

After Recording Return To:

H. Eugene Robbins
9801 Bay View Edison Rd
Bow, WA 98232



201312160051

Skagit County Auditor

\$81.00

12/16/2013 Page

1 of

10 10:38AM

EASEMENT FOR ACCESS

GRANTOR: MARTIN N. CHAMBERLAIN, a single individual

GRANTEE: H. EUGENE ROBBINS and JUDY ROBBINS, husband and wife;
GERALD L. ROBBINS and DORIS ROBBINS, husband and
wife; JOHN A. ROBBINS and LINDA ROBBINS, husband and
wife; and JAMES M. ROBBINS and BETTE L. ROBBINS,
husband and wife

Legal Description:

Abbreviated Form: Parcel 1: Ptn Gov. Lot 9, 32-36-3 E W.M.
Parcel 4: Ptn Gov. Lot 9, 32-36-3 E W.M.
Parcel 5: Ptn Gov. Lot 4, 33-36-3 E W.M.

Additional on Pages: Pages 7 – 8

Assessor's Tax Parcel Nos: Parcel 1: 4099-004-900-0107(P130572)
Parcel 4: 360332-0-020-0003 (P48517)
Parcel 5: 4099-004-900-0007 (P72962)

THIS ACCESS EASEMENT AGREEMENT is made and entered into this 26th day of November, 2013, by and between H. EUGENE ROBBINS and JUDY ROBBINS, husband and wife; GERALD L. ROBBINS and DORIS ROBBINS, husband and wife; JOHN A. ROBBINS and LINDA ROBBINS, husband and wife; and JAMES M. ROBBINS and BETTE L. ROBBINS, husband and wife (hereinafter collectively referred to as "Grantees – ROBBINS"), and MARTIN N. CHAMBERLAIN, a single individual (hereinafter referred to as "Grantor – CHAMBERLAIN").

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Easement
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Easement
DEC 16 2013

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

I. RECITALS:

1.1 Grantee – ROBBINS is the owner of certain real properties situate in the Town of Edison, County of Skagit, state of Washington, the first of which is hereinafter referred to as Parcel “1” and more particularly described as Parcel 1 in Exhibit “A” attached hereto and by reference made a part hereof and as outlined in *yellow* on Exhibit “B” attached hereto and by reference made a part hereof. The second parcel owned by Grantee – ROBBINS is hereinafter referred to as Parcel “5” and is more particularly described as Parcel 5 in Exhibit “A” attached hereto and by reference made a part hereof and as outlined in *orange* on Exhibit “B” attached hereto and by reference made a part hereof.

1.2 Grantor – CHAMBERLAIN is the owner of certain real properties situate in the Town of Edison, County of Skagit, state of Washington, hereinafter referred to as Parcel “4” and more particularly described as Parcel 4 in Exhibit “A” attached hereto and by reference made a part hereof and as outlined in *green* on Exhibit “B” attached hereto and by reference made a part hereof.

1.3 The parties hereto agree that the specific easement for access rights over and upon the parcels, as created herein are subject to the terms and conditions set forth below.

II. DESCRIPTION OF EASEMENT

2.1 Description of the Easement.

The easement as contemplated by the parties is a non-exclusive easement for ingress and egress from, over, across and through the gravel road (the “Gravel Road”) as it is presently located, and as depicted in *purple* on Exhibit “C” attached hereto and by reference made a part hereof, and being commonly described as lying on the Eastern edge of Parcel 4 from the existing public street right of way commonly known as the “bend” in the roadway at the intersection of Farm to Market Road and Gilmore Avenue to the South and traveling North to a line formed by extending to the East the Northerly boundary of Parcel 4 to the edge of the Gravel Road as it is presently located (the “Easement Area”).

Situate in Skagit County, Washington.

SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.

III. AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency of which consideration is hereby acknowledged, effective as of the date above written, Grantor – CHAMBERLAIN does hereby grant to the Grantee – ROBBINS, as owner of Parcels 1 and 5, each of them, their successors and assigns, a perpetual non-exclusive right of ingress and egress from, over, across and through the Gravel Road as



presently located on Parcel 4, as depicted in *purple* on Exhibit "C". No rights conveyed herein shall in any way be construed as granting to any party the right to limit the Grantor – CHAMBERLAIN's right to continue to use that part of the Gravel Road for parking as it has been customarily used and the use of the Gravel Road and of the easement area by the Grantee – ROBBINS, shall be in such a way as to not interfere with the parking area of Grantor – CHAMBERLAIN.

