



Skagit County Auditor

\$80.00

1/31/2014 Page

1 of

9 4:12PM

## RECIPROCAL EASEMENT AGREEMENT

This Reciprocal Easement Agreement ("Agreement") is entered into and effective this **29** day of **January**, 2014 (the "Effective Date"), by and between Peter Travis Schwetz and Kelly L. Schwetz, husband and wife, and residents of the state of Washington (collectively, "Schwetz's") and Fredrick W. Livingstone and Janet L. Livingstone, husband and wife, and residents of the state of Washington (collectively, "Livingstone's").

### RECITALS

WHEREAS, Peter T. & Kelly L. Schwetz are the owners of certain real property located in Skagit County, Washington described on Exhibit A attached hereto, more commonly known as 6441 Ershig Rd., Bow WA 98232 (and sometimes known and hereinafter referred to as "Lot 1"); and LOT 1 P118035 P33578

P121430  
WHEREAS, Fredrick W. & Janet L. Livingstone are the owners of certain real property located in Skagit County, Washington described on Exhibit B attached hereto, more commonly known as 6445 Ershig Rd., Bow WA 98232 (and sometimes known and hereinafter referred to as "Lot 2"); and LOT 2 P105185

WHEREAS, Lot 1 & Lot 2 are adjoining Lots

WHEREAS, the driveway improvements that serve both Lot 1 and Lot 2 of Skagit County Short Plat # 91-032 are located at the borderline of said properties, approximately one-half within the boundaries of Lot 1 and one-half within the boundaries of Lot 2, and owned accordingly; and

WHEREAS, "Schwetz's" and "Livingstone's" each desire to provide an easement to the other, and to receive an easement from the other for use, ingress, egress and access to the Driveway Improvements, and also to provide for maintenance and repair of the Driveway Improvements, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt, value and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX  
2014 -

1/30/14 (20871) #195067.1

JAN 31 2014

Amount Paid \$ —  
Skagit Co. Treasurer  
By MG Deputy

## AGREEMENT

1. Definitions. In addition to the definitions provided in the Recitals above, the following definitions shall apply to this Agreement.

1.1 Occupant. The term "Occupant" shall mean and include any of the Owners and any Person who shall be, from time to time, entitled to the use and occupancy of Lot 1 or Lot 2 under any lease, sublease, license, concession, agreement, or other instrument or arrangement under which such rights are acquired, including, without limitation, mortgagees in possession.

1.2 Owner. The term "Owner" shall refer to the owner of Lot 1 or Lot 2, as the context may require. The term "Owners" shall refer collectively to the owners of Lot 1 and Lot 2.

1.3 Permittees. The term "Permittees" shall mean and refer to all Occupants and all guests, employees, licensees, agents, contractors, vendors and other invitees of Occupants.

1.4 Person. The term "Person" shall refer to any individual, partnership, joint venture, corporation, limited liability company, trust, unincorporated association, governmental agency or other business entity.

2. Easement Benefiting Lot 1. The Owner of Lot 2, as the Burdened Site, hereby grants to the Owner of Lot 1, as the Benefited Site, for the use of Lot 1 Occupants and Permittees, a non-exclusive easement for the use and enjoyment of, over, upon, across and through the Driveway Improvements Along Ershig Rd. located within the North 15 feet of the west 85 feet of Lot 2 of Skagit County Short Plat #91-032, for pedestrian and vehicular ingress, egress and access within and limited to those portions of Lot 2 which are improved for vehicle driveway; said easement excludes vehicular parking or any other use that would interfere with use of the Driveway Improvements by the Owner, Occupants or Permittees of Lot 2. See attached Exhibit "B" LEGAL description, pertinent Drawings and Plat Maps.

