



201209130075
Skagit County Auditor

9/13/2012 Page 1 of 9 10:27AM

When recorded return to:

Michael A. Winslow
Attorney at Law
1204 Cleveland Avenue
Mount Vernon, Washington 98273

RECIPROCAL EASEMENT FOR ROADWAY AND UTILITIES

GRANTOR: Skagit County Fire Protection District No. 9

GRANTEE: Associated Investments, LLC, a Washington limited liability company

LEGAL DESCRIPTION (abbreviated):

Portion of the NW 1/4 of the SW 1/4 of Section 25, Township 34 N, Range 4 E W.M.,
and a portion of the SW 1/4 of the SW 1/4 of Section 25, Township 34 N, Range 4 E
W.M.

Additional Legal Description attached as *Exhibit A.*

**ASSESSOR'S PROPERTY TAX
PARCEL OR ACCOUNT NO.**

P27834; P67140

easement
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

SEP 13 2012

**REFERENCE #s OF DOCU-
MENTS ASSIGNED/RELEASED:**

None.

Amount Paid \$
Skagit Co. Treasurer
By *MF* Deputy

EASEMENT:

This agreement is made this 10th day of September, 2012 by and between the
Skagit County Fire Protection District No. 9 (hereinafter "Grantor") and Associated Investments, LLC
(hereinafter referred to as "Grantee") and collectively referred to herein as "The Parties".

A. Easement In Favor of Grantee. The Grantor hereby grants and conveys to the Grantees a non-
exclusive perpetual easement (the "easement") over, under, through, and across a portion of Grantor's
property described as Tract X, in Exhibit A, attached hereto and made a part hereof by this reference. The
easement granted hereunder is limited to residential access and home occupations permitted by law, until

such time as the easement converts to a County Road. The said easement is appurtenant to Grantees' property described in Exhibit B and shall be a covenant running with the land in perpetuity.

B. Easement In Favor of Grantor. The Grantee hereby grants and conveys to the Grantor a non-exclusive perpetual easement (the "easement") over, under, through, and across a portion of Grantee's property described as Tract Y, in Exhibit A, attached hereto and made a part hereof by this reference. The said easement is appurtenant to Grantor's property described in Exhibit C and shall be a covenant running with the land in perpetuity.

C. Scope of Easements. Each easement shall be for the purpose of ingress, egress, and underground utilities of all kinds as the Parties may determine are suitable for servicing each Party's property. A map showing the easement area, as set forth on Exhibit D, is provided to show the intent of the parties with respect to the location of the easement area.

D. Service Access. The Parties shall have the right to install and access service vaults for all utilities which the Parties may place within the easement area in order to access conduits and valves which may be required for the Parties' utilities. The Parties, further, shall have the right to install conduits within the easement areas in order to connect these service vaults to existing or future utility connections in West Big Lake Boulevard for the benefitted properties described in Exhibit B and C. Utility installation shall be coordinated between the parties if possible, however cost sharing for shared utility installation is outside the scope of this agreement. Utilities shall be designed and installed in accordance with applicable Skagit County Road standards, giving appropriate consideration to road location and maintenance and in view of future dedication of the easement areas as part of a County Road.

E. Unimpeded Access. The Parties shall have full and unimpeded access to their property across the roadway to be established within the easement area and no speed bump, gate, or other device shall be installed within the road area in order to limit access, unless the same shall be accomplished with the consent of the other Party.

F. Consideration. As part of the purchase by Grantor of property from the Grantee, all parties acknowledge that appropriate and adequate consideration has been exchanged between the parties for the grants provided for herein.

G. Cost of Construction and Maintenance. Except as provided in this section, each Party shall bear and promptly pay all costs and expenses of construction and maintenance of improvements installed by or upon the request of the said Party. To this end, no Party shall allow any lien to come against the property of the other for any purpose permitted under RCW 60.04 or similar replacement statute. Following initial construction of the road, any maintenance expense arising as a result of damage to road caused by one party's extra ordinary use or construction activities shall be borne by such party. Regular maintenance expenses shall be borne equally by the parties until transfer to the County takes place..

