



200408100140

Skagit County Auditor

8/10/2004 Page

1 of

6 3:26PM

**AFTER RECORDING MAIL TO:**

Name MICHAEL GIFFORD

Address 4929 SHARPE ROAD

City / State ANACORTES, WA 98221

**FIRST AMERICAN TITLE CO.**  
**AB1836**  
**ACCOMMODATION RECORDING ONLY**

**Document Title(s):** (or transactions contained therein)

1. ACCESS EASEMENT AND ROAD MAINTENANCE
2. AGREEMENT
- 3.
- 4.



*First American Title Insurance Company*

**Reference Number(s) of Documents assigned or released:**

Additional numbers on page \_\_\_\_\_ of document

*(this space for title company use only)*

**Grantor(s):** (Last name first, then first name and initials)

1. MANN LIVING TRUST, SHARON
- 2.
- 3.
- 4.
5.  Additional names on page \_\_\_\_\_ of document

**Grantee(s):** (Last name first, then first name and initials)

1. GIFFORD, MICHAEL
2. GIFFORD, SUE-ANN
- 3.
- 4.
5.  Additional names on page \_\_\_\_\_ of document

**Abbreviated Legal Description as follows:** (i.e. lot/block/plat or section/township/range/quarter/quarter)

Section 11, Township 34, Range 1; Ptn. Gov. Lot 5 and  
Ptn. NE - SE

Complete legal description is on page \_\_\_\_\_ of document

**Assessor's Property Tax Parcel / Account Number(s):** 340110-0-027-0005 P19140

**NOTE:** *The auditor/recorder will rely on the information on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.*

## ACCESS EASEMENT AND ROAD MAINTENANCE AGREEMENT

THIS ACCESS EASEMENT AND ROAD AGREEMENT is made and entered into this 23rd day of JULY, 2004, by and between Sharon K. Mann, Trustee of the Sharon Mann Living Trust ("Grantor"), and MICHAEL GIFFORD and SUE-ANN GIFFORD, ("Grantees")

### RECITALS

- A. Grantor is the sole current owner of all that certain real property in Skagit County, Washington, described in Exhibit A attached hereto as the Mann Parcel and described in this Agreement as the "Mann Property";
- B. Grantees are the sole current owners of all that certain real property in Skagit County, Washington, described in Exhibit A attached hereto as the Gifford Parcel and described in this Agreement as the "Gifford Property"
- C. Grantor desires to grant and Grantees desire to obtain an access easement over and across a portion of the Mann Property for purposes of ingress, egress and utilities. Grantor and Grantees also desire to establish a Road Maintenance Agreement as to the existing road within the Easement Area as defined below.

### AGREEMENT

1. Grant of Easement. Grantor, for herself and for her heirs and successors in interest to the Mann Property, hereby grant, establish and convey to Grantees and their heirs and successors in interest to the Gifford Property a perpetual, nonexclusive easement over and across that portion of the Mann Property described in Exhibit B attached hereto (the "Easement Area") for the purposes of ingress, egress and utilities, and Grantees accept such easement on the terms and conditions herein contained.
2. Use of Easement. The Easement granted herein is expressly limited to use for ingress, egress and utilities from the Gifford Property to Sharpe Road in Anacortes, Washington, over and across the Easement Area using the road thereon within the Easement Area as it exists now. Grantor hereby reserves for herself and her successors and assigns the right to use the Easement Area in a manner not inconsistent with this Access Easement and Road Agreement; provided that such use does not unreasonably interfere with Grantees' permitted use of the Easement Area.
3. Limitations on Use. Grantees, for themselves and their heirs and successors in interest to the Gifford Property, hereby accept the following limitations on the use of the Easement Area.

- a. Grantees shall not, in any case, used the Easement Area to serve more than one property.

- b. Should construction occur on the Gifford Property, the Easement Area shall not be used by construction or material supply vehicles except between the hours of 7:00 a.m. and 9:00 p.m.
- c. Parking of vehicles, the maintenance of vehicles or the performance of any work on vehicles of any sort is prohibited within the Easement Area.

4. Risk of Use. Grantees assume all risk of the use of the Easement Area by themselves and their tenants, licensees and invitees and shall defend and indemnify Grantor from and against all claims for property damage or personal injury that arise from such use.

5. Maintenance Obligations. Grantees shall perform and be financially responsible for all improvements, maintenance and periodic upkeep of the road within the Easement Area. Grantees shall maintain the road within the Easement Area in such condition as is required to facilitate the easy passage of a standard domestic passenger vehicle.

6. Easement Subject to Existing Rights. The Easement and other rights described herein are granted subject to current taxes and assessments and all covenants, conditions, restrictions, reservations, right, right of ways, easements and encumbrances affecting the Easement Area as of the date hereof.

