

AFTER RECORDING RETURN TO:

Luigi Colombo
26 Austin Creek Ln
333 Sudden Vly
Bellingham, WA 98229-4808



200809230062
Skagit County Auditor

9/23/2008 Page 1 of 23 3:33PM



200809120078
Skagit County Auditor

9/12/2008 Page 1 of 23 1:52PM

*Re-record to correct recording order

LAND TITLE OF SKAGIT COUNTY

130738-S

EASEMENT AND JOINT MAINTENANCE AGREEMENT

Grantor: Thomas and Lynn Lambert, a married couple, and their successors in interest, and Daniel and Linda Parks, a married couple, and their successors in interest

Grantee: Brigitte and David Murray, a married couple, and their successors in interest

Legal Description: Legal Descriptions on Exhibits A, B, C, D, E, F(1), F(2), F(3), F(4), & G.

Assessor's Tax Parcel ID#: P113256 (lot 1), P50458 (Lot 2), P113257 (Lot 3).
See also Assessor's map in Exhibit G, attached hereto.

Abbreviated legal: Ptn SW 1/4 of NE 1/4, 32-36-4 E W.M. Aka Lot 1, 2 & 3, SP 93-025

This Easement and Joint Maintenance Agreement (hereinafter "Declaration") is made this 4th day of Sept, 2008, among and between David and Brigitte Murray, a married couple, and Thomas and Lynn Lambert, a married couple, and Daniel and Linda Parks, a married couple, all collectively termed the "Parties".

RECITALS

- A. Daniel and Linda Parks, a married couple, own property located in Skagit County, Washington, legally described in Exhibit A and B, attached hereto (hereinafter "Lot 1");
- B. Brigitte and David Murray, a married couple, own property located in Skagit County, Washington, legally described in Exhibit A and C, attached hereto (hereinafter "Lot 2");
- C. Thomas and Lynn Lambert, a married couple, own property located in Skagit County, Washington, legally described in Exhibit A and D, attached hereto (hereinafter "Lot 3");
- D. Other terms used in this Declaration: Any current or future owner of Lots 1, 2, and 3 is hereinafter termed an "Owner" or "Owners." The term "Parties" is meant to include any

EASEMENT AND JOINT MAINTENANCE AGREEMENT

current Owners and their successors in interest. The term "Lot" is meant to include current Lots affected by this Declaration and any future subdivisions of those Lots.

- E. The three neighboring properties, Lots 1, 2, and 3, were originally part of a single property that was subdivided in 1998, as shown and memorialized in Exhibit A attached hereto.
- F. Access to Park Ridge Pl, including ingress and egress, for the houses and buildings on Lots 2 and 3 has always been provided by a roadway (hereinafter "Access Road") that runs through Lots 1, 2, and 3. The Owners of Lot 2 have been continuously using the Access Road from the time it originally was built. The Access Road was originally built to serve the residence on Lot 2, prior to the subdivision. After the subdivision, the Owners of Lots 2 and 3 have been sharing the Access Road to access their respective residences.
- G. There is currently a recorded joint Driveway Maintenance Agreement for this Access Road between the Owners of Lots 2 and 3 that needs to be renewed or modified upon sale of either of the properties, attached hereto as Exhibit E.
- H. At the time of the survey of Lots 1, 2, and 3 for the subdivision into the current Short Plats, in 1997, a survey was made of the Access Road, legally described in Exhibit F(1), F(2), F(3), and F(4), attached hereto.
- I. The Owners of Lots 1, 2 and 3 agree to enter into a legal agreement to memorialize the continued use of the Access Road by the Owners of Lot 2 and their successors in interest.
- J. This Declaration and agreement is intended to memorialize and create a non-exclusive easement for the continued and perpetual ingress, egress, and access to Lot 2 by means of the Access Road, for the benefit of the Owners of Lot 2 and their successors in interest, as further described in this Declaration, to run with the land.
- K. This Declaration is also meant to memorialize a new Maintenance Agreement for the Access Road for the benefit and burden of the Owners of Lots 2 and 3 and their successors in interest as further explained in this Declaration.
- L. The purpose of this Declaration is to supplement and not to replace any other existing easements.
- M. The parties have obtained adequate consideration for the bargained and agreed upon benefits and burdens found in this Declaration.

NOW THEREFORE:

- 1. **Memorializing Existing use of the Access Road by the Owners of Lot 2 and Granting a Non-Exclusive Easement for the Continued Use of the Access Road by the Owners of Lot 2.**
 - a. The Parties hereby agree that access to Park Ridge Pl, including ingress and egress, for the houses and buildings on Lots 2 and 3 has always been provided by a roadway, the Access Road, that runs through Lots 1, 2, and 3. The Owners of Lot 2 have been continuously using the Access Road from the time it originally was built. The Access Road was originally built to serve the residence on Lot 2, prior to the subdivision. After the subdivision, the Owners of Lots 2 and 3 have been sharing the Access Road to access their respective residences. A legal description of the Access Road as surveyed in 1997 is attached hereto as Exhibit F(1), F(2), F(3), and F(4).
 - b. The Parties grant and declare for the benefit of the Owners of Lot 2, without any warranty whatsoever, a perpetual, non-exclusive easement and right-of-way (hereinafter "Access Road



Supporting Easement") over, across, and upon the properties legally described and depicted in Exhibit A, B, C, D, F(1), F(2), F(3), and F(4), attached hereto and incorporated (hereinafter "Access Road Easement Area").

c. The purpose of the Access Road Supporting Easement is to ensure continued vehicular, pedestrian, and equestrian ingress, egress, and access to Lot 2 from and to Park Ridge Place in Skagit County, Washington. This includes access by construction and maintenance vehicles used for the improvement of Lots 2 and 3 or improvement of the Access Road.

d. The Access Road Supporting Easement will run with the land and affect current and future Owners.

