



200611010079

Skagit County Auditor

11/1/2006 Page

1 of

11

1:32PM

AFTER RECORDING RETURN TO:

JAMES E. ANDERSON
P.O. Box 727
Anacortes, WA 98221

EASEMENT AGREEMENT

GRANTORS: MARK WADE and ALLISON McGURK-WADE,
husband and wife

GRANTEES: STEVEN C. LEDBETTER and LAURA L. LEDBETTER,
husband and wife

FIRST AMERICAN TITLE CO.

LEGAL DESCRIPTION:

Wild-2

Lot 13, PLAT OF FOREST HILLS PUD, as recorded
in Volume 17 of Plats, pages 42 and 43,
records of Skagit County, Washington

Parcel No.: P114078

ACCOMMODATION RECORDING ONLY

RECITAL:

A. MARK WADE and ALLISON McGURK-WADE, husband and
wife (hereinafter "Wade"), are the owners of the above-
described real property located in Skagit County, Washing-
ton, which property is hereinafter referred to as the "WADE
PROPERTY".

B. STEVEN C. LEDBETTER and LAURA L. LEDBETTER, husband
and wife (hereinafter "Ledbetter"), are the owners of the
following described real property located in Skagit County,
Washington, which property is hereinafter referred to as
the "LEDBETTER PROPERTY":

Lot 14, PLAT OF FOREST HILLS PUD, as recorded in
Volume 17 of Plats, pages 42 and 43, records of
Skagit County, Washington (P114079)

C. It is necessary to travel across a portion of the paved driveway that is situated on the Wade Property for ingress and egress to the Ledbetter Property, and consequently, a portion of the paved driveway on the Wade Property is used jointly for access to the residential dwellings on the Wade Property and the Ledbetter Property; and

D. A "Declaration of Grant of Easement" was previously filed under Skagit County Auditor's No. 200407160001, which is being revoked pursuant to an "Extinguishment and Rescission of Declaration of Grant of Easement" which will be filed coincident with the filing of this agreement under Skagit County Auditor's No. 200611010078 (the parties hereto authorize the person recording this document to print in the recording number of said agreement); and

E. Wade and Ledbetter intend, by this agreement, to create the existence of an easement for ingress and egress across a portion of the Wade Property for the benefit of the owners of the Ledbetter Property, and to provide for the maintenance of that part of the driveway used in common by the parties to this agreement and/or their invitees and guests; and

F. Wade and Ledbetter desire to provide for landscaping of a portion of the Wade property for the benefit of the Ledbetter property and for the landscaping of a portion of the Ledbetter property for the benefit of the Wade property; and

NOW, THEREFORE, for and in consideration of the parties hereto being parties to the agreement referred to in Recital D above, see Skagit County Treasurer's Excise Tax Affidavit No. _____, and the resolution of an easement dispute and the mutual benefits inuring to each of the parties hereto, the undersigned do hereby agree, declare, grant, and establish the following:

1. EASEMENT FOR INGRESS AND EGRESS.

Wade hereby grants unto Ledbetter a non-exclusive easement for ingress and egress, over and across that portion of the existing paved driveway now located on the Wade Property, as said driveway exists and is located as of the date of this agreement within a portion of the Wade Property as legally described on Exhibit A which is attached hereto and incorporated by reference herein as follows:



1.1 The area described on Exhibit A is depicted for illustrative purposes (not to scale) on Exhibits B and E which are attached hereto and incorporated by reference herein.

1.2 Neither party may park any vehicles, boats, trailers or any other object within the area shaded in red on Exhibit B.

1.3 Ledbetter may use the area shaded in green on Exhibit B, which is the area between an existing scored line on the existing driveway and the southerly boundary of the Wade property, for temporary parking of vehicles and/or boats but shall not use said area for parking purposes on a full time basis. Said area is legally described on Exhibit C and depicted on Exhibit D which are both attached hereto and incorporated by reference herein.

