

FILED FOR RECORD AT THE
REQUEST OF/RETURN TO:



200801300136

Skagit County Auditor

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EASEMENT AND MAINTENANCE AGREEMENT

Grantor (s) ANDREY S. MURZA and NATALIYA MURZA, husband and wife
Grantee (s) CAMMOCK, LLC, a Washington limited liability company
Additional Grantor(s) on page(s)
Additional Grantee(s) on page(s)
Abbreviated Legal: Ptn Lot 59, Plat of Tinas Coma, Ptn Tract 18, Plat of Burlington Acreage
Additional Legal on page(s)
Assessor's Tax Parcel No's: P117094, 4755-000-059-0000

THIS AGREEMENT is entered into between, ANDREY S. MURZA and NATALIYA MURZA, husband and wife; (hereinafter referred to as "Owner A") and CAMMOCK, LLC, a Washington limited liability company, (hereinafter referred to as "Owner B"); Owner A and Owner B hereby agree as follows:

Owner A is the owner of the real property described in the attached Exhibit "A" (hereinafter referred to as "Parcel A"). Owner B is the owner of the real property described in the attached Exhibit "B" (hereinafter referred to as "Parcel B").

I. DESCRIPTION OF EASEMENT

This agreement establishes an easement and cost sharing for a road and utilities easement (hereinafter referred to as "the easement") as more particularly described in this Agreement. Owner A hereby grants and conveys to Owner B, a perpetual non-exclusive easement, as described in Exhibit "C", over, under and across Parcel A.

II. AGREEMENT IS APPURTENANT

This Agreement is to be held 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 easement and shall run with the land. This Agreement is for the purposes of benefiting the Owners' properties only.

III MAINTENANCE - OBLIGATIONS OF THE PARTIES

- 1) Standard of Maintenance. The roadway located in the easement shall be maintained in a safe and reasonably good condition consistent with City of Burlington 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 and repaving the road surface as well as addition of crushed rock, asphalt 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 roadway 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. No party shall allow parking of vehicles or the temporary or permanent location of any obstruction in the easement area.
- 2) Proportional Obligations. The owners shall share the maintenance obligations in such a manner that Owner A bears one seventh of the cost of maintaining that portion of the roadway that is located within the easement. Owner B shall bear six sevenths of such costs. Such obligations shall be the personal obligation of each owner of a parcel or portion thereof at the time such obligation becomes due and payable, provided, however, that no party having an interest in the property merely as security for the performance of an obligation or payment of a debt shall be personally liable for such obligation.
- 3) Commencement of Obligation to Contribute to Maintenance Costs. The Owner's obligations under this agreement shall commence immediately.
- 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 certified, return receipt requested mail to the other Owners, explaining the maintenance or repair desired and the expected cost. The petition may be mailed to that address shown on the then current assessor's records of Skagit County. If, after thirty (30) 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 thirty (30) days of the date of delivery, then the parties shall submit to binding arbitration of the dispute in accordance with this Agreement.



IV DISPUTE RESOLUTION

The parties agree to exercise their best efforts in good faith to resolve problems associated with the easement. 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 then current rules for mandatory arbitration in the Skagit County Superior Court, if any, 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 persons possessing the property by, through and under the parties hereto and their respective heirs, successors and assigns. Owner B shall have the right to assign any and all of Owner B's rights to the easement and this Agreement to lots created by the subdivision of Owner B's property and/or to an owners' association created for the governance of such subdivided lots.

VI MISCELLANEOUS PROVISIONS

There are no verbal or other agreements that may modify or affect this Agreement. There are no other agreements between the parties for cost sharing relating to any easements other than those described herein and 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.


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

DATED this 17 day of ^{January, 2008} ~~December, 2007~~. 

