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EASE \$81.00
Whatcom County, WA

Request of: DAVID G SCHNEIDER



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Filed for Record at Request of:

David Schneider
118 Bear Creek Lane
Bellingham, WA 98229**Document Title:** Exclusive Easement Agreement**Reference Nos. of Documents Affected:** N/A**Grantor:** Bruce W. Harris, a single man**Grantee:** David Schneider & Danielle Kizer, husband and wife**Assessor Parcel ID No.s:** 370335 422012 0000 / PID No. 28009 (Whatcom County); 360302-0-002-001 / P47574 (Skagit County)**Legal Description:** Ptn of the SE ¼ of SE ¼ of Section 35, Township 37, North, Range 3 East W.M., Records of Whatcom County, Washington; Ptn of the NE ¼ of the NE ¼ of Section 2, Township 35, North, Range 3 East W.M., Records of Skagit County, WashingtonSKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

MAR 21 2014

Amount Paid \$ /
Skagit Co. Treasurer
By *mg* Deputy**EXCLUSIVE EASEMENT AGREEMENT**

THIS EXCLUSIVE EASEMENT AGREEMENT (hereinafter the "Easement Agreement"), is made and entered into this 20th day of May, 2014, by BRUCE W. HARRIS, a single man, (hereinafter the "Grantor") and DAVID SCHNEIDER & DANIELLE KIZER, husband and wife (hereinafter the "Grantee"). This agreement is entered pursuant to the following facts:

I. RECITALS

WHEREAS, Grantor is the owner of certain real property legally described on Exhibit A attached hereto and incorporated herein by this reference (hereinafter the "Burdened Property").

WHEREAS, Grantee is the owner of certain real property legally described on Exhibit B attached hereto and incorporated herein by this reference (hereinafter the "Benefited Property").

WHEREAS, Grantee desires to obtain from Grantor, an exclusive perpetual easement over a portion of the Burdened Property for the benefit of the Benefited Property.

WHEREAS, exceptions to the exclusive easement are set forth in Section II(3).

EXCLUSIVE EASEMENT AGREEMENT

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II. EASEMENT AGREEMENT

NOW, THEREFORE, based upon the covenants and conditions herein contained, and for monetary consideration as described herein, the sufficiency of which is hereby acknowledged by both parties, it is agreed as follows:

1. Purpose of Easement.

The parties intend that, to the extent possible, the owner of the Benefited Property has all rights and obligations associated with the Easement Area as if it were the holder of fee title to the property. Correspondingly, the parties intend that the owner of the Burdened Property have none of the obligations or benefits associated with such ownership.

2. Exclusive Easement Granted and Described.

Grantor hereby grants and otherwise conveys for the benefit of the Benefited Property, an exclusive, perpetual, appurtenant easement (hereinafter the "Exclusive Easement") on, over, under, through and across the property legally described on the attached Exhibit C and incorporated herein by this reference and depicted by survey on the attached Exhibit D and incorporated herein by this reference (the "Easement Area"). The Benefited Property owner shall have full and exclusive use of the Easement Area for any legal purposes, subject to II(3) herein.

3. Exceptions to Exclusivity of Easement.

(A) **Olympic Pipe Line.** The exclusive nature of the easement granted herein is subject to the prior Right of Way agreement benefitting Olympic Pipe Line Company. (January 14, 1964; Whatcom AF No. 962760).

(B) **Forestry.**

- (i) Harvest and removal of trees for sale from the Easement Area shall be prohibited;
- (ii) Danger/hazard trees may be cut in the Easement Area; and
- (iii) Thinning and pruning of trees in the Easement Area for silviculture purposes is permitted.

4. Easement Maintenance.

All costs of maintaining, repairing, improving or otherwise connected with said Easement Area shall be borne by the owner of the Benefited Property. In addition, the owner of the Benefited Property shall pay all property taxes for the Easement Area in the event the Whatcom County Assessor separately allocates taxes. This provision shall be construed as a covenant running with the land. The parties shall request a tax segregation of the Easement Area for this purpose. In the event the taxes are not separately allocated the Benefited Property shall reimburse the Burdened Property annually for the prorata share of taxes allocated to the Easement Area.



