate action by the Grantee for the protection of the property or facilities. Grantee does hereby release, indemnify, and promise



to defend Grantors against any and all liability, damage, loss, or claim, including attorney's fees reasonably incurred, because of Grantee's sole negligence or breach of this Agreement.

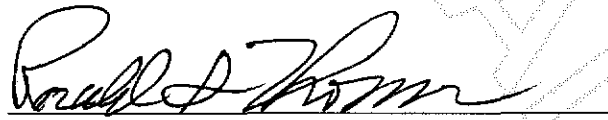
The undersigned Grantors warrant that they are owners in fee simple of the land over which this easement traverses, and this grant is not in conflict with the regulations or legal requirements affecting the owners' obligation to any lender or lienholder.

DATED this _____ day of April 2006.

DOROTHY L. DEAN
TESTAMENTARY TRUST u/w/d 10/14/82


DEBBIE A. JOSEPH, Grantor

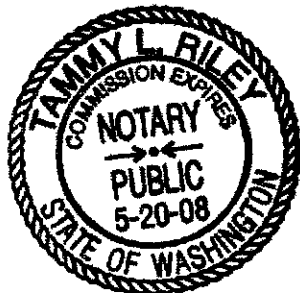
ROBERT E. DEAN, JR, Co-Trustee, Grantee

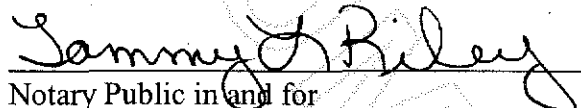

RONALD THOMAS, Grantor

TAMARA LEE CASS, Co-Trustee, Grantee

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this day personally appeared before me DEBBIE A. JOSEPH and RONALD THOMAS, to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledged to me that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.




Notary Public in and for
State of Washington
Residing at: Burlington
My commission expires: 5-20-08

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this day personally appeared before me ROBERT E. DEAN, JR., Successor Co-Trustee of the DOROTHY L. DEAN TESTAMENTARY TRUST u/w/d 10/14/82, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged to me that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Notary Public in and for
State of Washington
Residing at: _____
My commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this day personally appeared before me TAMARA LEE CASS, Successor Co-Trustee of the DOROTHY L. DEAN TESTAMENTARY TRUST u/w/d 10/14/82, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged to me that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

Notary Public in and for
State of Washington
Residing at: _____
My commission expires: _____



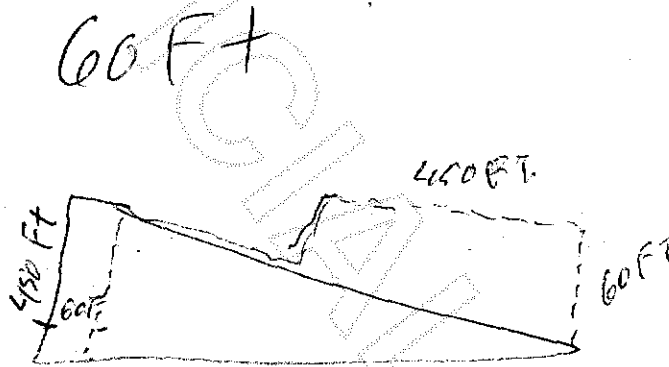
200605040049
Skagit County Auditor

March 06, 2006

Easement for ingress, egress and utilities, Joseph to Dean

Being the North 60.00 feet of the West one-half of the Northeast Quarter of the Northwest Quarter of Section 24, Township 34 North, Range 4 East, W.M., lying Northeasterly of County Road known as Gunderson Road, as conveyed to Skagit County by deed recorded June 12, 1986, under Auditor's file No. 8606120022.

Situate in the County of Skagit, State of Washington.



~~THIS WAS~~



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Skagit County Auditor