

**After Recording Return To:**  
**SKAGIT LAW GROUP, PLLC**  
**P. O. Box 336**  
**Mount Vernon, WA 98273**



200604130148  
Skagit County Auditor

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### RECIPROCAL EASEMENT

**GRANTORS:** **DONALD R. HARPER** and **HOLLY HARPER** (f/k/a Nancy Hollace Harper), husband and wife; and  
**GERALD A. KENASTON** and **JANENE KENASTON**, husband and wife

**GRANTEES:** **GERALD A. KENASTON** and **JANENE KENASTON**, husband and wife; and  
**DONALD R. HARPER** and **HOLLY HARPER** (f/k/a Nancy Hollace Harper), husband and wife

**Legal Description:**

Abbreviated Form: Parcel 1 – Ptn Gov. Lot 1, Sec. 25, T36N, R2E, W.M.  
Parcel 2 – Ptn Gov. Lot 1, Sec. 25, T36N, R2E, W.M.

Additional on Pages: Parcel 1 – Exhibit A  
Parcel 2 – Exhibit B

**Assessor's Tax Parcel Nos:** Parcel 1 (Harper): 360225-0-077-0005 (P47039)  
Parcel 2 (Kenaston): 360225-0-078-0004 (P47040)

THIS RECIPROCAL EASEMENT AGREEMENT is made and entered into effective as of the 3rd day of April, 2006, by and between **DONALD R. HARPER** and **HOLLY HARPER** (f/k/a Nancy Hollace Harper), husband and wife, (hereinafter referred to as "HARPERS") and **GERALD A. KENASTON** and **JANENE KENASTON**, husband and wife, (hereinafter referred to as "KENASTONS").

RECIPROCAL EASEMENT

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Z:\A - K\HARPER, Don & Holly\easeement (boat ramp)\Reciprocal Easement (boat ramp) 020106.doc

## 1. RECITALS:

1.1 HARPERS are owners of certain real property situate in the County of Skagit, State of Washington, hereinafter referred to as Parcel 1, as more particularly described in Exhibit "A" attached hereto and by reference made a part hereof.

1.2 KENASTONS are the owners of certain real property situate in the County of Skagit, State of Washington, hereinafter referred to as Parcel 2, as more particularly described in Exhibit "B" attached hereto and by reference made a part hereof.

1.3 The HARPER and KENASTON properties are adjacent to each other, and the parties built a boat ramp accessing Samish Bay on their mutual property line.

1.4 The boat ramp benefits both properties, and therefore the parties desire to establish reciprocal easements in favor of each other for access over and upon their respective parcels, subject to the terms and conditions set forth below.

## 2. AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereby covenant and agree to and with each other as follows:

2.1 Grant by Harpers. HARPERS, as Grantors, do hereby grant and convey to KENASTONS, as Grantees, for themselves, their successors and assigns, a perpetual non-exclusive right of ingress and egress over and upon HARPERS' real property described above as reasonably necessary to access and use that portion of the existing boat ramp now in place on such property, and as necessary to maintain, repair, and replace any portion of such boat ramp.

2.2 Grant by Kenastons. KENASTONS, as Grantors, do hereby grant and convey to HARPERS, as Grantees, for themselves, their successors and assigns, a perpetual non-exclusive right of ingress and egress over and upon KENASTONS' real property described above as reasonably necessary to access and use that portion of the existing boat ramp now in place on such property, and as necessary to maintain, repair, and replace any portion of such boat ramp.

2.3 Except as expressly provided herein, the easement rights granted to each party as grantee shall not restrict the right of either grantor to expand any building upon a grantor's own parcel in any direction and/or to redevelop a grantor's own parcel, nor shall the agreement herein contained prevent a grantor from changing any driveways or other means of access maintained on such grantor's parcel; provided that any such expansion or change shall not interfere with the free access of either party to the above-described boat ramp.

2.4 Each party hereby indemnifies and saves the other party harmless from any and all liability, damage, expense, cause of action, suits, claims, or judgments arising from injury to person or property occurring on its own parcel, except if caused by the act, failure to act, or negligence of the other party, its agents, employees, invitees, or guests. Provided, however, that nothing contained in this agreement is intended to change the rights and obligations concerning indemnity and insurance matters of either party, as among themselves or as created by any other agreements among them.

2.5 The parties each agree that none shall exercise any rights under this agreement in such a manner as to interfere with the other party's use of their own real property and improvements.

