



201409090079

Skagit County Auditor

\$80.00

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AFTER RECORDING, RETURN TO:

TRACY E. DIGIOVANNI
SHIERS LAW FIRM LLP
600 Kitsap Street, Suite 202
Port Orchard, WA 98366

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

SEP 09 2014

Amount Paid \$ /
Skagit Co. Treasurer
By TTB Deputy

GRANTOR: Mark Schornack and Paige Watson-Schornack

GRANTEE: Mark Schornack and Paige Watson-Schornack

ABR. LEGAL: Ptn SW ¼ of NW ¼, 36-34-2 E W. M.

Property ID Nos: P20915 (Parcel B) & P20885 (Parcel A)

Tax Parcel Nos: 340236-0-030-0018 (Parcel A)

340236-2-004-0107 (Parcel B)

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is hereby made and entered into by and among Mark Schornack and Paige Watson-Schornack, husband and wife ("Parcel B Owner"), as to Parcel B set forth below, and Mark Schornack and Paige Watson-Schornack, husband and wife ("Parcel A Owner"), as to Parcel A set forth below.

WITNESSETH:

WHEREAS, Parcel B Owner is the owner of the real property hereinafter known as "Parcel B" and legally described as set forth on *attached Exhibit A* which is incorporated herein as though fully set forth; and

WHEREAS, Parcel A Owner is the owner of the real property hereinafter known as "Parcel A" and legally described as set forth on *attached Exhibit B* which is incorporated herein as though fully set forth; and

WHEREAS, Parcel A Owner and Parcel B Owner are desirous of granting an access and utility easement to each other.

NOW, THEREFORE, for and in consideration of the mutual benefits to be derived herefrom, the parties hereto hereby agree as follows:

1. Easement No. 1: Parcel B Owner hereby grants, transfers and conveys to Parcel A Owner a nonexclusive easement for ingress, egress and utilities, over, under and across Parcel B for the benefit of Parcel A, which said easement is legally described as follows:

That portion of the Northwest Quarter of the Southwest Quarter of the Northwest Quarter of Section 36, Township 34 North, Range 2 East, more particularly described as follows:

Beginning at a point on the North side of the county road right-of-way along the South line of said subdivision, 234 feet East of the West line thereof, being the Southeast corner of that parcel conveyed to Grace Hallenbeck on December 5, 1980 under Auditor's File No. 8012050008; thence North along the East line of said Hallenbeck tract a distance of 105 feet to the Northeast corner of said Hallenbeck tract; thence West parallel to the South line of said subdivision a distance of 76.00 feet to the Southeast corner of that tract conveyed to Paige Watson Schornack on August 23, 2004 under Auditor's File No. 200408230208; thence North parallel to the West line of said subdivision a distance of 10.00 feet; thence East parallel to the South line of said subdivision a distance of 81.00 feet; thence South parallel to the West line of said subdivision a distance of 115.00 feet, more or less, to the North line of said county road right-of-way; thence West along the said North line of county right-of-way a distance of 5.00 feet to the Point of Beginning.

Situate in Skagit County, Washington.

("Easement No. 1"). A drawing of Easement No. 1 is attached hereto for illustrative purposes as *Exhibit C*.

2. Easement No. 2: Parcel A Owner hereby grants, transfers and conveys to Parcel B Owner a nonexclusive easement for ingress, egress and utilities, over, under and across Parcel A for the benefit of Parcel B, which said easement is legally described as follows:

That portion of the Northwest Quarter of the Southwest Quarter of the Northwest Quarter of Section 36, Township 34 North, Range 2 East, W.M., more particularly described as follows:

Beginning at a point on the North side of the county road right-of-way along the South line of said subdivision, 224 feet East of the West line thereof, being the Southeast corner of that parcel conveyed to Paige M. Watson on August 11, 1995 under Auditor's File No. 9508110094; thence North along the East line of said Watson tract a distance of 105 feet to the Northeast corner of said Watson tract; thence West parallel to the South line of said subdivision a distance of 8.00 feet; thence Southeasterly a distance of 105.41 feet, more or less, to the Point of Beginning, containing 421 square feet, more or less.



("Easement No. 2"). A drawing of the Easement No. 2 is attached hereto for illustrative purposes as *Exhibit C*. Easement No. 1 and Easement No. 2 are collectively referred to herein as "Easements".

3. Road Maintenance Agreement: The term "road" is defined as the road currently existing, and/or hereafter constructed, together with all subsequent modifications on the Easements.

