

After recording return to:
SKAGIT LAW GROUP, PLLC
P. O. Box 336
Mount Vernon, WA 98273



200712210103
Skagit County Auditor

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**AGREEMENT FOR EASEMENT AND JOINT USE
OF DOCK FACILITIES**

GRANTORS: MacGREGOR, DOUGLAS I. and
MacGREGOR, LINDA A., Trustees of the DOUGLAS I.
MacGREGOR and LINDA A. MacGREGOR REVOCABLE
LIVING TRUST dated May 11, 2000

GRANTEES: MacGREGOR, DOUGLAS I. and
MacGREGOR, LINDA A., Trustees of the DOUGLAS I.
MacGREGOR and LINDA A. MacGREGOR REVOCABLE
LIVING TRUST dated May 11, 2000

ABBREVIATED LEGAL: Lots 4C and 4D Skagit County SP#45-84 in Sec. 21, T36N, R2E
W.M. and Sec. 38, T36N, R2E W.M.

ASSESSOR'S PARCEL NO. 360228-0-001-1201; P104066
360228-0-001-1100; P47294

THIS AGREEMENT for easement and joint use of dock facilities ("Agreement") made effective this 21st day of December, 2007, between **DOUGLAS I. MacGREGOR** and **LINDA A. MacGREGOR**, husband and wife, as Trustees of the DOUGLAS I. MacGREGOR and LINDA A. MacGREGOR REVOCABLE LIVING TRUST (the "Parties" and "MacGregors") to establish an easement for mutual ingress, egress, and sharing of a dock facility to be constructed upon separate contiguous building lots and abutting tidelands described herein for which they are the owners.

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

**AGREEMENT FOR EASEMENT AND
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DEC 21 2007
Amount Paid \$
By Skagit Co. Treasurer
Dec 21

RECITALS

WHEREAS, **MacGREGORS** desire to develop and construct a fixed pier, ramp, and floating dock (the "Dock Facility") to serve two building lots with adjacent tidelands that they own, namely: Lot 4-C Short Plat No. 45-84 ("Lot C"), and Lot 4-D Short Plat No. 45-84 ("Lot D"), more particularly described in **Exhibits "A" and "B,"** respectively, and attached hereto and incorporated herein by this reference;

WHEREAS, **MacGREGORS**, as the owners of Lot C, Lot D, and tidelands abutting thereon, have commenced plans for the construction of the Dock Facility with Waterfront Construction, Inc., with the land access to the dock in the southwest corner and extending westerly through the tidelands adjoining Lot C as depicted in the plot plan attached as **Exhibit "C"** and incorporated herein by this reference;

WHEREAS, notwithstanding that **MacGREGORS** currently own both Lot C and Lot D, they desire to enter into this Agreement to provide for the access, maintenance, costs, and other matters concerning the Dock Facility should there be separate ownership of Lot C and Lot D in the future.

NOW, THEREFORE, in consideration of the mutual benefits to be derived herefrom, the Parties covenant and agree as follows:

1. Access Rights. The Parties hereby convey and warrant as owners, and to the future owners of Lot C and Lot D and tidelands abutting thereon, with no monetary consideration, an access easement over and across the affected lots and tidelands as is reasonable and desirable to gain ingress and egress to the joint-use Dock Facility.

2. Ownership and Use. The owners of Lot C and Lot D shall each have an undivided one-half interest in the Dock Facility. The Parties agree that the owner of Lot D shall have the exclusive right to use the north one-half interest of the Dock Facility and the water area contained within the floating dock on the north and the owner of Lot C shall have the exclusive right to use the south one-half interest of the Dock Facility and the water area contained within the floating dock to the south. Each shall have the right to the use of the pier and ramp in common.

3. Expenses. All expenses concerning the Dock Facility shall be shared equally. Such costs include, but are not limited to, the following:

- a. All taxes;
- b. Maintenance and repair costs; and
- c. If applicable, premiums for property insurance and replacement value or other insurance stipulated.

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4. Repairs and Maintenance. The Parties agree to keep the Dock Facility in good order and repair. All repair and maintenance costs not the result of one party's acts or omissions shall be shared in the proportion as set forth in item 3 above.

5. Improvements. Any improvements shall be discussed prior to commencement of construction, and the sharing of costs shall be by further agreement. Such improvements are subject to all applicable governmental permits and approvals.

6. Exclusive Use. The Dock Facility and any of its improvements are for the exclusive and sole use and benefit of the owners and future owners of Lot C, Lot D, and the adjacent tidelands. No party shall grant rights of any kind whatsoever concerning the use and benefit of the Dock Facility without the prior written consent of the other parties. No party shall occupy more than their respective one-half of the water space located within the dock area, including bumpers and/or pads, whether located on the Dock Facility itself or on a boat without the written consent of all parties. All boats moored at the Dock Facility shall be kept seaworthy and shall be kept maintained by the party mooring the boat.