IV. GENERAL PROVISIONS

4.1 Each party hereby agrees to indemnify and hold harmless the other parties, its successors and assigns, from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation any and all sums paid for settlement, claims, attorneys' fees, consulting and expert fees) which in any way relate to or arise out of the use of the Easement Area by any party and/or parties' guests, invitees, licensees, contractors, agents and/or all other persons whose use of the Easement Area arises out of or is in any way related to a party hereto.

4.2 In the event that a party hereto, guest, invitee, licensee, contractor, agent and/or any and all other persons whose use of the Easement Area arises out of or is in any way related to a party hereto causes identifiable damage to the personal or real property of any other party, the Easement Area, and/or any improvements thereon, then the responsible party shall, as soon as is reasonably possible, immediately restore the damaged parties' personal and/or real property, the Easement Area and all improvements thereon to as good or better condition as existed prior to the damage.

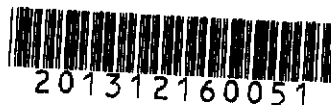
4.3 Each party hereby agrees that he/she/they will not exercise his/her/their rights under this agreement in such a manner as to interfere with any other parties' use of his/her/their real property and facilities.

4.4 Grantee – ROBBINS hereby agrees to not allow any vehicles to be parked in the Easement Area and shall also not allow the placement of any other item(s) in the Easement Area that would obstruct the use of the Easement Area for any of the purposes described herein.

4.5 The benefits, burdens, and covenants of the Easement granted herein shall be deemed to be appurtenant to and shall constitute a covenant and encumbrance running with the land and bind the respective parties and their properties to which this Agreement applies, and their respective heirs, successors and assigns, and all persons possessing any of said property by, through, or under the parties hereto, or their respective heirs, successors or assigns.

4.6 Nothing in this Agreement is intended or shall be construed as to create an obligation on the part of any party to contribute to the cost of improvements constructed upon the property of any other. Each party hereto shall be solely responsible for the maintenance and upkeep of the ingress and egress area on their respective parcels.

4.7 This Easement shall be construed and governed by the laws of the State of Washington.



4.8 The invalidity or unenforceability of any provision hereof shall not affect or impair any other provisions hereof.

4.9 This Easement may not be modified or amended except by written agreement signed and acknowledged by all parties.

4.10 If by reason of any breach or default on the part of either party hereto it becomes necessary for the other party hereto to employ an attorney, then the non-breaching party shall have and recover against the other party in addition to costs allowed by law, reasonable attorneys' fees and litigation-related expenses. The non-breaching party shall be entitled to recover reasonable attorneys' fees and costs and expenses, as provided above, regardless of whether litigation is actually commenced, including fees and costs and expenses relating to bankruptcy, appeal or post judgment matters.

4.11 The parties hereto do hereby consent to jurisdiction and venue of the Superior Court of Skagit County, State of Washington.

4.12 Each party hereto has had the opportunity to have this document reviewed by counsel of their choice. No interpretation of this document shall be made based upon which party drafted the document.

4.13 The parties by accepting and recording this Easement do not intend for their interests in the benefited parcel(s) and/or the burdened parcel(s) to merge with this Easement and the interest in this Easement shall hereafter remain separate and distinct. The Easement shall not terminate by any merger of ownership unless the parties agree otherwise and record evidence of such agreement with the Skagit County Auditor.

4.14 Those portions of this Agreement that relate solely to maintenance and repair of improvements in the Easement Area shall automatically terminate with respect to any portion of the improvements that is dedicated to any municipal corporation or other governmental entity that assumes full responsibility for the maintenance and repair of the improvements following such dedication.

THE PARTIES HEREBY ACKNOWLEDGE THAT THEY HAVE READ THIS DOCUMENT, UNDERSTAND ITS CONTENTS AND AGREE TO BE BOUND BY THE TERMS HEREOF.

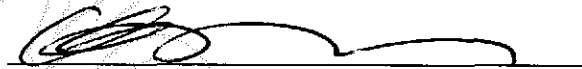
IN WITNESSETH WHEREOF, the parties hereto have executed this reciprocal easement for access as of the day and year first above written.