3. Easement Benefiting Lot 2. The Owner of Lot 1, as the Burdened Site, hereby grants to the Owner of Lot 2, as the Benefited Site, for the use of Lot 2 Occupants and Permittees, a non-exclusive easement for the use and enjoyment of, over, upon, across and through the Driveway Improvements Along Ershig Rd. located within the South 15 feet of the west 85 feet of Lot 1 of Skagit County Short Plat #91-032, for pedestrian and vehicular ingress, egress and access within and limited to those portions of Lot 1 which are improved for vehicle driveway; said easement excludes vehicular parking or any



other use that would interfere with use of the Driveway Improvements by the Owner, Occupants or Permittees of Lot 1 . See attached Exhibit "A" LEGAL description, pertinent Drawings and Plat Maps.

4. Non-Interference. No Owner shall permit, operate or install any parked vehicle, other object, or any improvements on such Owner's property which in any way unreasonably restricts or interferes with the reciprocal easements granted herein.

5. Nature of Easements and Rights Granted.

5.1 Easements Appurtenant. Each of the easements and rights granted or created herein is an appurtenance to the applicable Benefited Site, and none of such easements or rights may be transferred, assigned or encumbered except as an appurtenance to the applicable Benefited Site.

5.2 Nature and Effect of Easements. All of the easements, covenants, restrictions and provisions contained in this Agreement:

5.2.1 create equitable servitudes upon the Lot 1 and Lot 2 properties in favor of the other property;

5.2.2 constitute covenants running with the land

5.2.3 shall bind every Person or entity having any fee, leasehold or other interest in any portion of either property at any time or from time to time, to the extent that such portion is affected or bound by the easement, covenant, restriction, or provision in question, or to the extent that such easement, covenant, restriction or provision is to be performed on such portion.

5.3 Transfer of Title. The acceptance of any transfer or conveyance of title from any Owner of all or any part of its interest in its property shall be deemed, without any further action by the grantor or the grantee, to:

5.3.1 require the grantee to agree not to use, occupy or allow any lessee or occupant of such property to use or occupy the property in any manner which would constitute a violation or breach of any of the easements and covenants contained herein; and

5.3.2 require the grantee to assume and agree to perform each and all of the obligations of the conveying party under this Agreement with respect to all (or the applicable portion of) such property which will be conveyed to such grantee.

5.4 Successors. The obligations set forth in this Section 5 shall be binding on any successors or assigns of the named parties.



6. Maintenance, Insurance and Taxes. The respective Owners of Lot 1 and Lot 2 shall continue to be responsible for and pay or cause to be paid all maintenance, insurance and taxes, including, without limitation, real estate taxes and special assessments, applicable to such properties, regardless of the easements and interests granted or created by this Agreement.

7. Maintenance. The Driveway Improvements shall be maintained in a manner that preserves their appearance as an integral facility serving Lot 1 and Lot 2 reasonably free of defects and serviceable to both Owners. Notwithstanding the maintenance provisions of Section 6 above, the Owners of Lot 1 and Lot 2 shall share responsibility for all maintenance (including repair and replacement, as appropriate) associated with the Driveway Improvements. Prior to making any arrangements for maintenance of the Driveway Improvements, the Owner proposing to undertake such maintenance shall provide notice to the other Owner not less than fifteen (15) days prior to the commencement of any such work.. Any notice provided shall include reasonably detailed information concerning the nature and scope of the proposed maintenance work and the estimated cost thereof, and shall request the other Owner's concurrence in the proposed work. Should the Owner receiving the request disagree with the nature and/or scope of such proposed maintenance, the Owner to whom such notice is provided may request that the Owner providing such notice meet and confer to discuss and, if possible, come to an agreement on the nature and scope of such proposed maintenance work. Should the Parties fail to come to an agreement regarding the nature and scope of such maintenance or, should either of the Owners decline to meet and confer regarding such maintenance, a neutral third party shall be employed as an arbitrator, if agreement still can't be reached, the laws governing legal arbitration in the state of Washington shall be followed. (In the event that emergency maintenance is required and cannot reasonably be delayed for the fifteen (15) day notice period, the Owner proposing emergency maintenance work shall make a reasonable effort to notify the other Owner of the proposed work and to obtain that Owner's concurrence prior to the commencement of such maintenance work.) Each of the Owners, and either one of them individually, shall exercise reasonable judgment in arranging for such maintenance to the Driveway Improvements at reasonable cost. The Owner making any such arrangements shall make payment to any vendor or contractor performing such maintenance and shall be entitled to reimbursement of the other Owner's share of the maintenance expense so incurred in accordance with this Section. The Owners shall share such reasonable expenses for maintenance of the Driveway Improvements on a 50/50 basis; that is, each Owner shall be responsible for fifty percent (50%) of such maintenance expenses. Within ten (10) days after delivery of a statement documenting reasonable maintenance costs incurred in accordance with this Section, an Owner shall reimburse the other Owner for the share of Driveway Improvements maintenance expenses due in accordance with this Section. Each Owner shall be responsible for all maintenance associated with any objects or improvements (such as



