



200407150062  
Skagit County Auditor

7/15/2004 Page

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211:01AM

## EASEMENT AGREEMENT

Reference Nos.: 88174

Section, Township and Range: Sec. 35 T36N, R3E

Tax Parcel No./Account No.: P48747/360335-4-007-009

Grantor: PAUL W. TAYLOR

Grantee: CAROLYN C. TAYLOR

THIS EASEMENT AGREEMENT is made and entered into this \_\_\_ day of May 2004, by and between PAUL W. TAYLOR., a single man ("Grantor"), and CAROLYN C. TAYLOR, a single woman ("Grantee").

### Recitals:

1. Grantor is the owner of real property are legally described as follows: Lot B of Short Plat 64-78, recorded in Skagit County Auditors file number 888174 on September 26, 1978, being a portion of the North half of the Southwest Quarter of the Southeast Quarter of Section 35, Township 36 North, Range 3 East, W.M. situated in Skagit County, State of Washington. (hereinafter referred to as "Grantor's Property").

2. Grantee is the owner of real property legally described as follows: Lot A of Short Plat 64-78, recorded under Skagit County Auditors file number 888174 on September 26, 1978, being a portion of the North half of the Southwest Quarter of the Southeast Quarter of Section 35, Township 36 North, Range 3 East, W.M. situated in Skagit County, State of Washington. (Hereinafter referred to as "Grantee's Property").

3. Grantor has agreed to grant Grantee a non-exclusive perpetual easement for access and utilities over, under, and across a strip of land along the southwest corner of the Grantor's Property for the benefit of Grantee's Property as more specifically described herein.

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

JUL 15 2004

Amount Paid \$  
Skagit Co. Treasurer  
By  Deputy

**NOW, THEREFORE IN CONSIDERATION OF THE COVENANTS AND MUTUAL AGREEMENTS CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:**

1. Grantor hereby grants to Grantee, a non-exclusive perpetual easement for access and utilities, over, under, and across a strip of land bordering the southwest corner of Grantor's property as it is currently constructed.

2. Grantee shall be solely responsible the upkeep, maintenance and repair of the roadway constructed by Grantee.

3. The parties agree to exercise their best efforts and good faith to resolve problems associated with the easement. Should the parties be unable or unwilling to amicably resolve any dispute concerning this easement, including the interpretation of this agreement, then they agree to submit to binding arbitration under the Rules of Mandatory Arbitration for The

Superior Court of Skagit County, Washington, regardless of the nature of the dispute or the amount in controversy, and the parties agree that the result reached in such arbitration shall be binding and not appealable and that the prevailing party shall be awarded its reasonable attorney fees and costs as part of the Arbitrator's decision.

5. The benefits, burdens, and covenants of the easement granted herein shall be deemed to run with the land and bind the Grantor's Property and the Grantee's Property, the Grantor and Grantee, and their respective heirs, successors and assigns, and all persons possessing the property by, through, or under the parties hereto or their respective heirs, successors and assigns.

6. This agreement shall not be construed as a "third-party beneficiary contract." There are no verbal or other agreements that may modify or affect this easement agreement. 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 WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

GRANTOR

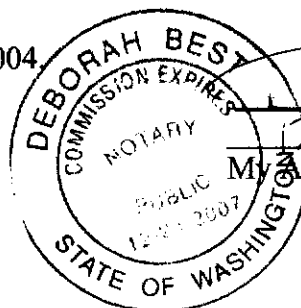
*Paul W. Taylor*

PAUL W. TAYLOR

STATE OF WASHINGTON )  
COUNTY OF SKAGIT )

I certify that PAUL W. TAYLOR appeared personally before me and signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED July 15, 2004.



12-24-07 NOTARY PUBLIC

My Appointment



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Skagit County Auditor