

Return to  
Frankie Scott Johnson  
Teresa Elizabeth Johnson  
POB 173  
Rockport, WA 98283



200802210096  
Skagit County Auditor

2/21/2008 Page 1 of 16 3:47PM

GUARDIAN NORTHWEST TITLE CO.

JM-1434

ACCOMMODATION RECORDING ONLY

### ROADWAY EASEMENT AND MAINTENANCE AGREEMENT

THIS AGREEMENT is made between Edward E. Watson, III, and Kathryn M. Watson, husband and wife (hereinafter Watson); Jack D. Martin and Mary T. Martin (as her interests may appear); and Rowann K. Wetzel, as her separate property, (hereinafter Martin-1); and Alice M. Martin, as her separate property, and Gladys Martin, heir of Douglas Martin, (hereinafter Martin-2); and Frankie Scott Johnson and Teresa Elizabeth Johnson, husband and wife, (hereinafter Johnson).

#### Recitals:

A Watson owns property in the Northeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  and in Government Lot 3 of Section 29, Township 35 North, Range 10 East, W.M., which property is presently taxed as P45647 and P103088, and

Martin-1, owns property in the West  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  of Section 28, Township 35 North, Range 10 East, W.M., which property is presently taxed as P45604 and P45611, and

Martin-2, owns property in a Northerly portion of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 28, Township 35 North, Range 10 East, W.M. and a portion of the West 60 feet of the East  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  of Section 28, Township 35 North, Range 10 East, W.M., and

Johnson, owns property in Government Lots 3, 4 and 10 of Section 29, Township 35 North, Range 10 East, which property is taxed as P45620, P45621 and P126367.

B Said properties are subject to several easements of record including that certain "Roadway Easement And Maintenance Agreement" recorded as Skagit County Auditor's File Number (AFN) 9606030058. The parties hereto desire to extend the easement rights and provisions established by said AFN 9606030058 to Johnson and their property acquired by deed recorded as AFN 200707050122.

C Watson and Johnson also desire to provide additional easements and provisions between their properties.

D All parties recognize that a full and complete legal description of the easements set forth herein would be better than the descriptions set forth herein. However, in the interests of time and to save the expenses of a complicated survey the parties intend to proceed with the legal descriptions as set forth herein.

E Watson, Martin-1, and the Martin-2 hereby convey to Johnson easements for ingress, egress and utilities over, across and under the three following parcels designated M, N and O:

M: The West 60 feet of said East  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  of Section 28, Township 35 North, Range 10 East, W.M., Except those portions of said West 60 feet owned by Kenneth Perrigoué and Velma Perrigoué.

N: A 20-foot wide strip of land centered on the existing roadway described on said AFN 9606030058 running from the North line of the above described West 60 feet across the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 28, Township 35 North, Range 10 East, W.M. to the West line of said subdivision.

O: The East 20 feet of that portion of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 28, Township 35 North, Range 10 East, W.M. lying Southerly of the existing roadway described as Parcel N hereinabove, in order that Johnson can establish an easement without crossing the Perrigoué owned property.

F Watson hereby conveys to Johnson a non-exclusive easement for ingress, egress and utilities over, across and under the following parcel designated P:

P: A 20-foot wide strip of land centered on the existing roadway across a Northeasterly portion of the Watson Property in the Northeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 29, Township 35 North, Range 10 East, W.M. and approximately the South 60 feet of the Watson property in Government Lot 3 of said Section 29, to a point far enough North of the Watson existing gate that the Johnson can erect their own gate just Northerly of said Watson gate in the common fence line between the Watson and Johnson properties in said Government Lot 3.

G Johnson hereby conveys and quit claims to Watson a non-exclusive easement for ingress and egress over and across the following parcel designated Q:

Q: A 20-foot wide strip of land in that portion of Government Lot 3 of Section 29, Township 35 North, Range 10 East, W.M. owned by Johnson that is currently used by Watson as a roadway running Southwesterly from the Watson existing gate described in Parcel P above.

H The herein described agreements and easements are conveyed without monetary consideration.

I All parties hereto agree to convey and/or accept the easements described herein subject to all relevant terms and provisions of said AFN 9606030058.



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J Additionally Johnson covenants and agrees that they will NOT convey any of the easements established herein for their benefit to Jack D. Martin and Mary T. Martin, husband and wife, and said Jack D. Martin and Mary T. Martin agree that they will make no claim to any Easement established herein across the Watson property.

K No provision herein is intended to modify any existing agreement or easement not described herein and no such additional easement is abandoned by the recording of this "Roadway Easement and Maintenance Agreement".

Dated: February 2<sup>nd</sup>, 2008.

