



200611020037

Skagit County Auditor

11/2/2006 Page 1 of 8 9:46AM

When recorded return to:

Michael A. Winslow
Attorney at Law
411 Main Street
Mount Vernon, Washington 98273

EASEMENT AND JOINT MAINTENANCE AGREEMENT**GRANTOR:** Island Development, LLC, a Washington limited liability company**GRANTEES:** Larry K. Hardy and Mildred J. Hardy, husband and wife, and Robert E. Hight, a single man

FIRST AMERICAN TITLE CO.

M8895

ACCOMMODATION RECORDING ONLY

LEGAL DESCRIPTION:

Anacortes, all that portion of vacated 22nd Street right of way, as shown on the Plats of Anacortes, recorded in Volume 2 of Plats, pages 4-7, records of Skagit County, Washington, as created by Ordinance of the City of Anacortes No. 2689, recorded under Auditor File No. 200502140191, records of Skagit County, Washington.

Situate in Skagit County, Washington.

See full Legal Description below.

ASSESSOR'S PROPERTY TAX**PARCEL OR ACCOUNT NO.:** P122544SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

NOV 02 2006

REFERENCE #s OF DOCUMENTS**ASSIGNED/RELEASED:** AFN 200502140191Antoniak, Fred G.
Skagit Co. Treasurer
By **Easement and Joint Maintenance Agreement**

This Agreement is made this 1 day of November, 2006, by and between Island Development, LLC, a Washington limited liability company (hereinafter referred to as "Island Development"), as Grantor, and Larry K. Hardy and Mildred J. Hardy, husband and wife (hereinafter referred to as "Hardy"), and Robert E. Hight, a single man (hereinafter referred to as "Hight"), collectively referred to as Grantees.

Joint Easement and Maintenance Agreement - 1

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1. Identity of Grantor's Property. The Grantor hereunder is owner of property legally described as follows:

Anacortes, all that portion of vacated 22nd Street right of way as shown on the Plat of Anacortes, recorded in Volume 2 of Plats, pages 4-7, records of Skagit County, Washington; lying West of the West right of way line of D Avenue, and Easterly of an arc, concave to the West, having a radius of 51.00 feet, the radius point of said arc is situated on the centerline of said 22nd Street a distance of 169.50 feet Easterly of the intersection of the centerlines of C Avenue and 22nd Street that abuts Lots 11, 12, and 15, as shown on a Record of Survey recorded under Auditor's File No. 200201240260 that has reverted to said Lots 11, 12, and 15 by operations of law resulting from City of Anacortes Ordinance No. 2689, recorded February 14, 2005, under Auditor's File No. 200502140191, records of Skagit County, Washington .

(hereinafter referred to as "Lot 13" for short reference purposes)

2. Grant of Easement in Favor of Lot 15. The Grantor hereby grants to Hight, as a Grantee, a non-exclusive, perpetual easement (Lot 15 Easement) over, under, through, and across Grantor's property described as *New Easement A* in Exhibit A, which is attached hereto and made a part hereof by this reference. Said easement shall be for the purpose of underground utilities, together with ingress, egress, and maintenance of landscaping within the easement area contiguous with the Southerly boundary of Lot 15. The said easement shall be appurtenant to and a covenant running with the land in perpetuity for the benefit of the owners of Lot 15. The property benefitted by this easement is legally described as:

Lots 16, 17, and the West half of Lot 18, Block 213, Map of the City of Anacortes, Washington, according to the Plate thereof, recorded Volume 2 of Plats, pages 4-7, records of Skagit County, Washington, and also known as Lot 15 of survey recorded January 24, 2002, under Auditor File No. 200201240260, records of Skagit County, Washington.

(hereinafter referred to as "Lot 15").