OWNER A


ANDREY S. MURZA


NATALIYA MURZA


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OWNER B
CAMMOCK, LLC



CRAIG CAMMOCK, Its: Manager



State of Washington)

) ss

County of Skagit)

I certify that I know or have satisfactory evidence that ANDREY S. MURZA 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: 01.17.08

Aleksandr J Ptachik

(Signature)

NOTARY PUBLIC

ALEKSANDR J PTACHIK

Print Name of Notary

My appointment expires: 12.18.10

assessent
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

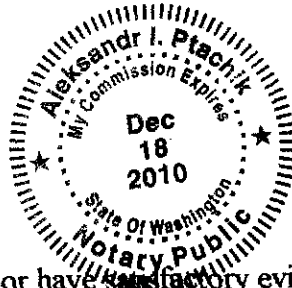
JAN 30 2008

Amount Paid \$ 6
Skagit Co. Treasurer
By mlm Deputy



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Skagit County Auditor

State of Washington)
) ss
County of Skagit)



I certify that I know or have satisfactory evidence that NATALIYA MURZA 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: 01.17.08

Aleksandr I Ptachik

(Signature)

NOTARY PUBLIC

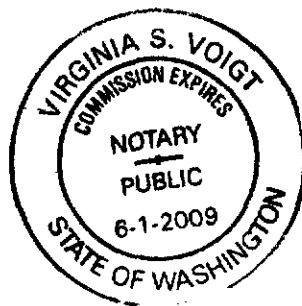
ALEKSANDR I PTACHIK

Print Name of Notary

My appointment expires: 12.18.10

State of Washington)
) ss
County of Skagit)

I certify that I know or have satisfactory evidence that CRAIG E. CAMMOCK is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the MANAGER of CAMMOCK, LLC, a Washington limited liability company to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



Dated: 1/18/08

Virginia S. Voigt

(Signature)

NOTARY PUBLIC

VIRGINIA S. VOIGT

Print Name of Notary

My appointment expires: 6/1/09



EXHIBIT A

**Murza Property
Owner "A"
Parcel "A"**

Lot 59, Plat of Tinas Coma, as per plat recorded August 11, 2000, under Skagit County Auditor's File No. 200008110004.

EXCEPT that portion described as follows:

Commencing at the Southwesterly most corner of said Lot 59, Plat of Tinas Coma;
thence South 60°22'50" East (called South 60°27'05" East in previous descriptions) along the Southwesterly line of said Lot 59 for a distance of 138.11 feet to the TRUE POINT OF BEGINNING;
thence continue South 60°22'50" East along said Southwesterly line for a distance of 30.00 feet, more or less, to an angle point on the Southerly line of said Lot 59, being a corner common to Lot 76 of said Plat of Tinas Coma;
thence North 77°18'09" East along the line common to said Lots 59 and 76 for a distance of 20.92 feet to an angle point thereof;
thence North 1°57'17" East along the line common to said Lots 59 and 76 for a distance of 63.74 feet, more or less, to a point on a non-tangent curve;
thence along the arc of said non-tangent curve to the right, concave to the North, having an initial tangent bearing of South 81°56'49" West, a radius of 55.00 feet, through a central angle of 52°38'30" an arc distance of 50.53 feet, more or less, to a point bearing North 1°57'17" East from the TRUE POINT OF BEGINNING;
thence South 1°57'17" West for a distance of 68.80 feet, more or less, to the TRUE POINT OF BEGINNING.

TOGETHER WITH that portion of Tract 18, "Plat of the Burlington Acreage Property," as per plat recorded in Volume 1 of Plats, page 49, records of Skagit County, Washington, described as follows:

BEGINNING at the Southwesterly most corner of Lot 59, Plat of Tinas Coma, as per plat recorded under Skagit County Auditor's File No. 200008110004;
thence South 60°22'50" East (called South 60°27'05" East in previous descriptions) along the Southwesterly line of said Lot 59, for a distance of 138.11 feet;
thence South 32°37'04" West for a distance of 45.00 feet;
thence North 60°22'50" West for a distance of 137.18 feet, more or less, to a point bearing South 31°25'11" West from the POINT OF BEGINNING;
thence North 31°25'11" East for a distance of 44.96 feet, more or less, to the

Exhibit A



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POINT OF BEGINNING.

