

FILED FOR RECORD AT THE  
REQUEST OF/RETURN TO:  
Johannes "Hans" Gawenda  
2303 138 East Esplanade  
North Vancouver,  
BC, Canada

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

AUG 27 2014



Skagit County Auditor  
8/27/2014 Page 1 of 1 \$80.00  
9 10:53AM

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

**RECIPROCAL EASEMENT FOR SHARED DRIVEWAY**

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Grantor (s): JOHANNES "HANS" GAWENDA, a single man  
WILLIAM E. SIKORA & PAULETTE A. SIKORA, husband and wife  
Grantee (s): JOHANNES "HANS" GAWENDA, a single man  
WILLIAM E. SIKORA & PAULETTE A. SIKORA, husband and wife  
Abbreviated Legal: Lake Cavanaugh Sub Div 3, Lots 145-148 Blk 1  
Additional Legal on page(s):  
Assessor's Tax Parcel Nos.: P66921 / 3939-001-148-0001  
P66920 / 3939-001-146-0003  
P66919 / 3939-001-145-0004

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**THIS RECIPROCAL EASEMENT** ("Easement"), is made the date set forth below, by and among JOHANNES "HANS" GAWENDA, a single man ("Gawenda"), and WILLIAM E. SIKORA & PAULETTE A. SIKORA, husband and wife, ("Sikora") as Grantors and JOHANNES "HANS" GAWENDA, a single man and WILLIAM E. SIKORA & PAULETTE A. SIKORA, husband and wife, as Grantees.

1) JOHANNES "HANS" GAWENDA, a single man, is the owner of the following described real property located in Skagit County, Washington ("Gawenda Parcel"):

Lots 147 & 148, Block 1, "LAKE CAVANAUGH SUBDIVISION NO. 3", as per plat recorded in Volume 6 of Plats, pages 25 to 31 inclusive, in the records of Skagit County, State of Washington.

Situate in the Skagit County, Washington.

2) WILLIAM E. SIKORA & PAULETTE A. SIKORA, husband and wife, are the owners of the following described real property located in Skagit County, Washington ("Sikora Parcel"):

Lots 145 & 146, Block 1, "LAKE CAVANAUGH

SUBDIVISION NO. 3", as per plat recorded in Volume 6 of Plats, pages 25 to 31 inclusive, in the records of Skagit County, State of Washington.

Situate in the Skagit County, Washington.

3) **EASEMENT:** The easement conveyed herein is a non-exclusive, perpetual easement for ingress, egress and utilities for the benefit of the Grantees and their contractors, invitees, agents, representatives, predecessors, successors and assigns, over, under and across the existing driveway commencing at Cliff Road and traversing across the Grantors' parcels. The easement area is as defined in the attached Exhibit "A" (the "Easement Area") and a map of the easement area is shown on the attached Exhibit "B".

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, the receipt and sufficiency of which consideration is hereby acknowledged, the parties agree as follows:

- 1) **Grant of Easement.** JOHANNES "HANS" GAWENDA, a single man, hereby grants and conveys, including all after acquired title, to WILLIAM E. SIKORA & PAULETTE A. SIKORA, husband and wife, and WILLIAM E. SIKORA & PAULETTE A. SIKORA, husband and wife, hereby grant and convey, including all after acquired title to JOHANNES "HANS" GAWENDA, a single man, a perpetual, non-exclusive easement for ingress, egress and utilities, over, under and across the Easement Area, which Easement is more particularly described above.
- 2) **Cost Sharing.** All costs related to grading, re-surfacing, graveling, tree removal, pruning and clearing shall be shared equally with one half of the costs to be paid by the owners of the Gawenda Parcel and one half of the costs to be paid by the owners of the Sikora Parcel. The cost of snow plowing and/or removal shall be the sole responsibility of the owner that orders the work.
- 3) **Use of Driveway.** The driveway shall be kept clear, unobstructed and suitable for vehicular traffic at all times, except for temporary blockage due to emergency or maintenance, improvement or deliveries after 48 hours prior notice of any such non-emergency blockage.
- 4) **Damage to Road.** In the event that a parcel owner or the parcel owner's contractors, licensees, invitees or other persons whose presence arises from or relates to the parcel owner (the "damaging owner") causes identifiable damage to the driveway, then the damaging owner shall, as soon as is reasonably possible, immediately restore the driveway to as good or better condition as it was in prior to the damage. If the damaging owner does not reasonably comply with the provisions of this paragraph within ninety



(90) days of receipt of a written demand from the other owner to repair such damage, then the other owner shall have the right to repair the damage and the damaging owner shall immediately reimburse the other owner for the full cost of the repair.

