

APR
After recording return to:
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Kathy Hill, Skagit County Auditor
1/27/2000 Page 1 of 3 4:17:54PM

**EXERCISE OF EASEMENT OPTION AND MODIFICATION
OF ROAD EASEMENT, CONSTRUCTION, AND MAINTENANCE AGREEMENT**

Reference Nos.: 9609250119
Section, Township, and Range: Section 14, T 34N, R 1E
Tax Parcel No./Account No.: 340114-3-001-0006
340114-3-001-0303
340114-3-005-0200

Grantor: Donald M. Caldwell
Grantees: Leigh Agler
Donald L. Slack

This agreement dated this 7 day of January, 2000, between LEIGH AGLER and DONALD L. SLACK, husband and wife, hereinafter "Grantees", and DONALD M. CALDWELL, a married man, as his separate property, hereinafter "Grantor".

RECITALS

1. Grantees herein are successors in interest to CHRISTOPHER A. GRATTON and GALE L. THOMAS, husband and wife, who executed an Easement Option Agreement with EXCHANGE PROPERTIES CORPORATION (a Washington Corporation "EPC") which successor in interest is DONALD M. CALDWELL. The Easement Option Agreement was recorded under Skagit County Auditor's File No. 9609250119 on September 25, 1996.
2. Grantees herein have elected to select Option three (3) under the Easement Option Agreement, to wit: a sixty foot (60') route with its centerline following a path as indicated on the Grading Permit Application Plan (submitted March 15, 1994, and as approved by Skagit County Public Works Department on March 30, 1994).

NOW THEREFORE, for the consideration cited herein and other valuable consideration, the receipt and value of which is hereby acknowledged by the parties, the parties agree as follows:

EXERCISE OF EASEMENT OPTION
AND MODIFICATION OF ROAD EASEMENT- Page 1 of 3

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1. **Exercise of Option.** Upon exercise of Option as three (3) under the Easement Option Agreement, Grantor shall prepare and execute an Easement Agreement granting and conveying to Grantees a perpetual **exclusive** easement for ingress, egress, and utilities along the sixty foot (60') route along the centerline of which is along a path described in paragraph C and Exhibit "C" of the original Easement Option Agreement referred to herein. In accordance with paragraph D of the Easement Option Agreement, Grantees shall execute quit claim deeds with respect to easements described in paragraphs 1 and 2 of the Easement Option Agreement.
2. **Maintenance.** The Road Easement, Construction, and Maintenance Agreement attached as Exhibit "D" to the original Easement Option Agreement shall be modified as follows:

Construction and maintenance costs shall be the sole responsibility of Grantees. Grantors shall have no responsibility with respect to construction and maintenance of said road except under the following conditions:

- a. Grantor shall not utilize the road for any purpose except for temporary purposes.
 - b. If, Grantor, its heirs, successors, or assigns builds a residence or dwelling unit that utilizes some portion of the newly constructed driveway, Grantor, its heirs, successors, or assigns shall agree to pay Grantees some portion or all of the amount of Six Thousand Five Hundred Dollars (\$6,500.00) plus interest at five percent (5%) per annum depending on the length of the driveway used, provided that the full length of the driveway will be determined based on the measured distance from the pre-existing roadway. Thereafter, Grantor shall share equally with Grantees all maintenance costs of the utilized portion of said roadway.
 - c. All other aspects of the Easement Option Agreement and the Road Easement, Construction, and Maintenance Agreement shall be in effect unless otherwise modified in writing, signed by the parties in interest.
3. Grantees acknowledge that exercise of the option and execution of this modification agreement does not in any way affect Grantor's fee ownership of the property over which the easement passes or upon which the road has been or will be constructed. The grant of easement shall not restrict Grantor from full use and enjoyment of the encumbered property so long as such use and enjoyment does not materially interfere with Grantees' use of the easement for its intended purpose or include access to a new dwelling unit except as permitted herein.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.



Donald M. Caldwell
DONALD M. CALDWELL

[Signature]
DONALD L. SLACK.

[Signature]
LEIGH AGLER
SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax

JAN 27 2000

Amount Paid \$0
Skagit Co. Treasurer
By [Signature] Deputy

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Donald L. Slack and Leigh Agler appeared personally before me, signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 2th day of January, 2000.

Laurie Hodgson
(PRINT NAME)
[Signature]
NOTARY PUBLIC
Residing at Anacortes WA
My Appointment Expires 8/19/00

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Donald M. Caldwell appeared personally before me, signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 19 day of January, 2000.



Ida Johansen
(PRINT NAME)
[Signature]
NOTARY PUBLIC
Residing at Woodinville Wa
My Appointment Expires 10/15/03