

When recorded return to:

Warren Brown-Pounds
17421 Turtle Lane
Bow, WA 98232



201312200080

Skagit County Auditor

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GRANT OF ACCESS & UTILITIES EASEMENT

Grantor: Goodyear Nelson Hardwood Lumber Co., Inc., a Washington Corporation,

Grantee: Warren Brown-Pounds, an unmarried person,

Abbreviated Legal: The West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 13, Township 36 North, Range 3 East, W.M., records of Skagit County, Washington; and The Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 13, Township 36 North, Range 3 East, W.M., records of Skagit County, Washington;

Tax Parcel No.s: 360313-2-003-0003/P47845; 360313-2-002-0001/P47851

148074-SE

LAND TITLE OF SKAGIT COUNTY

ACCOMMODATION RECORDING

This Grant of Easement for Access and Utilities is made this day of , 2013 by and between Goodyear Nelson Hardwood Lumber Co., Inc., a Washington Corporation, (hereafter Grantor), and Warren Brown-Pounds, an unmarried person, (hereafter Grantee), for the purpose of memorializing the terms and conditions of an easement grant that will burden the property of the Grantor and benefit the property of the Grantee.

RECITALS

Whereas, Grantor is the owner of that certain real property (hereinafter **Parcel A**) legally described as follows:

The West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 13, Township 36 North, Range 3 East, W.M., records of Skagit County, Washington;

Except road rights of way

Situate in the County of Skagit, State of Washington.

Whereas, Grantee is the owner of that certain real property (hereinafter **Parcel B**) legally described as follows:

The Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 13, Township 36 North, Range 3 East, W.M., records of Skagit County;

Situate in the County of Skagit, State of Washington.

Whereas, there currently exists a path of access over Parcel A that benefits Parcel B. However, other than the grant of easement for access over the road commonly known as Lily Lake Road that crosses said parcel A and benefits Parcel B there is no recorded document memorializing the access path from said road to Parcel B.

Whereas, The parties hereto have agreed to the terms and conditions of an easement to memorialize the path of access from Lily Lake Road to Parcel B as it crosses Parcel A.

Easement

Now Therefore, in consideration of the mutual benefits to Grantor and Grantee by virtue of this covenants contained herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Grant of Easement** – Grantor hereby grants and conveys to Grantee, his heirs, successors and assigns, a non-exclusive perpetual easement for ingress and egress and utilities over, upon, under and across a portion of Parcel A legally described as follows:

A portion of the West ½ of the Southwest ¼ of Section 13, Township 36 North, Range 3 East, W.M., records of Skagit County, Washington;

Said Easement is located within the existing road,

which is legally described in attached Exhibit A;

and is depicted on the sketch attached hereto as Exhibit B.

2. **Benefit and Burden & Successors and Assigns** – This easement grant burdens Parcel A and benefits Parcel B. It is intended to be a covenant running with the land and will be binding upon the parties hereto, their heirs, successors and assigns.
3. **Use and Maintenance** - The use of the easement by Grantee, his agent(s), guest(s) or invitee(s), shall be in a reasonable manner for the purpose of access and utilities only. No vehicles shall be parked on the easement without the prior consent of the Grantor, which may be withheld for any reason.

Costs of maintenance and repair of the easement shall be solely borne by the Grantee. The Grantee shall be responsible for any and all maintenance of the access path running Northerly from Lily Lake Road, including but not limited to keeping said access clear of brush and other debris, provided, however, that Grantee shall not be responsible for repairs or maintenance necessitated by vehicles or machinery related to logging



operations performed by Grantor.

Grantee shall not install or construct any improvements within the easement area or perform any work, except for normal maintenance and repair, without the prior consent of the Grantor, which may be withheld for any reason. Grantee shall solely bear all costs associated with said work and obtain all necessary permits and approvals from the local jurisdiction with regard to any work performed within the Easement. Upon completion of said work, Grantee shall seek and obtain Grantor's final approval of the work performed. The purpose of this approval is to guarantee that improvements will be made properly and to the satisfaction of the grantor.

In the event of the use of the easement path for utilities, the utility service provider(s) shall locate utilities within the easement area described in Exhibit A and shall take all reasonable measures not to disturb land of the Grantor lying outside the easement area. Grantor shall have the right in its sole discretion to approve the location and construction design of utilities within the Easement. Grantee shall seek Grantor's approval of the final utility construction work. The purpose of this approval is to guarantee that utilities will be installed properly and to the satisfaction of the grantor.

