

Return address:

Azimuth NW
17963 Wood Rd
OR 98232



201208210069
Skagit County Auditor

8/21/2012 Page 1 of 10 3:54PM

Document Title: Easement Maintenance Agmt

Reference Number :

Grantor(s):

☐ additional grantor names on page ____

1. Kristy Henderson individually & as Trustee for
Eric B. Clark et al
- 2.

Grantee(s):

☐ additional grantee names on page ____

1. Same as grantor
- 2.

Abbreviated legal description:

☐ full legal on page(s) ____

Lot 97, 8 & 9 Suptured Tracts of Bremer Island
Plats Vol 4 Plots P15.

Assessor Parcel / Tax ID Number:

☐ additional tax parcel number(s) on page ____

P 45123 P 45124

EASEMENT/MAINTENANCE AGREEMENT

AGREEMENT made and entered into this 6th day of August, 2012, by and between the owners of the below-described real property.

FOR AND IN CONSIDERATION of the mutual promises and covenants contained herein, the parties agree and stipulate as follows:

1. PREAMBLE. The owners of Parcel A and Parcel B, wish to create an easement and maintenance agreement for the purpose of providing utilities to each parcel.

2. OWNERSHIP OF PARCEL A. Kristy J. Hendrickson individually and Kristy J. Hendrickson as Trustee for Eric B. Clark under the will of A. H. Hendrickson, are the owners of Parcel A and are authorized to execute this document. The legal description of Parcel A is set forth below:

PARCEL "A" (P65123 less a portion of Lot 8)

Lot 7 and Lot 8, Driftwood Tracts of Guemes Island, according to the Plat thereof recorded in Volume 6 of Plats, page 15, records of Skagit County, Washington.

EXCEPT that portion of said Lot 8 being more particularly described as follows:

Beginning at the Southeast corner of said Lot 8; thence North 12 Degrees 31'04" East along the East line of said Lot 8, a distance of 20.54 feet; thence North 84 Degrees 22'37" West a distance of 255.10 feet, more or less, to the line of mean high tide; thence Southwesterly along the line of mean high tide to a point on the Westerly projection of the South line of said Lot 8, bearing North 85 Degrees 09'00" West from the Point of Beginning; thence South 85 Degrees 09'00" East along the South line of said Lot 8 a distance of 260.97 feet, more or less to the Point of Beginning.

AND ALSO TOGETHER WITH tidelands of the Second Class fronting and abutting thereon.

SUBJECT TO AND TOGETHER WITH all reservations, restrictions and encumbrances of record.

Page 1 of 9

Easement/Maintenance Agreement

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

AUG 21 2012



201208210069
Skagit County Auditor

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

3. **OWNERSHIP OF PARCEL B.** Karen L. Follman and Jeffrey M. Follman are the owners of Parcel B and are authorized to execute this document. The legal description of Parcel B is set forth below:

PARCEL "B" (P65124 and a portion of Lot 8)

Lot 9, Driftwood Tracts of Guemes Island, according to the Plat thereof recorded in Volume 6 of Plats, page 15, records of Skagit County, Washington.

AND TOGETHER WITH that portion of Lot 8, Driftwood Tracts of Guemes Island, according to the Plat thereof recorded in Volume 6 of Plats, page 15, records of Skagit County, Washington, being more particularly described as follows:

Beginning at the Southeast corner of said Lot 8; thence North 12 Degrees 31'04" East along the East line of said Lot 8, a distance of 20.54 feet; thence North 84 Degrees 22'37" West a distance of 255.10 feet, more or less, to the line of mean high tide; thence Southwesterly along the line of mean high tide to a point on the Westerly projection of the South line of said Lot 8, bearing North 85 Degrees 09'00" West from the Point of Beginning; thence South 85 Degrees 09'00" East along the South line of said Lot 8 a distance of 260.97 feet, more or less to the Point of Beginning.

AND ALSO TOGETHER WITH tidelands of the Second Class fronting and abutting all of the above described parcel.

SUBJECT TO AND TOGETHER WITH all reservations, restrictions and encumbrances of record.

4. **GRANT OF EASEMENT.** The owners of Parcel A and the owners of Parcel B hereby grants and conveys to the other the following easement that is perpetual, intended as covenants running with the land to benefit and bind the respective owners of said parcels, their heirs, successors and assigns, and are non-exclusive for the joint use and benefit of Parcel A and Parcel B.



a. **Utility Easement:** An easement exclusively for the installation, maintenance, repair, replacement or improvement of utilities, including but not limited to water, sewer, and cable and for no other purpose, specifically excluding ingress and egress, whether by motorized or non-motorized vehicle, two or four wheel, whether for a foot path or otherwise. The easement granted herein is legally described as follows:

An easement over a portion of Lot 8, Driftwood Tracts of Guemes Island, according to the Plat thereof recorded in Volume 6 of Plats, page 15, records of Skagit County, Washington, being ten (10) feet in width and lying five (5) feet on each side of the following described centerline:

Commencing at the Southeast corner of said Lot 8; thence North 12 Degrees 31'04" East along the East line of said Lot 8, a distance of 20.54 feet to the beginning of said easement centerline; thence North 84 Degrees 22'37" West a distance of 115.00 feet to the terminus of said centerline. The side lines of said ten (10) foot easement shall be shortened or extended to intersect the adjacent property lines.

5. **MAINTENANCE** All costs of installation, maintenance, repair or replacement of the utilities located in the above described easement area shall be paid by the party whose utility requires maintenance. Reference to the term "maintenance" shall include all types of work referred to in this paragraph.



