

UPON RECORDING RETURN TO:

JAMES E. ANDERSON P.S.  
P.O. BOX 727  
ANACORTES, WA 98221

  
200701120126  
Skagit County Auditor  
1/12/2007 Page 1 of 5 12:36PM

### RECIPROCAL EASEMENT AGREEMENT

GRANTOR: RICHARD C. FIGENSHOW, a single man

GRANTEES: ERNEST W. WOOD and PAULA M. WOOD, husband and wife

LEGAL DESCRIPTION: Tract 1, CRATER LAKE BEACH CLUB, DIVISION 1, as per plat recorded in Volume 8 of Plats, pages 51 and 52, records of Skagit County, Washington.

This Easement Agreement also affects Tract 2 in the same subdivision as referred to in Recital B below.

TAX PARCEL NO: P64652

### RECITALS

A. RICHARD L. FIGENSHOW, a single man (hereinafter "Figenshow") is the owner of the above-described real property located in Skagit County, Washington, which shall hereinafter be referred to as "the Figenshow property"; and

B. ERNEST W. WOOD and PAULA M. WOOD, husband and wife (hereinafter collectively referred to as "Wood") are the owners of the following described real property located in Skagit County, Washington, which shall hereinafter be referred to as "the Wood property":

Tract 2, CRATER LAKE BEACH CLUB, DIVISION 1, as per plat recorded in Volume 8 of Plats, pages 51 and 52, records of Skagit County, Washington (Tax Parcel No. P64653).

C. Wood utilizes an existing driveway on the Figenshow property to access the Wood property and Figenshow utilizes the same road, as well as an existing road that is on the Wood property to access his property, and the parties have agreed to establish of record certain easement rights in favor of one another with the result that each of them

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should be considered a GRANTOR and each of them should be considered a GRANTEE;  
and

**NOW THEREFORE**, in consideration of the covenants and agreements set forth herein and the mutual benefits inuring to each of the parties hereto, they covenant, grant and agree as follows:

### AGREEMENT

1. Figenshow grants unto Wood a twelve (12) foot wide non-exclusive easement for ingress, egress, and utilities over and under the Figenshow property which includes an existing driveway the center line (which shall be the center line of the easement) of which is legally described as follows:

Commencing six (6) feet (the distances set forth in this description and the description in Paragraph 2 below are approximate distances which were not measured by a licensed surveyor) from the northeast corner of the Figenshow property and proceeding southwesterly one hundred ninety-eight (198) feet eight (8) inches to a point on the southern boundary of the Figenshow property (and on the northern boundary of the Wood property) which is ninety-five (95) feet three (3) inches to the west of the southeast corner of the Figenshow property.

2. Wood grants unto Figenshow a twelve (12) foot wide non-exclusive easement for ingress, egress, and utilities over and under the Wood property which includes an existing driveway the center line (which shall be the center line of the easement) of which is legally described as follows:

Commencing at a point ninety-five (95) feet three (3) inches to the west of the northeast corner of the Wood property and proceeding in an arc in which the southern most point on the center line is thirty-eight (38) feet six (6) inches to the south of the northern boundary of the Wood property. Said arc continues to a point thirty-four (34) feet six (6) inches to the east of the northwest corner of the Wood property. It is the intent in the descriptions and dimensions set forth in this paragraph and paragraph 1 above, to describe the existing driveway to Tracts 1 and 2.

3. Marked as Exhibit A and attached hereto and incorporated by reference herein is a sketch which illustrates the easements referred to in paragraphs 1 and 2 above.

4. Any utilities placed in either of the above-referenced easements shall be underground and the parking of vehicles, boats, or any other objects is prohibited on said easements.

5. Figenshow and Wood agree to share equally all costs connected with the construction, repair, maintenance, and replacement of the existing driveway.



6. Figenshow and Wood shall indemnify and hold one and another harmless from any and all claims, and any attorney's fees and costs incurred, that might result from the other parties or their agents, servants, employees or invitees' usage of the easements created by this agreement.

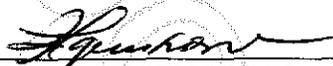
7. The easements, obligations, and restrictions provided for in this agreement shall run with the land and shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, successors and assigns and all persons claiming under them.

8. None of the terms and provisions of this agreement shall be deemed to create a partnership between or among the parties hereto, nor shall it cause them to be considered joint venturers or members of any joint enterprise.

9. Nothing herein contained shall be deemed to be a gift or dedication of either the Figenshow property or the Wood property, or any portion thereof, to the general public or for any public use or purpose whatsoever.

10. In the event of any arbitration or litigation to enforce this agreement, or to determine the rights and obligations of the parties under this agreement, the substantially prevailing party shall be entitled to recover from the other party all reasonable attorney's fees and costs, including expert witness fees.