ALL BEING SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.

Situate in the City of Burlington, County of Skagit, State of Washington.

Exhibit A



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EXHIBIT B

CAMMOCK PROPERTY

Owner "B"

Parcel "B"

That portion of Tracts 18 and 21, "Plat of the Burlington Acreage Property," as per plat recorded in Volume 1 of Plats, page 49, records of Skagit County, Washington, described as follows:

BEGINNING at the Southwest corner of Block 3, "Amended Plat of Burlington, Skagit County, Wash.," as per plat recorded in Volume 3 of Plats, page 17, records of Skagit County, Washington;
thence North $0^{\circ}02'25''$ East along the East line of Holly Street if extended Northerly, a distance of 569.50 feet to a point on the North line of that certain tract acquired by Public Utility District No. 1 by order of Condemnation under Skagit County Superior Court Case No. 16285 and dated November 3, 1939;
thence North $89^{\circ}58'05''$ West along the North line of said P.U.D. tract a distance of 100.00 feet to the Northwest corner of said P.U.D. tract and which point is the TRUE POINT OF BEGINNING of this description;
thence South $89^{\circ}58'05''$ East along said North line of said P.U.D. tract, a distance of 198.58 feet;
thence North $6^{\circ}36'55''$ East a distance of 238.27 feet;
thence on a curve to the left having a radius of 144.16 feet, an arc distance of 72.46 feet;
thence North $22^{\circ}11'05''$ West, a distance of 105.11 feet;
thence North $60^{\circ}27'05''$ West, a distance of 277.76 feet to a point on the South right of way line of a proposed 60 foot road, and which point is on a curve, the tangent to which bears South $65^{\circ}43'42''$ West at said point;
thence Southwesterly along said curve to the right having a radius of 166.42 feet, an arc distance of 65.10 feet;
thence continuing South $88^{\circ}08'25''$ West along the South right of way line of said proposed 60 foot road, a distance of 88.47 feet to a point 30.00 feet East of the North and South centerline of Section 32;
thence South $0^{\circ}43'30''$ West along a line which is parallel to and 30.00 feet East of said North and South centerline of said Section 32, a distance of 260.13 feet;
thence South $29^{\circ}54'55''$ East, a distance of 110.75 feet;
thence South $44^{\circ}24'10''$ East, a distance of 200.02 feet;
thence South $16^{\circ}21'25''$ West, a distance of 133.03 feet;
thence South $55^{\circ}53'35''$ East, a distance of 75.22 feet to a point on the West line of said P.U.D. tract;
thence North $0^{\circ}02'25''$ East along the West line of said P.U.D. tract, a distance of 144.38 feet to the TRUE POINT OF BEGINNING.

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EXCEPT that portion described as follows:

That portion of Tract 18, "Plat of the Burlington Acreage Property," as per plat recorded in Volume 1 of Plats, page 49, records of Skagit County, Washington, described as follows:

BEGINNING at the Southwesterly most corner of Lot 59, Plat of Tinas Coma, as per plat recorded under Skagit County Auditor's File No. 200008110004; thence South 60°22'50" East (called South 60°27'05" East in previous descriptions) along the Southwesterly line of said Lot 59, for a distance of 138.11 feet; thence South 32°37'04" West for a distance of 45.00 feet; thence North 60°22'50" West for a distance of 137.18 feet, more or less, to a point bearing South 31°25'11" West from the **POINT OF BEGINNING**; thence North 31°25'11" East for a distance of 44.96 feet, more or less, to the **POINT OF BEGINNING**.