5. Conveyance.

The parties intend that, to the extent possible, the owner of the Benefited Property have all rights and obligations associated with the Easement Area as if it were the holder of fee title to the property. Correspondingly, the parties intend that the owner of the Burdened Property have none of the obligations or benefits associated with such ownership. Both property owners will fully cooperate with any reasonable legal strategy proposed by the owner of the Benefited Property that will result in the Easement Area being conveyed by the owner of the Burdened Property to the owner of the Benefited Property and will execute all documents necessary to conclude such a conveyance.

6. Granting Subsequent Easements, Interests In Land, Or Use Restrictions By Grantor.

Grantor is prohibited from creating subsequent easements, interests in land, or use restrictions within the Easement Area unless Grantor has obtained written approval from the Grantee. Grantee's written approval shall be obtained at least thirty (30) days in advance of the Grantor's execution of any proposed subsequent easement, interests in land, or use restriction on the Easement Area, and such subsequent easements, interests in land, and use restrictions shall make reference to and be subordinate to this Exclusive Easement.

7. Nature and Extent.

This grant of Exclusive Easement shall run with the land and shall be binding upon and shall inure to the benefit of the owners of the Benefited Property and the burden of the owners of the Burdened Property, their respective heirs, successors in interests and assigns.

8. Duration.

The term of duration of this Easement Agreement shall be perpetual.

9. Indemnity.

The owner of the Benefited Property, their successors and assigns, shall indemnify and hold harmless the owner of the Burdened Property, and their successors and assigns from and against all losses, claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees and expenses, whether or not a lawsuit is instituted), arising out of or resulting from any actual or alleged injury to or death of any person, or from any actual or alleged loss of or damage to property, caused by any occurrence in or on the Easement Area or in connection with the use of the Easement Area by the owner of the Benefited Property, their employees, agents, licensees, contractors, invitees, unless such loss, damage, liability or expense is negligently caused by the owner of the Burdened Property, their employees, agents, licensees, contractors or invitees.

10. Attorneys' Fees.

If it shall be necessary for any party to this Easement Agreement to employ an attorney to enforce its rights pursuant to this Easement Agreement because of the



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default of the other party, the defaulting party shall reimburse the non-defaulting party for reasonable attorneys' fees and expenses.

11. Purchase Price/Recording.

The Exclusive Easement granted herein shall be for monetary consideration in the amount of \$2,500.00 (\$2,500.00). The Easement Agreement shall be recorded in the records of each of Whatcom County and Skagit County.

12. Severability.

Should any separable part of the Easement Agreement be found void or unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect.

13. Notices.

All notices must be in writing. Notices must be signed by the Grantor or the Grantee.

The Grantor's address is: 135 Summerland Rd., Bellingham, WA 98229

The Grantee's address is: 118 Bear Creek Lane Bellingham, WA 98229

14. Counterpart.

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.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

GRANTOR:

Bruce W. Harris
Bruce W. Harris

3/20/2014
Date

GRANTEES:

David Schneider
David Schneider

Mar 20, 2014
Date

Danielle Kizer
Danielle Kizer

3/20/14
Date

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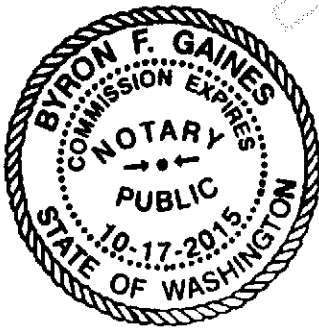
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State of Washington)

County of Whatcom) ss.

On this 20 day of March, 2014, before me a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared BRUCE W. HARRIS, 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.

WITNESS my hand and official seal hereto affixed the day and year first written above.



