



200106080208
Skagit County Auditor

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Parcel No.: 350319-0-011-0010/P34486; 350319-0-011-0101/P34487
Legal Desc.: Lots 2 & 3, SP No. 32-87 in Gov. Lot 4, 19-35-3

LAND TITLE COMPANY OF SKAGIT COUNTY

097199E

**AGREEMENT FOR CONSTRUCTION, MAINTENANCE AND REPAIR
OF
COMMON EASEMENT**

THIS AGREEMENT made and entered into this 7th day of June, 2001, between Dorothy P. Huggins, Trustee of the Revocable Trust Agreement of Dorothy P. Huggins dated July 20, 2000, hereinafter called Huggins, and Elise C. Bishop, a single woman, as her separate property, hereinafter called Bishop, as follows:

WHEREAS;

A. Bishop is the owner of Lot 2, Short Plat No. 32-87, as more particularly described on Exhibit "A" attached hereto.

B. Huggins is the owner of Lot 3, Short Plat No. 32-87, as more particularly described on Exhibit "B" attached hereto.

C. Bishop and Huggins own properties appurtenant to and plan to use an easement for ingress, egress and utilities over, under and across the property described on Exhibit "C" attached hereto.

D. The parties desire to mutually participate in maintaining the above-described easement and to make certain other agreements in regards to said easement.

NOW, THEREFORE;

The parties agree as follows:

1. **COST OF CONSTRUCTION**: Bishop will bear the entire cost of construction of the roadway on the easement described in Exhibit "C". Huggins further agrees to allow Bishop to be able to harvest trees from the East 60 feet of Lot 3 and apply proceeds therefrom to the cost of construction. Huggins hereby covenants and agrees that the next owner of Lot 3, at closing, will re-imburse Bishop for the costs of construction of the roadway as follows:

One-half (½) of the costs of constructing the roadway over Lot 4 of said Short Plat and one-quarter (¼) of the costs of constructing the roadway over Lot 3 of said Short Plat.

Bishop agrees to present written proof of costs of construction to the future owner of Lot 3 at closing.

2. **REPAIR AND MAINTENANCE EXPENSE TO BE SHARED:** The parties agree that the costs and expenses of repairing and maintaining the above-described easement in a good and passable condition shall be shared between Bishop and the future owner of Lot 3.

2. **DETERMINATION OF NECESSITY:** The owners of Lots 2 and 3 shall determine annually, or more frequently as may be necessary, the extent of repairs and maintenance as shall be required and shall determine the extent of said repairs and maintenance to be accomplished.

3. **LIEN PROVISION:** It is understood that the maintenance and repair of said easement is for the benefit of all property owners and the property of any such owner failing to pay his/her proportionate share as provided for herein shall be subject to a lien and any property owner paying the share of a property owner who has failed to pay the same shall be entitled to a lien against the non-paying property owner, which may be foreclosed in the manner provided for foreclosure of mechanics liens.

4. **COVENANTS:** The agreements contained herein shall be binding upon the parties hereto and their heirs, successors, personal representatives/executors and assigns, and shall be construed as a covenant running with the lands described on Exhibits "A" and "B".

Dorothy P. Huggins Elise C. Bishop
Dorothy P. Huggins Elise C. Bishop
Trustee

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax

JUN 08 2001

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



200106080208
Skagit County Auditor

STATE OF WASHINGTON

County of Skagit

ss

I hereby certify that I know or have satisfactory evidence that Dorothy P. Huggins is the person who personally appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Trustee of the Revocable Trust Agreement of Dorothy P. Huggins, dated July 20, 2000, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated this 7th day of June, 2001.



Nancy Lea Cleave

Notary Public in and for the State of Washington, residing at Mount Vernon

Nancy Lea Cleave

My appointment expires 9-1-02

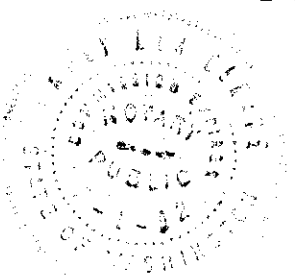
STATE OF WASHINGTON

County of Skagit

ss

I hereby certify that I know or have satisfactory evidence that Elise C. Bishop is the person who personally 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 this instrument.

Dated this 7th day of June, 2001.



Nancy Lea Cleave

Notary Public in and for the State of Washington, residing at Mount Vernon

Nancy Lea Cleave

My appointment expires 9-1-02



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Exhibit "A"

Lot 2, Short Plat No. 32-87, approved October 16, 1987, recorded October 20, 1987 in Book 7 of Short Plats, page 191, under Auditor's File No. 8710200011, and being a portion of Government Lot 4, Section 19, Township 35 North, Range 3 East, W.M.

Situate in the County of Skagit, State of Washington



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, Skagit County Auditor

Exhibit "B"

Lot 3, Short Plat No. 32-87, approved October 16, 1987, recorded October 20, 1987 in Book 7 of Short Plats, page 191, under Auditor's File No. 8710200011, and being a portion of Government Lot 4, Section 19, Township 35 North, Range 3 East, W.M.

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Exhibit "C"

A non-exclusive easement for ingress, egress and utilities over, under and across the East 60 feet of Lots 3 and 4, Short Plat No. 32-87, approved October 16, 1987, recorded October 20, 1987 in Book 7 of Short Plats, page 191, under Auditor's File No. 8710200011, and being a portion of Government Lot 4, Section 19, Township 35 North, Range 3 East, W.M.

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