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Skagit County Auditor

Filed for Record at request of
and return to:
Stiles Law Inc., P.S.
P.O. Box 228
Sedro-Woolley, WA 98284

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RECIPROCAL EASEMENT AGREEMENT

GRANTORS: BYK Construction, Inc.
Ken Hubbard and Patti Hubbard, a married couple


GRANTEES: BYK Construction, Inc.
Ken Hubbard and Pattie Hubbard, a married couple

Abbreviated Legal Description: NW Quarter Section 06 Township 33 Range 05

Skagit County Assessor's Tax Parcel Numbers: **P74725** 4136-005-010-0006; **P121482** 4136-005-005-0000

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

MAR 12 2019

Amount Paid \$
By  Skagit Co. Treasurer
Deputy

Filed for Record at request of
and return to:
Stiles Law Inc., P.S.
P.O. Box 228
Sedro-Woolley, WA 98284

Grantors: BYK Construction, Inc. (owner of P74725); Ken & Patti Hubbard (owner of P121482)
Grantees: BYK Construction, Inc. (owner of P74725); Ken & Patti Hubbard (owner of P121482)
LEGAL: Full legal descriptions found on Exhibits C & D of this document

Abbreviated: NW QUARTER SECTION 06 TOWNSHIP 33 RANGE 05.
APN # P74725; P121482

RECIPROCAL EASEMENT AGREEMENT

This Reciprocal Easement Agreement (this "Easement Agreement") is made as of February ____, 2019 by and between **BYK CONSTRUCTION, INC** ("BYK") a Washington Corporation and **KEN HUBBARD AND PATTI HUBBARD, a married couple** ("Hubbard").

RECITALS

WHEREAS, **BYK** owns certain real property located in Skagit County, Washington, being more particularly described on the attached Exhibit C ("BYK Property").

WHEREAS, **Hubbard** owns certain real property located in Skagit County, Washington, being more particularly described on the attached Exhibit D ("Hubbard Property").

WHEREAS, **BYK** and **Hubbard** ("Parties") desire to grant each other a perpetual, non-exclusive and mutually beneficial easement for ingress, egress and utilities, and the mutual maintenance thereof, over, under and across certain portions of the BYK Property and the Hubbard Property.

AGREEMENT

- 1. Grant of Easements.** Subject to the terms hereof, BYK, for and in consideration of the reciprocal easement granted below, hereby grants and conveys to Hubbard a perpetual, non-exclusive and mutually beneficial easement ("Hubbard Easement") for ingress, egress and utilities over, under and across that Northwesterly twenty (20') feet in width by fifty (50') feet in length portion of the BYK Property depicted on the map attached hereto as Exhibit B. Subject to the terms hereof, Hubbard, for and in consideration of the reciprocal easement granted above, hereby grants and conveys to BYK a perpetual, non-exclusive and mutually beneficial easement ("BYK Easement") for ingress, egress and utilities over, under and across that Southeasterly twenty (20') feet in width by fifty (50') feet in length portion of the Hubbard Property depicted on the map attached hereto as Exhibit B.

BYK and Hubbard convey unto each other the above easements with the understanding that the total easement area is a forty (40') foot by fifty (50') foot portion of real property ("Total Easement Area"), consisting of equal portions of each Parties' property and more particularly described on the attached Exhibit A.


Both the BYK Easement and Hubbard Easement shall be for the following purposes:

- a. For vehicular and pedestrian ingress to and egress to and from the Hubbard Property and BYK Property.
 - b. For the construction, installation, operation, maintenance, repair and replacement of utilities—including without limitation, water lines and systems, telephone and telecommunications lines and systems, gas lines and systems, sanitary sewer lines and systems, electrical lines and systems, storm sewers, drainage lines and systems, fiber optics and any other utility lines or systems hereafter developed to serve the Properties; provided, however, that all utility facilities will be installed underground or otherwise enclosed and will be installed, operated and maintained in a manner which will not unreasonably interfere with the use of the Properties or the paved road and sidewalk improvements under which such utility facilities are located.
- 2. Maintenance and Repair Obligations of Parties.** From and after the date of this Easement Agreement, except to the extent that such area might be operated and maintained by public authorities or utilities, the Parties shall equally, jointly and mutually perform or cause to be performed and pay all costs associated with all maintenance, repair and replacement on the Total Easement Area.
- 3. Definitions.** For purposes of this Declaration the following definitions shall apply:
- a. The terms "maintenance" and "repair" shall include restoring the easement surface area to its approximate original condition; removing snow, brush, tress, or other vegetation which may encroach on the easement area; and other tasks appropriate

to keeping the easement area open and available to the properties benefitted thereby.


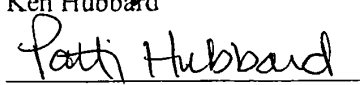
4. **Successors and Assigns.** This Easement Agreement and the easements agreed to herein shall run with the land and shall be binding upon and shall inure to the benefit of all future owners of the BYK Property and Hubbard Property subject hereto, their heirs, successors and assigns.
5. **Entire Agreement; Construction.** This Agreement sets forth the entire and complete agreement between the Parties with respect to the subject matter hereof. Any prior agreements, commitments, or representations, express or implied, between the Parties are superseded by this Easement Agreement. This Easement Agreement may be altered, amended, or repealed only by a written instrument executed by both Parties. No provisions of this Easement Agreement shall be construed against or interpreted to the disadvantage of any Party hereto by any court or governmental or jurisdictional authority by reason of such Party having been deemed to have structured, written, drafted or dictated such provisions. The Recitals to this Easement Agreement and the Exhibits attached hereto are incorporated herein by reference. The captions and headings of this Easement Agreement are for convenience only and shall not define, limit or describe the applicability, scope, meaning or intent of any provision of this Easement Agreement.

IN WITNESS WHEREOF, BYK has executed this Easement Agreement on the day and year written below


BYK Construction, INC.
Paul Woodmansee - President

3/11/18
Date

IN WITNESS WHEREOF, Ken and Patti Hubbard have executed this Easement Agreement on the day and year written below.


Ken Hubbard

Patti Hubbard

3-11-18
Date
3-11-18
Date

STATE OF WASHINGTON)

) ss.

COUNTY OF SKAGIT)

I hereby certify that I know or have satisfactory evidence that **Paul Woodmansee, President and representative of BYK Construction, INC., a Washington Corporation**, is the person who appeared before me, and acknowledged that he/she signed this instrument for that Corporation and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.



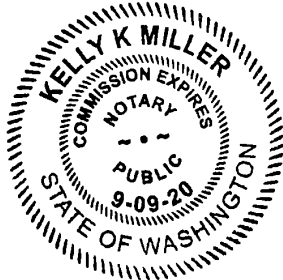
Kelly K. Miller
 NOTARY PUBLIC in and for the
 State of Washington
 residing at: Mount Vernon
 Commission expires: 9-9-2020

STATE OF WASHINGTON)

) ss.

COUNTY OF SKAGIT)

I hereby certify that I know or have satisfactory evidence that **Ken and Patti Hubbard**, are the people who appeared before me, and acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.



Kelly K. Miller
 NOTARY PUBLIC in and for the
 State of Washington
 residing at: Mount Vernon
 Commission expires: 9-9-2020

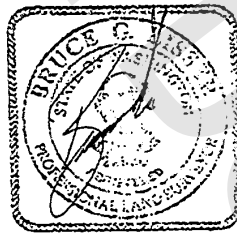
Exhibit "A"**Easement Description**

A 40.00 foot wide non-exclusive, mutually beneficial easement for ingress, egress and utilities and the mutual maintenance thereof, for the benefit of the Hubbard parcel, Skagit County Assessor's Parcel No. P-121482 and the BYK Construction, Inc. parcel, Skagit County Assessor's Parcel No. P-74725, over, under and across portions of Lots 5 and 6, Block 5, "Plat of Reserve Addition to the Town of Montborne" as per plat recorded in Volume 2 of Plats, page 59, records of Skagit County, Washington, said easement being 20.00 feet right (Northwesterly) and 20.00 feet left (Southeasterly) of the following described line:

