

FILED FOR RECORD AT THE
REQUEST OF/RETURN TO:
Dan & Beth Folkers
12824 Padilla Bay Lane
Mount Vernon, Washington 98273



200506300277
Skagit County Auditor

6/30/2005 Page 1 of 13 3:49PM

ACCOMMODATION RECORDING

Chicago Title Company has placed
this document for recording as a
customer courtesy and accepts no
liability for its accuracy or validity

1035537

EASEMENT AND COST SHARING AGREEMENT

Grantor (s) WILLIAM W. WOODING, a single man, his separate estate;
DANIEL H. FOLKERS AND BETH A. FOLKERS, husband and wife
Grantee (s) WILLIAM W. WOODING, a single man, his separate estate;
DANIEL H. FOLKERS AND BETH A. FOLKERS, husband and wife
Abbreviated Legal: Ptn NW ¼, SW ¼, S2, T34N, R1E.
Assessor's Tax Parcel No's: P68282; P107939; P68246; P68245

THIS AGREEMENT is entered into between, WILLIAM W. WOODING, a single man, as to his separate estate; (hereinafter referred to as "Owner A"); and DANIEL H. FOLKERS AND BETH A. FOLKERS, husband and wife; (hereinafter referred to as "Owner B"); Owner A and Owner B hereby agree as follows:

I. GRANT OF EASEMENT

Owner A hereby grants to Owner B the easement as provided in Exhibit "C", which is incorporated herein by this reference. Owner B hereby grants to Owner A the easement as provided in Exhibit "D", which is incorporated herein by this reference. Exhibits "C" and "D" are hereinafter referred to collectively as "the easement" or "the easements". References in this Agreement to "the easement(s)" shall include references to the roadway, drainage facilities, utilities and appurtenances thereto. The Easements are shown in the maps attached hereto as Exhibit "E".

II. AGREEMENT IS APPURTENANT

The Grantors and Grantees have respective interests in two parcels of real property located in Skagit County, Washington. Owner A's property is legally described in Exhibit "A" which is attached hereto and incorporated by this reference, and Owner B's property is legally described in Exhibit "B" which is attached hereto and incorporated by this reference

This Agreement is to be held in perpetuity by Owner A, and Owner B, their heirs and successors and assigns as appurtenant to the lands owned by Owner A and Owner B adjoining to said easements and shall run with the land. This agreement is for the purposes of benefiting the Owners' property only.

III. MAINTENANCE- OBLIGATIONS OF THE PARTIES

1) Standard of Maintenance. The easements shall be maintained in a safe and reasonably good condition consistent with County standards for private roads. Such maintenance shall include, without limitation, removal of obstructions, plant overgrowth and miscellaneous debris, filling and repairing of holes and other defects; maintaining any appurtenant ditches, culverts, and drain pipes; grading the road surfaces as well as addition of crushed rock or other materials required to keep the road surface in reasonably good condition; and all other undertakings of any kind or nature whatever required to maintain the easement property in a reasonably serviceable and functional state of repair. The surface of the easement shall be maintained so as to allow free and reasonable passage of such vehicular traffic as may be reasonable and necessary in order that all parties may enjoy full and free use of their respective parcels.

2) Proportional Obligations. The owners shall share the maintenance obligations described hereunder proportionate to the number of lots existing at the time the procedure for initiating work is commenced in the manner described below. As of the date of this agreement, they would each pay for 1/2 of such costs. If however, an Owner's Parcel is divided into lots hereafter, the number of lots sharing the costs would increase and the respective lot owners would pay proportionately less. For example, If owner B subdivided his parcel into two lots and the other Owners' lots remained unchanged, then Owner A and the owners of each of the two lots derived from Owner B's property would each pay 1/3 of the maintenance costs. Such proportionate sharing shall apply notwithstanding the respective acreage of the lots. Such obligation shall be the personal obligation of each owner of a parcel or portion thereof at the time such obligation becomes due and payable, provided that the above shall not affect the right to impose a lien on the property pursuant to the terms of this Agreement.

