

1 **RETURN TO:**
2 CHANCEY C. CROWELL
3 POST OFFICE BOX 2866
4 WENATCHEE, WA 98807



200408310087

Skagit County Auditor

8/31/2004 Page

1 of

7 12:07PM

11 LAND TITLE OF SKAGIT COUNTY

12 **COVENANT REGARDING GRANT OF EASEMENT**

14
15 **Grantors:** Larry G. Hower and I. Lynne Hower, Trustees of the Hower Revocable
16 Living Trust and Berrach McMonagle, a single person and Jennifer Glyzinski, a single
17 person.

18 **Grantees:** Larry G. Hower and I. Lynne Hower, Trustees of the Hower Revocable
19 Living Trust and Berrach McMonagle, a single person and Jennifer Glyzinski, a single
20 person.

21 **Legal Desc. (abbrev.):** A portion of Section 22, Township 36 North, Range 3, E.W.M,
22 Skagit County, Washington. Additional legal descriptions on Pages 1 and 2.

23 **Tax Parcel No.:** 360322-2-003-0002, 360322-2-006-0009 & 360322-2-007-0008 .
24
25
26

27 COME NOW, Larry G. Hower and I. Lynne Hower, Trustees of the
28 Hower Revocable Living Trust, hereinafter referred to as "Hower" and Berrach
29 McMonagle, a single person and Jennifer Glyzinski, a single person, hereinafter referred
30 to as "McMonagle and Glyzinski", the owners of real property situate in Skagit County,
31 Washington, more particularly described as follows:

32
33 That portion of the Northeast Quarter of the Northwest Quarter of Section 22,
34 Township 36 North, Range 3 East, W.M., described as follows:
35

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

COVENANT REGARDING GRANT
OF EASEMENT - 1

AUG 31 2004

Amount Paid \$
Skagit Co. Treasurer
By *hp* Deputy

CHANCEY C. CROWELL

Attorney at Law
925 Fifth Street, Suite B
Post Office Box 2866
Wenatchee, WA 98807-2866
(509) 667-9377

1 Beginning at the Southwest Quarter of the Northeast Quarter of the Northwest
2 Quarter, thence East 220 feet along the South line of said Northeast Quarter of
3 the Northwest Quarter; thence in a Northerly direction to a point on the West
4 line of said Northeast Quarter of the Northwest Quarter 330 feet North of the
5 Southwest corner of said Northeast Quarter of the Northwest Quarter, thence
6 South along said West line to the point of beginning.

7
8 The Northwest Quarter of the Northwest Quarter of Section 22, Township 36
9 North, Range 3 East, W. M., lying Northeasterly of the county road, except
10 the West 10 acres of the Northwest Quarter of the Northwest Quarter of said
11 Section 22, lying North and Easterly of the right of way of the county road,
12 as same as was established and constructed on July 14, 1938 and except that
13 portion conveyed to Larry G. Hower ETUX by Deed Recorded August 14,
14 1978, under Auditor's File No. 885459.

15
16 The West 10 acres of the Northwest Quarter of the Northwest Quarter of
17 Section 22, Township 36 North, Range 3 East, W.M., lying Northerly and
18 Easterly of the right of way of the county road, as same was established and
19 constructed on July 14, 1938.

20
21 The Southeast ¼ of the Northwest ¼ of Section 22, Township 36 North,
22 Range E.W.M., situate in the County of Skagit, State of Washington

23
24 hereinafter collectively referred to as "encumbered property" and "benefited property", and
25 establish the following covenants related to that certain Grant of Easement recorded the
26 31 day of August, 2004, under Auditor's File No. 200408310087.

27
28 1. Non-Exclusive Nature of Easement. This easement is non-exclusive as
29 to McMonagle and Glyzinski and their successors and assigns. Hower or any subsequent
30 owner of the encumbered property may grant additional easements over the easement area
31 to other parties, provided that the use of such additional easements by parties entitled to
32 such use shall not unreasonably restrict or interfere with the reasonable use of this easement
33 for the benefit of the benefited property. Any additional grants of easement rights to other
34 parties shall fairly require such parties to share in the costs and responsibilities for repair
35 and maintenance of the applicable easement improvements and the roadway and bridge
36 constructed thereon.