5) Sikora's Release and Indemnification.

Sikoras hereby release, remise, acquit and forever discharge Gawenda, together with his contractors, invitees, agents, representatives, predecessors, successors and assigns, (all of the foregoing referred to as the "Released Parties"), from any and all actions and causes of action, judgments, executions, suits, debts, claims, demands, liabilities, obligations, damages and expenses of any and every character, known or unknown, direct and/or indirect, at law or in equity, of whatsoever kind or nature, whether heretofore or hereafter accruing, for or because of any matter or things done, omitted or suffered to be done, prior to and including the date hereof, in any way directly or indirectly arising out of or in any way relating to use of the easement area by Sikora and/or Sikora's contractors, invitees, agents, representatives, predecessors, successors and assigns.

Sikoras hereby agree to indemnify and hold harmless the Released Parties, from any and all actions and causes of action, judgments, attorneys fees, executions, suits, debts, claims, demands, liabilities, obligations, damages and expenses of any and every character, known or unknown, direct and/or indirect, at law or in equity, of whatsoever kind or nature, whether heretofore or hereafter accruing, for or because of any matter or things done, omitted or suffered to be done prior to and including the date hereof, in any way directly or indirectly arising out of or in any way relating to the use of the easement area by Sikoras and/or Sikoras' contractors, invitees, agents, representatives, predecessors, successors and assigns.

6) Gawenda's Release and Indemnification.

Gawenda hereby releases, remises, acquits and forever discharges Sikora, together with their contractors, invitees, agents, representatives, predecessors, successors and assigns, (all of the foregoing referred to as the "Released Parties"), from any and all actions and causes of action, judgments, executions, suits, debts, claims, demands, liabilities, obligations, damages and expenses of any and every character, known or unknown, direct and/or indirect, at law or in equity, of whatsoever kind or nature, whether heretofore or hereafter accruing, for or because of any matter or things done, omitted or suffered to be done, prior to and including the date hereof, in any way directly or indirectly arising out of or in any way relating to use of the easement area by Gawenda and/or Gawenda's contractors, invitees, agents, representatives, predecessors, successors and assigns.

Gawenda hereby agree to indemnify and hold harmless the Released Parties, from any and all actions and causes of action, judgments, attorneys fees, executions, suits, debts, claims,



demands, liabilities, obligations, damages and expenses of any and every character, known or unknown, direct and/or indirect, at law or in equity, of whatsoever kind or nature, whether heretofore or hereafter accruing, for or because of any matter or things done, omitted or suffered to be done prior to and including the date hereof, in any way directly or indirectly arising out of or in any way relating to the use of the easement area by Gawenda and/or Gawenda's contractors, invitees, agents, representatives, predecessors, successors and assigns.

7) General Provisions

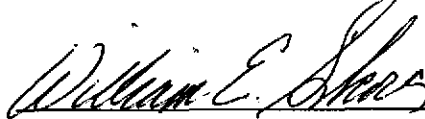
- a) This Easement shall be construed in accordance with the laws of the State of Washington.
- b) The subject headings of the paragraphs of this document are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.
- c) This Easement constitutes the entire agreement of the parties and supersedes all prior agreements or understandings between the parties with respect to the subject matter hereof. No changes may be made to this Easement unless such changes are made in writing, signed and acknowledged by all parties and recorded with the Skagit County Auditor's Office.
- d) The failure of either party to insist upon strict performance of any of the provisions of this Easement, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver but the same shall be and remain in full force and effect.
- e) The invalidity or unenforceability of any provision hereof shall not affect or impair any other provisions hereof;
- f) The Easement is to be held by the owner of the Gawenda Parcel and Sikora Parcel, their heirs and successors and assigns as appurtenant to the Gawenda Parcel and Sikora Parcel. The benefits, burdens and covenants of this Easement shall be deemed to run with the land and bind the owners of the Gawenda Parcel and Sikora Parcel, and their respective heirs, successors, and assigns and all persons possessing the property by, through and under the parties hereto and their respective heirs, successors and assigns.
- g) Both parties have had the opportunity to have this document reviewed by counsel of their choice. Both parties agree that no interpretation or construction shall be made with respect to this document based on which party drafted the document.



h) 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, including all such attorneys' fees and costs incurred on appeal, in bankruptcy or in post-judgment proceedings. 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.

