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Skagit County Auditor

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AFTER RECORDING MAIL TO:

Graham & Dunn PC
1420 Fifth Avenue, 33rd Floor
Seattle, WA 98101
Attn: Janene A. Collins

Document Title(s):

FIRST AMERICAN TITLE CO,

70271 (4)

1. Reciprocal Easement and Maintenance Agreement

Reference Number(s) of Documents assigned or released: None

Grantors:

1. Charles H. Barefield
2. Robin J. Barefield

Grantee:

1. Duane Knapp

Abbreviated Legal Description as follows:

1. Ptn Tracts 34 and 35 ANACO BEACH (P111195 and P32512)
2. Ptn Lot 35, Lot 36, and Ptn Lot 37 ANACO BEACH, together with tidelands (P61845 and P32513)

Complete legal descriptions are on Exhibits A and B of document

Assessor's Property Tax Parcel/Account Number(s):

1. 3858-000-035-0005 (P111195) and 350134-0-004-0004 (P32512)
2. 3858-000-037-0004 (P61845) and 350134-0-005-0003 (P32513)

After Recording return to:

Duane E. Knapp
2415 T Avenue, Suite 210
Anacortes, Washington 98221

Charles H. Barefield
11168 Marine Drive
Anacortes, WA 98221

RECIPROCAL EASEMENT AND MAINTENANCE AGREEMENT

THIS RECIPROCAL EASEMENT AND MAINTENANCE AGREEMENT (the "Agreement"), is made by and between **CHARLES H. BAREFIELD and ROBIN J. BAREFIELD**, husband and wife ("BAREFIELD"), and **DUANE KNAPP**, an individual together with **LEONA FRANCIS KNAPP**, an individual (collectively, "KNAPP") (the "Agreement").

RECITALS

A. BAREFIELD is the owner of certain real property commonly known as **11168 Marine Drive, Anacortes, Washington 98221** (hereinafter referred to as "Property 1") which is referenced as Tax Parcels P111195 and P32512 and more particularly described as follows:

Legal description is attached hereto as Exhibit A which, by this reference, is incorporated herein.

B. KNAPP is the owner of certain real property adjacent to Property 1 which is referenced as Tax Parcels P61845 and P32513 (hereinafter referred to as "Property 2") which is more particularly described as follows:

Legal description is attached hereto as Exhibit B which, by this reference, is incorporated herein.

C. KNAPP desires to acquire certain rights in Property 1 for the benefit of Property 2, and BAREFIELD desires to acquire certain rights in Property 2 for the benefit of Property 1.

NOW, THEREFORE, in and for mutual covenants herein and other good and valuable consideration which has been acknowledged and received, the parties agree as follows:



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AGREEMENT

1. **Grant of Easement.** BAREFIELD and KNAPP hereby grant to each other the following easement:

a. **Definitions**

- i. "Driveway" means that certain real property, paved or unpaved, that meanders across and along both Property 1 and Property 2 that corresponds to the legal description attached hereto as Exhibit C and is the subject of this Agreement.
- ii. "Driveway Purposes" means ingress and egress from and to Property 1 and Property 2, including temporary stopping, standing and parking on the Driveway, in such a manner so as not to block ingress and egress along any portion of the Driveway, by either party hereto or their respective representatives, employees, licensees and invitees, and the construction, maintenance and repair (including reconstruction) of utilities located with the Driveway.

b. **Driveway as Easement.** BAREFIELD and KNAPP hereby grant each other an easement in the location of the Driveway for Driveway Purposes. BAREFIELD and KNAPP shall have the free and uninterrupted access and enjoyment of the Driveway.

2. **Easement to Run with Land.** This grant of easement shall run with the land and shall be binding on and shall inure to the benefit of the parties to this Agreement, their respective heirs, successors, or assigns.

3. **Maintenance of Easement.** BAREFIELD and KNAPP shall be jointly responsible for all maintenance, repair or reconstruction of the easement which is caused by general wear and tear or by an act of god. With respect to damage which is caused specifically by BAREFIELD or KNAPP, or their respective family members, agents, employees invitees, successors and assigns, the party causing such damage shall be solely responsible for all such repairs at their sole cost and expense.

4. **Right of Access for Maintenance.** The parties acknowledge that they shall each have a right of access onto Property 1 and Property 2 to perform such maintenance and repairs as required under this Agreement.

