

FILED FOR RECORD AT THE
REQUEST OF/RETURN TO:
Richard & Susan Stockinger
1741 12th Avenue S #2
Seattle, Wa 98144



201301080061
Skagit County Auditor

1/8/2013 Page 1 of 7 1:36PM

EASEMENT

Reference Document: 201301080059

Grantor (s) LUTHER J. CROSS & ARLENE G. CROSS, husband and wife

Grantee (s) RICHARD S. STOCKINGER & SUSAN D. STOCKINGER,
husband and wife

Abbreviated Legal: Ptn Tract E, Lake Cavanaugh Subdivision #1

Additional Legal on page(s): 1, 2, 3

Assessor's Tax Parcel No's: P108571; P66418

THIS AGREEMENT is made and entered into this 18th day of September, 2012, by LUTHER J. CROSS & ARLENE G. CROSS, husband and wife, (hereinafter "Grantors"), and RICHARD S. STOCKINGER & SUSAN D. STOCKINGER, husband and wife, (hereinafter "Grantees").

WHEREAS, GRANTORS are the owners of the following described real property located in Skagit County, Washington:

Lot 22, Block 3 and the east 10 feet of Lot 6, Block 4 immediately adjacent to and measured parallel with the most easterly boundary of Lot 6, Block 4 all in "Lake Cavanaugh Subdivision, Division No. 1" as per plat recorded in Volume 5 of plats, Pages 37 to 43 inclusive recorded under Skagit County Auditor's File No. 393244 records of Skagit County, Washington.

TOGETHER WITH that portion of Tract "E", Lake Cavanaugh Subdivision, Division No. 1, as per plat recorded in Volume 5 of plats, pages 37 through 43, inclusive, records of Skagit County, Washington, lying west of the following described line:

Beginning at the northeast corner of Lot 22, Block 3, plat of Lake Cavanaugh

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Easement
DEC 13 2012

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

Subdivision No. 1, according to the plat thereof recorded in Volume 5 of plats, pages 37 through 43, records of Skagit County, Washington; thence south 86°26'00" east, along the easterly projection of the north line of said Lot 22, a distance of 20.00 feet; thence south 03°34'00" west, parallel with the east line of said Lot 22, a distance of 238.49 feet to a point on the northerly margin of that certain platted road, known as North Lake Shore Drive, as said road is shown on said plat, and said point is the terminus point of this line description.

AND WHEREAS, GRANTEES are the owners of the following described real property located in Skagit County, Washington:

Tract "E", Lake Cavanaugh Subdivision, Division No. 1, as per plat recorded in Volume 5 of plats, pages 37 through 43, inclusive, records of Skagit County, Washington.

EXCEPT that portion of Tract "E", Lake Cavanaugh Subdivision, Division No. 1, as per plat recorded in Volume 5 of plats, pages 37 through 43, inclusive, records of Skagit County, Washington, lying west of the following described line:

Beginning at the northeast corner of Lot 22, Block 3, plat of Lake Cavanaugh Subdivision No. 1, according to the plat thereof recorded in Volume 5 of plats, pages 37 through 43, records of Skagit County, Washington; thence south 86°26'00" east, along the easterly projection of the north line of said Lot 22, a distance of 20.00 feet; thence south 03°34'00" west, parallel with the east line of said Lot 22, a distance of 238.49 feet to a point on the northerly margin of that certain platted road, known as North Lake Shore Drive, as said road is shown on said plat, and said point is the terminus point of this line description.

Situate in Skagit County, Washington.

GRANT OF EASEMENTS

NOW THEREFORE, THE UNDERSIGNED, LUTHER J. CROSS & ARLENE G. CROSS, husband and wife, in consideration of the mutual covenants contained herein, and in consideration of \$10 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, establish, give, grant, warrant and convey to RICHARD S. STOCKINGER & SUSAN D. STOCKINGER, husband and wife, including any after acquired title, the following described easements:

INGRESS, EGRESS & UTILITIES EASEMENT

Description of Easement

A non-exclusive, perpetual easement over, under and across the easement area defined below for the purpose of ingress, egress and utilities from North Lake Shore Drive to the



real property owned by Grantees.

Easement Area

THAT PORTION OF THE WESTERLY 20.00 FEET OF TRACT "E", LAKE CAVANAUGH SUBDIVISION, DIVISION NO.1, AS PER PLAT RECORDED IN VOLUME 5 OF PLATS, PAGES 37 THROUGH 43, INCLUSIVE, RECORDS OF SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHEAST CORNER OF LOT 22, BLOCK 3, PLAT OF LAKE CAVANAUGH SUBDIVISION NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 5 OF PLATS, PAGES 37 THROUGH 43, RECORDS OF SKAGIT COUNTY, WASHINGTON; THENCE NORTH 3°34'00" EAST, ALONG THE EASTERLY LINE THEREOF, A DISTANCE OF 16.50 FEET; THENCE NORTH 59°44'18" EAST, A DISTANCE OF 24.08 FEET TO THE EAST LINE OF THE WEST 20.00 FEET OF SAID TRACT "E"; THENCE SOUTH 3°34'00" WEST, ALONG SAID EAST LINE OF THE WEST 20.00 FEET, A DISTANCE OF 24.50 FEET TO THE NORTHERLY MARGIN OF THAT CERTAIN PLATTED ROAD, KNOWN AS NORTH LAKE SHORE DRIVE, AS SAID ROAD IS SHOWN ON SAID PLAT; THENCE WESTERLY, ALONG SAID NORTHERLY MARGIN, A DISTANCE OF 20.72 FEET TO THE SOUTHEAST CORNER OF SAID LOT 22 AND THE POINT OF BEGINNING.

