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Filed for Record at Request of:
Gary T. Jones
Jones & Smith
P.O. Box 1245
Mount Vernon WA 98273



200110040016
Skagit County Auditor

10/4/2001 Page 1 of 7 9:40:32AM

Grantor: JAY LUND, a single man.
Grantee: CHARLES G. PETERSEN

Legal Description: PTN LOT 58 ANACO BEACH, PTN 34-35-1/ 35-35-1

Parcel Nos.: P61862; P32593

EMERGENCY ACCESS AND UTILITY EASEMENT

Grantor, Jay Lund, a single man, owner of premises described in Exhibit A attached hereto, hereinafter "the burdened premises", for and in consideration of the mutual benefits to be derived by the parties hereto, grants, warrants and conveys to Charles G. Petersen, who also appears of record as Charles Peterson, owner of Tract 2, Skagit County Short Plat No. 114-78 approved September 30, 1980, recorded under Skagit County Auditor's File No. 8010020002, on October 2, 1980 in Book 4 of Short Plats, page 185; being a portion of Lot 58, "ANACO BEACH, SKAGIT COUNTY, WASHINGTON", as per plat recorded in Volume 5 of Plats, page 4, records of Skagit County, Washington, situate in the County of Skagit, State of Washington, hereinafter the "benefited premises", a perpetual emergency access and utility easement over the premises described in Exhibit "A", which shall run with the land and be binding upon the grantor, grantee, and their respective successors and assigns. The foregoing easement shall be subject to the following terms and conditions:

1. Use. Easement corridor may be used for a utility trench provided that prior to excavation, all permits necessary for the work and all contacts with existing utility providers and locating service have been completed and the work is done in accordance with the terms of the subject permits and any temporary or permanent erosion and sedimentation control required as conditions. Utility trenching and line placement shall, to the extent practical, be made on the centerline of the road

within the easement corridor. Fire, law enforcement and/or medical emergency personnel shall have the right to use the easement as an alternate access to the benefited premises, and both the Grantor and the Grantees undertake to make available access to the easement premises for emergency use by fire, law enforcement and/or medical units as needed. Skagit County Road Standards, version 4.0, November 5, 1999, require a minimum 12-foot driving surface. Construction of this emergency access and utility easement shall be done in accordance with Skagit County Road Standard 3.08 and orders of the Fire Marshal varying that standard. A road no larger than 12-feet in width is authorized by this easement.

2. Barrier. A locked barrier will be installed at the west end of the Lund property, Division 4 of The Pointe, which shares a common boundary with Lots 57 and 58, ANACO BEACH above described. Keys shall be made available at the cost of the benefited parties to fire, law enforcement and medical units with jurisdiction over the benefited premises and access may be provided by the benefited parties to utility service providers, including without limitation, water, electric power, telephone, cable, natural gas and other providers who now or in the future plan or carry out utility extensions to serve the benefited premises or the Lund property, Division 4 of The Pointe.

3. Maintenance. After construction, all maintenance of the road within the easement corridor and barrier shall be the responsibility of the owners of the benefited premises. Petersen and Alexander, and their respective successors and assigns, except to the extent that development of The Pointe, Division 4, causes any change in the original installation to accommodate the needs of the benefited premises. The owners of the benefited premises, their successors and assigns, however, shall be responsible for cutting grass and maintaining the road within the easement corridor in a suitable state for its intended purposes. When utility and access installation work has been done and the gravel surface has satisfied the requirements of Skagit County Road Standards as defined above, Grantees shall place a thin layer of soil on the road surface, hydroseed it with the seed mix used on San Juan Boulevard and ensure the road becomes and remains grass covered.

4. Initial Cost. Petersen shall be responsible for an equal share of costs of the utility line extension from their origins in San Juan Boulevard, across San Juan Boulevard, and along the easement corridor to the common boundary between Division 4 and Lots 57 and 58. Petersen shall pay his proportionate share of the utilities ordered by that party. All



costs associated with the construction of the emergency access road and utility easement shall be shared equally between the Grantees. Utility line extension costs within San Juan Boulevard, except for any excess costs that may accrue due to the utility service being extended to Petersen, shall be paid for by the Grantor, Jay Lund.