3.1 Parcel B Owner and Parcel A Owner shall maintain the road in perpetuity and pay equally the cost and expense of maintaining and repairing the road. The surface of the road shall be maintained so as to allow free and reasonable passage of such vehicular traffic as may be reasonable and necessary in order that the Parcel A Owner, and their invitees and licensees, may enjoy full and free use of Parcel A and the Parcel B Owner, and their invitees and licensees, may enjoy full and free use of Parcel B. With the prior written consent of the Parcel B Owner, the Parcel A Owner may place asphalt and/or concrete on the road located on Easement No. 1, at the sole cost of the Parcel A Owner. With the prior written consent of the Parcel A Owner, the Parcel B Owner may place asphalt and/or concrete on the road located on Easement No. 2, at the sole cost of the Parcel B Owner. The Parcel B Owner may, at their sole discretion and cost, may place asphalt and/or concrete on Easement No. 1. The Parcel A Owner may, at their sole discretion and cost, may place asphalt and/or concrete on Easement No. 2.

3.2 In the event that either party shall desire to have maintenance work performed on the road at common expense, said owner shall deliver a written notice by certified mail or by personal service explaining the nature of the work desired and the expected cost thereof to the other owner. If, after the expiration of 45 days from the date of receipt of said notice by the other owner, no objection to such work has been received in writing by the initiation of the notice, such work may be ordered and payment therefore shall be made in accordance with subparagraph 3.1 above. In the event an objection to the work is timely received, the owners shall attempt to reach an agreement as to the maintenance work. If an agreement cannot be reached, the dispute shall be submitted to binding arbitration in Skagit County, with an arbitrator selected from the list of arbitrators held by the Skagit County Superior Court.

3.3 The Parcel B Owner and Parcel A Owner agree to pay for any and all assessments made due to maintenance of the road as set forth in this Section 3. These assessments, together with any interest or cost of collection, shall be a continuing lien upon the property which is the subject of such assessment. Each owner shall be personally obligated to pay the amount of any assessments levied against his property during the time that he is the owner thereof, together with any interest or cost of collection on that assessment. This personal obligation shall not be released by any transfer of the property subsequent to the effective date of the assessment.

3.4 In the event that the road is subjected to other than reasonable wear and tear, and should such road be damaged by such use, the party subjecting the road to such extraordinary use shall have the obligation to repair such damage upon demand by any property owner benefited by the road and to restore the road to the condition as it existed prior to such use, and all expenses therefore shall be paid by such party.



4. Easement No. 1 is for the use and benefit of Parcel A, and shall run with the land.
Easement No. 2 is for the use and benefit of Parcel B, and shall run with the land.

5. This Agreement shall be governed in accordance with the laws of the State of Washington.

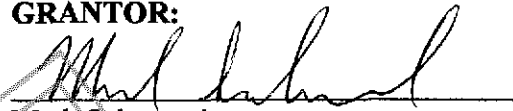
6. In the event that any action is filed in relation to this Agreement or it is given to an attorney for enforcement, the unsuccessful party in the action shall pay to the successful party, in addition to all sums either party may be called upon to pay, all costs of enforcement and reasonable attorney fees and costs.

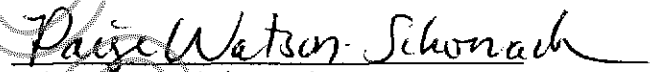
7. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

8. This Agreement constitutes the entire agreement and understanding between the parties hereto. As of the date of this Agreement, there are no other agreements or representations, either written or oral, which modify or have any effect upon this Agreement.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto to be effective immediately.

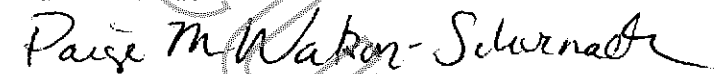
GRANTOR:


Mark Schornack


Paige Watson-Schornack

GRANTEE:


Mark Schornack


Paige Watson-Schornack



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STATE OF WASHINGTON)

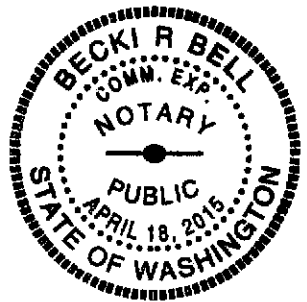
: ss.

COUNTY OF SKAGIT)

On this day personally appeared before me Mark Schornack and Paige Watson-Schornack, Grantor and Grantee herein, 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 9th day of September, 2014.