\_\_\_\_\_  
Edward E. Watson III

*Kathryn M. Watson*  
\_\_\_\_\_  
Kathryn M. Watson

\_\_\_\_\_  
Jack D. Martin

\_\_\_\_\_  
Mary T. Martin

\_\_\_\_\_  
Rowann K. Wetzel

\_\_\_\_\_  
Alice M. Martin

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Gladys Martin

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Frankie Scott Johnson

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Teresa Elizabeth Johnson



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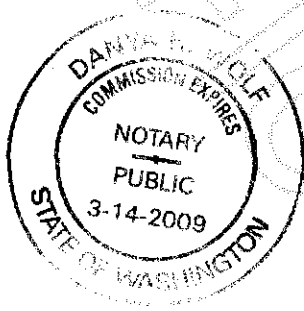
STATE OF WASHINGTON, }  
County of } ss.

ACKNOWLEDGMENT - Individual

On this day personally appeared before me Kathryn M. Watson  
to me known

to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that She  
signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 26<sup>th</sup> day of February, 2008.



Danna R. Coffey  
Notary Public in and for the State of Washington,  
residing at Mount Vernon

My appointment expires 3-14-2009

STATE OF WASHINGTON, }  
County of } ss.

ACKNOWLEDGMENT - Individual

On this day personally appeared before me \_\_\_\_\_  
to me known

to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that \_\_\_\_\_  
signed the same as \_\_\_\_\_ free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Washington,  
residing at \_\_\_\_\_

My appointment expires \_\_\_\_\_

This jurat is page \_\_\_\_\_ of \_\_\_\_\_ and is attached to \_\_\_\_\_



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J. Additionally Johnson covenants and agrees that they will NOT convey any of the easements established herein for their benefit to Jack D. Martin and Mary T. Martin, husband and wife, and said Jack D. Martin and Mary T. Martin agree that they will make no claim to any Easement established herein across the Watson property.

K. No provision herein is intended to modify any existing agreement or easement not described herein and no such additional easement is abandoned by the recording of this "Roadway Easement and Maintenance Agreement".

Dated: February 15, 2008.

  
Edward E. Watson III

\_\_\_\_\_  
Kathryn M. Watson

\_\_\_\_\_  
Jack D. Martin

\_\_\_\_\_  
Mary T. Martin

\_\_\_\_\_  
Rowann K. Wetzel

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Alice M. Martin

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Frankie Scott Johnson

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Teresa Elizabeth Johnson



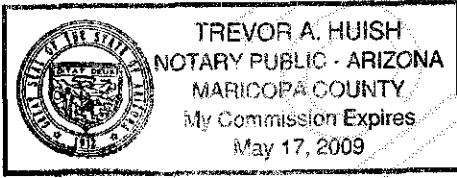
200802210096  
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STATE OF WASHINGTON, }  
County of Maricopa } ss.

ACKNOWLEDGMENT - Individual

On this day personally appeared before me Edward E Watson III and no others to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that me signed the same as Edward Watson free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 15th day of February 2008



*[Signature]*

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

My appointment expires 5/17/2009

STATE OF WASHINGTON, }  
County of } ss.

ACKNOWLEDGMENT - Individual

On this day personally appeared before me \_\_\_\_\_ to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that \_\_\_\_\_ signed the same as \_\_\_\_\_ free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

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

My appointment expires \_\_\_\_\_

This jurat is page \_\_\_\_\_ of \_\_\_\_\_ and is attached to \_\_\_\_\_



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Skagit County Auditor

J. Additionally Johnson covenants and agrees that they will NOT convey any of the easements established herein for their benefit to Jack D. Martin and Mary T. Martin, husband and wife, and said Jack D. Martin and Mary T. Martin agree that they will make no claim to any Easement established herein across the Watson property.

K. No provision herein is intended to modify any existing agreement or easement not described herein and no such additional easement is abandoned by the recording of this "Roadway Easement and Maintenance Agreement".

Dated: February 20th, 2008.

\_\_\_\_\_  
Edward E. Watson III

\_\_\_\_\_  
Kathryn M. Watson

\_\_\_\_\_  
Jack D. Martin

\_\_\_\_\_  
Mary T. Martin

\_\_\_\_\_  
Rowann K. Wetzel

\_\_\_\_\_  
Alice M. Martin

+ *Gladys Martin*  
\_\_\_\_\_  
Gladys Martin

\_\_\_\_\_  
Frankie Scott Johnson

\_\_\_\_\_  
Teresa Elizabeth Johnson



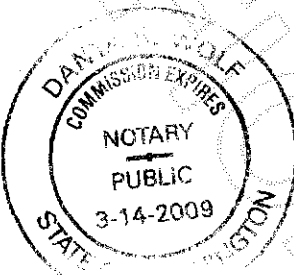
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STATE OF WASHINGTON, }  
 County of Skagit } ss.