Situate in Skagit County, Washington.

GENERAL:

In the event that either Grantors or Grantees cause identifiable damage to the road or utilities in the Easement Area, then the party causing such damage shall, as soon as is reasonably possible, immediately restore the road and/or utilities to as good or better condition as they were in prior to the damage.

Grantees shall have the right to cut and fill the Easement Area to construct a roadway for access from North Lake Shore Drive to the Grantees' property but shall not construct the roadway in such a manner as to block access to the Grantors' property from North Lake Shore Drive.

At such time as the Grantees cut and fill the Easement Area for construction of a roadway across the Easement Area to provide access to the Grantees' property, the Grantees shall elect, at Grantees' expense, to either: (i) not disturb any existing utilities in the Easement Area; or (ii) repair any damage caused to such utilities; or (iii) relocate such utilities so that they are located on Grantors' property outside of the Easement Area. Grantees shall be responsible for the cost of repair, replacement or relocation of such utilities. Grantors shall not install any utilities in the Easement Area after the date of this Easement.

No vehicles or any other item(s) shall be placed in the Easement Area that would prevent, delay or limit access across the Easement Area to the property of either Grantees or Grantors.



The benefits, burdens, and covenants of the easement granted herein shall be deemed to be appurtenant to and shall constitute a covenant and encumbrance running with the land and bind the Grantors' property, the Grantees' property, the Grantors and the Grantees, and their respective heirs, successors and assigns, and all persons possessing any of said property by, through, or under the parties hereto, or their respective heirs, successors or assigns.

This Easement shall be construed and governed by the laws of the State of Washington;

The invalidity or unenforceability of any provision hereof shall not affect or impair any other provisions hereof;

This easement may not be modified or amended except by written agreement signed and acknowledged by all parties;

If 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 non-breaching party shall have and recover against the other party in addition to costs allowed by law, reasonable attorneys' fees and litigation-related expenses. The non-breaching party shall be entitled to recover reasonable attorneys' fees and costs and expenses, as provided above, regardless of whether litigation is actually commenced, including fees and costs and expenses relating to bankruptcy, appeal or post judgment matters.

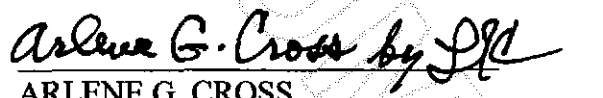
The parties hereto do hereby consent to jurisdiction and venue of the Superior Court of Skagit County, State of Washington.

Each party hereto has had the opportunity to have this document reviewed by counsel of their choice. No interpretation of this document shall be made based upon which party drafted the document.

THE PARTIES HEREBY ACKNOWLEDGE THAT THEY HAVE READ THIS DOCUMENT, UNDERSTAND ITS CONTENTS AND AGREE TO BE BOUND BY THE TERMS HEREOF.

GRANTORS:


LUTHER J. CROSS


ARLENE G. CROSS
by LUTHER J. CROSS as attorney-in-fact
for Arlene G. Cross

GRANTEES:

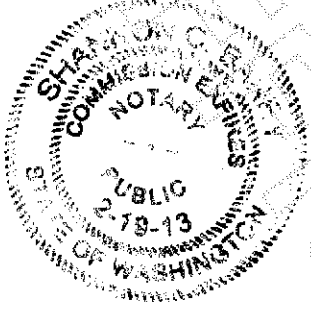
Richard S. Stockinger
RICHARD S. STOCKINGER 9/13/2012

Susan D. Stockinger
SUSAN D. STOCKINGER 9/13/2012



State of Washington)
) ss
County of Skagit)

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



Dated: 9/18/12
Shannon C Barry
(Signature)
NOTARY PUBLIC
Shannon C. Barry
Print Name of Notary
My appointment expires: 2/19/13

State of Washington)
) ss
County of Skagit)

I certify that I know or have satisfactory evidence that LUTHER J. CROSS is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the ATTORNEY IN FACT for ARLENE G. CROSS to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



Dated: 9/18/12
Shannon C Barry
(Signature)
NOTARY PUBLIC
Shannon C. Barry
Print Name of Notary
My appointment expires: 2/19/13



State of Washington)
) ss
County of Skagit)

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



Dated: 9/13/12
Shannon C. Barry
(Signature)
NOTARY PUBLIC
Shannon C. Barry
Print Name of Notary
My appointment expires: 2/19/13

State of Washington)
) ss
County of Skagit)

I certify that I know or have satisfactory evidence that SUSAN D. STOCKINGER is the person who appeared before me and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.



Dated: 9/13/12
Shannon C. Barry
(Signature)
NOTARY PUBLIC
Shannon C. Barry
Print Name of Notary
My appointment expires: 2/19/13



201301080061
Skagit County Auditor