

After recording, please return to:  
Brownlie Evans Wolf & Lee, LLP  
230 E. Champion Street  
Bellingham, WA 98225



Skagit County Auditor  
3/21/2014 Page 1 of 8 11:45AM \$79.00

**MUTUAL EASEMENT AGREEMENT**

Grantor:	Goodyear Nelson Lumber Co; Ernest L. Arrowood
Grantee:	Goodyear Nelson Lumber Co; Ernest L. Arrowood
Legal Descriptions (abbreviated):	PTNS OF THE NE ¼ AND THE NW ¼ OF SECTION 32 TOWNSHIP 35 RANGE 5E; PTN OF SE ¼ SECTION 29 TOWNSHIP 35 RANGE 8E (see full legal descriptions on pp. 1-2 herein)
Parcel Numbers:	P40506; P111470; P40477; P40476; P40336; P40496
Reference Numbers of Related Document(s):	NA

LAND TITLE OF SKAGIT COUNTY

ACCOMMODATION RECORDING

M-20208

THIS MUTUAL EASEMENT AGREEMENT ("Agreement") is made and entered into this 21<sup>st</sup> day of March, 2014, by Goodyear Nelson Lumber Co ("Goodyear Nelson") and Ernest Arrowood ("Arrowood"). This Agreement is entered pursuant to the following facts:

A. Goodyear Nelson owns certain real property located in Skagit County, which currently consists of five separate parcels and which are legally described in Exhibit A, attached hereto and incorporated by reference ("Goodyear Nelson Property").

B. Arrowood is the owner of adjacent property located in Skagit County, Washington, which is legally described in Exhibit B, attached hereto and incorporated by reference ("Arrowood Property").

C. Arrowood currently uses a portion of the Goodyear Nelson Property for the location of certain structures and access.

D. Goodyear Nelson desires to use a portion of the Arrowood Property for access to its five parcels and any future lots that may be created thereon.

E. Goodyear Nelson desires to formalize an access for agreement for Arrowood in exchange for Arrowood releasing certain claims and granting Goodyear Nelson an easement over a portion of its property.

IT IS THEREFORE AGREED AS FOLLOWS:

1. Easement Over the Arrowood Property

Arrowood hereby grants and conveys to Goodyear Nelson, its successors, heirs, devisees, and transferees, a non-exclusive easement for the purposes of access, ingress, egress, and utilities, and the construction of road improvements, over, above, and below the Arrowood Property. Said easement area shall be located in the southeastern portion of the property and shall be approximately one hundred feet by one hundred fifty feet and is depicted on the map attached hereto and incorporated by reference as Exhibit C (hereinafter referred to as "the Goodyear Nelson Easement").

The Goodyear Nelson Easement is granted for the benefit of all of the properties owned by Goodyear Nelson, which are described in Exhibit A, as well as any further lots created thereon. Further, the Goodyear Nelson Easement may be used to serve as many units, houses, or buildings that are allowed to be placed on the Goodyear Nelson Property by local land use regulations

Goodyear Nelson shall be solely responsible for the costs of road construction within the Goodyear Nelson Easement and all maintenance and repair thereof.

2. Easement Over the Goodyear Nelson Property

Goodyear Nelson hereby grants and conveys to Arrowood, its successors, heirs, devisees, and transferees, a non-exclusive easement for the purposes of access, ingress, egress, and utilities, construction of road improvements, and location of structures, over, above, and below a portion of the Goodyear Nelson property, which is legally described in Exhibit D, attached hereto and incorporated by reference (hereinafter referred to as "the Arrowood Easement") The Arrowood Easement is also depicted on Exhibit C.

Arrowood shall be solely responsible for the costs of any road construction within the Arrowood Easement and all maintenance and repair of the easement area.

3. Obligations Run With the Land

The rights and obligations contained in this Agreement shall be binding upon and inure to the benefit of all assignees, devisees, or transferees of property owned by a property owner and shall in all respects attach to the individual properties served by the Easement.



4. Severability

Should any provision of this Agreement be found to be void or otherwise unenforceable, all other provisions shall remain enforceable and binding.

5. Attorney's Fees

In any litigation arising out of this Agreement, including appeals, the prevailing party shall be entitled to recover from the other party all reasonable costs and attorney's fees.

6. Hold Harmless; Indemnity

The parties hereto shall indemnify, hold each other harmless, and defend against all expenses, losses, judgments, settlements, or liabilities in relationship to any action, claim, demand, or judgment made, paid, suffered, or incurred resulting from the indemnifying party's use, occupancy, or maintenance of any of the easements established herein. Such duty shall include, but is not limited to, the obligation of the indemnifying party to pay: (1) all attorneys' fees and costs incurred by the indemnified party to defend against any action, claim, demand, or judgment; and (2) any settlement or judgment. Such duty shall apply to any action, claim, demand, or judgment made by an employee of the indemnifying party, and to this limited extent, the parties waive any exclusivity defense contained in the Washington State Industrial Insurance Act, or any other applicable law. Notwithstanding the above, no party shall be obligated to indemnify, defend, or hold harmless the other party to the extent that such liability arises out of that party's negligence or willful misconduct.