2. MAINTENANCE OF DRIVEWAY USED IN COMMON.

2.1 Wade and Ledbetter shall be jointly responsible for sharing equally in any costs or expenses incurred or associated with maintaining the easement property described in Paragraph 1 above; PROVIDED, HOWEVER, that such costs are incurred with the prior written approval or consent of the owners of both properties served by said driveway, with the understanding that such consent may not be unreasonably withheld.

2.2 Any portion of the driveways located within either the Wade Property or the Ledbetter Property that is not used in common and that serves only one of the subject properties shall be solely maintained by the owner of that property.

2.3 In the event that any portion of the driveway used in common is damaged by construction vehicles and/or heavy vehicles of any type that use the driveway at the request of, or for the benefit of, the owners of one of the subject properties, the owners of that property shall be solely responsible for the costs of repairing the damage done to the driveway by said extraordinary use.

3. LIMITED EASEMENTS FOR LANDSCAPING.

3.1 Wade grants a limited easement to Ledbetter for landscaping, including the planting and maintenance of



UNRECORDED

plants and shrubs within any portion of the Wade Property that lies within a three-foot-wide strip of land that lies adjacent to the sidewalk running from the driveway on the Ledbetter Property to the front entrance of the residential structure on the Ledbetter Property. This grant of limited easement for landscaping is subject to the condition that the owners of the Wade Property consent and approve in writing in advance any plants and shrubs that the owners of the Ledbetter Property propose to plant within said easement area. Said consent shall not be unreasonably withheld.

3.2 Ledbetter grants a limited easement to Wade for landscaping, including the planting and maintenance of plants and shrubs within a "V" shaped portion of the Ledbetter property that is in the northeast corner of said property having an approximate square footage of 30 feet. This grant of limited easement for landscaping is subject to the condition that the owners of the Ledbetter Property consent and approve in writing in advance any plants and shrubs that the owners of the Wade Property propose to plant within said easement area. Said consent shall not be unreasonably withheld.

4. BINDING NATURE OF AGREEMENT.

4.1 Affected Parties. Except as otherwise herein provided, each and every easement, right, privilege and obligation contained herein shall run with the land, and shall be binding upon the undersigned, and their respective successors and assigns, and shall inure to the benefit of the owners of each of the properties referenced above and to their respective successors and assigns.

4.2. No Dedication to Public. Nothing contained in this agreement shall be deemed to be a gift or dedication of any portion of the said properties to the general public or for any public use or purpose whatsoever.

5. ENFORCEMENT.

In the event it is necessary for either party to retain the services of an attorney to enforce the terms and provisions of this agreement, including the right to seek injunctive relief, the prevailing party shall be entitled to their reasonable attorney's fees and any and all costs connected with same, including, the cost of a title report if



IN WITNESS WHEREOF, the undersigned have caused this document to be executed as of the day; and year first above

Mark M. Wade 10/24/06
MARK WADE

Steven C. Ledbetter 10/24/06
STEVEN C. LEDBETTER

Allison McGurk-Wade 10/26/06
ALLISON MCGURK-WADE

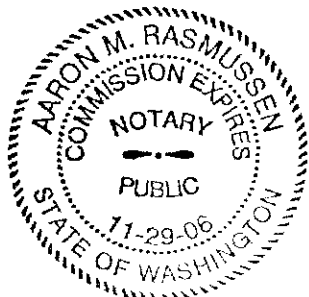
Laura L. Ledbetter 10/24/06
LAURA L. LEDBETTER

STATE OF WASHINGTON)
)
COUNTY OF SKAGIT)

On this 26 day of October, 2006, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared MARK WADE and ALLISON MCGURK-WADE, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

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

Aaron M. Rasmussen
Notary Public in and for the State
of Washington, residing at
Anacortes, WA
My commission expires 11-29-06



SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

NOV 01 2006

Annual Fee
Skagit Co. Treasurer
By [Signature]



200611010079
Skagit County Auditor

STATE OF WASHINGTON)
)
COUNTY OF SKAGIT)

On this 24th day of October, 2006, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared STEVEN C. LEDBETTER and LAURA L. LEDBETTER, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