DATED this 21st day of August, 2014.

  
JOHANNES "HANS" GAWENDA

  
WILLIAM E. SIKORA

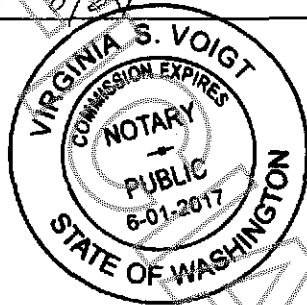
  
PAULETTE A. SIKORA



State of Washington )  
 ) ss  
County of Skagit )

I certify that I know or have satisfactory evidence that JOHANNES "HANS" GAWENDA is the person who appeared before me and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 8/21, 2014.

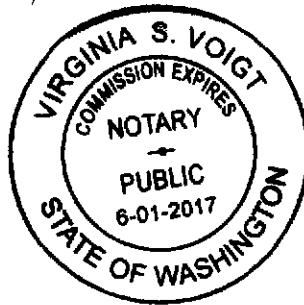


Virginia S. Voigt  
NOTARY PUBLIC  
Printed Name: VIRGINIA S. VOIGT  
My appointment expires: 6/1/17

State of Washington )  
 ) ss  
County of Skagit )

I certify that I know or have satisfactory evidence that WILLIAM E. SIKORA is the person who appeared before me and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: 8/21, 2014.



Virginia S. Voigt  
NOTARY PUBLIC  
Printed Name: VIRGINIA S. VOIGT  
My appointment expires: 6/1/17

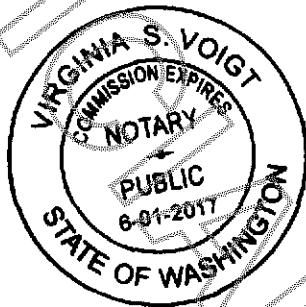
Easement for Shared Driveway



State of Washington )  
 ) ss  
County of Skagit )

I certify that I know or have satisfactory evidence that PAULETTE A. SIKORA is the person who appeared before me and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: 8/2, 2014.



Virginia S. Voigt  
NOTARY PUBLIC  
Printed Name: VIRGINIA S. VOIGT  
My appointment expires: 6/1/17

Easement for Shared Driveway



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Exhibit "A"  
Easement Area

A strip of land for an easement across lots 145, 146, 147, and 148 of Block 1, Subdivision 3, Lake Cavanaugh Subdivision, being 12 feet wide and lying 6 feet on each side of the following described line.

Beginning at a found rebar and cap, stamped LS 12716, at the Northwest corner of Lot 145, Block 1, Subdivision 3, Lake Cavanaugh Subdivision; thence North 83 degrees, 51 minutes, 00 seconds East to a rebar and cap stamped LS 12716 at the Northeast corner of lot 146 of said subdivision; thence continuing North 83 Degrees, 51 minutes 00 seconds East a distance of 91.28 feet; thence South 50 degrees, 22 minutes, 00 seconds East a distance of 15.53 feet to the true point of beginning.

Thence South 5 degrees, 34 minutes, 11 seconds West a distance of 26.59 feet to the beginning of a curve to the right having a radius of 33 feet;  
Thence along said curve through a central angle of 43 degrees, 52 minutes, 50 seconds;  
Thence South 49 degrees, 27 minutes, 00 seconds West a distance of 34.42 feet;  
Thence South 45 degrees, 23 minutes, 51 seconds West a distance of 9.38 feet;  
Thence South 41 degrees, 04 minutes, 29 seconds West a distance of 36.49 feet;  
Thence South 51 degrees, 42 minutes, 21 seconds West a distance of 14.24 feet;  
Thence South 59 degrees, 36 minutes, 19 seconds West a distance of 26.03 feet;  
Thence South 66 degrees, 38 minutes, 08 seconds West a distance of 43.38 feet;  
Thence South 68 degrees, 03 minutes, 07 seconds West a distance of 43.73 feet; to the beginning of a curve to the left having a radius of 16 feet;  
Thence along said curve through a central angle of 155 degrees, 28 minutes, 49 seconds;  
Thence South 87 degrees, 25 minutes, 42 seconds East a distance of 32.62 feet;  
Thence North 86 degrees, 54 minutes, 59 seconds East a distance of 44.37 feet;  
Thence North 88 degrees, 30 minutes, 52 seconds East a distance of 47.82 feet to the end of the easement.