planters) owned by such Owner, and properly placed within the easement area, at the Owner's sole expense.

8. Damage to Driveway Improvements and Easement. Each Owner shall refrain from causing any damage to the Driveway Improvements and the easements described herein and shall immediately repair any such damage caused by Occupants or Permittees associated with an Owner, at such Owner's sole cost and expense. If an Owner fails to perform any such required repairs, the other Owner, upon ten (10) days' prior written notice to the non-performing Owner, may cause such repair work to be performed with a right of reimbursement for all sums reasonably necessary and properly expended to remedy such failure. Within ten (10) days after delivery of a statement documenting such reasonable repair costs incurred, the non-performing Owner shall reimburse the other Owner. If the non-performing Owner fails to pay any reimbursement due, the Owner who has incurred the repair costs shall have the immediate right to record a lien against the non-performing Owner's property benefited by this Agreement, in addition to all other rights and remedies permitted at law or in equity. The aforesaid lien shall be treated as a construction lien pursuant to Washington law.

9. General Provisions.

9.1 Entire Agreement. This Agreement (including Exhibits attached) constitutes the entire agreement and understanding between the parties with respect to the subject matter contained herein, and supersedes any prior agreement and understanding about the subject matter hereof. This Agreement may be modified or amended only by a written instrument executed by the parties hereto.

9.2 Successors and Assigns. Each covenant and condition contained in this Agreement shall inure to the benefit of and be binding on the parties to this Agreement and their respective heirs, executors, administrators, personal representatives, successors and assigns, except as otherwise provided herein.

9.3 Recording. A fully executed counterpart of this Reciprocal Easement Agreement shall be recorded in the Office of the County Recorder of Skagit County, Washington.

9.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

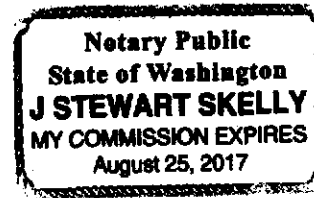
*Fredrick W. Livingstone* *Janet L. Livingstone*  
Fredrick W. Livingstone Janet L. Livingstone

State of Washington  
County of Skagit

I certify that I know or have satisfactory evidence that Fredrick W. Livingstone and Janet L. Livingstone are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be a free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 1-30-14

*J Stewart Skelly*  
Notary Public



My appointment expires 8-25-17

*Peter Travis Schwetz*  
Peter Travis Schwetz

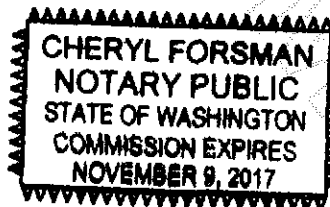
*Kelly L. Schwetz*  
Kelly L. Schwetz

State of Washington  
County of Skagit

I certify that I know or have satisfactory evidence that Peter Travis Schwetz and Kelly L. Schwetz are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be a free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 1-31-2014

*Cheryl Forsman*  
Notary Public



My appointment expires November 9, 2017



**EXHIBIT "A"**

**LEGAL DESCRIPTION**

Lot 1, Short Plat No. 91-032, Approved May 29, 1991, recorded June 13, 1991, Volume 9 of Short Plats, page 376 under Auditors File No. 9106130032, records of Skagit County, Washington, being a portion of the Southwest ¼ of the Northwest ¼ of Section 1, Township 35 North, Range 3 East, W.M..