H. Compliance with Laws and Rules. Each Party shall at all times exercise their rights and responsibilities under this agreement in accordance with the requirements of (and as from time to time may be amended) all applicable statutes, orders, rules, and regulations of any public authority having jurisdiction over the subject property.



I. Work Standards. Upon completion of any construction permitted under this agreement, the Party initiating construction shall remove all debris and restore the surface of the road and property as nearly as possible to the condition in which it was at the commencement of such work, and shall replace any property corner monuments, survey references, or hubs that were disturbed or destroyed during construction.

J. Mutual Release and Indemnity. Each Party (or their successor in interest) does hereby agree to indemnify and promise to defend and save harmless the other and its successors in interest from and against any and all liability, loss, damage, expense, actions, and claims, including costs and reasonable attorney fees incurred by the other Party or its successors in interest in defense thereof, asserted or arising directly or indirectly on account of or out of acts or omissions of the Party, their servants, agents, employees, and contractors in the exercise of rights granted herein, including, but not limited to, claims and actions brought by employees of a Party, their agents or contractors.

K. Dedication as County Road. It is understood and agreed between the parties that the easement areas identified in this Agreement are intended to become a dedicated County road for access to the properties described in Exhibit B and C. To that end, the Parties agree to execute all documents necessary to performance of a dedication of the easement areas as a County road. Each Party grants to the other the right to dedicate the easement area as a County road in the stead of, and on behalf of, the other party. Upon such dedication and acceptance as a County road by Skagit County, then this Easement Agreement shall terminate, except to the extent that there remain any outstanding and unresolved claims in respect to reimbursements owed by either Party, pursuant to any of the provisions of this Agreement, or in respect to any provisions of the mutual release and indemnity set forth in Paragraph I herein.

L. Integration. This Agreement constitutes the entire understanding between the parties in respect to the subject matter herein and there are no other agreements, whether oral or written, which apply.

M. Attorney's Fees. The parties agree that any disputes in regard to any term of this Agreement or enforcement thereof will be resolved, first, by reasonable attempt at mediation and, failing that, by arbitration in accordance with the Mandatory Arbitration Rules applicable in Skagit County, together with General Rules for Mandatory Arbitration found in RCW 7.06. Venue for any action concerning this Agreement shall be in Skagit County, whether the action be personal or *in rem*. In the event of a dispute between the parties regarding the rights and responsibilities or obligations created by this Agreement, or in the event any action is taken to enforce any term of this Agreement, then the most prevailing party shall be paid their attorney's fees, expert witness fees, and costs of court (including costs of appeal or bankruptcy proceedings) by the least prevailing party.

Grantor: Skagit County Fire Protection District No. 9


By: Dew Shelton, Commissioner


By: Bruce Thomson, Commissioner

Grantees: Associated Investments, LLC


By: M. Clayton Ladum, Manager

Reciprocal Easement for Roadway and Utilities - page 3 of 4
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State of Washington)
)ss
County of Skagit)

I certify that I know or have satisfactory evidence that Dean Shelton is the person who appeared before me; that he acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged as a Commissioner of Skagit County Fire Protection District No. 9, to be the free and voluntary act of him for the uses and purposes contained in the instrument.

DATE: September 11, 2012



Piper Lee Eger
Piper Lee Eger, Notary Public
My commission expires: 8/19/14

State of Washington)
)ss
County of Skagit)

I certify that I know or have satisfactory evidence that Bruce Thomson is the person who appeared before me; that he acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged as a Commissioner of Skagit County Fire Protection District No. 9, to be the free and voluntary act of him for the uses and purposes contained in the instrument.

DATE: September 11, 2012



Piper Lee Eger
Piper Lee Eger, Notary Public
My commission expires: 8/19/14

State of Washington)
)ss
County of Skagit)

I certify that I know or have satisfactory evidence that M. Clayton Ladum is the person who appeared before me; that he acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged as the Manager of Associated Investments, LLC, to be the free and voluntary act of him for the uses and purposes contained in the instrument.

