



201203010032

Skagit County Auditor

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9 10:07AM

When recorded return to:

C. Thomas Moser
1204 Cleveland Ave.
Mount Vernon, Washington 98273

Agreement re: Grant of Easements

Grantors: Candice D. Warren

Grantee: David Schneider and Danielle Kizer, husband and wife

Legal Description: ptn Govt. Lot 2, Section 2, Township 36 north Range 3
Additional Legal Description Located on Exhibits A

Assessor's Property Tax Parcel or Account Nos.: P47581, P125919, 47582; P47574

Reference Nos. of Documents Assigned or Released: N/A

THIS AGREEMENT is made and entered into by and between CANDICE D. WARREN, a married woman as her separate estate ("Warren"), and DAVID SCHNEIDER & DANIELLE KIZER, h/w ("Schneider/Kizer").

Recitals

- a. Warren is the owner of the real property, located in Skagit County, Washington, described in the attached **Exhibit A**.
- b. Schneider/Kizer are the owners of the real property, located in Skagit County, Washington, adjacent to the Warren property which is described in the attached **Exhibit B**.
- c. All the Warren and Schneider/Kizer parcels are to the south of and immediately adjacent to the Whatcom County/Skagit County border.
- d. A driveway is located along the north boundary of the Warren parcels and extends from Bear Creek Lane on the west, and extends east to the Schneider/Kizer property. The

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

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MAR 01 2012

Amount Paid \$
Skagit Co. Treasurer
By *MAM* Deputy

driveway is Schneider/Kizer's only legal access to their property.

- e. An existing 10 foot easement runs along the northerly portion of Warren's property, granted under a Real Estate Contract recorded under AF #654426, (fulfilled by Statutory Warranty Deed, AF #720867) which easement was used by Schneider/Kizer's predecessor in interest.
- f. A dispute has arisen between the parties about the use of the driveway, including the location of a fence and gate used by Schneider/Kizer that is located on the Warren property.
- g. The parties have reached an agreement as to the resolution of this matter, and execute this instrument to that end.

Agreement

Now, therefore, in consideration of the mutual promises and covenants set forth herein, the sufficiency of which is acknowledged by all parties, and certain monetary consideration, IT IS HEREBY AGREED AS FOLLOWS:

1. Warren does hereby grant and convey to Schneider/Kizer a non-exclusive easement for ingress, egress, utilities and maintenance, over, under, across and through the area described in **Exhibit C**, and as shown in the survey in **Exhibit D**; and
2. The southerly 2 feet of the said Easement area shall be maintained in grass or other vegetation, but will be available for vehicular passage as necessary; and
3. Grantees and their successors shall be solely and exclusively responsible for maintaining the driveway on the Easement in a serviceable condition for vehicular ingress and egress. In the event Grantor makes use of the Easement area on a regular basis for access to all or any portion of the Grantor's property, Grantor or her successors shall share in the cost of such maintenance. The cost of maintenance shall be allocated based on the number of residential units served; and
4. The Grantees may trim or remove any vegetation which protrudes onto the Easement area at their expense; and
5. Any reference to the parties named herein, or to Grantor and Grantee herein, as related to future duties and responsibilities, is also a reference to the successors and assigns of each.

EASEMENT AGREEMENT

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6. The Recitals are not part of the Agreement between the parties.
7. The terms and conditions set forth herein are intended to be covenants running with the land and shall be binding as to the parties named herein and their respective successors and assigns.
8. Any dispute between the parties and concerning this Agreement shall be resolved first by a good faith effort among all of the parties, including mediation by an agreed upon mediator. If such efforts are unsuccessful, the dispute shall be resolved by arbitration under the Mandatory Arbitration Rules for Skagit County Superior Court, regardless of the nature of the dispute or the amounts in controversy, with the arbitrator's decision final and non-appealable, provided that the award may be vacated pursuant to RCW 7.04A.230, and further provided that such proceedings to vacate the award must be brought within 20 days of the date the award was filed. Venue for any action under this Agreement shall be in the Superior Court for Skagit County, Washington. The substantially prevailing party in such an action shall be entitled to an award of its reasonable attorney's fees as part of its costs.