Commencing at the intersection of the centerline of Therese Avenue (SR-9) and vacated Sheridan Avenue as shown on said "Plat of Reserve Addition to the Town of Montborne", and more recently depicted on those certain Record of Survey maps recorded under Skagit County Auditor's File Numbers 9401210047 and 201801230114, records of Skagit County, Washington:
thence South 43°01'21" East along the centerline of said Therese Avenue (SR-9) for a distance of 222.13 feet;
thence South 47°38'15" West parallel with the centerline of said vacated Sheridan Avenue, as shown on said Record of Survey maps recorded under Skagit County Auditor's File Numbers 9401210047 and 201810230114 for a distance of 40.00 feet to the Northeasterly line of said Lot 6, Block 5, "Plat of Reserve Addition to the Town of Montborne" and being the TRUE POINT OF BEGINNING of said line;
thence continue South 47°38'15" West for a distance of 50.00 feet to the terminus of said line.

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

Situate in the County of Skagit, State of Washington.



BC-19

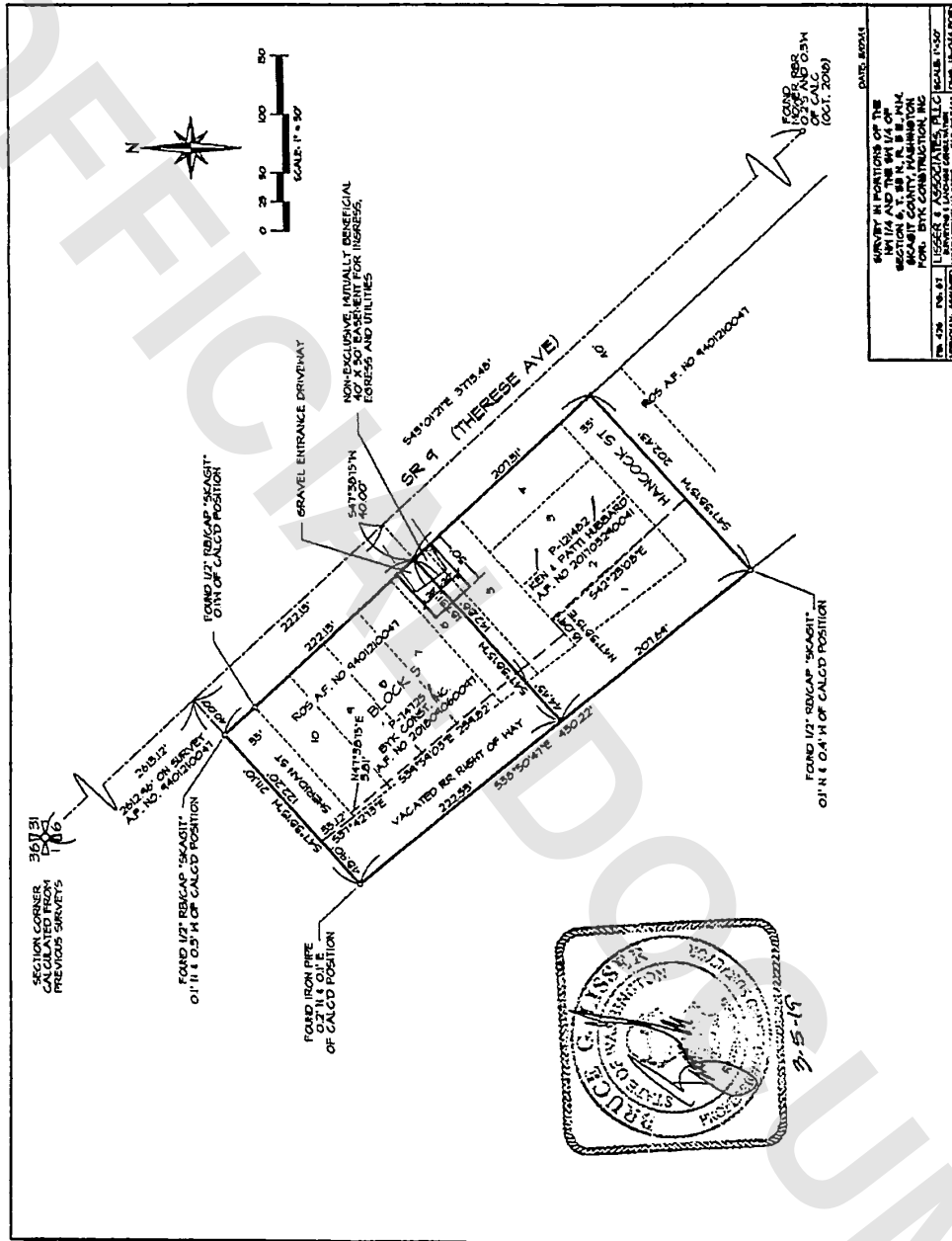


EXHIBIT "B"

EXHIBIT C**P74725 / 4136-005-010-0006:**

Parcel A:

That portion of the below described Tract "X" lying Northwesterly of the following described line:

Commencing at the intersection of the centerline of Therese Avenue (SR No. 9) and vacated Sheridan Avenue as shown on the "Plat of Reserve Addition to the Town of Montborne", recorded in Volume 2 of Plats, page 59, records of Skagit County, Washington and more recently depicted on that certain Record of Survey map recorded under Skagit County Auditor's File No. 9401210047, records of Skagit County, Washington;

Thence South $43^{\circ}01'21''$ East along the Centerline of said Therese Avenue (SR No. 9) for a distance of 222.13 feet to the true point of beginning of said line description;