Upon the prior consent of the Grantor, which may be withheld for any reason, the utility provider(s) may temporarily travel upon and occupy land of the Grantor immediately adjacent to the easement path as necessary for utility installation. Should there be disturbance of any land of the Grantor outside the easement area as a result of utility installation the land so affected will be returned to the condition that existed immediately prior to utility installation. No trees shall be cut for purposes of utility installation without the express authorization of the Grantor, which may be withheld for any reason.

Should the location of the utilities by the Grantee within the Easement result in an increase of Grantor's maintenance and/or construction costs associated with Grantor's use of Lily Lake Road, Grantee shall bear these additional costs.

4. **No Liens.** Grantee shall keep the Easement and Grantor's Property free from any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantee and shall hold Grantor harmless and indemnify it from the same.
5. **Hold Harmless.** Grantee shall indemnify and hold Grantor harmless from and defend the Grantor against any and all claims, liens, costs including attorney's fees, bodily injury or property damage and/or expenses arising by reason of the acts or omissions of Grantee and its agents, contractors, consultants, guests, and invitees when on Grantor's Property, a breach of any term of this Easement Agreement, or in the exercise of their

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rights under this Agreement.

6. **Prior Easements** – This Agreement replaces all prior easement agreements between Parcel A and Parcel B, whether written or oral, and terminates and extinguishes the same, except for the easement over Lily Lake Road, which will remain.
7. **No Public Dedication** – Nothing herein shall be deemed a gift or dedication for public purposes.
8. **Attorneys' Fees and Venue** – In the event of a legal action arising out of the interpretation or enforcement of this Access and Utilities Easement Agreement, the prevailing party shall be entitled to recover all costs and disbursements incurred including a reasonable attorneys' fee. It is agreed that the venue of any legal action will be in the Superior Court of Skagit County, Washington.
9. **Entire Agreement** – This agreement constitutes the entire agreement between the parties hereto. It incorporates and supersedes any and all prior agreements and negotiations. This agreement may not be modified or supplemented in any manner without the express written agreement of both parties.
10. **Notices** – Written notices from one party to the other shall be given by one of the following methods: (a) United States registered mail, return receipt requested, and said notice shall be deemed to have been given three (3) days after said notice is deposited into the United States mail; (b) personal delivery, and said notice shall be deemed given upon such delivery; or (c) recognized overnight courier service, and said notice shall be deemed given upon delivery by such service at the following addresses or at such other address of which either party shall advise the other in writing:

Grantor: Goodyear Nelson Hardwood Lumber Company
P.O. Box 997
Bellingham, WA 98227

Grantee: Warren Brown-Pounds
17421 Turtle Lane
Bow, WA 98232

11. **Counterparts** – This agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one in the same instrument.

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In Witness Whereof, the parties hereto have executed this agreement on the date first written above.

Dated:

Grantor: Goodyear Nelson Hardwood Lumber Company, a Washington Corporation
By: Paul Kriegel, Resource Manager

Grantee: Warren Brown-Pounds

Easement
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

DEC 20 2013

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

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STATE OF Washington
COUNTY OF Skagit

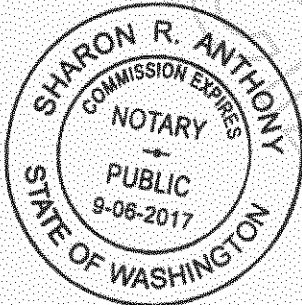
SS.

Paul Kriegl

On this 20th day of November, 2013, before me personally appeared Paul Kriegl, to me known to be the Resource Manager and authorized agent of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

In Witness whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

Dated: Dec. 20, 2013



Sharon R. Anthony
Notary name printed or typed: Sharon R. Anthony
Notary Public in and for the State of Washington
Residing at Mount Vernon
My appointment expires: 9-6-2017

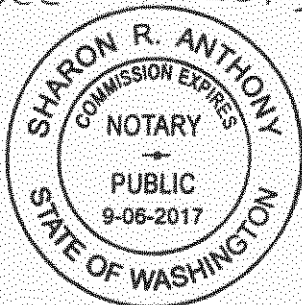
Warren Brown-Pounds

STATE OF Washington
COUNTY OF Skagit

SS.

