

Return address:

PATRICIA M. P ROBERT W. PEDERSEN
PO BOX 925
ANACORTES, WA 98221



201203270132
Skagit County Auditor

3/27/2012 Page 1 of 5 3:52PM

Document Title: DEAD GRANTING MUTUAL EASEMENTS

Reference Number :

Grantor(s):

additional grantor names on page ___

1. Patricia M. Pedersen
2. Robert W. Pedersen

Grantee(s):

additional grantee names on page ___

1. Judy M. Murphy
2. Patrick A. Murphy

Abbreviated legal description:

full legal on page(s) ___

Track 5 & Track 6 Stauffers Addition Sinclair Island

Assessor Parcel / Tax ID Number:

additional tax parcel number(s) on page ___

TP# P69787
TP# P69786

DEED GRANTING MUTUAL EASEMENTS

RECITALS

Both properties referenced herein share a driveway across a common property line. To clearly establish rights and responsibilities with regard to the driveway the Grantors and Grantees Robert and Patricia Pederson and Grantors and Grantees Patrick and Judy Murphy, hereby make the following grants of mutual nonexclusive easements and shared maintenance agreement. This agreement will bind all heirs, successors, and assigns and run with land in perpetuity.

GRANT OF EASEMENT

The owners shall share equally in maintaining the driveway and allow use that has been historical.

The driveway access is for ingress and egress benefiting both parcels and shall be nonexclusive and shared. Maintenance shall be equally shared, ~~with either party being allowed to engage in improvement (as hereby from distinguished from ordinary maintenance) for their own benefit without the consent or participation of the other.~~ Maintenance projects will benefit from cooperation and economies of scale. Both grantors hereby agree to cooperate in such joint maintenance projects.

Description of the Easement

Non-exclusive easement for ingress and egress over and across an existing 20' wide private road across private road across lots 5 and 6 of STOFFER'S addition, Sinclair Island, as recorded in Volume 8 of Plats Page 69, Records of Skagit County:

Legal Descriptions:

Property: TP# P69787,
Tract 6 Stoffer's Addition Sinclair Island, according to the plat thereof recorded in Volume 8 of Plats, page 69, records of Skagit County, Washington

Property: TP#P69786,
Tract 5 Stoffer's Addition Sinclair Island, according to the plat thereof recorded in Volume 8 of Plats, page 69, records of Skagit County, Washington

SEVERABILITY

If a court of competent jurisdiction finds any provision, clause, or section of this document to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision, clause, or section illegal, invalid, or unenforceable as to any other circumstance. If feasible the offending provision, clause, or section shall be considered modified so that it shall becomes legal, valid, and enforceable. If the offending provision, clause, or section cannot be so modified, it shall be considered deleted from this document.



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Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision, clause, or section of this document shall not affect the legality, validity, or enforceability of any other provision, clause, or section of this document

JURISDICTION AND VENUE

If litigation is necessary to enforce this agreement, the jurisdiction shall be a court of proper jurisdiction in Skagit County pursuant to the laws of Washington in force on the date of signing. The prevailing party shall be entitled to all legal costs, including but not limited to; court costs, attorney's fees, service fees, filing fees and all other costs associated with litigation.

NO WAIVER

The failure of any party to insist upon strict performance of a covenant hereunder or of any obligation hereunder, irrespective of the length of time for which such failure continues, shall not be a waiver of such party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation hereunder shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

AMENDMENT OF AGREEMENT

Except as otherwise provided herein, this Agreement shall be amended only upon the written agreement.

APPLICABLE LAW

This Agreement and the rights and obligations of the parties hereunder shall be governed by and interpreted, construed and enforced in accordance with the laws of the State of Washington (regardless of the choice of law principles of Washington or of any other jurisdiction).

NOTICE

Formal Notice of any type to parties of this agreement shall be via registered return receipt requested United States mail to the address given herein. Notice of any violation may be verbal on site if, subsequent formal notice is required it shall be delivered as described above.

DEFAULT AND REMEDIES

Any breach of the terms of this agreement shall constitute default and Remedies shall include without limitation specific performance, liquidated damages, specific and general damages, and actual attorney's fees, court costs, and all other costs associated with enforcement of this agreement.

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

MAR 27 2012

Amount Paid \$ 0
Skagit Co. Treasurer
By *MG* Deputy

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ACKNOWLEDGEMENTS

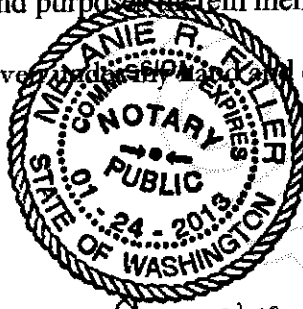
X Robert Pedersen X Patricia Pedersen

Grantors /Grantees Robert Pedersen

Patricia Pedersen

On this day personally appeared before me Robert and Patricia Pedersen, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my official seal this 25th day of Dec., 2011.