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

Jo Ann C. Ryan
Notary Public in and for the State
of Washington, residing at

Anacortes
My commission expires 9-25-10

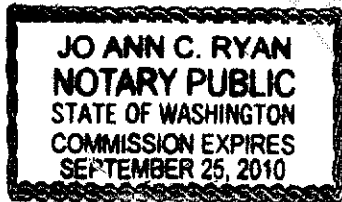


EXHIBIT A

That portion of Lot 13, PLAT OF FOREST HILLS PUD, according to the plat thereof recorded in Volume 17 of Plats, pages 42 and 43, under Auditor's File Number 99001200127 records of Skagit County Washington, being in a portion of the Southwest Quarter of the Southwest Quarter of Section 25, Township 35 North, Range 1 East, WM, described as follows:

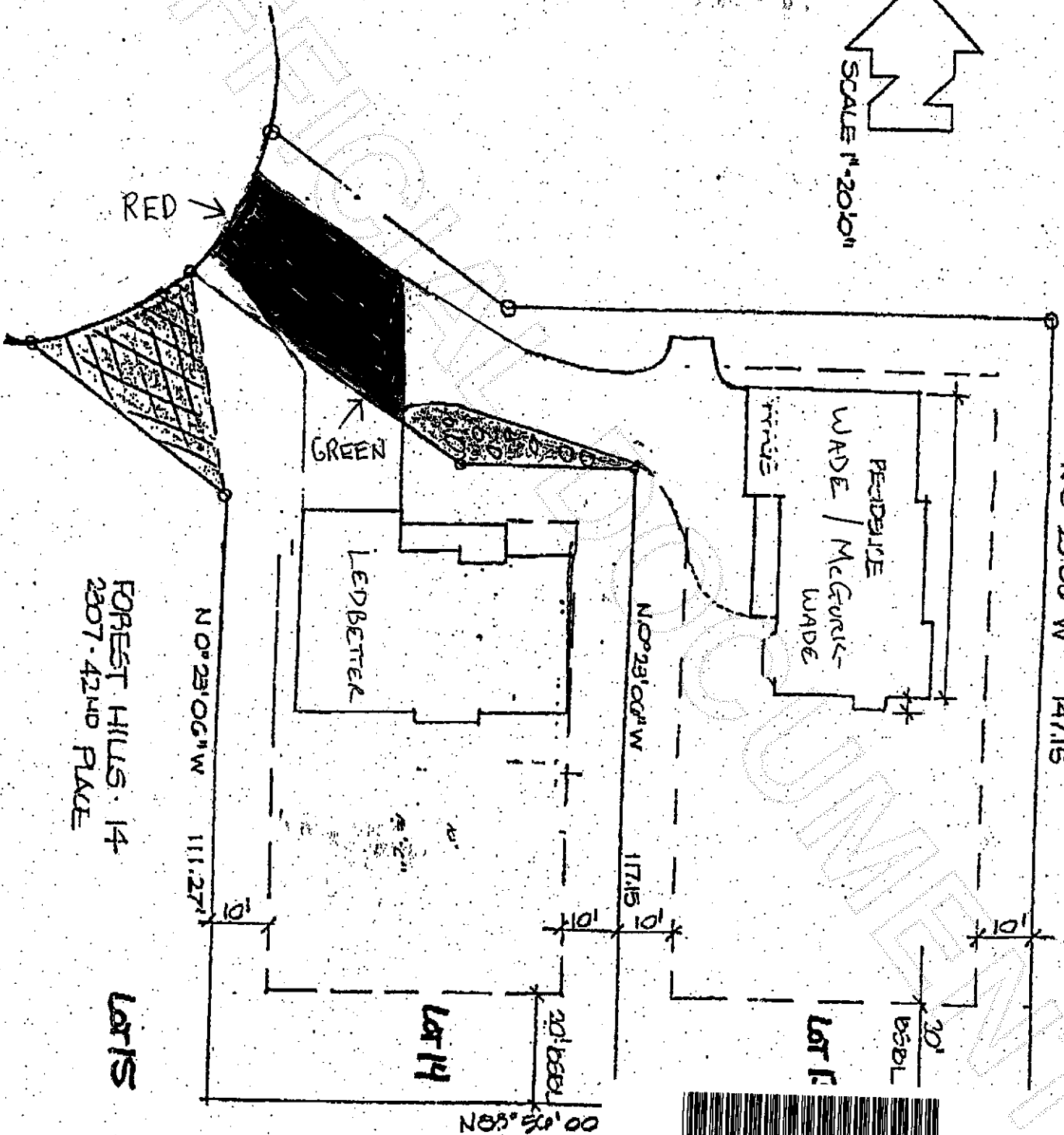
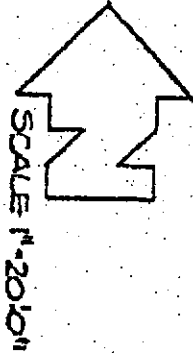
That portion of an existing driveway commencing at the most Westerly corner of Lot 13 in said plat of Forest Hills PUD; Thence South $56^{\circ}00'27''$ East, along the common lot line between Lots 13 and 14 of said plat 44.50 feet; Thence North $0^{\circ}23'10''$ West 7.17 feet to the end of an existing seam in an existing concrete driveway and the **TRUE POINT OF BEGINNING** of this description; Thence continue North $0^{\circ}23'10''$ West to the Northerly line of the existing concrete driveway; Thence generally northwesterly along the northern edge of the existing concrete driveway to the edge of the curb in the cul-de-sac that is in the northwest corner of the existing concrete driveway; thence generally southwest along the edge of the curb to the southwest corner of the existing concrete driveway; thence generally southeast along the edge of the existing concrete driveway to the Point of True Beginning.