7. Enforcement. This Access Easement and Road Maintenance Agreement is specifically enforceable and in the event either party brings any action to so enforce this Access Easement and Road Maintenance Agreement or recover any damages as a result of any breach hereof the prevailing party shall be reimbursed by the losing party for its costs and attorneys' fees therein incurred.

8. Successors and Assigns. The rights, obligations, restrictions, covenants and conditions contained in this Access Easement and Road Maintenance Agreement shall run with the Mann and Gifford properties and bind and inure to the benefit of the parties hereto and their respective successors in interest to the Mann and Gifford properties; provided, however, no person shall have any liability under this Access Easement and Road Maintenance Agreement for any obligations arising or acts or omissions occurring after the date such person conveys all of its interests in such property to another person.

9. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to this Access Easement and Road Maintenance agreement and may not be modified except through a recorded agreement executed by such parties or their respective successors in interest.



IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

GRANTOR:

GRANTEES:

Sharon K. Mann  
Sharon K. Mann  
Trustee

[Signature]  
Michael Gifford

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

AUG 10 2004

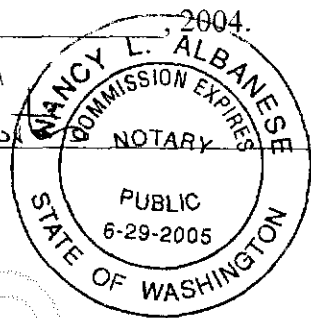
[Signature]  
Sue-Ann Gifford

State of Washington }  
County of Skagit } SS. [Signature]  
Amount Paid }  
Skagit Co. Treasurer }  
Deputy }

On this day personally appeared before me Sharon K. Mann, to me known to be the individual 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 23<sup>rd</sup> day of July, 2004.

[Signature]  
Notary Public in and for the State of Washington, residing at: Anacortes  
My appointment expires: 6-29-05

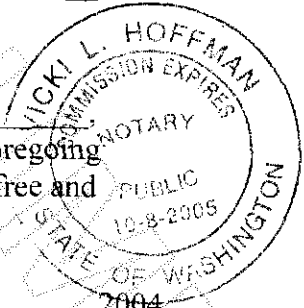


State of Washington }  
County of Skagit } SS.

On this day personally appeared before me MICHAEL GIFFORD AND SUE-ANN GIFFORD to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that **he/she/they** signed the same as **his/her/their** free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 27<sup>th</sup> day of JULY, 2004.

[Signature]  
Notary Public in and for the State of Washington, residing at: ANACORTES  
My appointment expires: 10-8-05



## Exhibit A

Mann Parcel P-19181 also know as Tax Parcel No 340111-4-001-007

Lot A revised short Plat 47-80 recorded in Volume 6 of Plats, Page 54, recorded under Auditor's File No 8304070019, Situate in the County of Skagit, State of Washington, being a portion of the Northeast 1/4 of the southeast 1/4 of Section 11, Township 34 North, range 1East, W.M.

Gifford

/ Parcel P- 73063 also known as Tax Parcel

All that portion of the Northeast 1/4 of the Southeast 1/4 of Section 11, Township 34 North, Range 1East, W.M. described as follows:

Beginning at a point on the North line of said subdivision at a point 802.45 feet West of the Northeast corner thereof, said point also being the Northwest corner of Lot "A" of revised Short Plat No 47-80 as recorded in Volume 6 of Short Plats, page 54; thence South 22 degrees 30'06" East along the Westerly line of said Lot "A" for 384 feet; thence South 67 degrees 29'54" West 300 feet; thence North 22 degrees 30'06" West for 511.45 feet to the Northerly line of the Northeast 1/4 of the Southeast 1/4 of said Section 11; thence South 89 degrees 29'06" East 325.95 feet to the point of beginning;

TOGETHER WITH the East 100 feet of Lot 3 of Skagit County Short Plat No. 13-90 as approved April 18, 1990 and recorded April 26, 1990 in Volume 9 of Short Plats, page 219A, under Auditor's File No. 9004260008, records of Skagit County, Washington, being a portion of Government Lots 4 and 5, Section 11, Township 34 North, Range 1East, W.M.

Situate in the County of Skagit, State of Washington.



200408100140

Skagit County Auditor

8/10/2004 Page

5 of

6 3:26PM

## EXHIBIT B

### EASEMENT AREA

Beginning at the Southern most corner of Lot A as described on Exhibit "A" hereto; thence northerly along the Southwesterly line of said Lot "A", a distance of 280 feet; thence Northeasterly 16 feet, parallel with the Northwesterly line of Sharpe Road; thence Southeasterly parallel with the Southwesterly line of said Lot "A" to the Northwesterly line of Sharpe Road; thence Southwesterly along said line to the point of beginning. (This legal description is intended to include the existing roadway on the date hereof.)

Situate in the County of Skagit, State of Washington.



200408100140

Skagit County Auditor