



200502170144  
Skagit County Auditor  
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After recording return document to:

YOUNGQUIST & BETZ  
904 South Third  
Mount Vernon, WA 98273

**DOCUMENT TITLE: GRANT OF EASEMENT**

**REFERENCE NUMBER OF RELATED DOCUMENT: N/A**

**GRANTOR(S): ALEXANDER A. MCLAREN, a single man**

**ADDITIONAL GRANTORS ON PAGE OF DOCUMENT.**

**GRANTEE(S): THOMAS L. ALLEN and PAMELA J. ALLEN, husband and wife and the marital community of them composed, an undivided one-half (1/2) interest, and RICHARD G. BERENDS and CORINA J. BERENDS, husband and wife and the marital community of them composed, an undivided one-half (1/2) interest.**

**ADDITIONAL GRANTEES ON PAGE OF DOCUMENT.**

**ABBREVIATED LEGAL DESCRIPTION:**

Grantor's Parcel: Ptn Lot 8, Blk 1001, "Northern Pacific Addition to Anacortes"  
Grantee's Parcel: Lots A and B (the olds Lots 6, 7, and east 1/2 of 8), Block 1001, "Northern Pacific Addition to Anacortes".

**ADDITIONAL LEGAL DESCRIPTION ON PAGE(S) 8 & 9 OF DOCUMENT.**

**ASSESSOR'S TAX/PARCEL NUMBER(S):**

Grantor's Parcel: P58139  
Grantee's Parcel: P58137

SKAGIT COUNTY WASHINGTON  
Real Estate Excise Tax  
Paid

FEB 17 2005

Amount Paid \$ 0  
Skagit County Treasurer  
By: Deputy

THIS AGREEMENT is made this 14<sup>th</sup> day of FEBRUARY, 2005, by and between ALEXANDER A. MCLAREN, a single man (the "GRANTOR"), and THOMAS L. ALLEN and PAMELA J. ALLEN, husband and wife and the marital community of them composed, and RICHARD G. BERENDS and CORINA J. BERENDS, husband and wife and the marital community of them composed (the "GRANTEES"), and each of them.

**RECITALS:**

**WHEREAS**, the Grantor owns and has title to real property described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Grantor's Parcel"), located in Skagit County, Washington; and,

**WHEREAS**, the Grantees own and have title to real property described in Exhibit "B" attached hereto and incorporated herein by this reference (the "Grantees' Parcel"), located in Skagit County, Washington; and,

**WHEREAS**, the Grantor and Grantees, in lieu of separately providing their respective properties with utilities and a driveway, see benefit to both parties in cooperating to provide their properties with a single underground utility access and a single, 20 foot meandering driveway on conjoined easements that each party shall grant to the other for said purposes; and,

**WHEREAS**, the Grantor desires to extend to the Grantees a perpetual, non-exclusive easement for ingress and egress, and the construction, installation and continuing maintenance of underground utilities and a driveway under the following terms and conditions, and in furtherance of said purpose;

NOW, THEREFORE, the parties agree as follows:

**AGREEMENT:**

THE GRANTOR, for and in consideration of the GRANTEES' grant of easement to the Grantor as reflected in the boundary line adjustment plan recorded of equal date herewith, and other benefits derived or to be derived by the Grantor, and other good and valuable consideration acknowledged by his signature below, does hereby grant and convey to the GRANTEES, THOMAS L. ALLEN and PAMELA J. ALLEN, husband and wife and the marital community of them composed, an undivided one-half (1/2) interest, and to RICHARD G. BERENDS and CORINA J. BERENDS, husband and wife and the marital community of them composed, an undivided one-half (1/2) interest, in a perpetual, non-exclusive easement under, over, through and across the Grantor's property, for ingress and egress, and the construction, installation and continuing maintenance of underground utilities and a driveway; all more particularly described in Exhibit "C", attached hereto and incorporated herein by this reference (the "EASEMENT").

