

When Recorded, return to

Jonathan Millenaar
P.O. Box 2156
Mount Vernon, WA 98273



200408120110

Skagit County Auditor

8/12/2004 Page 1 of 4 2:59PM

Driveway Easement Agreement

Grantor(s) /Assignor(s)

Wayne Faber

Grantee(s) /Assignee(s)

Jonathan W. Millenaar and Elizabeth C. Millenaar, husband and wife

Legal Description:

LOT 7, "REVISED LAKELAND ACRES," AS PER PLAT RECORDED IN VOLUME 14 OF PLATS, PAGES 5 AND 6, RECORDS OF SKAGIT COUNTY, WASHINGTON, owned by Grantee(s)/Assignee(s)

THE WEST HALF OF TRACT 2 OF SKAGIT COUNTY SHORT PLAT NUMBER 93-78 AUDITOR FILE NUMBER 890300 WHICH IS A PORTION OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, also known as 23502 Bulson Road, Mount Vernon, Washington, owned by Grantor(s)/Assignor(s)

Assessor's Assigned Parcel Number(s)

P83086, owned by Grantee(s)/Assignee(s)

P17730, owned by Grantor(s)/Assignor(s)

The Grantor(s), Wayne Faber for and in consideration of the mutual benefits to be derived therefrom, **Grants to Jonathan W. Millenaar and Elizabeth C. Millenaar**, husband and wife **the Grantees**, and to their heirs, successors and assigns forever, an easement to the existing private bridge over Fisher Creek, along with, and including the related driveway approaches to the bridge, located on P17730.

The purpose for this easement is to provide free and open perpetual access to Parcel 83086 owned by the Grantees over that portion of the existing driveway, and the existing bridge over Fisher Creek, owned by the Grantor, located on Parcel 17730. The easement is described as follows:

Following along North line of Parcel 17730, beginning 100 feet M/L West of the NE corner of Parcel 17730, thence West along North line of said Parcel 17730, approx. 280

feet M/L, thence South 30 feet M/L, thence East 280 feet M/L parallel with the North line of said Parcel 17730 thence North 30 feet M/L to point of beginning.
See Attachment "A."

Maintenance - to the Bridge and/or driveway approaches to the bridge, within the easement, shall be shared in common, and/or as agreed to in writing by the parties to this agreement. In the event either party to this agreement damages the bridge or easement in excess of normal wear and tear the party responsible for the damage shall be the party responsible for the repair.

Any action or decision to improve, repair, or provide general maintenance to the easement, or the bridge structure, shall have prior approval in writing, by the parties, and include the agreed upon cost and/or labor to be divided between the parties. Any improvement to the easement or bridge structure not required for normal repair or general maintenance, such as aesthetics, will be made totally by the Grantor and the Grantor need not seek the advice nor approval of the Grantees.

Liability - The Grantor is to be held harmless from all liability that occurs on the easement that is caused by, to or from those affiliated with the Grantee(s).

Arbitration - The parties, their heirs, successors, and assigns, agree to exercise their best faith effort to abide by the intent and purpose of this agreement. Any disagreement between the parties, arising from the interpretation of this agreement, or from the need to improve, repair, or to provide general maintenance to the easement, or the bridge structure, or disagreement arising from the costs relating thereto, must be settled by Arbitration, under the Rules of Mandatory Arbitration, for Skagit County, Washington. The result and decision of such Arbitration, regardless of the nature of the dispute or disagreement between the parties shall be recorded, and the amount or costs in controversy shall be final and binding on the parties, their heirs, successors, and assigns, and may not be further appealed or adjudicated. The prevailing party shall be entitled to a reasonable award for any expenses, fees, or costs incurred, to initiate Arbitration.

Successors and Assigns - The free and unmolested use and access to the above described driveway easement and bridge, shall be kept open perpetually for the free use of and benefit of the parties hereto. The benefits, burdens, and covenants created by this Agreement, and the easement herein, shall run with the land and bind the respective parcel covered by said easement and the parties hereto, their respective heirs, successors, and assigns and all persons possessing the property by, through or under the parties hereto, and their respective heirs, successors, and assigns.



In Witness Whereof, the parties have hereunto set (his, her, their) hand(s) and seal(s), this 11th day of August the year AD 2004.

Wayne L. Faber
Grantor

Jon Millenaar
Grantee

Jon Millenaar
Grantee

Easement
SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax

AUG 12 2004

Amount Paid \$0
Skagit County Treasurer
Deputy
By: *[Signature]*

This is to Certify, that on this 11th day of August AD 2004, before me, the undersigned, a Notary Public in and for the State Washington, duly commissioned, and sworn, personally appeared before me:

Jonathan & Elizabeth Millenaar and Wayne L. Faber,

to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that JM + EM signed the same as WF free and voluntary act and deed, for the uses and purposes herein mentioned.

Witness my hand and official seal, the day, month, and the year first above written.