I certify that I know or have satisfactory evidence that Warren Brown-Pounds is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated it to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: Dec 20, 2013



Sharon R. Anthony
Notary name printed or typed: Sharon R. Anthony
Notary Public in and for the State of Washington
Residing at Mount Vernon
My appointment expires: 9-6-2017

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EXHIBIT A

An easement for ingress, egress and utilities, over, under and across a portion of the Northwest Quarter of the Southwest Quarter of Section 13, Township 36 North, Range 3 East, W.M., being 20 feet in width, lying 10 feet on each side of the following described centerline:

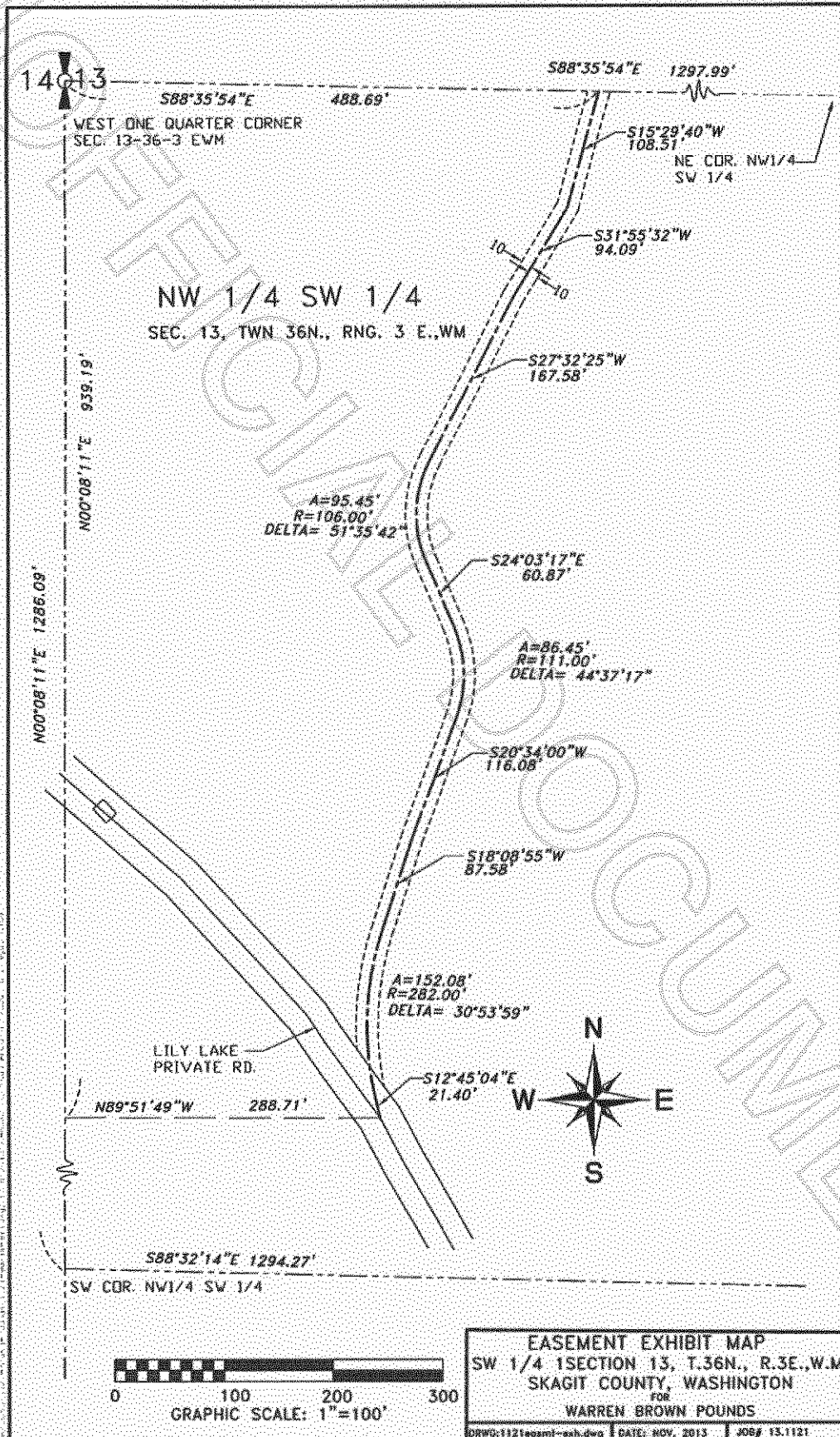
Commencing at the West Quarter corner of said Section 13;
Thence South $88^{\circ}35'54''$ East along the East-West centerline of said Section 13 a distance of 488.69 feet to the TRUE POINT OF BEGINNING;
Thence South $15^{\circ}29'40''$ West a distance of 108.51 feet;
Thence South $31^{\circ}55'32''$ West a distance of 94.09 feet;
Thence South $27^{\circ}32'25''$ West a distance of 167.58 feet to the beginning of a curve to the left having a radius point bearing South $62^{\circ}27'35''$ East at a distance of 106.00 feet;
Thence Southerly along said curve an arc distance of 95.45 feet through a central angle of $51^{\circ}35'42''$;
Thence South $24^{\circ}03'17''$ East a distance of 60.87 feet to the beginning of a curve to the right having a radius point bearing South $65^{\circ}56'43''$ West at a distance of 111.00 feet;
Thence Southerly along said curve an arc distance of 86.45 feet through a central angle of $44^{\circ}37'17''$;
Thence South $20^{\circ}34'00''$ West a distance of 116.08 feet;
Thence South $18^{\circ}08'55''$ West a distance of 87.58 feet to the beginning of a curve to the left having a radius point bearing South $71^{\circ}51'05''$ East at a distance of 282.00 feet;
Thence Southerly along said curve an arc distance of 152.08 feet through a central angle of $30^{\circ}53'59''$;
Thence South $12^{\circ}45'04''$ East a distance of 21.40 feet to the existing centerline of the Lily Lake Road (private) as said road existed on November 1, 2013, being the terminus of said centerline description.