37
38
COVENANT REGARDING GRANT
OF EASEMENT - 2

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1
2 2. Duration of Easement. The easement granted simultaneous herewith
3 shall be perpetual in duration and is given by Hower to McMonagle and Glyzinski, and to
4 their successors and assigns, forever.
5

6 3. Collateral Easements. Grantor acknowledges that road improvements
7 and utilities to serve or benefit the benefited property may be installed by Grantees, other
8 private companies, contractors or municipal entities, including utility services to the
9 benefited property as contemplated by the easement. Grantee may grant other easements
10 over, under, along, across and through the easement area to other private or municipal
11 entities, including utility districts, for the purposes and according to the other terms of the
12 easement and these covenants. Further, such collateral parties may be granted temporary
13 easements for ingress and egress from time to time as necessary for purposes of
14 construction, repair, maintenance or inspection of their respective utility lines or other
15 improvements. The Grantor agrees to execute other documents, at no cost to Grantor, that
16 are reasonably required by such third parties to establish such collateral easements.
17

18 4. Cost of Construction and Maintenance. McMonagle and Glyzinski, are
19 responsible for and shall pay all costs and expenses for the initial construction of the road
20 within the easement area and the initial construction of the bridge within the easement
21 area. The construction of all road and utility improvements shall be performed in
22 accordance with applicable permits, laws, rules and regulations. In addition McMonagle
23 and Glyzinski shall remove or dispose of all new road construction debris from the
24 easement area and shall install a gate within one hundred (100) feet of the junction of the
25 easement area and the county road known as Blanchard Road. The gate shall be equipped
26 with a "lock-box" and will be kept in a locked condition during periods when the easement
27 area is not in daily use. Hower will be provided a key to the lock box. ~~At such time as~~
28 ~~McMonagle and Glyzinski reside on the real property, the gate shall be removed or lock~~
29 ~~box shall not be utilized, except by prior mutual agreement of the Grantors and Grantees.~~
30 Each party using the roadway shall pay its proportionate share of any road maintenance
31 costs over the easement area that corresponds to the relative amount of use of the roadway
32 by such party compared to all parties who have road usage rights, provided that no such
33 costs shall be allocated to Hower for occasional use of such road for inspection, recreation
34 or similar purposes, or for one personal residence. It is understood and agreed that if more
35 than one personal residence is constructed by Hower or ~~its successors or assigns~~, then
36 maintenance costs will be allocable to such additional parties. McMonagle and Glyzinski
37 and Hower, or their successors or assigns, shall reasonably agree upon the allocation of

*personal residence is constructed by
Hower's successors or assigns.*

COVENANT REGARDING GRANT
OF EASEMENT - 3

BCM
STH
JTH
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1 responsibility for said costs prior to undertaking maintenance. Each party using any
2 portion of the road and bridge shall repair, or cause to be repaired, as its sole cost and
3 expense, that damage to said road and/or bridge occasioned by uses in excess of that which
4 would be caused through normal and prudent usage of said road and/or bridge. McMonagle
5 and Glyzinski shall be solely responsible for the initial construction cost of the bridge to be
6 utilized within the easement area; provided, however, any person hereafter constructing a
7 residence on the benefited or encumbered property, including Hower's or its successors or
8 assigns, shall be required to reimburse McMonagle and Glyzinski twenty-five percent
9 (25%) of the bridge construction costs on commencement of construction of a residence
10 and said obligation shall continue thereafter until McMonagle and Glyzinski have
11 recovered one hundred percent (100%) of the cost of construction of the bridge. At such
12 time as McMonagle and Glyzinski have recovered one hundred percent (100%) of the cost
13 of construction of the bridge, then any further persons constructing a residence on the
14 benefited and encumbered property shall reimburse to those persons having paid
15 McMonagle and Glyzinski construction costs, twenty five percent (25%) of the amounts
16 paid to McMonagle and Glyzinski by said persons, and said obligation shall continue as to
17 all subsequent persons constructing residences until each of the original payors to
18 McMonagle and Glyzinski have been reimbursed in full for the amounts paid McMonagle
19 and Glyzinski. Thereafter each residence on the benefited and encumbered property shall
20 share prorata in the maintenance costs for the bridge in the same manner as said parcels of
21 property share the road maintenance costs.

