

WHEN RECORDED RETURN TO:

Wesley D. Bates, Esq.
Bates & Ely, PLLC
18530 - 156th Ave. NE, Suite 200
Woodinville, WA 98072



201311040114

Skagit County Auditor

\$84.00

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3:34PM

WASHINGTON STATE RECORDER'S COVER SHEET

(RCW 65.04)

GUARDIAN NORTHWEST TITLE CO.

DOCUMENT TITLE:

A106421-2

EASEMENT AGREEMENT

GRANTORS:

1. LOUISE M. BRISSEY, a single woman
2. LYNN VAN ZANTEN, a married woman as her separate estate
3. CRAIG BRISSEY, a married man as his separate estate, and
4. FORREST LEE BRISSEY, III, a married man as his separate estate

GRANTEES:

1. PHILIP A. LATENDRESSE and SUSAN BETH LATENDRESSE, husband and wife

LEGAL DESCRIPTION - ABBREVIATED:

Parcel A: Lot 120 & Ptn of Lot 119 Rancho San Juan Del Mar Subdivision No. 3,
Vol 6 of Plats, pg 19.
Parcel B: Lot 121, Plate 1, Rancho San Juan Del Mar. Subdivision No. 3

ASSESSOR'S PROPERTY TAX PARCEL NUMBER:

Parcel A: 3974-000-120-0001 P68317
Parcel B: P68318, 3974-000-121-0000

EASEMENT AGREEMENT

GRANTORS: Louise M. Brissey, a single woman
Lynn van Zanten, a married woman as her separate estate
Craig Brissey, a married man as his separate estate, and
Forrest Lee Brissey, III, a married man as his separate estate

GRANTEE: Philip A. and Susan Beth Latendresse, husband and wife

The parties agree to the terms of this Easement Agreement to resolve issues related to an encroachment by Grantees. Grantees previously constructed a detached garage on their property, referred to as Parcel B herein, and the garage encroaches on Grantor's property, referred to as Parcel A herein. The garage crosses the boundary line between Parcel A and Parcel B with the corner of the foundation on Parcel A, and with the roof of the garage overhanging on to Parcel A, with such garage depicted on the prior survey map from 1979 which is attached hereto as *Exhibit A-1* and depicted with increased detail on *Exhibit A-2*. The portion of the garage located on Parcel A and the portion of the garage roof that overhangs Parcel A is referred to herein as the "Easement Area". Grantors, or their predecessors in interest, had previously granted verbal authorization for the garage encroachment when it was discovered, however the parties now desire to formally grant an easement for the Easement Area to permit the garage to remain in its current location, subject to the terms and conditions herein.

For and in consideration of ten dollars in hand paid, and other good and valuable consideration, the Grantors: Louise M. Brissey, a single woman, Lynn van Zanten, a married woman as her separate estate, Craig Brissey, a married man as his separate estate, and Forrest Lee Brissey, III, a married man as his separate estate, as owners of Parcel A, legally described as set forth on *Exhibit B*, with a street address of 3175 Biz Point Rd., Anacortes WA 98221, do hereby grant and convey to the Grantees, Philip A. and Susan Beth Latendresse, husband and wife, and their heirs, successors, and assigns, as owner of Parcel B, also legally described as set forth on *Exhibit B*, with street address of 3181 Biz Point Rd., Anacortes, WA 98221, an easement for the Easement Area on Parcel A for the portion of the garage, including the foundation and garage overhang, as depicted on Exhibits A-1 and A-2 which encroaches on and is currently located on or over Parcel A.

This easement is granted subject to and conditioned upon the following terms, conditions, and covenants:

1. The parties agree that the easement shall run with the land and that the rights and obligations of the Grantors and Grantees shall inure to the benefit of and be binding upon their respective heirs, successors, and assigns. Any transfer of ownership of either parcel by a party to this Agreement shall be considered an assignment of the rights and obligations of the transferring party in relation to this Agreement.

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

NOV 04 2013



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

2. Grantees shall be permitted to have reasonable access to the area immediately surrounding the Easement Area for purposes of general maintenance of the garage, but shall not be permitted to use any heavy machinery onto Parcel A without the Grantors' written consent. Unless otherwise decided in the future by Grantors, Grantees shall have the non-exclusive right to maintain the landscaping for a four foot area around the garage foundation, however the form of landscaping shall be controlled by Grantors and Grantees shall comply with any landscaping guidelines of Grantors on Parcel A.