**I Purposes.** This easement shall benefit the Grantees' Parcel and shall be used solely for ingress and egress, and the installation, use and maintenance of underground utilities and a driveway.



**II Maintenance:**

- a. The Easement and improvements thereto discussed herein shall from time to time require maintenance and upkeep. For and in consideration of the mutual benefit to the parties hereto, and each of them, it is agreed that the parties, their heirs, executors and/or assigns shall share equally in the cost of the reasonable and necessary maintenance and upkeep of the Easement and improvements thereto, and that this provision for the maintenance and upkeep of the Easement and improvements thereto shall run with the land.
- b. If either party fails to contribute their equal share to the reasonable and necessary maintenance and upkeep of the Easement and improvements thereto within thirty (30) days after delivery of written notice of the need for such upkeep, maintenance or improvements, the party providing notice shall have the right to contract and pay for the upkeep, maintenance or improvements, and collect from the non-paying party said party's share of the costs. Interest shall accrue to the benefit of the party paying for the upkeep, maintenance or improvements at the rate of 12% per annum, or the maximum amount allowed by law, from the date the paying party pays for the upkeep, maintenance or improvements to the date said party is reimbursed.
- c. If the non-paying party refuses to pay their share of the costs within thirty (30) days of receiving notice of the amount due, the paying party may file a lien encumbering the non-paying party's real property for the non-paying party's share of the costs. The non-paying party shall also be responsible for the reasonable costs and fees of the notice, lien and subsequent foreclosure action, as well as any reasonable attorney's fees and costs, including the cost of expert witnesses, whether or not litigation is actually commenced, subject to Paragraph 10 herein.
- d. This paragraph shall not be construed to address the cost of the initial construction and placement of the underground utilities and driveway that are the subject of this easement, in that said costs are addressed in a separate instrument.

**III Compliance With Laws and Rules.** The Grantors and Grantees shall at all times exercise their rights herein in accordance with the requirements (as from time to time amended) of all applicable statutes, orders, rules and regulations of any public authority having jurisdiction.

**IV Reservation of Rights.** The Grantors and Grantees reserve all rights with respect to their property, including, without limitation, the right to grant further easements, licenses and permits to others subject to the rights granted in this easement.

**V Subordination.** The rights granted herein are subject to permits, leases, licenses and easement, if any, heretofore granted by the Grantors or Grantees affecting the property subject to this easement agreement. The Grantors and Grantees do not warrant title to its respective property and shall not be liable for defects thereto or failure thereof.

**VI Successors.** The rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns.



**VII No Rights Created in Third Parties.** This agreement and instrument shall not be construed as creating or conveying benefits to any property owner who is not a party to this agreement. Further, the right of ingress and egress conveyed shall not be construed as to allow the Grantors or Grantees to expand upon the scope of the easement or make other use of the easement area inconsistent with the purposes and rights granted herein.

**VIII Modification:** This agreement represents the full and complete agreement of the parties, superseding all previous communications, representations or agreements, whether written or oral, and may not be modified without the signed, written agreement of all parties.

**IX Voluntary Execution:** The parties represent, understand and agree that this agreement is made and entered into as their free and voluntary act and that the consideration exchanged is sufficient for the purposes herein.

**X Costs and Attorneys' Fees:**

- a. Except as otherwise discussed in this agreement, each party shall bear the cost of their respective attorney's fees and costs incurred to the date of this agreement.
- b. If, however, by reason of any breach or default on the part of either party hereto it becomes necessary for the other party hereto to employ an attorney, then the prevailing party shall have and recover against the other party in addition to costs allowed by law, reasonable attorneys' fees and litigation-related expenses, including the cost of expert witnesses. The prevailing party shall be entitled to recover reasonable attorneys' fees and costs and expenses, as provided above, regardless of whether litigation is actually commenced.

