



201006250112

Skagit County Auditor

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62001164

DOCUMENT TITLE: NONEXCLUSIVE EASEMENT AND MAINTENANCE AGREEMENT

REFERENCE NUMBER OF RELATED DOCUMENT: 201004050203;
201003250082

GRANTOR(S): THOMAS L. ALLEN and PAMELA J. ALLEN, husband and wife and the marital community of them composed

ADDITIONAL GRANTORS ON PAGE OF DOCUMENT.

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

GRANTEE(S): MICHAEL G. JANSMA and DIANNE DEBOER.

JUN 25 2010

ADDITIONAL GRANTEES ON PAGE OF DOCUMENT.

Amount Paid \$0
Skagit Co. Treasurer
By [Signature] Deputy

ABBREVIATED LEGAL DESCRIPTION:

LOT 5: LOT 5 OF ANACORTES SHORT PLAT ALLEN 6 LOT SHORT PLAT ANA-04-006, BARING'S ADD TO ANACORTES

LOT 6: LOT 6 OF ANACORTES SHORT PLAT ALLEN 6 LOT SHORT PLAT ANA-04-006, BARING'S ADD TO ANACORTES

ADDITIONAL LEGAL DESCRIPTION ON PAGE(S) 2 OF DOCUMENT.

ASSESSOR'S TAX/PARCEL NUMBER(S):

P122996, 3774-907-015-0500; P122997, 3774-907-015-0600

**NON-EXCLUSIVE EASEMENT
AND
MAINTENANCE AGREEMENT**

This Declaration/Agreement is made and entered into this ____ day of _____, 2010, by THOMAS and PAMELA ALLEN, husband and wife (hereinafter the "Declarants/Grantors"), and MICHAEL G. JANSMA and DIANNE DEBOER (hereinafter the "Grantees"). The Declarants/Grantors are the legal owners of record of real property and improvements described below on Exhibit "B" and Grantees are the legal owners of record of real property and improvements described below on Exhibit "A":

ACCOMMODATION RECORDING

See attached Exhibit "A" (hereinafter "Lot 5")
and
See attached Exhibit "B" (hereinafter "Lot 6")

The Declarants under this Declaration/Agreement do hereby establish of record a non-exclusive easement for ingress, egress and utilities over, under and through Lot 6 (hereinafter the "Easement"), for the benefit of the Grantees and future owners of Lot 5. Declarants further provide that this Easement is perpetual and SUBJECT TO the right of Declarants to dedicate the roadway to Skagit County as a public County road, all at the exclusive option of Declarants or their successors.

SAID AND DESCRIBED Easement is more specifically described in the attached Exhibit "D".

ROAD MAINTENANCE AGREEMENT

MAINTENANCE OF THE ABOVE-DESCRIBED EASEMENT (including labor and expenses) shall be equally among the owners of Lot 5 and Lot 6.

HOWEVER, the Grantee shall not be responsible for Maintenance of the Easement unless and until the Grantee shall use the Easement.

"MAINTENANCE" as used herein shall mean the equal requirement of said Lot owners and their successors in ownership to share in the labor and cost to maintain the Easement in a good and workmanlike manner and, so long as Declarants own one or more of the lots, within the reasonable requirements and specifications of the Declarants, and shall include but not be limited to the following:

- a. Ensure that minimum roadway crown is maintained so as to facilitate storm water runoff and reduce pothole development/action; and
- b. Repair potholes and other road service regularities promptly to avoid further erosion/damage; and



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- c. The addition of crushed rock or similar surfacing as reasonably necessary to maintain the roadway; and
- d. Removal or spraying of vegetation as reasonably necessary to maintain full roadway width and utility.

1. In the event maintenance of the Easement becomes necessary or desirable as a result of normal use, and one lot owner seeks the agreement of the others to its accomplishment but such agreement is unreasonably withheld, the party wishing to accomplish said work or have it accomplished may proceed with said maintenance work and all other parties shall then be responsible for their proportionate share of the reasonable costs of such work.

