

201405120199
 Skagit County Auditor
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SKAGIT COUNTY WASHINGTON
 REAL ESTATE EXCISE TAX

MAY 12 2014

LAND TITLE OF SKAGIT COUNTY

M-70252

Amount Paid \$
 Skagit Co. Treasurer
 By MG Deputy

PRIVATE INGRESS EGRESS AND UTILITY EASEMENT AGREEMENT

This Private Ingress, Egress and Utility Easement (this "Easement Agreement"), is made as of the 6th day of May, 2013, by and between Current Owners of Lots 1-4 herein after collectively referred to as the ("Grantor") and Future Owners and their respective successors and assigns of Lots 1-4 Phase II of The Reserve At Channel Landing as ("Grantee") and John D. and Shelly L. Angus 4218 Oakes Avenue as ("Grantee").

(Grantor)
 (Grantee)

Recitals

ACCOMMODATION RECORDING

- A. Grantor is the owner of Lots 1-3 (P131816, P131817, P131818) collectively referred to herein as the ("New Easement Property") and Lot 4 (P131819) herein referred to as the ("Existing Easement Property") under that certain plat The Reserve At Channel Landing Ph II recorded under Auditors File No. 201402200035.
- B. In accordance with the Declaration and the Plat, certain easements for the private ingress and egress, and the installation and maintenance of utilities, were established for the common benefit of the Grantors and Grantees, the Owners and their respective successors and assigns as defined in the declaration, as more particularly described in the attached "Exhibit A".
- C. Grantor and Grantee have established a "Utility Only Easement" for the benefit of the Grantee of 4218 Oakes Avenue Anacortes (P31585) the owners and their respective successors and assigns, described in the attached "Exhibit A".
- D. Grantor and Grantee desires to establish a "Private Ingress, Egress and Utility Easement" over a portion of the easement property for the benefit of the Grantees of Lots 1-3 (P131816, P131817, P131818), and all Owners in accordance with the terms and conditions of the "Easement Agreement".

Agreement

In consideration of the foregoing the parties hereby acknowledge as follows:

- 1. Grant of Easement upon Easement Property. Subject to the terms and conditions of the "Easement Agreement", Grantor hereby grants this easement property for the benefit of all Owners Lots 1 -4 the Plat of The Reserve At Channel Landing Phase II, and their respective successors, assigns and mortgages, a 20' Ingress, Egress and Utility Easement as more particularly described on "Exhibit A" attached hereto. Grantee shall not allow or permit any structure, improvement or landscaping to be located or installed in or to grow upon or within the ("New Easement Property") or ("Existing Easement Property") which might in any way interfere with the ingress and egress of Lots 1-4 , the installation, maintenance and access of

utilities to Lots 1-4 (P131816, P131817, P131818) and 4218 Oakes Avenue (P31585) as shown on the plat map and described in "Exhibit A".

2. **Grantee Rights** Grantee shall have the right to use "Easement Property" as shown on the map and described in "Exhibit A" and within this "Easement Agreement" as property ingress, egress and utility installation and maintenance access.
3. **Use and Maintenance by Grantee** Grantee, or its successors and assigns, shall conduct the maintenance and repair associated to the easement, and expenses thereto shall be shared proportionally by each of the lot Owners located within the easement property; provided, however, that if any such maintenance, repair or replacement is required as a result of acts or omissions of the Owner of any lot within the "Easement Property", such Owner shall be solely responsible for the costs and expenses related to such maintenance, repair or replacement.
4. **Mechanics' Liens** Grantee shall not permit any mechanic's or materialman's liens to be enforced against the "Easement Property" in connection with any work performed over, under or across the "Easement Property" by or at the direction to the Grantee.
5. **Amendment** This "Easement Agreement" may be amended only by a written instrument duly executed by Grantor and Grantee or respective successors or assigns as appropriate and recorded in the records of Skagit County, Washington.
6. **Easement Appurtenant** The benefits and burdens of the "Easement Property" and the covenants herein shall run with and be appurtenant to the "Easement Property" such that a transfer of legal title to all or a portion of the "Easement Property" shall automatically transfer an interest in such benefits and burdens.
7. **Definitions** Capitalization terms used in the "Easement Agreement" shall have the meaning set for such terms in the "Easement Agreement". If such capitalized terms are not herein defined then those terms shall have the meaning set forth for such terms in the Declaration.
8. **Governing Law** This "Easement Agreement" shall be construed in accordance with and governed by the laws of the State of Washington.

[Signatures on Next Page]



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GRANTOR-GRANTEE:

Channel Landing, LLC
Lot 1-4307 Navigator Lane
Lot 2-4305 Navigator Lane
Lot 3-4303 Navigator Lane
Lot 4- 4301 Navigator Lane

By: [Signature]

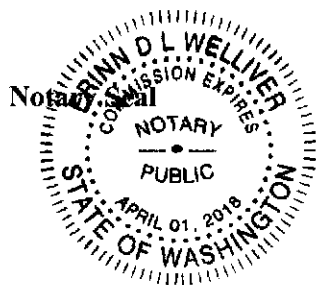
Name: Nels Strandberg

Title: member

State of Washington)

County of Skagit) ss.

The foregoing instrument was acknowledged before me this 8th day of May, 2014 by Nels Strandberg who was personally know to me or who provided sufficient proof of identity, as — for Channel Landing LLC, as the member, on behalf of said Company.