2. New Joint Maintenance Agreement for the Access Road.

a. It is in the joint interest of the Owners of Lots 2 and 3 (hereinafter "Access Road Users") to maintain the shared portion of the Access Road in safe and satisfactory conditions to guarantee continued and safe access to their respective Lots.

b. The Owners of Lots 2 and 3 agree to enter this Joint Maintenance Agreement for their reciprocal benefit and burden.

c. This Joint Maintenance Agreement replaces the Maintenance Agreement entered on September 2, 2004, and attached hereto as Exhibit E.

d. This Joint Maintenance Agreement is intended to be binding upon current and future Owners of Lots 2 and 3.

e. The current Owners of Lots 2 and 3 agree that they will inform any prospective buyers of the existence of this Declaration. Prospective buyers will have to acknowledge in writing that they have read and understood this Declaration, with its covenants and agreements. Prospective buyers will have the choice to agree to this Joint Maintenance Agreement in its present form, or ask that it be modified. Any modification of the Joint Maintenance Agreement shall be in writing and shall be subject to the written approval of all affected Owners. Current Owners agree to be liable for damages resulting from their failure to inform prospective buyers of the existence of this Declaration, or failure to secure a new Joint Maintenance Agreement.

f. Maintenance of the Access Road: The Owners of Lot 2 and 3, including future owners of those Lots or of subdivisions thereof directly using the Access Road, *shall* equally share the cost and expense of maintaining the shared portion of the Access Road and Access Road Easement Area from this day forward. Such maintenance shall include, without limitation, removal of snow and ice, general maintenance, grading, compacting gravel, importing of gravel to smooth the surface, maintenance of culverts, paving and other improvements.

g. Improvements of the Access Road Easement Area: Any of the Access Road Users *may* improve and *may* maintain the Access Road for ingress, egress and access purposes. The improvements to the Access Road Easement Area shall be subject to such standards and requirements as may be imposed by the governmental agencies with jurisdiction over the Lots.

h. The Owners of Lots 2 and 3 shall not be responsible for shared maintenance of those portions of the roadway beyond the Access Road Easement Area, that are not included in the legal description in Exhibit F(1), F(2), F(3), and F(4), hereto attached.

i. Notwithstanding all of the above, the Owners of Lot 2 and 3 will be solely responsible for the cost and expense of repairing the Access Road and Access Road Easement Area when damage to the Access Road or Access Road Easement beyond ordinary wear and tear is caused by traffic for the construction of improvements on either property.

EASEMENT AND JOINT MAINTENANCE AGREEMENT



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Skagit County Auditor

3. Compliance with Laws.

- a. The Parties shall at all times comply with all applicable governmental laws, codes, or requirements which apply to the Access Road Supporting Easement.

4. Remedies and Enforcement

- a. Self-Help Remedies: In the event any Owner fails to maintain the Access Road and Access Road Supporting Easement in the manner required by this Joint Maintenance Agreement and such failure continues for a period of thirty (30) days following written notice of such failure from any other Owner (or such further reasonable time if the failure cannot reasonably be cured within the thirty-day period and the Property Owner promptly commences and diligently prosecutes such cure to completion), the affected Owner shall have the right to repair and maintain the Access Road and Access Road Easement Area. The Owner that failed to maintain the Access Road and Access Road Easement Area shall reimburse the repairing Owner for its share of the costs and expenses reasonably incurred by the repairing Owner within thirty (30) days after receiving written notice of the costs so incurred by the repairing Owner. Amounts not paid when due shall bear interest at the rate of twelve percent (12%) per annum from the date due until paid. Notwithstanding the foregoing, if the maintenance required is of an emergency nature, no notice shall be required, provided that there is an eminent threat of injury to person or property. Any Owner may immediately proceed to cure a failure in order to prevent imminent injury to person or property.

5. Dispute Resolution

- a. If any dispute arises concerning the interpretation or enforcement of the provisions of this Declaration, it is the Parties' intent that this Declaration be interpreted and enforced in a manner that is calculated to preserve the rights and interests of each of the Parties and Owners in their respective properties, without disproportionately impairing the use value of the Properties. Towards this end, except as set forth elsewhere in this Declaration, (i) any dispute arising under this Declaration (hereinafter "Dispute") shall first be submitted to mediation pursuant to the provisions of Paragraph 5(b), below, (ii) if no settlement of this Dispute is reached pursuant to that procedure, then such Dispute shall be resolved by arbitration pursuant to Paragraph 5(c), below.

- b. Mediation. If any Dispute arises under this Declaration, settlement of such Dispute shall be negotiated with the assistance of an attorney conducting business in Skagit or Whatcom County, Washington, whose identity is agreed upon by the Owners in Dispute. The cost of mediation shall be borne equally by the parties involved in the Dispute if the parties can agree to the identity of the mediator. If the parties are unable to agree upon the identity of a mediator, then each Owner may choose a mediator at his or her sole expense. Mediation pursuant to this Paragraph 5(b) may be initiated by either party at any time, but, except as provided in Paragraph 5(d), no arbitration or legal action shall be commenced under or pursuant to this Declaration until at least one mediation session among the parties and the mediator selected pursuant to this Paragraph 5(b) has occurred.