5. View Protection. As a reciprocal view easement for the benefit of Division 4 of The Pointe, Jay Lund, and his successors in interest; Petersen, for himself and for his successors and assigns, promise to cooperate with the selective pruning and tree removal which will maintain or provide ocean views over and through the benefited premises defined above, for the benefit of Division 4 of The Pointe. Petersen, for himself and for his successors and assigns, agrees to protect native growth on the benefited premises and agrees to forego any forest management practice which would result in clear-cutting or severely damaging the native vegetation of the benefited premises. Any labor done by the benefited premises owners to prune or remove trees for ocean view maintenance shall be done at no charge to Lund or his successors in Division 4 of The Pointe, provided, that forestry professionals or arborists engaged by Jay Lund or his successors to direct or carry out selective pruning and occasional tree removal for view maintenance will be paid by Jay Lund or the successors of Jay Lund owning in Division 4 of The Pointe. Any access for this purpose shall be by mutual consent, in advance, in person or by 30 days mailed notice of intent to exercise the right to selectively prune or on rare occasions, to remove an individual tree, mutual consent preferable when possible. This right to preserve and enhance views for the benefit of Division 4 of The Pointe over the otherwise defined benefited premises (i.e., Alexander's and Peterson's) shall run with the lands of all and be enforceable in law and equity as a view easement with the restrictive and permissive covenants defined herein binding the heirs, successors and assignees of the otherwise defined benefited premises.

6. Liability. Each party receiving benefits from the above described easement and its reciprocal view easement, shall exercise its rights prudently with due regard for the impact on adjoining property. The easement holder agrees to indemnify and hold harmless the burdened premises owner from damages by maintaining owner's insurance coverage and requiring contractors to insure against all hazards associated with the work. Both burdened and benefited premises owners agree to make their best efforts to assure the intended emergency access for fire, law enforcement and/or medical purposes, but the failure of service due to lost keys, malfunctioning of a barrier due to unintentional acts which may amount to negligence, shall not give




rise to liability between the Grantor and the Grantee or vice versa.

The grant of the foregoing Emergency Access and Utility Easement and its reciprocal view easement, are entered into without any commitment to expand the use of the Emergency Access and Utility Easement, either in its size or purpose. The parties agree to discourage public use of the easement premises in any manner which would interfere with the peaceful enjoyment of their respective property and reserved rights.

In the event any party's exercise of their rights herein granted results in a lien on another's property (for example, a mechanic's or materialman's lien), the affected property owner shall have a lien on the property of the party causing the resulting lien equal to the amount of the resulting lien, together with costs, including attorney's fees, for having to deal with the resulting lien. The lien in favor of the affected property owner shall be enforceable as provided in paragraph 5, above.

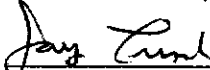
In any action to enforce the rights and/or obligations of the parties bound hereby, the substantial prevailing party shall be entitled to his or her attorney's fees and costs.

Dated this 3 day of October, 2001.



CHARLES G. PETERSEN

THE POINTE, DIVISION 4:



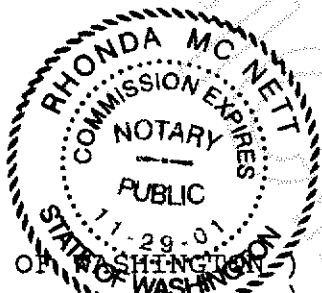
JAY LUND



STATE OF WASHINGTON)
)
County of Skagit) ss.

On this 3rd day of October, 2001, before me, the undersigned, personally appeared CHARLES G. PETERSEN, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged to me that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 3rd day of October, 2001.



Rhonda McNett
Notary Public in and for the State
of Washington, residing at Anacortes, Wa.
My commission expires: 11/29/01

STATE OF WASHINGTON)
)
County of Skagit) ss.