2.6 Nothing in this instrument is intended or shall be construed as to create an obligation on the part of either party to contribute to the cost of maintaining the above-described boat ramp. Each party hereto shall be solely responsible for the maintenance and upkeep of the ingress, egress, and boat ramp on their respective parcels.

ALTERNATIVELY: The parties covenant and agree that they will each provide for any required maintenance and repair of the boat ramp on their respective parcels.

2.7 The parties each agree to exercise their best efforts in good faith to resolve any problems associated with the easement rights granted hereunder. Should the parties be unable or unwilling to resolve any dispute concerning this agreement, then they may submit the same to binding arbitration under the Mandatory Arbitration Rules for 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 non-appealable.

2.8 In the event of any suit to enforce the easement rights granted herein, the prevailing party(ies) shall be entitled to recover reasonable attorneys' fees and costs (including reasonable attorneys' fees and costs incurred on appeal), and to enforce any judgment.

2.9 The benefits, burdens and covenants of the easement rights granted herein shall be deemed to run with the land and shall bind all parties, their respective heirs, successors and assigns, and all persons possessing property by, through and under the parties hereto and their respective heirs, successors and assigns.

2.10 This agreement shall not be construed to benefit any third parties. There are no verbal or other agreements that modify or affect this agreement. This agreement is an integrated, complete document, constitutes the entire agreement among the parties, and may not be modified unless such modification is in writing and signed by both parties.

2.11 This agreement shall be construed according to the laws of the State of Washington.

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2.13 At the signing of this agreement, HARPERS are represented by attorney KATE SZUREK of the Skagit Law Group, PLLC, and KENASTONS are represented by Martin Lind.

  
 DONALD R. HARPER

  
 HOLLY HARPER

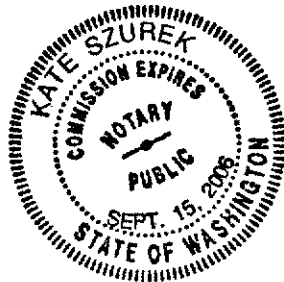
  
 GERALD A. KENASTON


  
 JANENE KENASTON

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAGIT )

Amount Paid \$  
Skagit Co. Treasurer  
By Deputy

DATED this 1<sup>st</sup> day of February, 2006.




  
\_\_\_\_\_  
Notary Public  
Kate Szurek  
\_\_\_\_\_  
(Type or Print Name of Notary)  
My Commission Expires: 9/15/2006

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STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence that <sup>R</sup>GERALD A. KENASTON and JANENE KENASTON are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument. 

DATED this 3d <sup>April</sup> day of February, 2006.



  
Notary Public

Martin Lind

(Type or Print Name of Notary)

My Commission Expires: 12-12-07

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EXHIBIT "A"

Parcel 1(Harper): 360225-0-077-0005 (P47039)

Part of Government Lot 1, Section 25, Township 36 North, Range 2 East of the Willamette Meridian, described as follows:

Beginning at a point which bears from the Southwest corner of said Lot North 0° 19' East 1010 feet; South 89° 41' East 400 feet; thence South 89° 16' East 714 feet; thence from said point of beginning run South 70 feet; thence South 89° 16' East 200 feet; thence North to the shore of Bellingham Bay; thence Westerly along the shore of Bellingham Bay to a point due North of the point of beginning; thence South to the place of beginning;

EXCEPT county roads;

EXCEPTING therefrom the Easterly 100 feet as conveyed to DeWeese and Fouts by two separate deeds of 50 feet each;

Situate in the County of Skagit, State of Washington.

EXHIBIT "A"



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**EXHIBIT "B"**

Parcel 2 (Kenaston): 360225-0-078-0004 (P47040)

That portion of Government Lot 1, Section 25, Township 36 North, Range 2 East of W.M., described as follows:

Beginning at a point which bears from the Southwest corner of said Lot North 0° 19' East 1010 feet and South 89° 41' East 400 feet; thence South 89° 16' East 814 feet to the true point of beginning; thence South 70 feet; thence South 89° 16' East 50 feet; thence North to the shore of Bellingham Bay; thence Westerly along the shore of Bellingham Bay to a point due North of the true point of beginning; thence South to the true point of beginning;

EXCEPT county roads;

Situate in the County of Skagit, State of Washington.



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**EXHIBIT "B"**