ACKNOWLEDGMENT - Individual

On this day personally appeared before me Gladys Martin  
 \_\_\_\_\_ to me known  
 to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that she  
 signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 20<sup>th</sup> day of February, 2008.



Dana R. Wolf  
 Notary Public in and for the State of Washington,  
 residing at Mount Vernon

My appointment expires 3-14-2009

STATE OF WASHINGTON, }  
 County of \_\_\_\_\_ } ss.

ACKNOWLEDGMENT - Individual

On this day personally appeared before me \_\_\_\_\_  
 \_\_\_\_\_ to me known  
 to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that \_\_\_\_\_  
 signed the same as \_\_\_\_\_ free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
 Notary Public in and for the State of Washington,  
 residing at \_\_\_\_\_

My appointment expires \_\_\_\_\_

This jurat is page \_\_\_\_\_ of \_\_\_\_\_ and is attached to \_\_\_\_\_



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 Skagit County Auditor



J. Additionally Johnson covenants and agrees that they will NOT convey any of the easements established herein for their benefit to Jack D. Martin and Mary T. Martin, husband and wife, and said Jack D. Martin and Mary T. Martin agree that they will make no claim to any Easement established herein across the Watson property.

K. No provision herein is intended to modify any existing agreement or easement not described herein and no such additional easement is abandoned by the recording of this "Roadway Easement and Maintenance Agreement".

Dated: February 17, 2008.

\_\_\_\_\_  
Edward E. Watson III

\_\_\_\_\_  
Kathryn M. Watson

\_\_\_\_\_  
Jack D. Martin

\_\_\_\_\_  
Mary T. Martin

  
\_\_\_\_\_  
Rowann K. Wetzel

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Alice M. Martin

\_\_\_\_\_  
Gladys Martin

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Frankie Scott Johnson

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Teresa Elizabeth Johnson



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Skagit County Auditor

2/21/2008 Page

9 of 16 3:47PM

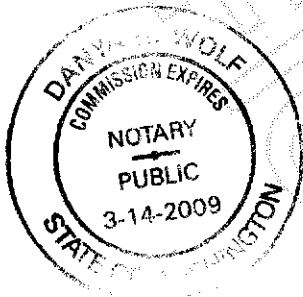
STATE OF WASHINGTON, }  
County of Skagit } ss.

ACKNOWLEDGMENT - Individual

On this day personally appeared before me Rawnn K. Wetzel

\_\_\_\_\_ to me known  
to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that She  
signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 14th day of February, 2008.



Danny R. Groll  
Notary Public in and for the State of Washington,  
residing at Mount Vernon  
My appointment expires 3-14-2009

STATE OF WASHINGTON, }  
County of \_\_\_\_\_ } ss.

ACKNOWLEDGMENT - Individual

On this day personally appeared before me \_\_\_\_\_

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

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Washington,  
residing at \_\_\_\_\_  
My appointment expires \_\_\_\_\_

This jurat is page \_\_\_\_\_ of \_\_\_\_\_ and is attached to \_\_\_\_\_



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Skagit County Auditor

J. Additionally Johnson covenants and agrees that they will NOT convey any of the easements established herein for their benefit to Jack D. Martin and Mary T. Martin, husband and wife, and said Jack D. Martin and Mary T. Martin agree that they will make no claim to any Easement established herein across the Watson property.

K. No provision herein is intended to modify any existing agreement or easement not described herein and no such additional easement is abandoned by the recording of this "Roadway Easement and Maintenance Agreement".

Dated: February 14, 2008.

\_\_\_\_\_  
Edward E. Watson III

\_\_\_\_\_  
Kathryn M. Watson

  
\_\_\_\_\_  
Jack D. Martin

  
\_\_\_\_\_  
Mary T. Martin

\_\_\_\_\_  
Rowann K. Wetzel

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Alice M. Martin

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Gladys Martin

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Frankie Scott Johnson

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Teresa Elizabeth Johnson



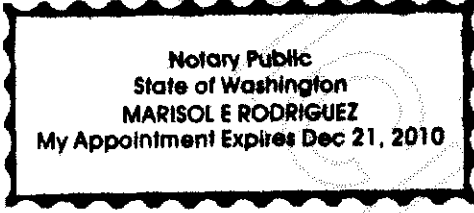
200802210096  
Skagit County Auditor

STATE OF WASHINGTON, }  
County of Skagit F } ss.

ACKNOWLEDGMENT - Individual

On this day personally appeared before me Mary T. Martin and Jack D. Martin to me known  
to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that  
signed the same as / free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 14 day of February, ~~2008~~



Marisol E Rodriguez  
Notary Public in and for the State of Washington,  
residing at  
My appointment expires December 21, 2010

STATE OF WASHINGTON, }  
County of } ss.