3. Commencement of Obligation to Contribute to Maintenance Costs. No owner shall be required to make payments under this Agreement until that owner first begins to use said easement. Use of said easement shall be defined as, but not limited to, (i) any application for construction of a dwelling unit; (ii) application for subdivision of a parcel of property; or (iii) any improvements to any parcel, such as clearing land, grading driveways, logging or any activity of a similar nature, which activity requires utilization of the easement or the utilities thereon for performance of such activity. However, each Owner shall have the right, without incurring the commencement of any obligation in the Agreement, to engage in any such described activity which does not utilize the roadway or utilities of the easement. At the point that an Owner's use of the easement first begins, according to the definitions herein, the



Owner shall thereafter be liable for the future maintenance contributions under the terms of the Agreement without notice from the other owners.

Any damage to the easement and the improvements thereon, arising from such activities as lot development, construction, traffic from heavy vehicles or equipment which is identifiable as being caused by an Owner or an Owner's contractors, agents or such other invitees shall be promptly repaired by such identified Owner exclusively and separately from the provisions of the maintenance cost sharing provision of this Agreement. If the Owner does not repair the damage within ninety (90) days of receipt of a written demand to repair such damage, then the other Owner(s) shall have the right to repair the damage and to assess a lien against the Lot Owner's Lot(s) for the full cost of the repair.

4. Procedure for initiating work. In the event that any Owner desires to have maintenance work done at common expense, the Owner may petition for maintenance and repair of the easement. The petition shall be carried out by circulating a notice by personal delivery or by first class, certified, return receipt requested mail to the other Owners, explaining the maintenance or repair desired and the expected cost. If after fourteen days from the date of delivery of the petition, no objection to the work has been received in writing by the petitioner, the work may be ordered and each party shall remit its proportionate share of the cost within five days after receipt of an invoice from the contractor performing the work. If any objection is received within fourteen days of the date of delivery, then the parties shall submit to binding arbitration of the dispute in accordance with this Agreement.

5. Obligation to pay. Any amount which a party is obligated to pay pursuant to the Agreement shall constitute a lien on that Owner's property, which lien may be foreclosed in the same manner as a lien, and the foreclosing Owner(s) shall be entitled to recover reasonable costs and attorney's fees.

IV. DISPUTE RESOLUTION

The parties agree to exercise their best efforts in good faith to resolve problems associated with this Agreement. Should the parties be unable and willing to amicably resolve any dispute concerning this Agreement, including the interpretation of this Agreement, then they agree to submit to binding arbitration under the Rules of Mandatory Arbitration then in effect for the Superior Court of Skagit County, Washington, regardless of the nature of the dispute or the amount in controversy, and the parties agree that the results reached in such arbitration shall be binding and unappealable. The prevailing party shall be entitled to reasonable costs and attorneys fees.

V. BENEFITS AND BURDENS

Benefits, burdens and covenants of this agreement shall be deemed to run with the



land and bind Owner A's property and Owner B's Property and their respective heirs, successors, and assigns and all person possessing the property by, through and under the parties hereto and their respective heirs, successors and assigns.

VI MISCELLANEOUS PROVISIONS

There are no verbal, or other agreements which may modify or affect this Agreement. This Agreement shall not be construed as applying to any easements or costs not specifically described herein. This agreement is an integrated, complete document and constitutes the entire agreement among the parties. This easement agreement shall be construed according to the laws of the State of Washington. Craig E. Cammock of Skagit Law Group, PLLC has prepared this document at the request of Dan & Beth Folkers. No interpretation of this document shall be made based on who drafted the document. All parties hereto acknowledge that Brian Clark, of Skagit Law Group, PLLC, has previously performed work for William Wooding. All parties hereto acknowledge the existence of potential conflicts of interest and hereby agree to waive such issues.

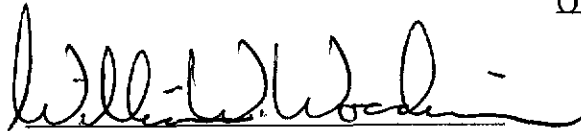
IN WITNESS THEREOF, the parties hereto have executed this agreement on the day and year first above written.