DATE: September 10, 2012



Piper Lee Eger
Piper Lee Eger, Notary Public
My commission expires: 8/19/14



Easement Description 1

A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER, ACROSS AND UNDER THE FOLLOWING DESCRIBED TRACT "X":

TRACT "X"

THAT PORTION OF THE NORTHWEST 1/4 OF SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 34 NORTH, RANGE 4 EAST W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SUBDIVISION; THENCE SOUTH 00°33'55" WEST ALONG THE EAST LINE OF SAID SUBDIVISION FOR A DISTANCE OF 659.57 FEET, THENCE SOUTH 00°33'55" WEST ALONG THE EAST LINE OF SAID SUBDIVISION FOR A DISTANCE OF 78.54 FEET; THENCE SOUTH 89°57'54" WEST FOR A DISTANCE OF 394.83 FEET; THENCE SOUTH 00°12'08" WEST FOR A DISTANCE OF 303.80 FEET; THENCE SOUTH 50°36'37" EAST FOR A DISTANCE OF 82.33 FEET; THENCE SOUTH FOR A DISTANCE OF 110.02 FEET; THENCE NORTH 89°58'49" EAST FOR A DISTANCE OF 142.66 FEET TO **THE POINT OF BEGINNING**; THENCE NORTH 89°58'49" EAST FOR A DISTANCE OF 70.54 FEET; THENCE SOUTH 31°44'12" EAST FOR A DISTANCE OF 129.24 FEET TO THE SOUTH LINE SAID SUBDIVISION; THENCE SOUTH 89°58'22" WEST ALONG THE SOUTH LINE OF SAID SUBDIVISION FOR A DISTANCE OF 70.54 FEET; THENCE NORTH 31°44'12" WEST FOR A DISTANCE OF 129.28 FEET TO **THE POINT OF BEGINNING**.

EXHIBIT **A**



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Easement Description 2

A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER, ACROSS AND UNDER THE FOLLOWING DESCRIBED TRACT "Y":

TRACT "Y"

THAT PORTION OF THE SOUTHWEST 1/4 OF SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 34 NORTH, RANGE 4 EAST W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SUBDIVISION; THENCE NORTH 89°58'22" EAST ALONG THE NORTH LINE OF SAID SUBDIVISION FOR A DISTANCE OF 1196.34 FEET TO THE MOST SOUTHWESTERLY CORNER OF SAID TRACT "Z", ALSO BEING **THE POINT OF BEGINNING**; THENCE SOUTH 31°44'12" EAST FOR A DISTANCE OF 32.12 FEET TO A NON-TANGENT CURVE (BEING THE NORTH LINE OF WEST BIG LAKE BOULEVARD RIGHT OF WAY) TO THE RIGHT FOLLOWING THE NORTH LINE OF WEST BIG LAKE BOULEVARD HAVING AN INITIAL TANGENT OF NORTH 62°39'16" EAST, ALSO CURVE BEARS SOUTH 27°20'44" EAST, A RADIUS OF 389.03 FEET, THROUGH A CENTRAL ANGLE OF 10°47'54" AN ARC DISTANCE OF 73.32 FEET; THENCE SOUTH 89°58'22" WEST ALONG THE NORTH LINE OF SAID SUBDIVISION FOR A DISTANCE OF 84.80 FEET TO **THE POINT OF BEGINNING**.



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(Retained by Associated Investments LLC)

Legal Description

THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25,
TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., EXCEPT THE NORTH 659.57 FEET
THEREOF, AND EXCEPT ROADS,

ALSO EXCEPT THE FOLLOWING DESCRIBED TRACT "Z":

TRACT "Z"

THAT PORTION OF THE NORTHWEST 1/4 OF SOUTHWEST 1/4 OF SECTION 25,
TOWNSHIP 34 NORTH, RANGE 4 EAST W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SAID SUBDIVISION; THENCE
SOUTH 00°33'55" WEST ALONG THE EAST LINE OF THE SAID SUBDIVISION FOR A
DISTANCE OF 659.57 FEET, THENCE SOUTH 00°33'55" WEST ALONG THE EAST LINE
OF THE SAID SUBDIVISION FOR A DISTANCE OF 78.54 FEET TO **THE POINT OF
BEGINNING;**