3. Grant of Easement in Favor of Lot 14. The Grantor hereby grants to Hardy a non-exclusive, perpetual easement (Lot 14 Easement) over, under, through, and across Grantor's property described as *New Easement B* in Exhibit A, which is attached hereto and made a part hereof by this reference. Said easement shall be for the purpose of underground utilities, together with ingress and egress along a driveway as built on Lot 13, and the for the purpose of maintaining said driveway. The rights of ingress and egress are subject to certain restrictions as further described herein below. The Lot 14 Easement shall be appurtenant to the Hardy's property described herein, and shall be a covenant running with the land in perpetuity. The Hardy property is legally described as follows:

Lots 19, 20, and the East half of Lot 18, Block 213, Map of the City of Anacortes, Skagit County, Washington, as per Plat recorded in Volume 2 of Plats, page 4, records of Skagit

Joint Easement and Maintenance Agreement - 2

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County, Washington, also known as Lot 14 of survey recorded January 24, 2002, under Auditor File No. 200201240260, records of Skagit County, Washington.

(hereinafter referred to as "Lot 14").

4. Joint Use and Maintenance Agreement. The Grantor and the Grantees hereunder agree that the said easements shall be used jointly by the parties for the purpose of ingress and egress for residential purposes only. It is further agreed that the portion of the concrete driveway located on Lot 13, which is used by the parties for common access, shall be jointly maintained by all of the parties hereto. The primary obligation of maintenance, repair, and replacement of the said concrete driveway shall be shared equally between the Grantor and the owner of Lot 14. Provided that the owner of Lot 15 shall make reasonable and equitable contribution for maintenance, repair, and replacement of any portion of the driveway which is jointly used by and benefits Lot 15.

5. Limitation on Easement Use by Lot 14. The Lot 14 easement area shall be utilized by the owner of Lot 14, for the purpose of ingress and egress, and the owners of Lot 14, their guests and invitees, shall at no time utilize the driveway area for parking vehicles for any length of time whatsoever. The owner of Lot 14 agrees that the access to the driveway on Lot 13 shall remain unobstructed at all times in respect to any use by the owner of Lot 14, or their guests and invitees. The concrete pad located Northerly of the garage on Lot 13 may be used by the owner of Lot 14, their guests and invitees, for purposes of turning vehicles around so that they may drive "head out" the driveway to 22nd Street. The owner of Lot 13, their guests or invitees, shall not park vehicles in the turn around area adjacent to the garage, as said turn around area is shown on the map which is attached hereto as Exhibit B, and incorporated by this reference as if set forth in full herein.

6. Supercedes Prior Easements. The easements granted herein replace and supercede easements for ingress and egress across Lot 13, as referenced in Record of Survey, recorded under Auditor File No. 20021240260; Anacortes City Ordinance No. 2689, recorded under Auditor File No. 200502140191, to the extent the same benefits, Lots 14 and 15; and as referenced in Deeds recorded under Auditor File Nos. 200505030126 and 200411290172.

7. 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. All 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.

Joint Easement and Maintenance Agreement - 3

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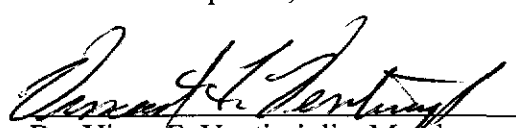
8. **Successors and Assigns.** This agreement shall be binding upon and inure to the benefit of the successors in interest to the real property described herein.

Grantors:

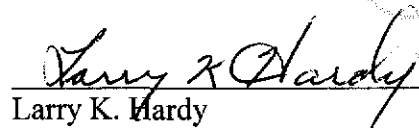
Island Development, LLC


By: Charles H. Barefield, Member

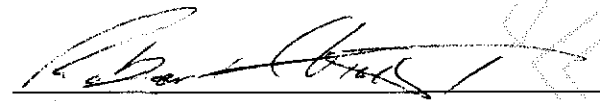
Island Development, LLC


By: Vince F. Ventimiglia, Member

Grantees:


Larry K. Hardy


Mildred J. Hardy

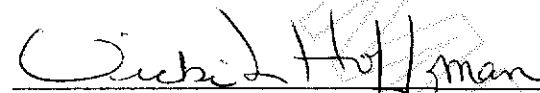

Robert E. Hight

State of Washington)
)ss
County of Skagit)

I certify that I know or have satisfactory evidence that Charles H. Barefield is the person who appeared before me; that he acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged as a Member of Island Development, LLC, to be the free and voluntary act of him for the uses and purposes contained in the instrument.