- c. Arbitration. If the parties have been unsuccessful in settling a Dispute pursuant to the mediation procedure described in Paragraph 5(b), then such Dispute shall be resolved by binding arbitration. At any time following the date upon which an unsuccessful mediation meeting has occurred, and provided that no follow-up mediation session has been scheduled, any party to the Dispute may resubmit the same to binding arbitration in Skagit County, Washington, in accordance with the rules of a private arbitration service in that county that will ensure that both parties have a choice in the selection of the arbitrator. Judgment on the award of the arbitrator may be entered in the court in Skagit County, Washington, having jurisdiction over these matters.



d. Injunctive Relief. Nothing herein shall prevent a party from commencing an action in a court of competent jurisdiction to seek injunctive relief or provisional process, provided, however, all other claims for relief *shall* be determined by mediation and or arbitration as provided above.

6. **Binding Effects**

a. The covenants contained in this Declaration are intended to run with the land of all parcels affected and shall be binding upon and inure to the benefit of the respective property Owners and their respective successors in interest.

7. **Estoppel Certificates**

a. Any property Owner shall, from time to time, upon written request from any other Owner, execute, acknowledge, and deliver to the requesting Owner or its designee, a written statement stating the following: that the easements provided for in this Declaration are in full force and effect and have not been supplemented or amended in any way (or specifying the date and terms of the agreement supplementing or amending this Declaration), that this Declaration represents the entire agreement between the parties as to the easements established herein, that this Declaration represents the entire agreement between the parties as to the joint maintenance obligations established herein (or specifying the date and terms of any agreements supplementing or modifying the joint maintenance obligations established herein), that all conditions under this Declaration to be performed by the fee Owner have been satisfied, including, but without limitation, all maintenance and repair obligations; and that on this date there are no existing claims or defenses against the Lots, as applicable. It is intended that any such statement delivered pursuant to this paragraph may be relied upon by a prospective purchaser of a Lot or holder of any mortgage upon a Lot. If any Owner shall fail to respond within (10) days of receipt of a written request by the other Owner as herein provided, the Owner to whom the request was made shall have been deemed to have given such certificate as above provided without modification.

8. **Other Provisions**

a. Notices. Notices to Owners that are required to be in writing under this Declaration shall be mailed to the residence of the Owners or to the address on file with the Skagit County Assessor, Washington. There is a rebuttable presumption that notices mailed are effective upon the third day following deposit thereof in the United States mails. Notices shall be mailed by certified or registered mail, with return receipt or other proof of delivery requested.

b. Amendment. This Declaration shall not be modified, amended or terminated without the prior written approval of all of the then Owners of the properties that are benefited and burdened by the provisions of any amendment hereto.

c. Legal Advice and Drafting of Declaration. All Parties were advised to seek legal counsel or make changes to this declaration and had an opportunity to do so prior to signing this Declaration.

d. Waiver. No waiver of any other provision of this Declaration shall be effective unless the waiver is in writing, signed by the person or entity against whom it is asserted and any such written waiver shall only be applicable in the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

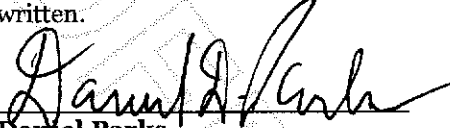
e. Severability. If any one or more of the provisions contained in this Declaration shall be for any reason held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unforeseeability shall not affect any other provision, and this Declaration shall be construed as if such invalid, illegal or unenforceable provision had never been contained in this Declaration.




f. Applicable Law. This Declaration shall be governed by and construed in accordance with the law of the State of Washington, excluding any conflict of laws provision.

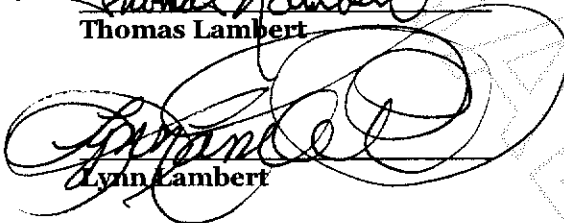
g. Counterparts. This Declaration may be signed in counterparts.

IN WITNESS WHEREOF, this Declaration has been executed the day and year first above written.



Daniel Parks


Linda Parks


Thomas Lambert



Lynn Lambert


Brigitte Murray


David Murray

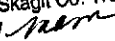
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

SEP 12 2008

Amount Paid \$
Skagit Co. Treasurer
By 

Easement
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

SEP 23 2008

Amount Paid \$
Skagit Co. Treasurer
By  Deputy



STATE OF WASHINGTON)
)
COUNTY OF SKAGIT)

On this 4 day of SEPT., 2008, personally appeared before me **Daniel Parks**, to me known to be the individual that executed the within and foregoing instrument and acknowledged said instrument to be his free and voluntary act for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written.



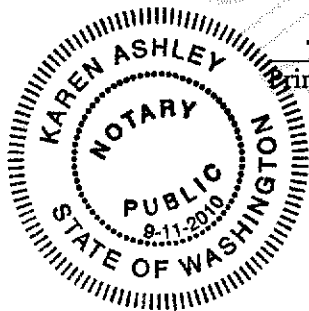
Karen Ashley
Printed Name: KAREN ASHLEY
Notary Public, in and for the State of WASHINGTON
Residing at: SEDRO-WOOLLEY
My Commission Expires 9/11/2010



STATE OF WASHINGTON)
)
COUNTY OF SKAGIT)

On this 4 day of SEPT., 2008, personally appeared before me **Linda Parks**, to me known to be the individual that executed the within and foregoing instrument and acknowledged said instrument to be her free and voluntary act for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written.