Thence South $47^{\circ}38'15''$ West parallel with the centerline of said vacated Sheridan Avenue (as shown on said Record of Survey map recorded under Skagit County Auditor's File No. 9401210047, records of Skagit County, Washington) for a distance of 40.00 feet to the Northeasterly line of Lot 6, Block 5 said "Plat of Reserve Addition to the Town of Montborne";

Thence continue South $47^{\circ}38'15''$ West for a distance of 142.84 feet, more or less, to the Southwesterly line of said Lot 6, Block 5;

Thence continue South $47^{\circ}38'15''$ West for a distance of 44.46 feet, more or less, to the below described "RR" line and being the terminus of said line description.

Tract "X"

The Northwesterly Half of Hancock Street as said Street is shown on the "Plat of Reserve Addition to the Town of Montborne", in Skagit County, Washington as per plat recorded in Volume 2 of Plats, page 59, and the abutting railroad right of way commonly known as the Northern Pacific Railway (and originally conveyed to the Seattle Lakeshore and Eastern Railway) lying between the South line of Therese Avenue and line "RR" described as below.

TOGETHER WITH Lots 1 through 10 of Block 5 "Plat of Reserve Addition to the Town of Montborne", as per plat recorded in Volume 2 of Plats, page 59, records of Skagit County, Washington.

ALSO THAT portion of the 100 foot wide Railroad right of way commonly known as the Northern Pacific Railway (and originally conveyed to the Seattle Lakeshore and Eastern Railway) lying Easterly of the line "RR" described below and lying Easterly of that portion of the centerline of said right of way lying Northerly of line "RR" and lying between the Southwesterly extensions of the centerline of Sheridan Street and the

Northerly line of Hancock Street as said streets are delineated on the above referenced "Plat of the Reserve Addition to the Town of Montborne."