2. No lot owner or guest, invitees or agents of any lot owner shall so use or abuse the Easement so as to unreasonably interfere with the use of said Easement by any other lot owner; or so as to cause damage or deterioration to the Easement in excess of that which is fair, reasonable and normal for single family residential usage. In the event damage or deterioration is caused by any party, any party's invitee, guest or agent, or with any party's agreement or acquiescence, any required repairs shall be solely the responsibility of that party and the required repairs shall be promptly undertaken and completed. In the event the party causing the damage, directly or indirectly, does not effectuate such repairs, the other lot owners may do so after reasonable notice of their intention to do same, and be promptly reimbursed for all reasonable expenses in carrying out the needed repairs.

3. In the event a party is responsible for expenses for either routine repair under paragraph 1, or extraordinary repairs as defined in paragraph 2, and said party or parties fail to accomplish the repairs or pay their proportionate share of the expense thereof, the party or parties accomplishing the work or causing said work to be done shall have a lien on the other lot owners' properties who have not paid or paid their proportionate share of the repair/maintenance costs, which lien shall attach upon accomplishment of the work, which lien may be perfected and realized upon by following the procedure/rules as set forth in RCW 60.04.

4. If a disagreement arises between the parties in connection with this agreement or its enforcement, including enforcement of any other party's obligations or liens arising as set forth above, the substantially prevailing party shall be entitled to be reimbursed for their reasonable attorney's fees and costs incurred enforcing their rights hereunder.

5. For lien purposes, each lot owner's share of such costs and expenses for road maintenance shall be due and payable in annual, quarterly, or monthly installments as determined by the Declarant or by seventy five percent (75%) of the lot owners, as appropriate, and shall be due within thirty (30) days after the mailing of notice of assessment by the Declarant or the lot owners, as appropriate. Each lot shall have 1 vote. All such road maintenance/improvement assessments, together with late charges, interest, costs and reasonable attorney's fees, shall be a charge/lien on the land, and the Declarants



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shall have a continuing lien against the owners interest in such lot or lots to secure payment of any such assessment, charge or other amount due and owing to the Declarant or the other lot owners as set forth herein. Such lien may be enforced pursuant to the Laws of the State of Washington, including the provisions of the revised code of Washington as now in effect or as may hereafter be amended.

IN WITNESS WHEREOF, the Declarants/Grantors and Grantees do hereby affix their signatures below, and do further declare that they will execute any and all further documents as may be necessary to effectuate the spirit and intent of this Agreement. This Agreement shall be binding on and inure to the benefit of the heirs, successors and assigns of the parties hereto.

DATED this _____ day of _____, 2010.

TH ALLEN
THOMAS ALLEN

P ALLEN
PAMELA ALLEN

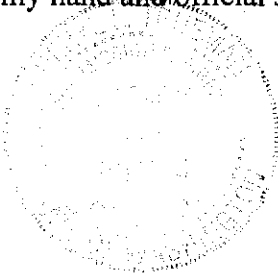
M G JANSMA
MICHAEL G. JANSMA

D DEBOER
DIANNE DEBOER

STATE OF WASHINGTON)
 :SS
COUNTY OF SKAGIT)

On this day personally appeared before me, THOMAS ALLEN, to me known to be the individual 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 23rd day of June, 2010.



Cheryl L. Trueman
Notary Public in and for the State of WA
Washington, residing at Mount Vernon
Cheryl L. Trueman

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EXHIBIT "A"
LOT 5

BARING'S ADD TO ANACORTES, ACRES 0.23, LOT 5 OF ANACORTES SHORT PLAT ALLEN 6 LOT SHORT PLAT ANA-04-006 AF#200505180066, BEING A PORTION OF BLOCKS 1908 1907 1906 OF BARING ADDITION TO ANACORTES LOCATED IN THE SOUTHEAST 1/4 OF SECTION 22. LOT 5 OF ANACORTES SHORT PLAT ALLEN 6 LOT SHORT PLAT ANA-04-006 AF#200505180066, BEING A PORTION OF BLOCKS 1908 1907 1906 OF BARING ADDITION TO ANACORTES LOCATED IN THE SOUTHEAST 1/4 OF SECTION 22.