3. In the event the garage is destroyed, is moved or removed by Grantees, then the easement shall automatically terminate. Grantees shall not enlarge the footprint of the foundation of the garage if it will increase the encroachment on Parcel A, nor shall Grantees extend the roof of the garage any further onto Parcel A or increase the height of the garage.

4. Grantors and Grantees agree that the provisions contained in this document shall constitute the entire agreement between the parties.

5. Notwithstanding the foregoing, if Grantors or Grantees or their respective agents, representatives, assigns, licensees, or invitees cause damage to the Easement Area or Parcel A, then the damaging party shall be liable for the costs and expenses for repairing said damage. In the event the damaging party does not commence the necessary repairs within thirty (30) days of any written demand for repairs by the non-damaging party, then the non-damaging party shall have the right to commence such repairs and seek recovery for such repair costs from the damaging party. Grantors and Grantees are responsible for damages caused by their respective agents, representatives, assigns, licensees, or invitees and are responsible to repair the damage.

6. If any party hereto shall bring a suit, arbitration or take any action against the other for relief, declaratory or otherwise, arising out of this Agreement, the substantially prevailing party shall have and recover reasonable attorney fees, in addition to all costs and disbursements, against the other party, whether or not a lawsuit is filed, and including all costs and fees on appeal.

7. The non-violating party shall, in addition to any other remedy to which it may be entitled in law or equity, be entitled to an injunction or injunctions (without the posting of any bond and without proof of actual damages) and/or specific performance to enforce any breach of this Agreement.

8. The failure of any party hereto to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option or right herein conferred, in any one or more instances, shall not be construed to be a waiver or relinquishment of any such option or right, or of any other covenants or agreements, but the same shall be and remain in full force and effect. Any default, misrepresentation or breach of any covenant or warranty by a party in connection with this Agreement may be waived in writing by the other party.



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9. This Agreement shall be governed by, construed and enforced in accordance with the laws of the state of Washington, without giving effect to principles and provisions thereof relating to conflict or choice of laws, and irrespective of the fact that any one of the parties is now or may become a resident of a different state. Venue for any action under this Agreement shall lie in Skagit County, Washington. The parties hereby agree to submit to the jurisdiction of the courts of Skagit County, Washington. In the event that injunctive relief is awarded, the parties agree to enforcement of such relief in any jurisdiction in which they reside or conduct business.

Agreed to and granted this 31st day of October, 2013.

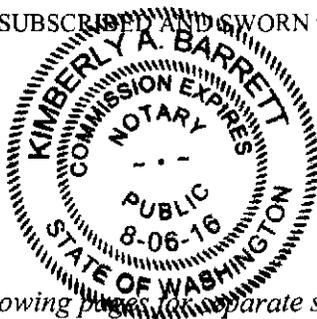
Louise M. Brissey
Louise M. Brissey

STATE OF WASHINGTON
COUNTY OF Skagit

ss.

On this day personally appeared before me **Louise M. Brissey**, to me known to be the person 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, and on oath stated that she was authorized to execute said instrument.

SUBSCRIBED AND SWORN to before me on 10-31, 2013.



Kimberly A. Barrett
Kimberly A. Barrett [Printed Name of Notary]
Notary Public In and for the State of
Washington, residing at Salmon Harbor
My Commission Expires: August 2016

See following pages for separate signatures and notary blocks



Agreed to and granted this 1 day of ~~October~~ ^{November}, 2013.
KAS

Lynn van Zanten
Lynn van Zanten

STATE OF WASHINGTON }
COUNTY OF Skagit } ss.

On this day personally appeared before me **Lynn van Zanten**, to me known to be the person 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, and on oath stated that she was authorized to execute said instrument.

SUBSCRIBED AND SWORN to before me on 11-1, 2013.



Kimberly A. Barrett
Kimberly A. Barrett [Printed Name of Notary]
Notary Public in and for the State of
Washington, residing at Oak Harbor
My Commission Expires: Aug 6, 2016



Agreed to and granted this 1 day of ~~October~~ ^{November}, 2013.
1443

Craig Brissey
Craig Brissey

STATE OF WASHINGTON }
COUNTY OF Skagit } ss.

On this day personally appeared before me **Craig Brissey**, to me known to be the person 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, and on oath stated that he was authorized to execute said instrument.