Dated: 2/20, 2012


CANDICE D. WARREN

Dated: Feb 20, 2012


DAVID SCHNEIDER

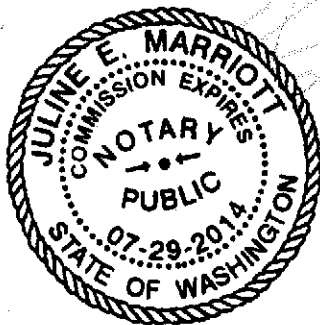
Dated: 2/20, 2012


DANIELLE KIZER

STATE OF WASHINGTON)
)
COUNTY OF Whitman)
)

On this day personally appeared before me Danielle Kizer, to me known to be one of the individuals 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 20th day of February, 2012.



Juline E. Marriott
NOTARY PUBLIC in and for the State of Washington, residing at
Bellevue WA 98005
My commission expires: July 29, 2014
Name: Juline E. Marriott



Legal Description

Parcel 1

That part of Government Lot 2 and of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, Section 2, Township 36 North, Range 3 East, W.M., lying Northwesterly of a straight line running South $22 \frac{1}{2}^{\circ}$ West from the Northeast corner of said Government Lot 2 to the Southwest corner of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$.

Parcel 2

That portion of Government Lot 2 and the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 2, Township 36 North, Range 3 East, W.M., lying Southeasterly of a straight line running Southwest from the Northeast corner of said Government Lot 2 to the Southwest corner of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said section.

Exhibit A



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DESCRIPTION:

The West ½ of the West ½ of the Northeast ¼ of the Northeast ¼ of Section 2, Township 36 North,
Range 3 East W.M.

(Also known as Government Lot 1).

Situate in the County of Skagit, State of Washington.



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EXHIBIT

B

EXHIBIT "C"

Description of Mediated Access Easement

Warren (P47581 and P47582)
TO
Schneider (P47574)

A variable width easement for ingress and egress, over and across a portion of Government Lot 2, also known as the Northwest quarter of the Northeast quarter of Section 2, Township 36 North, Range 3 East of W.M., said easement being more particularly described as follows:

Beginning at the Northeast corner of said Government Lot 2; thence North 88° 23' 49" West along said North line a distance of 454.54 feet to the Westerly right-of-way line of Bear Creek Lane as shown on that Record of Survey No. 947, recorded under Whatcom County Auditor's file number 1404063; thence South 05° 38' 35" East along a Southerly extension of said Westerly right-of-way line a distance of 12.10 feet; thence South 88° 23' 49" East parallel to the North line of said Government Lot 2 a distance of 420.16 feet to a point, said point being the beginning of a non-tangent curve to the right, having a radial bearing of South 14° 06' 09" West, a radius of 97.48 feet, a central angle of 22° 14' 44" for an arc length of 37.85 feet to the East line of said Government Lot 2; thence North 01° 26' 32" East along said East line a distance of 27.07 feet to the **point of beginning**



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EXHIBIT D

EXHIBIT "D"

DEPICTING MEDIATED ACCESS EASEMENT

PTN: GOV'T LOT 2 (NW4, NE4), SECTION 2, TOWNSHIP 36 NORTH, RANGE 3 EAST OF W.M.

SKAGIT COUNTY, WASHINGTON

WEST R-O-W
PER ROS
AF No. 1404063
BEAR CREEK LN.

WHATCOM COUNTY

SKAGIT COUNTY

P47581
WARREN

GOV'T LOT 2
(NW4, NE4)



Course	Bearing	Distance
E1	S 05°38'35" E	10.08'
E2	S 05°38'35" E	2.02'
E3	N 01°26'32" E	27.07'

Curve	Radius	Length	Delta
C1	97.48'	37.85'	22°14'44"

APPROXIMATE EDGE OF DRIVEWAY,
SCALED FROM PRELIMINARY
JEPSON SURVEY DATED
11/04/11 (TYPICAL)

EXISTING 10' ACCESS EASEMENT PER AF No. 415003

2

MEDIATED ACCESS EASEMENT

S 88°23'49" E 420.16'

S 88°23'49" E 450.42'

N 88°23'49" W 454.54'

MEDIATED ACCESS
EASEMENT

S 14°06'09" W (R)

N 36°20'53" E (R)

P47582
WARREN

P47574
SCHNEIDER

NE COR
GOV'T LOT 2
(NW4, NE4)