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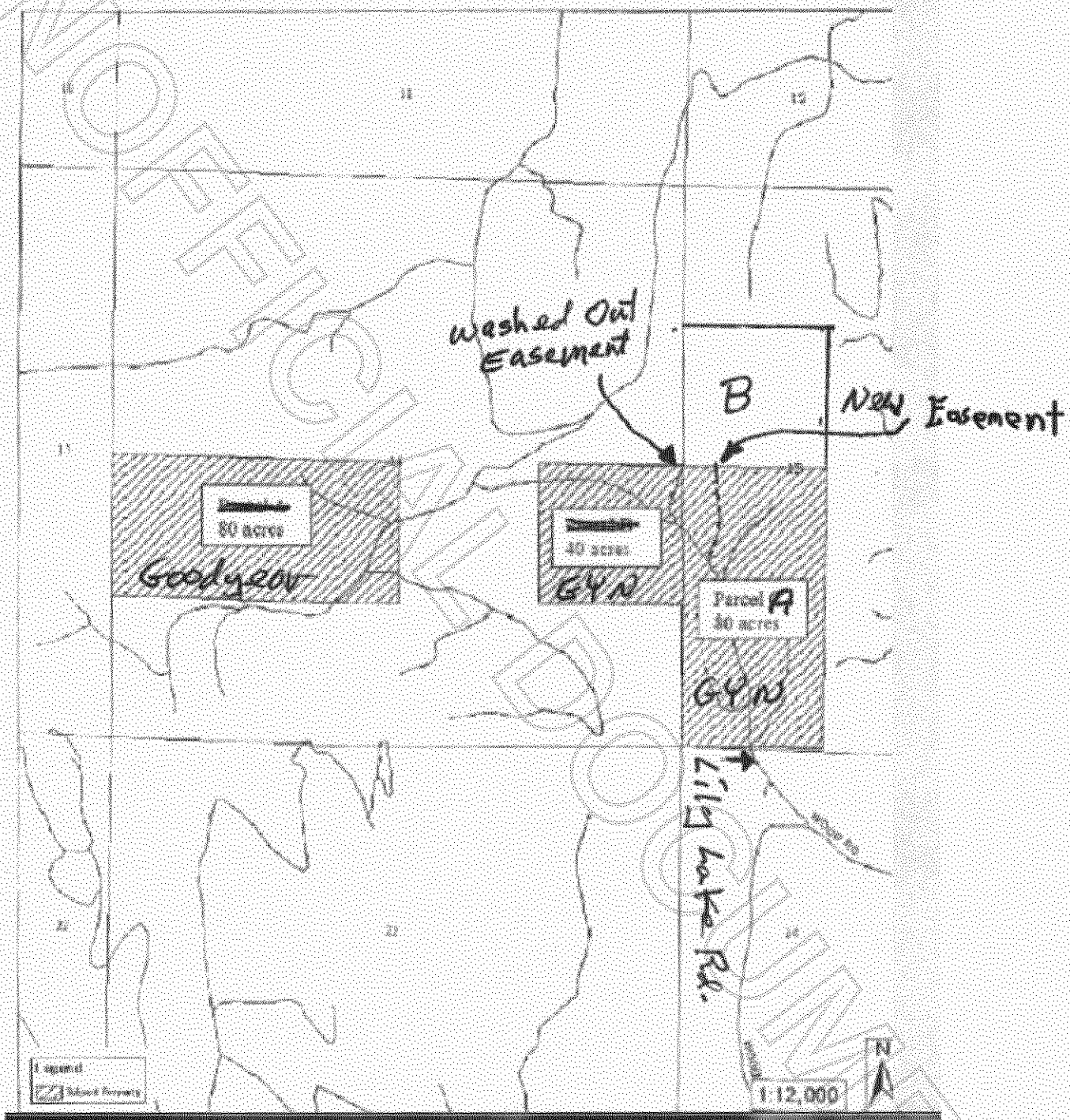
EXHIBIT B