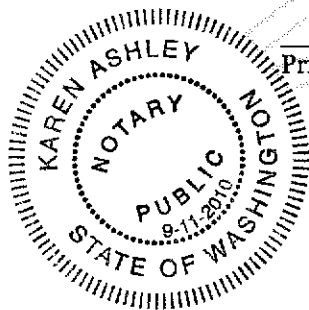
Karen Ashley
Printed Name: KAREN ASHLEY
Notary Public, in and for the State of WASHINGTON
Residing at: SEDRO-WOOLLEY
My Commission Expires 9/11/2010



STATE OF WASHINGTON)
)
COUNTY OF SKAGIT)

On this 4 day of SEPT, 2008, personally appeared before me **Thomas Lambert**, to me known to be the individual that executed the within and foregoing instrument and acknowledged said instrument to be his free and voluntary act for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written.



Karen Ashley
Printed Name: KAREN ASHLEY
Notary Public, in and for the State of WASHINGTON
Residing at: SEDRO-WOOLLEY
My Commission Expires 9/11/2010

EASEMENT AND JOINT MAINTENANCE AGREEMENT



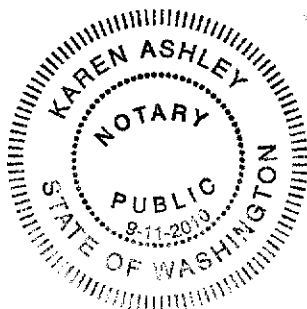
200809230062
Skagit County Auditor

9/23/2008 Page 9 of 23 3:33PM
9/12/2008

STATE OF WASHINGTON)
)
COUNTY OF SKAGIT)

On this 4 day of SEPT., 2008, personally appeared before me **Lynn Lambert**, to me known to be the individual that executed the within and foregoing instrument and acknowledged said instrument to be her free and voluntary act for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written.



Karen Ashley
Printed Name: KAREN ASHLEY
Notary Public, in and for the State of WASHINGTON
Residing at: SEDRO-WOOLLEY
My Commission Expires 9/11/2010

EASEMENT AND JOINT MAINTENANCE AGREEMENT



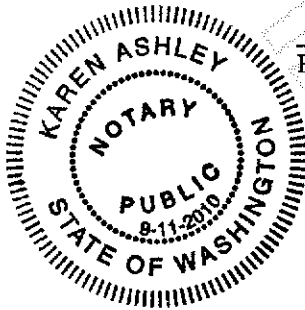
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Skagit County Auditor

STATE OF Washington)
)
COUNTY OF Skagit)

On this 10 day of Sept., 2008, personally appeared before me **David Murray**, to me known to be the individual that executed the within and foregoing instrument and acknowledged said instrument to be his free and voluntary act for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written.



Karen Ashley
Printed Name: Karen Ashley
Notary Public, in and for the State of Washington
Residing at: Sedro-Woolley
My Commission Expires 9/11/2010

EASEMENT AND JOINT MAINTENANCE AGREEMENT

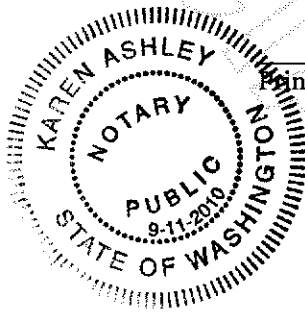


200809230062
Skagit County Auditor

STATE OF Washington)
)
COUNTY OF Skagit)

On this 10 day of Sept., 2008, personally appeared before me **Brigitte Murray**, to me known to be the individual that executed the within and foregoing instrument and acknowledged said instrument to be her free and voluntary act for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written.



Karen Ashley

Printed Name: Karen Ashley
Notary Public, in and for the State of Washington
Residing at: Sedro-Woolley
My Commission Expires 9/11/2010

