

When recorded return to:

Michael A. Winslow
Attorney at Law
411 Main Street
Mount Vernon, WA 98283



200609210095

Skagit County Auditor

9/21/2006 Page 1 of 4 1:24PM

Easement for Utilities and Joint Maintenance

FIRST AMERICAN TITLE CO.

A89299E-1

Grantors: Scott S. Anderson and Tina Cossel-Anderson, husband and wife

Grantees: D.D.C. Properties, L.L.C.

ACCOMMODATION RECORDING ONLY

Legal Description: Lot 54 of "View Acres Addition to Anacortes," as per plat recorded in Volume 7 of plats, page 19, records of Skagit County, Washington (Parcel A)

**Assessor's Property Tax
Parcel or Account No.:**

3835-000-055-0009

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

SEP 21 2006

**Reference #s of Documents
Assigned/Released:**

N/A

AGREEMENT

Amount Paid \$
Skagit Co. Treasurer
By *lp*

This agreement is made this 20 day of SEPT in the year 2006, by and between Scott S. Anderson and Tina Cossel-Anderson, husband and wife, Grantor (herein after "Grantor"), and D.D.C. Properties, L.L.C., Grantee (herein after "Grantee").

1. Grant of Easement. The Grantor hereby grants to the Grantee a non-exclusive, perpetual easement (the "easement") over, under, through, and across Grantor's property described above, which is Parcel A. Said easement shall be for underground utilities described as follows: a side sewer, together with the right of ingress and egress for purposes of installing and maintaining the described utilities. Said easement benefits the property of the Grantee, which property is described as Parcel B, described below. The utility easement shall be appurtenant to the Grantees' property and shall be a covenant running with the land in perpetuity. The easement granted hereunder shall be located as follows: Existing as built and installed four-inch line serving Lots 54 and 55. The easement width shall be 8 feet, four feet on each side of the center line of the existing side sewer line as built.

Parcel B: Lot 55 of "View Acres Addition to Anacortes," as per plat recorded in Volume 7 of plats, page 19, records of Skagit County, Washington

2. Joint Use and Maintenance Agreement. The Grantor and Grantees hereby agree that the said easement shall be used jointly by the parties for the purpose of a side sewer, together with the right of ingress and egress for purposes of installing and maintaining the described utilities. It is agreed that the portion of the utility service, which is located upon the Grantor's property and which benefits both of the parties, shall be maintained jointly by the parties hereto. To this end the parties shall share equally in all expenses pertaining to maintenance, repair, replacement of the said utility service. The Grantor shall assume primary responsibility for directing any work in respect to maintenance, repair, or replacement of the utility service, provided, however, that Grantor shall give notice of intent to undertake and/or incur expense in regard to such maintenance, repair, or replacement of the utility not less than five days prior to date of commencement of the intended service. The parties agree that whenever possible such maintenance, repair, or replacement shall be performed in a manner so as to cause the least disruption necessary to the parties hereto. In the event that any maintenance, repair, or replacement is required on an emergency basis, the Grantor shall give as much notice to the Grantees as is reasonably possible under the circumstances. Within 7 days of completion of maintenance, repair, or replacement of the said utility, the parties will contribute equally toward the work. In the event that the Grantee fails to make their contribution within the agreed time frame, the Grantor may advance the sums due and owing and recover the same from the Grantee, plus interest at the rate of 12% per annum, plus a late fee in the amount of 5% of the sum due and owing for each month in which the said sum is paid late, until fully paid. In the event that the Grantor does not assume the responsibilities for maintenance, repair, or replacement as provided for hereunder, causing the Grantee to assume such responsibility, then the same provisions for supervision, payment, and collection shall apply under such circumstance. Absent an emergency, the Grantees' right to proceed accordingly shall be established by giving at least 5 days written notice to the Grantor of the situation giving rise to the need for maintenance, repair, or replacement of the utility, and if the Grantor fails to acknowledge and assume such lead role within the stated period, then Grantee may proceed accordingly.