[Signature]
Notary Public

My Commission Expires: 4/1/2018

[Signatures on Next Page]



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GRANTEE:

John D. Angus

BY: John D. Angus

Name: John D. Angus

Title: _____

Shelly L. Angus

BY: Shelly L. Angus

Name: SHELLY L. ANGUS

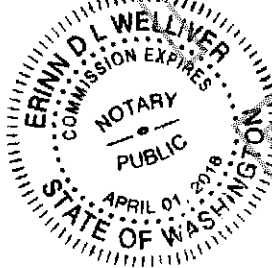
Title: _____

State of Washington)
)ss.

County of Skagit)

The foregoing instrument was acknowledged before me this 9th day of May, 2014
by John D. Angus who was personally know to me or who provided
sufficient proof of identification.

Notary Seal



Erin D. Welliver
Notary Public

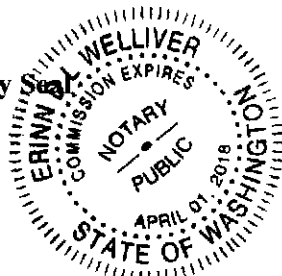
My Commission Expires: 4/1/2018

State of Washington)
)ss.

County of Skagit)

The foregoing instrument was acknowledged before me this 9th day of May, 2014
by Shelly L. Angus who was personally know to me or who
provided sufficient proof of identification.

Notary Seal



Erin D. Welliver
Notary Public

My Commission Expires: 4/1/18



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Skagit County Auditor

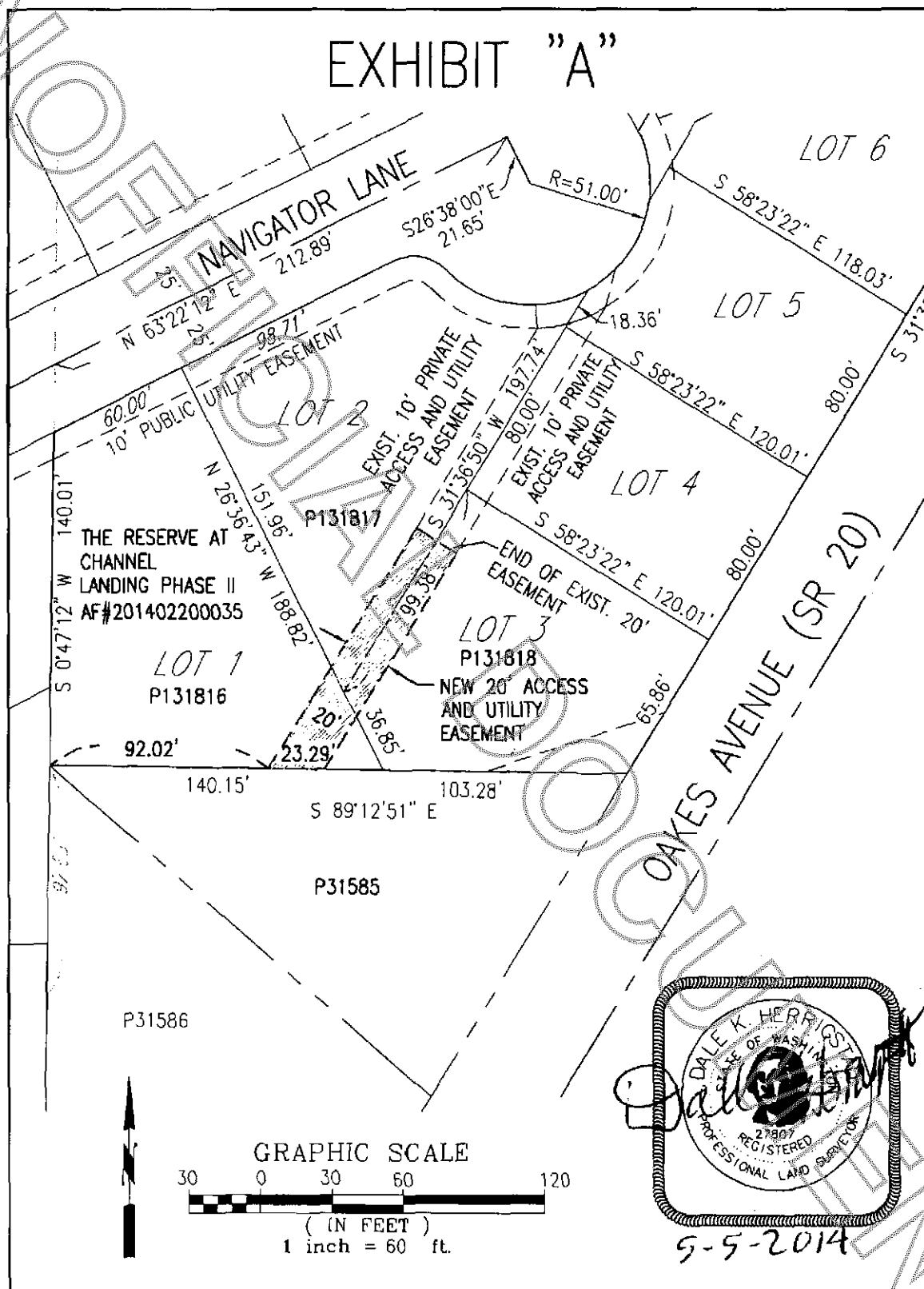
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EXHIBIT "A"



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