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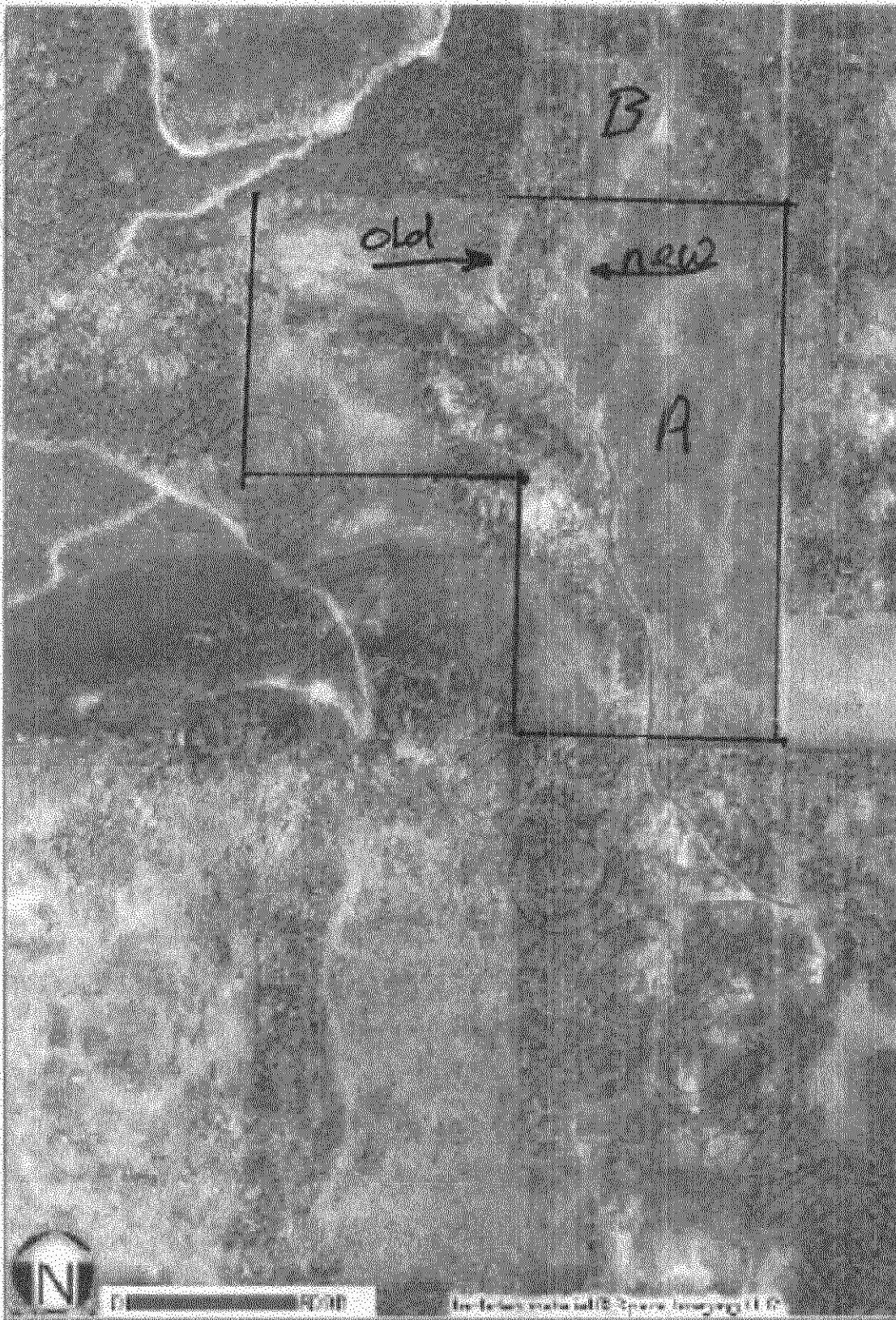


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Scale 1:100,000

Includes aerial photography

Skagit County Map

SKAGIT COUNTY does not attest to the accuracy in the data contained herein and makes no warranty with respect to the correctness or validity of this map. Data contained in this map is limited by the method and accuracy of its collection.

Map Scale: 1 inch = 100 feet (1 inch = 1.2 miles)



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