Becki R Bell
NOTARY PUBLIC in and for the
State of Washington, residing
at Lalorner
My Commission Expires: 04/18/2015



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EXHIBIT A/ "Parcel B"

The Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 36, Township 34 North, Range 2 East, W.M., EXCEPT Snee-oosh Road,

EXCEPT the West 100 feet of the South 250 feet of that portion of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of said Section 36, lying North of the County road running along the South line of said subdivision,

AND EXCEPT that portion of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of said Section 36, described as follows:

Beginning at a point on the North side of the County road right of way along the South line of said subdivision 100 feet East of the West line thereof;
thence North, parallel to said West line, 105 feet;
thence East, parallel to the South line of said subdivision, 124 feet;
thence South to the North line of the said County road right of way;
thence West, along said North line, to the point of beginning,

AND ALSO EXCEPT that portion of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of said Section 36, described as follows:

Beginning at the intersection of the East line of said subdivision with the North line of the Snee-oosh Road;
thence Northerly, along said East line, a distance of 299 feet;
thence Westerly, parallel to the South line of said subdivision, a distance of 78 feet;
thence Southerly, parallel to the East line of said subdivision, a distance of 74 feet;
thence Easterly, parallel to the South line of said subdivision, a distance of 48 feet;
thence Southerly, parallel to the East line of said subdivision, a distance of 225 feet to the North line of the Snee-oosh Road;
thence Easterly, along said North line, to the point of beginning,

AND ALSO EXCEPT that portion of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 36, Township 34 North, Range 2 East, W.M., being more particularly described as follows:

Beginning at a point on the North side of the County road right of way (Snee-oosh Road) along the South line of said subdivision 100.00 feet East (as measured perpendicular) of the West line thereof, being the Southwest corner of that certain parcel conveyed to Paige M. Watson, a single woman, by Statutory Warranty Deed recorded under Skagit County Auditor's File No. 9508110094,
thence North, parallel with the West line of said subdivision, along the West line of said Watson parcel for a distance of 105.00 feet to the Northwest corner thereof and being the true point of beginning;
thence continue North parallel with said West line of the subdivision for a distance of 145.00 feet, more or less, to the Northeast corner of that certain parcel conveyed to Henry T. Bjorklund and Emma Bjorklund by Quit Claim Deed recorded under Skagit County Auditor's File No. 513490;
thence East, parallel with the South line of said Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ (also being parallel with said Snee-oosh Road, which is centered along said South line) for a distance of 58.00 feet;



EXHIBIT A
(continued)

thence South, parallel with said West line of the subdivision for a distance of 145.00 feet, more or less, to the North line of said Watson parcel;
thence West along said North line for a distance of 58.00 feet, more or less, to the true point of beginning.

AND ALSO EXCEPT that portion of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 36, Township 34 North, Range 2 East, W.M., described as follows:

Beginning at a point on the North side of the County Road right of way along the South line of said subdivision 100 feet East of the West line thereof;
thence North parallel with said West line 105 feet;
thence East parallel with said South line of said subdivision 124 feet to the true point of beginning of this description;
thence South to the North line of the said County Road right of way;
thence East a distance of 10 feet;
thence North parallel with the West line of said subdivision a distance of 105 feet;
thence West to the point of beginning.

Situate in the County of Skagit, State of Washington.



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EXHIBIT B
"Parcel A"

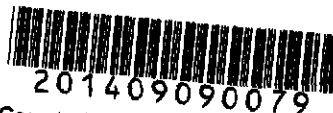
That portion of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 36, Township 34 North, Range 2 East, W.M., being more particularly described as follows:

Beginning at a point on the North side of the County road right-of-way along the South line of said subdivision 100 feet East of the West line thereof;
thence North parallel with said West line 105 feet;
thence East parallel to the South line of said subdivision 124 feet;
thence South to the North line of the said County road right-of-way;
thence West along said North line to the point of beginning.

AND ALSO that portion of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 36, Township 34 North, Range 2 East, W.M., being more particularly described as follows:

Beginning at a point on the North side of the County road right-of-way (Snee-Oosh Road) along the South line of said subdivision 100.00 East (as measured perpendicular) of the West line thereof, being the Southwest corner of that certain parcel conveyed to Paige M. Watson, a single woman, by Statutory Warranty Deed recorded under Skagit County Auditor's File No. 9508110094;
thence North, parallel with the West line of said subdivision, along the West line of said Watson parcel for a distance of 105.00 feet to the Northwest corner thereof and being the true point of beginning;
thence continue North parallel with said West line of the subdivision for a distance of 145.00 feet, more or less, to the Northeast corner of that certain parcel conveyed to Henry T. Bjorklund and Emma Bjorklund by Quit Claim Deed recorded under Skagit County Auditor's File No. 513490;
thence East, parallel with the South line of said Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ (also being parallel with said Snee-Oosh Road, which is centered along said South line) for a distance of 58.00 feet;
thence South, parallel with said West line of the subdivision for a distance of 145.00 feet, more or less, to the North line of said Watson parcel;
thence West along said North line for a distance of 58.00 feet, more or less, to the true point of beginning.

