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Skagit County Auditor

3/11/2013 Page 1 of 22 10:18AM

Document Title:

STIPULATED JUDGMENT PURSUANT TO CR52(5)(A)

Reference Number :

Grantor(s):

☐ additional grantor names on page \_\_\_\_

1. James L. Shoemake and Jo Ann Shoemake, Trustees of the Shoemake Living Trust
2. Gill E. Anderson and Shelby Anderson, husband and wife

Grantee(s):

☐ additional grantee names on page \_\_\_\_

1. James L. Shoemake and Jo Ann Shoemake, Trustees of the Shoemake Living Trust
2. Gill E. Anderson and Shelby Anderson, husband and wife

Abbreviated legal description:

☐ full legal on page(s) \_\_\_\_

Tracts 11, 12 & 13, O. Lervick Plat of Agate Cove, West Beach, - Guemes Island

Assessor Parcel / Tax ID Number:

☐ additional tax parcel number(s) on page \_\_\_\_

P61693; P61699

20

FILED  
SKAGIT COUNTY CLERK  
SKAGIT COUNTY, WA

2005 JUL -1 PM 1:27

IN THE SUPERIOR COURT, STATE OF WASHINGTON  
FOR SKAGIT COUNTY

JAMES L. SHOEMAKE and JO ANN SHOEMAKE, Trustees of the Shoemake Living Trust,  
Plaintiffs,  
vs.  
GILL E. ANDERSON and SHELBY ANDERSON, husband and wife, et al.  
Defendants.

NO. 00-2-01615-1

STIPULATED JUDGMENT  
PURSUANT TO CR52(5)(A)

GILL E. ANDERSON and SHELBY ANDERSON, husband and wife,  
Third Party Plaintiffs,  
v.

JAMES L. SHOEMAKE and JO ANN SHOEMAKE, husband and wife; and WILLIAM NORMAN and RUTH NORMAN, husband and wife, also all other persons or parties unknown claiming any right, title, estate, lien, or interest in the real estate described in the Complaint herein,  
Third Party Defendants.

COMES NOW Plaintiffs JAMES L. SHOEMAKE and JO ANN SHOEMAKE, as Trustees of the SHOEMAKE LIVING TRUST (hereinafter "Shoemake"), by and through their attorney JAMES E. ANDERSON of JAMES E. ANDERSON P.S. and Defendants GIL E. ANDERSON (whose first name may also be spelled GILL in various court pleadings) and SHELBY ANDERSON (who may also go by the name of SHELBY PLATT),

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LAW OFFICE OF  
JAMES E. ANDERSON, P.S.  
1101 8TH STREET, SUITE A  
P. O. BOX 727  
ANACORTES, WASHINGTON 98221  
TELEPHONE (360) 293-3177  
FAX (360) 299-0395

1 husband and wife (hereinafter "Anderson") by and through their  
2 attorney PHILIP A. SERKA of ADELSTEIN, SHARPE AND SERKA, LLP  
3 and hereby agree to compromise and stipulate to the entry of  
4 this Judgment without Findings of Fact pursuant to CR 52 (5)  
5 (A) as set forth below:  
6

7 **RECITAL**

8 1.1 This matter came on for trial on August 19, 20 and 21,  
9 2002 and Shoemake and Anderson appeared in person through their  
10 respective attorneys referred to above and the court thereafter  
11 entered a letter opinion dated August 26, 2002, which is a part  
12 of the court file in this proceeding. The court's opinion  
13 included a finding that Shoemake had succeeded to all interest  
14 of William Norman and Ruth Norman, husband and wife, or any  
15 other persons claiming an interest in the subject property  
16 through them.

17 1.2 That subsequently the parties prepared proposed Find-  
18 ings of Fact and Conclusions of Law and Judgments which were  
19 presented to the court on May 6, 2003 at which time argument  
20 was had on Anderson's Motion for Reconsideration. The court  
21 proposed modifications of both parties proposed Findings and  
22 Conclusions and denied Anderson's Motion.

23 1.3 That subsequent to said time a legal description for  
24 the easement road at issue has been prepared which describes a  
25 non-exclusive fifteen (15) foot easement in favor of Shoemake  
26 which is acceptable to Shoemake and Anderson.

27 1.4 Shoemake is the owner of the real property described  
28 as Parcels A1 and A2 on Exhibit A which is attached hereto and

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1 incorporated by reference herein. Anderson is the owner of  
2 the real property described as Parcels B1 and B2 on the  
3 attached Exhibit A.