SUBSCRIBED AND SWORN to before me on 11, 2013.



Kimberly A. Barret
Kimberly A. Barret [Printed Name of Notary]
Notary Public in and for the State of
Washington, residing at Oak Harbor
My Commission Expires: August 2016



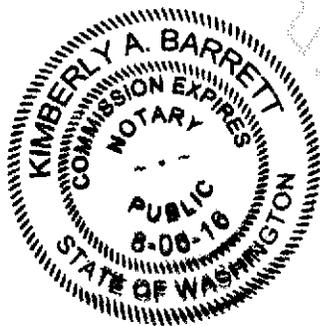
Agreed to and granted this 1 day of ~~October~~ ^{November} 2013.
KRS

Forrest Lee Brissey III
Forrest Lee Brissey, III

STATE OF WASHINGTON }
COUNTY OF Skagit } ss.

On this day personally appeared before me **Forrest Lee Brissey, III**, to me known to be the person 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, and on oath stated that he was authorized to execute said instrument.

SUBSCRIBED AND SWORN to before me on 11-1, 2013.



Kimberly A. Barrett
Kimberly A. Barrett (Printed Name of Notary)
Notary Public in and for the State of
Washington, residing at Oak Harbor
My Commission Expires: August 2016



Agreed to and accepted this 1 day of ~~October~~ ^{NOVEMBER}, 2013.

Philip A. Latendresse

Philip A. Latendresse

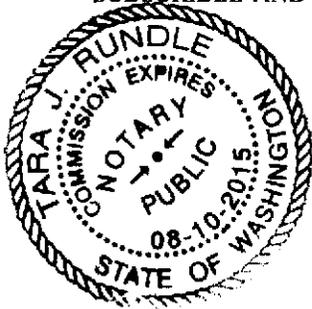
STATE OF WASHINGTON

COUNTY OF Whatcom

} ss.

On this day personally appeared before me **Philip A. Latendresse** to me known to be the person 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, and on oath stated that he was authorized to execute said instrument.

SUBSCRIBED AND SWORN to before me on Nov 1st, 2013.



Tara J. Rundle [Printed Name of Notary]
Notary Public in and for the State of
Washington, residing at Zelligham WA
My Commission Expires: 8/10/2015



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Agreed to and accepted this 15th day of ~~October~~ ^{NOV.} 2013.

Susan Beth Latendresse

Susan Beth Latendresse

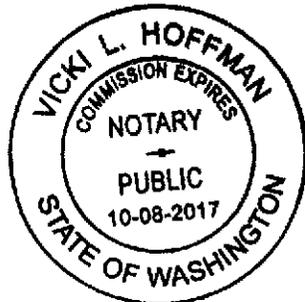
STATE OF WASHINGTON

COUNTY OF SKAGIT

ss.

On this day personally appeared before me Susan Beth Latendresse to me known to be the person 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, and on oath stated that she was authorized to execute said instrument.

SUBSCRIBED AND SWORN to before me on NOV. 1, 2013.



Vicki L. Hoffman
VICKI L. HOFFMAN [Printed Name of Notary]
Notary Public in and for the State of
Washington, residing at ANACORTES
My Commission Expires: 10-8-17



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EXHIBITS A

See attached



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EXHIBIT B

Legal Description of Parcel A

Lot 120 and the East ½ of Lot 119 of Rancho San Juan Del Mar Subdivision No. 3 per plat recorded in the office of the Auditor of Skagit County, Washington in Volume 6 of Plats, page 19.

Subject to and together with easements and reservations of record.

And Conditional Sand Filter Sewage System Agreement

(With common address of 3175 Biz Point Rd., Anacortes WA 98221)

Legal Description of Parcel B

Lot 121, Plate 1, "RANCHO SAN JUAN DEL MAR, SUBDIVISION NO. 3", as per plat recorded in Volume 6 of Plats, Pages 19 to 22, inclusive, records of Skagit County, Washington; TOGETHER WITH all uplands, if any, lying between the said lot and the tidelands in front thereof, TOGETHER WITH appurtenances thereunto belonging or appertaining.

(With common address of 3181 Biz Point Rd, Anacortes WA 98221)



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PARCEL A

Exhibit A 1

PARCEL B

Easement Area →

← Garage



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UNNOTED

EXHIBIT A-2

