

AFTER RECORDING MAIL TO:
Law Office of Cole & Cole, P.C.
P. O. Box 249
Stanwood, WA 98292



201001110144
Skagit County Auditor

1/11/2010 Page 1 of 6 2:33PM

DECLARATION OF EASEMENT

REFERENCE NO.:
GRANTOR: GILLMAN, JAY and DAWN, husband and wife
GRANTEE: BARTH, JEROD and AMBER, husband and wife
LEGAL DESCRIPTION: Portion of Section 31, Township 35N, Range 2E
ASSESSOR'S TPN: P33282, P33354, P33355

THIS DECLARATION is made this 8 day of Jan, ~~2009~~²⁰¹⁰, by JAY and DAWN GILLMAN, husband and wife, and JEROD and AMBER BARTH, husband and wife:

WITNESSETH:

WHEREAS, JAY and DAWN GILLMAN ("the Gillmans") are the owners of a parcel of real property situated in the County of Skagit, State of Washington, which is more particularly described in Exhibit A ("the Gillman Property"); and

WHEREAS, the Gillmans and JEROD and AMBER BARTH ("the Barths") are the owners of an adjoining parcel of real property situated in the County of Skagit, State of Washington, which is more particularly described in Exhibit B ("the Gillman/Barth Property"); and

WHEREAS, the Barths are the owners of another adjoining parcel of real property situated in the County of Skagit, State of Washington, which is more particularly described in Exhibit C ("the Barth Property");

NOW, THEREFORE, for and in consideration of the mutual benefits to be derived therefrom and for no monetary consideration, the Gillmans, as Grantors, retaining all rights not herein granted, hereby grant, bargain, and convey to the Barths, as Grantees, an easement upon the following terms.

1. Easement: A non-exclusive easement appurtenant for ingress, egress and utilities as follows, over and across:

The North 60 feet of the following described real property: The North 38 feet of the South 1/2 of the Southwest 1/4 of the Northeast 1/4 and the South 62 feet of the North 1/2 of said Southwest 1/4 of Northeast 1/4 of Section 31, Township 35 North, Range 2 East of W.M.; EXCEPT the West 15 feet thereof conveyed to Skagit County for road purposes by deed Recorded November 4, 1932 under Auditor's File No. 253481, Records of Skagit County, Washington.

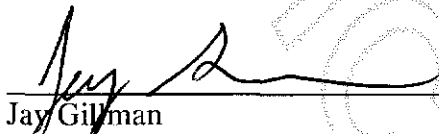
2. Maintenance: Except as otherwise specified herein, maintenance of the roadway will be shared equally by the Gillman, the Barth/Gillman and the Barth properties; PROVIDED, however, that if additional lots also have use of the easement, they also shall pay according to this agreement, and FURTHER PROVIDED, however, that the terms of maintenance designated herein shall be superseded by any separate, duly recorded Road Maintenance Agreement of date later than the date of this easement.


- a. Each parcel will be responsible for the repair of any extraordinary damage caused by that owner or its agents, contractors, guests, or others associated with that lot.
- b. The roadway will be maintained in a good condition with a minimum of potholes.
- c. The owners of the properties shall meet at least annually to decide upon maintenance issues and payment of the costs thereof.


- d. If one parcel owner desires major improvements to be made to the road, such as blacktopping, that owner may not compel the other owners to share the costs, but the other may not prevent the improvement if the first pays the entire cost thereof.
3. Use: Grantees' use of the easement shall be only for ingress, egress, and utilities, and not for parking, storage, etc. Absent written agreement, neither Grantors nor Grantees shall block or otherwise impede the free flow of traffic with gates, parked vehicles, or equipment, speed humps, fence, or in any other way. Each shall use the easement with neighborly consideration regarding noise, dust, or excessive speed.
4. General. This easement shall run with the land, and bind and inure to the benefit of the the parties, their successors and assigns.

Dated as indicated above.

Approved By:


Jay Gillman


Dawn Gillman

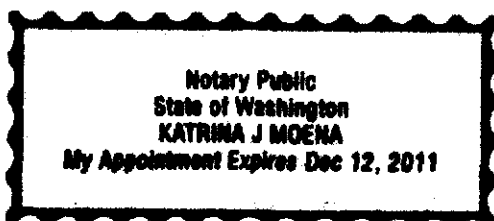

Jerod Barth

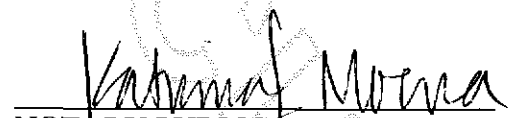

Amber Barth

STATE OF WASHINGTON)
) ss:
COUNTY OF SNOHOMISH)

On this day personally appeared before me JAY and DAWN GILLMAN, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 8th day of January, 2010




NOTARY PUBLIC in and for the
State of Washington
Residing at Stanwood
My appointment expires:



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Skagit County Auditor

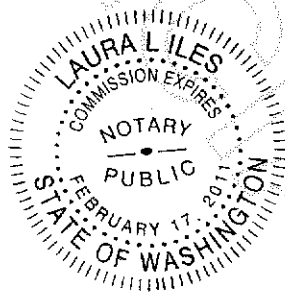
STATE OF WASHINGTON

COUNTY OF SKAGIT

On this day personally appeared before me Jerod and Amber Barth, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 11th day of January, 2010

This jurat attached to Declaration of Easement dated 1/8/10



Laura L. Iles
Laura L Iles

Notary in and for the
State of Washington
My commission expires 2/17/11

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

JAN 11 2010

Amount Paid \$
Skagit Co. Treasurer
By Deputy
if



201001110144
Skagit County Auditor

EXHIBIT A

The Gillman Property

Parcel No: P33282

XrefID: 350231-1-021-0005

Legal Desc.: THE WEST 160 FEET OF THE SOUTH 200 FEET OF THE NORTH 698 FEET OF GOVERNMENT LOT 5, SECTION 31, TOWNSHIP 35 NORTH, RANGE 2 EAST, W.M. TOGETHER WITH THE NORTH 60 FEET OF THE SOUTH 62 FEET OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 35 NORTH, RANGE 2 EAST, W.M. EXCEPT THE WEST 15 FEET FOR ROAD.



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EXHIBIT B

The Barth/Gillman Property

Parcel No: P33354

XrefID: 350231-1-012-0004

THE EAST 324.38 FEET OF THE NORTH HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 35 NORTH, RANGE 2 EAST, W.M.; TOGETHER WITH THE EAST 324.38 FEET OF THE SOUTH 2 FEET OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 31.



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EXHIBIT C

The Barth Property

Parcel No: P33355

XrefID: 350231-1-012-0103

Legal Desc.: THE NORTH HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 35 NORTH, RANGE 2 EAST, W.M.; TOGETHER WITH THE SOUTH 2 FEET OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 31. EXCEPT THE EAST 324.39 FEET THEREOF; AND EXCEPT THE SOUTH 60 FEET OF THE WEST 726 FEET THEREOF; AND EXCEPT THAT PORTION DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE NORTH 38 FEET OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 31; THENCE NORTH 89 DEGREES 58' EAST ALONG THE SOUTH LINE OF SAID NORTH 38 FEET, A DISTANCE OF 85.0 FEET; THENCE SOUTH, A DISTANCE OF 30.0 FEET; THENCE SOUTH 89 DEGREES 58' WEST, A DISTANCE OF 85.0 FEET; THENCE NORTH 30 FEET TO THE POINTS OF BEGINNING OF THIS DESCRIPTION; AND EXCEPT THE WEST 15 FEET FOR ROAD.



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