Dated this 29th day of June, 2005

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

OWNER A

JUN 30 2005



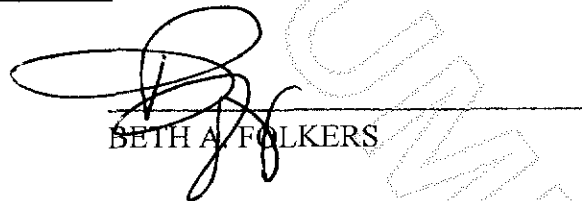
WILLIAM W. WOODING

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

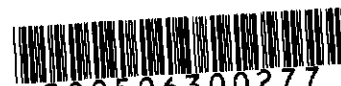
OWNER B



DANIEL H. FOLKERS



BETH A. FOLKERS



200506300277
Skagit County Auditor

State of Washington)
) ss
County of Skagit)

I certify that I know or have satisfactory evidence that WILLIAM W. WOODING is the person who appeared before me and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: June 29, 2005

NICOLE J. RUCKER
NOTARY PUBLIC
STATE OF WASHINGTON
MY COMMISSION EXPIRES
JUNE 28, 2008

Nicole J Rucker

(Signature)

NOTARY PUBLIC

NICOLE J Rucker

Print Name of Notary

My appointment expires: June 28, 2008

State of Washington)
) ss
County of Skagit)

I certify that I know or have satisfactory evidence that DANIEL H. FOLKERS is the person who appeared before me and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: June 29, 2005

NICOLE J. RUCKER
NOTARY PUBLIC
STATE OF WASHINGTON
MY COMMISSION EXPIRES
JUNE 28, 2008

Nicole J Rucker

(Signature)

NOTARY PUBLIC

NICOLE J. Rucker

Print Name of Notary

My appointment expires: June 28, 2008



200506300277

Skagit County Auditor

State of Washington)
) ss
County of Skagit)

I certify that I know or have satisfactory evidence that BETH A. FOLKERS is the person who appeared before me and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: June 29, 2005

Nicole J Rucker

(Signature)

NOTARY PUBLIC

Nicole J. Rucker

Print Name of Notary

My appointment expires: June 28, 2008

NICOLE J. RUCKER
NOTARY PUBLIC
STATE OF WASHINGTON
MY COMMISSION EXPIRES
JUNE 28, 2008



200506300277

Skagit County Auditor

Exhibit "A"
Legal Description of Wooding Property

Tract C, Plat of Rancho San Juan Del Mar Subdivision No. 2 as recorded in Volume 5 of Plats, at page 30, records of Skagit County, Washington.

Together with the South 65.00 feet of Tract B, Plat of Rancho San Juan Del Mar Subdivision No. 2 as recorded in Volume 5 of Plats, at page 30, records of Skagit County, Washington.

Except that portion of Tract C, Plat of Rancho San Juan Del Mar Subdivision No. 2 as recorded in Volume 5 of Plats, at page 30, records of Skagit County, Washington, and as described as follows:

Beginning at the Southeast corner of said Tract C: thence North 0°14'05" East, along the East line of said Tract C, a distance of 345.00 feet; thence South 87°50'36" West, a distance of 262.26 feet; thence South 31°38'57" West, a distance of 393.68 feet to a point on the intersection on the Easterly margin of county road as shown on said Plat and the North line of said lot 4; thence East along the North line of said Lot 4, a distance of 467.23 feet to the point of beginning.

Situated in Skagit County, Washington



Exhibit "B"
Legal Description of Folkers Property

That portion of Lot 4, RANCHO SAN JAN DEL MAR SUBDIVISION NO. 2, as recorded in Volume 5 of Plats, at page 30, records of Skagit County, Washington, lying East of the county road.

TOGETHER WITH Lots 2 and 3, RANCHO SAN JUAN DEL MAR SUBDIVISION NO. 2, as recorded in Volume 5 of Plats, at page 30, records of Skagit County, Washington, EXCEPT the South 60 feet of said Lot 2.

ALSO TOGETHER WITH that portion of Tract C, PLAT OF RANCHO SAN JUAN DEL MAR SUBDIVISION NO. 2, as recorded in Volume 5 of Plats, at page 30, records of Skagit County, Washington, and is described as follows:

Beginning at the Southeast corner of said Tract C; thence North $0^{\circ}14'05''$ East, along the East line of said Tract C, a distance of 345.00 feet; thence South $87^{\circ}50'36''$ West, a distance of 262.26 feet; thence South $31^{\circ}38'57''$ West, a distance of 393.68 feet to a point on the intersection on the Easterly margin of county road as shown on said Plat and the North line of said Lot 4; thence East along the North line of said Lot 4, a distance of 467.23 feet to the point of beginning.

Situated in Skagit County, Washington.