Situate in the County of Skagit, State of Washington



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EXHIBIT B



FOREST HILLS 14
2307-42ND PLACE

Lot 15

Lot 14

Lot 13

FOREST HILLS B 2305-42ND PLACE



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Skagit County Auditor

EXHIBIT C

10-17-06

Legal Description

Portion of lot 13, Forest Hills PUD

That portion of Lot 13, plat of Forest Hills PUD, according to the plat thereof, recorded in Volume 17 of Plats, pages 42 and 43, under Auditors File Number 9901200127 records of Skagit County Washington, being in a portion of the Southwest Quarter of the Southwest Quarter of Section 25, Township 35 North, Range 1 East, WM, described as follows:

Commencing at the most Westerly corner of Lot 13 in said plat of Forest Hills PUD; Thence South $56^{\circ} 00' 27''$ East, along the common lot line between Lots 13 and 14 of said plat 16.48 feet to the TRUE POINT OF BEGINNING; Thence North $0^{\circ} 23' 10''$ West 6.45 feet to the end of an existing seam in an existing concrete driveway; Thence South $57^{\circ} 14' 31''$ East, along the existing seam, 27.62 feet to the end of the seam; Thence South $0^{\circ} 23' 10''$ East 7.17 feet to the common lot line between Lots 13 and 14; Thence North $56^{\circ} 00' 27''$ West, along said lot line, 28.02 feet to the TRUE POINT OF BEGINNING.

