

3/18/2008 Page

2 1:04PM

AFTER RECORDING RETURN TO

## COMMON DRIVEWAY AND UTILITY EASEMENT

THIS COMMON DRIVEWAY AND UTILITY EASEMENT AGREEMENT (this "Agreement") is made and entered into this 18 day of March 2008 by Doug Hanson, Owner of the following described Parcel "A"

Parcel A

Grantee: DAVID MEdina

Lot 78 and the west half of Lot 77, Block 1, Plat of Lake Cavanaugh Division 2, according to the plat thereof, recorded in Volume 5 of Plats, pages 49 through 54, records of Skagit County, Washington.

66129

Lot 76 and the east half of Lot 77, Block 1, Plat of Lake Cavanaugh Division 2, according to the plat thereof, recorded in Volume 5 of Plats, pages 49 through 54, records of Skagit County, Washington.

## **EASEMENTS**

Based on the above recitals, and for the good and valuable consideration, Both Parties agree to grant and convey to each other the following easements as follows:

## **Common Driveway Easement** 1.

Grant of Easement. Parcel A hereby grants to Parcel B and Parcel B grants to Parcel A, successors and assigns an easement for access driveway 6.00 feet each side of the following described centerline over and across Lots 76, 77 and 78, Block 1, Plat of Lake Cavanaugh Division 2, according to the plat thereof, recorded in Volume 5 of Plats, pages 49 through 54, records of Skagit County, Washington, more particularly described as follows: Beginning at the northwest corner of said Lot 78; thence S 73°00'00" E along the northerly margin of said lots, 142.82 feet to the TRUE POINT OF BEGINNING; thence S 66°28'30" W, 26.19 feet; thence N 86°35'19" W, 49.21 feet; thence S 80°41'00" W, 34.85 feet; thence S 68°32'49" W, 21.93 feet; thence S 40°45'41" E, 62.12 feet; thence S 53°17'08" E, 31.31 feet; thence S 67°05'06" E, 38.18 feet; thence S 61°43'18" E, 28.66 feet to the terminus of said centerline.

A. Purpose and Restricted Uses. Both parties agree that said driveway is to be used for ingress and egress through each of the respective parcels for maintenance access to existing drainfields. No parcel owner shall hinder or block said driveway and shall keep said driveway clear at all times. Both parties agree to share equally in the maintenance and upkeep of said driveway.

Easement Area. Binding Effect. The rights and obligations of the parties shall inure to the benefit of and be binding upon their respective heirs, successors and assigns. 5. General. This agreement may be modified only in writing signed by the parties. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof. Effective Date. This Agreement shall be effective as of the date executed by Grantor and Grantee. Doug Hanson SKAGIT COUNTY WASHINGTON REAL ESTATISMAN STAX 8-08 ZAR 1 8 204 GRANTEE David Medina 3/18/08 Date: IN WITNESS WHEREOF we hereunto set our hands and seals on the day and year first above written. (SEAL) (SEAL) (SEAL) STATE OF WASHINGTON COUNTY OF KING ) S.S. 2008, personally appeared before me On this day of to me known to be the individual 5 described in and who executed the within instrument and acknowledged that IHEY signed and sealed the same as IHEW2 free and voluntary act and deed for the uses and purposes therein mentioned. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written. THELMA M. CREWS NOTARY PUBLIC in and for the State Washington NOTARY PUBLIC STATE OF WASHINGTOR siding at COMMISSION EXPIRES JANDARY 29, 2009 My Appt Expires

described in this Agreement. The Grantee shall hold the Grantor harmless for any liability in the use of said

200803180084 Skagit County Auditor

3/18/2008 Page

2 of

2 1:04PM