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(signature pages follow)



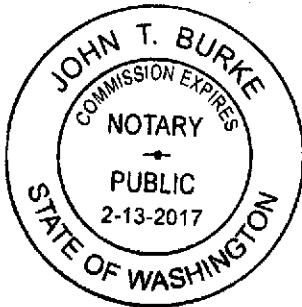
GRANTOR:



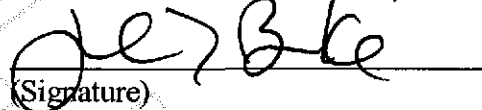
MARTIN N. CHAMBERLAIN

STATE OF WASHINGTON)
) ss
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that **MARTIN N. CHAMBERLAIN** is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



Dated: 26 November, 2013


(Signature)

NOTARY PUBLIC
JOHN T. BURKE

Print Name of Notary

My appointment expires: 2-13-2017



GRANTEE:

H. Eugene Robbins
H. EUGENE ROBBINS

Gerald L. Robbins
GERALD L. ROBBINS

John A. Robbins
JOHN A. ROBBINS

James M. Robbins
JAMES M. ROBBINS

Judy Robbins
JUDY ROBBINS

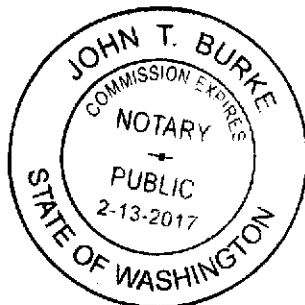
Doris Robbins
DORIS ROBBINS

Linda Robbins
LINDA ROBBINS

Bette Robbins
BETTE L. ROBBINS

STATE OF WASHINGTON)
) ss
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that **H. EUGENE ROBBINS, JUDY ROBBINS, GERALD ROBBINS, DORIS ROBBINS, JOHN A. ROBBINS, LINDA ROBBINS, JAMES M. ROBBINS** and **BETTE L. ROBBINS** is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she signed this instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



Dated: 12-2-2013

John T. Burke
(Signature)

NOTARY PUBLIC

JOHN T. BURKE

Print Name of Notary

My appointment expires: 2-13-2017



201312160051

Exhibit "A"
Legal Description of Parcels

PARCEL "1": (Robbins Recreation Parcel)

That portion of Government Lot 9, Section 32, Township 36 North, Range 3 East, W.M., described as follows:

Beginning at a point 906.2 feet North of the Southeast corner of said Section 32;
Thence North 83.8 feet;
Thence North 63 degrees 40' West 58 feet, more or less, to the North Samish river;
Thence Southwesterly along said river bank to a point North 63 degrees 40' West of the point of beginning;
Thence South 63 degrees 40' East 135 feet, more or less, to the point of beginning.

Situate in Skagit County, Washington.

SUBJECT TO AND TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes, and other instruments of record.

PARCEL "4": (Chamberlain Parcel)

That portion of Government Lot 9, Section 32, Township 36 North, Range 3 East, W.M., described as follows:

Beginning at the East line of said Lot 9, 801 feet North of the Southeast corner thereof;
thence West 100 feet;
thence South 50 feet;
thence West 48 feet to Stake No. 4;
thence North 132 feet to Stake No. 5;
thence North 37 degrees to the East line of said Lot 9;
thence South 45 feet 2 inches to the point of beginning,

EXCEPT that portion, if any, lying with a County Road.

Situate in Skagit County, Washington.

SUBJECT TO AND TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes, and other instruments of record.

PARCEL "5": (Robbins Bakery Building Parcel)

That portion of Government Lot 4, Section 33, Township 36 North, Range 3 east, W.M., described as follows:



Beginning at a point 981 feet North of the Southwest corner of said Section 33;
Thence South 87 degrees 11' East 114.6 feet, more or less, to the West line of Cains Court as shown in Edison (Haller's Addition);
Thence South along the West line of Cains Court to the North line of Gilmore Avenue;
Thence Westerly along Gilmore Avenue as shown on said plat of Edison to the West line of said Section 33, at a point 906.2 feet North of the Southwest corner of the Section;
Thence North to the point of beginning.

Situate in Skagit County, Washington.

SUBJECT TO AND TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes, and other instruments of record.