Situate in the County of Skagit, State of Washington

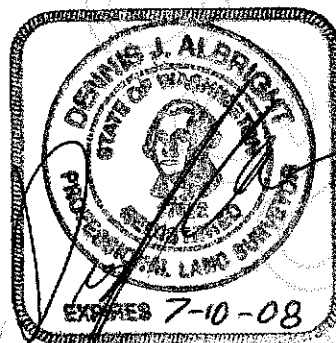


EXHIBIT C



200611010079

Skagit County Auditor

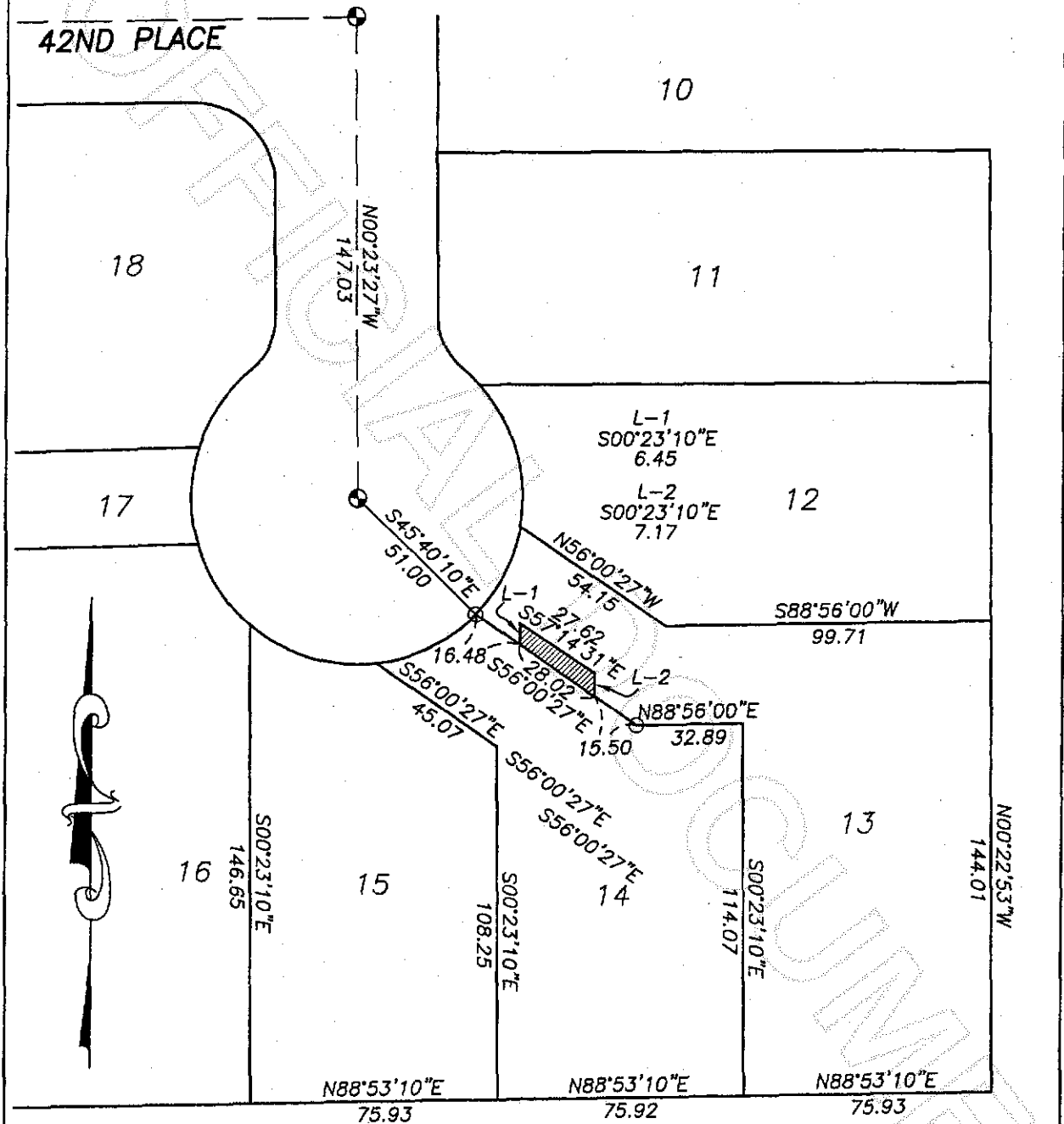
EXHIBIT D

PORTION OF FOREST HILLS PUD

AFN 9901200127

PORTION OF

SW 1/4 SW 1/4 SECTION 25, T. 35 N, R. 1 E, WM



Sound Development Group

ENGINEERING, SURVEYING & LAND DEVELOPMENT SERVICES

10-16-06 DJA



Scale 1" = 50'