[Signature]
{Notary Signature}

NOTARY PUBLIC in and for the State of Washington,

Residing at: 1002 11th St, Bellingham, Washington

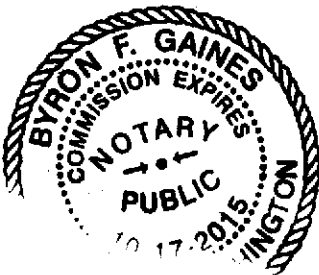
My commission expires: 10/17/2015

State of Washington)

County of Whatcom) ss.

On this 20 day of March, 2014, before me a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared DAVID SCHNEIDER, 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.

WITNESS my hand and official seal hereto affixed the day and year first written above.



[Signature]
{Notary Signature}

NOTARY PUBLIC in and for the State of Washington,

Residing at: 1002 11th St, Bellingham, Washington

My commission expires: 10/17/2015



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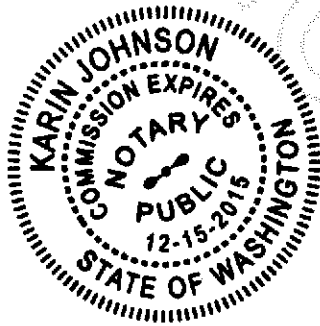
State of Washington)

County of Whatcom)

) ss.

On this 20th day of March, 2014, before me a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared DANIELLE KIZER, 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.

WITNESS my hand and official seal hereto affixed the day and year first written above.



Karin Johnson
{Notary Signature}

NOTARY PUBLIC in and for the State of Washington,

Residing at: 8 Horseshoe Circle Bellingham WA 98229

My commission expires: 12/15/2015



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EXHIBIT A

Legal Description of Burdened Property

BEGINNING 600 FEET WEST OF THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 37 NORTH, RANGE 3 EAST OF W.M.; THENCE WEST 718 FEET MORE OR LESS, TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 35; THENCE NORTH TO THE CENTERLINE OF COUNTY ROAD KNOWN AS SUMMERLAND ROAD; THENCE SOUTHEASTERLY ALONG THE CENTERLINE OF SAID ROAD TO A POINT DUE NORTH OF THE POINT OF BEGINNING; THENCE SOUTH 256 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

LESS ROADS.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

SUBJECT TO AND/OR TOGETHER WITH ALL EASEMENTS, COVENANTS, RESTRICTIONS AND/OR AGREEMENTS OF RECORD, OR OTHERWISE.



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EXHIBIT B

Legal Description of Benefited Property

THE WEST ONE-HALF OF THE WEST ONE-HALF OF THE
NORTHEAST QUARTER OF THE NORTHEAST QUARTER
OF SECTION 2, TOWNSHIP 36 NORTH, RANGE 3 EAST
OF THE WILLAMETTE MERIDIAN, CONTAINING 10
ACRES, MORE OR LESS.

(ALSO KNOWN AS GOVERNMENT LOT 1)

SITUATE IN THE COUNTY OF SKAGIT, STATE OF
WASHINGTON



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EXHIBIT C

LEGAL DESCRIPTION OF EXCLUSIVE EASEMENT AREA

Commencing at the calculated Southwest corner of the Southeast quarter of the Southeast quarter; thence South $88^{\circ} 23' 49''$ East along the South line of said quarter quarter; a distance of 0.70 feet to the held Southwest corner of said quarter quarter and the **true point of beginning**; thence North $01^{\circ} 51' 01''$ East along the West line of said quarter quarter a distance of 264.48 feet; thence South $34^{\circ} 32' 19''$ East a distance of 327.51 feet to the South line of said quarter quarter; thence North $88^{\circ} 23' 49''$ West along said South line a distance of 194.30 feet to the **true point of beginning**.

Situate in Whatcom County, Washington.

As shown on Exhibit "D" attached hereto and incorporated herein by reference.