EASEMENT AND JOINT MAINTENANCE AGREEMENT



200809230062

Skagit County Auditor

9/23/2008 Page 12 of 23 3:33PM

9/12/2008

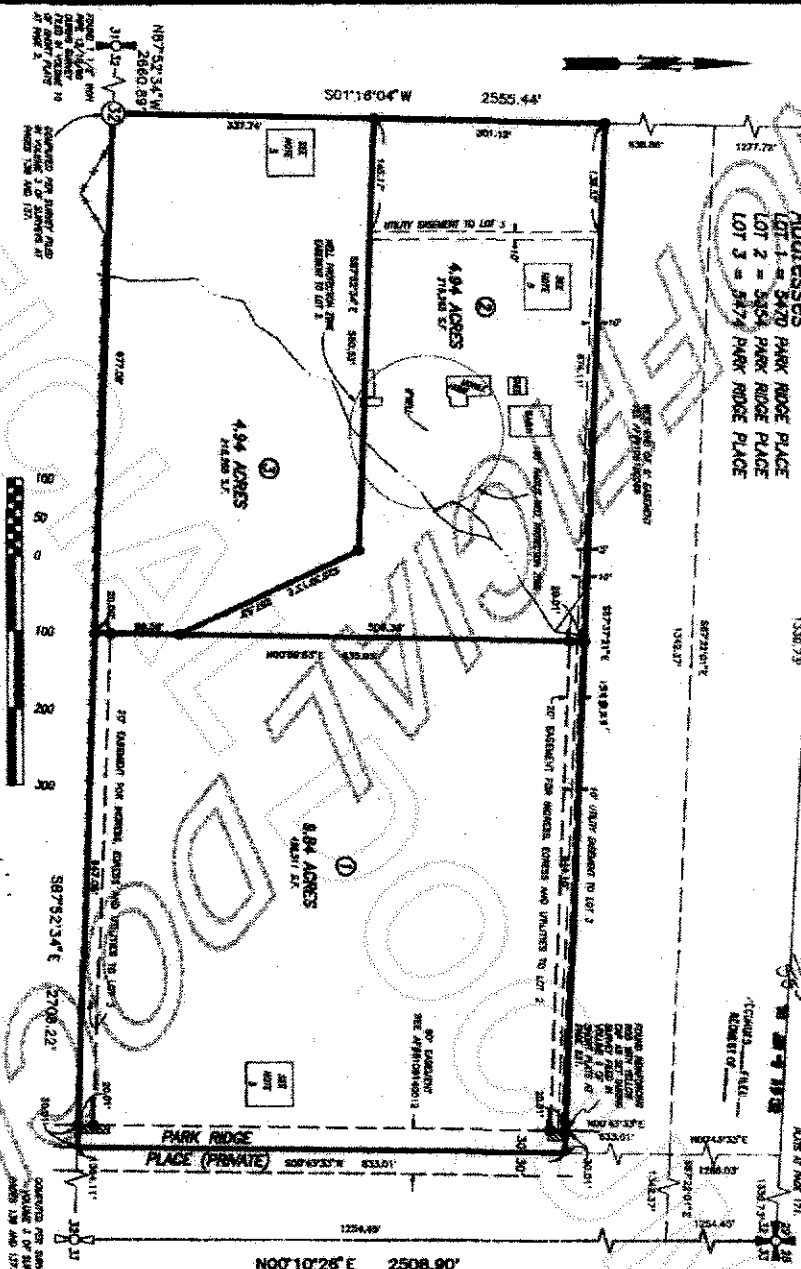
EXHIBIT A

Survey of the SW1/4 of the NE1/4 of Section 32, Twp. 36 N., Rng. 4 E., W.M.

Short Plat No. 93-025

4806050037

Addresses
LOT 1 - 3470 PARK RIDGE PLACE
LOT 2 - 5834 PARK RIDGE PLACE
LOT 3 - 5874 PARK RIDGE PLACE



Notes

1. ALL LOTS AND AREAS OF ADJACENT LANDS SHALL BE SHOWN IN ALL CORNERS AND BOUNDARIES.
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17. ALL LOTS AND AREAS OF ADJACENT LANDS SHALL BE SHOWN IN ALL CORNERS AND BOUNDARIES.
18. ALL LOTS AND AREAS OF ADJACENT LANDS SHALL BE SHOWN IN ALL CORNERS AND BOUNDARIES.
19. ALL LOTS AND AREAS OF ADJACENT LANDS SHALL BE SHOWN IN ALL CORNERS AND BOUNDARIES.
20. ALL LOTS AND AREAS OF ADJACENT LANDS SHALL BE SHOWN IN ALL CORNERS AND BOUNDARIES.



Consent

I, the undersigned, do hereby consent to the above described survey and the same being recorded in the public records of this county.

[Signature]
Dan Parks

[Signature]
Dan Parks

[Signature]
Dan Parks

Acknowledgements

I, the undersigned, do hereby acknowledge the above described survey and the same being recorded in the public records of this county.

[Signature]
Dan Parks

[Signature]
Dan Parks

[Signature]
Dan Parks

Certificate

I, the undersigned, do hereby certify that the above described survey and the same being recorded in the public records of this county.

[Signature]
Dan Parks

[Signature]
Dan Parks

[Signature]
Dan Parks

Legal Description

The above described survey and the same being recorded in the public records of this county.

[Signature]
Dan Parks

[Signature]
Dan Parks

[Signature]
Dan Parks

Vicinity Sketch

A sketch showing the location of the above described survey and the same being recorded in the public records of this county.

[Signature]
Dan Parks

[Signature]
Dan Parks

[Signature]
Dan Parks

Surveyor's Certificate

This map correctly represents a survey made by me or under my direction in conformity with the Surveying Act in March 1907 of the request.

[Signature]
Dan Parks

[Signature]
Dan Parks

[Signature]
Dan Parks

Auditor's Certificate

I, the undersigned, do hereby certify that the above described survey and the same being recorded in the public records of this county.

[Signature]
Dan Parks

[Signature]
Dan Parks

[Signature]
Dan Parks

Skagit Surveyors & Engineers, LLC
905 Westcott St., Sedro-Wholey, WA 98284 Phone: (360) 855-2121 FAX: (360) 855-1858



Legal Description
The above described survey and the same being recorded in the public records of this county.

200809230062
Skagit County Auditor

EXHIBIT B

DESCRIPTION:

Lot 1 of Short Plat No. 93-025, approved June 4, 1998, recorded June 5, 1998, in Volume 13 of Short Plats, page 132, as Auditor's File No. 9806050037, records of Skagit County, Washington, and being a portion of the South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 32, Township 36 North, Range 4 East, W.M.

Situate in the County of Skagit, State of Washington



200809230062
Skagit County Auditor

EXHIBIT C

DESCRIPTION:

Lot 2 of Short Plat No. 93-025, approved June 4, 1998, recorded June 5, 1998, in Volume 13 of Short Plats, page 132, as Auditor's File No. 9806050037, records of Skagit County, Washington, and being a portion of the South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 32, Township 36 North, Range 4 East, W.M.