4 1.5 Shoemake and Anderson have agreed to fully settle and  
5 compromise any and all claims and matters at issue arising  
6 between them and stipulate and agree to the entry of the fol-  
7 lowing Judgment which will not be appealed by either party:

8 **STIPULATED JUDGMENT**

9 2.1 Shoemake shall have a non-exclusive 15 foot easement  
10 over, under and across Anderson's property for ingress, egress,  
11 and utilities, the location of which is described in Exhibit B  
12 and is as depicted on a survey map which was recorded on <sup>JUNE</sup> ~~April~~  
13 21, 2005, under Skagit County Auditor's File No. 20050621003  
14 (hereinafter referred to as "the survey map"). The beginning of  
15 the easement commences on the southern portion of Anderson's  
16 property through a gate which has an opening of 13.6 feet and  
17 the easement thereafter widens to a 15-foot easement. This  
18 easement right is a relocation of an express easement right  
19 previously granted and reserved to Shoemake.

20 2.2 The terms and provisions of said easement referred to  
21 in the preceding paragraph are set forth in Exhibit C which is  
22 an "Amended Declaration of Easement", which has been, or will  
23 be, filed with the Skagit County Auditor. Said exhibit is  
24 attached hereto and incorporated by reference herein. That  
25 upon the recording of said amended easement, all previous ease-  
26 ments of record on Anderson's property shall merge into said  
27 easement and the location of said easement shall be as legally  
28

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1101 8TH STREET, SUITE A  
P.O. BOX 727  
ANACORTES, WASHINGTON 98221  
TELEPHONE (360) 293-3177  
FAX (360) 299-0585

described on Exhibit B and depicted on the survey map.

2.3 That the gate placed on the property by Anderson shall remain in its present location as disclosed on the survey map. Anderson has supplied to Shoemake four remote control devices for said gate. In addition, Anderson has provided Shoemake with the code to open the gate for the use of Shoemake and their family members and invitees. In the event that said code is changed in the future for any reason, Anderson will provide the new code to Shoemake. Anderson shall be responsible to maintain and repair the gate, except if damage is caused to the gate by Shoemake or their guests and invitees. Anderson and Shoemake shall both have a key to a padlock on said gate which is only to be used by the Shoemakes to manually open the gate in the event there is a power outage or a malfunction of the gate.

2.4 That the porch constructed by Anderson to the west of Anderson's residence shall be allowed to remain as it is presently constructed as indicated on the survey map. This includes the "overhang" on said porch.

2.5 That title shall be quieted in Shoemake in the northern portion of Anderson's property where the building referred to by the parties as the "ham shack" and its adjacent stairway encroach unto Anderson's property as depicted on the Survey Map recorded on JUNE 21st, 2005 under Skagit County Auditor's File No. 200506210003. Said property is described on Exhibit D which is attached hereto and incorporated by reference herein and depicted on the survey map.

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TELEPHONE (360) 293-3177  
FAX (360) 299-0385

1           2.6    That Shoemake shall have a non-exclusive two (2) foot  
2           easement along the west side of the stairs from the Shoemake  
3           property to the edge of the stairs and along the west and south  
4           sides of the stairs and ham shack for the purposes of mainte-  
5           nance, repair and replacement of the stairs and ham shack. Said  
6           easement is described on Exhibit E which is attached hereto and  
7           incorporated by reference herein and depicted on the survey  
8           map.

9           2.7    That the parties share a common septic tank and drain-  
10          field, portions of which are on each of the parties property,  
11          and the parties grant unto one another non-exclusive easements  
12          to go on the others property for the purposes of maintenance,  
13          repair, and replacement of the same. The parties agree that  
14          the same will be agreed to in advance (except in the case of an  
15          emergency) by both parties, with the costs equally shared and  
16          paid in a timely manner.

17          2.8    That coincident with the signing of this agreement,  
18          Shoemake has paid Anderson \$385 as a compromise of the judg-  
19          ments that each of the parties may have had against each other.  
20          As a consequence of said payment, neither party shall have a  
21          judgment of record against the other.

22          2.9    That except as provided for above, all claims and  
23          counter-claims of the parties shall be deemed to have been  
24          denied by the court in view of the parties compromise and set-  
25          tlement of this matter.