5. **Failure of Contribution.** In the event either party fails to maintain and repair the easement, or the party causing damage to the easement fails to perform repairs for damage caused by that party, the other party may perform such repairs and maintenance at its sole



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election and discretion and shall have a right of reimbursement against the non-performing party. It is agreed that such unpaid amounts shall accrued interest at the rate of eight percent (8%) until paid in full by the non-contributing party.

6. **Indemnity and Hold Harmless.** With the exception of the obligations of the parties which are set forth herein, BAREFIELD and KNAPP hereby agree to release, defend, indemnify and hold each other harmless from and against all liabilities, damages, causes of action, and/or costs and expenses, including attorneys' fees, arising from and relating to their respective use of the easement, or that of their respective family members, agents, employees invitees, successors and assigns.

7. **Good Faith.** The parties agree to exercise their best efforts in good faith to perform their respective obligations hereunder and/or to resolve any disputes which may arise concerning this Agreement or the subject matter hereof.

8. **Disputes; Attorneys Fees.** In the event of any controversy, claim, or dispute relating to this Agreement or its breach, the most prevailing party shall be entitled to recover its reasonable attorneys' fees, and costs, whether or not suit is commenced.

9. **Governing Law.** It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Washington.

10. **Notices.** Any notice provided for or concerning this agreement shall be in writing and be deemed sufficiently given when sent by certified or registered mail if sent to the last known home address of each party.

11. **Entire Agreement.** This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

12. **Modification of Agreement.** Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.



KNAPP:

James Knapp

DUANE KNAPP

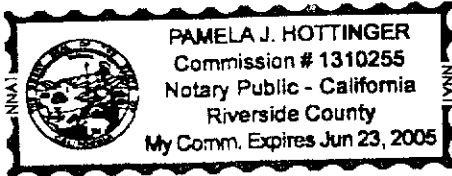
Leona Francis Knapp

LEONA FRANCIS KNAPP, by Duane Knapp,
her attorney in fact

STATE OF California)
) ss.
COUNTY OF Riverside)

On this day personally appeared before me **Duane Knapp, an individual**, to me known or upon satisfactory evidence is shown to be the individual described in and who executed the within and foregoing instrument, and acknowledged the execution of the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and seal this 19 day of September, 2002.

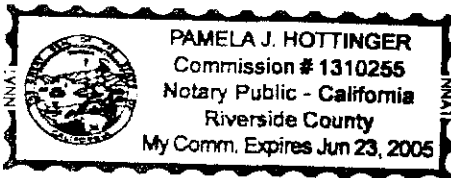


Pamela J. Hottinger
Notary Public in and for the State of California
Residing at: LA Quinta CA
My appointment expires: 6-23-05

STATE OF California)
) ss.
COUNTY OF Riverside)

I certify that I know or have satisfactory evidence that **Duane Knapp, an individual**, is the person who appeared before me, and said person acknowledged that he signed this instrument as the attorney in fact of **Leona Francis Knapp, an individual**, and acknowledged it to be the free and voluntary act of said person for the uses and purposes therein mentioned.

GIVEN under my hand and seal this 19 day of September, 2002.



Pamela J. Hottinger
Notary Public in and for the State of California
Residing at: LA Quinta CA
My appointment expires: 6-23-05



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EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY 1:

THE SOUTHERLY 37.07 FEET, AS MEASURED ALONG THE WEST LINE OF TRACT 34 AND ALL THAT PORTION OF TRACT 35, "ANACO BEACH", ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 5 OF PLATS, PAGE 4, RECORDS OF SKAGIT COUNTY, WASHINGTON, LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE EAST LINE OF SAID TRACT 35 AT A POINT 75 FEET SOUTH, AS MEASURED AT RIGHT ANGLES, FROM THE NORTH LINE OF THE SOUTHERLY 37.07 FEET, AS MEASURED ALONG THE WESTERLY LINE OF TRACT 34; THENCE SOUTH 89 DEGREES 56'00" WEST 128'; THENCE SOUTH 45 DEGREES WEST TO A POINT WHICH IS 92 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES TO THE NORTH LINE OF THE SOUTHERLY 37.07 FEET; AS MEASURED ALONG THE WEST LINE OF SAID TRACT 34; THENCE SOUTH 89 DEGREES 56'00" WEST A DISTANCE OF 68 FEET, TO THE WEST LINE OF SAID TRACT 35 AND THE TERMINUS OF SAID LINE;

