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Return to:

Chuckanut Ridge Property Owners Association
1235 Hilty Lane
Bow WA 98232

Document Title:

EASEMENT
CRPOA /WALKER LANDSCAPING AGREEMENT

Grantors: Kris Walker
Susan Walker

Grantee: Chuckanut Ridge Property Owners Association

Legal Description: That portion of Lot 1 of Short Plat No. PL08-0535, approved on March 26, 2009 and recorded on March 27, 2009 under Auditor's File No. 200903270069, records of Skagit County, Washington, being more particularly described as follows:

Beginning at the most Southerly corner of Lot 2 of said Short Plat; thence North 30 Degrees 12'55" East along the Southeasterly line of said Lot 2, a distance of 95.56 feet to the easterly corner of said Lot 2, also being the Southwesterly margin of a 60-foot wide access easement conveyed under Auditor's File No. 9108300086, records of Skagit County, Washington; thence South 44 Degrees 50'52" East along said easement margin a distance of 28.87 feet to the beginning of a curve to the right having a radius point bearing South 45 Degrees 09'08" West at a distance of 45.10 feet; thence Southeasterly, Southerly and Southwesterly along said easement margin an arc distance of 131.57 feet through a central angle of 167 Degrees 08'49"; thence North 57 Degrees 42'03" West a distance of 14.64 feet to the Point of Beginning. Containing 4,725 square feet, more or less.

Parcel Number: P127051

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

DEC 15 2011

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

EASEMENT

GRANTORS: Kris and Susan Walker

GRANTEES: Chuckanut Ridge Property Owners Association

LEGAL DESCRIPTION:

ASSESSOR'S PROPERTY TAX

PARCEL OR ACCOUNT NUMBER: A Portion of P127051

EASEMENT:

This agreement is made this 8th day of November, 2011, by and between the Chuckanut Ridge Property Owners Association, a Washington nonprofit corporation operating under RCW 64.38 (hereinafter referred to as "Grantee" or "CRPOA") and Kris and Susan Walker (hereinafter referred to as ("Grantors"))

A. Easement. The Grantors hereby grant to the Grantee a non-exclusive, perpetual easement over, under, through and across Grantors' property as described in **Exhibit A**, attached hereto and made a part hereof by this reference. Said easement shall be for the limited purpose of allowing Grantee to maintain and landscape the area immediately adjacent to the entry gate serving the common road, and to operate, maintain and repair the front entry gate. This Easement shall be for the benefit of the CRPOA, its members, and their invited guests, and shall run with the land and bind the Grantors and their respective heirs, successors, and assigns and all persons possessing the property by, through and under the parties hereto and their respective heirs, successors and assigns and inure to the benefit of the parties hereto and their respective heirs, successors and assigns. In the event CRPOA is dissolved and is not succeeded by a subsequent entity, its interest in this Easement shall be shared by the lot owners individually (with each lot counting as one share, notwithstanding community property or other fractional ownership).

The map showing the easement area, as set forth on **Exhibit A**, is provided to show the intent of the parties with respect to the location of the easement area.

B. Cost of Construction and Maintenance. Grantee shall bear, and promptly pay, all costs and expenses of repair, construction and maintenance of improvements installed by, or upon the request of the Grantee, within the easement area. To this end, Grantee shall not allow any lien to come against the property of the Grantors for any purpose permitted under RCW 60.04 or similar replacement statute. The liability for any property damage or personal injury resulting from equipment or landscaping installed by the Grantee or from any work undertaken at the request of or at the direction of the Grantee is solely the Grantee's.



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CHUCKANUT RIDGE PROPERTY OWNERS ASSOCIATION
LEGAL DESCRIPTION
November 3, 2011

That portion of Lot 1 of Short Plat No. PL08-0535, approved on March 26, 2009 and recorded on March 27, 2009 under Auditor's File No. 200903270069, records of Skagit County, Washington, being more particularly described as follows:

Beginning at the most Southerly corner of Lot 2 of said Short Plat; thence North 30 Degrees 12'55" East along the Southeasterly line of said Lot 2, a distance of 95.56 feet to the easterly corner of said Lot 2, also being the Southwesterly margin of a 60-foot wide access easement conveyed under Auditor's File No. 9108300086, records of Skagit County, Washington; thence South 44 Degrees 50'52" East along said easement margin a distance of 28.87 feet to the beginning of a curve to the right having a radius point bearing South 45 Degrees 09'08" West at a distance of 45.10 feet; thence Southeasterly, Southerly and Southwesterly along said easement margin an arc distance of 131.57 feet through a central angle of 167 Degrees 08'49"; thence North 57 Degrees 42'03" West a distance of 14.64 feet to the Point of Beginning. Containing 4,725 square feet, more or less.



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C. Consideration. The consideration for this grant of easement in favor of the Grantee is a settlement of claims between the parties which have not previously been reduced to writing, but which are for property damages claimed by Grantors. In 2009 the Grantors allowed CRPOA to prepare the soil and plant trees and other flora in an area on the Grantors' property alongside the common road. The Grantors claim that the resultant landscaping work conducted by CRPOA caused a drainage problem on Grantors' property which cost Grantors the sum of \$3,150.00 to repair. In settlement of this claim CRPOA will tender the sum of \$3,150.00 to Grantors contemporaneously with the execution of this Easement and Grantors do hereby fully release and forever discharge CRPOA, its officers and members from all claims for damages or loss of any kind related to the claim for damages caused to Grantors' real property.