3. Restoration of the Surface of the Ground. As part of the maintenance, repair, or replacement of the said utility, any disturbance of the ground shall be repaired and restored, returning the surface to the same condition as existed before the work commenced, including replacement of lawn, shrubs, and landscaping. Such expense shall be part of the cost of maintenance, repair, or replacement of the utility to be borne equally between the parties.

4. Compliance of Laws and Rules. The parties agree that all work to be performed in respect to the maintenance, repair, or replacement of the said utility shall be accomplished in accordance with applicable rules and regulations of any public authority having jurisdiction over the property and the specific utility.

5. Coordination of Activities. The parties agree that they shall make reasonable attempts to coordinate any planned improvements or maintenance within the easement area.

6. Work Standards. All work to be performed pursuant to the requirements of this agreement shall be in accordance with plans submitted to and approved by the other party (as the same may be required), and shall be completed in a careful and workmanlike manner. In the event of replacement or relocation of any utility, an *as-built* drawing shall be prepared by the person performing the work.



and provided to both Grantor and Grantee, showing the location and depth of the utilities placed underground within the easement area.

7. **Access During Construction.** During any period of construction, satisfactory provision for each party to have necessary access along, over, and across the easement area shall be made.

8. **Attorney's Fees and Venue.** The parties agree that any disputes in regard to any term of this agreement or enforcement hereof shall be resolved first by reasonable attempt at mediation, and failing that, by arbitration in accordance with the Mandatory Arbitration Rules applicable in the county where the property is located, together with the general rules for mandatory arbitration found in RCW 7.05. Venue for any action concerning this agreement shall be in the county where the property is located. Both parties consent to the jurisdiction of the Superior Court in respect to all claims pertaining to this agreement. In the event of a dispute between the parties regarding the rights and responsibilities or obligations created by this agreement, or in the event any action is taken to enforce any term of this agreement, then the most prevailing party shall be paid their attorney's fees, expert witness fees, and costs of court by the least prevailing party.

9. **Successors and Assigns.** This agreement shall be binding upon and inure to the benefit of the heirs, successors, and assigns of the parties.

DATED SEPT. 20, 2006

GRANTORS:

Scott S. Anderson
Scott S. Anderson

Tina Cossel-Anderson
Tina Cossel-Anderson

State of Washington)
)ss
County of Skagit)

GRANTEE:

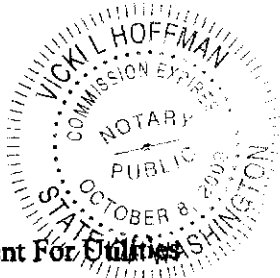
D.D.C. Properties, L.L.C.

By D.R. Cossel
D.R. Cossel

Cossel

I certify that I know or have satisfactory evidence that Scott S. Anderson and Tina / -Anderson, husband and wife, are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes in the instrument.

Dated: SEPT. 20, 2006.



Easement For Utilities

Vicki L. Hoffman
Notary Public
My appointment expires: 10-8-08

3

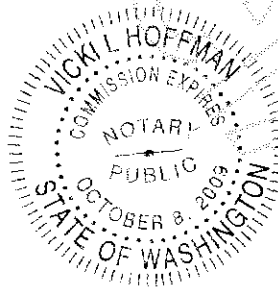


State of Washington)
)ss
County of Skagit)

DEBORAH F. CORNELIUS
AND DARRELL R.

I certify that I know or have satisfactory evidence that CORNELIUS is the person who appeared before me; that THEY acknowledged that THEY signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged as the MEMBERS of D.D.C. Properties, L.L.C., to be the free and voluntary act of THEM for the uses and purposes contained in the instrument.

DATED: SEPT. 20, 2006.



Vicki Hoffman
Notary Public
My commission expires 10/8/09