7. Release of Claims

As partial consideration for this Agreement, Arrowood hereby releases and waives any claim of adverse possession, prescriptive easement, or any other claim of ownership and/or title to the Arrowood Easement area. Any such claims by Arrowood as to ownership of the Arrowood Easement area shall be terminated and extinguished upon execution of this Agreement.

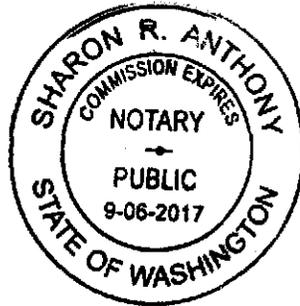
GOODYEAR NELSON LUMBER CO

  
By: \_\_\_\_\_  
Its: Resource Manager

ERNIST L. ARROWOOD







STATE OF WASHINGTON )  
 ) ss.  
County of Skagit )

On this 21st day of march, 2014, before me, the undersigned, a Notary Public in and for the state of Washington, duly commissioned and sworn, personally appeared Paul Krieger to me known to be the person that executed the foregoing instrument, and on oath stated that he was authorized to execute the instrument on behalf of **GOODYEAR NELSON LUMBER CO**, and acknowledged the said instrument to be the free and voluntary act and deed of said person for the uses and purposes therein mentioned in said instrument.

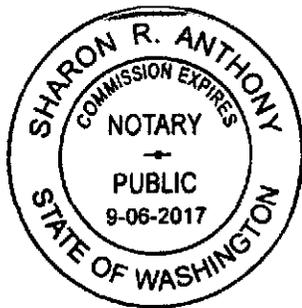
WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Sharon R. Anthony  
Notary Public in and for the State of Washington  
Residing at mount Vernon  
My Commission expires: 9-6-2017

STATE OF WASHINGTON )  
 ) ss.  
County of Skagit )

On this 21st day of march, 2014, before me, the undersigned, a Notary Public in and for the state of Washington, duly commissioned and sworn, personally appeared **ERNIST ARWOOD**, to me known to be the person that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said person for the uses and purposes therein mentioned in said instrument.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.



Sharon R. Anthony  
Notary Public in and for the State of Washington  
Residing at mount Vernon  
My Commission expires: 9-6-2017

**SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX**

MAR 21 2014

Amount Paid \$ 0  
Skagit Co. Treasurer  
By 106 Deputy

4



EXHIBIT A

GOODYEAR NELSON PROPERTY

P40506

E ½ SE ¼ NW ¼ LESS ROAD, SECTION 32 TOWNSHIP 35 RANGE 5E

P40477

NW ¼ NE ¼ LESS RIGHT OF WAY, SECTION 32 TOWNSHIP 35 RANGE 5E

P40476

NE ¼ NE ¼ LESS RIGHT OF WAY, SECTION 32 TOWNSHIP 35 RANGE 5E

P40336

LOT 7 LESS COUNTY ROAD IN THE SW ¼ SE ¼ SECTION 29 TOWNSHIP 35 RANGE 5E

P111470

THE EAST ½ OF THE SOUTH 30 FEET OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 32, TOWNSHIP 35, RANGE 5 EAST (COMMONLY KNOWN AS THE SOUTH 30 FEET OF TRACTS "G" AND "H" OF THE UNRECORDED SURVEY OF SKAGIT RIVER PLATEAU), THIS BEING A PORTION OF LOT 4 SHORT PLAT #94-041 RECORDED AF#9512290019.  
NW ¼ SECTION 32, TOWNSHIP 35, RANGE 8



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Skagit County Auditor  
3/21/2014 Page

5 of

\$79.00  
8 11:45AM

EXHIBIT B

ARROWOOD PROPERTY

P40496

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER THENCE SOUTH 89-26-43 WEST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER 500 FEET THENCE SOUTH 0-33-17 EAST 880 FEET TO THE POINT OF BEGINNING THENCE SOUTH 0-33-17 EAST 405 FEET THENCE EASTERLY 501 FEET THENCE NORTHERLY 402 FEET THENCE SOUTH 89-26-43 WEST 500 FEET TO THE POINT OF BEGINNING AND ALSO LESS THE SOUTH 30 FEET THEREOF AND ALSO TOGETHER WITH THE EAST 70 FEET DESCRIBED IN RECORDED AUDITOR'S FILE NUMBER 811385 AND ALSO EXCEPT THE FOLLOWING DESCRIBED PARCEL THAT PORTION LYING NORTH OF EASEMENT RIGHT-OF-WAY WHICH IS ALSO KNOWN AS SKAGIT VIEW DRIVE AUDITOR'S FILE NUMBER 811385 AND ALSO AUDITOR'S FILE NUMBER 858560