DATE: 11/13/06

  
RICHARD L. FIGENSHOW

DATE: 1/10/07

  
ERNEST W. WOOD

DATE: 1-10-07

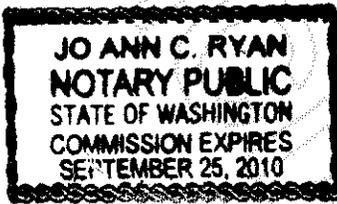
  
PAULA M. WOOD



STATE OF WASHINGTON )  
 ) ss  
COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence that RICHARD L. FIGENSHOW signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: 11-13-06



Jo Ann C. Ryan  
Notary Public in and for the State of  
Washington, residing at: Anacortes  
My appointment expires 9-25-06

SKAGIT COUNTY TREASURER

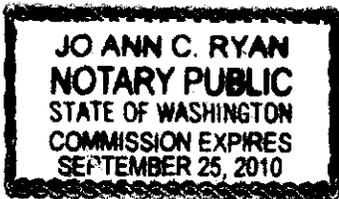
JAN 18 2007

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF SKAGIT )

By [Signature] Deputy  
skagit Co. Treasurer

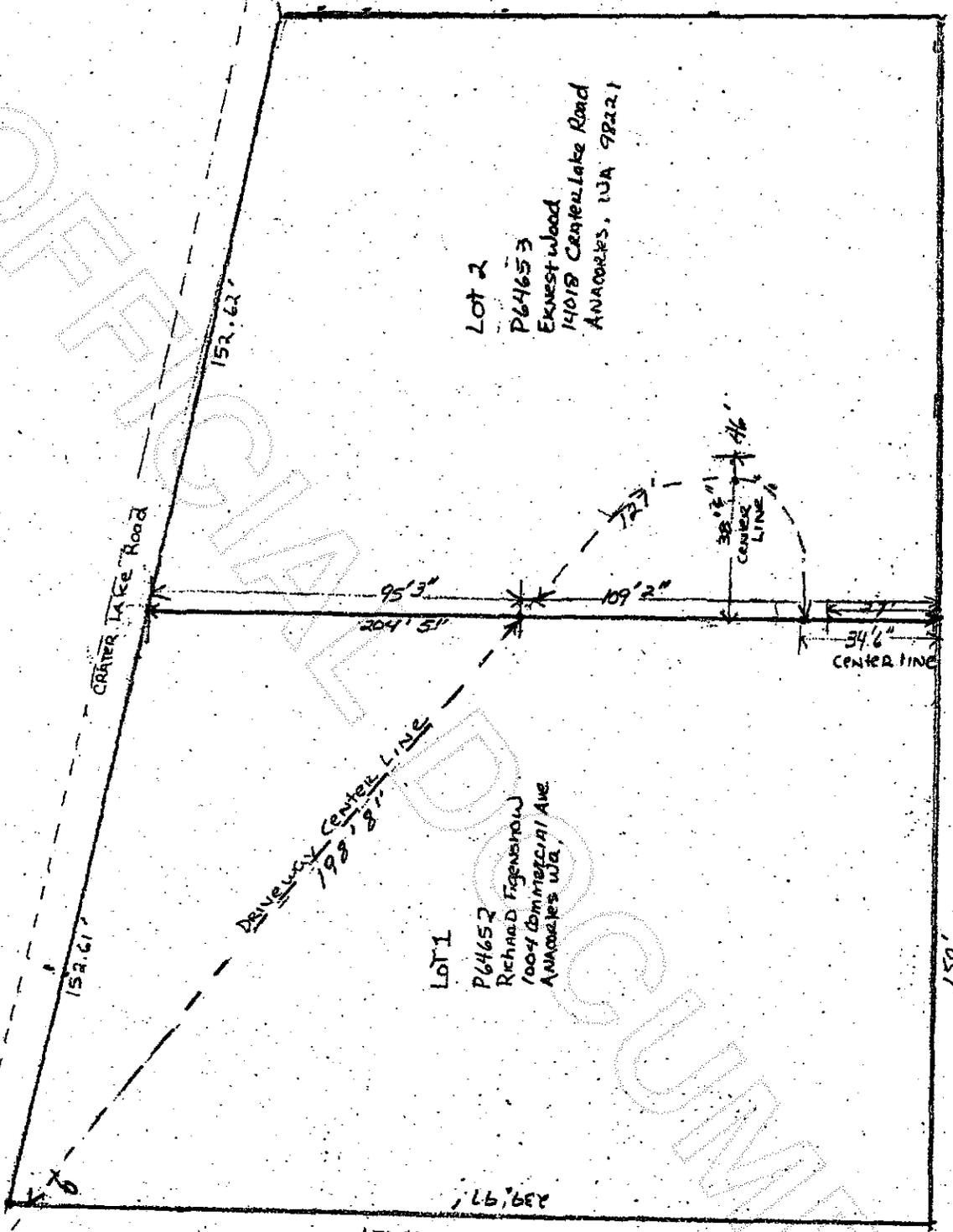
I certify that I know or have satisfactory evidence that ERNEST W. WOOD and PAULA M. WOOD signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: 1-10-07



Jo Ann C. Ryan  
Notary Public in and for the State of  
Washington, residing at: Anacortes  
My appointment expires 9-25-10





Lot 2  
 P64653  
 Ernest Wood  
 14018 Crater Lake Road  
 ANACAPLES, WA 98221

Lot 1  
 P64652  
 Richard Figenshau  
 7004 Commercial Ave  
 ANACAPLES WA

Vincent Family Rev Trust



200701120126  
 Skagit County Auditor

1/4 inch = 10 feet