**XI Jurisdiction and Venue:** In the event any action is brought to enforce this agreement, the parties agree that Washington State law will control, Jurisdiction will be in the State of Washington and venue shall reside exclusively in Skagit County, Washington.

**XII Notice:** Any notice required under the terms of this agreement shall be deemed delivered three days after such notice is mailed postage pre-paid via Certified mail, return receipt requested, through the U.S. Postal Service.

**XIII MISCELLANEOUS:**

- a. The parties agree to execute any and all documents that may be reasonably necessary to effectuate the intent of this Agreement.
- b. Neither party shall assign, transfer or delegate its rights or duties under this Agreement without the prior written consent of the other party.

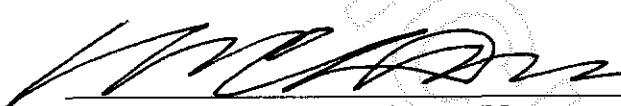
c. Each provision herein shall be treated as a separate and independent clause, and the unenforceability of any one clause shall in no way impair the enforceability of any of the other clauses herein.


d. This agreement may be executed in any number of counterparts, each of which shall be an original, and all of which together shall constitute one agreement.

This agreement is dated as shown above.

**GRANTOR:**

**GRANTEES:**

  
ALEXANDER A. MCLAREN

  
THOMAS L. ALLEN

  
PAMELA J. ALLEN

  
RICHARD G. BERENDS

  
CORINA J. BERENDS



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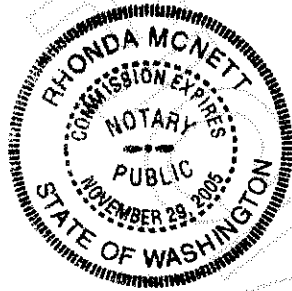
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STATE OF WASHINGTON )  
 : SS  
COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence that PAMELA J. ALLEN is the person who appeared before me and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this 14<sup>th</sup> day of February, 2005.

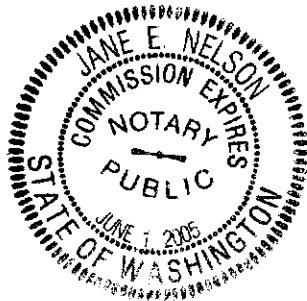


Rhonda McNett  
Printed Name: Rhonda McNett  
Notary Public in and for the State of Washington.  
My commission expires: 11/29/06

STATE OF WASHINGTON )  
 : SS  
COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence that RICHARD G. BERENDS is the person who appeared before me and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this 11<sup>th</sup> day of February, 2005.



Jane E. Nelson  
Printed Name: JANE E. NELSON  
Notary Public in and for the State of Washington.  
My commission expires: 6-1-05