TOGETHER WITH that portion of Lot 59, Plat of Tinas Coma, as per plat recorded under Skagit County Auditor's File No. 200008110004, described as follows:

Commencing at the Southwesterly most corner of said Lot 59, Plat of Tinas Coma; thence South 60°22'50" East (called South 60°27'05" East in previous descriptions) along the Southwesterly line of said Lot 59 for a distance of 138.11 feet to the **TRUE POINT OF BEGINNING**; thence continue South 60°22'50" East along said Southwesterly line for a distance of 30.00 feet, more or less, to an angle point on the Southerly line of said Lot 59, being a corner common to Lot 76 of said Plat of Tinas Coma; thence North 77°18'09" East along the line common to said Lots 59 and 76 for a distance of 20.92 feet to an angle point thereof; thence North 1°57'17" East along the line common to said Lots 59 and 76 for a distance of 63.74 feet, more or less, to a point on a non-tangent curve; thence along the arc of said non-tangent curve to the right, concave to the North, having an initial tangent bearing of South 81°56'49" West, a radius of 55.00 feet, through a central angle of 52°38'30" an arc distance of 50.53 feet, more or less, to a point bearing North 1°57'17" East from the **TRUE POINT OF BEGINNING**; thence South 1°57'17" West for a distance of 68.80 feet, more or less, to the **TRUE POINT OF BEGINNING**.

ALL BEING SUBJECT TO and **TOGETHER WITH** easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.

Situate in the City of Burlington, County of Skagit, State of Washington.

Exhibit B



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**EXHIBIT C
EASEMENT**

A non-exclusive mutually beneficial easement for ingress, egress and utilities (and the maintenance thereof) over, under and cross portions of Lot 59, Plat of Tinas Coma, as per plat recorded August 11, 2000 under Skagit County Auditor's File No. 200008110004 and Tract 18, Plat of Burlington Acreage Property, as per plat recorded in Volume 1 of Plats, page 49, records of Skagit County, Washington and being more particularly described as follows:

Commencing at the Southwesterly most corner of said Lot 59, Plat of Tinas Coma;
thence South 31°25'11" West along the Westerly line of that certain boundary line adjustment parcel granted to Property Investors, LLC by Quit Claim deed recorded under Skagit County Auditor's File No. 200701050123, for a distance of 44.96 feet, more or less, to the Southwesterly corner thereof;
thence South 60°22'50" East along the Southerly line of said Property Investors, LLC parcel for a distance of 112.14 feet and being the TRUE POINT OF BEGINNING of said non-exclusive mutually beneficial easement;
thence North 32°23'39" East for a distance of 36.78 feet;
thence North 55°15'00" East for a distance of 9.10 feet;
thence North 22°41'28" East for a distance of 27.70 feet;
thence North 13°35'38" East for a distance of 35.69 feet, more or less, to a point of curvature on the right-of-way margin of Burlington Heights Drive;
thence along the arc of said curve to the left, concave to the Northeast, having an initial tangent bearing of South 42°14'01" East, a radius of 55.00 feet, through a central angle of 3°10'40" an arc distance of 3.05 feet, more or less, to the Northwesterly most corner of that certain boundary line adjustment parcel granted to Cammock, LLC, by Quit Claim deed recorded under Skagit County Auditor's File No. 200701050123;
thence continue along said curve to the left, concave to the North, having a radius of 55.00 feet, through a central angle of 52°38'30" an arc distance of 50.53 feet, more or less, to the Northerly corner common to Lots 59 and 76 said Plat of Tinas Coma;
thence South 1°57'17" West along the line common to said Lots 59 and 76 for a distance of 63.74 feet to an angle point thereof;
thence South 77°18'09" West for a distance of 20.92 feet, more or less, to the Southerly corner common to said Lots 59 and 76;
thence North 60°22'50" West along the Southerly line of said Lot 59 for a distance of 24.99 feet;
thence South 32°37'04" West for a distance of 45.00 feet, more or less, to a point bearing South 60°22'50" East from the TRUE POINT OF BEGINNING;
thence North 60°22'50" West for a distance of 30.04 feet, more or less, to the

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TRUE POINT OF BEGINNING.

SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.

Situate in the City of Burlington, County of Skagit, State of Washington.

Exhibit C



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