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ISLAND COUNTY AUDITOR EAS

RETURN ORIGINAL DOCUMENT TO:
JAMES H. HUTTON
PO BOX 231202
ANCHORAGE, AK 99523

EXCISE TAX EXEMPT

JUN 09 2006

LINDA E. RIFFE
ISLAND COUNTY TREASURER

**DECLARATION OF EASEMENT AND AGREEMENT AS TO
JOINT USE AND MAINTENANCE OF COMMON DRIVEWAY**

KNOW ALL MEN BY THESE PRESENTS that

James H. Hutton and Charlene D. Hutton, Trustees, the undersigned owners of the parcels of real property described in EXHIBIT "A", attached hereto and incorporated herein by this reference, and referenced therein as PARCEL "A" and PARCEL "B"

DO HEREBY DECLARE AND ESTABLISH an EASEMENT on PARCEL "A" for the benefit of PARCEL "B" which easement is described as follows:

**A non-exclusive easement for ingress,
egress and utilities over and across
the South 400 feet of PARCEL "A"**

AND ALSO HEREBY DECLARE AND ESTABLISH the following AGREEMENT AS TO THE JOINT USE AND MAINTENANCE of the COMMON DRIVEWAY served by the above EASEMENT for INGRESS AND EGRESS for the parcels described herein; NOW THEREFORE:

GRANT, DECLARE, and CONFIRM that the easement described above is to benefit and run in favor of the OWNERS, present and future, of the parcels of real property described herein;

GRAVEL DRIVEWAY currently serving PARCEL "B" has been constructed within the described easement, and that any new construction or any extension of the driveway over said easement shall be at the sole expense of the party or parties desiring same;

OWNERS of the parcels herein, AGREE to EQUALLY bear the cost and responsibility for the joint maintenance and/or repair of the common driveway, which is or may be constructed or located within the described easement. FURTHER, it is agreed that an owner of any parcel described herein need not share in such maintenance cost and expense until such time as there is actual and regular use of the driveway. Actual and regular use of the road shall be deemed to include use for ingress or egress for permanent or seasonal residential purposes, or for commercial logging and/or agricultural purposes; AND in the event that the driveway is damaged by heavy vehicles, including vehicles used for construction or excavating purposes, the owners of the parcel for such use is made will be solely responsible for repairing such damage;

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This AGREEMENT shall be governed by, construed by, and interpreted in accordance with the laws of the State of Washington.

This EASEMENT and AGREEMENT herein, subject to the terms and conditions herein, shall serve and be appurtenant to each of the parcels described and referenced herein, and shall be binding upon the undersigned, their heirs, successors, and/or assigns, and as such, shall be considered running with the land; and shall supersede all previous easement(s) affecting GRAVEL DRIVEWAY currently serving PARCEL "E".

In witness whereof, the undersigned parties hereto executed this agreement to be effective as of the date set forth below.

[Signature]
James H. Hutton, Trustee

6.4.06
Date

[Signature]
Charlene D. Hutton, Trustee

06/04/06
Date

State of Alaska
County of _____) ss

I, the undersigned, a Notary Public in and for the above named County and State, do hereby certify that on this 4th day of June, 2006, personally appeared before me James AND Charlene Hutton to me known to be the individuals above described in and who executed the within instrument, and acknowledge that he (they) signed and sealed the same as _____ free and voluntary act and deed, for the uses and purposes therein mentioned.

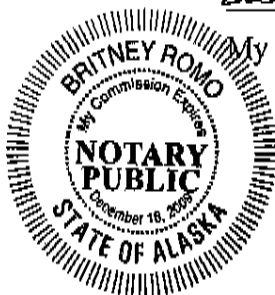
GIVEN under my hand and official seal the day and year last above written.

(SIGNATURE) [Signature]

(NAME - PRINTED) Britney Romo

Notary Public in and for the State of Alaska residing at
2259 E. 56th Ave. #4 Anchorage AK 99507

My Commission Expires: 12/16/09





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ISLAND COUNTY AUDITOR

EAS

Exhibit "A"

Parcel "A"

(R23432-083-0230)

The West 494 feet of Government Lot 1, Section 32, Township 34 North, Range 2 East, W.M.
EXCEPT the North 305 as measured along the West line thereof;
and ALSO EXCEPT the West 384 feet of the South 617.39 feet thereof;
and ALSO EXCEPT the County Road along the South line thereof known as Helder Road.

Situated in the County of Island, State of Washington.

Parcel "B"

(R23432-040-0880)

The North 271.96 feet of the South 514.59 feet of that portion of Government Lot 1, Section 32,
Township 34 North, Range 2 East, W.M., lying west of the centerline of County Road known as
Jones Road;
EXCEPT the West 494.00 feet thereof; and
EXCEPT any portion thereof lying within County Road known as Jones Road on the East.

Situated in the County of Island, State of Washington.