26          2.10   The parties hereto stipulate pursuant to CR 52 (5) (A)  
27          that there will be no appeal of this Judgment.  
28

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ANACORTES, WASHINGTON 98221  
TELEPHONE (360) 293-3177  
FAX (360) 299-0385


1 By the signatures of their respective attorneys below,  
2 Shoemake and Anderson stipulate and agree that the above Judg-  
3 ment be entered and that this cause should be dismissed with  
4 prejudice and without cost to any party.  
5

6 Done in open court this \_\_\_\_\_ day of 7/1, 2005.  
7

8  
9  
10   
11 JUDGE JOHN M. MEYER

12 **Stipulated and Approved by:**


13 JAMES E. ANDERSON, P.S.

14   
15 JAMES E. ANDERSON; WSBA #4255  
16 Attorney for Plaintiffs James L.  
17 Shoemake and Jo Ann Shoemake,  
18 Trustees of the Shoemake Living Trust

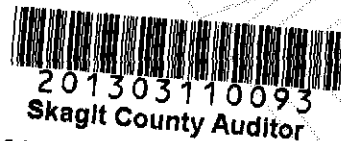
19 Date: 5/23/05

20 **Stipulated and Approved by:**

21 ADELSTEIN, SHARPE & SERKA LLP

22   
23 PHILIP A. SERKA, WSBA #6814  
24 Attorney for Defendants Gil E.  
25 Anderson and Shelby Anderson

26 Date: 5-05-05



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STIPULATED JUDGMENT - 6

LAW OFFICE OF  
JAMES E. ANDERSON, P.S.  
1101 6TH STREET, SUITE A  
P. O. BOX 727  
ANACORTES, WASHINGTON 98221  
TELEPHONE (360) 298-3177  
FAX (360) 298-0385

EXHIBIT "A"

PARCEL A1:

The North 150 feet of the following described tract, as measured along the West survey line thereof and by a line drawn parallel to the North line thereof:

Tracts 12 and 13 of O. Lervick's Plat of Agate Cove, West Beach-Guemes Island, Skagit Co., Wash., as per plat recorded in Volume 4 of Plats, page 42, records of Skagit County; INCLUDED in said description is the second class tideland portion of the above described property as shown in the Plat;

PARCEL A2:

A non-exclusive easement for ingress and egress and utilities over and across a strip of land 15 feet in width, the center line of which is a line drawn parallel to and 7 1/2 feet East of the West line of Lervick Avenue extended Northerly across Lots 10 to 13, inclusive, of said Plat.

EXCEPT the North 150 feet of said Lots 12 and 13 above described;

PARCEL B1:

Tracts 11, 12 and 13 of O. LERVICK'S PLAT OF AGATE COVE, according to the plat thereof recorded in Volume 4 of Plats, page 42, records of Skagit County, Washington;

EXCEPT the North 150 feet thereof as measured along the West Survey line thereof and by a line drawn parallel with the North line thereof;

ALSO EXCEPT the Southerly 41 feet thereof;

TOGETHER WITH Second Class Tidelands as conveyed by the State of Washington, lying in front of, adjacent to, or abutting thereon.

PARCEL B2:

A non-exclusive easement for ingress and egress over and across a strip of land 15 feet in width (the center line of which is a line drawn parallel with and 7 1/2 feet East of the West line of Lervick Avenue extended Northerly) across Tract 10 and the Southerly 41 feet of Tract 11, O. LERVICK'S PLAT OF AGATE COVE, according to the plat thereof recorded in Volume 4 of Plats, page 42, records of Skagit County, Washington.

Situate in Skagit County, Washington.

- END OF EXHIBIT "A" -



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EXHIBIT B

November 11, 2004

LEGAL DESCRIPTION FOR PROPOSED EASEMENT

Anderson to Shoemake Living Trust – Vehicular Access

All that part of that certain tract of land conveyed to Gill Anderson by Quit Claim Deed recorded April 24, 1990 under Auditor's File No. 9004240041, records of Skagit County, Washington, and being a portion of Tracts 11, 12, and 13, "O. Lervick's Plat of Agate Cove, West Beach—Guemes Island, Skagit County, Washington", as per plat recorded in Volume 4 of Plats, page 42, records of said County and State, said part being more particularly described as follows:

Commencing at the Southwest corner of Lot 10, said "O. Lervick's Plat of Agate Cove, West Beach—Guemes Island, Skagit County, Washington", as said point is shown on that certain Record of Survey recorded under Auditor's File No. 200105250015, records of said County and State; **thence** North 01°50'00" East along the West line of said Lot 10 and Lot 11, a distance of 88.61 feet to a point on the South line of said Anderson tract; **thence** South 88°10'00" East along said South line, a distance of 74.27 feet to the **TRUE POINT OF BEGINNING**; **thence** North 72°19'51" West, a distance of 10.65 feet to a point lying on the Westerly line of a strip of land 15.00 feet in width; **thence** along said Westerly line for the following courses: North 53°06'15" West, a distance of 20.64 feet; North 35°35'57" West, a distance of 19.27 feet; North 20°39'33" West, a distance of 9.61 feet; North 19°49'34" West, a distance of 13.50 feet; North 25°54'01" West, a distance of 21.63 feet; and North 11°51'24" West, a distance of 27.90 feet to the North line of said Anderson tract and the Northwest corner of said 15 foot wide strip of land; **thence** South 88°10'00" East along said North line, a distance of 15.44 feet to the Northeast corner of said 15 foot wide strip of land; **thence** along the Easterly line of said 15 foot wide strip of land for the following courses: South 11°51'24" East, a distance of 22.40 feet; South 25°54'01" East, a distance of 20.58 feet; South 19°49'34" East, a distance of 14.19 feet; South 20°39'33" East, a distance of 7.54 feet; South 35°35'57" East, a distance of 15.00 feet; South 53°06'15" East, a distance of 18.34 feet; and South 56°04'35" East, a distance of 10.34 feet; **thence** leaving said Easterly line, South 31°28'05" East, a distance of 11.59 feet to said South line of said Anderson tract; **thence** North 88°10'00" West, a distance of 16.02 feet to the **TRUE POINT OF BEGINNING**;

SUBJECT TO public or private easements, covenants, restrictions, or other encumbrances of record.

Situate in the County of Skagit, State of Washington.



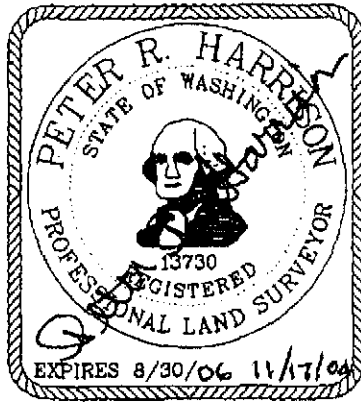


EXHIBIT B - Page Two



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**EXHIBIT C**

**AFTER RECORDING RETURN TO:**

James E. Anderson  
P. O. Box 727  
Anacortes, WA 98221

**AMENDED EASEMENT FOR INGRESS, EGRESS AND UTILITIES**

**GRANTOR:** GIL E. ANDERSON (whose name may appear of record as GILL E. ANDERSON), a married man dealing in his separate property

**GRANTEES:** JAMES L. SHOEMAKE and JO ANN SHOEMAKE, Trustees of the Shoemake Living Trust

**LEGAL DESCRIPTION:** Tracts 11, 12 and 13 of O. LERVICK'S PLAT OF AGATE COVE, according to the plat thereof recorded in Volume 4 of Plats, page 42, records of Skagit County, Washington.

EXCEPT the North 150 feet thereof as measured along the West Survey line thereof and by a line drawn parallel with the North line thereof;

ALSO EXCEPT the Southerly 41 feet thereof; TOGETHER WITH Second Class Tidelands as conveyed by the State of Washington, lying in front of, adjacent to, or abutting thereon.

**TAX I.D. NUMBER:** 3854-000-012-0015; R61693

**RECITALS**

A. THIS AGREEMENT is made and entered into by and between GIL ANDERSON (whose name may appear of record as GILL E. ANDERSON), a married man dealing in his separate property, hereinafter referred to as "Grantor", and JAMES L. SHOEMAKE and JO ANN SHOEMAKE, Trustees of the "Shoemake Living Trust" dated November 10, 1999, hereinafter referred to as the "Grantees"; and

**EXHIBIT C**

**AMENDED EASEMENT FOR INGRESS,  
EGRESS AND UTILITIES - 1**



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EXHIBIT C - Page 2

B. Grantees have previously reserved and been granted easement rights over Grantor's property which is described above and also described as parcels B1 and B2 on Exhibit A which is attached hereto and incorporated by reference herein for the use and benefit of Grantees' property which is described as parcels A1 and A2 in said attached Exhibit A and the description of said properties is incorporated by reference herein; and

C. Grantor and Grantees both have a non-exclusive easement for ingress and egress over and across a strip of land 15 feet in width which is referred to and described as parcel A2 and parcel B2 on Exhibit A which is attached hereto and incorporated by reference herein; and