7. Waiver of Responsibility. All users shall carry and show proof of adequate liability and casualty insurance for himself/herself and any authorized individuals, and will be required to sign a liability waiver. The parties agree to keep the Dock Facility and premises clean, orderly, and as free as possible from all flammable substances. Each party shall indemnify and hold all other parties to this Agreement harmless from any loss, damage, injury, cause of action, or claim resulting from any and all acts or omissions of the party, his other agent, guest, or other persons or entities on or utilizing the premises at the party's request.

8. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties, their heirs, successors, and assigns of Lot C, Lot D, and adjacent tidelands, and all covenants contained herein shall run with the land.

Attached to and acknowledged by the Parties to be a part of this Agreement are Exhibits A and B representing the legal descriptions for Lot C and Lot D with the tidelands abutting each lot, respectively; Exhibit C representing the plot plan; and Exhibit D with the conditions of approval, if any, required and adopted by Skagit County.

9. Right to Lien. In the event either party to this Agreement fails to pay his share of costs and expenses, such share shall be a charge and lien on the property of the person liable and also the personal obligation of the person who was the owner of the property at the time the costs were incurred. Such charge and lien may be enforced by any party to this Agreement. There shall be added to the amount of such charge all costs, expenses, and attorneys' fees reasonably incurred in enforcing the same. The lien provided for by this paragraph shall be subordinate to the lien of any institutional mortgage or deed of trust.

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10. Prevailing Party. In the event of any legal action or proceeding by either of the parties to enforce any part of this Agreement, the prevailing party shall be entitled to its reasonable costs and expenses of such action or proceedings, including reasonable attorneys' fees.

11. Arbitration. The Parties agree to exercise their best efforts and good faith to resolve problems associated with the easement and joint use of the Dock Facility granted herein. Should the Parties be unable or unwilling to resolve any dispute concerning this Agreement, including the interpretation of this Agreement, then they agree to submit the issue to binding arbitration under the rules of mandatory arbitration for Skagit County, Washington, regardless of the nature of the dispute or the amount in controversy, and the Parties agree that the result reached in such arbitration shall be binding and not subject to appeal.

12. Rules and Regulations to be Adopted. The parties shall adopt rules and regulations for use of the Dock Facility prior to the separate ownership of Lot C and Lot D and may record the same as **Exhibit "E"** to the joint use agreement.

13. Termination. Anything in this Agreement to the contrary notwithstanding, this Agreement shall terminate on December 31, 2057, or earlier if the owners of both Lot C and Lot D enter into an agreement terminating the joint use agreement.

14. Entire Agreement. This is the entire Agreement between the parties. There are no other understandings, verbal or written. This Agreement may be modified only by written agreement between the parties.

DATED this 21st day of December, 2007.

DOUGLAS I. MacGREGOR and LINDA A. MacGREGOR
REVOCABLE LIVING TRUST dated May 11, 2000


DOUGLAS I. MacGREGOR, Trustee


LINDA A. MacGREGOR, Trustee

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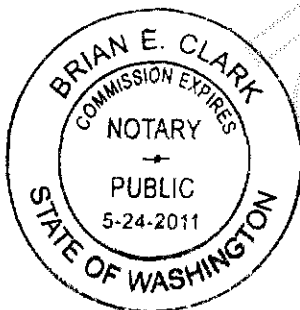
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STATE OF WASHINGTON
COUNTY OF SKAGIT

} ss.

I certify that I know or have satisfactory evidence that **DOUGLAS I. MacGREGOR** and **LINDA A. MacGREGOR** 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 mentioned in the instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 21st day of December, 2007.



Brian E. Clark

Printed Name Brian E. Clark
NOTARY PUBLIC in and for the State of Washington
My Commission Expires 5/24/2011

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EXHIBIT "A"
(Legal Description for Lot 4-C)

Lot 4-C SKAGIT COUNTY SHORT PLAT NO. 45-84, recorded in Volume 7 of Short Plats, page 8, under Skagit County Auditor's File No. 8502200050, records of Skagit County, Washington; being a portion of Section 28, Township 36 North, Range 2 East of the Willamette Meridian and Section 21, Township 36 North, Range 2 East of the Willamette Meridian.

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EXHIBIT "B"
(Legal Description for Lot 4-D)

Lot 4-D, SKAGIT COUNTY SHORT PLAT NO. 45-84, recorded in Volume 7 of Short Plats, page 8, under Skagit County Auditor's File No. 8502200050, records of Skagit County, Washington; being a portion of Section 28, Township 36 North, Range 2 East of the Willamette Meridian and Section 21, Township 36 North, Range 2 East of the Willamette Meridian

Situated in Skagit County, Washington

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(Plot Plan)



REFERENCE # _____
APPLICANT: DOUGLAS MACGREGOR _____
PROPOSED: CONSTRUCT NEW JOINT USE
FIXED PIER, RAMP AND F.OAT.
NEAR/AT: BOW/SAMISH BAY _____
SHEET: 2 OF 7 _____
DATE: 11-12-97 DWG#: 07-35114-A-2-1



EXHIBIT "D"
(Conditions of Approval by Skagit County)

None

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EXHIBIT "E"
(Rules and Regulations for Dock Facility)

None

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