Situate in the County of Skagit, State of Washington.



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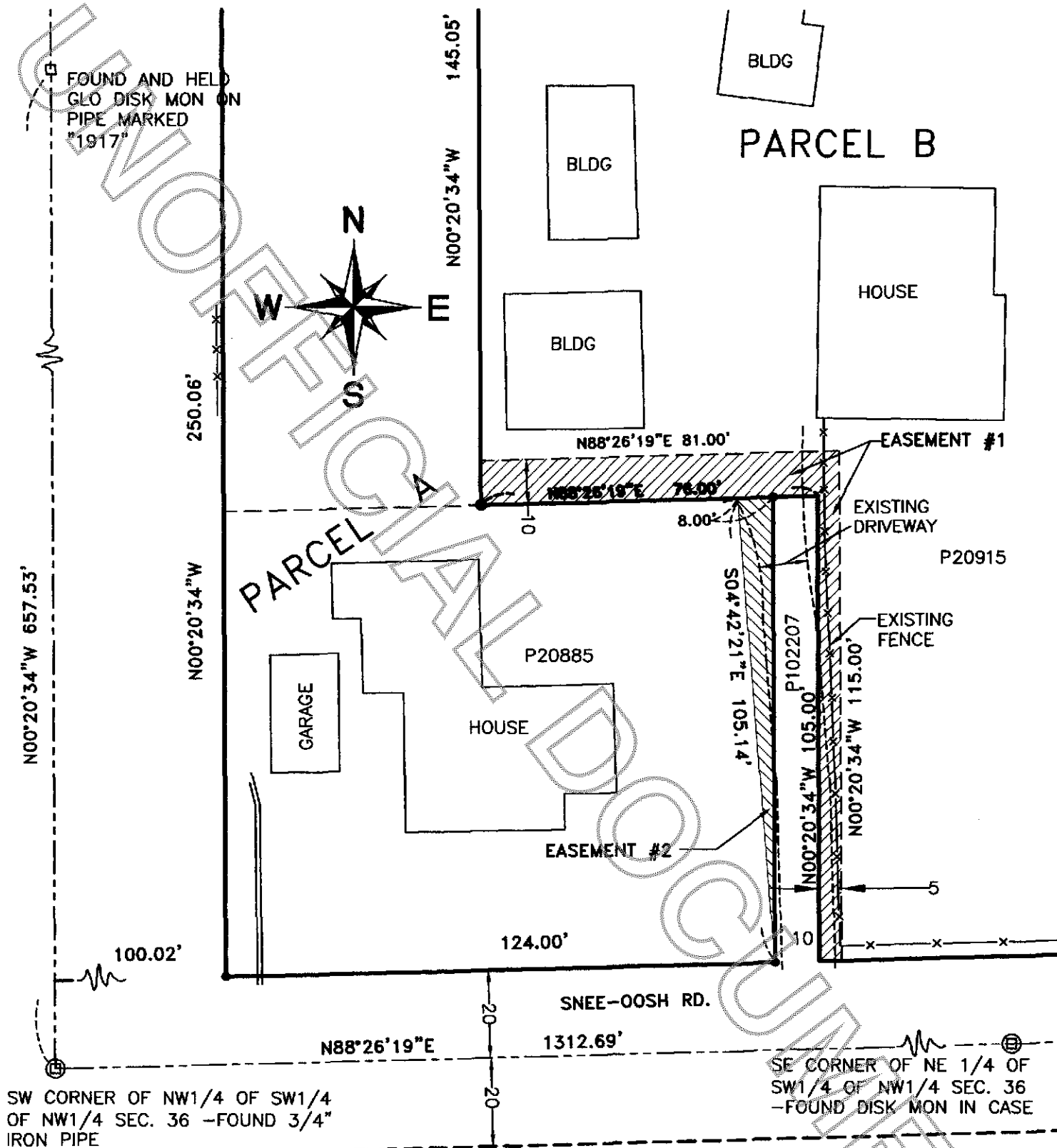
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EASEMENT EXHIBIT C
SURVEY IN NW QUARTER
SECTION 36, T.34N., R.2E., W.M.
SKAGIT COUNTY, WASHINGTON
FOR
Paige Watson and Mark Schornack



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