TOGETHER WITH a non-exclusive easement for ingress, egress, and utilities, over and across the North 20 feet of Lot 1 as shown on the face of the Short Plat.

Situate in the County of Skagit, State of Washington



200809230062
Skagit County Auditor

EXHIBIT D

DESCRIPTION:

Lot 3 of Short Plat No. 93-025, approved June 4, 1998, recorded June 5, 1998, in Volume 13 of Short Plats, page 132, as Auditor's File No. 9806050037, records of Skagit County, Washington, and being a portion of the South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 32, Township 36 North, Range 4 East, W.M.

TOGETHER WITH a non-exclusive easement for ingress, egress, and utilities, over and across the South 20 feet of Lot 1 as shown on the face of the Short Plat.

Situate in the County of Skagit, State of Washington



200809230062
Skagit County Auditor

EXHIBIT E

WHEN RECORDED RETURN TO:

Chicago Title Company
P.O. Box 670
Burlington, WA 98233



200409030139

Skagit County Auditor

9/3/2004 Page 1 of 2 3:48PM

Chicago Title Insurance Company

425 Commercial Street - Mount Vernon, Washington 98273

IC32205/BE9345

DOCUMENT TITLE(s)

1. DRIVEWAY MAINTENANCE AGREEMENT

REFERENCE NUMBER(s) OF DOCUMENTS ASSIGNED OR RELEASED:

☐ Additional numbers on page _____ of the document

GRANTOR(s):

1. CASEY, BRIDGETT

☐ Additional names on page _____ of the document

GRANTEE(s):

1. LAMBERT, THOMAS
2. LAMBERT, LYNN

☐ Additional names on page _____ of the document

ABBREVIATED LEGAL DESCRIPTION:

Lots 2 & 3, SKAGIT COUNTY SHORT PLAT NO. 93-025, according to the plat thereof recorded June 5, 1998, under Auditor's File No. 9806050057, records of Skagit County, Washington. Being a portion of Tract 5, Survey AF#8109140019, in the South half of the Southwest Quarter of the Northeast Quarter, in Section 32, Township 36 North, Range 4 East of the Willamette Meridian.

☐ Complete legal description is on page _____ of the document

ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBER(s):

P50458 (lot 2) & P113257 (lot 3)

☐ (sign only if applicable) I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

Signature _____

This cover sheet is for the County Recorder's indexing purposes only.
The Recorder will rely on the information provided on the form and will not read the document to verify the accuracy or completeness of the indexing information provided herein.



200809230062

Skagit County Auditor

EXHIBIT E

September 1, 2004

Driveway Maintenance Agreement

The Following is intended as a Written Agreement for Maintaining the Driveway used to Access the Homes at the following two addresses:

- 1). 5354 Park Ridge Place, Sedro-Woolley WA 98284.
Owned by Bridgett Casey (Single Woman)
- 2). 5474 Park Ridge Place, Sedro-Woolley WA 98284.
Owned by Thomas and Lynn Lambert (Husband and Wife)

Road maintenance shall consist of Periodically (and especially after every severe rainstorm) inspecting the roadway for potholes or ruts. If identified, potholes and/or ruts shall be repaired as necessary to provide a smooth road surface.

Vegetation shall be removed from shoulders as needed to maintain full width of roadway. Grass common to the full width of the 20' Ingress/Egress Easement Shall be maintained free of debris and kept mowed.

In Case of Sale of Either Home Accessed by this Driveway, the Seller(s) will ensure that the purchaser(s) enter into a new written Driveway Maintenance Agreement with All Parties Concerned.