D. Pursuant to a "Stipulated Judgment" to be entered in a proceeding in the Skagit County Superior Court under Case No. 00-2-01615-1 the parties hereto have agreed to amend the existing easement rights of Grantees over, under and across Grantor's property and to grant unto Grantees a non-exclusive two-foot easement on the northern portion of Grantor's property; and

NOW, THEREFORE in consideration of the mutual benefits inuring to each of the parties hereto and the Stipulation referred to above, the parties covenant and agree as follows:

1. Easement for Ingress, Egress, and Utilities.

Grantor hereby grants a perpetual, non-exclusive easement for ingress, egress, and utilities over, under and across Grantor's property described as parcel B1 on Exhibit A for the use and benefit of Grantees property described and referred to as parcel A1 on Exhibit A. Said easement shall be located in the area legally described on Exhibit B which is attached hereto and incorporated by reference herein.

2. Maintenance.

The Grantor and Grantees shall be equally responsible to pay all costs connected with the maintenance of the easement in its existing condition as a gravel easement right-of-way.

3. Use.

The Grantees shall use caution in using the easement for vehicles as the driveway is in close proximity to Grantor's dwelling and areas where Grantor's family recreate.

AMENDED EASEMENT FOR INGRESS,  
EGRESS AND UTILITIES - 2

EXHIBIT C -



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Skagit County Auditor

4. Ham Shack/Stair Easement.

Grantor grants a perpetual, non-exclusive easement for ingress and egress to Grantees for the purpose of accessing the property to maintain, repair, and/or replace a building called the "ham shack" and the attached stairs which are located on the property vested in Grantees pursuant to the stipulation referred to in Recital D above. Said easement is described on Exhibit C which is attached hereto and incorporated by reference herein and depicted on a survey recorded on the 21st day of April, 2005 under Skagit County Auditor's File No. 20050641003 JUNE.

5. Separate Property.

Grantor covenants and warrants that his property described as parcels B1 and B2 on Exhibit A was acquired by him and his former wife GAIL M. ANDERSON and that her interest in the property was subsequently deeded to him. Grantor further covenants and warrants that his present wife, SHELBY PLATT, who has been referred to in the court proceedings referred to in Recital D above as SHELBY ANDERSON, has no interest in the subject property and the same is his sole and separate property.

6. Enforcement.

In the event that either party retains the services of an attorney to enforce the terms of this agreement, the prevailing party shall be entitled to their attorney's fees and costs incurred in enforcing the terms of this easement.

7. Covenant.

This easement shall be construed as a covenant running with the land and shall be binding on the heirs, successors and assigns of the parties.

8. Merger.

That upon the filing of this document with the Skagit County Auditor's Office the easement rights previously reserved and granted to Grantees on the Grantor's property described and referred to as parcels B1 and B2 on Exhibit "A" pursuant to the Real Estate Contract recorded under Skagit County Auditor's File No. 794614, and reserved in a Warranty Deed recorded under Skagit County Auditor's File No. 8607030071, shall be merged into the easement referred to in

AMENDED EASEMENT FOR INGRESS,  
EGRESS AND UTILITIES - 3



paragraph 1 above and described on Exhibit B. Said easement shall be restricted to the area described on Exhibit B and the area depicted on the survey map referred to paragraph 4 above. The result of this merger is that the Grantees' easement rights described in the foregoing documents has been relocated to the area described on Exhibit B.

DATE: \_\_\_\_\_

GIL E. ANDERSON

DATE: \_\_\_\_\_

JAMES L. SHOEMAKE - Trustee

DATE: \_\_\_\_\_

JO ANN SHOEMAKE - Trustee

STATE OF WASHINGTON )  
COUNTY OF \_\_\_\_\_ )

ss

On this day personally appeared before me GIL E. ANDERSON 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 \_\_\_\_\_ day of \_\_\_\_\_, 2005.