Given under my hand and official seal this 11th day of August.

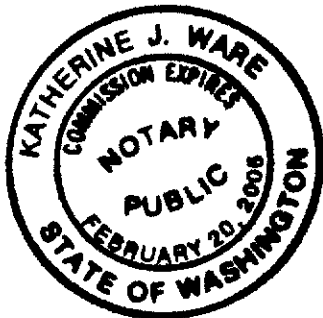
[Signature]

Notary Public in and for the State of

Washington

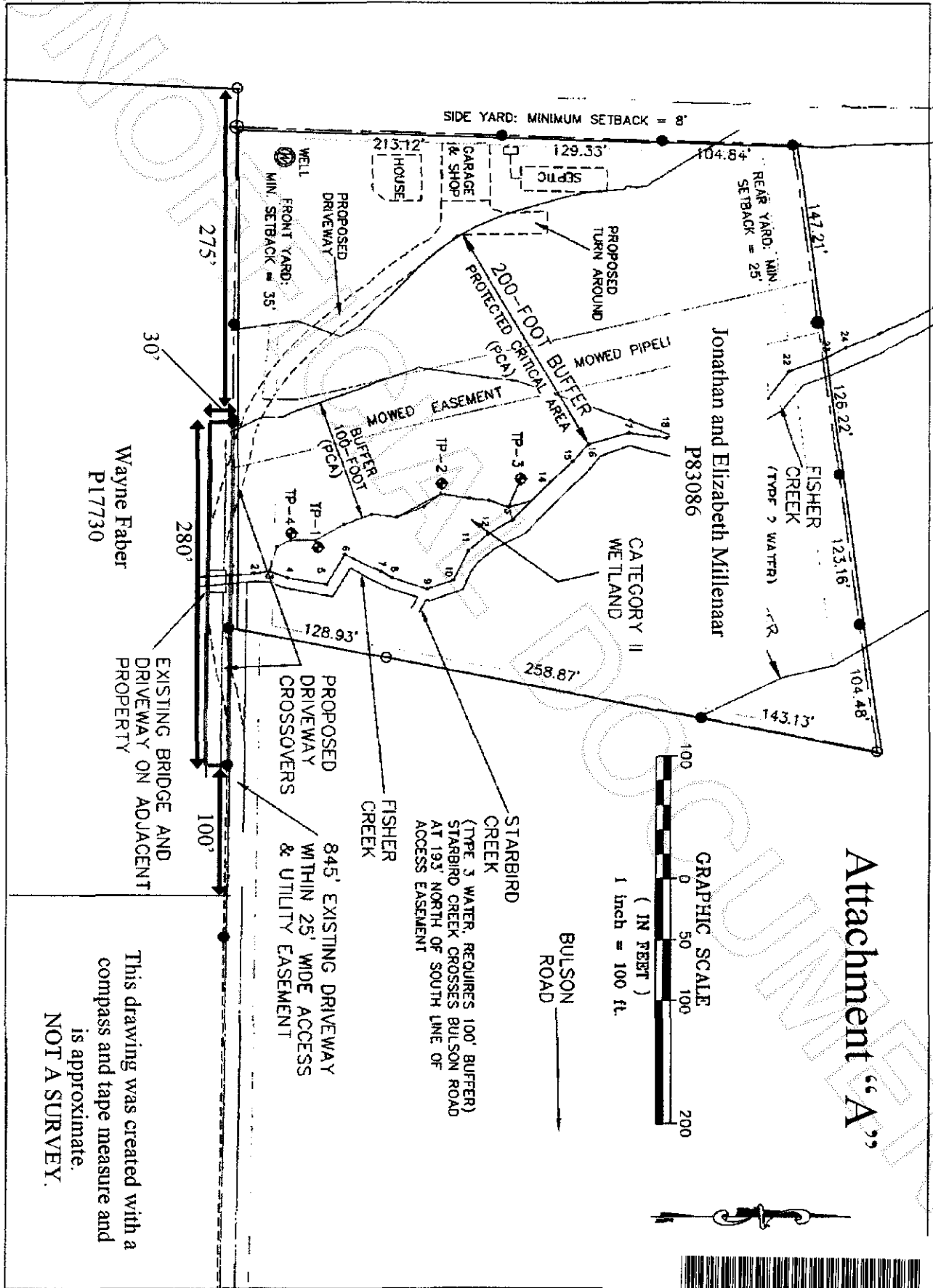
Residing at Mt. Vernon

My Commission expires at 2/20/05

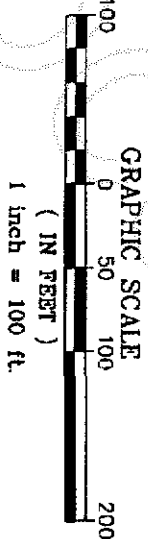


SEAL





Attachment "A"



200408120110
Skagit County Auditor

This drawing was created with a
compass and tape measure and
is approximate.
NOT A SURVEY.