



200803240098
Skagit County Auditor

3/24/2008 Page 1 of 2 10:37AM

AFTER RECORDING RETURN TO

Replace AF# 200803180084

COMMON DRIVEWAY AND UTILITY EASEMENT

THIS COMMON DRIVEWAY AND UTILITY EASEMENT AGREEMENT (this "Agreement") is made and entered into this 19 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.

P 66595
P 66729

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:

1. Common Driveway Easement

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.

2. Successors and Assigns. The terms and conditions of this Easement Agreement shall run with the land and shall inure to the benefit of, and be binding upon, the successors and assigns, personal representatives, and heirs of the parties herein, including all subsequent owners of Parcels A and B.
3. Attorney's Fees. In the event of litigation between the parties hereto, declaratory or otherwise, in connection with or arising out of this Agreement, the non-prevailing party shall pay the costs thereof and attorneys' fees actually incurred by the prevailing party, which shall be determined and fixed by the court as part of the judgment. Such fees and costs shall include fees and costs of appeal.
4. Enforcement. The terms of the easements granted hereunder may be enforced by specific enforcement or injunction by a court of competent jurisdiction in Skagit County, Washington.

Executed this 19th day of March, 2008.

SKAGIT COUNTY WASHINGTON
REAL ESTATE TAX

GRANTOR/GRANTEE:

Doug Hanson

Capree Hanson

GRANTOR/GRANTEE:

David Medina

IN WITNESS WHEREOF we hereunto set our hands and seals on the day and year first above written.

(SEAL)

(SEAL)

(SEAL)

(SEAL)

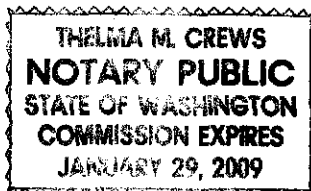
STATE OF WASHINGTON)
COUNTY OF KING) S.S.

On this day of MARCH 19th 2008, personally appeared before me

DOUGLAS R. HANSEN, CAPREE K. HANSEN AND DAVID MEDINA

to me known to be the individuals described in and who executed the within instrument and acknowledged
that ~~he~~ ^{they} signed and sealed the same as ~~his~~ ^{their} 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.



NOTARY PUBLIC in and for the State Washington

Residing at

My Appt Expires

1/29/09



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Skagit County Auditor