DATED: November 1, 2006.




_____, Notary Public
My commission expires: 10-8-09



State of Washington)
)ss
County of Skagit)

I certify that I know or have satisfactory evidence that Vince F. Ventimiglia is the person who appeared before me; that he acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged as a Member of Island Development, LLC, to be the free and voluntary act of him for the uses and purposes contained in the instrument.

DATED: November 1, 2006.

Wicki L Hoffman
Notary Public
My commission expires: 10-8-09

State of Washington)
)ss
County of Skagit)

I certify that I know or have satisfactory evidence that Larry K. Hardy and Mildred J. Hardy, 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: Nov. 1, 2006.

Wicki L Hoffman
Notary Public
My appointment expires: 10-8-09

State of Washington)
)ss
County of Skagit)

I certify that I know or have satisfactory evidence that Robert E. Hight, a single man, is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes in the instrument.

Dated: Nov. 1, 2006.

Wicki L Hoffman
Notary Public
My appointment expires: 10-8-09

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New Easement A

An easement for ingress and egress across a portion of vacated 22nd Street as shown on a record of survey recorded under Auditor's # 200504180272, described as follows:

Beginning at a point N 38 55'08" E 51.00 feet from the radius point monument, in the centerline of 22nd Street;

Thence S 89 24'42" E 63.81 feet to the Southeast corner of tract 15;

Thence S 0 34'11" W 6.98 feet to the North edge of a concrete driveway;

Thence through a curve to the right having a radius of 14.50 feet and a Arc length of 7.79 feet along the North edge of said driveway;

Thence N 88 39'25" W 47.49 feet to a point that lies N 54 04'40" E 51 feet from said radius monument in the centerline of 22nd Street;'

Thence along a curve to the left having a radius of 51 feet and an arc length of 13.49 feet to the point of beginning.

Situate in the County of Skagit, State of Washington.

Clair A. Crasman PLS. #9569
Oct. 26, 2006

EXHIBIT A

Ex A ; Page 1



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New Easement B

An easement for ingress and egress across a portion of an existing concrete driveway as constructed on vacated 22nd Street as shown on a record of survey recorded under Auditor's # 200504180272, described as follows:

Beginning at a point N 54 04' 40" E 51.00 feet from the radius point monument, in the centerline of 22nd Street;

Thence S 88 39' 25" E 47.49 feet;

Thence through a curve to the left having a radius of 14.50 feet and a Arc length of 16.28 feet to the South line of tract 14 as shown on said record of survey;

Thence S 89 24' 42" E 20.50 feet along the South line of said tract 14;

Thence S 56 04' 50" E 3.95 feet;

Thence S 89 27' 56" E 7.55 feet;

Thence S 0 25' 23" E 10.71 feet;

Thence N 89 27' 56" W 3.25 feet;

Thence S 0 25' 23" E 2.78 feet;

Thence N 88 39' 27" W 26.74 feet;

Thence S 66 47' 54" W 14.50 feet;

Thence N 88 39' 27" W 41.16 feet to a point that lies N 68 14' 53" E 51.00 feet from said radius point monument in the centerline of 22nd Street.

Thence through a curve to the right having a radius of 51.00 feet, an arc distance of 12.58 feet to the point of beginning.

Situate in the County of Skagit, State of Washington.

Clair A. Crasman P.L.S. #9569
Oct. 26, 2006

Ex A; Page 2

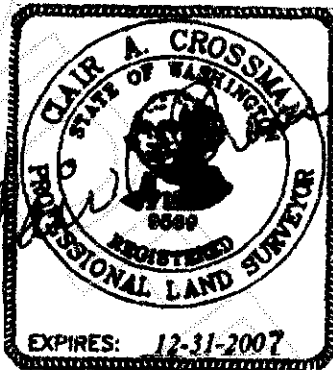


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10-26-06



SCALE 1" = 20'

TRACT 15

TRACT 14

NEW EASEMENT A

NEW EASEMENT B

GARAGE

HOUSE

TRACT 13

22ND ST.

"D" AVE.

CROSSMAN & ASSOC.
16146 MCLEAN ROAD
MOUNT VERNON, WA.
360-424-7359



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