22
23 5. Indemnity. The owner(s) of the benefited property shall indemnify and
24 hold harmless Hower and Hower's successors and assigns from and against all losses,
25 claims, damages, liabilities, costs and expenses (including reasonable attorney's fees and
26 expenses, whether or not a lawsuit is instituted), arising out of or resulting from any actual
27 or alleged injury to or death of any person, or from any actual or alleged loss of the damage
28 to property, caused by any occurrence in or on the easement or in connection with the use
29 of the easement by the owner(s) of the benefited property or their employees, agents,
30 licensees, contractors or invitees, unless such loss, damage, liability or expense is
31 proximately caused by the owner(s) of the Hower, or Hower's employees, agents licensees,
32 contractors or invitees.

33
34 6. Attorney's Fees. If it shall be necessary for either party to employ an
35 attorney to enforce its rights pursuant to these Covenants because of the default of the other
36 party, any defaulting party shall reimburse the non-defaulting party for reasonable
37 attorney's fees and expenses.

COVENANT REGARDING GRANT
OF EASEMENT - 4

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7. Successors. The rights and obligations of these covenants shall run with the land and shall inure to the benefit of and be binding upon the respective successors and assigns of Hower and McMonagle and Glyzinski.

DATED this 13th day of August, 2004.

Larry G. Hower
Larry G. Hower, Trustee

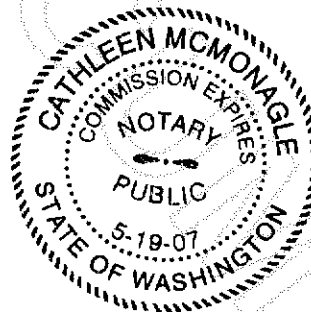
I. Lynne Hower
I. Lynne Hower, Trustee

STATE OF WASHINGTON)
County of Shagit) ss.

I certify that I know or have satisfactory evidence that Larry G. Hower and I. Lynne Hower are the persons who appeared before me, and said persons acknowledged that persons signed this instrument, on oath stated that they are authorized to execute the instrument and acknowledged it as the Trustees of the Hower Revocable Living Trust to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 13th day of August, 2004.

Cathleen McMonagle
Notary Public in and for the
State of Washington, residing
at Wenatchee
Commission Expires: 05/19/07



COVENANT REGARDING GRANT
OF EASEMENT - 5

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200408310087
Skagit County Auditor

DATED this 21st day of August, 2004.

Bearrach McMonagle
Bearrach McMonagle

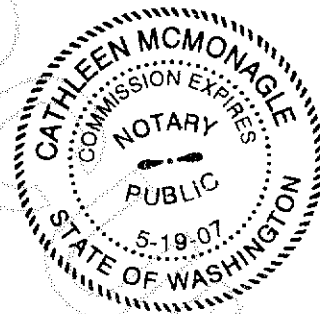
STATE OF WASHINGTON)
) ss.
County of Chelan)

I certify that I know or have satisfactory evidence that Bearrach McMonagle, a single person, is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 21 day of August, 2004.

Cathleen McMonagle
Cathleen McMonagle
Notary Public in and for the
State of Washington, residing
at Wenatchee

My Commission Expires: 05/19/07



COVENANT REGARDING GRANT
OF EASEMENT - 6

CHANCEY C. CROWELL

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1
2
3 DATED this 17th day of August, 2004.
4
5
6

7
8 Jennifer Glyzinski
9 Jennifer Glyzinski
10
11

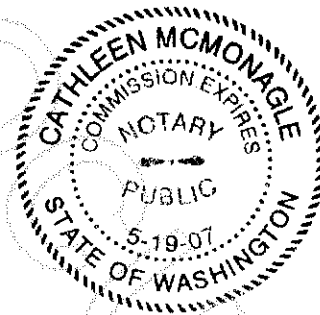
12 STATE OF WASHINGTON)
13) ss.
14 County of Chelan)
15

16 I certify that I know or have satisfactory evidence that Jennifer Glyzinski,
17 a single person, is the person who appeared before me, and said person acknowledged that
18 she signed this instrument and acknowledged it to be her free and voluntary act for the uses
19 and purposes mentioned in the instrument.

20 DATED this 17th day of August, 2004.
21
22

23
24 Cathleen McMonagle
25 Cathleen McMonagle
26 Notary Public in and for the
27 State of Washington, residing
28 at Wenatchee
29
30

31 My Commission Expires: 05/19/07



COVENANT REGARDING GRANT
OF EASEMENT - 7

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