200506300277

Skagit County Auditor

Exhibit "C"
Easement from Wooding to Folkers

A non-exclusive easement for access and utilities over, under and across a portion of BLA Parcel No. 2 as shown on the Record of Surveys filed in Book 17 of Surveys at page 94, under Auditor's file No. 9508150113 Record of Skagit County Washington:

Commencing at the Southeast corner of said Parcel No. 2; Thence S 87° 50' 36" W along the south line of said Parcel No. 2, a distance of 59.74 feet tot the True Point of Beginning of said easement; Thence continue S 87° 50' 36" W a distance of 33.45 feet; Thence N 24° 05' 30" E a distance of 41.58 feet; Thence N 52° 21' 52" E a distance of 96.64 feet to the east line of said Parcel No. 2; Thence S 0° 14' 06" W along the east line of said Parcel No. 2 a distance of 38.00 feet; Thence S 52° 21' 52" W a distance of 65.75 feet; Thence S 24° 05' 30" W a distance of 19.23 feet to the True Point of Beginning.

All utilities installed pursuant to this Easement must be placed underground.



Exhibit "D"
Easement from Folkers to Wooding

A non-exclusive easement for access and Utilities over under and across a portion of BLA Parcel No. 1 as shown on Record of Survey filed in Book 17 of Surveys at Page 94, under Auditor's file No. 9508150113, Records of Skagit County Washington:

Commencing at the Northeast corner of said Parcel No. 1; Thence S 87° 50' 36" W along the North line of said Parcel No. 1 a distance of 59.74 feet to the true point of beginning of said easement; Thence continue S 87° 50' 36" W a distance of 33.45 feet Thence S 24° 05' 30" W a distance of 13.29 feet; Thence S 69° 47' 32" W a distance of 30.39 feet; Thence N 37° 25' 29" W a distance of 26.14 feet to the North line of said Parcel No. 1; Thence S 87° 50' 36" W along the North line of said Parcel No. 1, a distance of 36.74 feet; Thence S 37° 25' 29" E a distance of 69.46 feet; Thence N 69° 47' 32" E a distance of 65.14 feet; Thence N 24° 05' 30" E a distance of 40.73 feet to the True Point of Beginning.

All utilities installed pursuant to this Easement must be placed underground.



