



200706010018
Skagit County Auditor

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When recorded return to:

Craig Sjostrom
411 Main Street
Mount Vernon, Washington 98273

EASEMENT AGREEMENT

Grantor: John F. Peebles

Grantees: Adam J. Eli & Teresa Eli, h/w

Legal Description: Fidalgo City Lots 1-13, 17-22, Block 171

Additional Legal Description Located on Page 2

Assessor's Property Tax Parcel or Account No.: P73229; 73224

Reference Nos of Documents Assigned or Released: 200306060233

THIS AGREEMENT is made and entered into by John F. Peebles, an unmarried person ("Peebles"), and Adam J. Eli & B Teresa Eli, h/w ("Eli").

Recitals

- a. Peebles is the owner of the following-described real property, located in Skagit County, Wash.:

Lots 17-22 inclusive, Block 171, "MAP OF FIDALGO CITY, SKAGIT COUNTY, WASHINGTON", according to the plat recorded in Volume 2 of Plats, page 112, records of Skagit County, Wash.

(P73229)

- b. Eli is the owner of the following-described real property, located in Skagit County, Wash.:

Lots 1-13 inclusive, Block 170, "CITY OF FIDALGO SKAGIT COUNTY & TERRITORY OF WASHINGTON", according to the plat recorded in Volume 2 of Plats, pages 113 and 114, records of Skagit County, Wash.

EXCEPT a strip of land 80 feet in width over and across Lots 1, 2 and 3, conveyed to Skagit County by Deed recorded under Auditor's File No. 261288, records of Skagit County, Wash.

(P73224)

- c. A roadway runs from the Eli property, across the Peebles property, back onto the Eli property, and intersects with SR 20. There is no recorded easement for this roadway, although some or all of it lies within vacated streets as set forth in the plat of Fidalgo City, as per the plat recorded in Volume 2 of Plats, pages 113 and 114, records of Skagit County, Washington (the "Fidalgo City Plat"). In addition, Eli executed an instrument dated May 16th, 2003, recorded June 3rd, 2003 under Skagit County Auditor's File No. 200306060233, which granted an easement in favor of the Eli and Peebles property over a portion of the area in question. For purposes of this Easement Agreement, the portion of the existing roadway that runs from the Eli property across the Peebles property prior to re-entering the Eli property is referred to as the "Vacated Roadway" and the portion of the existing roadway that runs from the Peebles property back onto the Eli property and intersects with SR 20 is referred to as the "Dedicated Roadway".
- d. Eli & Peebles wish to cooperate in the partial relocation of the existing road, to grant a formal easement for their mutual benefit over the same, and to cancel all other actual or potential easement rights over their respective parcels, and execute this instrument to that end.

Agreement

Now, therefore, in consideration of the mutual promises and covenants set forth herein, the sufficiency of which is acknowledged by all parties, IT IS HEREBY AGREED AS FOLLOWS:

1. Eli will cause the Vacated Roadway to be relocated off of the Peebles property, except for a 15' x 15' foot area comprising the Northwest corner thereof. A new road (the "New Road"), substantially identical to the existing road, in terms of surface, width, grade, drainage, etc., will be constructed allowing Eli's access to the Dedicated Roadway.

Easement Agreement

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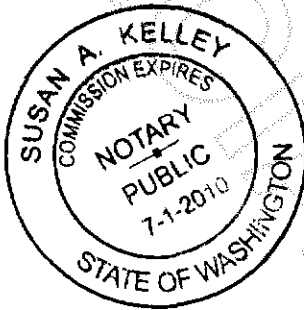
2. All of the clearing, leveling and other roadwork for the New Road will be done by Eli, provided that the parties shall each pay one-half (1/2) the cost of the gravel for the new road surface, which is estimated to be 20 yards. Each party shall pay their share of the gravel cost prior to the work being done by delivering their check payable to the trust account of attorney Craig Sjostrom, who is hereby authorized to disburse the same in payment of the gravel cost. The parties will further equally divide any Skagit County fees that may be imposed on the project, and agree to fully cooperate in any County permitting requirements concerning the same. Brush & other vegetation in the area of the New Road shall be disposed of by Eli. Any car parts, metal objects, and the like in the area of the New Road on the Peebles property shall be moved by Eli as necessary but not disposed of. No hazardous materials shall be moved or disturbed by Eli.
3. The New Road relocation work will be substantially completed by June 15th, 2007, unless the County permitting process mandates a longer time frame, in which event the New Road shall be completed as expeditiously as possible. Notwithstanding the other provisions of this paragraph, the work shall not be commenced until Peebles pays his share of the gravel cost pursuant to paragraph 2 above.
4. Upon the New Road being completed, the parties hereby release and quitclaim to each other and to their respective heirs, successors and assigns all rights in and to any portion of each other's parcels above described, except for the area of the New Road, specifically including, but not limited to, the rights granted by the instrument recorded under Auditor's File No. 200306060233; any adverse or prescriptive rights that may have arisen; and any rights attaching to the above-described parcels by operation of law by virtue of their being adjacent to any streets or alleyways set forth in the Fidalgo City Plat described above. Nothing herein, however, shall affect Peebles' claim to the easterly one-half (1/2) of the unopened Fairview Avenue in the Fidalgo City Map lying adjacent to the Peebles property or the Eli's claim to the westerly one-half (1/2) of the unopened Fairview Avenue in the Fidalgo City Map lying adjacent to the Eli Property.
5. Each party, as their interests appear, grants to the other, and to their respective heirs and assigns, as covenants running with the land, perpetual easements for ingress and egress over the New Road and the Dedicated Roadway benefiting their respective parcels of property, provided that the said grant shall not include any portion of the Vacated Roadway.



STATE OF WASHINGTON)
:SS
COUNTY OF SKAGIT)

On this day personally appeared before me Adam Eli, to me known to be one of the individuals described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 30 day of May 2007,
2007.



Susan Kelley
NOTARY PUBLIC in and for the State of
Washington, residing at Anacortes
My commission expires: 7-1-2010
Name: Susan Kelley

STATE OF WASHINGTON)
:SS
COUNTY OF SKAGIT)

On this day personally appeared before me Teresa Eli, to me known to be one of the individuals described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 30 day of May 2007,
2007.



Susan Kelley
NOTARY PUBLIC in and for the State of
Washington, residing at Anacortes
My commission expires: 7-1-2010
Name: Susan Kelley

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