This settlement release and payment, including, but not limited to, the granting of the Easement by the Grantors in favor of the Grantees, is good and valuable consideration.


GRANTOR:

GRANTEE:

CHUCKANUT RIDGE PROPERTY
OWNERS ASSOCIATION


Kris Walker

By: Jill Cotton
CRPOA, President


Susan Walker

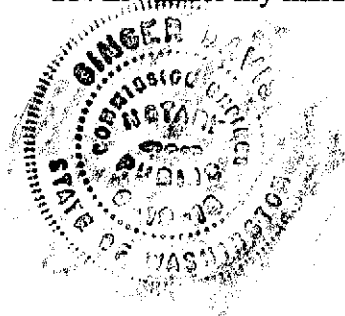
STATE OF WASHINGTON)

:SS

COUNTY OF ~~SKAGIT~~)
Whatcom

On this day personally appeared before me Kris and Susan Walker, 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 her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 8th day of November, 2011.



Ginger Davis
NOTARY PUBLIC in and for the State of Washington,
residing at Ferndale.
My commission expires: 9-19-15
Name: Ginger Davis



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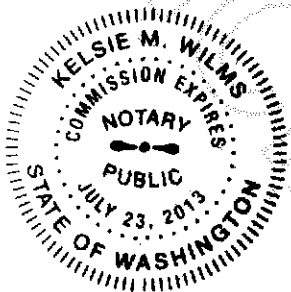
STATE OF WASHINGTON)

:SS.

COUNTY OF SKAGIT)

On this 14 day of December, 2011, before me personally appeared Jill Cohen, to me known to be the President of the Chuckanut Ridge Property Owners Association, the entity that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument.

GIVEN under my hand and official seal this 14 day of December, 2011.



Kelsie Wilms

NOTARY PUBLIC in and for the State of Washington, residing at Burlington.

My commission expires: July 23, 2013

Name: Kelsie Wilms

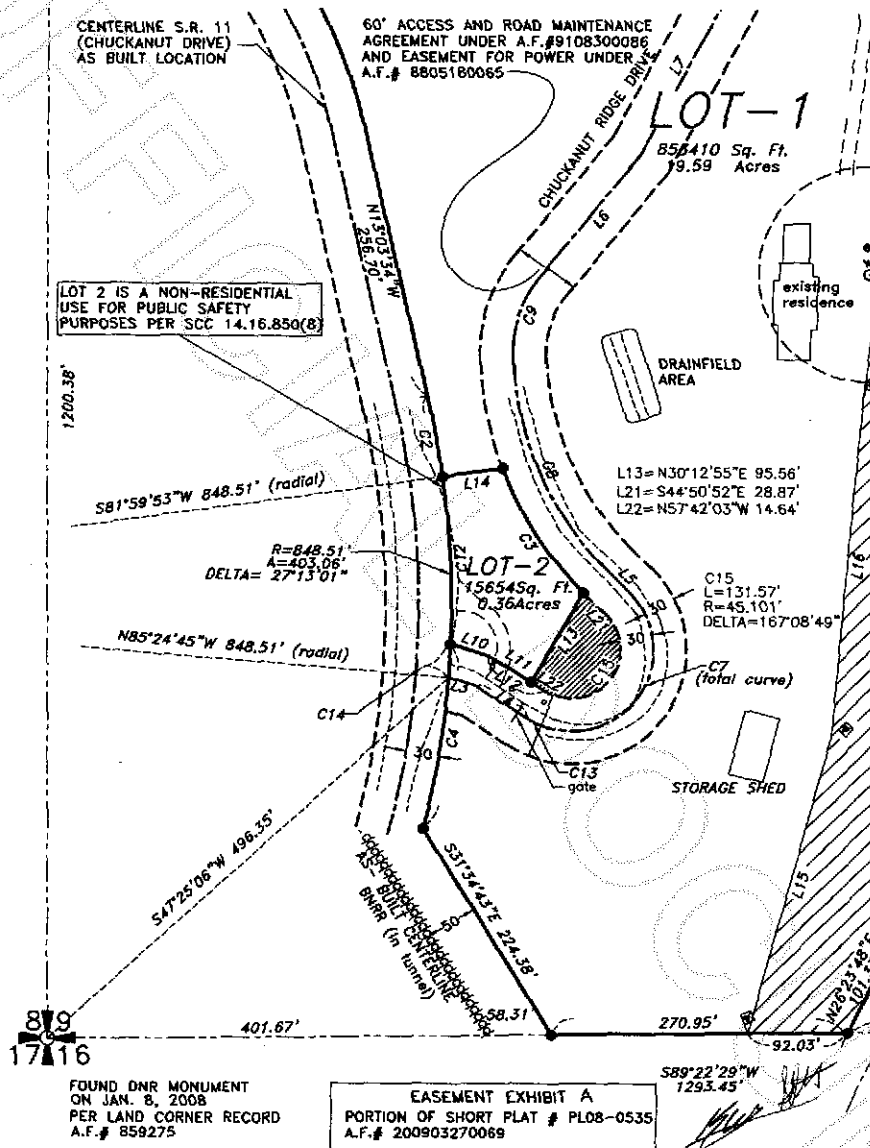


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