Notary Public in and for the State of  
Washington, residing at Anacortes.  
My appointment expires: \_\_\_\_\_

AMENDED EASEMENT FOR INGRESS,  
EGRESS AND UTILITIES - 4

EXHIBIT C -



201303110093  
Skagit County Auditor

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On this day personally appeared before me JAMES L. SHOEMAKE and JO ANN SHOEMAKE 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 their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

Notary Public in and for the State  
of \_\_\_\_\_, residing at \_\_\_\_\_.  
My appointment expires: \_\_\_\_\_

(Printed Name)



201303110093  
Skagit County Auditor

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AMENDED EASEMENT FOR INGRESS,  
EGRESS AND UTILITIES - 5

EXHIBIT C - Page 6

EXHIBIT "A"

PARCEL A1:

The North 150 feet of the following described tract, as measured along the West survey line thereof and by a line drawn parallel to the North line thereof;

Tracts 12 and 13 of O. Lervick's Plat of Agate Cove, West Beach-Guemes Island, Skagit Co., Wash., as per plat recorded in Volume 4 of Plats, page 42, records of Skagit County; INCLUDED in said description is the second class tideland portion of the above described property as shown in the Plat;

PARCEL A2:

A non-exclusive easement for ingress and egress and utilities over and across a strip of land 15 feet in width, the center line of which is a line drawn parallel to and 7 1/2 feet East of the West line of Lervick Avenue extended Northerly across Lots 10 to 13, inclusive, of said Plat.

EXCEPT the North 150 feet of said Lots 12 and 13 above described;

PARCEL B1:

Tracts 11, 12 and 13 of O. LERVICK'S PLAT OF AGATE COVE, according to the plat thereof recorded in Volume 4 of Plats, page 42, records of Skagit County, Washington;

EXCEPT the North 150 feet thereof as measured along the West survey line thereof and by a line drawn parallel with the North line thereof;

ALSO EXCEPT the Southerly 41 feet thereof;

TOGETHER WITH Second Class Tidelands as conveyed by the State of Washington, lying in front of, adjacent to, or abutting thereon.

PARCEL B2:

A non-exclusive easement for ingress and egress over and across a strip of land 15 feet in width (the center line of which is a line drawn parallel with and 7 1/2 feet East of the West line of Lervick Avenue extended Northerly) across Tract 10 and the Southerly 41 feet of Tract 11, O. LERVICK'S PLAT OF AGATE COVE, according to the plat thereof recorded in Volume 4 of Plats, page 42, records of Skagit County, Washington.

Situate in Skagit County, Washington.

- END OF EXHIBIT "A" -

EXHIBIT C



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Skagit County Auditor

## EXHIBIT B

November 11, 2004

## LEGAL DESCRIPTION FOR PROPOSED EASEMENT

## Anderson to Shoemake Living Trust - Vehicular Access

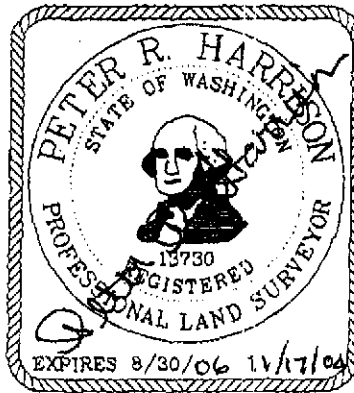
All that part of that certain tract of land conveyed to Gill Anderson by Quit Claim Deed recorded April 24, 1990 under Auditor's File No. 9004240041, records of Skagit County, Washington, and being a portion of Tracts 11, 12, and 13, "O. Lervick's Plat of Agate Cove, West Beach—Guemes Island, Skagit County, Washington", as per plat recorded in Volume 4 of Plats, page 42, records of said County and State, said part being more particularly described as follows:

Commencing at the Southwest corner of Lot 10, said "O. Lervick's Plat of Agate Cove, West Beach—Guemes Island, Skagit County, Washington", as said point is shown on that certain Record of Survey recorded under Auditor's File No. 200105250015, records of said County and State; thence North 01°50'00" East along the West line of said Lot 10 and Lot 11, a distance of 88.61 feet to a point on the South line of said Anderson tract; thence South 88°10'00" East along said South line, a distance of 74.27 feet to the **TRUE POINT OF BEGINNING**; thence North 72°19'51" West, a distance of 10.65 feet to a point lying on the Westerly line of a strip of land 15.00 feet in width; thence along said Westerly line for the following courses: North 53°06'15" West, a distance of 20.64 feet; North 35°35'57" West, a distance of 19.27 feet; North 20°39'33" West, a distance of 9.61 feet; North 19°49'34" West, a distance of 13.50 feet; North 25°54'01" West, a distance of 21.63 feet; and North 11°51'24" West, a distance of 27.90 feet to the North line of said Anderson tract and the Northwest corner of said 15 foot wide strip of land; thence South 88°10'00" East along said North line, a distance of 15.44 feet to the Northeast corner of said 15 foot wide strip of land; thence along the Easterly line of said 15 foot wide strip of land for the following courses: South 11°51'24" East, a distance of 22.40 feet; South 25°54'01" East, a distance of 20.58 feet; South 19°49'34" East, a distance of 14.19 feet; South 20°39'33" East, a distance of 7.54 feet; South 35°35'57" East, a distance of 15.00 feet; South 53°06'15" East, a distance of 18.34 feet; and South 56°04'35" East, a distance of 10.34 feet; thence leaving said Easterly line, South 31°28'05" East, a distance of 11.59 feet to said South line of said Anderson tract; thence North 88°10'00" West, a distance of 16.02 feet to the **TRUE POINT OF BEGINNING**;