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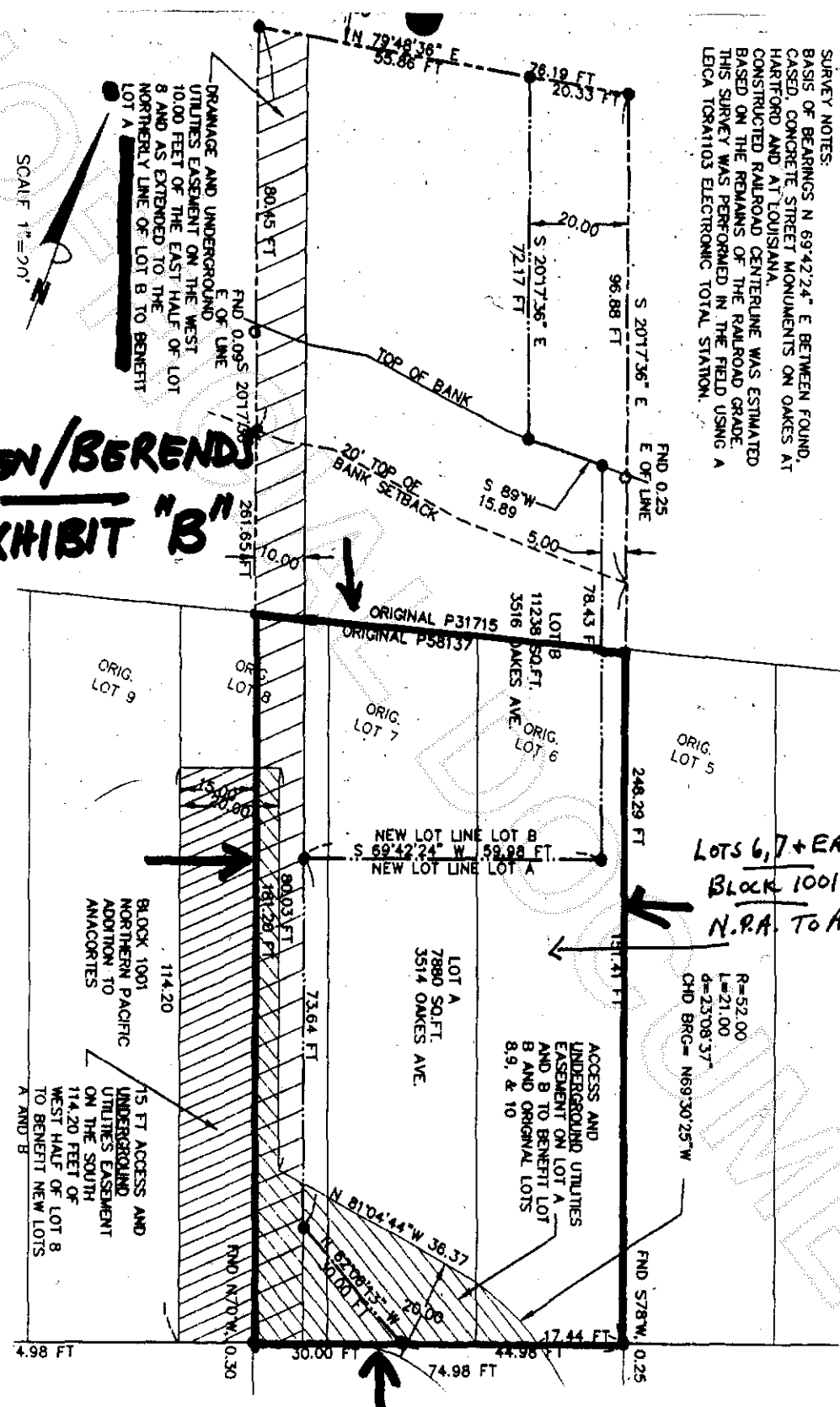