Melanie R. Miller
NOTARY PUBLIC, State of Washington

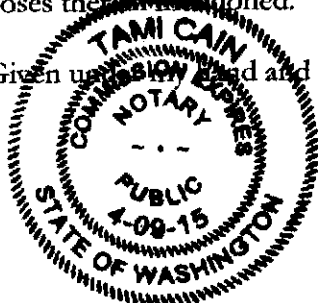
Residing at Arcata, WA
My commission expires: 1/24/13

X Patrick A. Murphy Grantor/
Grantee Patrick Murphy

X Judy M. Murphy Grantor/
Grantee Judy Murphy

On this day personally appeared before me Patrick and Judy Murphy, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my official seal this 11 day of November, 2011.

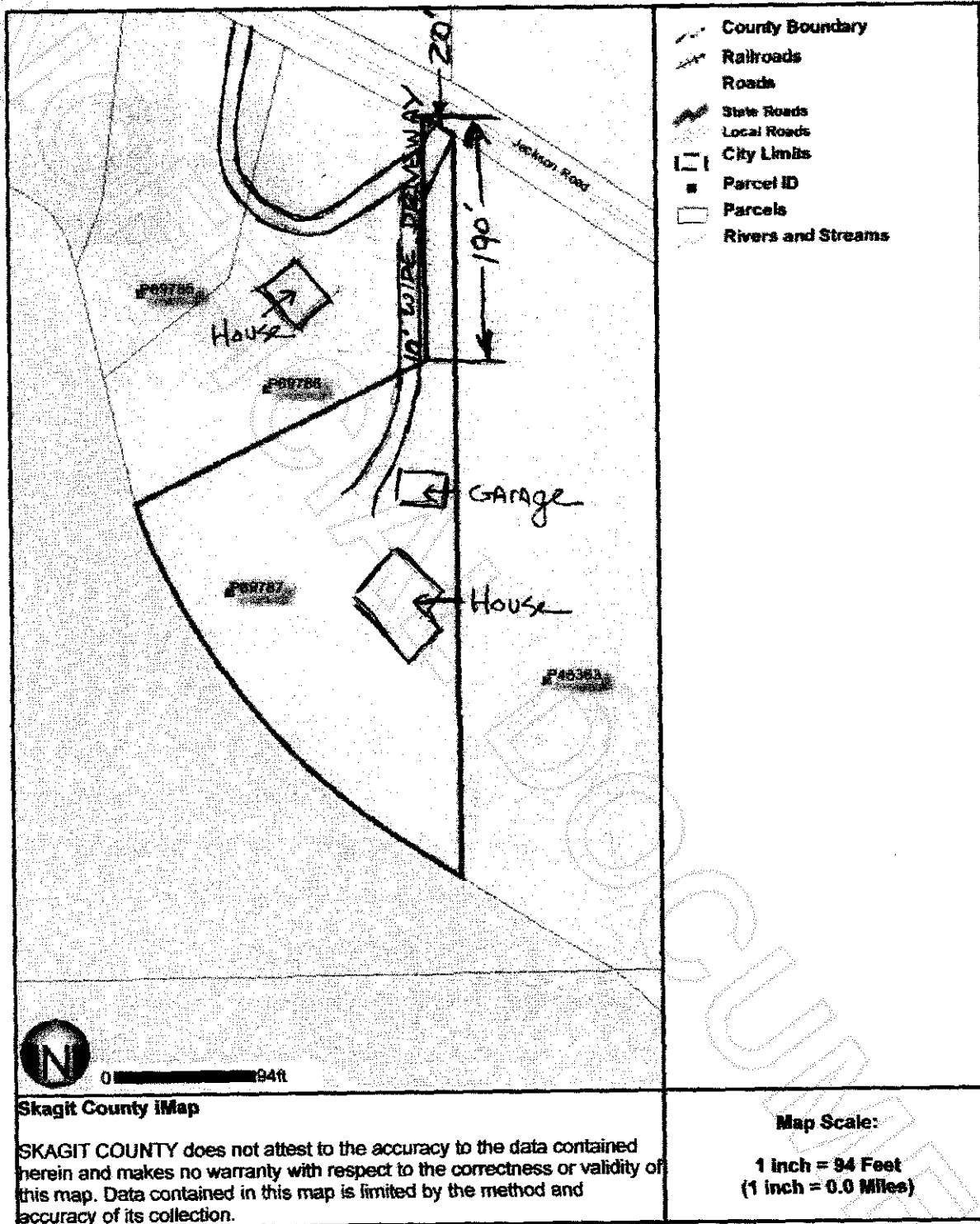


Tami Cain
NOTARY PUBLIC, State of Washington

Residing at Kenmore, WA
My commission expires: 4-9-15



Skagit County GIS Map



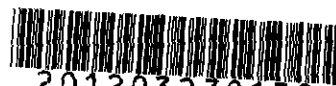
Skagit County iMap

SKAGIT COUNTY does not attest to the accuracy to the data contained herein and makes no warranty with respect to the correctness or validity of this map. Data contained in this map is limited by the method and accuracy of its collection.

Map Scale:

1 inch = 94 Feet
(1 inch = 0.0 Miles)

<http://www.skagitcounty.net/GIS/Applications/iMap/Asp/iMap.asp?prn=true&RasterVect...> 10/28/2011



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