SUBJECT TO public or private easements, covenants, restrictions, or other encumbrances of record.

Situate in the County of Skagit, State of Washington.





201303110093

Skagit County Auditor

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## EXHIBIT C

November 11, 2004

## LEGAL DESCRIPTION FOR PROPOSED EASEMENT

Anderson to Shoemake Living Trust - Ham Shack Access

All that part of that certain tract of land conveyed to Gill Anderson by Quit Claim Deed recorded April 24, 1990 under Auditor's File No. 9004240041, records of Skagit County, Washington, and being a portion of Tracts 11, 12, and 13, "O. Lervick's Plat of Agate Cove, West Beach—Guemes Island, Skagit County, Washington", as per plat recorded in Volume 4 of Plats, page 42, records of said County and State, said part being more particularly described as follows:

A strip of land 2.00 feet in width, said strip lying Southerly, Easterly, Northerly and Westerly of the following described line:

Commencing at the Southwest corner of Lot 10, said "O. Lervick's Plat of Agate Cove, West Beach—Guemes Island, Skagit County, Washington", as said point is shown on that certain Record of Survey recorded under Auditor's File No. 200105250015, records of said County and State; thence North  $01^{\circ}50'00''$  East along the West line of said Lot 10 and Lot 11, a distance of 147.61 feet to the Northwest corner of said Lot 11; thence North  $05^{\circ}35'00''$  West along the West line of said Lot 12, a distance of 51.68 feet to a point on the North line of said Anderson tract; thence South  $88^{\circ}10'00''$  East along said North line, a distance of 43.08 feet to the **TRUE POINT OF BEGINNING** of said described line; thence South  $73^{\circ}56'52''$  West, a distance of 5.68 feet; thence South  $15^{\circ}46'19''$  East, a distance of 9.83 feet; thence North  $73^{\circ}56'52''$  East, a distance of 23.60 feet; thence North  $15^{\circ}46'19''$  West, a distance of 2.23 feet to said North line and the end of said described line;

SUBJECT TO public or private easements, covenants, restrictions, or other encumbrances of record.

Situate in the County of Skagit, State of Washington.

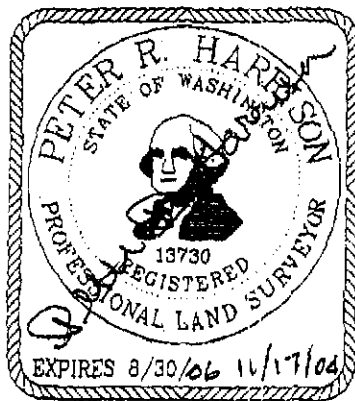


EXHIBIT C

EXHIBIT C - Page



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Skagit County Auditor

EXHIBIT D

November 11, 2004

LEGAL DESCRIPTION FOR PROPOSED BOUNDARY LINE ADJUSTMENT

Anderson to Shoemaker Living Trust – Ham Shack Building and Stair Encroachment

All that part of that certain tract of land conveyed to Gill Anderson by Quit Claim Deed recorded April 24, 1990 under Auditor's File No. 9004240041, records of Skagit County, Washington, and being a portion of Tracts 11, 12, and 13, "O. Lervick's Plat of Agate Cove, West Beach—Guemes Island, Skagit County, Washington", as per plat recorded in Volume 4 of Plats, page 42, records of said County and State, said part being more particularly described as follows:

Commencing at the Southwest corner of Lot 10, said "O. Lervick's Plat of Agate Cove, West Beach—Guemes Island, Skagit County, Washington", as said point is shown on that certain Record of Survey recorded under Auditor's File No. 200105250015, records of said County and State; **thence North 01°50'00" East along the West line of said Lot 10 and Lot 11, a distance of 147.61 feet to the Northwest corner of said Lot 11; thence North 05°35'00" West along the West line of said Lot 12, a distance of 51.68 feet to a point on the North line of said Anderson tract; thence South 88°10'00" East along said North line, a distance of 44.46 feet to the TRUE POINT OF BEGINNING; thence continuing South 88°10'00" East along said North line, a distance of 15.31 feet; thence South 15°46'19" East, a distance of 0.87 feet; thence South 73°56'52" West, a distance of 19.60 feet; thence North 15°46'19" West, a distance of 4.00 feet; thence North 73°56'52" East, a distance of 4.98 feet; thence North 15°00'02" West, a distance of 1.57 feet to the TRUE POINT OF BEGINNING;**

SUBJECT TO public or private easements, covenants, restrictions, or other encumbrances of record.

Situate in the County of Skagit, State of Washington.

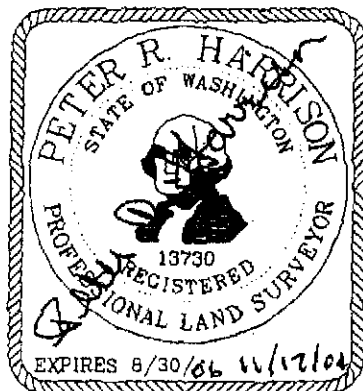


EXHIBIT D



201303110093  
Skagit County Auditor

EXHIBIT E

November 11, 2004

LEGAL DESCRIPTION FOR PROPOSED EASEMENT

Anderson to Shoemake Living Trust – Ham Shack Access

All that part of that certain tract of land conveyed to Gill Anderson by Quit Claim Deed recorded April 24, 1990 under Auditor's File No. 9004240041, records of Skagit County, Washington, and being a portion of Tracts 11, 12, and 13, "O. Lervick's Plat of Agate Cove, West Beach—Guemes Island, Skagit County, Washington", as per plat recorded in Volume 4 of Plats, page 42, records of said County and State, said part being more particularly described as follows:

A strip of land 2.00 feet in width, said strip lying Southerly, Easterly, Northerly and Westerly of the following described line:

Commencing at the Southwest corner of Lot 10, said "O. Lervick's Plat of Agate Cove, West Beach—Guemes Island, Skagit County, Washington", as said point is shown on that certain Record of Survey recorded under Auditor's File No. 200105250015, records of said County and State; **thence** North 01°50'00" East along the West line of said Lot 10 and Lot 11, a distance of 147.61 feet to the Northwest corner of said Lot 11; **thence** North 05°35'00" West along the West line of said Lot 12, a distance of 51.68 feet to a point on the North line of said Anderson tract; **thence** South 88°10'00" East along said North line, a distance of 43.08 feet to the **TRUE POINT OF BEGINNING** of said described line; **thence** South 73°56'52" West, a distance of 5.68 feet; **thence** South 15°46'19" East, a distance of 9.83 feet; **thence** North 73°56'52" East, a distance of 23.60 feet; **thence** North 15°46'19" West, a distance of 2.23 feet to said North line and the end of said described line;

SUBJECT TO public or private easements, covenants, restrictions, or other encumbrances of record.

Situate in the County of Skagit, State of Washington.

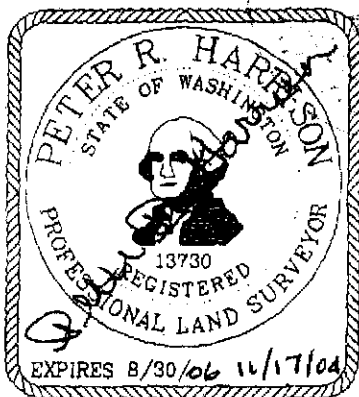
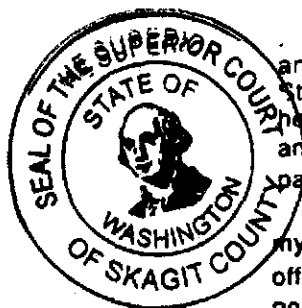


EXHIBIT E



201303110093  
Skagit County Auditor

State of Washington, } ss.  
County of Skagit



Nancy K. Scott, County Clerk of Skagit County and ex-officio Clerk of the Superior Court of the State of Washington, for the County of Skagit, do hereby certify that the foregoing instrument is a true and correct copy of the original, consisting of 20 pages, now on file in my office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Seal of said Court at my office at Mount Vernon this 11 day of March, 20 13

Nancy K. Scott, County Clerk.  
By Carla Orsinal  
Deputy Clerk



201303110093  
Skagit County Auditor