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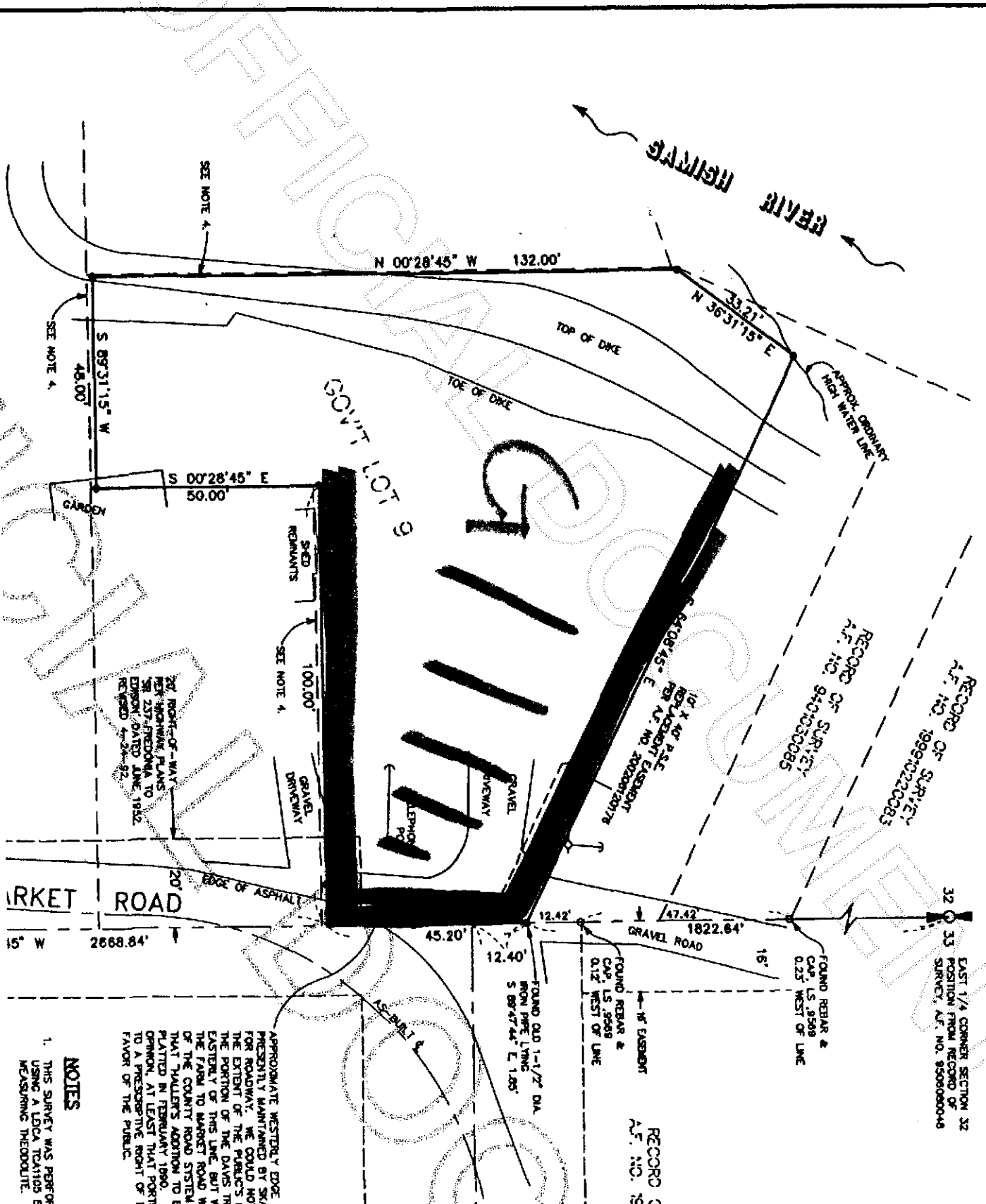
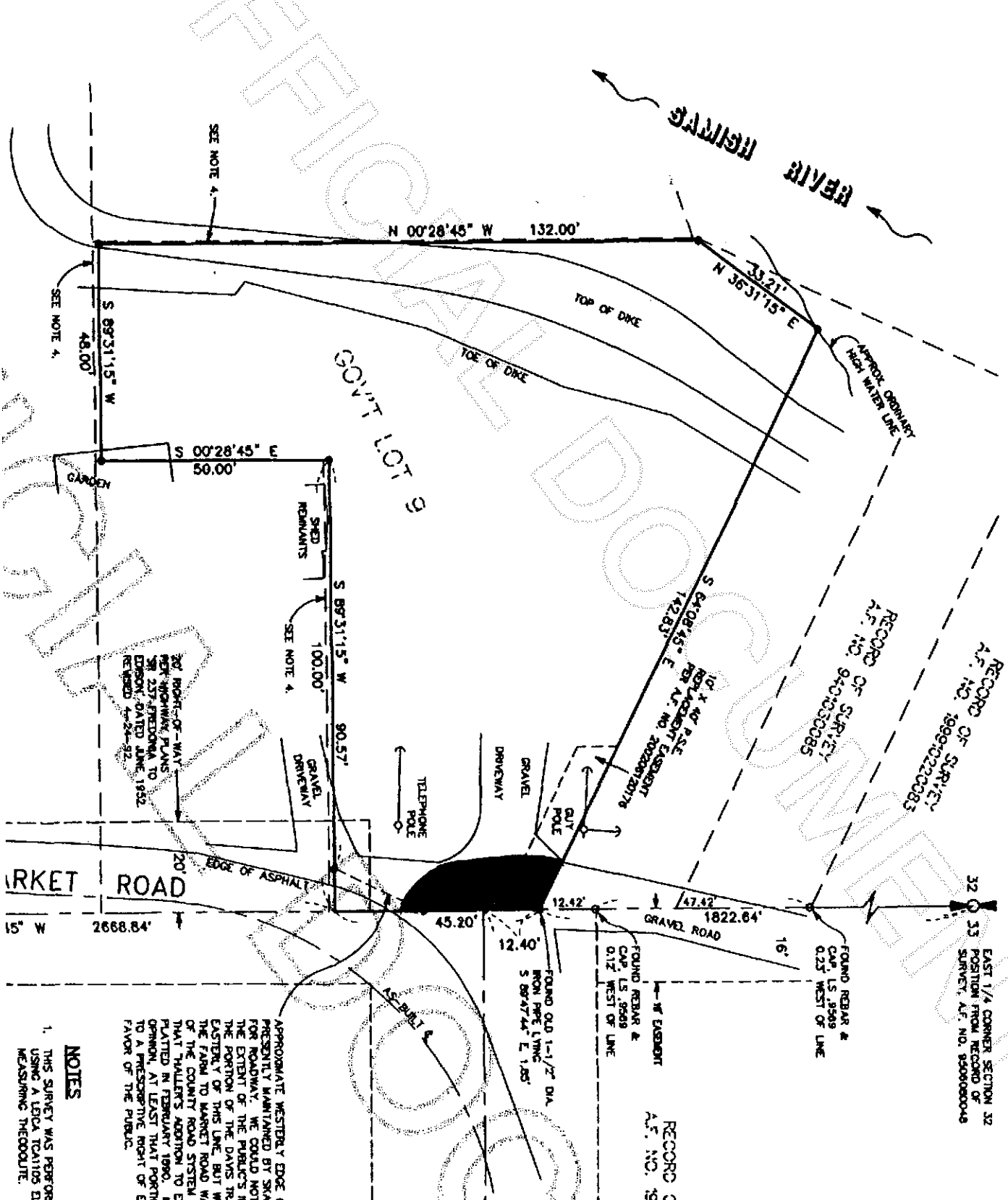


Exhibit "C"
Map - Gravel Road/Easement Area



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Skagit County Auditor \$81.00
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APPROXIMATE WESTERLY EDGE & PRESENTLY MAINTAINED BY SKAGIT COUNTY. WE COULD NOT DETERMINE THE EXTENT OF THE PUBLIC'S TRAIL OR THE PORTION OF THE PUBLIC TRAIL EASTERN OF THIS LINE, BUT WE OF THE COUNTY ROAD SYSTEM THAT "HALL'S" ADDITION TO E PLAT IN FEBRUARY 1890. IN OPINION, AT LEAST THAT PORTION TO A PRESUMPTIVE RIGHT OF E FAVOR OF THE PUBLIC.

NOTES

1. THIS SURVEY WAS PERFORMED USING A LEICA TOTAL STATION MEASURING THEODOLITE.