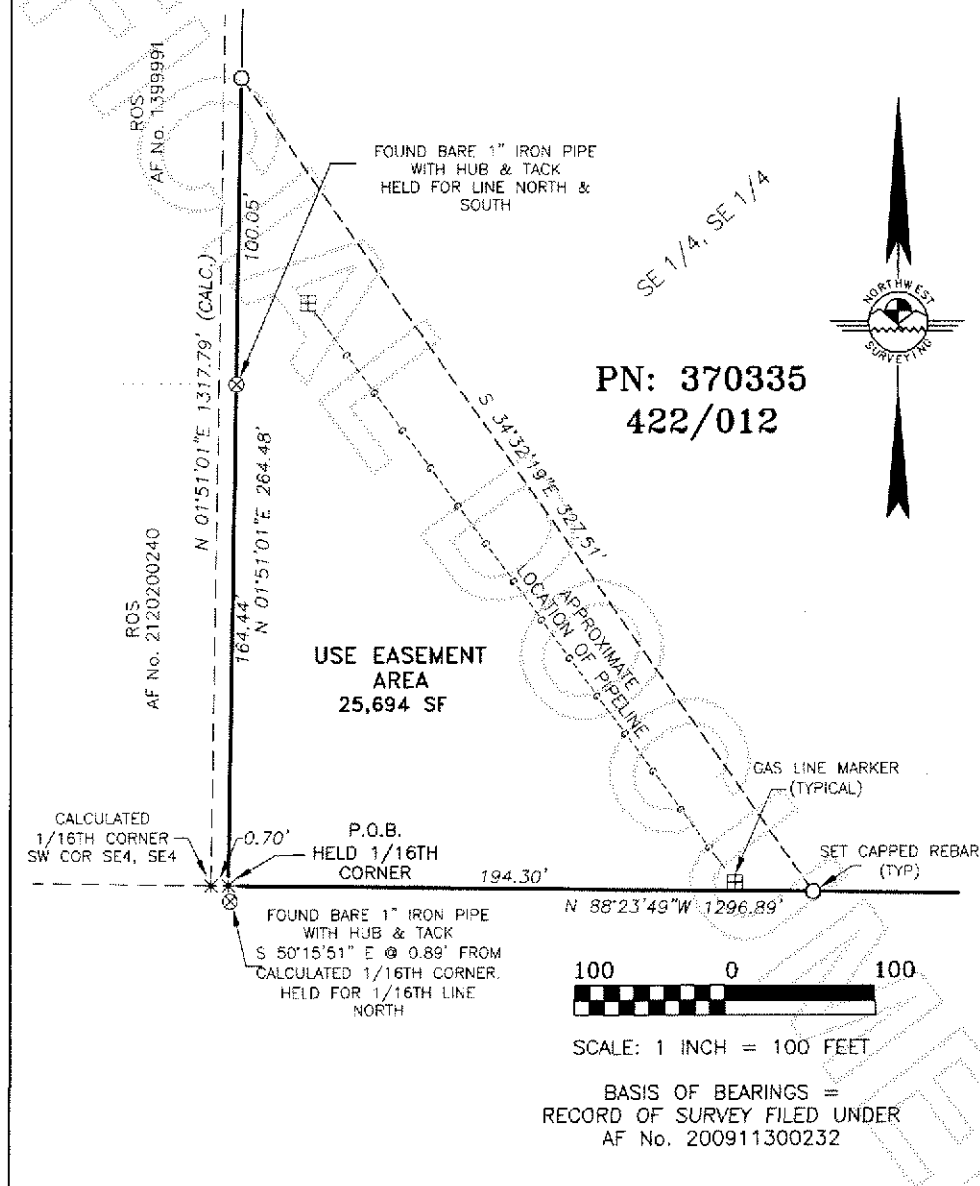


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EXHIBIT "D"

PORTION OF THE SE 1/4, SE 1/4, SECTION 35,
TOWNSHIP 37 NORTH, RANGE 3 EAST OF W.M.



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