The margins of said easement to be lengthened or shortened to end at the right of way of Cliff Road.

Easement for Shared Driveway



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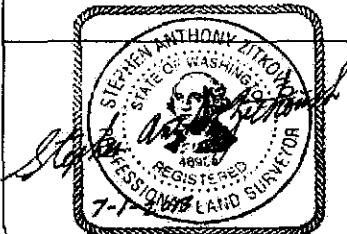
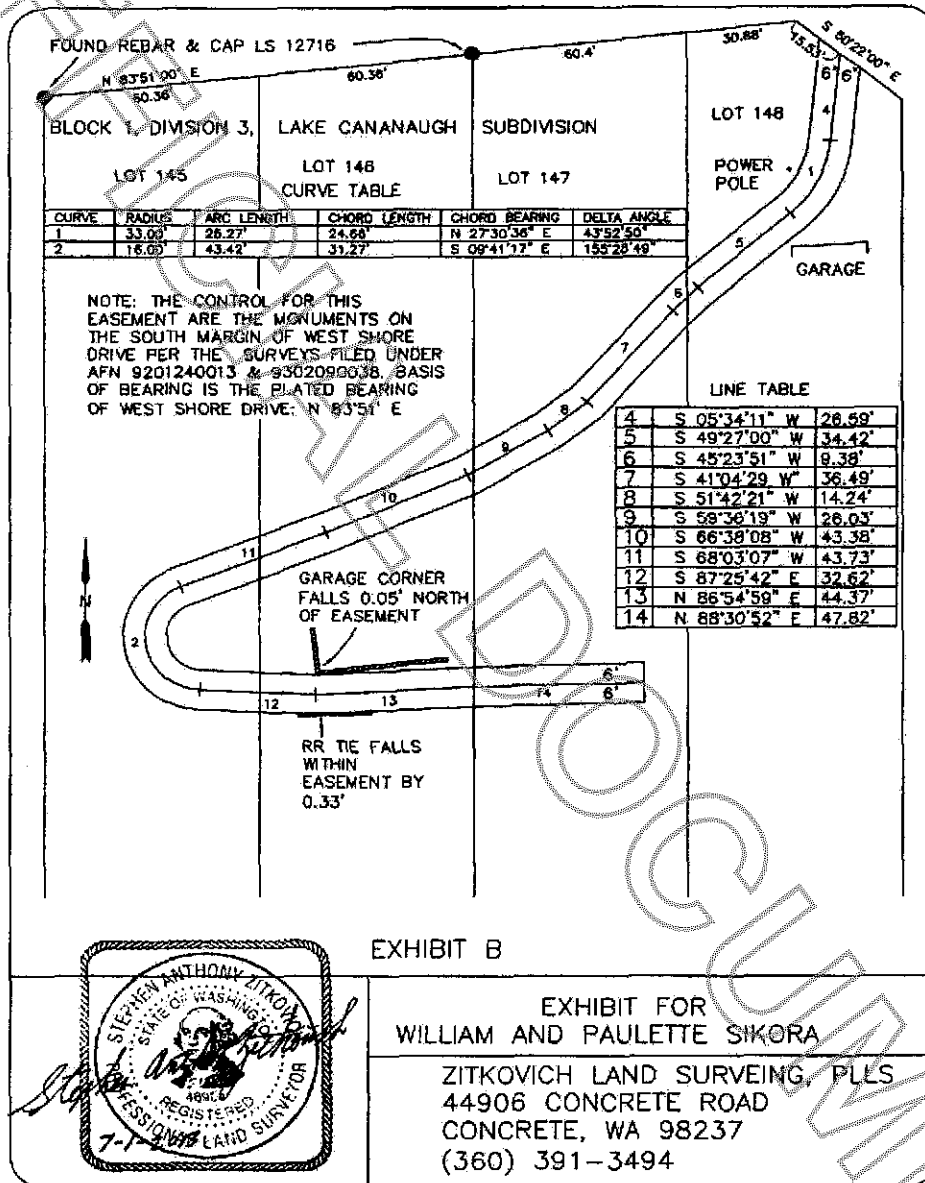
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Exhibit B  
Map of Easement Area



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Easement for Shared Driveway