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Easement
SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax

OCT 04 2001

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



200110040016
Skagit County Auditor

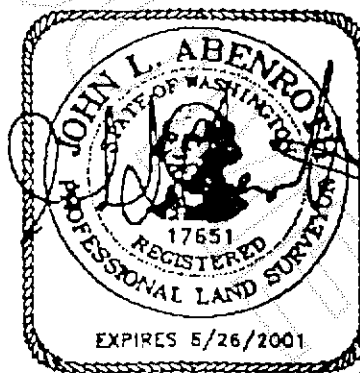
**LEGAL DESCRIPTION
FOR CHARLES PETERSEN OF
EMERGENCY VEHICLE ACCESS EASEMENT**

January 29, 2001

An easement for construction, operation and maintenance of an emergency vehicle access over across and through that portion of the southwest quarter of the northwest quarter of Section 35, Township 35 North, Range 1 East, W.M., and the southeast quarter of the northeast quarter of Section 34, Township 35 North, Range 1 East, W.M., described as follows:

Beginning at a point on the west line of said Section 35 which lies N 1°05'10"E, a distance of 929.87 feet from the southwest corner thereof which point is the point of curvature of a non-tangent curve concave to the northwest from which the radius point bears N 2°36'24"W, a distance of 120.00 feet; thence northeasterly along said curve through a central angle of 69°49'06", an arc distance of 146.23 feet to the point of reverse curvature with a curve having a radius of 95.00 feet; thence northeasterly along said curve through a central angle of 52°04'57", an arc distance of 86.36 feet to the point of compound curvature with a curve concave to the south having a radius of 20.00 feet; thence easterly along said curve through a central angle of 69°50'19", an arc distance of 24.38 feet to the west line of that certain 60 foot wide easement described in AF#9905070125 and shown on survey recorded under AF#200101110140, records of Skagit County, Washington; thence N 42°59'23"E along the west line of said 60 foot easement, a distance of 31.26 feet to a point of curvature of a non-tangent curve concave to the south from which the radius point bears S 31°27'10"W, a distance of 50.00 feet; thence westerly along said curve through a central angle of 51°47'42", an arc distance of 45.20 feet; thence S 69°39'28"W, a distance of 7.42 feet to the point of curvature of a curve concave to the southeast having a radius of 115.00 feet; thence southwesterly along said curve through a central angle of 52°04'57", an arc distance of 104.54 feet to the point of reverse curvature with a curve having a radius of 100.00 feet; thence southwesterly along said curve through a central angle of 55°16'16", an arc distance of

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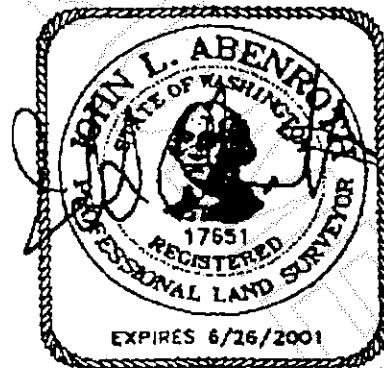
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96.47 feet to the point of compound curvature with a curve concave to the northeast having a radius of 20.00 feet; thence northwesterly along said curve through a central angle of $114^{\circ}29'06''$, an arc distance of 39.96 feet; thence $N 74^{\circ}40'43''W$, a distance of 20.00 feet; thence $S 15^{\circ}30'27''W$, a distance of 35.82 feet; thence $S 15^{\circ}51'40''W$, a distance of 32.31 feet; thence $S 71^{\circ}14'36''E$, a distance of 20.00 feet; thence $N 18^{\circ}45'25''E$, a distance of 7.62 feet to the point of curvature of a curve concave to the southeast having a radius of 20.00 feet; thence northeasterly along said curve through a central angle of $69^{\circ}34'48''$, an arc distance of 23.94 feet to the point of beginning of this description.

Situated in Skagit County, Washington.



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