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Skagit County Auditor

\$80.00

1/31/2014 Page

7 of

9

4:12PM

**EXHIBIT "B"**

**LEGAL DESCRIPTION**

Lot 2, Short Plat No. 91-032, Approved May 29, 1991, recorded June 13, 1991, Volume 9 of Short Plats, page 376 under Auditors File No. 9106130032, records of Skagit County, Washington, being a portion of the Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 1, Township 35 North, Range 3 East, W.M..

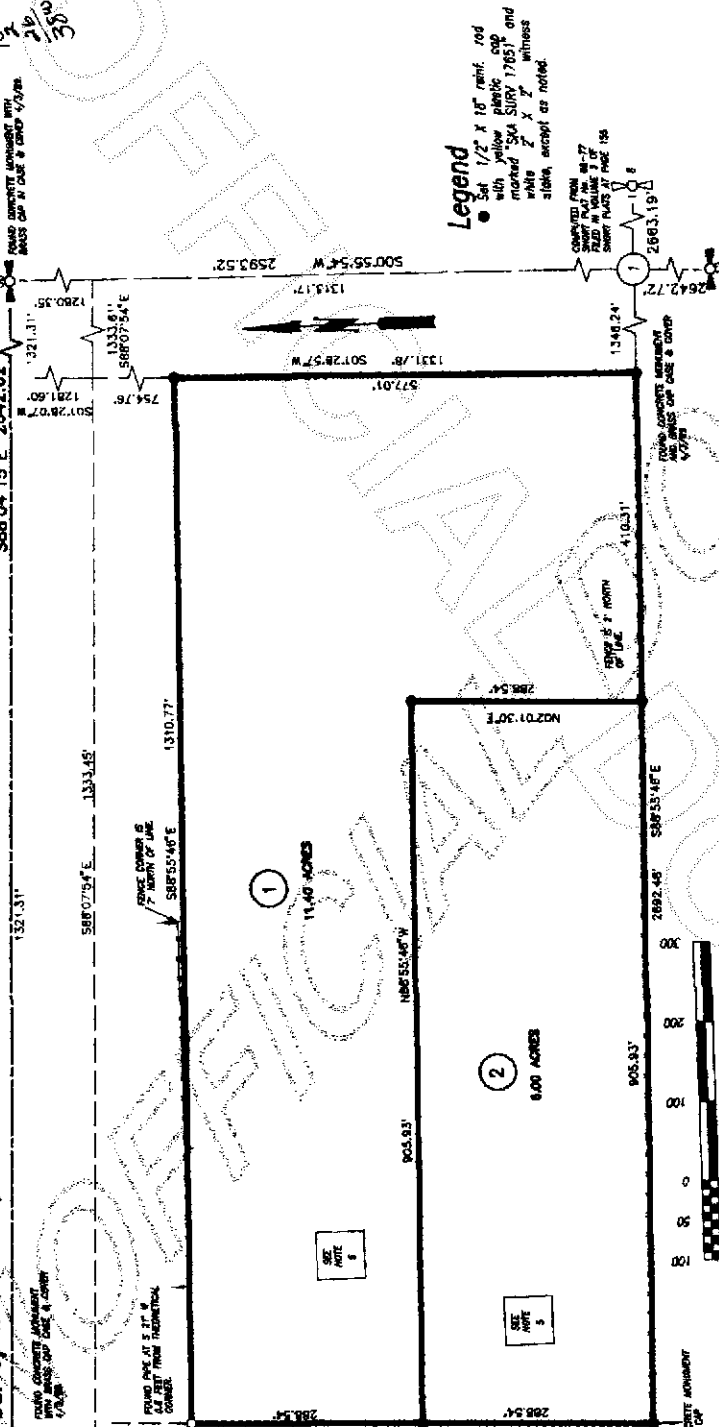


201401310127



9106130032

Survey in the SW1/4 of the NW1/4 of Section 1, Twp. 35 N., Rng. 3 E., W.M. Short Plat No. 91-032 Date 6/13/14



Legend  
• 1/2" x 10" paint rod  
• yellow plastic cap  
marked 'SKA SURV 17651' and  
white 'X' witness  
stakes, except as noted

Consent  
Know all men by these presents that we, the undersigned, hereby certify that this short plat is made as our free and voluntary act and deed.

*Darlene L. Thramer*  
Darlene L. Thramer

Acknowledgements  
State of Washington County of Skagit  
I, *Darlene L. Thramer*, do hereby certify that I have read the foregoing plat and the instrument containing the same and acknowledge that I have signed this instrument and acknowledged it to be my free and voluntary act for the uses and purposes mentioned in the instrument.

My appointment expires 12/31/15  
Date 6/13/14

State of Washington County of Skagit  
I, *Darlene L. Thramer*, do hereby certify that I know or have satisfactory evidence that the person whose name is subscribed to the foregoing plat is the person who executed the same.

My appointment expires 12/31/15  
Date 6/13/14

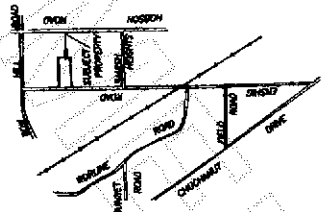
### Legal Description

The South 577 feet of the Southwest quarter of the Northwest quarter of Section one (1), Township thirty-five (35) North, Range three (3) East, W.M., EXCEPT that portion thereof conveyed to Skagit County for road purposes by deed recorded under Auditor's File No. 104384.