Bridgett Casey 9-1-04
Bridgett Casey Date

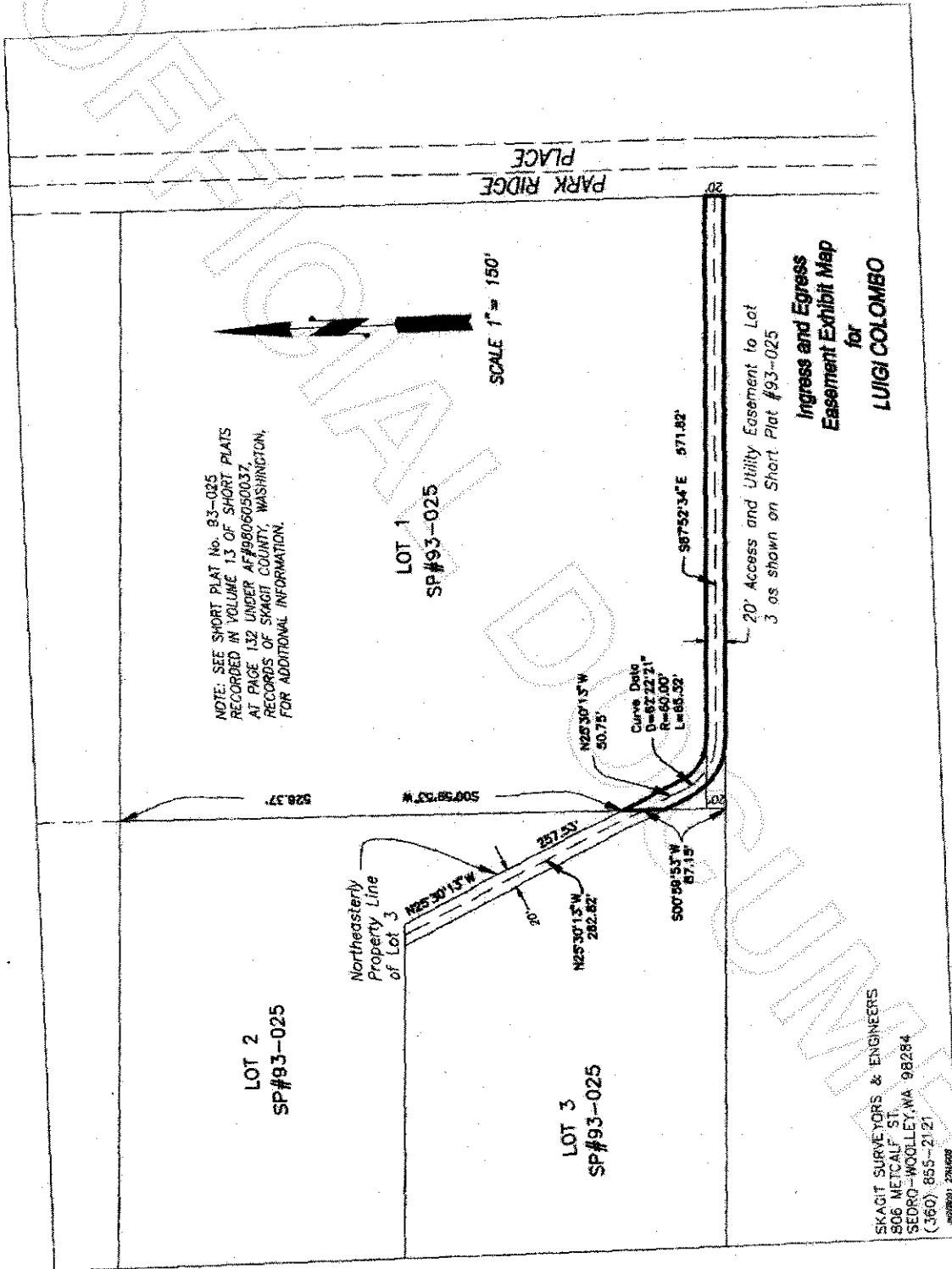
Thomas Lambert 9-2-04
Thomas Lambert Date

Lynn Lambert 9-2-04
Lynn Lambert Date



200809230062
Skagit County Auditor

EXHIBIT F(1)



200809230062
Skagit County Auditor

EXHIBIT F(2)

LEGAL DESCRIPTION
OF
EASEMENT ACROSS LOT 1 of SP#93-025

August 28, 2008

A twenty (20) foot wide non-exclusive easement for ingress and egress over, under and through Lot 1 of Short Plat #93-025 filed under AF#9806050037 records of Skagit County, Washington, the centerline of which is described as follows:

Beginning at a point on the west line of said Lot 1 which lies N 00°59'53"E, a distance of 87.15 feet from the southwest corner thereof; thence S 25°30'13"E, a distance of 50.75 feet to the point of curvature of a curve concave to the northeast having a radius of 60.00 feet; thence southeasterly along said curve through a central angle of 62°22'21", and an arc distance of 65.32 feet to a point which is 10 feet northerly of, when measured at right angles, the south line of said Lot 1; thence S 87°52'34"E parallel with the south line of said Lot 1, a distance of 571.82 feet to the east line of said Lot 1 and the terminal point of this centerline description.

Containing 13,758 square feet.

Situate in Skagit County, Washington.



200809230062
Skagit County Auditor

UNOFFICIAL

EXHIBIT F(3)

NOTE: SEE SHORT PLAT No. 93-025
RECORDED IN VOLUME 13 OF SHORT PLATS
AT PAGE 132 UNDER AFR9806050037,
RECORDS OF SKAGIT COUNTY, WASHINGTON,
FOR ADDITIONAL INFORMATION.

LOT 2
SP#93-025

LOT 1
SP#93-025

LOT 3
SP#93-025

Northeasterly
Property Line
of Lot 3

526.37'

500°58'35"W

257.53'

20'

N25°30'13"W

282.82'

500°58'35"W

87.15'

Curve Data
D=57.22'±
R=40.00'
L=85.32'

N25°30'13"W

50.75'

57.92'±34"E

571.82'

20'

20' Access and Utility Easement to Lot
3 as shown on Short Plat #93-025

PARK RIDGE
PLACE

SCALE 1" = 150'

Ingress and Egress
Easement Exhibit Map
for
LUIGI COLOMBO

SURVEYORS & ENGINEERS
ETCALF, ST.
WOOLLEY, WA 98284
855-2121
279658

2900809230062

LOT 2
SP#93-025

LOT 1
SP#93-025

SCALE 1" = 150'

LOT 3
SP#93-025

20' Access and Utility Easement to Lot
3 as shown on Short Plat #93-025

**Ingress and Egress
Easement Exhibit Map
for
LUIGI COLOMBO**

SURVEYORS & ENGINEERS
ETCALF ST.
WOOLLEY, WA 98284
855-2121



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Skagit County Auditor

EXHIBIT F(4)

**LEGAL DESCRIPTION
OF
EASEMENT ACROSS LOT 3 OF SP#93-025**

August 28, 2008

A twenty (20) foot wide non-exclusive easement for ingress and egress over, under and through Lot 3 of Short Plat #93-025 as filed under AF#9806050037 records of Skagit County, Washington, the centerline of which is described as:

Beginning at a point on the east line of said Lot 3 which lies N 00°59'53"E, a distance of 87.15 feet from the southeast corner thereof; thence N 25°30'13"W parallel with and 10 feet southwesterly, when measured at right angles, with the northeasterly line of said Lot 3, a distance of 282.82 feet to a point on the north line of said Lot 3 and the terminal point of this centerline description.