ACKNOWLEDGMENT - Individual

On this day personally appeared before me \_\_\_\_\_ to me known  
to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that  
signed the same as \_\_\_\_\_ free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

\_\_\_\_\_  
Notary Public in and for the State of Washington,  
residing at  
My appointment expires \_\_\_\_\_

This jurat is page \_\_\_\_\_ of \_\_\_\_\_ and is attached to \_\_\_\_\_



J. Additionally Johnson covenants and agrees that they will NOT convey any of the easements established herein for their benefit to Jack D. Martin and Mary T. Martin, husband and wife, and said Jack D. Martin and Mary T. Martin agree that they will make no claim to any Easement established herein across the Watson property.

K. No provision herein is intended to modify any existing agreement or easement not described herein and no such additional easement is abandoned by the recording of this "Roadway Easement and Maintenance Agreement".

Dated: February 16, 2008.

\_\_\_\_\_  
Edward E. Watson III

\_\_\_\_\_  
Kathryn M. Watson

\_\_\_\_\_  
Jack D. Martin

\_\_\_\_\_  
Mary T. Martin

\_\_\_\_\_  
Rowann K. Wetzel

*Alice M. Martin*

\_\_\_\_\_  
Alice M. Martin

\_\_\_\_\_  
Gladys Martin

\_\_\_\_\_  
Frankie Scott Johnson

\_\_\_\_\_  
Teresa Elizabeth Johnson



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Skagit County Auditor

STATE OF WASHINGTON, } ss.

ACKNOWLEDGMENT - Individual

County of Shahamish

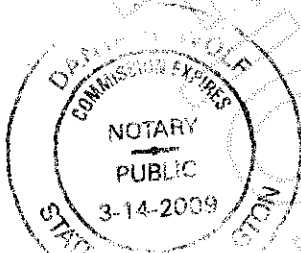
On this day personally appeared before me Alice M. Martin

to me known

to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that she

signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 20<sup>th</sup> day of February, 2008.



Danyelle R. Prill

Notary Public in and for the State of Washington,  
residing at Mount Vernon

My appointment expires 3-14-2009

STATE OF WASHINGTON, } ss.

ACKNOWLEDGMENT - Individual

County of

On this day personally appeared before me \_\_\_\_\_

to me known

to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that \_\_\_\_\_

signed the same as \_\_\_\_\_ free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Washington,  
residing at \_\_\_\_\_

My appointment expires \_\_\_\_\_



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J. Additionally Johnson covenants and agrees that they will NOT convey any of the easements established herein for their benefit to Jack D. Martin and Mary T. Martin, husband and wife, and said Jack D. Martin and Mary T. Martin agree that they will make no claim to any Easement established herein across the Watson property.

K. No provision herein is intended to modify any existing agreement or easement not described herein and no such additional easement is abandoned by the recording of this "Roadway Easement and Maintenance Agreement".

Dated: February 11, 2008.

\_\_\_\_\_  
Edward E. Watson III

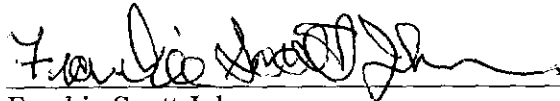
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Kathryn M. Watson

\_\_\_\_\_  
Jack D. Martin

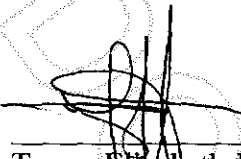
\_\_\_\_\_  
Mary T. Martin

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Rowann K. Wetzel

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Alice M. Martin



\_\_\_\_\_  
Frankie Scott Johnson



\_\_\_\_\_  
Teresa Elizabeth Johnson



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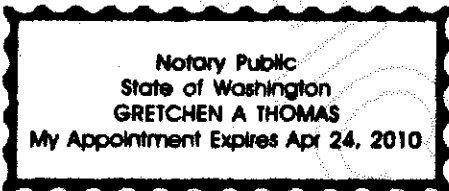
STATE OF WASHINGTON, }  
County of Skagit } ss.

ACKNOWLEDGMENT - Individual

On this day personally appeared before me Frankie S Johnson

\_\_\_\_\_ to me known  
to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he  
signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 11 day of February 2008



Gretchen A Thomas

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

My appointment expires 4-24-2010

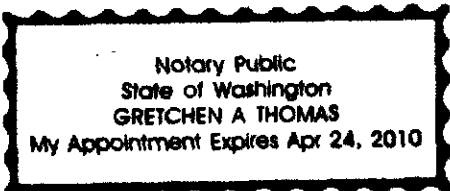
STATE OF WASHINGTON, }  
County of Skagit } ss.

ACKNOWLEDGMENT - Individual

On this day personally appeared before me Teresa S. Johnson

\_\_\_\_\_ to me known  
to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that she  
signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 11 day of February 2008



Gretchen A Thomas

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

My appointment expires 4-24-2010

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