TOGETHER WITH THAT PORTION OF TRACT 1, PLAT 2, TIDE AND SHORE LANDS OF SECTION 34, TOWNSHIP 35 NORTH, RANGE 1 EAST, W.M., ANACORTES HARBOR, AS SHOWN ON THE OFFICIAL MAP THEREOF IN THE OFFICE OF THE STATE LAND COMMISSIONER AT OLYMPIA, WASHINGTON, LYING IN FRONT OF, ADJACENT TO, OR ABUTTING UPON THAT PORTION OF THE HEREINABOVE DESCRIBED PROPERTY LYING WITHIN THE SOUTHERLY 1/2 OF TRACT 35, "ANACO BEACH", ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 5 OF PLATS, PAGE 4, RECORDS OF SKAGIT COUNTY, WASHINGTON.



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EXHIBIT "B"

LEGAL DESCRIPTION OF PROPERTY 1:

PARCEL A: TRACT 35 AND THE SOUTHERLY 37.07 FEET OF TRACT 34, MEASURED ON THE WEST LINE OF SAID TRACT, "ANACO BEACH", ACCORDING TO THE PLAT RECORDED IN VOLUME 5 OF PLATS, PAGE 4, RECORDS OF SKAGIT COUNTY, WASHINGTON.

TOGETHER WITH THAT PORTION OF TRACT 1, PLAT 2, TIDE AND SHORE LANDS OF SECTION 34, TOWNSHIP 35 NORTH, RANGE 1 EAST, W.M., ANACORTES HARBOR, AS SHOWN ON THE OFFICIAL MAP THEREOF IN THE OFFICE OF THE STATE LAND COMMISSIONER AT OLYMPIA, WASHINGTON, LYING IN FRONT OF, ADJACENT TO, OR ABUTTING UPON THE SOUTHERLY HALF OF TRACT 35, "ANACO BEACH", ACCORDING TO THE PLAT RECORDED IN VOLUME 5 OF PLATS, PAGE 4, RECORDS OF SKAGIT COUNTY, WASHINGTON.

PARCEL B: TRACT 36 AND THE NORTH 14.64 FEET OF TRACT 37, "ANACO BEACH", ACCORDING TO THE PLAT RECORDED IN VOLUME 5 OF PLATS, PAGE 4, RECORDS OF SKAGIT COUNTY, WASHINGTON.

TOGETHER WITH THAT PORTION OF TRACT 1, PLAT 2, TIDE AND SHORE LANDS OF SECTION 34, TOWNSHIP 35 NORTH, RANGE 1 EAST, W.M., ANACORTES HARBOR, AS SHOWN ON THE OFFICIAL MAP THEREOF IN THE OFFICE OF THE STATE LAND COMMISSIONER AT OLYMPIA, WASHINGTON, LYING IN FRONT OF, ADJACENT TO, OR ABUTTING UPON TRACT 36 AND THE NORTH 14.64 FEET OF TRACT 37, "ANACO BEACH", ACCORDING TO THE PLAT RECORDED IN VOLUME 5 OF PLATS, PAGE 4, RECORDS OF SKAGIT COUNTY, WASHINGTON.



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EXHIBIT "C"

DESCRIPTION OF DRIVEWAY EASEMENT:

AN EASEMENT FOR INGRESS AND EGRESS ALONG AN EXISTING GRAVEL DRIVEWAY AS IT EXISTED ON SEPTEMBER 10, 2002, TOGETHER WITH THE AREA BETWEEN THE TERMINUS OF THE EXISTING GRAVEL DRIVEWAY AND THE BOUNDARY OF LOT 35 AND LOT 36.

SAID EASEMENT BEGINS AT THE WESTERLY RIGHT OF WAY WITH MARINE DRIVE AND THE EASTERLY BOUNDARIES OF LOTS 36 AND 37 OF ANACO BEACH TRACTS AS RECORDED IN VOLUME 5 OF PLATS, ON PAGE 4, RECORDS OF SKAGIT COUNTY, WASHINGTON. THENCE NORTHERLY ALONG LOTS 37, 36, 35 AND 34, THENCE SOUTHERLY TO THE BOUNDARY OF LOT 35 AND LOT 36, ALL IN SAID PLAT OF ANACO BEACH AS RECORDED IN VOLUME 5 OF PLATS, ON PAGE 4, RECORDS OF SKAGIT COUNTY, WASHINGTON.

TOGETHER WITH AN EXISTING EASEMENT AS RECORDED UNDER AUDITOR'S FILE NUMBER 970130097, RECORDS OF SKAGIT COUNTY, WASHINGTON.



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