EXHIBIT 7

012-06 ANA FOR-



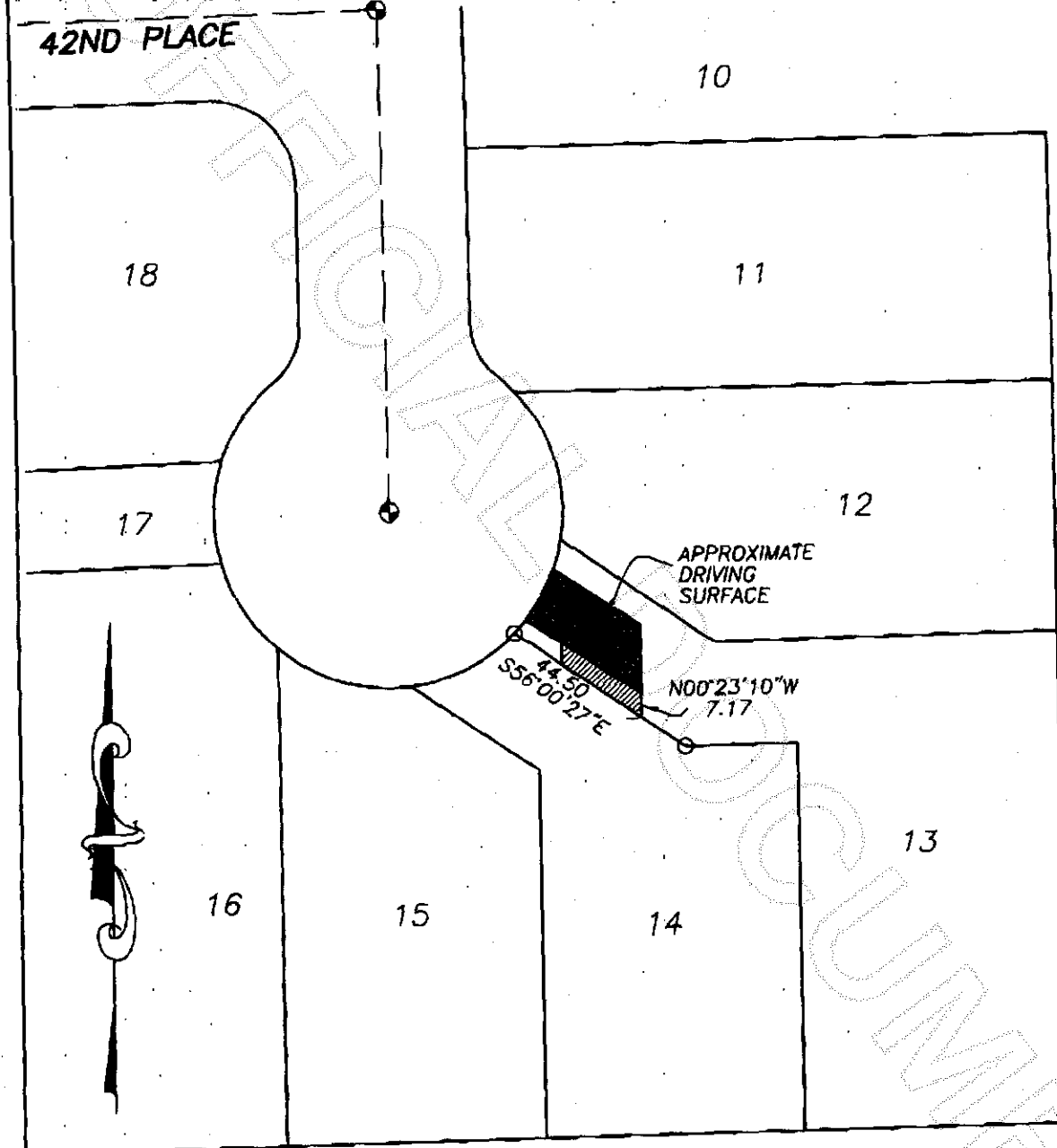
200611010079
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EXHIBIT E

PORTION OF FOREST HILLS PUD

AFN 9901200127
PORTION OF

SW 1/4 SW 1/4 SECTION 25, T. 35 N, R. 1 E, WM



Sound Development Group

ENGINEERING, SURVEYING & LAND DEVEL

10-24-06 DJA



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Skagit County Auditor