Containing 5,656 square feet.

Situate in Skagit County, Washington.



200809230062

Skagit County Auditor

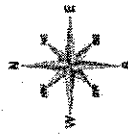
EXHIBIT G

**SKAGIT
COUNTY**

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36
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T 36 N R 04 E

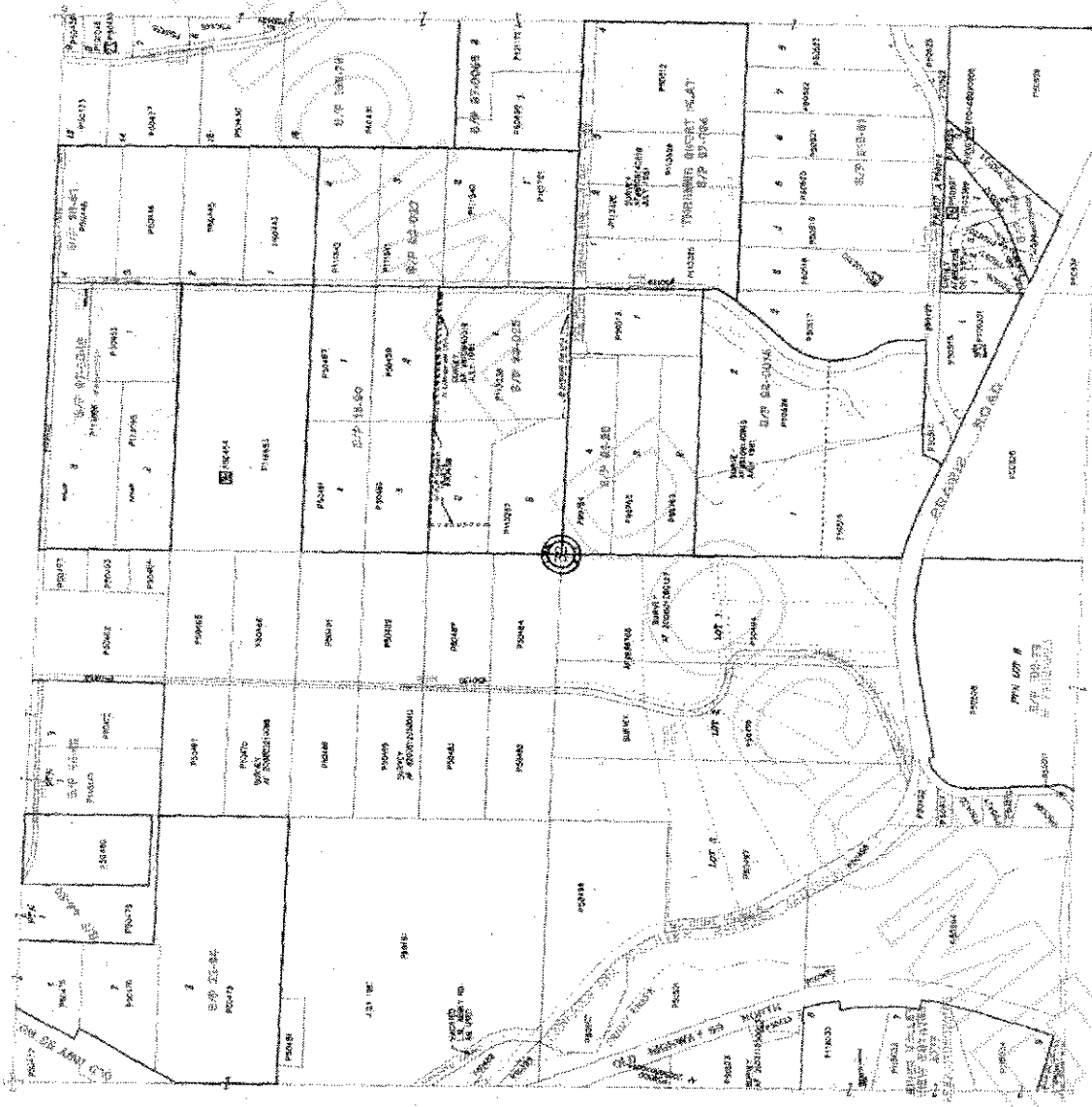
ATTENTION
THIS MAP SHOWS A SMALL SECTION
OF THE LANDS OWNED BY THE
UNITED STATES GOVERNMENT, THE
LANDS OF THE STATE OF WASHINGTON,
AND THE LANDS OF THE COUNTY OF
SKAGIT.



THIS MAP WAS MADE BY THE
SKAGIT COUNTY AUDITOR, AND
IS A TRUE AND CORRECT
REPRODUCTION OF THE
ORIGINAL MAP, AND IS
NOT TO BE USED FOR
ANY OTHER PURPOSE.
THE SKAGIT COUNTY
AUDITOR'S OFFICE IS
LOCATED AT 100 N. 1ST
ST., SKAGIT, WASH. 98291.

DATE	10/1/08
DRAWN BY	DAVID J. HAY
REVISED	9/23/08
PLOTTED	9/23/08
BY	DAVID J. HAY

Section 32
T 36 N R 04 E



200809230062
Skagit County Auditor