### Notes

1. Short plat number and date of approval shall be included in all deeds and contracts.
2. All maintenance and construction of private roads shall be the responsibility of the lot owner.
3. Zoning - Rural District (RU)
4. Water - Individual water: Water of sufficient quantity and/or quality for normal domestic purposes is not provided at the time of filing the plat and the buyer should inquire and investigate as to availability of said water.
5. Sewer - Individual on-site sewage systems - Alternative systems are proposed for lot 1 & 2 of this short plat which may have special design, construction, and maintenance requirements, see Health Officer for details.
6. Back-sight bearings - assumed N 02°01'30"E on the West line of the Northwest quarter of Section 1.

### Vicinity Sketch



**skagit**  
SURVEYORS INC. 806 Melcott St., Sedro-Woolley, WA 98284  
Phone: (206) 855-2121 FAX: (206) 855-1658



AUDITOR'S CERTIFICATE  
This map correctly represents a survey made by me or under my direction in conformity with the Surveying Act of March 1901 at the request of the Skagit County Auditor, and recorded in Volume 91-032 of the Auditor's records of Skagit County, Washington.

*John L. Thramer*  
John L. Thramer  
Date 6/13/14

### Treasurer's Certificate

This is to certify that all taxes hereon levied and which have become a lien on the lands herein described have been fully paid and discharged according to the records of my office up to and including the year 1991.

*John L. Thramer*  
John L. Thramer  
Date 6/13/14

### Approvals

The within and foregoing short plat is approved in accordance with the provisions of the Skagit County Short Plat Ordinance, this 1st day of 6/13/14.

*John L. Thramer*  
John L. Thramer  
Date 6/13/14

### Short Plat for

Joe & Darlene Thramer

VOL 9 S.A. 9.376