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EXHIBIT B
LOT 6

BARING'S ADD TO ANACORTES, ACRES 0.74, TRACT B OF BOUNDARY LINE ADJUSTMENT RECORDED UNDER AF#200511080092 AKA LOTS 16 TO 19 INCLUSIVE, BLOCK 1907, BARING ADDITION TO ANACORTES, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGE 20, RECORDS OF SKAGIT COUNTY, WASHINGTON; EXCEPT THE FOLLOWING DESCRIBED TRACT; ALL OF LOT 16 AND THAT PORTION OF LOT 17, BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SAID LOT 17 WITH THE WEST LINE OF SAID SUBDIVISION; THENCE SOUTHEASTERLY TO A POINT ON THE SOUTH LINE OF SAID LOT 17 WHICH IS 24 FEET DISTANT ALONG SAID SOUTH LINE FROM THE SOUTHEASTERLY CORNER THEREOF; THENCE NORTHEASTERLY ALONG SAID SOUTH LINE, 24 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT; THENCE NORTHWESTERLY ALONG THE EAST LINE OF SAID LOT TO THE NORTHEASTERLY CORNER; THENCE SOUTHWESTERLY ALONG THE NORTH LINE OF SAID LOT 17 TO THE POINT OF BEGINNING WITH VACATED PORTIONS OF 4TH STREET WHICH BY OPERATION OF LAW ATTACH THERETO. EXCEPT THE FOLLOWING DESCRIBED TRACT; BEGINNING AT A POINT ON THE SOUTH LINE OF SAID LOT 17 THAT LIES 24 FEET SOUTH 70 DEGREES 27' 33" WEST FROM THE SOUTHEAST CORNER OF SAID LOT 17; THENCE SOUTH 19 DEGREES 32' 27" EAST 30 FEET; THENCE SOUTH 70 DEGREES 27' 33" WEST 8.74 FEET; THENCE NORTH 3 DEGREES 17' 57" WEST 31.24 FEET TO THE POINT OF BEGINNING. TRACT B OF BOUNDARY LINE ADJUSTMENT RECORDED UNDER AF#200511080092 AKA LOTS 16 TO 19 INCLUSIVE, BLOCK 1907, BARING ADDITION TO ANACORTES, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGE 20, RECORDS OF SKAGIT COUNTY, WASHINGTON; EXCEPT THE FOLLOWING DESCRIBED TRACT; ALL OF LOT 16 AND THAT PORTION OF LOT 17, BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SAID LOT 17 WITH THE WEST LINE OF SAID SUBDIVISION; THENCE SOUTHEASTERLY TO A POINT ON THE SOUTH LINE OF SAID LOT 17 WHICH IS 24 FEET DISTANT ALONG SAID SOUTH LINE FROM THE SOUTHEASTERLY CORNER THEREOF; THENCE NORTHEASTERLY ALONG SAID SOUTH LINE, 24 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT; THENCE NORTHWESTERLY ALONG THE EAST LINE OF SAID LOT TO THE NORTHEASTERLY CORNER; THENCE SOUTHWESTERLY ALONG THE NORTH LINE OF SAID LOT 17 TO THE POINT OF BEGINNING WITH VACATED PORTIONS OF 4TH STREET WHICH BY OPERATION OF LAW ATTACH THERETO. EXCEPT THE FOLLOWING DESCRIBED TRACT; BEGINNING AT A POINT ON THE SOUTH LINE OF SAID LOT 17 THAT LIES 24 FEET SOUTH 70 DEGREES 27' 33" WEST FROM THE SOUTHEAST CORNER OF SAID LOT 17; THENCE SOUTH 19 DEGREES 32' 27" EAST 30 FEET; THENCE SOUTH 70 DEGREES 27' 33" WEST 8.74 FEET; THENCE NORTH 3 DEGREES 17' 57" WEST 31.24 FEET TO THE POINT OF BEGINNING.

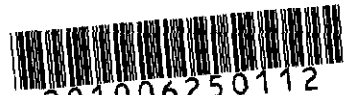


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EXHIBIT "D"
EASEMENT

That portion of Lot 5, ALLEN 6 Lot Short Plat ANA 04-006 in the S.E. 1/4 , Sec. 22, TWP 35 N., Rng. 1 E, W.M. City of Anacortes, WA, Northerly of the South line of Lot 4.

Situate in the County of Skagit, State of Washington.



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