If either party, their agents or invitees, damage the easement or the other party's utilities, then the cost of repairing such damage shall be borne exclusively by the party causing or allowing the damage, except that restoration of vegetation other than grass shall not be required.

The obligation described above, including costs, attorneys' fees in the event of litigation and interest, shall be a personal obligation of the owner of each lot, provided that a lot owner shall not be personally obligated to pay liens existing prior to acquiring title, unless expressly assumed.

The rights set forth herein may be exercised at the same time, one at a time, or in any order. In addition to the rights set forth herein, each party shall have all rights and remedies available in law or in equity.

6. INCONSISTENT USE. In addition to the obligations set forth herein, each party agrees they will not construct or maintain any structure inconsistent with the easements and covenants in this Agreement.

7. NONSIGNING PARTIES/AFTER ACQUIRED TITLE. This Agreement shall be binding upon the parties, their heirs, administrators, successors and assigns, and the covenants and easements herein shall run with the land. This agreement and all covenants and conveyances herein shall be binding on the parties hereto and any title acquired, or any of them, after this agreement shall be subject to the provisions of this agreement.

8. AGREEMENTS TO RUN WITH LAND. The easements created hereby and the agreements and covenants herein shall run with the above described real property and shall be




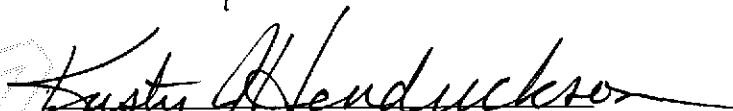
binding upon the grantees herein, and run for the benefit of the grantors herein and all persons and parties claiming by or through either of them, in perpetuity.

9. COMPLETE AGREEMENT. This Agreement incorporates the complete agreement of the parties.

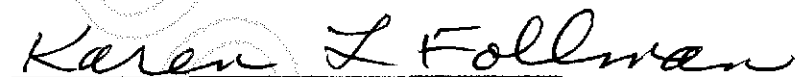
IN WITNESS WHEREOF, the undersigned have executed this agreement the day and year first above written.

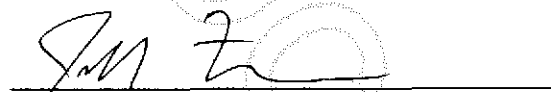
OWNERS OF PARCEL A AND PARCEL B:


Kristy J. Hendrickson


Kristy J. Hendrickson as Trustee for
Eric B. Clark


Eric B. Clark


Karen L. Follman


Jeffrey M. Follman



STATE OF WASHINGTON)

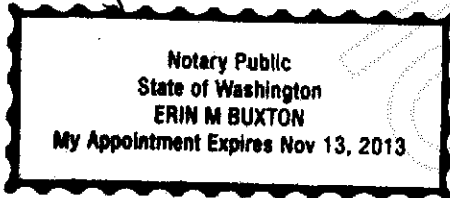
: ss.

COUNTY OF KING)

On this day personally appeared before me Kristy J. Hendrickson, 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 7 day of

August, 2012.



Erin M Buxton

NOTARY PUBLIC in and for the State of
Washington, residing Lynnwood
My Appointment Expires: Nov 13, 2013

STATE OF WASHINGTON)

: ss.

COUNTY OF KING)

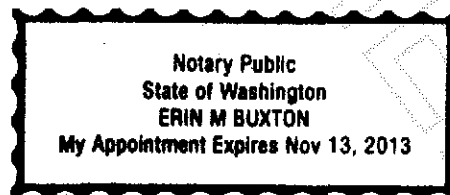
I certify that I know or have satisfactory evidence that Kristy J. Hendrickson is the person who appeared before me, and said person acknowledged that she signed this instrument and on oath stated that she was authorized to execute the instrument and acknowledged it as the trustee of the trust benefiting Eric B. Clark, as the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this 7 day of

August, 2012.

Erin M Buxton

NOTARY PUBLIC in and for the State of
Washington, residing Lynnwood
My Appointment Expires: Nov 13, 2013



Page 6 of 9

Easement/Maintenance Agreement



201208210069

Skagit County Auditor

STATE OF WASHINGTON)

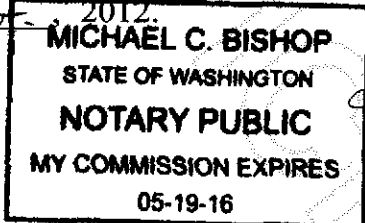
: ss.

COUNTY OF KING)

On this day personally appeared before me Eric B. Clark, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 8th day of

August, 2012.



Michael C. Bishop
NOTARY PUBLIC in and for the State of
Washington, residing Seattle, WA.
My Appointment Expires: 5/19/2016



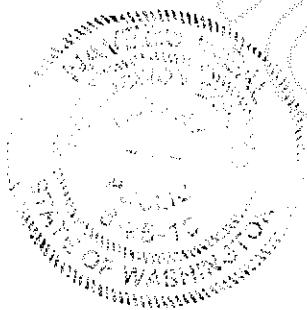
STATE OF WASHINGTON)


: ss.

COUNTY OF KING)

On this day personally appeared before me Karen L. Follman, 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 7 day of
Aug, 2012.




NOTARY PUBLIC in and for the State of
Washington, residing Seattle
My Appointment Expires: 6-25-13



STATE OF WASHINGTON)

: ss.

COUNTY OF KING)

On this day personally appeared before me Jeffrey M. Follman, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 6 day of August, 2012.

Ann V Guss

NOTARY PUBLIC in and for the State of
Washington, residing King County
My Appointment Expires: 11/29/13