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Skagit County Auditor

\$79.00

3/21/2014 Page

6 of

8 11:45AM

EXHIBIT C

MAP OF EASEMENT AREAS

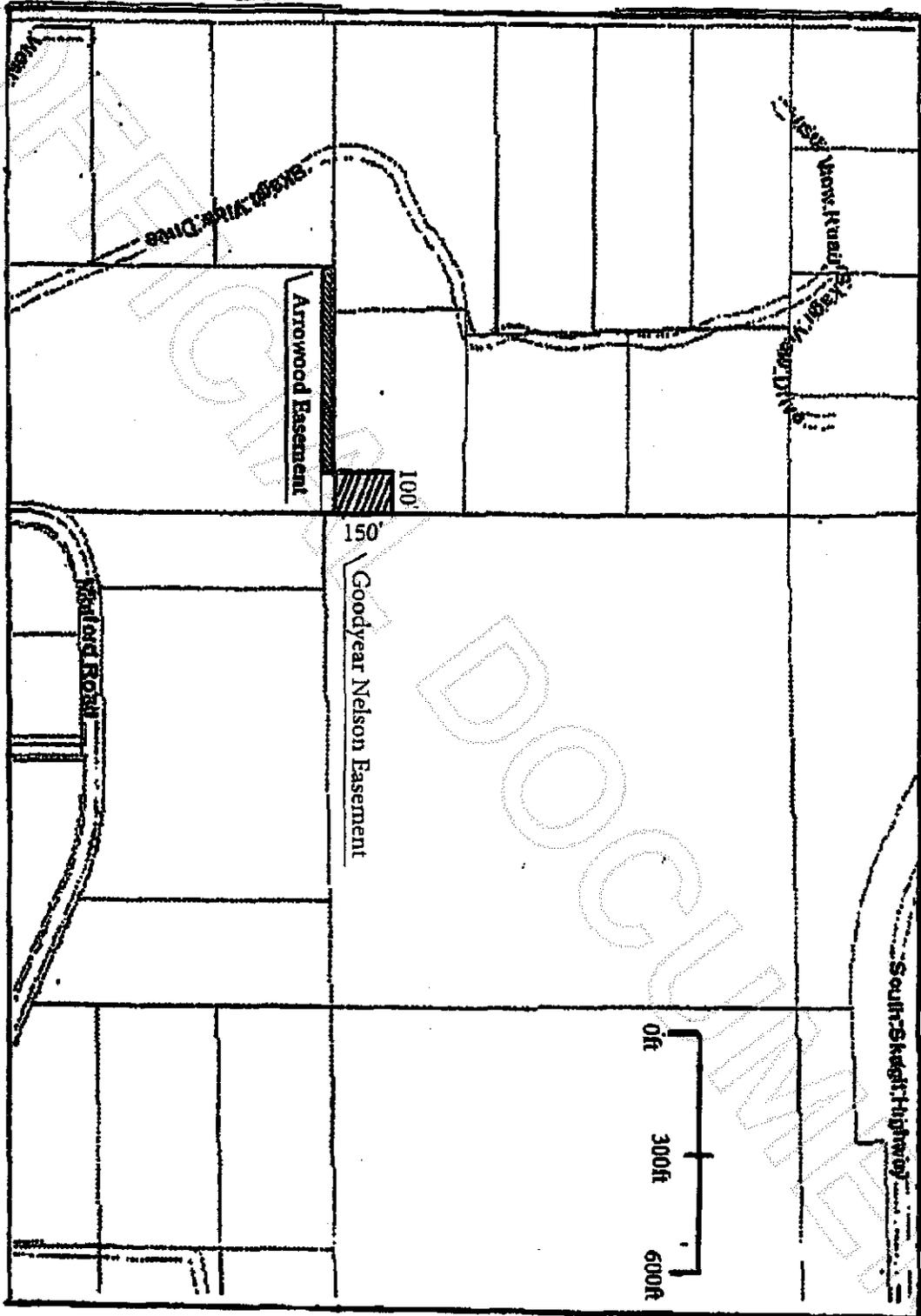


EXHIBIT D

LEGAL DESCRIPTION OF ARROWOOD EASEMENT AREA

THE EAST ½ OF THE SOUTH 30 FEET OF THE NORTHEAST ¼ OF THE  
NORTHWEST ¼ OF SECTION 32, TOWNSHIP 35, RANGE 5 EAST (COMMONLY  
KNOWN AS THE SOUTH 30 FEET OF TRACTS "G" AND "H" OF THE  
UNRECORDED SURVEY OF SKAGIT RIVER PLATEAU). LESS THE EASTERN  
100 FEET. THIS BEING A PORTION OF LOT 4 SHORT PLAT #94-041  
RECORDED AF#9512290019.  
NW ¼ SECTION 32, TOWNSHIP 35, RANGE 8



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Skagit County Auditor

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3/21/2014 Page

8 of

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