200506300277
Skagit County Auditor

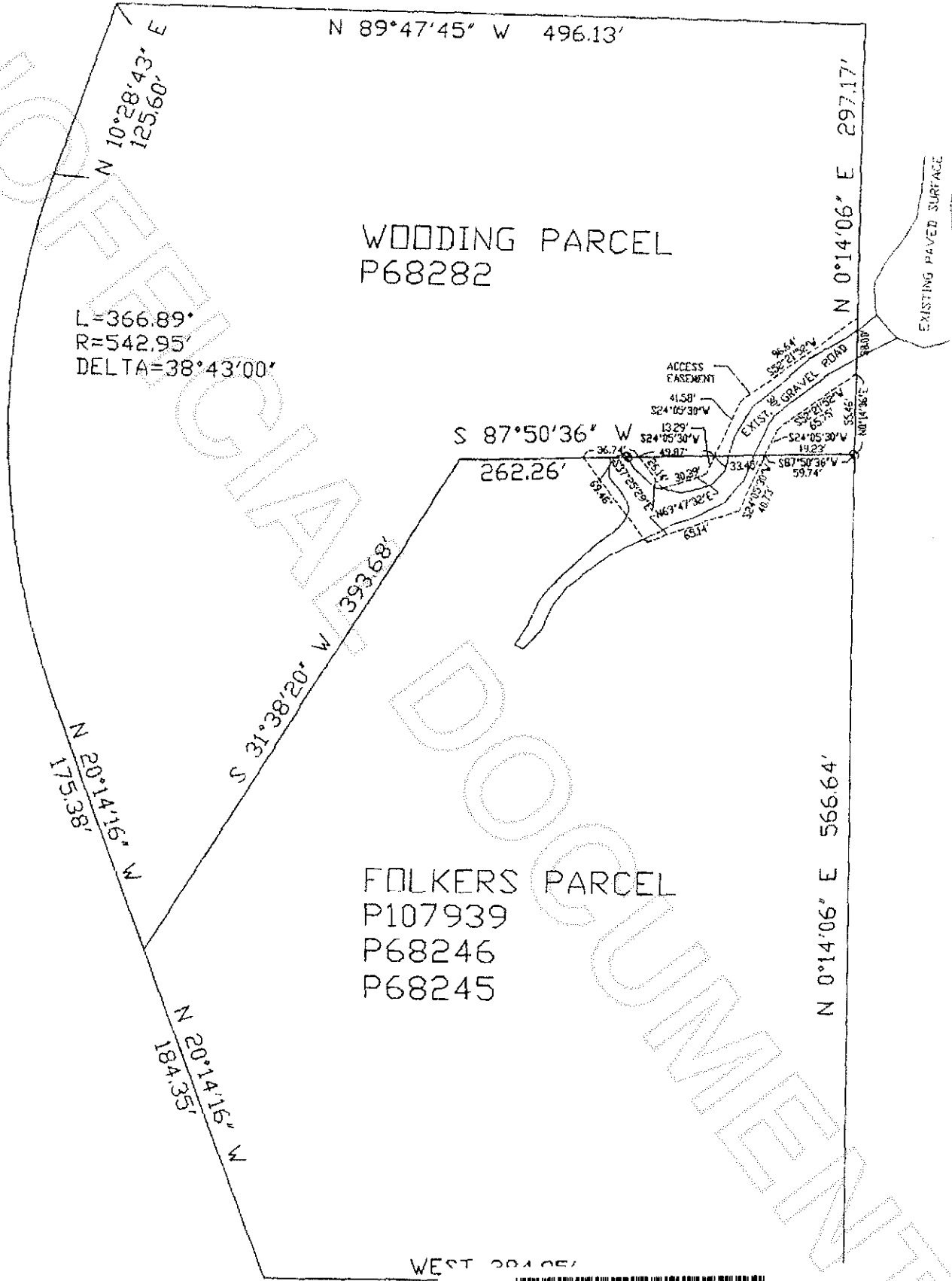
Exhibit "E"
Maps of Easements

UNOFFICIAL DOCUMENT



200506300277
Skagit County Auditor

UNOFFICIAL DOCUMENT



WOODLING PARCEL
P68282

L=366.89'
R=542.95'
DELTA=38°43'00'

FOLKERS PARCEL
P107939
P68246
P68245

WEST 384.05'



200506300277
Skagit County Auditor

UNOFFICIAL DOCUMENT

N 89°47'45" W 496.13'

WOODING PARCEL
P68282

N 0°14'06" E 297.17'

N 10°28'43" E
125.60'

L=366.89'
R=542.95'
DELTA=38°43'00"

S 87°50'36" W

262.26'

393.68'

W 10°

EXISTING PAVED SURFACE

98.00'

N 0°14'06" E

53.46'

S 87°50'36" W

19.23'

S 24°05'30" W

96.64'

S 87°50'36" W

33.16'

S 24°05'30" W

40.73'

S 87°50'36" W

41.58'

S 24°05'30" W

13.29'

S 87°50'36" W

49.87'

S 24°05'30" W

36.74'

S 87°50'36" W

26.14'

S 87°50'36" W

69.46'

S 87°50'36" W

69.46'

S 87°50'36" W

36.74'

S 87°50'36" W

49.87'

S 24°05'30" W

13.29'

S 87°50'36" W

41.58'

S 24°05'30" W

33.16'

S 87°50'36" W

40.73'

S 24°05'30" W

19.23'

S 87°50'36" W

53.46'

S 87°50'36" W

98.00'

N 0°14'06" E

96.64'

S 87°50'36" W

33.16'

S 24°05'30" W

40.73'

S 87°50'36" W

41.58'

S 24°05'30" W

13.29'

S 87°50'36" W

49.87'

S 24°05'30" W

36.74'

S 87°50'36" W

26.14'

S 87°50'36" W

69.46'

S 87°50'36" W

69.46'

S 87°50'36" W

36.74'

S 87°50'36" W

49.87'

S 24°05'30" W

13.29'

S 87°50'36" W

41.58'

S 24°05'30" W

33.16'

S 87°50'36" W

40.73'

S 24°05'30" W

19.23'

S 87°50'36" W

53.46'

S 87°50'36" W

98.00'

N 0°14'06" E

96.64'

S 87°50'36" W

33.16'

S 24°05'30" W

40.73'

S 87°50'36" W

41.58'

S 24°05'30" W

13.29'

S 87°50'36" W

49.87'

S 24°05'30" W

36.74'

S 87°50'36" W

26.14'

S 87°50'36" W

69.46'

S 87°50'36" W

69.46'

S 87°50'36" W

36.74'

S 87°50'36" W

49.87'

S 24°05'30" W

13.29'

S 87°50'36" W



200506300277
Skagit County Auditor