THENCE SOUTH 89°57'54" WEST FOR A DISTANCE OF 394.83 FEET;

THENCE SOUTH 00°12'08" WEST FOR A DISTANCE OF 303.80 FEET;

THENCE SOUTH 50°36'37" EAST FOR A DISTANCE OF 82.33 FEET;

THENCE SOUTH FOR A DISTANCE OF 110.02 FEET;

THENCE NORTH 89°58'49" EAST FOR A DISTANCE OF 142.66 FEET;

THENCE SOUTH 31°44'12" EAST FOR A DISTANCE OF 129.28 FEET TO THE SOUTH
LINE OF SAID SUBDIVISION;

THENCE NORTH 89°58'22" EAST FOR A DISTANCE OF 84.80 FEET, ALONG THE
SOUTH LINE SAID SUBDIVISION TO A NON-TANGENT CURVE (BEING THE NORTH
LINE OF WEST BIG LAKE BOULEVARD RIGHT OF WAY) TO THE RIGHT FOLLOWING
THE NORTH LINE OF WEST BIG LAKE BOULEVARD HAVING AN INITIAL TANGENT
OF NORTH 73°27'10" EAST, ALSO CURVE BEARS SOUTH 16°32'50" EAST, A RADIUS
OF 389.03 FEET, THROUGH A CENTRAL ANGLE OF 04°44'27" AN ARC DISTANCE OF
32.19 FEET TO THE EAST LINE OF SAID SUBDIVISION;

THENCE NORTH 00°33'55" EAST ALONG THE EAST LINE OF SAID SUBDIVISION FOR
A DISTANCE OF 568.31 FEET TO **THE POINT OF BEGINNING.**

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.



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EXHIBIT
B

Legal Description

TRACT "Z"

THAT PORTION OF THE NORTHWEST 1/4 OF SOUTHWEST 1/4 OF SECTION 25,
TOWNSHIP 34 NORTH, RANGE 4 EAST W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SAID SUBDIVISION; THENCE
SOUTH 00°33'55" WEST ALONG THE EAST LINE OF THE SAID SUBDIVISION FOR A
DISTANCE OF 659.57 FEET, THENCE SOUTH 00°33'55" WEST ALONG THE EAST LINE
OF THE SAID SUBDIVISION FOR A DISTANCE OF 78.54 FEET TO THE POINT OF
BEGINNING;

THENCE SOUTH 89°57'54" WEST FOR A DISTANCE OF 394.83 FEET;

THENCE SOUTH 00°12'08" WEST FOR A DISTANCE OF 303.80 FEET;

THENCE SOUTH 50°36'37" EAST FOR A DISTANCE OF 82.33 FEET;

THENCE SOUTH FOR A DISTANCE OF 110.02 FEET;

THENCE NORTH 89°58'49" EAST FOR A DISTANCE OF 142.66 FEET;

THENCE SOUTH 31°44'12" EAST FOR A DISTANCE OF 129.28 FEET TO THE SOUTH
LINE OF SAID SUBDIVISION;

THENCE NORTH 89°58'22" EAST FOR A DISTANCE OF 84.80 FEET, ALONG THE
SOUTH LINE SAID SUBDIVISION TO A NON-TANGENT CURVE (BEING THE NORTH
LINE OF WEST BIG LAKE BOULEVARD RIGHT OF WAY) TO THE RIGHT FOLLOWING
THE NORTH LINE OF WEST BIG LAKE BOULEVARD HAVING AN INITIAL TANGENT
OF NORTH 73°27'10" EAST, ALSO CURVE BEARS SOUTH 16°32'50" EAST, A RADIUS
OF 389.03 FEET, THROUGH A CENTRAL ANGLE OF 04°44'27" AN ARC DISTANCE OF
32.19 FEET TO THE EAST LINE OF SAID SUBDIVISION;

THENCE NORTH 00°33'55" EAST ALONG THE EAST LINE OF SAID SUBDIVISION FOR
A DISTANCE OF 568.31 FEET TO THE POINT OF BEGINNING.

THE DESCRIBED PROPERTY IS BEING 4.386 ACRES IN SIZE.

EXHIBIT C



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