UNRECORDED

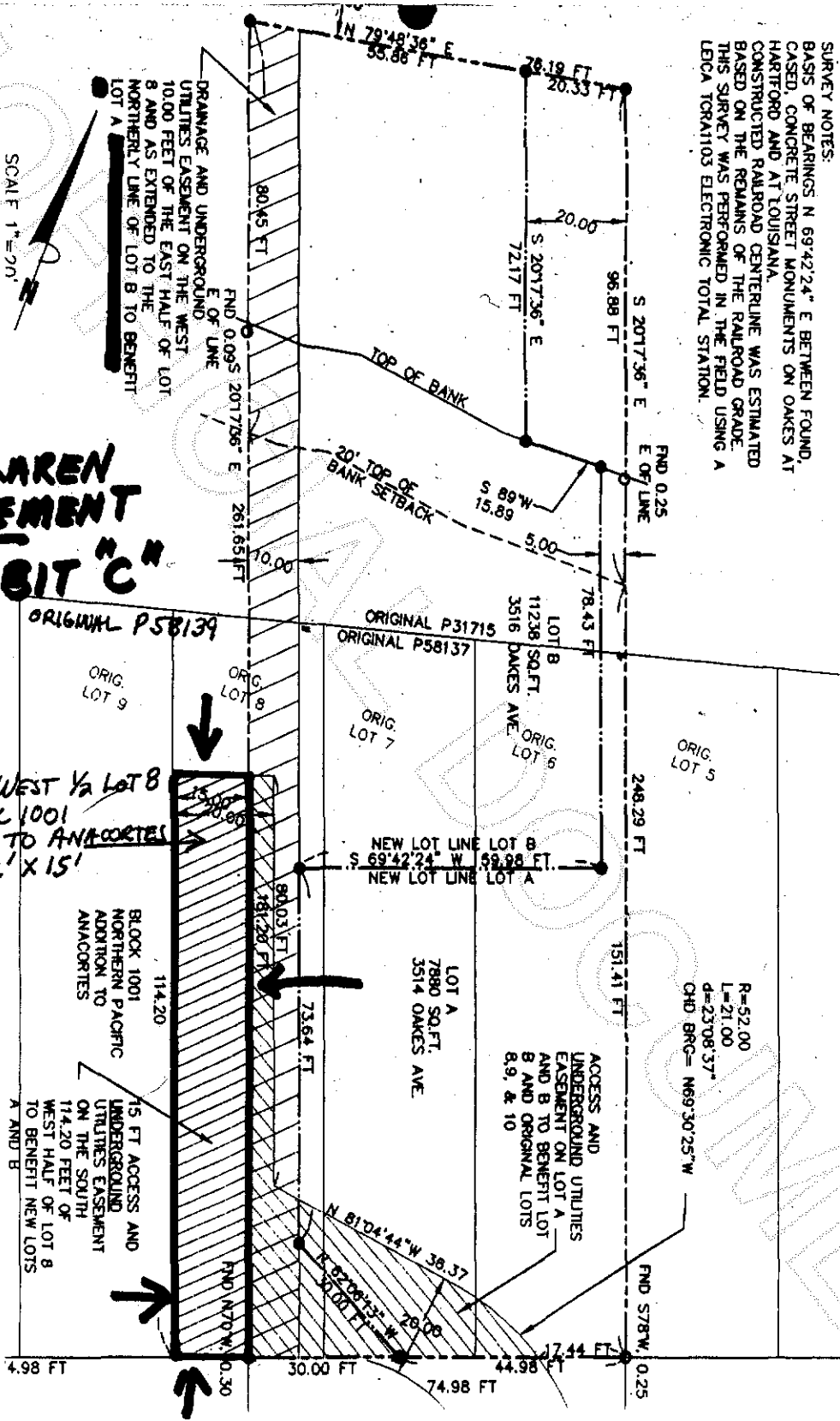
SURVEY NOTES:  
BASIS OF BEARINGS N 69°42'24" E BETWEEN FOUND, CASED, CONCRETE STREET MONUMENTS ON OAKES AT HARTFORD AND AT LOUISIANA, CONSTRUCTED RAILROAD CENTERLINE WAS ESTIMATED BASED ON THE REMAINS OF THE RAILROAD GRADE. THIS SURVEY WAS PERFORMED IN THE FIELD USING A LEICA TORAL103 ELECTRONIC TOTAL STATION.

# ALLEN/BERENDS EXHIBIT "B"



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SURVEY NOTES:  
 BASIS OF BEARINGS N 69°42'24" E BETWEEN FOUND,  
 CASED, CONCRETE STREET MONUMENTS ON OAKES AT  
 HARTFORD AND AT LOUISIANA,  
 CONSTRUCTED RAILROAD CENTERLINE WAS ESTIMATED  
 BASED ON THE REMAINS OF THE RAILROAD GRADE.  
 THIS SURVEY WAS PERFORMED IN THE FIELD USING A  
 LEICA TORAL103 ELECTRONIC TOTAL STATION.



**McLAREN EASEMENT EXHIBIT "C"**



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