TOGETHER WITH that portion of Sheridan Street lying Southeasterly of the centerline and lying between Block 5 and Block 6, said "Plat of the Town of Monborne."

LINE RR

Beginning at a point on the North line of the South Half of Government Lot 6 of Section 6, Township 33 North, Range 5 East of the Willamette Meridian, which is midway between the centerline of the original 100 foot wide right of way of Seattle Lakeshore and Eastern Railway and the centerline of the last mainline tract of the Northern Pacific Railway as it existed in 1970;

Thence Northerly on a line drawn midway between the centerline of the original 100 foot right of way and the centerline of the above described mainline tract to the point of intersection of said centerlines, said point being the terminus of this line description.

Situate in Skagit County, Washington.

EXHIBIT D**P121482 / 4136-005-005-0000:**

Parcel B:

Tract "X"

The Northwestern Half of Hancock Street as said street is shown on the "Plat of Reserve Addition to the Town of Montborne", in Skagit County, Washington as per plat recorded in Volume 2 of Plats, page 59, and the abutting railroad right of way commonly known as the Northern Pacific Railway (and originally conveyed to the Seattle Lakeshore and Eastern Railway) lying between the South line of Therese Avenue and line "RR" described below.

TOGETHER WITH Lots 1 through 10 of Block 5 "Plat of Reserve Addition to the Town of Montborne", as per plat recorded in Volume 2 of Plats, page 59, records of Skagit County, Washington.

ALSO THAT portion of the 100 foot wide Railroad right of way commonly known as the Northern Pacific Railway (and originally conveyed to the Seattle Lakeshore and Eastern Railway) lying Easterly of the line "RR" described below and lying Easterly of that portion of the centerline of said right of way lying Northerly of line "RR" and lying between the Southwesterly extensions of the centerline of Sheridan Street and the Northerly line of Hancock Street as said streets are delineated on the above referenced "Plat of the Reserve Addition to the Town of Montborne."

TOGETHER WITH that portion of Sheridan Street lying Southeasterly of the centerline and lying between Block 5 and Block 6, said "Plat of the Town of Montborne."

Line RR

Beginning at a point on the North line of the South half of Government Lot 6 of Section 6, Township 33 North, Range 5 East of the Willamette Meridian, which is midway between the centerline of the original 100 foot wide right of way of Seattle Lakeshore and Eastern Railway and the centerline of the last mainline tract of the Northern Pacific Railway as it existed in 1970;

Thence Northerly on a line drawn midway between the centerline of the original 100 foot right of way and the centerline of the above described mainline tract to the point of intersection of said centerlines, said point being the terminus of this line description.

EXCEPTING from the above, described Tract "X", that portion thereof lying Northwesternly of the following lined line:

Commencing at the intersection of the centerline of Therese Avenue (SR No. 9) and vacated Sheridan Avenue as shown on the "Plat of Reserve Addition to the Town of Montborne", recorded in Volume 2 of Plats, page 59, records of Skagit County, Washington and more recently depicted on that certain Record of Survey map recorded under Skagit County Auditor's File No. 9401210047, records of Skagit County, Washington;

Thence South $43^{\circ}01'21''$ East along the Centerline of said Therese Avenue (SR No. 9) for a distance of 222.13 feet to the true point of beginning of said line description;

Thence South $47^{\circ}38'15''$ West parallel with the centerline of said vacated Sheridan Avenue (as shown on said Record of Survey map recorded under Skagit County Auditor's File No. 9401210047, records of Skagit County, Washington) for a distance of 40.00 feet to the Northeasterly line of Lot 6, Block 5 said "Plat of Reserve Addition to the Town of Montborne";

Thence continue South $47^{\circ}38'15''$ West for a distance of 142.84 feet, more or less, to the Southwesterly line of said Lot 6, Block 5;

Thence continue South $47^{\circ}38'15''$ West for a distance of 44.46 feet, more or less, to the below described "RR" line and being the terminus of said line description.

Situate in Skagit County, Washington.